



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

September 19, 2023
6:00 PM

- **CALL TO ORDER**
- **INVOCATION**
- **CONSIDERATION OF AGENDA**
- **PUBLIC COMMENTS (Agenda Specific)**
- **PROCLAMATIONS**
 1. Joint Proclamation City of Dahlonega & Lumpkin County – Chamber of Commerce Outgoing Board Chairman - Joe Mirakovits
- **CONSIDERATION OF MINUTES**
 2. Board of Commissioners - Work Session - Aug 1, 2023 4:00 PM
 3. Board of Commissioners - Public Hearing - Aug 15, 2023 5:15 PM
 4. Board of Commissioners - Work Session II - Aug 15, 2023 5:30 PM
 5. Board of Commissioners - Special Called Meeting - Aug 22, 2023 4:30 PM
 6. Board of Commissioners - Public Hearing - Aug 8, 2023 5:30 PM
 7. Board of Commissioners - Regular Meeting - Aug 15, 2023 6:00 PM
- **RESOLUTIONS**
 8. 2023-41 Appoint Member to the Library Board - *Shana Corbin to Seat 8, with a term expiring 06/30/2027*
 9. 2023-42 Increase the Compensation for Court Bailiffs (*Finance Director Abby Branan*)
 10. 2023-43 September Surplus List (*Finance Director Abby Branan*)
- **REPORTS**

County Department reports can be viewed on www.lumpkincounty.gov
- **ELECTED OFFICIALS**
- **CONTRACTS/AGREEMENTS**
 11. 2023-084 NTIA Grant Extension (*Community & Economic Development Director Rebecca Mincey*) **Ratify**
 12. 2023-085 CTC Technology & Energy Professional Consulting Contract - Amendment 1 (*Community & Economic Development Director Rebecca Mincey*)

13. 2023-086 GDOT 5311 FY2025 Application (*Fleet Maintenance Manager Randy Allison*)
 14. 2023-087 CivicPlus Contract Renewal - County Website (*Special Projects Director Ashley Peck*)
 15. 2023-088 CivicPlus Contract Renewal - CivicReady (*Special Projects Director Ashley Peck*)
 16. 2023-089 Request the Board of Commissioners Consider Approving the ProCare Joinder to Master Agreement (*Community & Employee Services Director Alicia Davis*)
 17. 2023-090 Flock Safety Cameras (*Sheriff Stacy Jarrard*)
 18. 2023-091 2023 Safety Roads Improvements Contract (*Special Projects Manager Charles Trammell*)
 19. 2023-092 Compensation Agreement Between Lumpkin County and Lumpkin County Coroner Mark Cox (*Finance Director Abby Branan*)
 20. 2023-093 IGA – County and City – Fueling Station Amendment (*Finance Director Abby Branan*)
 21. 2023-095 2024 GDOT LMIG Grant (*Special Projects Manager Charles Trammell*) **Ratify**
 22. 2023-096 Contract for the Sale of Real Property Seized by the Lumpkin County Sheriff's Department Located at 1675 Old Dahlonega Highway (*County Attorney Joy Edelberg*)
- **OTHER ITEMS**
 23. Ratify the Approval to Join the Multi-County Amicus Curiae Brief in the Matter of City of Winder v. Barrow County (*County Attorney Joy Edelberg*)
 24. 2014 SPLOST 2023 Work Plan Amendment (*Finance Director Abby Branan*)
 25. 2019 TSPLOST 2023 Work Plan Amendment (*Finance Director Abby Branan*)
 26. 2020 SPLOST 2023 Work Plan Amendment (*Finance Director Abby Branan*)
 27. 2023 TSPLOST 2023 Work Plan (*Finance Director Abby Branan*)
 - **COUNTY MANAGER**
 - **COUNTY ATTORNEY**
 - **COMMISSIONERS**
 - **PUBLIC COMMENTS**
 - **ADJOURNMENT**



Lumpkin County, Georgia

Board of Commissioners

Date: September 19, 2023

Agenda Item: Joint Proclamation City of Dahlonega & Lumpkin County – Chamber of Commerce Outgoing Board Chairman - Joe Mirakovits

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

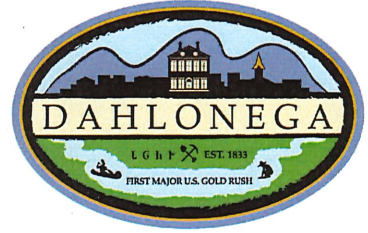
Budget Impact:

Staff Recommendation:



Joint Proclamation

By
Lumpkin County
And
The City of Dahlonega



WHEREAS; Joe Mirakovits has served as Chair of the Board of Directors for the Dahlonega-Lumpkin County Chamber of Commerce; and

WHEREAS; under Joe Mirakovits' leadership the Dahlonega-Lumpkin County Chamber distinguished itself as a catalyst for business growth, a convener of leaders and influencers, and a champion for a thriving community; and

WHEREAS; the work accomplished under his leadership has benefited our community through its efforts in small business growth, tourism promotion, advocacy on behalf of our community's business, and leadership development programs; and

WHEREAS; the Dahlonega-Lumpkin County Chamber unceasingly promotes Dahlonega-Lumpkin County for quality growth and development; and

WHEREAS; the business community, represented by Dahlonega-Lumpkin County Chamber, has been a driving force in fostering enhanced educational opportunities, promoting tourism, leadership development, the creation of jobs, and a positive vision of the future; and

WHEREAS; the Dahlonega-Lumpkin County Chamber has sought to achieve successful results for our community in a cooperative spirit with other organizations; and

WHEREAS; the Dahlonega-Lumpkin County Chamber has proudly represented the business community of Dahlonega-Lumpkin County; and

WHEREAS; the Dahlonega-Lumpkin County Chamber has been a strong partner with the City of Dahlonega and Lumpkin County in endeavors to promote and develop our local business community.

NOW, THEREFORE, BE IT RESOLVED let it be known that Joe Mirakovits has served as an effective leader as the Chair of the Dahlonega-Lumpkin County Chamber of Commerce and Visitors Bureau Board of Directors for 2023.

Lumpkin County Georgia

Chris Dockery, Chairman

Attest:

Melissa Witcher, County Clerk

City of Dahlonega

JoAnne Taylor, Mayor

Attest:

Mary Csukas, City Clerk





Lumpkin County, Georgia

County Clerk

Date:

September 19, 2023

Agenda Item:

Board of Commissioners - Work Session - Aug 1, 2023 4:00 PM

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:



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

August 1, 2023
4:00 PM

- **CALL TO ORDER**

- **PRESENTATIONS**

1. Enotah CASA Presentation - *Enotah Casa Director Della Lago*

- **MINUTES**

2. Board of Commissioners - Work Session - July 11, 2023 4:00 p.m.
3. Board of Commissioners - Public Hearing - July 18, 2023 5:15 p.m.
4. Board of Commissioners - Work Session II - July 18, 2023 5:30 p.m.
5. Board of Commissioners - Regular Meeting - July 18, 2023 6:00 p.m.
6. Board of Commissioners - Special Called Work Session - July 24, 2023 9:00 a.m.

- **RESOLUTIONS**

7. 2023-38 Appoint Members to Lumpkin County Hospital Authority - *Cindy Tomblin to Seat 4, with a term expiring 03/01/2025 and Allison Layne to Seat 6, with a term expiring 03/01/2026.*

- **CONTRACTS/AGREEMENTS**

8. 2023-079 Legacy Link Nutrition Program Services FY-2024 Contract (*Senior Center Manager Linda Kirkpatrick*)
9. 2023-080 Gas South, LLC – Natural Gas (*Finance Director Abby Branan*)
10. 2023-081 Duplicating Products Upgrade Contract (*Finance Director Abby Branan*)
11. 2023-082 ACCG Property and Liability Insurance Deductible and Coverages (*Community & Employee Services Director Alicia Davis*)

- **OTHER ITEMS**

12. Voting Delegate – Legislative Leadership Conference (*County Clerk Melissa Witcher*)
13. Parcel 083 100 Site Development Extension Request (*Community & Economic Development Director Rebecca Mincey*)
14. Naming of New Recreation Center (*Special Projects Director Ashley Peck*)
15. Alcoholic Beverage License - Familia Vineyards, LLC. d/b/a: Horse Creek Winery at Doghobble Vineyard and Farm (*County Clerk Melissa Witcher*)

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

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



August 1, 2023
4:00 PM

CALL TO ORDER

The meeting was called to order at 4:01 pm. Present were Chairman Chris Dockery and Commissioners Tucker Greene, Bobby Mayfield, Rhett Stringer, and Jeff Moran.

PRESENTATIONS

1. Enotah CASA Presentation - Enotah Casa Director Della Lago

The presentation was rescheduled for next month's work session.

MINUTES

2. Board of Commissioners - Work Session - July 11, 2023 4:00 p.m.
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RESOLUTIONS

7. 2023-38 Appoint Members to Lumpkin County Hospital Authority - Cindy Tomblin to Seat 4, with a term expiring 03/01/2025 and Allison Layne to Seat 6, with a term expiring 03/01/2026.

CONTRACTS/AGREEMENTS

8. 2023-079 Legacy Link Nutrition Program Services FY-2024 Contract (Senior Center Manager Linda Kirkpatrick)

Lumpkin County Board of Commissioners will consider entering into a contract with Legacy Link, Inc. for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening and support services for senior adults in Lumpkin County.

9. 2023-080 Gas South, LLC – Natural Gas (Finance Director Abby Branan)

Consideration of a contract with Gas South, LLC to provide natural gas to county facilities.

10. 2023-081 Duplicating Products Upgrade Contract (Finance Director Abby Branan)

Consideration of a Contract for upgrading copiers for Sheriff GCIC, Superior Court Judge, Juvenile Judge, Finance, Elections, Fire Department Administration, Fire Department Station 4, Facilities, Fire Department Station 2, Sheriff's Office Lobby, and District Attorney; additional copier for Sheriff Jail Admin Hall Commissioner Stringer asked how much paper staff actually still uses. Mr. Ours, the County Manager, said he will have to get reports on printer usage so he can provide an exact number.

11. 2023-082 ACCG Property and Liability Insurance Deductible and Coverages (Community & Employee Services Director Alicia Davis)

Request for consideration of Amending ACCG General Liability, Law Enforcement Liability, Public Officials Liability, Automobile Liability, Automobile Physical Damage, Property, Equipment Breakdown, & Crime insurance deductible and coverages.

The County's property and liability insurance renewal through ACCG increased by 30%, as well as an increase to the deductible from \$2,500 per occurrence to \$10,000 per occurrence. Staff was not informed of the deductible increase, nor was it included in the outline or worksheet provided by ACCG. Additionally, there was a short window of time between the renewal notification and the July regular meeting when this renewal was approved.

Commissioner Stringer said we need to figure out a way to fix this. The document we approved last month was a two-pager and it didn't mention anything about the deductible change. He said it makes no sense that there are old vehicles we have been paying full coverage on, which makes no sense at all. Chairman Dockery agreed and said he doesn't understand how our deductible changed without us knowing about it. Perhaps we need to set a policy for determining whether County vehicles are full coverage or just liability coverage. It makes no sense to have a 1977 vehicle under full coverage, he observed.

Commissioner Stringer said the insurance company is supposed to educate the customer, and that is not what is happening here. Alicia Davis does not even have a copy of the fully policy, he said. The Chairman agreed and said ACCG owes us some answers, and it could be hard to shop for new insurance without a copy of the current policy. Ms. Davis explained she has received a 15-page document that includes some pages with coverages and limits, but when she e-mailed the underwriter for a full copy of the policy, he said the proposal he sent is all he has. Commissioner Stringer said a proposal is not an insurance contract; there is no signature.

Chairman Dockery said we need to know the new rate, the coverage, and the deductible. That information should be a part of the staff analysis next year. He said he had no idea about the full coverage on those old vehicles, and the Commissioners need to be aware of things like that. He was under the impression that the cost was only changing due to rate changes, not due to a change in the policy. If there are changes to the terms, the BOC needs to be informed.

Chairman Dockery suggested that the County Manager and Commissioner Stringer should schedule a meeting with the representative from ACCG before the regular meeting.

OTHER ITEMS

12. Voting Delegate – Legislative Leadership Conference (County Clerk Melissa Witcher)

13. Parcel 083 100 Site Development Extension Request (Community & Economic Development Director Rebecca Mincey)

The owners/developers of parcel 083 100, United Family Homes, are seeking a 6-month extension to March 20, 2024 for the site development of the property.

Development Director Rebecca Mincey provided some background for this request. This development began in September of 2022 when the BOC approved the parcel for a Character Area Map amendment in order to allow for the development of multi-family housing. The owner/developer was given 12 months to begin site development, with the stipulation that it would revert back to the former character area if work did not begin during that period. The project has experienced delays to the site work and the developer is now requesting a 6 -month extension through March 20, 2024. Ms. Mincey explained the developer has met with the Water & Sewerage Authority recently and is waiting on the return of the civil set of plans.

Commissioner Mayfield asked if this extension could lead to more delays in the future. Ms. Mincey said the site is complicated and there were some permitting issues with GDOT that affected progress. Commissioner Moran asked if the delays were unforeseen or if they were the fault of the developer. The project architect, who was present for the meeting, explained that there were some unresolved line-of-sight issues with GDOT that required over 100 pages of documents to be submitted, and it set the project back by about four months.

Chairman Dockery said he would like to see a chronology showing progress from the initial approval until now, and that will help the Commissioners decide whether to grant an extension or not. He instructed the project architect to provide the chronology before the second work session later in the month. He said his main concern is with setting a precedent; if the BOC gives an extension for frivolous reasons, it could encourage other developers to do the same thing. Commissioner Mayfield commented that Lumpkin County needs more housing, so time is of the essence.

14. Naming of New Recreation Center (Special Projects Director Ashley Peck)

Approval of name for the new Recreation Center at Pinetree Way.

Commissioner Greene was in favor of giving the facility a name relating to its location, as this would make it easier to name future recreation facilities. Commissioner Mayfield agreed, stating that naming it "Lumpkin County Recreation Center" might confuse people. The rest of the Commissioners were in agreement.

15. Alcoholic Beverage License - Familia Vineyards, LLC. d/b/a: Horse Creek Winery at Doghobble Vineyard and Farm (County Clerk Melissa Witcher)

This is for the issuance of an alcoholic beverage license for farm wines on premises sales, off premises sales, consumption on premises, other farm wineries consumption on premises and located at 10 Roy Grindle Road, Dahlonega, GA 30533.

COUNTY MANAGER

COUNTY ATTORNEY

The County Attorney was absent due to her daughter's surgery.

COMMISSIONERS

Commissioner Mayfield was excited for the beginning of a new school year. Chairman Dockery complimented Charles Trammell for his work overseeing the creation of the revised intersection at Pinetree Way and Morrison Moore. He was concerned about traffic for the first day of school, but everything went smoothly. Commissioner Greene echoed his sentiment.

Commissioner Stringer shared an update from the Water & Sewerage Authority about the acceptance of an \$11 million grant for the sewer treatment plant on Lumpkin County Parkway and the community septic EDA grant. Commissioner Stringer said the LCWSA also asked him to bring a request before the BOC to use the \$160,000 that was already allocated for a project in River Trace subdivision. They desire to use half of the allocation for a more imperative repair.

LCWSA Director Sean Phipps explained the matter in more detail. Three phases were included in the original allocation, but the WSA was aware the County planned to pave those roads. They completed work on two of the streets prior to paving, but the third street was postponed. Since the first two streets were completed, the issues in the subdivision appeared to have stopped, meaning the third phase might not be necessary. Mr. Phipps explained they would instead like to use the funds for the Copper Ridge subdivision's water issues.

Chairman Dockery said the Commissioners could ratify it at the regular meeting if they are in consensus. He also asked Mr. Phipps to bring a staff analysis showing the grants, GEFA loans, and what has been completed.

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

The meeting was adjourned at 4:38 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

County Clerk

Date:

September 19, 2023

Agenda Item:

Board of Commissioners - Public Hearing - Aug 15, 2023 5:15 PM

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:



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

August 15, 2023
5:15 PM

- **CALL TO ORDER**
- **PUBLIC COMMENT - Issuance of Alcoholic Beverages Farm Winery License to Sammy J. Zamarripa for Familia Vineyards, LLC d/b/a Horse Creek Winery at Doghobble Vineyard & Farm**
- **ADJOURNMENT**

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



August 15, 2023
5:15 PM

CALL TO ORDER

The meeting was called to order at 5:20 pm. Present were Chairman Chris Dockery and Commissioners Tucker Greene, Bobby Mayfield, Rhett Stringer, and Jeff Moran.

PUBLIC COMMENT

Issuance of Alcoholic Beverages Farm Winery License to Sammy J. Zamarripa for Familia Vineyards, LLC d/b/a Horse Creek Winery at Doghobble Vineyard & Farm

There were no comments from the public.

ADJOURNMENT

The meeting was adjourned at 5:21 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

County Clerk

Date: September 19, 2023

Agenda Item: Board of Commissioners - Work Session II - Aug 15, 2023 5:30 PM

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



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

August 15, 2023
5:30 PM

- **CALL TO ORDER**
- **CONSIDERATION OF MINUTES**
 1. Board of Commissioners - Work Session - July 11, 2023 4:00 p.m.
 2. Board of Commissioners - Public Hearing - July 18, 2023 5:15 p.m.
 3. Board of Commissioners - Work Session II - July 18, 2023 5:30 p.m.
 4. Board of Commissioners - Regular Meeting - July 18, 2023 6:00 p.m.
 5. Board of Commissioners - Special Called Work Session - July 24, 2023 9:00 a.m.
- **RESOLUTIONS**
 6. 2023-38 Appoint Members to Lumpkin County Hospital Authority - *Cindy Tomblin to Seat 4, with a term expiring 03/01/2025 and Allison Layne to Seat 6, with a term expiring 03/01/2026.*
- **CONTRACTS/AGREEMENTS**
 7. 2023-079 Legacy Link Nutrition Program Services FY-2024 Contract (*Senior Center Manager Linda Kirkpatrick*)
 8. 2023-080 Gas South, LLC – Natural Gas (*Finance Director Abby Branan*)
 9. 2023-081 Duplicating Products Upgrade Contract (*Finance Director Abby Branan*)
 10. 2023-082 ACCG Property and Liability Insurance Deductible and Coverages (*Community & Employee Services Director Alicia Davis*)
- **OTHER ITEMS**
 11. Voting Delegate – Legislative Leadership Conference (*County Clerk Melissa Witcher*)
 12. Parcel 083 100 Site Development Extension Request (*Community & Economic Development Director Rebecca Mincey*)
 13. Naming of New Recreation Center (*Special Projects Director Ashley Peck*)
 14. Alcoholic Beverage License - Familia Vineyards, LLC. d/b/a: Horse Creek Winery at Doghobble Vineyard and Farm (*County Clerk Melissa Witcher*)
 15. LCWSA - Request to reallocate encumbered ARPA Funds for Water Infrastructure Projects (*W&S Director Sean Phipps*)
- **COUNTY MANAGER**
- **COUNTY ATTORNEY**
- **COMMISSIONERS**

- **PUBLIC COMMENT (Agenda Specific)**
- **ADJOURNMENT**

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



August 15, 2023

5:30 PM

CALL TO ORDER

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

CONSIDERATION OF MINUTES

1. Board of Commissioners - Work Session - July 11, 2023 4:00 p.m.
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RESOLUTIONS

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CONTRACTS/AGREEMENTS

7. 2023-079 Legacy Link Nutrition Program Services FY-2024 Contract (Senior Center Manager Linda Kirkpatrick)

Lumpkin County Board of Commissioners will consider entering into a contract with Legacy Link, Inc. for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening and support services for senior adults in Lumpkin County.

8. 2023-080 Gas South, LLC – Natural Gas (Finance Director Abby Branan)

Consideration of a contract with Gas South, LLC to provide natural gas to county facilities.

9. 2023-081 Duplicating Products Upgrade Contract (Finance Director Abby Branan)

Consideration of a Contract for upgrading copiers for Sheriff GCIC, Superior Court Judge, Juvenile Judge, Finance, Elections, Fire Department Administration, Fire Department Station 4, Facilities, Fire Department Station 2, Sheriff's Office Lobby, and District Attorney; additional copier for Sheriff Jail Admin Hall

10. 2023-082 ACCG Property and Liability Insurance Deductible and Coverages (Community & Employee Services Director Alicia Davis)

Request for consideration of Amending ACCG General Liability, Law Enforcement Liability, Public Officials Liability, Automobile Liability, Automobile Physical Damage, Property, Equipment Breakdown, & Crime insurance deductible and coverages.

Commissioner Stringer briefed the rest of the BOC on his findings from the insurance meeting with ACCG and staff. He stated the meeting was productive and ACCG is going to make some minor changes to how they present renewals in the future. They combed through the County's policy to identify potential additions and deletions. Based on our claims history, it makes sense to go back to the \$2,500 deductible and add Replacement Cost coverage for certain vehicles (fire trucks, ambulances, and sheriff) purchased in the last five years. Physical damage coverage for other vehicles older than 5 years will be removed. Commissioner Stringer said there is no doubt in his mind that these changes will pay out in the long term.

11. NTIA Grant Extension (Community & Economic Development Director Rebecca Mincey)

Development Director Rebecca Mincey gave background on the NTIA portion of the broadband project. She explained they are having to make the extension request because of the lengthy permitting process with the US Forest Service. The submissions have been divided into territory inside the National Forest and territory outside the National Forest. The BOC was in consensus to proceed with the extension request and ratify it at the September regular meeting.

OTHER ITEMS

12. Voting Delegate – Legislative Leadership Conference (County Clerk Melissa Witcher)

13. Parcel 083 100 Site Development Extension Request (Community & Economic Development Director Rebecca Mincey)

The owners/developers of parcel 083 100, United Family Homes, are seeking a 4 month extension to January 20, 2024 for the site development of the property. Commissioner Mayfield said the timeline provided by the Antler Ridge team was clear and detailed. Chairman Dockery was concerned about setting a precedent for future projects to not follow deadlines. He told the Antler Ridge representative that they should provide Rebecca Mincey with a monthly progress update. The architect said he would be happy to provide updates to Ms. Mincey.

14. Naming of New Recreation Center (Special Projects Director Ashley Peck)

Approval of name for the new Recreation Center at Pinetree Way.

15. Alcoholic Beverage License - Familia Vineyards, LLC. d/b/a: Horse Creek Winery at Doghobble Vineyard and Farm (County Clerk Melissa Witcher)

This is for the issuance of an alcoholic beverage license for farm wines on premises sales, off premises sales, consumption on premises, other farm wineries consumption on premises and located at 10 Roy Grindle Road, Dahlonega, GA 30533.

16. LCWSA - Request to reallocate encumbered ARPA Funds for Water Infrastructure Projects (W&S Director Sean Phipps)

In 2021 Lumpkin County BOC approved a request by LCWSA for use of ARPA funds to complete three phases of Water Infrastructure Projects within the River Trace Subdivision. LCWSA is requesting a reallocation of funds encumbered for the third phase of the River Trace improvements to complete Water Infrastructure Improvements within the Copper Ridge Subdivision.

Commissioner Stringer said the LCWSA Director Sean Phipps provided the updated list of projects for the Commissioners' review.

COUNTY MANAGER

Mr. Ours shared that the Lumpkin 101 Citizens Academy will be beginning on September 18th. The class has 30 openings and is about half full.

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

The meeting was adjourned at 5:42 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County

Work Session II
August 15, 2023

2



Lumpkin County, Georgia

County Clerk

Date: September 19, 2023

Agenda Item: Board of Commissioners - Special Called Meeting - Aug 22, 2023 4:30 PM

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



LUMPKIN COUNTY
Board of Commissioners
Special Called Meeting Agenda
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533

August 22, 2023
4:30 PM

- **CALL TO ORDER**
- **CONSIDERATION OF AGENDA**
- **RESOLUTIONS**
 - 2023-39 Resolution to Establish the 2024 Budget (*Finance Director Abby Branan*)
 - 2023-40 Resolution to Establish the 2023 Ad Valorem Tax Millage Rate (*Finance Director Abby Branan*)
- **CONTRACTS**
 - 2023-083 Enotah Circuit - CY24 ARPA Application (*Finance Director Abby Branan*)
- **ADJOURNMENT**

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



August 22, 2023
4:30 PM

CALL TO ORDER

Chairman Dockery called the meeting to order at 4:31 pm. Present were Chairman Chris Dockery and Commissioners Tucker Greene, Bobby Mayfield, Rhett Stringer, and Jeff Moran.

CONSIDERATION OF AGENDA

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

RESOLUTIONS

2023-39 Resolution to Establish the 2024 Budget (Finance Director Abby Branan)

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

2023-40 Resolution to Establish the 2023 Ad Valorem Tax Millage Rate (Finance Director Abby Branan)

Chairman Dockery read aloud a letter from Lumpkin County Schools Superintendent Rob Brown and the Board of Education.

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

CONTRACTS

2023-083 Enotah Circuit - CY24 ARPA Application (Finance Director Abby Branan)

***Motion:** Chairman Dockery moved to approve the application, and the motion was seconded by Commissioner Mayfield. The motion was approved unanimously.*

ADJOURNMENT

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

The meeting adjourned at 4:44 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

County Clerk

Date:

September 19, 2023

Agenda Item:

Board of Commissioners - Public Hearing - Aug 8, 2023 5:30 PM

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:



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

August 8, 2023
5:30 PM

- **Call to Order**
- **Public Comment on Proposed 2024 Budget**
- **Adjournment**

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



August 8, 2023
5:30 PM

Call to Order

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

Public Comment on Proposed 2024 Budget

There were no comments from the public.

Adjournment

The meeting was adjourned at 5:31 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

County Clerk

Date: September 19, 2023

Agenda Item: Board of Commissioners - Regular Meeting - Aug 15, 2023 6:00 PM

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



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

August 15, 2023
6:00 PM

- **CALL TO ORDER**
- **INVOCATION**
- **CONSIDERATION OF AGENDA**
- **PUBLIC COMMENTS (Agenda Specific)**
- **CONSIDERATION OF MINUTES**
 1. Board of Commissioners - Work Session - July 11, 2023 4:00 p.m.
 2. Board of Commissioners - Public Hearing - July 18, 2023 5:15 p.m.
 3. Board of Commissioners - Work Session II - July 18, 2023 5:30 p.m.
 4. Board of Commissioners - Regular Meeting - July 18, 2023 6:00 p.m.
 5. Board of Commissioners - Special Called Work Session - July 24, 2023 9:00 a.m.
- **RESOLUTIONS**
 6. 2023-38 Appoint Members to Lumpkin County Hospital Authority - *Cindy Tomblin to Seat 4, with a term expiring 03/01/2025 and Allison Layne to Seat 6, with a term expiring 03/01/2026.*
- **REPORTS**

County Department reports can be viewed on www.lumpkincounty.gov
- **ELECTED OFFICIALS**
- **CONTRACTS/AGREEMENTS**
 7. 2023-079 Legacy Link Nutrition Program Services FY-2024 Contract (*Senior Center Manager Linda Kirkpatrick*)
 8. 2023-080 Gas South, LLC – Natural Gas (*Finance Director Abby Branan*)
 9. 2023-081 Duplicating Products Upgrade Contract (*Finance Director Abby Branan*)
 10. 2023-082 ACCG Property and Liability Insurance Deductible and Coverages (*Community & Employee Services Director Alicia Davis*)
- **OTHER ITEMS**
 11. Voting Delegate – Legislative Leadership Conference (*County Clerk Melissa Witcher*)
 12. Parcel 083 100 Site Development Extension Request (*Community & Economic Development Director Rebecca Mincey*)

13. Naming of New Recreation Center (*Special Projects Director Ashley Peck*)
 14. Alcoholic Beverage License - Familia Vineyards, LLC. d/b/a: Horse Creek Winery at Doghobble Vineyard and Farm (*County Clerk Melissa Witcher*)
 15. LCWSA - Request to reallocate encumbered ARPA Funds for Water Infrastructure Projects (*W&S Director Sean Phipps*)
- **COUNTY MANAGER**
 - **COUNTY ATTORNEY**
 - **COMMISSIONERS**
 - **PUBLIC COMMENTS**
 - **ADJOURNMENT**

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



August 15, 2023
6:00 PM

CALL TO ORDER

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

INVOCATION

CONSIDERATION OF AGENDA

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

PUBLIC COMMENTS (Agenda Specific)

Citizen Jesse White suggested naming the new recreation center as the Donald J. Trump Recreation Center.

CONSIDERATION OF MINUTES

1. Board of Commissioners - Work Session - July 11, 2023 4:00 p.m.
2. Board of Commissioners - Public Hearing - July 18, 2023 5:15 p.m.
3. Board of Commissioners - Work Session II - July 18, 2023 5:30 p.m.
4. Board of Commissioners - Regular Meeting - July 18, 2023 6:00 p.m.
5. Board of Commissioners - Special Called Work Session - July 24, 2023 9:00 a.m.

***Motion:** Commissioner Moran moved to approve the minutes by acclamation and was seconded by Commissioner Stringer. The motion was approved unanimously.*

RESOLUTIONS

6. 2023-38 Appoint Members to Lumpkin County Hospital Authority - Cindy Tomblin to Seat 4, with a term expiring 03/01/2025 and Allison Layne to Seat 6, with a term expiring 03/01/2026.

***Motion:** Chairman Dockery made a motion to nominate Cindy Tomblin to seat 4 with a term expiring 3/01/2025, and Allison Layne to seat 6 with a term expiring 3/01/2026. The motion was seconded by Commissioner Greene, and it carried with unanimous approval.*

REPORTS

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

ELECTED OFFICIALS

CONTRACTS/AGREEMENTS

7. 2023-079 Legacy Link Nutrition Program Services FY-2024 Contract (Senior Center Manager Linda Kirkpatrick)

Lumpkin County Board of Commissioners will consider entering into a contract with Legacy Link, Inc. for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening and support services for senior adults in Lumpkin County.

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

8. 2023-080 Gas South, LLC – Natural Gas (Finance Director Abby Branan)

Consideration of a contract with Gas South, LLC to provide natural gas to county facilities.

Motion: Commissioner Stringer moved to approve the contract and was seconded by Commissioner Greene. The motion was approved unanimously.

9. 2023-081 Duplicating Products Upgrade Contract (Finance Director Abby Branan)

Consideration of a Contract for upgrading copiers for Sheriff GCIC, Superior Court Judge, Juvenile Judge, Finance, Elections, Fire Department Administration, Fire Department Station 4, Facilities, Fire Department Station 2, Sheriff's Office Lobby, and District Attorney; additional copier for Sheriff Jail Admin Hall.

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

10. 2023-082 ACCG Property and Liability Insurance Deductible and Coverages (Community & Employee Services Director Alicia Davis)

Request for consideration of Amending ACCG General Liability, Law Enforcement Liability, Public Officials Liability, Automobile Liability, Automobile Physical Damage, Property, Equipment Breakdown, & Crime insurance deductible and coverages.

Motion : Commissioner Mayfield moved to approve option C, which is to move deductibles back to \$2500/\$5000 and take off physical damage coverage for vehicles worth less than \$5,000, and add Replacement Cost coverage for all fire trucks, ambulances, and police vehicles bought new within the past five years. The motion was seconded by Commissioner Moran. The motion was approved unanimously.

OTHER ITEMS

11. Voting Delegate – Legislative Leadership Conference (County Clerk Melissa Witcher)

Motion: Commissioner Stringer made a motion to nominate Chairman Dockery, and his motion was seconded by Commissioner Greene. The motion was approved and carried.

12. Parcel 083 100 Site Development Extension Request (Community & Economic Development Director Rebecca Mincey)

The owners/developers of parcel 083 100, United Family Homes, are seeking a 4-month extension to January 20, 2024 for the site development of the property.

Motion: Chairman Dockery made a motion to grant the extension for 6 months, and to require the developer/representative to submit a monthly report to the Planning Director. The motion was seconded by Commissioner Moran. The motion carried unanimously.

13. Naming of New Recreation Center (Special Projects Director Ashley Peck)

Approval of name for the new Recreation Center at Pinetree Way.

Motion: Commissioner Mayfield made a motion to to name it "Pinetree Recreation Center." His motion was seconded by Commissioner Greene, an it was approved unanimously.

14. Alcoholic Beverage License - Familia Vineyards, LLC. d/b/a: Horse Creek Winery at Doghobble Vineyard and Farm (County Clerk Melissa Witcher)

This is for the issuance of an alcoholic beverage license for farm wines on premises sales, off premises sales, consumption on premises, other farm wineries consumption on premises and located at 10 Roy Grindle Road, Dahlonega, GA 30533.

Motion: Commissioner Moran moved to approve the license and was seconded by Commissioner Greene. The motion was approved unanimously.

15. LCWSA - Request to reallocate encumbered ARPA Funds for Water Infrastructure Projects (W&S Director Sean Phipps)

In 2021 Lumpkin County BOC approved a request by LCWSA for use of ARPA funds to complete three phases of Water Infrastructure Projects within the River Trace Subdivision. LCWSA is requesting a reallocation of funds encumbered for the third phase of the River Trace improvements to complete Water Infrastructure Improvements within the Copper Ridge Subdivision.

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

COUNTY MANAGER

Mr. Ours gave an update to the BOC on the progress of the Pinetree Recreation Center. Chairman Dockery asked for him to arrange a site visit with the BOC and the Building Committee at some point in the near future.

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENTS

There were no comments from the public.

ADJOURNMENT

Motion: Commissioner Mayfield moved to adjourn the meeting, and he was seconded by Commissioner Stringer. The motion was approved and the meeting ended at 6:13 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

Board of Commissioners

Date:

September 19, 2023

Agenda Item:

2023-41 Appoint Member to the Library Board - *Shana Corbin to Seat 8, with a term expiring 06/30/2027*

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2023-41

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

Whereas, the Lumpkin County Board of Commissioners desires to appoint a member to the Lumpkin County Library Board of Trustees to serve in Seat 8;

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

<u>Name</u>	<u>Seat</u>	<u>Term Expiration</u>
Shana Corbin	8	June 30, 2027

Resolved, adopted and effective this 19th day of September, 2023.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Finance

Date:	September 19, 2023
Agenda Item:	2023-42 Increase the Compensation for Court Bailiffs (<i>Finance Director Abby Branan</i>)
Item Description:	Consideration to increase the compensation for court bailiffs from \$75.00 to \$100.00 per day.
Facts & Historical Information:	Bailiff pay was last increased in October 16 as a result of the salary study implemented by the Board of Commissioners. The rate was increased from \$70.00 to \$75.00 per day. During the Enotah Circuit meeting that was held in July 2023, there was discussion of all counties providing the same rate of pay to bailiffs. The recommendation was for all counties to pay bailiffs at a rate of \$100.00 per day.
Potential Courses Of Action:	A. Approve the change of pay for bailiffs as presented. B. Approve another amount of pay for bailiffs. C. Do not change the pay for bailiffs.
Budget Impact:	The increased bailiff pay is included in the FY2024 budget. There are also sufficient funds to pay the increased rate for the remainder of FY2023.
Staff Recommendation:	Course of Action A.

LUMPKIN COUNTY RESOLUTION NO. 2023-42

**A RESOLUTION TO INCREASE THE COMPENSATION FOR
COURT BAILIFFS**

Whereas, representatives of the Enotah Judicial Circuit have recommended that each of the counties in the circuit set a uniform rate of pay for court bailiffs; and

Whereas, court bailiffs are currently compensated at the rate of \$75.00 per day; and

Whereas, Lumpkin County Board of Commissioners desires to increase the compensation for court bailiffs from \$75.00 per day to \$100.00 per day;

Now therefore, it is hereby resolved that the compensation for court bailiffs shall be \$100.00 per day.

Resolved, adopted and effective this 19th day of September, 2023.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Finance

Date:	September 19, 2023
Agenda Item:	2023-43 September Surplus List (<i>Finance Director Abby Branan</i>)
Item Description:	Consideration of list of County inventory items to be declared surplus.
Facts & Historical Information:	The item(s) on the attached sheet are no longer used or needed by County departments and need to be declared surplus to legally be removed from the County's asset listing and disposed of via sale or disposal at the Transfer Station. Historically, items have been sold via GovDeals, an online auction site. Each County Department or Constitutional Officer has the opportunity to review the items to see if their respective department/office has use of any item prior to placement on the surplus list and subsequent presentation to the Board of Commissioners.
Potential Courses Of Action:	A. Approve surplus list items for sale. Any unsold items will be disposed of in accordance with O.C.G.A. B. Keep the items in County inventory.
Budget Impact:	Selling the items on GovDeals would generate additional unbudgeted revenue for the county. The dollar amount is unknown due to GovDeals being a bid/auction site. Keeping the unused items will not generate revenue and will result in staff having to find a location to store the items.
Staff Recommendation:	The recommendation of staff is surplus the item listed and sell on the GovDeals.com website. Staff also recommends any unsold item(s) or items noted as scrap be disposed of at the Transfer Station or sold for scrap with the funds generated deposited into the General Fund.

LUMPKIN COUNTY RESOLUTION NO. 2023 –43

**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 08/29/2023 attached hereto as Exhibit “A”, which is incorporated herein by reference and made a part hereof, are no longer used or needed for County purposes;

Now therefore, it is hereby resolved that said property identified on the Surplus Request List Dated 08/29/2023 attached hereto as Exhibit “A” is declared surplus; and

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

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

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

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

Resolved, adopted and effective this 19th of September, 2023.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Exhibit "A"

SURPLUS REQUEST LIST DATED 08/29/23

Dept.	Description	Comments	ID#	VIN OR SERIAL NUMBER
33000	HP Envy 5052	Replaced with a Ricoh copier		TH87G5G19S
33000	EPSON WORKFORCE PRO 4740			X2TY143077
33000	EPSON WORKFORCE PRO 4740			X2TY143081
33000	EPSON WORKFORCE PRO 4740*			C11CJ05201

*SO Staff disposed printer.



Lumpkin County, Georgia

Planning

Date:

September 19, 2023

Agenda Item:

2023-084 NTIA Grant Extension (*Community & Economic Development Director Rebecca Mincey*) **Ratify**

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:



LUMPKIN COUNTY BOARD OF COMMISSIONERS

Tucker Greene
District 1

Chris Dockery
Chairman

Rhett Stringer
District 3

Dr. Bobby Mayfield
District 2

Jeff Moran
District 4



August 15, 2023

Re: Extension Request for Federal Award 13-08-I2210: Territory inside the Chattahoochee-Oconee National Forests

To Whom It May Concern:

Lumpkin County, Georgia ("Lumpkin County") was awarded federal funding through the US Department of Commerce's National Telecommunications & Information Administration (NTIA) Broadband Infrastructure Program (NIP) on March 1, 2022.

Previous requests submitted have resulted in the following:

- NIST approval of a 12-month extension for Environmental Assessment & Historic Preservation review to September 1, 2023.
- NIST approval of a 12-month no-cost extension to the Period of Performance to February 28, 2024.
- NIST approval to separate the Lumpkin County project for NEPA/NHPA purposes in two parts:
 1. Territory inside the Chattahoochee-Oconee National Forests
 2. Territory outside the Chattahoochee-Oconee National Forests.

This letter serves as an extension request of the following items for the portion of the overall project within the territory of the Chattahoochee-Oconee National Forests, which is therefore dependent on National Forest ("Dependent Project"):

- 1) Environmental Assessment & Historic Preservation Review Period deadline extended from September 1, 2023 to April 1, 2024.
- 2) No-cost extension to the Period of Performance from February 28, 2024 to September 30, 2024.

Windstream submitted a Standard Form 299 Application for Transportation, Utility Systems, Telecommunications and Facilities on Federal Lands and Property (SF-299) to the Forest Service on December 19, 2022. Until said SF-299 Application has been fully reviewed and approved by the Forest Service, Windstream cannot obtain a Categorical Exclusion from NTIA and commence construction.

Lumpkin County and Windstream make this request because of extenuating circumstances stemming from the significantly lengthy permitting process experienced with the Forest Service. Additionally, Windstream has been advised by representatives of the National Forest to expect approval around year-end of 2023, thereby making completion of the project before February 28, 2024, nearly impossible.

If the requested extension is granted, Lumpkin County and Windstream will work diligently with NTIA and the Forest Service to move these items forward as quickly as possible.

The total budget and final goals achieved will not be affected by this request.

As for the portion of the project independent, or outside, the Chattahoochee-Oconee National Forests, Windstream has completed the majority of the required environmental reviews, including coordinating with Lumpkin County to submit the NTIA Categorical Exclusion request.

The final Categorical Exclusion approval is expected this month; therefore, no extension is requested for the portion of the project independent of the National Forest.

Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'CD', is positioned above the printed name of the signatory.

Chris Dockery
Chairman, Lumpkin County Board of Commissioners



Lumpkin County, Georgia

Development Authority

Date:	September 19, 2023
Agenda Item:	2023-085 CTC Technology & Energy Professional Consulting Contract - Amendment 1 (<i>Community & Economic Development Director Rebecca Mincey</i>)
Item Description:	1. Amendment 1 extends the terms of the original contract between CTC & Lumpkin County Board of Commissioners until August 31, 2024 and updates the quarterly fixed fee for services to \$27,500/quarter. 2. The DALC board of directors renewed the SFRF portion of the consulting contract at the August 2023 board meeting. The DALC is seeking consideration from the BOC for the quarterly payments of \$10,000/quarter to be paid out of the fund balance assigned to American Rescue Plan Act related projects. The Amendments for both NTIA and SFRF consulting contracts are attached.
Facts & Historical Information:	The CTC team has assisted with project implementation, oversight, tracking, data collection, and reporting related to grant funds received from the grant awards for a broadband infrastructure project Lumpkin County Government and the DALC were awarded. A summary of the consulting teams primary activities over the past 12 months are outlined below: • Provide oversight and guidance to seek to ensure compliance with funding agency requirements • Meet monthly on site and throughout the month virtually with the implementation teams to assess progress, inform reporting, and ensure quality control measures are in place • Review contracts and purchasing documentation to ensure compliance of expenditures using federal funds • Assist with applying for and packaging materials for reimbursement
Potential Courses Of Action:	a. Approve Amendment 1 as presented and use a portion of fund balance assigned to American Rescue Plan Act related projects for both NTIA and SFRF contract expenses b. Approve the Amendment 1 with suggested revisions c. Do not approve the Amendment 1 d. Provide staff another course of action
Budget Impact:	

Year One	Total Contract	Reimbursable Request *	Previously approved from fund balance of American Rescue Plan Act related projects
NTIA	\$32,500	\$20,475	\$12,025
SFRF	\$85,000	\$0	\$85,000
Total Year 1:			\$97,025 **

Year Two	Total Contract	Reimbursable Request *	Current budget request from fund Balance of American Rescue Plan Act related projects
NTIA	\$110,000	\$63,300	\$40,700
SFRF	\$40,000	\$0	\$40,000
Total Year 2:			\$80,700 **

* The NTIA approved budget allows for reimbursement of third party oversight at 67% of the cost to not exceed approx. \$170,000. This option is not within the approved SFRF budget.

** Cumulative Total (Year 1 and Year 2): \$177,725 from Fund Balance of the American Rescue Plan Act Funds

Staff Recommendation:

- a. Approve Amendment 1 as presented and use a portion of fund balance assigned to American Rescue Plan Act related projects for both NTIA and SFRF contract expenses

AMENDMENT 1

AMENDMENT 1 TO PROFESSIONAL CONSULTING CONTRACT EXECUTED AUGUST 17, 2022, AND EFFECTIVE SEPTEMBER 1, 2022, BY AND BETWEEN COLUMBIA TELECOMMUNICATIONS CORPORATION DBA CTC TECHNOLOGY & ENERGY AND THE LUMPKIN COUNTY BOARD OF COMMISSIONERS

This amendment entered effective August 31, 2023, pursuant to term 13 of the contract.

The purposes of this amendment are as follows:

1. This amendment extends the executed contract for an additional year, to expire August 31, 2024.
 - a. Term 6 currently reads, in part: “Term/Termination. The term of the Agreement is one year beginning on September 1, 2022. This Agreement may be terminated by either party at any time upon thirty days written notice to the other party.”
 - b. Term 6 is amended to read, in part: “Term/Termination. The term of the Agreement is two years beginning on September 1, 2022, and expiring on August 31, 2024. This Agreement may be terminated by either party at any time upon thirty days written notice to the other party.”
2. This amendment increases the total budget under this contract from \$32,500 to \$142,500.
 - a. Term 4 currently reads, in part: “The Client will pay CTC for services rendered per the terms of Appendix A at a fixed fee of \$32,500 per year, inclusive of all expenses. Additional tasks requested by Client that are beyond the scope of the proposal will be billed by the hour per the schedule in Appendix A. CTC will invoice Client for the fixed fee on a quarterly basis at \$8,125 per invoice.”
 - b. Term 4 is amended to read, in part: “The Client will pay CTC for services rendered per the terms of Appendix A at a fixed fee of \$142,500 for two years, inclusive of all expenses. Additional tasks requested by Client that are beyond the scope of the proposal will be billed by the hour per the schedule in Appendix A. CTC will invoice Client for the fixed fee on a quarterly basis at \$8,125 for the first year, and at \$27,500 for the second year.”

All other terms and conditions of the original Agreement remain unchanged.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective duly authorized representatives.

Lumpkin County Board of Commissioners

Columbia Telecommunications Corporation

Signature

Signature

Name

Joanne S. Hovis
Name

Title

President
Title

Date

Date

AMENDMENT 1

AMENDMENT 1 TO PROFESSIONAL CONSULTING CONTRACT EXECUTED JUNE 23, 2022, AND EFFECTIVE AUGUST 1, 2022, BY AND BETWEEN COLUMBIA TELECOMMUNICATIONS CORPORATION DBA CTC TECHNOLOGY & ENERGY AND DEVELOPMENT AUTHORITY OF LUMPKIN COUNTY

This amendment entered effective July 31, 2023, pursuant to term 13 of the contract.

The purposes of this amendment are as follows:

1. This amendment extends the executed contract for an additional year, to expire July 31, 2024.
 - a. Term 6 currently reads: “Term/Termination. The term of the Agreement is one year beginning on August 1, 2022. This Agreement may be terminated by either party at any time upon thirty days written notice to the other party.”
 - b. Term 6 is amended to read: “Term/Termination. The term of the Agreement is two years beginning on August 1, 2022, and expiring on July 31, 2024. This Agreement may be terminated by either party at any time upon thirty days written notice to the other party.”
2. This amendment increases the total budget under this contract from \$85,000 to \$125,000.
 - a. Term 4 currently reads: “The Client will pay CTC for services rendered per the terms of Appendix A at a fixed fee of \$85,000 per year, inclusive of all expenses. Additional tasks requested by Client that are beyond the scope of the proposal will be billed by the hour per the schedule in Appendix A. CTC will invoice Client for the fixed fee on a quarterly basis at \$21,250 per invoice.”
 - b. Term 4 is amended to read: “The Client will pay CTC for services rendered per the terms of Appendix A at a fixed fee of \$125,000 for two years, inclusive of all expenses. Additional tasks requested by Client that are beyond the scope of the proposal will be billed by the hour per the schedule in Appendix A. CTC will invoice Client for the fixed fee on a quarterly basis at \$21, 250 for the first year, and at \$10,000 for the second year.”

All other terms and conditions of the original Agreement remain unchanged.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective duly authorized representatives.

**For Development Authority of
Lumpkin County**

Signature

Name

Title

Date

For Columbia Telecommunications Corporation

Signature

Joanne S. Hovis
Name

President
Title

Date



Lumpkin County, Georgia

Public Works

Date:

September 19, 2023

Agenda Item:

2023-086 GDOT 5311 FY2025 Application (*Fleet Maintenance Manager Randy Allison*)

Item Description:

APPLICATION SUBMISSION

FFY 2025 (July 1, 2024 – June 30, 2025)

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 September 30, 2023.

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 2025:

Budget Request Summary:

	Total	Federal	Local Match
Operating Budget Total	\$219,885.00	\$109,942.50	\$109,942.50

Potential Courses Of Action:

A. Submit a signed application.

B. Amend and submit a signed application.

C. Do not submit an application.

Comparison:

If Course A or B is chosen, the funding will be secured to continue to operate the transportation for the period July 1, 2024 through June 30, 2025.

If Course C 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, 2024).

Budget Impact:

The local portion of the 5311 Transit program is included in the FY23 Budget at the current FY23 Contract rate of \$40,500 per 6 months. If the requested FY2024 application is awarded as requested, an additional \$11,167.50 will be needed to fund 07/01/23-12/31/23, assuming expenses are the maximum expected on the application budget. The local portion for the 01/01/24-06/30/24 part of this application will be included in the FY2024 budget.

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

Special Projects

Date:	September 19, 2023
Agenda Item:	2023-087 CivicPlus Contract Renewal - County Website (<i>Special Projects Director Ashley Peck</i>)
Item Description:	Contract with CivicPlus for website hosting and support
Facts & Historical Information:	In July 2019 the Board of Commissioners entered into an agreement with CivicPlus for Website design, development and hosting. That contract was on automatic renewal for 4 successive years. With the 4 years ending the contract with CivicPlus needs to be renewed. In that past 4 years Lumpkin County has utilized CivicPlus for our website hosting. Staff is familiar with the backend of the site and CivicPlus' user interface is user friendly and adaptive to various needs. CivicPlus specializes in city and county online communications and is widely used in local government. They are familiar with the needs of government and have 24 hour support. The current contract is for 1 year with an automatic renewal of 1 year. The cost of the contract is \$12,549.99. This is an increase of \$1,456.46 a year over the last contract of \$11,093.53. Renewing the contract will ensure the County's website stays online and functional and staff can continue with its usage. Termination of the contract will result in the County website going offline and a new hosting company would need to be located. Any new hosting company would require an additional initial investment for design and development of the new site.
Potential Courses Of Action:	A. Approve the contract with CivicPlus for website hosting. B. Do not approve the contract with CivicPlus for website hosting. C. Request staff to procure a different company for website hosting.
Budget Impact:	There will be no impact to the budget as the cost was included in the annual budget.
Staff Recommendation:	Approve the contract with CivicPlus for renewal.

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-42266-1

Date:

4/26/2023 12:59 PM

Customer:LUMPKIN COUNTY,
GEORGIA

QTY	Product Name	DESCRIPTION
1.00	CivicPlus GCMS All-Inclusive	Website Annual Fees for Hosting and Support.
1.00	ADFS Annual Fee Renewal	ADFS Annual Fee Renewal
1.00	AudioEye Ally Renewal Pop < 40,000	AudioEye Managed: https://www.lumpkincounty.gov
1.00	SSL Certificate Annual Fee	SSL Certificate Annual Fee: https://www.lumpkincounty.gov
1.00	Ultimate Department Header Annual Fee - CivicEngage Renewal	Ultimate Department Header Annual Fee: Planning & Development
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	48 Month Redesign Ultimate Annual - CivicEngage Central	48 Month Redesign Ultimate Annual - CivicEngage Central
2.00	Premium Department Header Annual Fee - CivicEngage	Premium Department Header Annual Fee: Parks & Recreation, Sheriff

Annual Recurring Services - Initial Term	USD 12,549.99
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1. This renewal Statement of Work ("SOW") is between Lumpkin County Government ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the original services agreement signed by Customer and CivicPlus and each applicable statement of work signed by the parties for the services listed herein (collectively, referred to as the "Agreement"). The terms of this SOW shall control and supersede any conflicting terms of the Agreement with respect to the services listed herein (the "Services").

2. This SOW shall remain in effect for an initial term starting at the Customer's next renewal date of 9/10/2023 and running for twelve months ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase of 5% each Renewal Term.

4. Except as set forth in in this SOW, all terms in the Agreement shall remain in full force and effect and no modification thereto shall be valid unless in writing and agreed upon by CivicPlus and Customer. This SOW embodies the entire agreement between the Parties with respect to this Amendment.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Name:

Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:



Lumpkin County, Georgia

Special Projects

Date:	September 19, 2023
Agenda Item:	2023-088 CivicPlus Contract Renewal - CivicReady (<i>Special Projects Director Ashley Peck</i>)
Item Description:	Contract Renewal for CivicReady through CivicPlus
Facts & Historical Information:	In July 2019 the Board of Commissioners entered into an agreement with CivicPlus to implement and use CivicReady. That contract was on automatic renewal for 4 successive years. With the 4 years ending, the contract with CivicPlus for CivicReady needs to be renewed. CivicReady is a mass notification system built for government communications. CivicReady is used in emergency situations to issue warnings and instructions to the citizens. It is an immediate alert to Lumpkin County citizens for severe weather, missing persons, emergency road closures, etc. The current term of the contract with CivicReady is 1 year with an automatic renewal for 1 additional year. The cost of the contract is \$13,281.02 which is an increase of \$1,688.27 over the previous contract of \$11,592.75 per year. CivicReady is part of the company CivicPlus, which is currently hosting our website, so integration with the site is not a problem.
Potential Courses Of Action:	A. Approve the contract with CivicPlus for CivicReady B. Do not approve the contract with CivicPlus for CivicReady C. Direct staff to procure a different company to implement a mass notification system
Budget Impact:	There would be no impact to the budget as the cost of the contract has been included in the annual budget.
Staff Recommendation:	Approve the contract with CivicPlus for CivicReady

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Customer:**

Q-42267-1

4/26/2023 12:59 PM

LUMPKIN COUNTY,
GEORGIA

QTY	Product Name	DESCRIPTION
1.00	CivicReady Mass Notification	CivicReady Mass Notification Annual Fee
1.00	CivicReady IPAWS Add-On Annual Fee Renewal	CivicReady IPAWS Add-on
1.00	CivicReady Verified Residential Database Annual Fee Renewal	CivicReady Verified Residential Database
1.00	CivicReady Automated Weather Alerts Annual Fee Renewal	Automated Weather Alerts Annual Fee

Annual Recurring Services - Initial Term	USD 13,281.02
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3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase of 5% each Renewal Term.

4. Except as set forth in in this SOW, all terms in the Agreement shall remain in full force and effect and no modification thereto shall be valid unless in writing and agreed upon by CivicPlus and Customer. This SOW embodies the entire agreement between the Parties with respect to this Amendment.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Name:

Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:



Lumpkin County, Georgia

Human Resources

Date:	September 19, 2023
Agenda Item:	2023-089 Request the Board of Commissioners Consider Approving the ProCare Joinder to Master Agreement (<i>Community & Employee Services Director Alicia Davis</i>)
Item Description:	ProCare Joinder to Master Agreement
Facts & Historical Information:	The overall self-insured health insurance package was previously approved by the Board of Commissioners. Part of that proposal included a rate change moving the Administrative Claims Fee contracted rate from \$3.50 per script to \$4.50 per script for Veracity Rx, which is managed by ProCare. ProCare had to wait until the Board approved the overall package before submitting the attached joinder agreement for specific approval.
Potential Courses Of Action:	Approve the formal joinder to the Master Agreement since this was already approved as part of the overall self-insured health insurance package.
Budget Impact:	This should be budget neutral since it was included in the overall package.
Staff Recommendation:	Approve the joinder to the Master Agreement.

This Joinder (“Joinder”) to a Master Service Agreement with any amendments (in whole “Agreement”) initially effective June 1, 2019, by and between MC-21 Healthcare, LLC, a Puerto Rican limited liability company dba MC-Rx and Veracity Benefits, LLC, a Georgia limited liability company (“VB”) shall be effective on **July 1, 2023** or the first day on which the first live prescription claim is submitted by a Pharmacy Provider and paid on the System, whichever is later (“Effective Date”) by and between **MC-21 Healthcare, LLC**, a Puerto Rican limited liability company dba MC-Rx (“MC-Rx”), with its principal place of business at Angora Industrial Park, Lot 4, Barrio Bairoa, Road #1, Km 33.3, Caguas, PR 00725, and a corporate office located at 1267 Professional Parkway, Gainesville, Georgia 30507 and **Lumpkin County Board of Commissioners**, a Georgia municipality (“VB Client”), with its principal place of business at 99 Courthouse Hill, Suite A, Dahlonega, Georgia 30533.

Whereas MC-Rx, offers prescription program management, including eligibility management, pharmacy provider networks, plan benefit management, drug formulary management, and other services (the “Services”) included in a program referred to herein as the “the Program” for those parties that desire for prescription drug benefit services to be provided;

Whereas, MC-Rx contracts with Burgess Information Systems, Inc. dba ProCare Rx for pharmacy claims processing and other system access in support of Services provided by MC-Rx; and

Whereas, VB Client accepts the provision of Services under this separate Joinder to be executed between MC-Rx and VB Client.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. *Master Agreement:* The Program to be provided by execution of this Joinder is subject to the terms and provisions of the Agreement executed between VB and MC-Rx. A copy of the Agreement is available through VB as Confidential Information. All of the terms and provisions of the Agreement are incorporated by reference as if fully restated herein. If there is any conflict between the terms of the Agreement and the terms of this Joinder, the terms of this Joinder shall control.
2. *Engagement of MC-Rx:* MC-Rx agrees to provide Services to VB Client as the sole and exclusive PBM for all Services contemplated herein; provided however, VB shall have the right to extend bids out for mail order and specialty pharmacy drug products and services provided by vendors other than MC-Rx; however, understanding that the provision of mail service and specialty pharmacy services is part of MC-Rx’s financial compensation, MC-Rx shall have the right to renegotiate the financial terms of the Agreement if VB uses another provider for such services without a breach of such services by MC-Rx.
3. *Program Information:* VB Client shall ensure that enrollment information (i.e., additions, terminations, dependent coverage, etc.) is appropriately furnished to MC-Rx directly or indirectly regarding each Covered Person. VB Client shall also provide MC-Rx with benefit plan design (“BPD”) information so that MC-Rx may perform the Services hereunder in accordance with the coverage requirements provided by VB Client.
4. *Payment of Invoices:* VB Client shall be responsible for payment of all invoices and agrees to pay such invoices from MC-Rx **in full** either directly or indirectly to MC-Rx for all covered drug products and Services provided to Covered Persons during the period covered by the billing statement plus the approved administration fee. Each invoice shall be paid within fifteen (15) calendar days of the invoice date shown. Late payment shall bear a fee of the lesser of one and one-half percent (1½%) or the highest rate allowed by law, for each thirty (30) days that payment is late. MC-Rx shall manage payment to Participating Pharmacies for Services provided to Covered Persons.
5. *Late Payment of Invoices:* If VB Client fails to meet the payment obligations specified in Section 4 above, VB Client shall be deemed in breach of this Joinder. If VB Client fails to cure such breach within three (3) business days, MC-Rx, in its sole discretion, shall have the options to (1) suspend further processing of claims until the breach is cured; or (2) require VB Client to pre-fund a pharmacy holding account.
6. *Term:* The initial term of this Joinder shall commence on the Effective Date shown above and shall continue for one (1) year even if the Agreement terminates prior to the completion of the initial term, in which case the Agreement shall remain in effect for VB Client. It shall automatically renew on the anniversary of the Effective Date for successive complete one (1) year terms unless either party provides the other party with written notice of its intent to terminate no less than ninety (90) days prior to the end of any such term. Notwithstanding any provision in this Joinder or the Agreement to the contrary, in no event may VB Client terminate this Joinder without cause prior to the expiration of the Initial Term unless MC-Rx so permits. Termination of VB Client’s agreement with VB shall not automatically affect or require termination of this Agreement; but the VB Client shall no longer be entitled to avail itself of the

pricing and MC-Rx shall reserve the right to change the pricing fairly. Provided further, and notwithstanding anything to the contrary contained herein, in the event of a termination of the Agreement between VB and VB Client, VB Client shall remain fully responsible for the payment in full of all invoices from MC-Rx.

7. *Early Termination Fee:* Other than in accordance with Section 7.2 of the Agreement, if a VB Client fully terminates the Joinder, VB Client agrees that it shall forfeit any and all outstanding, unpaid Rebates due from MC-Rx as of the date of receipt of the notice of termination.
8. *Implementation Fee:* At MC-Rx's option, in the event a claim from a Pharmacy Provider is not processed on the System within three (3) months of the Effective Date (the "Delay Date"), VB Client agrees that it shall pay MC-Rx reasonable allocated and incremental costs associated with its implementation of this Agreement incurred through the Delay Date.
9. *Governing Law:* This Joinder shall be governed and construed in accordance with the laws of the State of Florida and that the Broward County 17th Judicial Circuit Court and U.S. District Court for the Southern District of Florida shall have the exclusive jurisdiction with regard to any dispute arising under or related to this Joinder or the Agreement.
10. *Dispute Resolution:* In the event that any dispute, claim or controversy (collectively, "Dispute") relating to this Joinder, or the Services, arises between the parties, the parties agree to work in good faith to attempt to resolve the Dispute. If the parties are unable to resolve the Dispute through informal channels, the party raising the Dispute will notify the other party in a written notice describing in sufficient detail the nature of the Dispute. Each party will then appoint one or more representatives to resolve the Dispute. These representatives will promptly meet and negotiate in good faith to reach a fair and equitable settlement. At the end of 30 days, if no settlement has been reached, either party may end discussions and declare an impasse. If an impasse is declared, and either party wishes to pursue the Dispute further, that party shall by written notice to the other party refer the Dispute to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA"). The arbitration shall occur within the Broward County 17th Judicial Circuit Court and U.S. District Court for the Southern District of Florida, before a single arbitrator. Arbitration will be resolved on an individual basis and no arbitration may proceed on a class action arbitration. If the parties cannot agree upon the arbitrator, the arbitrator shall be chosen by the applicable AAA office. The forgoing shall not affect the right of either party to at any time seek appropriate equitable relief to enforce its rights under this Joinder. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator(s) shall have no power or authority to award punitive or exemplary damages. The party against whom the award is rendered shall pay any monetary award and/or comply with any other order of the arbitrator within sixty (60) days of the entry of judgment. Each party shall be responsible for its own expenses. The arbitrator may require the first party to pay all arbitration fees and the other party's legal fees in its sole discretion the claim is considered a nuisance claim that should not have been filed by the first party. All awards, orders, information and materials in the arbitral proceedings not otherwise in the public domain shall be confidential and not disclosed by the parties unless required by law or as reasonably necessary for the enforcement of a party's legal rights.
11. *Compliance with Laws:* VB Client and MC-Rx shall take necessary and appropriate actions to assure that they comply with all applicable federal, state and local laws and regulations, including, without limitation, the Anti-Kickback Statute, the Public Contracts Anti-Kickback Act and the laws and regulations relating to disclosure or notification of benefit plan information or the pricing terms, including any rebates or rebate administration fees withheld under this Joinder. VB Client and MC-Rx agree to the terms of the Business Associate Agreement as specified in Appendix 2. The parties' obligations under this Section 9 shall survive termination of this Joinder and the Agreement as may be applicable.
12. *Notices:* All notices required under this Joinder between VB Client and MC-Rx shall be in writing and shall either be delivered to an officer, authorized agent of the party by personally certified U.S. Mail, national overnight courier, email with both delivery and read return receipts or certifiably received facsimile.
13. *Indemnification:* The indemnifying party agrees to indemnify and hold the indemnified party harmless against all actions, claims or demands whatsoever, including without limitation, costs and expenses arising out of the indemnifying party's negligent acts and omissions or breach of this Agreement.
14. *Limited Liability:* Notwithstanding anything contained herein to the contrary, MC-Rx, its employees, affiliates, commonly controlled entities ("MC-Rx", for purposes of this Section) shall have no liability for services rendered pursuant to this Joinder, for any and all causes of action, whether in contract or in tort, except (i) in the case of its actual proven fraud, its intentional misrepresentation or its gross negligence, or (ii) in the event that MC-Rx sets up

the system differently than requested by VB Client in writing, or (iii) in the event the System miscalculates a member's copayment which results in an overpayment by VB Client, but only to the extent of such overpayment. In the event of MC-Rx's proven fraud, its intentional misrepresentation, or its gross negligence, then notwithstanding the above, MC-Rx's total liability shall be limited to the product of the average of the three (3) highest monthly Claims Administrative Fees paid by VB Client to MC-Rx during the term of the Joinder times twelve (12). This section shall override such terms in the Agreement.

15. *Independent Contractors*: Both parties are, and agree to remain, independent contractors and shall not act or be construed as the agent, partner, joint venture or employee of the other party

16. *Rates*:

15.1 *Network Rates*: VB Client shall pay the network rates shown in the Agreement in accordance with the Effective Reimbursement Price defined in Appendix A – Definitions of the Agreement.

15.2 *Administrative Claims Fee (the "Claim Fee")*: VB Client shall pay MC-Rx **\$4.50** per Net Claim for the Services contemplated herein. Each BPD (Plan ID) set up for VB Client shall be individually billed at the **greater** of (1) the claim fee above *times* the number of Net Claims for the billing cycle or (2) **\$25.00 per cycle**. Notwithstanding anything to the contrary contained herein, the Claim Fee shall be inclusive of any and all services set forth in the Other Miscellaneous Service Charges grid of Appendix B to the Agreement.

15.3 *Rebate Sharing*: VB Client shall be paid 100% of the Rebates collected for qualifying prescriptions in the Program in accordance with Section 2.5 of the Agreement.

Except as specifically modified by this Joinder, all of the terms and conditions of the Agreement will remain in effect. Capitalized terms used herein and not defined shall have the meaning set forth in the Agreement.

In witness thereof, each of the parties has caused this Joinder to be duly executed on the date(s) indicated below by their respective signatures.

MC-21 Healthcare, LLC

VB Client: Lumpkin County Board of Commissioners

Signed: _____

Signed: _____

Name: Barbara Rambo

Name: _____

Title: Corporate CEO/CFO

Title: _____

Date: _____

Date: _____

APPENDIX 1– Appeals Services:

MC-Rx offers grievance and appeals services for clients wishing to assign such services to an independent outside agency. In accordance Section 3 – Program Information above, if selected below, VB Client desires that MC-Rx provide VB Client with the appeals program described herein, for which MC-Rx shall make available its Independent Review Services ("IR Services"). All IR Services are provided with the assumption that MC-Rx has been provided all relevant and applicable pharmacy benefit plan information, as may be amended by VB Client.

Accept or Decline Appeal Services and Initial Below

1. ACCEPT ☐ Initial: _____ Date: _____

VB Client agrees that MC-Rx shall provide the Appeals Services as specified hereunder:

ERISA Governance

- ☐ Is governed by ERISA
☐ Is not governed by ERISA
☐ ERISA status not relevant

Grandfathered Plan

- ☐ Is a grandfathered plan
☐ Is not a grandfathered plan
☐ Plan status not relevant

2. DECLINE ☐ Initial: _____ Date: _____

Services:

IR Services shall be provided Appeals Services of the Agreement. VB Client agrees to indemnify, hold harmless and repay MC-Rx for, from and against any reasonable costs, losses or damages that MC-Rx may incur as a result of:

- (1) VB Client's breach of this Joinder or any part of the Agreement,
- (2) VB Client's override of MC-Rx's or IRC's decision determined under these IR Services, or
- (3) Any claim that a Covered Person may present as a result of a determination of a denial by MC-Rx under the IR Services provided so long as the process performed by MC-Rx is in accordance with this Appendix.

APPENDIX 2 – Business Associate Agreement

PREAMBLE

Pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996, and its implemented regulations, the Standards for Privacy of Individual Identifiable Health Information, 65 Fed. Reg. 82,462 *et seq.* (Dec. 28, 2000) including but not limited to 45 CFR § 164.504(e), as promulgated by the U.S. Department of Health and Human Services (“DHHS”), and the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and the HHS regulations promulgated on January 25, 2013, entitled the “Modifications to the HIPAA Privacy, Security, Enforcement and Breach Notification Rules Under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act” (hereinafter collectively the “HIPAA Privacy Rules”) and as such may be updated or amended from time to time, as it relates to the provision of services to **Lumpkin County Board of Commissioners**, a Georgia municipality (“**Covered Entity**”) by **MC-21 Healthcare, LLC**, a Puerto Rican limited liability company, dba MC-Rx (“**Business Associate**”), both parties jointly wish to enter into an agreement (the “BA Agreement”) that addresses the requirements of the HIPAA Privacy Rules with respect to “business associates” as that term is defined in the HIPAA Privacy Rules.

Specifically, the BA Agreement is intended to ensure that “Business Associate” will establish and implement appropriate safeguards (including certain administrative requirements) for **Protected Health Information and Personally Identifiable Information (together, “PHI”)**, of Covered Entity that Business Associate may create, receive, have access to, use or disclose in connection with certain functions, activities or services (collectively “Services”) that are identified in the Client Service Agreement (“CSA”). As set forth in the HIPAA Privacy Rules as same may be amended from time to time, and as used herein, PHI has the meaning set forth in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity and is defined as individually identifiable health information maintained or transmitted in any form or medium, including, without limitation, all information (including demographic, medical, and financial information), data, documentation, and materials that relate to: (i) the past, present, or future physical, medical or mental health or condition of an Individual; (ii) the provision of medical or pharmacy health care to an Individual; *or* (iii) the past, present, or future payment for the provision of such health care to an Individual. The parties hereby acknowledge that the definition of PHI includes Genetic Information, as defined at 45 CFR § 160.103.

The parties acknowledge and agree that in connection with the services to be provided, Business Associate may create, receive, have access to, use or disclose PHI. PHI does not include health information that has been de-identified in accordance with the standards for de-identification provided for in the HIPAA Privacy Rule at 45 CFR § 164.514(a)-(c).

In connection with Business Associate’s creation, receipt, access to, use or disclosure of PHI, Business Associate and Covered Entity both agree as follows:

I. GENERAL TERMS

1. All capitalized terms of the BA Agreement shall have the meanings set forth in the HIPAA Privacy Rules as follows:
 - 1.1 “**Business Associate**” shall mean any business associate as defined in 45 CFR § 160.103.
 - 1.2 “**Covered Entity**” shall mean an entity as defined in 45 CFR § 160.103. For purposes of this Agreement, Covered Entity shall refer to the above-named client.
 - 1.3 “**Individual**” shall mean an Individual as that term is defined in 45 CFR § 164.501 and includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
 - 1.4 “**Required by Law**” shall mean the same as that term is defined in 45 CFR § 164.501.

- 1.5 **“Secretary”** shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.6 **“Designated Records Set”** shall mean a group of records of PHI maintained by or for Covered Entity.
- 1.7 **“Security Incident”** shall mean the same as that term is defined in 45 CFR §164.304 which generally means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with systems operation in an information system. Notwithstanding the foregoing, the parties acknowledge that probes and reconnaissance scans are commonplace in electronic information systems and the parties therefore acknowledge and agree that, to the extent such probes and reconnaissance scans constitute Security Incidents under the Security Rule, this provision constitutes notice of the ongoing existence and occurrence of such Security Incidents for which no additional notice shall be required. Probes and reconnaissance scans include, without limitation, pings and other broadcast attacks on the Extended Associate’s firewall, port scans, and unsuccessful log-on attempts, as long as such probes and reconnaissance scans do not result in unauthorized access to, use or disclosure of PHI.
- 1.8 **“Unsecured PHI”** shall mean PHI that is not secured through the use of technologies and methodologies that render such PHI unusable, unreadable, or indecipherable to unauthorized Individuals, as described by the Secretary in guidance.
- 1.9 **“Secured PHI”** shall mean PHI that is secured through the use of technologies and methodologies that render unusable, unreadable or indecipherable to unauthorized Individuals, as described by the Secretary in guidance.
- 1.10 Terms used but not otherwise defined in this Agreement have the same meaning as those terms have in 45 CFR §§ 160.103 and 164.501.

II. SPECIFIC REQUIREMENTS OF BUSINESS ASSOCIATE

1. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as required by law, as well as use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of the PHI other than as provided for by this Business Associate Agreement.
2. Business Associate agrees to create, receive, have access to, use, store, maintain, and disclose PHI only in a manner that is consistent with the Business Associate Agreement, an Agreement that already may be in force, or the HIPAA Privacy and Security Rules and only in connection with providing directly or indirectly the services or evaluating potential services to Covered Entity. Accordingly, in providing services to or for the Covered Entity, Business Associate, for example, will have access to and be permitted to use and disclose PHI for “treatment, payment and health care operations” in accordance with the HIPAA Privacy Rules. Additionally, under the HIPAA Privacy Rules, Business Associate also may use or disclose PHI received by the Business Associate in its capacity as a Business Associate:
 - (i) the use relates to: (1) the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate; or (2) data aggregation or claims processing services relating to the health care operations of the Covered Entity; or
 - (ii) the disclosure of information received in such capacity will be made in connection with a function, responsibility, or service identified in (i), *and* such disclosure is required by law *or* the Business Associate obtains reasonable written assurances from the third party, including any subcontractor to whom the information is disclosed that it will be held, or transmitted confidentially and in accordance with the Privacy and Security Rules and the such third party or subcontractor agrees to notify the Business Associate of any Security Incident or breach of confidentiality. Such third party or subcontractor must notify the Business Associate promptly, without unreasonable delay, following any instance of which such third party or subcontractor is aware that PHI has been used or disclosed for a purpose that is not permitted by the BA Agreement or the HIPAA requirements. Business Associate further agrees that any disclosures of PHI made by Business Associate to any third party, including subcontractors, shall comply with the HIPAA requirements, including but not limited to, the Security Rule.

3. Business Associate agrees that in accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, it shall ensure that any third party or subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information.
4. Business Associate agrees to develop and document its policies and procedures to comply with HIPAA Privacy and Security Rules and will implement security awareness and training programs for its employees. Business Associate also agrees that it shall perform periodic evaluations of its policies and procedures to ensure that they continue to meet the administrative requirements of HIPAA Privacy and Security Rules.
5. Business Associate will notify the Covered Entity within two (2) business days if Individuals who are subjects of PHI, request a copy of their PHI in accordance with 45 CFR §§ 164.524 and 164.526 of the HIPAA Privacy Rule and (i) providing all of the Individual's PHI directly to the Covered Entity, or (ii) at the Covered Entity's request, making the PHI available to such Individual within five (5) business days of the Covered Entity's request that the Business Associate disclose the records directly to the Individual. In conducting any electronic transaction on behalf of Covered Entity, Business Associate agrees to comply with all requirements of the Security Rule.
6. Business Associate agrees to make its internal practices, books, and records relating to the use, disclosure, and security of Covered Entity's Protected Health Information available to Covered Entity, or at the request of Covered Entity to the Secretary, in a reasonable time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.
7. Business Associate shall report any misuse or disclosure of Secured PHI or Unsecured PHI that is not provided for in the BA Agreement to Covered Entity of which it becomes aware as required at 45 CFR § 164.410, and any Security Incident of which it becomes aware and shall make available the information necessary to provide an accounting of disclosures of PHI as provided for in 45 CFR § 164.528 of the HIPAA Privacy Rule. In the event of such misuse or disclosure, Business Associate shall notify Covered Entity of the breach without unreasonable delay and in any case within 60 days of discovery, to include an explanation of the breach and the name(s) of the Individuals believed to have been compromised and to the extent possible, as much information as is needed for Covered Entity to notify those affected Individuals. Business Associate shall also demonstrate that all notifications were reasonably made as required, including provision of evidence demonstrating the necessity of any delay, if applicable.
8. To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under the Privacy Rule under Subpart E of 45 CFR § 164, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.
9. Business Associate will not directly or indirectly receive remuneration in exchange for any PHI subject to the exceptions in the HITECH Act without valid authorization. Business Associate will not engage in any communication that might be deemed to be "marketing" under the HITECH Act.

III. TERM & TERMINATION

1. **Term.** This BA Agreement shall be effective upon the earlier of (1) the disclosure of PHI to Business Associate by Covered Entity and (2) the date upon which signatures are affixed, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties, Business Associate shall extend the protections of this BA Agreement to such PHI and limit further uses and disclosures of such PHI for so long as Business Associate maintains such PHI.
2. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity will (1) provide an opportunity for Business Associate to cure the breach or end the violation. Covered Entity may terminate this BA Agreement (and any applicable portion of a CSA between the parties) if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, or (2) immediately terminate this Agreement (and any applicable portion of a CSA between the parties) if Business Associate or its subcontractor has breached a material term of this BA Agreement and cure is not possible.

IV. NOTICES

All notices to Business Associate shall be sent to MC-21 Healthcare, LLC at Angora Industrial Park, Lot 4, Road #1, Km 33.3 Barrio Bairoa, Caguas, PR 00725, with a copy to MC-Rx at 1267 Professional Parkway, Gainesville, GA 30507 and to Covered Entity at 99 Courthouse Hill, Suite A, Dahlonega, Georgia 30533.

V. MISCELLANEOUS

1. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules shall mean the section as in effect or as amended.
2. **Amendment.** The parties agree to take such action as is necessary to amend this BA Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
3. **Interpretation.** Any ambiguity in this BA Agreement shall be interpreted to permit compliance with the HIPAA Rules; provided, however, where provisions of the BA Agreement are different from those mandated by the HIPAA Privacy Rule, but are nonetheless permitted by the Rule, the provisions of the BA Agreement shall control.
4. **Survival.** The obligations of Business Associate under this Section shall survive the termination of this BA Agreement.

In Witness Whereof, each of Covered Entity and Business Associate has executed the BA Agreement as of the effective date of the CSA or HSA, as applicable.

MC-21 Healthcare, LLC

Client: Lumpkin County Board of Commissioners

Signed: _____

Signed: _____

Name: Barbara Rambo

Name: _____

Title: Corporate CEO/CFO

Title: _____

Date: _____

Date: _____

APPENDIX 3– Benefit Plan Design Template:



Lumpkin County, Georgia

Sheriff

Date:	September 19, 2023
Agenda Item:	2023-090 Flock Safety Cameras (<i>Sheriff Stacy Jarrard</i>)
Item Description:	Agreement and contract with Flock Group Inc for two Falcon Cameras.
Facts & Historical Information:	Lumpkin County is looking into entering into an agreement with Flock Group Inc for the use of six Falcon Cameras, access, and use of the Flock Camera System. The Flock system is a camera system that captures a photo of the vehicle and the vehicle license plate. The system stores these photos, which can be searched by date, time, make and model of the vehicle. The cameras will be set at strategic locations with in the county to capture the license plates of the vehicles that pass. This information will be used in the criminal investigations of crimes which are committed in those area. The agreement also allows complete access to the Flock Group Inc computer system, which contains all data from Flock cameras in and outside of Lumpkin County. Lumpkin County Sheriff Office Staff recommends the approval of the contract with the Flock Group Inc. Lumpkin County Sheriff's Office went under contract in 2022 for two Falcon Cameras. These two cameras have assisted in sixty-five cases, eight burglaries solved, three stolen vehicles recovered, three missing people found and twenty-five arrest. Contract Terms: Initial term of 60 months Renewal term of 60 months
Potential Courses Of Action:	1. The Board could accept the proposed contract and agreement with Flock Group Inc. which would provide this investigative tool for criminal investigations conducted within the county. 2. The Board could choose to not accept the proposed contract and agreement with Flock Group Inc.
Budget Impact:	
Staff Recommendation:	

Flock Safety + Lumpkin County Board of Commissioners

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Geoff Bulpitt
geoff.bulpitt@flocksafety.com
(404) 692-9006



EXHIBIT A
ORDER FORM

Customer: GA - Lumpkin County SO
Legal Entity Name: Lumpkin County Board of Commissioners
Accounts Payable Email: abby.branan@lumpkincounty.gov
Address: 99 Courthouse HI Dahlonaga, Georgia 30533

Initial Term: 60 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - First Year Invoiced at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$15,000.00
Flock Safety Flock OS			
FlockOS TM	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	6	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	4	\$2,600.00
Subtotal Year 1:			\$17,600.00
Annual Recurring Subtotal:			\$15,000.00
Discounts:			\$15,000.00
Estimated Tax:			\$0.00
Contract Total:			\$77,600.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$17,600.00
Annual Recurring after Year 1	\$15,000.00
Contract Total	\$77,600.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$15,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Lumpkin County Board of Commissioners

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

**Flock Safety + GA - Lumpkin County
SO**

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
John Watson
john.watson@flocksafety.com
678-210-8524



EXHIBIT A
ORDER FORM

Customer: GA - Lumpkin County SO
Legal Entity Name: GA - Lumpkin County SO
Accounts Payable Email: abby.branan@lumpkincounty.gov
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Initial Term: 60 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - First Year Invoiced at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$20,000.00
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	8	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	6	\$3,900.00

Subtotal Year 1:	\$23,900.00
Annual Recurring Subtotal:	\$20,000.00
Discounts:	\$20,000.00
Estimated Tax:	\$0.00
Contract Total:	\$103,900.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$23,900.00
Annual Recurring after Year 1	\$20,000.00
Contract Total	\$103,900.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$20,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

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FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
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Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
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By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: GA - Lumpkin County SO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____



Lumpkin County, Georgia

Special Projects

Date:	September 19, 2023
Agenda Item:	2023-091 2023 Safety Roads Improvements Contract (<i>Special Projects Manager Charles Trammell</i>)
Item Description:	Recommendation to award the contract for safety improvements for Project 2023-005 with the addition of three (3) roads, Red Oak Flats, Rail Hill Rd, and Frogtown Rd.
Facts & Historical Information:	Pursuant to funds available from DOT to Lumpkin County for safety items on our road system, we put out for bids 23 roads for striping and some edge line and center line ground in place rumble strips. The project was estimated at \$334,350.00 with the DOT to pay \$235,000.00 in LMIG funds and the rest to be paid out of TSPLOST funds. The bid came in at \$277,491.00. The DOT requires our match on the \$235,000.00 to be 30% (\$70,500.00); therefore, we are required to spend \$305,500.00 to fully utilize the LMIG funds on this project. Staff recommends adding Rail Hill Road, Red Oak Flats Road, and Frogtown Road for a total of 7.6 miles at a cost of \$36,960.00 bringing the project total to \$314,451.00.
Potential Courses Of Action:	A) Award the contract as bid. This could require the return of a portion of the LMIG funds. B) Award the contract with the addition of Rail Hill Rd, Red Oak Flats Rd and Frogtown Rd. This will fully utilize the LMIG funds. C) Do not award the contract. This will require the return of all of the LMIG funds.
Budget Impact:	Course of Action A – This could require the return of a portion of the LMIG funds. Course of Action B - \$79,451 of TSPLOST funds. Course of Action C – No budget impact.
Staff Recommendation:	Course of Action B

**CONTRACT FOR SAFETY IMPROVEMENTS TO VARIOUS COUNTY ROADS
LUMPKIN SAP PROJECT #2023-005**

This agreement is made and entered into between the **Lumpkin County Board of Commissioners**, the governing authority of Lumpkin County, hereinafter referred to as “Lumpkin County”, a political subdivision of the State of Georgia, and **Peek Pavement Marking, LLC**, hereinafter referred to as “Contractor”.

Whereas, in consideration of the mutual benefits accruing to each party, the parties hereby agree as follows:

A. Summary of Work and Payment:

1. Contractor shall provide all necessary labor, material and equipment for the installation of certain safety improvements on the county roads listed in the FY 2023 SAP Project Report set out below. These improvements include 24” thermoplastic stop bars, indentation rumble strips and high build paint as set forth in the Invitation to Bid for Lumpkin SAP Improvements Project #2023-005 (hereinafter referred to as the ‘Invitation to Bid’). All work will be done in accordance with the Invitation to Bid and the Specifications contained therein, the 2021 State of Georgia Standard Specifications and the Manual on Uniform Traffic Control Devices (MUTCD).

**FY 2023 SAP Project
Report**

Lumpkin County

Road Name	Beginning	Ending	Length (Miles)	Description of Work
Castleberry Bridge Road	SR 9	Auraria Road	4.00	Indentation Rumble Strips, High Build Paint Center Line and Edge line Striping and Stop Bars
Burnt Stand Road	SR 400	Auraria Road	2.60	Indentation Rumble Strips, High Build Paint Center Line and Edge line Striping and Stop Bars
Hamp Mill Road.	Torrington Road	Oak Grove Road	1.80	High Build Centerline and Edge Line Striping and Stop Bars
Post White Hill Road	White County Line	SR 52 E.	.80	High Build Centerline and Edge Line

				Striping and Stop Bars
Pony Lake Road	SR 60	Hall Co. Line.	.80	High Build Centerline and Edge Line Striping and Stop Bars
Cavender Creek Road	US 19 N	Grindle Bridge Road	6.00	High Build Centerline and Edge Line Striping and Stop Bars
Emory Stephens Road	SR 115	Post White Hill Road	2.3	High Build Centerline and Edge Line Striping and Stop Bars
Camp Wahsega Road	Apple Ridge Road	4.5 Miles North	4.50	High Build Centerline and Edge Line Striping and Stop Bars
Camp Wahsega Road	4.5 Miles	Camp Frank D. Merrill	1.50	Indentation Rumble Strips, High Build Paint Center Line and Edge line Striping and Stop Bars
Rock House Road	SR 52 E	Cavender Creek Road	2.20	High Build Centerline and Edge Line Striping and Stop Bars
Porter Springs Road	Cavender Creek Rd	US 19	6.0	High Build Centerline and Edge Line Striping and Stop Bars
Copper Mine Road	SR 52	Chestatee River Bridge	1.9	High Build Centerline and Edge Line Striping and Stop Bars
Leonard Pruitt Road	Cavender Creek Rd	Porter Springs Rd	1.4	High Build Centerline and Edge Line Striping and Stop Bars
Claud Parks Road	SR 52	Hall Co. Line	2.0	High Build Centerline and Edge Line

				Striping and Stop Bars
Long Branch Ext.	Chestatee River Bridge	Cavender Creek Rd	1.5	High Build Centerline and Edge Line Striping and Stop Bars
Whelchel Road	Auraria Rd	SR 400	0.9	High Build Centerline and Edge Line Striping and Stop Bars
Siloam Church Rd	SR 9	Oak Grove Road	2.9	High Build Centerline and Edge Line Striping and Stop Bars
Black Mountain Rd	Walter Ash Rd	Yahoola Rd	4.2	High Build Centerline and Edge Line Striping and Stop Bars
Town Creek Church Road	Cavender Creek Rd	White Co. Line	3.6	High Build Centerline and Edge Line Striping and Stop Bars
Damascus Church Rd	US 19	White Co. Line	3.2	High Build Centerline and Edge Line Striping and Stop Bars
Shoffeitt Rd	Town Creek Church Rd	Old Lewis School Rd	2.0	High Build Centerline and Edge Line Striping and Stop Bars
Martins Ford Road	SR 60	Seven Mile Hill Rd	2.3	High Build Centerline and Edge Line Striping and Stop Bars
Seven Mile Hill Road	SR 60	Martins Ford Road	2.3	High Build Centerline and Edge Line Striping and Stop Bars
Rail Hill Road	Rock House Road	Cavender Ck. Road	1.10	High Build Centerline and Edge Line Striping and Stop Bars

Red Oak Flats Road	SR 60	Old Dahlonega Hwy.	3.25	High Build Centerline and Edge Line Striping and Stop Bars
Frogtown Road	Town Creek Road	Damascus Church Road	3.24	High Build Centerline and Edge Line Striping and Stop Bars

Lumpkin County personnel will be supervising construction of this project but will also be subject to inspections and audits by the Georgia Department of Transportation.

2. Contractor shall be authorized to begin work upon the issuance of a Notice to Proceed from Lumpkin County. All work shall be completed no later than 180 calendar days from the day the Notice to Proceed is issued.

3. The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the Contractor's authorized representative, who shall be authorized to receive and accept any and all communications from the County. The County shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the County.

4. The Contractor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the County, if the County reasonably determines that the performance of any sub-contractor or personnel is unsatisfactory.

5. Contractor shall be paid for work performed under this Contract on a unit price basis as follows:

Line No.	Item Description	Unit Price
0005	653-1704 24" Thermoplastic Solid Traffic Stripe (LF)	\$10.00
0010	652-2501 5" Solid White Traffic Stripe (LM)	\$1,150.00
0015	652-2502 5 In. Solid Yellow Traffic Stripe (LM)	\$1,150.00
0020	652-3501 5 In. Skip White Traffic Stripe (GLM)	\$500.00
0025	652-3502 5 In. Skip Yellow Traffic Stripe (GLM)	\$500.00
0030	456 Indentation rumble strips – ground in place (continuous) centerline	\$1,045.00
0035	456 Indentation rumble strips – ground in place (continuous) edgeline	\$1,045.00

Contractor shall itemize all invoices in full. The original of the invoice shall be mailed to:

Lumpkin County Board of Commissioners
Attn: Accounts Payable
99 Courthouse Hill, Suite D
Dahlonega, GA 30533

Each invoice must include the following information:

- | | |
|----------------------|--|
| 1. Date of Invoice | 4. Terms |
| 2. Service Performed | 5. All billable items must be itemized |
| 3. Billing Period | 6. Appropriate Unit of Measure |

Approved invoices (less retainage, if applicable) will be paid within 30 days of approval.

Invoices missing any of the information listed above will not be accepted for payment but will be returned to the Contractor for correction.

B. Bonds:

Contractor shall, prior to commencing work, provide and shall maintain, during the continuance of all work under the Contract, all Bonds required in the Invitation to Bid.

C. Liability:

Contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this Contract.

Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

Contractor shall be liable for any collateral damage (such as broken curbs, crushed sidewalks, broken water meters, etc.) caused as a result of its work under this Contract. Contractor shall restore and/or repair, at Contractor's cost, any and all collateral damage, including, but not limited to, damage to infrastructure, back to its pre-existing condition if the damage was caused by Contractor's activities.

D. Insurance:

The Contractor shall, during the continuance of all work under the Contract, provide and maintain all insurance policies required by the Invitation to Bid.

E. Assignment of Contractual Rights and Subcontracting:

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

Contractor shall not subcontract any work without the express written consent of the County. The County must approve all subcontractors.

F. Indemnity:

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold Lumpkin County harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

G. Documents Deemed Part of Contract:

1. Unless otherwise modified by this Contract, Lumpkin County's Invitation to Bid for Lumpkin SAP Improvements Project #2023-005 and the Specifications contained therein, the 2021 State of Georgia Standard Specifications and the Manual on Uniform Traffic Control Devices (MUTCD) shall be deemed part of the contract. No documentation or information provided by the Contractor shall be deemed part of the contract unless expressly incorporated herein.

H. Severability:

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

I. Dispute Resolution:

Lumpkin County and the Contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be Lumpkin County, Georgia.

J. Cancellation:

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

Failure of the Contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to Lumpkin County. Lumpkin County shall pay for services rendered up to the point of termination.

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

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

K. Safe Working Environment and Drug Free Workplace

Contractor shall provide a safe working environment.

Contractor certifies that the provisions of Code Sections 5024-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Contractor further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and
2. If Contractor hires a Subcontractor to work in a drug-free work place, Contractor shall secure from that Sub Contractor the following written certification:

As part of the subcontracting agreement with (Contractor's name), (Sub Contractor's name) certifies to the Contractor that a drug-free workplace will be provided for the Sub Contractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

The Contractor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

L. Amendments or Modifications:

All contract amendments or modifications must be in writing and signed by all parties.

M. Notices:

Any notice, order, instruction, claim, or other written communication required or permitted under this contract shall be deemed to have been delivered or received:

1. Upon personal delivery to the Contractor or his authorized representative, which delivery may be accomplished by in person hand delivery, via bona fide overnight express service or telephonic facsimile transmission; or

2. Three (3) days after depositing in the United States mail a letter which is either certified or registered, with return receipt requested, addressed to the Contractor at the following address:

Peek Pavement Marking, LLC
Attn: Marc Hinson, President
4600 Peek Ind. Drive
Columbus, GA 31909

and to Lumpkin County at the following address:

Lumpkin County Board of Commissioners
Attn: Alan Ours, County Manager
99 Courthouse Hill, Ste A
Dahlonega, Georgia 30533.

This Contract is made and entered into this 19th day of September, 2023.

Lumpkin County:

Contractor:

Peek Pavement Marking, LLC

By:

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Name: **Marc Hinson**
Title: **President**

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Finance

Date: September 19, 2023

Agenda Item: 2023-092 Compensation Agreement Between Lumpkin County and Lumpkin County Coroner Mark Cox (*Finance Director Abby Branan*)

Item Description: Consideration of an agreement between Lumpkin County and Lumpkin County Coroner Mark Cox relating to his compensation since taking office on January 28, 2021.

Facts & Historical Information:

History is Coroner Mark Cox's compensation follows:

- Coroner Mark Cox was appointed as coroner of Lumpkin County on January 28, 2021. At that time, the coroner was paid the state minimum salary as established by OCGA 45-16-11 plus the death investigation fee as established by OCGA 45-16-27.
- During the FY2022 budget process, Coroner Cox requested and County approved an annual salary for Coroner Cox of \$16,000 with no case fees.
- During the FY2023 budget process, Coroner Cox requested and County approved an annual salary for Coroner Cox of \$30,398 with no case fees.
- During the FY2024 budget process, Coroner Cox requested and County approved an annual salary for Coroner Cox of \$15,000. The death investigation fees will also increase to \$225 per case.

OCGA 45-16-11(a)(3) allows for the county governing authority to supplement the minimum annual salary of the coroner, but no coroner's compensation supplement can be decreased during any term of office.

OCGA 45-16-11(c) establishes that coroner salaries provided for under the Code section shall be in addition to any fees, including the death investigation fee.

All compensation changes related to the Coroner since his appointment on January 28, 2021 have been at the Coroner's request, and the Compensation Agreement formalizes this understanding and acknowledges that Coroner Cox has been adequately and fully compensated by the County from the time he took office as Coroner through the date of the agreement. It further states that Coroner Cox will not seek any additional salary, fees, or other compensation from the County for FY2024.

Potential Courses Of Action:

- A. Approve the compensation agreement as presented.
- B. Approve the compensation agreement with changes.
- C. Do not approve the compensation agreement.

Budget Impact: There is no budget impact with approving the agreement, as the FY23 and FY24 include compensation as requested by Coroner Cox.

Staff Recommendation: Staff recommends Course of Action A.

**State of Georgia,
County of Lumpkin.**

**Compensation Agreement
Between the Lumpkin County
and Lumpkin County Coroner Mark Cox**

This Compensation Agreement (the "Agreement") is made as of September 19, 2023, by and between the **Lumpkin County Board of Commissioners** (hereinafter referred to as the "County") and **Mark Cox, the Lumpkin County Coroner**, (hereinafter referred to as "Cox");

WHEREAS, Lumpkin County is a political subdivision of the State of Georgia pursuant to Article IX, Section III, Paragraph I of the 1983 Georgia Constitution, operating under the laws and regulations of this State; and

WHEREAS, Mark Cox is the duly elected Coroner of Lumpkin County; and

WHEREAS, in counties with a population of 34,999 or less according to the 2020 Census, OCGA 45-16-11 establishes a minimum annual salary of each coroner based upon three population ranges, which shall be paid in equal monthly installments. The applicable minimum salary is in addition to any fees including the death investigation fees. OCGA 45-16-27 establishes the death investigation fee as \$175 per death investigation where no jury is impaneled or \$250 per death investigation when a jury is impaneled; and

WHEREAS, upon taking office in February, 2021, Cox received the state minimum salary. During the budget process for FY2022, Cox requested an increase to his annual salary in lieu of the state minimum salary and death investigation fees. The County approved an annual salary for Cox of \$16,000, which exceeded the state minimum salary. During the budget process for FY2023, Cox requested an increase to his annual salary in lieu of the state minimum salary and death investigation fees. The County approved an annual salary for Cox of \$30,398, which exceeded the state minimum salary. During the budget process for FY2024, Cox requested a reduction in his annual salary and the payment of death investigation fees in the amount of \$225 per case for Cox and any deputy coroner. The County approved Cox's request to reduce his annual salary to \$15,000. The County approved Cox's request to pay death investigation fees at the rate of \$225 per case for Cox and any deputy coroner; and

WHEREAS, in consideration of the mutual benefits and consideration accruing to each of the parties hereto, which benefits are hereby expressly acknowledged, the parties have determined that it is in the best interest of the citizens of Lumpkin County to enter an agreement regarding Cox's compensation;

NOW THEREFORE, in consideration of the mutual promises and undertakings made in this Agreement, the parties hereby acknowledge and agree as follows:

Cox agrees that he has been adequately and fully compensated by the County from the time he took office as Coroner through the date of this agreement. Cox agrees that his requested and approved annual salary of \$30,398 for FY2023 will serve as his full compensation for FY2023. Cox agrees that he will not seek any additional compensation, including, without limitation, death investigation fees, for FY2021, FY2022 or FY2023. Cox hereby waives any claim that he may have against the County for any additional salary, fees or other compensation for FY2021, FY2022 or FY2023.

Cox acknowledges and agrees that he requested a reduction in his annual salary for FY2024 to \$15,000. Cox acknowledges and agrees that he requested payment of pay death investigation fees at the rate of \$225 per case to Cox and to any deputy coroner for FY2024. The County hereby agrees to pay Cox an annual salary for FY2024 in the amount of \$15,000 as Cox requested. Additionally, the County agrees to pay death investigation fees at the rate of \$225 per case to Cox and to any deputy coroner. Cox agrees that he will not seek any additional salary, fees or other compensation from the County for FY2024.

Governing Law

This Agreement shall be construed in accordance with the laws of the State of Georgia.

Amendment

This Agreement shall not be amended or modified except by agreement in writing executed by the County and Cox.

IN WITNESS WHEREOF, the parties have executed this Agreement in Lumpkin County, Georgia, on the day and year first above written.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Mark Cox, Lumpkin County Coroner



Lumpkin County, Georgia

Finance

Date:	September 19, 2023
Agenda Item:	2023-093 IGA – County and City – Fueling Station Amendment (<i>Finance Director Abby Branan</i>)
Item Description:	Consideration of amending the Fueling Station IGA with the City of Dahlonega
Facts & Historical Information:	Lumpkin County constructed a fueling station on Barlow Road. The City of Dahlonega and Lumpkin County entered into an IGA regarding use of the fueling station by the City of Dahlonega to fuel its fleet of vehicles. The City and County had specific roles in the construction of the facility. The City is provided a hydrant and water line. The County is constructed the facility and solely owns the facility. The County is the lead agent on the facility and will operate the facility. The costs associated with the fueling station will be divided via formula method to arrive at indirect costs which will be added to the per gallon cost of fuel. This exhibit is to be adjusted annually. Staff recognized the need for a centralized diesel exhaust fuel (DEF) pump due to the number of vehicles/equipment that use DEF. A centralized DEF pump will save employee time and County money. The pump has been installed at the fueling station, and county vehicles will soon be using the DEF pump rather than each department buying its own DEF. The City of Dahlonega expressed an interest in using the DEF pump for its fleet as well. The pump is not as sophisticated as a fuel pump and does not meter while dispensing or allow for access control. Staff recommends completing annual calculations of each entity's diesel usage for the vehicles/equipment that will use DEF. The City's percentage will be applied to all DEF purchases for the following year and will be billed to the City at the time of purchase.
Potential Courses Of Action:	A. Amend the IGA as presented. B. Amend the IGA with recommended changes. C. Do not amend the IGA.
Budget Impact:	Amending the IGA does not impact the budget.
Staff Recommendation:	Course of Action A.

**AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
BETWEEN LUMPKIN COUNTY AND THE CITY OF DAHLONEGA
FOR THE USE AND ALLOCATION OF COSTS RELATED
TO THE
LUMPKIN COUNTY FUELING STATION**

**STATE OF GEORGIA
LUMPKIN COUNTY**

This agreement is made and entered by and between Lumpkin County, a political subdivision of the State of Georgia (the “County”), and the City of Dahlonega (the “City”), the sole municipal corporation of the State of Georgia within the County.

WITNESSETH:

WHEREAS, Lumpkin County has constructed a fueling station on County owned land for the sole purpose of fueling its fleet. The value of this County project is \$300,000; and,

WHEREAS, the County and City recognize the economic and mutual benefits of both entities utilizing the fueling station; and,

WHEREAS, the City contributed to the project by providing materials and labor needed to extend a waterline, bring a fire hydrant, and complete a bore for a service line to 406 Barlow Road. The value of such contribution is estimated to be \$27,000; and

WHEREAS, the County and the City entered into an Intergovernmental Agreement (‘IGA’) on February 28, 2018, for the orderly conduct of the use and pro-rata payment of the fueling station operations by each entity, and renewed said IGA in 2019; and

WHEREAS, the County and the City renewed the IGA for 2020 and provided for automatic annual renewals; and

WHEREAS, the County has installed a Diesel Exhaust Fluid (DEF) pump at the fueling station; and

WHEREAS, the County and the City now desire to amend the IGA to include provisions for the use of the DEF pump and payment for the DEF used by the City;

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the County and the City consent and agree as follows:

Section 1. Representations and Mutual Covenants

(A) The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

- (i) The County is a political subdivision duly created and organized under the Constitution of the State of Georgia;
- (ii) The governing authority of the County is duly authorized to execute, deliver and perform this Agreement;
- (iii) This Agreement is a valid, binding, and enforceable obligation of the County;
- (iv) The County will take the lead on all actions necessary to operate the fueling station including but not limited to the purchase of bulk gasoline and diesel, insurance, technology upgrades, coding of access and distribution methods;
- (v) The County will pay the expenses related to the operation and maintenance of the fueling station; and,
- (vi) The County will invoice the City monthly for:
 - a) the actual cost of fuel used by the City; and
 - b) the actual cost of DEF used by the City;
 - c) plus a markup for indirect costs as defined in Exhibit A attached hereto and made a part hereof.

In all subsequent annual renewals, the markup for indirect costs will be adjusted annually based upon actual data. Such calculation shall be provided to the City of Dahlonega each year prior to November 1.

(B) The City of Dahlonega makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

- (i) The City is a municipal corporation duly created and organized under the Laws of the State of Georgia;

- (ii) The governing authority of the City is duly authorized to execute, deliver and perform this Agreement;
 - (iii) This Agreement is a valid, binding, and enforceable obligation of the City;
 - (iv) The City agrees to pay both indirect and direct costs as outlined in the attached Exhibit A; and
 - (v) The City agrees to pay monthly based upon an itemized monthly bill generated by Lumpkin County.
- (C) The County agrees to maintain thorough and accurate records concerning the expenses related to the fueling station as required by the terms of this Agreement.
- (D) The City and County jointly agree that any costs arising from damages caused to the physical structures (gates, apparatus, controllers) of the fueling station shall be borne solely by the entity whose vehicle or equipment caused the damage.

Section 2. Effective Date and Term of This Agreement

This Agreement shall commence upon the date of its execution and end on December 31, 2023. This Agreement shall automatically renew for successive one-year terms beginning January 1 of each year, unless either party provides written notice of non-renewal to the other party on or before December 1 of the current term.

Section 3. Priority and Order of Fueling During Emergency Situations

In times of natural disaster or matters of security, emergency response vehicles shall be given priority in fueling. During times of a fuel crisis, or shortage, fuel shall be allocated based upon the annual totals used by both entities in the preceding year. This priority and order shall be reviewed annually based upon the total actual usage. As the County will also maintain a separate system for fueling vehicles off-site, such gallons obtained through other means will also be used in the annual calculation.

Section 4. Notices

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

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

As to the City of Dahlonega: Mayor, City of Dahlonega, 465 Riley Road, Dahlonega,
Georgia 30533

Section 5. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the City with respect to use of the Lumpkin County Fueling Station. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said Fueling Station.

Section 6. Amendments

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the City.

Section 7. Governing Law

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

Section 8. Severability

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

Section 9. Compliance with Law

The County and the City shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

Section 10. No Consent to Breach

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party, shall be construed as a consent to or waiver of any future breach of the same.

Section 11. Cancellation

If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this agreement for any reason, then the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice, the failure has not been corrected, the injured party may cancel this agreement effective thirty (30) days after notice of cancellation.

Section 12. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the County and the City, acting through their duly authorized agents, have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

AS TO LUMPKIN COUNTY:

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

Attest:

Melissa Z. Witcher
Clerk, Lumpkin County

AS TO THE CITY OF DAHLONEGA:

JoAnne Taylor, Mayor

City of Dahlonega
Date: _____

Attest:

Mary Csukas, Dahlonega City Clerk

Exhibit A
Lumpkin County, Georgia
Fueling Station Indirect Cost Calculations
IGA with City of Dahlonega

2022

Priority Fueling Calculation
based upon 09/01/21-08/31/22 Usage; Adj Annually

Entity	Gallons		Gallons	
	Gasoline	%	Diesel	%
City	15,623	15.86%	15,015	26.29%
County	82,879	84.14%	42,091	73.71%
Totals	98,502		57,106	

Indirect Costs:

Georgia Power	\$ 1,365.70
Windstream	\$ 1,746.00
Water	\$ 333.36
Stormwater	\$ 124.20
Depreciation 1/2	\$ 10,285.39
supplies	\$ 96.23
r/m fees	\$ 2,905.91
Insurance 1/2	\$ 750.00
Inspections	\$ 50.00
Spill clean up	\$ 150.00
admin overhead (ordering/testing/reconciling/reporting/billing)	\$ 6,000.00

Total	\$ 23,806.79
2022 Gallons 09/01/21-08/31/22	155,607
Indirect Value	0.152992571

**AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
BETWEEN LUMPKIN COUNTY AND THE CITY OF DAHLONEGA
FOR THE USE AND ALLOCATION OF COSTS RELATED
TO THE
LUMPKIN COUNTY FUELING STATION**

**STATE OF GEORGIA
LUMPKIN COUNTY**

This agreement is made and entered by and between Lumpkin County, a political subdivision of the State of Georgia (the “County”), and the City of Dahlonega (the “City”), the sole municipal corporation of the State of Georgia within the County.

WITNESSETH:

WHEREAS, Lumpkin County has constructed a fueling station on County owned land for the sole purpose of fueling its fleet. The value of this County project is \$300,000; and,

WHEREAS, the County and City recognize the economic and mutual benefits of both entities utilizing the fueling station; and,

WHEREAS, the City contributed to the project by providing materials and labor needed to extend a waterline, bring a fire hydrant, and complete a bore for a service line to 406 Barlow Road. The value of such contribution is estimated to be \$27,000; and

WHEREAS, the County and the City entered into an Intergovernmental Agreement (‘IGA’) on February 28, 2018, for the orderly conduct of the use and pro-rata payment of the fueling station operations by each entity, and renewed said IGA in 2019; and

WHEREAS, the County and the City renewed the IGA for 2020 and provided for automatic annual renewals; and

WHEREAS, the County has installed a Diesel Exhaust Fluid (DEF) pump at the fueling station; and

WHEREAS, the County and the City now desire to amend the IGA to include provisions for the use of the DEF pump and payment for the DEF used by the City;

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the County and the City consent and agree as follows:

Section 1. Representations and Mutual Covenants

(A) The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

(i) The County is a political subdivision duly created and organized under the Constitution of the State of Georgia;

(ii) The governing authority of the County is duly authorized to execute, deliver and perform this Agreement;

(iii) This Agreement is a valid, binding, and enforceable obligation of the County;

(iv) The County will take the lead on all actions necessary to operate the fueling station including but not limited to the purchase of bulk gasoline and diesel, insurance, technology upgrades, coding of access and distribution methods;

(v) The County will pay the expenses related to the operation and maintenance of the fueling station; and,

(vi) The County will invoice the City monthly for:

a) the actual cost of fuel used by the City; and

b) the cost of DEF used by the City, which shall be calculated based on the weighted average of diesel usage for vehicles and equipment that used DEF in the previous year and will be calculated annually;

c) plus a markup for indirect costs as defined in Exhibit A attached hereto and made a part hereof.

In all subsequent annual renewals, the markup for indirect costs and weighted average for the DEF calculation will be adjusted annually based upon actual data. Such calculation shall be provided to the City of Dahlonega each year prior to November 1.

(B) The City of Dahlonega makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

- (i) The City is a municipal corporation duly created and organized under the Laws of the State of Georgia;
 - (ii) The governing authority of the City is duly authorized to execute, deliver and perform this Agreement;
 - (iii) This Agreement is a valid, binding, and enforceable obligation of the City;
 - (iv) The City agrees to pay both indirect and direct costs as outlined in the attached Exhibit A; and
 - (v) The City agrees to pay monthly based upon an itemized monthly bill generated by Lumpkin County.
- (C) The County agrees to maintain thorough and accurate records concerning the expenses related to the fueling station as required by the terms of this Agreement.
- (D) The City and County jointly agree that any costs arising from damages caused to the physical structures (gates, apparatus, controllers) of the fueling station shall be borne solely by the entity whose vehicle or equipment caused the damage.

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In times of natural disaster or matters of security, emergency response vehicles shall be given priority in fueling. During times of a fuel crisis, or shortage, fuel shall be allocated based upon the annual totals used by both entities in the preceding year. This priority and order shall be reviewed annually based upon the total actual usage. As the County will also maintain a separate system for fueling vehicles off-site, such gallons obtained through other means will also be used in the annual calculation.

Section 4. Notices

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

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

As to the City of Dahlonega: Mayor, City of Dahlonega, 465 Riley Road, Dahlonega, Georgia 30533

Section 5. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the City with respect to use of the Lumpkin County Fueling Station. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said Fueling Station.

Section 6. Amendments

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the City.

Section 7. Governing Law

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

Section 8. Severability

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

Section 9. Compliance with Law

The County and the City shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

Section 10. No Consent to Breach

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party, shall be construed as a consent to or waiver of any future breach of the same.

Section 11. Cancellation

If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this agreement for any reason, then the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice, the failure has not been corrected, the injured party may cancel this agreement effective thirty (30) days after notice of cancellation.

Section 12. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the County and the City, acting through their duly authorized agents, have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

AS TO LUMPKIN COUNTY:

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

Attest:

Melissa Z. Witcher
Clerk, Lumpkin County

AS TO THE CITY OF DAHLONEGA:

JoAnne Taylor, Mayor
City of Dahlonega
Date: _____

Attest:

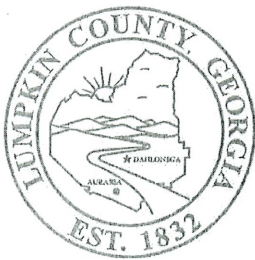
Mary Csukas, Dahlonega City Clerk



Lumpkin County, Georgia

Special Projects

Date:	September 19, 2023
Agenda Item:	2023-095 2024 GDOT LMIG Grant (<i>Special Projects Manager Charles Trammell</i>) <i>Ratify</i>
Item Description:	Recommendation for the execution of LMIG application forms and request letter.
Facts & Historical Information:	Annually the county is required to submit a request to GDOT for funding for the maintenance of county roads. The amount is predetermined each year and a request package is required before they will send us the check. For 2024 the amount of the check is \$651,138.44 and will be sent to the county as soon as these documents are received.
Potential Courses Of Action:	A) Execute these documents and send to GDOT. B) Do not execute the documents and not accept the check.
Budget Impact:	County will be required to pay from TSPLOST a 30% match on funds received.
Staff Recommendation:	Course of Action "A".



LUMPKIN COUNTY BOARD OF COMMISSIONERS

Tucker Green
District 1

Chris Dockery
Chairman

Rhett Stringer
District 3

Bobby Mayfield
District 2

Jeff Moran
District 4



September 6, 2023

Charles Arnhart
State Aid Coordinator
GDOT District 1
2505 Athens Highway S.E.
Gainesville, Georgia 30507

RE: Lumpkin County 2024 LMIG application

Mr. Arnhart,

Attached is the 2024 application for LMIG funding. This application is requesting funding for the resurfacing of 5 county roads totaling 5.31 miles. The total estimated cost of this project is \$905,940.00 All work on the last 3 years of LMIG projects has been completed. Lumpkin County would like to thank you for your consideration of this application and is looking forward to completing another successful project with the help of the GDOT.

Sincerely,

Chris Dockery
Chairman
Lumpkin County Board of Commissioners

Revised 06/27/2023

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT
GRANT (LMIG) APPLICATION FOR FISCAL YEAR 2024
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

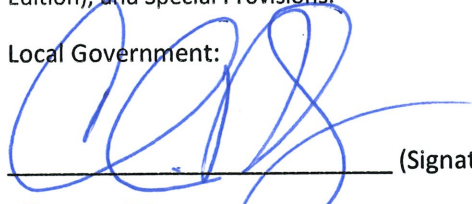
I, Chris Dockery (Name), the Chairman of the Board of Commissioners (Title), on behalf of Lumpkin County (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

 (Signature)
CHRIS DOCKERY (Print)
 Mayor / Commission Chairperson
9/5/23 (Date)

LOCAL GOVERNMENT SEAL:



126741

E-Verify Number

Sworn to and subscribed before me,

This 5 day of Sept, 2023.

In the presence of:

NOTARY PUBLIC

My Commission Expires: 9/8/24

NOTARY PUBLIC SEAL:





Lumpkin County, Georgia

County Attorney

Date:

September 19, 2023

Agenda Item:

2023-096 Contract for the Sale of Real Property Seized by the Lumpkin County Sheriff's Department Located at 1675 Old Dahlonega Highway (*County Attorney Joy Edelberg*)

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

PURCHASE AND SALE AGREEMENT

Offer Date: 9/8/2023



2023 Printing

A. KEY TERMS AND CONDITIONS

1. **Purchase and Sale.** The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.

a. **Property Identification:** Address: 1675 Old Dahlonega Highway
City Dahlonega, County Lumpkin - GA, Georgia, Zip Code 30533
MLS Number: 7267469 Tax Parcel I.D. Number: 097-000-054-000

b. **Legal Description:** The legal description of the Property is [select one of the following below]:

- ☐ (1) attached as an exhibit hereto;
☐ (2) Condominium (attach F204 Condominium Resale Purchase and Sale Exhibit)
☒ (3) the same as described in Deed Book 1601, Page 339, et. seq., of the land records of the above county; OR
☐ (4) Land Lot(s) _____ of the _____ District, _____ Section/GMD, Lot _____, Block _____, Unit _____, Phase/Section _____ Subdivision/Development, according to the plat recorded in Plat Book _____, Page _____, et. seq., of the land records of the above county.

2. **Purchase Price of Property to be Paid by Buyer.**
\$90,000.00

3. **Closing Costs.**
Seller's Contribution at Closing: \$0.00

4. **Closing Date and Possession.**
Closing Date shall be 9/21/2023 with possession of the Property transferred to Buyer
☒ upon Closing OR ☐ _____ days after Closing at _____ o'clock ☐ AM OR ☐ PM (attach F219 Temporary Occupancy Agreement).

5. **Closing Law Firm.** Law Office of Joy L. Edelberg, PC Phone Number: (706) 864-7303

6. **Holder of Earnest Money ("Holder").** (If Holder is Closing Attorney, F510 must be attached as an exhibit hereto, and F511 must be signed by Closing Attorney.) Sellers Realty of Dahlonega

7. **Earnest Money.** Earnest Money shall be paid by ☒ check ☐ ACH ☐ cash or ☐ wire transfer of immediately available funds as follows:
☐ a. \$ _____ as of the Offer Date.
☒ b. \$10,000.00 within 3 days from the Binding Agreement Date.
☐ c. _____

8. **Inspection and Due Diligence.**
a. **Due Diligence Period:** Property is being sold subject to a Due Diligence Period of 0 days from the Binding Agreement Date.
b. **Option Payment for Due Diligence Period:** In consideration of Seller granting Buyer the option to terminate this Agreement, Buyer:
(1) has paid Seller \$10.00 in nonrefundable option money, the receipt and sufficiency of which is hereby acknowledged; plus
(2) shall pay directly to Seller additional option money of \$ _____ by ☐ check ☐ ACH or ☐ wire transfer of immediately available funds either ☐ as of the Offer Date; OR ☐ within _____ days from the Binding Agreement Date. Any additional option money paid by Buyer to Seller ☐ shall (subject to lender approval) or ☐ shall not be applied toward the purchase price at closing and shall not be refundable to Buyer unless the closing fails to occur due to the default of the Seller.

9. **Lead-Based Paint.** To the best of Seller's knowledge, the residential dwelling(s) on the Property (including any portion thereof or painted fixture therein) ☒ was (attach F316 Lead-Based Paint Exhibit) OR ☐ was not built prior to 1978.

10. Brokerage Relationships In this Transaction.

- a. **Buyer's Broker is Sellers Realty of Dahlonega and is:**
(1) ☒ representing Buyer as a client.
(2) ☐ working with Buyer as a customer.
(3) ☐ acting as a dual agent representing Buyer and Seller.
(4) ☐ acting as a designated agent where:

_____ has been assigned to exclusively represent Buyer.

- b. **Seller's Broker is Chestatee Real Estate, LLC. and is:**
(1) ☒ representing Seller as a client.
(2) ☐ working with Seller as a customer.
(3) ☐ acting as a dual agent representing Buyer and Seller.
(4) ☐ acting as a designated agent where:

_____ has been assigned to exclusively represent Seller.

c. **Material Relationship Disclosure:** The material relationships required to be disclosed by either Broker are as follows:
none known.

11. **Time Limit of Offer.** The Offer set forth herein expires at 12:00 o'clock p.m. on the date 9/11/2023.

Buyer(s) Initials WRW

Seller(s) Initials JLW

B. FURTHER EXPLANATIONS TO CORRESPONDING PARAGRAPHS IN SECTION A.

1. Purchase and Sale.

- a. **Warranty:** Seller warrants that at the time of closing Seller will convey good and marketable title to said Property by limited warranty deed subject only to: (1) zoning; (2) general utility, sewer, and drainage easements of record as of the Binding Agreement Date and upon which the improvements (other than any driveway or walkway) do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date; and (4) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement.
- b. **Examination:** Buyer may examine title and/or obtain a survey of the Property and furnish Seller with a written statement of title objections at or prior to the closing. If Seller fails or is unable to satisfy valid title objections at or prior to the closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement without penalty upon written notice to Seller. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.
- c. **Title Insurance:** Buyer hereby directs any mortgage lender involved in this transaction to quote the cost of title insurance based upon the presumption that Buyer will be obtaining an enhanced title insurance policy, if such a policy can be issued on the Property or for the Buyer in this transaction.

2. Purchase Price to be Paid by Buyer. The Purchase Price shall be paid in U.S. Dollars by such method of delivery acceptable to the closing attorney including, but not limited to, wire transfer of immediately available funds.

3. Closing Costs.

- a. **Seller's Contribution at Closing:** At closing, Seller shall make the referenced Seller's Monetary Contribution which Buyer may use to pay any cost or expense of Buyer related to this transaction, including without limitation, any commission obligations of Buyer. Buyer acknowledges that Buyer's mortgage lender(s) may not allow the Seller's Monetary Contribution, or the full amount thereof, to be used for some costs or expenses. In such event, any unused portion of the Seller's Monetary Contribution shall remain the property of the Seller.
- b. **Additional Items Paid by Seller:** In addition to the above, the Seller shall also pay the fees and costs of the closing attorney: (1) to prepare and record title curative documents; (2) for Seller not attending the closing in person; and (3) to handle and deliver payoffs and proceeds.
- c. **Items Paid by Buyer:** At closing, Buyer shall pay: (1) Georgia property transfer tax; (2) the cost to search title and tax records and prepare the limited warranty deed; and (3) all other costs, fees and charges to close or relating to the transaction.
- d. **Prorations:** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of closing shall be prorated as of the date of closing. Notwithstanding any provision to the contrary, in the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, Buyer and Seller shall, upon the issuance of the actual tax bill or the appeal being resolved, promptly make such financial adjustments between themselves as are necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party professional costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal for the year in which the Property is sold shall be deemed assigned to Buyer at closing. The liability to the county and if applicable, city, in which the Property is located for ad valorem real property taxes for the year in which the Property is sold shall be assumed by Buyer upon the Closing of the Property. Buyer agrees to indemnify Seller against any and all claims of the county and if applicable, city, for unpaid ad valorem real property taxes for the year in which the Property is sold.

4. Closing Date and Possession.

- a. **Right to Extend the Closing Date:** Buyer or Seller may unilaterally extend the closing date for eight (8) days upon notice to the other party given prior to or on the date of closing if: (1) Seller cannot satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or by bonding off the same; and (b) do not prevent Seller from conveying good and marketable title, as that term is defined herein, to the Property); (2) Buyer's mortgage lender (including in transactions where the financing contingency has expired) or the closing attorney is delayed and cannot fulfill their respective obligations by the date of closing, provided that the delay is not caused by Buyer; or (3) Buyer has not received required estimates or disclosures and Buyer is prohibited from closing under federal regulations. The party unilaterally extending the closing date shall state the basis for the delay in the notice of extension. If the right to unilaterally extend the closing date is exercised once by either the Buyer or Seller, the right shall thereafter terminate.
- b. **Keys and Openers:** At Closing, Seller shall provide Buyer with all keys, door openers, codes and other similar equipment pertaining to the Property.

5. Closing Law Firm. Buyer shall have the right to select the closing attorney to close this transaction, and hereby selects the closing attorney referenced herein. In all cases where an individual closing attorney is named in this Agreement but the closing attorney is employed by or an owner, shareholder, or member in a law firm, the law firm shall be deemed to be the closing attorney. If Buyer's mortgage lender refuses to allow that closing attorney to close this transaction, Buyer shall select a different closing attorney acceptable to the mortgage lender. The closing attorney shall represent the mortgage lender in any transaction in which the Buyer obtains mortgage financing. In transactions where the Buyer does not obtain mortgage financing, the closing attorney shall represent the Buyer in preparing the Closing documents, attempting to clear title of the Property to the satisfaction of the title insurance company, conducting the Closing, disbursing funds according to the settlement statement signed by the parties and closing attorney, timely recording deeds and issuing an owner's title insurance policy. Other than those services specifically listed above, nothing herein shall obligate the closing attorney to perform other legal services, including, but not limited to, certifying or warranting title of the Property, for the Buyer, except pursuant to a separate engagement agreement signed by the closing attorney and the Buyer.

6. **Holder of Earnest Money.** The earnest money will be paid to Holder in a method of payment acceptable to the Holder. Holder has the right to charge Buyer for any cost associated with receiving of earnest money. Such charge shall be collected separately from the payment of earnest money. The earnest money will be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) banking days after the Binding Agreement Date hereunder or (b) five (5) banking days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check or pays with an ACH for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not return the earnest money until the check or ACH has cleared the account on which the check was written or from which the ACH was sent. In the event any earnest money check is dishonored by the bank upon which it is drawn, or earnest money is not timely paid, Holder shall promptly give notice of the same to Buyer and Seller. Buyer shall have three (3) banking days from the date of receiving the notice to cure the default and if Buyer does not do so, Seller may within seven (7) days thereafter terminate this Agreement upon notice to Buyer. If Seller fails to terminate the Agreement timely, Seller's right to terminate based on the default shall be waived.
7. **Earnest Money.**
- a. **Entitlement to Earnest Money:** Subject to the paragraph below, Buyer shall be entitled to the earnest money upon the: (1) failure of the parties to enter into a binding agreement; (2) failure of any unexpired contingency or condition to which this Agreement is subject; (3) termination of this Agreement due to the default of Seller; or (4) termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement. Otherwise, the earnest money shall be applied towards the purchase price of the Property at closing or if other funds are used to pay the purchase price then the earnest money shall be returned to Buyer.
 - b. **Disbursement of Earnest Money:** Holder shall disburse the earnest money upon: (1) the closing of Property; (2) a subsequent written agreement of Buyer and Seller; (3) an order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or (4) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). In addition, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that Holder first gives all parties at least ten (10) days notice stating to whom and why the disbursement will be made. Any party, real estate licensee or any other person having knowledge of or an interest in the disbursement of the earnest money may object to or provide information regarding the proposed disbursement by giving written notice of the same to Holder within the ten (10) day notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection or other information and, after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. Holder shall disburse the earnest money to Seller by check in the event Holder: (1) makes a reasonable interpretation of the Agreement that the Agreement has been terminated due to Buyer's default; and (2) sends the required ten (10) day notice of the proposed disbursement to Buyer and Seller. The above-referenced check shall constitute liquidated damages in full settlement of all claims of Seller against Buyer and the Brokers in this transaction. Holder may require Seller to sign a W-9 before issuing a check to Seller for liquidated damages of \$600 or more. Such liquidated damages are a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain and are not a penalty.
 - c. **Interpleader:** If an earnest money dispute cannot be resolved after a reasonable time, Holder may interplead the earnest money into a court of competent jurisdiction if Holder is unsure who is entitled to the earnest money. Holder shall be reimbursed for and may deduct its costs, expenses and reasonable attorney's fees from any funds interpleaded. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees, court costs and the amount deducted by Holder to cover Holder's costs and expenses from the non-prevailing defendant.
 - d. **Hold Harmless:** All parties hereby covenant and agree to: (1) indemnify and hold Holder harmless from and against all claims, injuries, suits and damages (collectively, "Claims") arising out of the performance by Holder of its duties, including Claims caused, in whole or in part, by the negligence of the Holder; (2) not to sue Holder for any decision of Holder to disburse earnest money in accordance with this Agreement.
8. **Inspection and Due Diligence.**
- a. **Buyer's Right to Inspect Property:** Unless otherwise specified herein, the Property is being sold in "as-is" condition with any and all faults. Therefore, Buyer and/or Buyer's representative(s) have the right to carefully inspect the Property to make sure it meets the needs of the Buyer. If Buyer is concerned that the Property may have been used as a laboratory for the production of methamphetamine, or as a dumpsite for the same, Buyer should review the National Clandestine Laboratory Register – Georgia at www.dea.gov.
 - b. **Buyer's Right to Inspect Neighborhood:** In every neighborhood there are conditions which different buyers may find objectionable. Buyer is solely responsible for becoming familiar with neighborhood conditions of concern to Buyer that could affect the Property such as landfills, quarries, power lines, airports, cemeteries, prisons, stadiums, odor and noise producing activities, crime and school, land use, government and transportation maps and plans. If Buyer is concerned about the possibility of a registered sex offender residing in a neighborhood in which Buyer is interested, Buyer should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at www.gbi.georgia.gov.
 - c. **Buyer's Inspection Rights Continue through Closing:** Upon prior notice to Seller, Buyer and/or Buyer's representatives shall have the continuing right through Closing to enter the Property at Buyer's expense and at reasonable times to, among other things, and without limitation, conduct inspections, examinations, evaluations, appraisals, surveys and tests, meet contractors and vendors, measure for renovations, determine the condition of the Property and confirm that any agreed upon repairs have been made. Seller shall cause all utilities, systems and equipment to be on and all parts of the house to be accessible, including basements, attics, and crawlspaces so that Buyer may complete all inspections.
 - d. **Buyer's Inspection Indemnification Obligations:** Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages related to the exercise of the above inspection rights by Buyer and Buyer's representatives, and Buyer shall promptly pay Seller the actual cost to restore any portion of the Property damaged or disturbed from testing or other evaluations to a condition equal to or better than the condition it was prior to such testing or evaluations. Notwithstanding the above, this indemnification obligation shall not apply to damage resulting from defects in the Property uncovered during the inspection of the Property.

- e. **Lead-Based Paint Hazard Evaluation:** If any portion of the Property was built prior to 1978, the Lead-Based Paint Exhibit (F316) is hereby attached as an Exhibit to the Agreement. Buyer shall have the right to conduct a lead hazard evaluation within ten (10) days from the Binding Agreement Date (or other mutually agreed upon time period) and to terminate this Agreement without penalty upon notice to Seller if lead-based paint and/or lead hazards are found (unless these rights are waived by Buyer in the Lead-Based Paint Exhibit (F316)). If the Lead-Based Paint Exhibit (F316) gives Buyer the right to terminate this Agreement if lead-based paint or lead hazards are found and such notice of termination is not given within ten (10) days from Binding Agreement Date (or other mutually agreed upon time period), the right to terminate for lead-based paint and/or lead hazards shall be waived.
 - f. **Due Diligence Period:** If the Property is being sold subject to a Due Diligence Period, then: a) this Agreement shall be an option contract during which time Buyer shall have the option, for any reason or for no reason, to terminate this Agreement upon notice to the Seller given prior to the expiration of the Due Diligence Period, in which case Buyer shall be entitled to a return of Buyer's earnest money without penalty; b) Buyer may, during the Due Diligence Period, seek to amend this Agreement to address any concerns Buyer has with the Property or this Agreement; and c) if Buyer has not terminated this Agreement as set forth above, Buyer shall accept the Property in "as-is" condition, subject to any amendment to this Agreement to address concerns agreed to by the parties.
 - g. **Seller's Duty to Disclose:** Seller shall disclose to Buyer any and all known latent or hidden defects in the Property that could not be discovered by the Buyer during a reasonably careful inspection of the Property.
 - h. **Warranties Transfer:** Seller agrees to transfer to Buyer, at closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.
 - i. **Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to Closing unless otherwise agreed to in writing by the Buyer and Seller.
9. **Lead-Based Paint.** If any portion of a residential dwelling on the Property was built prior to 1978, the Lead-Based Paint Exhibit (F316) is hereby attached as an exhibit to this Agreement. The term "residential dwelling" includes any painted fixture or material used therein that was built or manufactured prior to 1978.
10. **Brokerage Relationships in this Transaction.**
- a. **Agency Disclosure:** No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;
 - (1) **No Agency Relationship:** Buyer and Seller acknowledge that: a) if they are not represented by Brokers in a client relationship, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party; and b) if the same brokerage firm is representing one party as a client and working with the other party as a customer, the Broker and all of Broker's affiliated licensees are representing the client.
 - (2) **Consent to Dual Agency:** If Broker is acting as dual agent in this transaction, Buyer and Seller consent to the same and acknowledge having been advised of the following:
 - i. **Dual Agency Disclosure:** *[Applicable only if Broker is acting as a dual agent in this transaction.]*
 - (a) As a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
 - (b) Broker will disclose all adverse material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;
 - (c) Buyer and Seller do not have to consent to dual agency and the consent of Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
 - (d) Notwithstanding any provision to the contrary contained herein Buyer and Seller each hereby direct Broker while acting as a dual agent to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.
 - ii. **Designated Agency Disclosure:** If Broker in this transaction is acting in a designated agency capacity, where one licensee of Broker is exclusively representing Buyer and another licensee of Broker is exclusively representing Seller, Buyer and Seller consent to the same and acknowledge that each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent the client assigned to the other designated agent in this transaction.
 - b. **Brokerage:** Unless otherwise specified herein, the real estate commissions owing to the Seller's Broker and Buyer's Broker, if any, are being paid pursuant to separate brokerage engagement agreements. Buyer and Seller agree that any commissions to be paid to Broker(s) shall be shown on the settlement statement and collected by closing attorney as a pre-condition to Buyer and Seller closing on the Property so long as the same is permitted by Buyer's mortgage lender, if any. The closing attorney is hereby authorized and directed to pay the Broker(s) at closing, their respective commissions pursuant to written instructions from the Broker(s) at closing, their respective commissions pursuant to written instructions from the Broker(s). If the sale proceeds are insufficient to pay the full commission, the party owing the commission shall pay any shortfall at closing. The acceptance by the Broker(s) of a partial real estate commission at the closing shall not relieve the party owing the same from paying the remainder after the closing (unless the Broker(s) have expressly agreed in writing to accept the amount paid in full satisfaction of the Broker(s) claim to a commission). The Brokers herein are signing this Agreement to reflect their role in this transaction and consent to act as Holder if either of them is named as such. This Agreement and any amendment thereto shall be enforceable even without the signature of any Broker referenced herein. The broker(s) are express third-party beneficiaries to this Agreement.

c. **Disclaimer:** Buyer and Seller have not relied upon any advice or representations of Brokers other than what is included in this Agreement. Brokers shall have no duty to inspect the Property for defects, hazardous conditions, repairs or any other matter or to advise Buyer or Seller on any matter relating to the Property which could have been revealed through a survey, appraisal, title search, Official Georgia Wood Infestation Report, utility bill review, septic system inspection, well water test, tests for radon, asbestos, mold, methamphetamine, and lead-based paint; moisture test of stucco or synthetic stucco, inspection of the Property by a professional, construction expert, structural engineer or environmental engineer; review of this Agreement and transaction by an attorney, financial planner, mortgage consultant or tax consultant; and consulting appropriate governmental officials to determine, among other things and without limitation, the zoning of Property, the propensity of the Property to flood, flood zone certifications, whether any condemnation action is pending or has been filed or other nearby governmental improvements are planned. Buyer and Seller acknowledge that Broker does not perform or have expertise in any of the above tests, inspections, and reviews or in any of the matters handled by the professionals referenced above. Buyer and Seller should seek independent expert advice regarding any matter of concern to them relative to the Property and this Agreement. Buyer and Seller acknowledge that Broker shall not be responsible to monitor, supervise, or inspect any construction or repairs to Property and such tasks clearly fall outside the scope of real estate brokerage services. If Broker has written any special stipulations herein, the party for whom such special stipulations were written: a) confirms that each such stipulation reflects the party's complete understanding as to the substance and form of the special stipulations; b) hereby adopts each special stipulation as the original work of the party; and c) hereby agrees to indemnify and hold Broker who prepared the stipulation harmless from any and all claims, causes of action, suits, and damages arising out of or relating to such special stipulation. Buyer acknowledges that when and if Broker answers a question of Buyer or otherwise describes some aspect of the Property or the transaction, Broker is doing so based upon information provided by Seller rather than the independent knowledge of Broker (unless Broker makes an independent written disclosure to the contrary).

11. **Time Limit of Offer.** The Time Limit of the Offer shall be the date and time referenced herein when the Offer expires unless prior to that date and time both of the following have occurred: (a) the Offer has been accepted by the party to whom the Offer was made; and (b) notice of acceptance of the Offer has been delivered to the party who made the Offer.

C. OTHER TERMS AND CONDITIONS

1. Notices.

- a. **Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.
- b. **Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein) even if it is not opened by the recipient. Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).
- c. **When Broker Is Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party for the limited purpose of receiving notice and such notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein) even if it is not opened by the recipient. Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by a Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent of a client shall be an authorized agent of the client for the purposes of receiving notice.

2. Default.

- a. **Remedies of Seller:** In the event this Agreement fails to close due to the default of Buyer, Seller's sole remedy shall be to retain the earnest money as full liquidated damages. Seller expressly waives any right to assert a claim for specific performance. The parties expressly agree that the earnest money is a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain. The parties expressly intend for the earnest money to serve as liquidated damages and not as a penalty.
- b. **Remedies of Buyer:** In the event this Agreement fails to close due to the default of Seller, Buyer may either seek the specific performance of this Agreement or terminate this Agreement upon notice to Seller and Holder, in which case all earnest money deposits and other payments Buyer has paid towards the purchase of the Property shall be returned to Buyer following the procedures set forth elsewhere herein.
- c. **Rights of Broker:** In the event this Agreement is terminated or fails to close due to the default of a party hereto, the defaulting party shall pay as liquidated damages to Broker in this transaction the commission the Broker would have received had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, all written agreements establishing the amount of commission to be paid to any broker involved in this transaction are incorporated herein by reference. The liquidated damages referenced above are a reasonable pre-estimate of the Broker(s) actual damages and are not a penalty.
- d. **Attorney's Fees:** In any litigation or arbitration arising out of this Agreement, including but not limited to breach of contract claims between Buyer and Seller and commission claims brought by a broker, the non-prevailing party shall be liable to the prevailing party for its reasonable attorney's fees and expenses.

- 3. Risk of Damage to Property.** Seller warrants that at the time of closing the Property and all items remaining with the Property, if any, will be in substantially the same condition (including conditions disclosed in the Seller's Property Disclosure Statement or Seller's Disclosure of Latent Defects and Fixtures Checklist) as of the Offer Date, except for changes made to the condition of Property pursuant to the written agreement of Buyer and Seller. At time of possession, Seller shall deliver Property clean and free of trash, debris, and personal property of Seller not identified as remaining with the Property. Notwithstanding the above, if the Property is destroyed or substantially destroyed prior to closing, Seller shall promptly give notice to Buyer of the same and provide Buyer with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Buyer or Seller may terminate this Agreement without penalty not later than fourteen (14) days from receipt of the above notice. If Buyer or Seller do not terminate this Agreement, Seller shall cause Property to be restored to substantially the same condition as on the Offer Date. The date of closing shall be extended until the earlier of one year from the original date of closing, or seven (7) days from the date that Property has been restored to substantially the same condition as on the Offer Date and a new certificate of occupancy (if required) is issued.
- 4. Other Provisions.**
- a. **Condemnation:** Seller shall: (1) immediately notify Buyer if the Property becomes subject to a condemnation proceeding; and (2) provide Buyer with the details of the same. Upon receipt of such notice, Buyer shall have the right, but not the obligation for 7 days thereafter, to terminate this Agreement upon notice to Seller in which event Buyer shall be entitled to a refund of all earnest money and other monies paid by Buyer toward the Property without deduction or penalty. If Buyer does not terminate the Agreement within this time frame, Buyer agrees to accept the Property less any portion taken by the condemnation and if Buyer closes, Buyer shall be entitled to receive any condemnation award or negotiated payment for all or a portion of the Property transferred or conveyed in lieu of condemnation.
 - b. **Consent to Share Non-Public Information:** Buyer and Seller hereby consent to the closing attorney preparing and distributing an American Land Title Association ("ALTA") Estimated Settlement Statement-Combined or other combined settlement statement to Buyer, Seller, Brokers and Brokers' affiliated licensees working on the transaction reflected in this Agreement for their various uses.
 - c. **Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the closing attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
 - d. **Electronic Signatures:** For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the buyer's mortgage lender or the other party.
 - e. **Entire Agreement, Modification and Assignment:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Buyer and Seller. Any agreement to terminate this Agreement or any other subsequent agreement of the parties relating to the Property must be in writing and signed by the parties. This Agreement may not be assigned by Buyer except with the written approval of Seller (SS611) which may be withheld for any reason or no reason. Any assignee shall fulfill all the terms and conditions of this Agreement.
 - f. **Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of closing.
 - g. **FIRPTA Affidavit:** Unless Seller is a "foreign person", as that term is defined in Section 1445(f)(3) of the Internal Revenue Code, Seller shall deliver to the closing attorney at Closing a FIRPTA (Foreign Investment in Real Property Tax Act) Affidavit indicating that Seller is not a "foreign person". If Seller is a "foreign person", additional taxes may need to be withheld at Closing.
 - h. **GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form, he or she should consult an attorney. Provisions in the GAR Forms are subject to differing interpretations by our courts other than what the parties may have intended. At times, our courts may strike down or not enforce provisions in our GAR Forms, as written. No representation is made that the GAR Forms will protect the interests of any particular party or will be fit for any specific purpose. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
 - i. **Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is held to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.
 - j. **No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto to any contract, provisions therein, amendments thereto, termination thereof or to notices signed by Broker but not the party. However, if authorized in this Agreement, Broker shall have the right to accept notices on behalf of a party (but not send notices from Broker on behalf of a party unless they are signed by the party). Additionally, any Broker or real estate licensee involved in this transaction may perform the ministerial act of filling in the Binding Agreement Date. In the event of a dispute over the Binding Agreement Date, it shall be resolved by a court or arbitrator having jurisdiction over the dispute, by the written agreement of the Buyer and Seller, or by the Holder but only in making a reasonable interpretation of the Agreement in disbursing earnest money.

- k. **Notice of Binding Agreement Date:** The Binding Agreement Date shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Notice of the Binding Agreement Date may be delivered by either party (or the Broker working with or representing such party) to the other party. If notice of accurate Binding Agreement Date is delivered, the party receiving notice shall sign the same and immediately return it to the other party. Notwithstanding any other provision to the contrary contained in this Agreement, it is the express intent of this section that (1) a broker or licensee involved in the real estate transaction may perform the ministerial task of filling in the Binding Agreement Date and (2) sending a fully signed purchase and sale agreement with a specific Binding Agreement Date included, that one of the parties has agreed to, constitutes notice of the Binding Agreement Date to the other party.
- l. **Objection to Binding Agreement Date:** If the Buyer or Seller objects to the date entered as the Binding Agreement Date, then within one (1) day from receiving notice of Binding Agreement Date, the party objecting shall send notice of the objection to the other party. The objection shall be resolved by the written amendment between the Buyer and Seller by executing a binding agreement date confirmation (F733). The absence of an agreement on the Binding Agreement Date shall not render this Agreement unenforceable. The failure of a party to timely object will result in the parties accepting the Binding Agreement Date as entered.
- m. **Rules for Interpreting This Agreement:** In the event of internal conflicts or inconsistencies in this Agreement, the following rules for how those conflicts or inconsistencies shall be resolved will apply:
- (1) Handwritten changes shall control over pre-printed or typed provisions;
 - (2) Exhibits shall control over the main body of the Agreement;
 - (3) Special Stipulations shall control over both exhibits and the main body of the Agreement;
 - (4) Notwithstanding the above, any amendatory clause in an FHA or VA exhibit shall control over inconsistent or conflicting provisions contained in a special stipulation, another exhibit or the main body of the Agreement.
- n. **Statute of Limitations:** All claims of any nature whatsoever against Broker(s) and/or their affiliated licensees, whether asserted in litigation or arbitration and sounding in breach of contract and/or tort, must be brought within two (2) years from the date any claim or cause of action arises. Such actions shall thereafter be time-barred.
- o. **Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; (3) all written representations of Seller in this Agreement regarding the Property or neighborhood in which the Property is located; (4) Buyer's indemnification obligations arising out of the inspection of the Property by Buyer and Buyer's representatives; (5) the section on condemnation; (6) the section on attorney's fees; (7) the obligations of the parties regarding ad valorem real property taxes; and (8) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the Closing.
- p. **Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate.
- q. **Time of Essence:** Time is of the essence of this Agreement.
5. **Definitions.**
- a. **Banking Day:** A "Banking Day" shall mean a day on which a bank is open to the public for carrying out substantially all of its banking functions. For purposes herein, a "Banking Day" shall mean Monday through Friday excluding federal holidays.
 - b. **Binding Agreement Date:** The "Binding Agreement Date" shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Once that occurs, this Agreement shall be deemed a Binding Agreement.
 - c. **Broker:** In this Agreement, the term "Broker" shall mean the licensed Georgia real estate broker(s) or brokerage firm(s) and their affiliated licensees in this transaction unless the context would indicate otherwise.
 - d. **Business Day:** A "Business Day" shall mean a day on which substantially all businesses are open for business. For all purposes herein, a "Business Day" shall mean Monday through Friday excluding federal holidays.
 - e. **Client:** "Client" shall mean a party who is being represented by a Broker pursuant to a written brokerage engagement agreement.
 - f. **Customer:** The term "Customer" shall mean a party or parties who are not being represented as clients by the Broker with whom the party or parties are working and for whom the Broker may only perform ministerial acts.
 - g. **Day:** For the purposes of this Agreement, the term "Day" shall mean a full calendar day ending at 11:59 p.m., except as may be provided for elsewhere herein. For the purposes of counting days for determining deadlines, the specific date referenced as either the Binding Agreement Date or the date from which the deadline shall be counted will be day zero.
 - h. **Material Relationship:** A material relationship shall mean any actually known personal, familial, social, or business relationship between the broker or the broker's affiliated licensees and any other party to this transaction which could impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to their client.
 - i. **Use of Initials "N/A":** The use of the initials "N/A" or "N.A." in filling out a blank in this Agreement shall mean "not applicable".
6. **WARNING TO BUYERS AND SELLERS: BEWARE OF CYBER-FRAUD.** Fraudulent e-mails attempting to get the buyer and/or seller to wire money to criminal computer hackers are increasingly common in real estate transactions. Specifically, criminals are impersonating the online identity of the actual mortgage lender, closing attorney, real estate broker or other person or companies involved in the real estate transaction. In that role, the criminals send fake wiring instructions attempting to trick buyers and/or sellers into wiring them money related to the real estate transaction, including, for example, the buyer's earnest money, the cash needed for the buyer to close, and/or the seller's proceeds from the closing. These instructions, if followed, will result in the money being wired to the criminals. In many cases, the fraudulent email is believable because it is sent from what appears to be the email address/domain of the legitimate company or person responsible for sending the buyer or seller wiring instructions. The buyer and/or seller should verify wiring instructions sent by email by independently looking up and calling the telephone number of the company or person purporting to have sent them. Buyers and sellers should never call the telephone number provided with wiring instructions sent by email since they may end up receiving a fake verification from the criminals. Buyer and sellers should be on special alert for: 1) emails directing the buyer and/or seller to wire money to a bank or bank account in a state other than Georgia; and 2) emails from a person or company involved in the real estate transaction that are slightly different (often by one letter, number, or character) from the actual email address of the person or company.

7. LIMIT ON BROKER'S LIABILITY. BUYER AND SELLER ACKNOWLEDGE THAT BROKER(S):

- a. SHALL, UNDER NO CIRCUMSTANCES, HAVE ANY LIABILITY GREATER THAN THE AMOUNT OF THE REAL ESTATE COMMISSION PAID HEREUNDER TO BROKER (EXCLUDING ANY COMMISSION AMOUNT PAID TO A COOPERATING REAL ESTATE BROKER, IF ANY) OR, IF NO REAL ESTATE COMMISSION IS PAID TO BROKER, THEN THE SUM OF \$100; AND
- b. NOTWITHSTANDING THE ABOVE, SHALL HAVE NO LIABILITY IN EXCESS OF \$100 FOR ANY LOSS OF FUNDS AS THE RESULT OF WIRE OR CYBER FRAUD.

8. Exhibits and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement.

- ☐ Back-up Agreement Contingency Exhibit (F604) "_____"
- ☐ Closing Attorney Acting as Holder of Earnest Money Exhibit (F510) "_____"
- ☐ Community Association Disclosure Exhibit (F322) "_____"
- ☐ Condominium Resale Purchase and Sale Exhibit (F204) "_____"
- ☐ Conventional Loan Contingency Exhibit (F404) "_____"
- ☐ FHA Loan Contingency Exhibit (F407) "_____"
- ☒ Lead-Based Paint Exhibit (F316) " B "
- ☐ Lease Purchase and Sale Exhibit (F207) (to be used with F916) "_____"
- ☐ Lease for Lease/Purchase Agreement (F916) (to be used with F207) "_____"
- ☐ Legal Description Exhibit (F807 or other) "_____"
- ☐ Loan Assumption Exhibit (F416) "_____"
- ☒ No Financing Contingency Exhibit (F401) " A "
- ☐ Sale or Lease of Buyer's Property Contingency Exhibit (F601) "_____"
- ☐ Seller's Property Disclosure Statement Exhibit (F301, F302, F304, F307 or F310) "_____"
- ☐ Survey of Property as Exhibit "_____"
- ☐ Temporary Occupancy Agreement for Seller after Closing Exhibit (F219) "_____"
- ☐ USDA-RD Loan Contingency Exhibit (F413) "_____"
- ☐ VA Loan Contingency Exhibit (F410) "_____"
- ☒ Other Plat Exhibit "C"

SPECIAL STIPULATIONS: The following Special Stipulations are made a part of this Agreement.

1. Closing shall be contingent upon the buyer's ability to obtain a clear title insurance policy with no exceptions other than standard exemptions.
2. Should Seller receive a bona fide offer above 90,000. Buyer is willing to increase this offer in increments of \$1,000 above the highest offer received not to exceed 95,000 purchase price.

☐ Additional Special Stipulations (F246) are attached.

By signing this Agreement, Buyer and Seller acknowledge that they have each read and understood this Agreement and agree to its terms.

Buyer Acceptance and Contact Information

1 Buyer's Signature

William R. Winner, Jr.

William R. Winner, Jr.

Print or Type Name

9/8/2023

Date

Buyer's Address for Receiving Notice

Buyer's Phone Number: ☐ Cell ☐ Home ☐ Work

Buyer's E-mail Address

2 Buyer's Signature

Print or Type Name

Date

Buyer's Address for Receiving Notice

Buyer's Phone Number: ☐ Cell ☐ Home ☐ Work

Buyer's E-mail Address

☐ Additional Signature Page (F267) is attached.

Buyer's Broker/Affiliated Licensee Contact Information

Sellers Realty of Dahlonega

Buyer Brokerage Firm

Julie M Williams

Broker/Affiliated Licensee Signature

9/8/2023

Date

Julie M Williams

Print or Type Name

376455

GA Real Estate License #

(706) 300-1544

Licensee's Phone Number

Fax Number

julesells4you@gmail.com

Licensee's E-mail Address

REALTOR® Membership

1234 Dawsonville Hwy Suite 101, Dahlonega, GA 30533

Broker's Address

(706) 864-8661

Broker's Phone Number

000-000-0000

Fax Number

SROD01

MLS Office Code

H-30407

Brokerage Firm License Number

Seller Acceptance and Contact Information

1 Seller's Signature

LUMPKIN COUNTY

Print or Type Name

9/8/2023

Date

Seller's Address for Receiving Notice

Seller's Phone Number: ☐ Cell ☐ Home ☐ Work

Seller's E-mail Address

2 Seller's Signature

Print or Type Name

Date

Seller's Address for Receiving Notice

Seller's Phone Number: ☐ Cell ☐ Home ☐ Work

Seller's E-mail Address

☐ Additional Signature Page (F267) is attached.

Seller's Broker/Affiliated Licensee Contact Information

Chestatee Real Estate, LLC.

Seller Brokerage Firm

Trevor Eudy

Broker/Affiliated Licensee Signature

9/9/23

Date

Trevor Eudy

Print or Type Name

368608

GA Real Estate License #

(706) 867-5018

Licensee's Phone Number

(706) 864-0367

Fax Number

trevoreudy@gmail.com

Licensee's Email Address

REALTOR® Membership

768 Crown Mountain Dr, Dahlonega, GA 30533

Broker's Address

(706) 867-0196

Broker's Phone Number

(706) 864-0367

Fax Number

CHEP01

MLS Office Code

H-58167

Brokerage Firm License Number

Binding Agreement Date: The Binding Agreement Date in this transaction is the date of 9/9/23
and has been filled in by Trevor Eudy

NO FINANCING CONTINGENCY
EXHIBIT " A "



2023 Printing

This Exhibit is part of the Agreement with an Offer Date of 9/8/2023 for the purchase and sale of that certain Property known as: 1675 Old Dahlonega Highway, Dahlonega, Georgia 30533.

1. Method of Purchase

- A. ☒ **All Cash Purchase:** Buyer has sufficient liquid assets to purchase the Property in this transaction for "all cash". The Buyer has no right to unilaterally extend the Closing date for eight (8) days for reason of mortgage lender delay. Notwithstanding the above, Buyer shall have the right to extend the closing date for eight (8) days if the closing attorney is not ready except if the basis for the closing attorney not being ready is due to or related to the mortgage lender delay.

OR

- B. ☐ **Financed Purchase with No Financing Contingency:** Buyer intends to obtain mortgage financing to pay for all or a portion of the sales price of the Property; provided, however, this Agreement shall not be subject to a financing contingency. Even though Buyer is obtaining a mortgage loan, the Buyer has no right to unilaterally extend the Closing date for eight (8) days for reason of mortgage delay. Notwithstanding the above, Buyer shall have the right to extend the closing date for eight (8) days if the closing attorney is not ready except if the basis for the closing attorney not being ready is due to or related to the mortgage lender delay.

2. **Verification of Funds.** Within 3 days from the Binding Agreement Date, Buyer shall be obligated to provide or cause to be provided to Seller information describing in specific detail the source of all Buyer's funds necessary to purchase the Property ("Required Information"). The Required Information shall consist of one or more of the following:
- A. A letter or letters from a trust, stock brokerage firm and/or financial institution holding funds, stocks, bonds and/or other assets (hereinafter collectively referred to as "Assets") of or on behalf of Buyer and dated subsequent to the Binding Agreement Date stating that Buyer has funds in US Dollars of at least an amount specified in the letter and/or Assets on deposit with the institution of a value specified in the letter, that are sufficient to allow Buyer to complete the purchase of the Property;
 - B. An account statement or statements from the trust, stock brokerage firm and/or financial institution(s) holding funds and/or Assets confirming a specific amount of funds in US Dollars on deposit with the institution. Such account statement must be for the regular time period that such statements are issued immediately preceding the Binding Agreement Date.
 - C. If Option 1(B) is selected above, a loan commitment letter from a mortgage lender.
3. **Authorization and Security.** Buyer does hereby authorize Seller and Listing Broker to communicate with any person providing information regarding Buyer's source of funds to purchase the Property to verify such information and to answer any questions Seller or Listing Broker may have regarding the source of Buyer's funds to purchase the Property. In providing any account statement to Seller, Buyer shall be entitled to delete or otherwise shield account numbers, social security numbers, telephone numbers and other information the release of which could jeopardize the security of the account or put the Buyer at greater risk of identity theft.
4. **Seller's Right to Terminate.** In the event Buyer fails to provide Seller with the Required Information within the timeframe set forth above, Seller shall notify Buyer of the default and give Buyer three (3) days from the date of the delivery of the notice to cure the same. If Buyer does not timely cure the default, Seller may terminate this Agreement within seven (7) days thereafter due to Buyer's default upon notice to Buyer. In the event Seller does not terminate this Agreement within that timeframe, the right to terminate on this basis shall be waived.
5. **Appraisal Contingency.** In addition to the other rights of Buyer set forth herein, this Agreement ☐ shall or ☒ shall not be subject to the Property appraising for at least the purchase price. Buyer shall have the rights set forth in this exhibit in the event the Property does not appraise for at least the purchase price in accordance with the terms and conditions set forth below:
- A. **Type of Appraisal:** The appraisal shall be a "certified appraisal" of the Property (as that term is defined in O.C.G.A. § 43-39A-2) performed or signed off by a licensed or certified appraiser (as those terms are defined in the rules and regulations of the Georgia Real Estate Appraiser's Board) and include a statement that the appraiser performed an "independent appraisal assignment" (as that term is defined in O.C.G.A. § 43-39A-2(24)) with respect to the Property.
 - B. **Selection of Appraiser:** The appraiser shall be selected by *[Select one. The sections not selected shall not be a part of this Agreement.]* ☐ Buyer, ☐ Seller, OR ☐ Other (_____); and all parties agree that this appraiser shall only perform a single certified appraisal of the Property.

C. Rights of Buyer If Property Does Not Appraise: If any appraisal performed pursuant to and in accordance with this exhibit is for less than the purchase price of the Property, the Buyer shall have the right to request within na days from the Binding Agreement Date that Seller reduce the sales price of the Property to a price not less than the appraisal price by submitting an Amendment to Sales Price ("ATSP") to Seller along with a complete copy of the appraisal which is for less than the purchase price. In the event that Buyer does not submit an ATSP within the time frame referenced above, Buyer shall be deemed to have waived Buyer's right to request a reduction in the sales price and this Agreement shall no longer be subject to an appraisal contingency. The time limit of the offer for the Seller to accept or reject the ATSP shall run through the earlier of: (1) three (3) days from the date that the ATSP is delivered to Seller; or (2) the time of closing (excluding any extensions of the closing resulting from the unilateral extension of the closing date).

If Seller does not accept the ATSP, Buyer shall have the right, but not the obligation, to terminate this Agreement without penalty upon notice to Seller, provided that such notice is given within three (3) days of the earlier of: (a) the date that Buyer receives notice that Seller has not accepted the ATSP; or (b) the last date Seller could have accepted the ATSP. In neither circumstance shall the Buyer's right to terminate extend beyond the time of closing.

D. Buyer Not Obligated to Seek Price Reduction: Nothing herein shall require Buyer to seek any reduction in the sales price of the Property. If Buyer does not seek a reduction in the sales price, Buyer shall be obligated to purchase the Property for the price agreed to by the parties in the Agreement.

Buyer's Initials: _____

WRW
~~REDACTED~~

Seller's Initials: _____



**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND/OR LEAD-BASED PAINT HAZARDS IN
PURCHASE AND SALE TRANSACTIONS
("LEAD-BASED PAINT EXHIBIT")**



EXHIBIT " B "

2023 Printing

This Exhibit pertains to that certain Property known as: 1675 Old Dahlonega Highway, Dahlonega, Georgia 30533.

UNDER FEDERAL LAW, THIS EXHIBIT MUST BE SIGNED BY THE SELLER AND BUYER, AND THE BUYER PROVIDED WITH A COPY OF THE LEAD-BASED PAINT BROCHURE PRIOR TO THE BUYER AND SELLER ENTERING INTO A BINDING AGREEMENT. THIS AGREEMENT MUST BE FILLED OUT FOR ALL HOUSING BUILT PRIOR TO 1978.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Hazards Lead Warning Statement

Every buyer of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead paint hazard [initial (i) or (ii) below. The section not initialed shall not be part of this Exhibit]

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain below):

☐ Check box if additional pages of explanations are attached and incorporated herein.

(ii) JH Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and Reports available to the Seller [initial (i) or (ii) below. The section not initialed shall not be part of this Exhibit]:

(i) _____ Seller has provided the Buyer with all the available records and reports pertaining to lead-based paint and/or lead based paint hazards in the housing (list document below):

(ii) JH Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment [initial all applicable sections below]:

(c) _____ Buyer has received copies of all information, if any, listed above.

✓ (d) WRW Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*
45312b3

(e) Buyer has: [initial (i) or (ii) below]:

(i) _____ Received a ten (10) day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards (prior to Buyer being obligated under the Purchase and Sale Agreement); or

✓ (ii) WRW Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards (which shall not prevent Buyer from evaluating the Property for lead-based paint and lead-based paint hazards during any Due Diligence or Right to Request Repairs Period).
45312b3

Agent's Acknowledgment (Agent who informed Seller of Seller's Obligations should initial).

(f) TE Seller's Agent has informed the Seller of the Seller's obligations under 42 U.S.C. § 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

William R. Winner, Jr.
1 Buyer's Signature
Date 9/8/2023
William R. Winner, Jr.
Print or Type Name

[Signature]
1 Seller's Signature
Date 9/8/2023
LUMPKIN COUNTY
Print or Type Name

2 Buyer's Signature
Date
Print or Type Name

2 Seller's Signature
Date
Print or Type Name

☐ Additional Signature Page (F267) is attached.

☐ Additional Signature Page (F267) is attached.

Julie M. Williams
Buyer's Agent Signature
Date 9/8/2023
Julie M Williams
Print or Type Name

[Signature]
Seller's Agent Signature
Date 9/8/23
Trevor Eudy
Print or Type Name

Sellers Realty of Dahlonega
Buyer Brokerage Firm

Chestatee Real Estate, LLC.
Seller Brokerage Firm



Lumpkin County, Georgia

County Attorney

Date:

September 19, 2023

Agenda Item:

Ratify the Approval to Join the Multi-County Amicus Curiae Brief in the Matter of City of Winder v. Barrow County (*County Attorney Joy Edelberg*)

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:



Lumpkin County, Georgia

Finance

Date: September 19, 2023

Agenda Item: 2014 SPLOST 2023 Work Plan Amendment (*Finance Director Abby Branan*)

Item Description: Request to amend the 2014 SPLOST 2023 Work Plan.

Facts & Historical Information:

This is a request to approve the 2023 work plan amendment for the 2014 SPLOST as presented to the BOC. The work plan for SPLOST is a guide for the use of funds approved by the BOC based upon the program as approved by the voters. Use of the annual program method ensures that programs stay within budget and provides ample time for staff to research and make sure all projects submitted are SPLOST eligible. All of the projects presented fall within the guidelines of the original program approved by the voters.

Emergency Services has seven heart monitors/defibrillators. There is one for each ambulance and one held as a spare. There have been issues with two of the heart monitors/defibrillators in the past month and cannot be repaired. The cost of two LIFEPAK 15 monitor/defibrillators is \$70,635.08. Stryker will provide a trade in credit of \$13,000 for the two that are no longer able to be used. Staff is requesting \$58,554 to purchase two LIFEPAK 15 monitor/defibrillators. Each ambulance is required to have a heart monitor/defibrillator to remain in service. Having a spare ensures that all ambulances can stay in service in the event one of the heart monitors/defibrillators is not working.

Potential Courses Of Action:

- A. Approve the work plan as presented.
- B. Approve the work plan amendment with changes.
- C. Not approve the work plan amendment and provide a different source of funding.
- D. Not approve the work plan amendment and do not provide a difference source of funding.

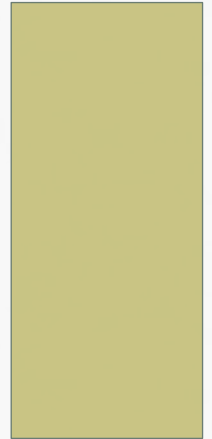
Budget Impact:

This purchase is not included in any fund budget. Staff identified the 2014 SPLOST program as a possible funding source, as Emergency Services equipment is included on the project list.

Staff Recommendation: Course of Action A.

LUMPKIN COUNTY 2014 SPLOST

2023 WORK PLAN
AS PROPOSED SEPTEMBER 5, 2023



2014 SPLOST REFERENDUM STATEMENT

“Shall a special one percent sales and use tax be imposed in the Special District of Lumpkin County for a period of time not to exceed six (6) years and for the raising of an estimated amount of \$18,900,000 for the purpose of: (a) Funding Fire-EMS facilities, vehicles and equipment; Parks and Recreation facilities, equipment and vehicles; Roads, streets and bridge projects, including resurfacing, equipment, vehicles and improvements; Continuing lease payments for the acquisition of the Justice Center (COPS); Library facilities, equipment and material; Administrative facility projects; Public facilities renovations including equipment and vehicles; Animal Shelter facilities including equipment and vehicles; Clerk of Court archives upgrade; Economic Development property acquisition; Board of Election upgrades; Senior Center facilities and vehicles; Sheriff’s Department equipment, facilities and vehicles; Water Authority system improvements for Lumpkin County; and (b) Funding sewer plant upgrades and related sewer line replacements for the City of Dahlonega”

2014 SPLOST PROJECTS

- A1 Lease Payments (COPS)
- A2 Administrative Facility Improvements
- A3 Public Facility Renovations/Vehicles
- A4 Animal Shelter Equipment, Facilities, & Vehicles
- A5 Clerk of Court Archives Upgrade
- A6 Economic Development
- A7 Board of Elections Upgrades
- A8 Emergency Services Equipment, Vehicles, Facility Renovations/Additions
- A9 Roads & Bridges Equipment, Vehicles, Resurfacing, Improvements
- A10 Lumpkin County Library
- A11 Recreation Equipment, Vehicles, Facilities
- A12 Senior Center Facilities
- A13 Sheriff's Department Equipment & Vehicles
- A14 Water Authority System Improvements

2014 SPLOST PROJECT BUDGETS

	Description	Budget as Adopted
A1	Lease Payments (COPS)	\$5,100,000
A2	Administration Facility Improvements	\$1,200,000
A3	Public Facility Renovations/Vehicles	\$300,000
A4	Animal Shelter Equipment, Facilities, & Vehicles	\$75,000
A5	Clerk of Courts Archives Upgrades	\$20,000
A6	Economic Development	\$500,000
A7	Board of Elections Upgrades	\$40,000
A8	Emergency Services Equipment, Vehicles, Facility Renovations/Additions	\$1,485,000
A9	Roads and Bridges Equipment, Vehicles, Resurfacing, Improvements	\$4,270,000
A10	Lumpkin County Library	\$1,000,000
A11	Recreation Equipment/Vehicles, Facilities	\$1,000,000
A12	Senior Center Facilities	\$50,000
A13	Sheriff's Department Equipment and Vehicles	\$360,000
A14	Water Authority System Improvements	\$500,000
Total Projected 2014 SPLOST Program		\$15,900,000

2014 SPLOST FUNDS

UPDATED FEBRUARY 2023

• 2014 SPLOST Bank Balance	\$1,668,097.93
• Encumbrances / Remaining Balances	
• Library Pavilion	\$100,000.00
• Water Authority	\$ 39,684.26
• Elections	\$ 4,856.07
• Balance of 2023 projects	<u>\$470,927.00</u>
	<u>\$ 615,467.33</u>
• Remaining Balance	\$1,052,630.60

2014 SPLOST PROGRAM PROPOSED 2023 PROJECTS

<u>Proposed Projects</u>	<u>Requested</u>	<u>Approved</u>
A3 – Transfer Station Improvements	500,000	500,000
A3 – Portable Backup Generator – Justice Center (IT-related)*	30,000	30,000
A4 – Animal Shelter Building Improvements*	200,000	200,000
A8 – Two (2) Ambulances	480,000	480,000
A8 – Fire Station Property*	100,000	100,000
A8 – Fire Station #2 Living Quarters*	125,000	125,000
A8 – EOC Expansion*	40,000	40,000
A11 – Community Center Improvements	475,000	475,000
A11 – Outdoor Basketball Court Paint*	10,000	10,000
A7 – Board of Elections Upgrades*	8,573	8,573
Total Requests (*Encumbered)	\$1,960,000	1,960,000

<u>Proposed Projects (Requested 09.05.23)</u>	<u>Requested</u>	<u>Approved</u>
A8 – LIFEPAK 15 V4 Monitor/Defibrillator (2)	58,554	
Total Requests	\$58,554	

DISCUSSION



Lumpkin County, Georgia

Finance

Date: September 19, 2023

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

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

Facts & Historical Information:

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

09/05/23 Proposed Amendment:

Staff is requesting a tow-behind lift for workers to safely cut dangerous trees. There have been numerous storms that cause damage to trees, and county staff has to trim/cut these trees to prevent them from falling into the roadways.

Road Superintendent David Robinson has identified two lifts that will meet the Road Department's needs:

NIFTYLIFT TM64D – 64' platform height / 70' work height / 39'6" horizontal outreach

Current quoted price \$79,950

NIFTYLIFT TM50 – 50' platform height / 56' work height / 30' horizontal outreach

Current quoted price \$48,800

Due to the price of the equipment, staff will issue an Invitation to Bid, as the lifts are not on the state contract. Depending upon the direction of the Board, staff is requesting \$55,000 or \$85,000 in TSPLOST funding to accommodate any

fluctuations in price between the date of the quotes and the date bids are due.

**Potential Courses Of
Action:**

- A. Approve the amendment with sufficient funding for the 64' lift.
- B. Approve the amendment with sufficient funding for the 50' lift.
- C. Not approve the amendment.

Budget Impact:

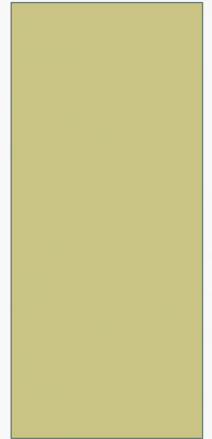
There are sufficient funds in the 2019 TSPLOST program for either lift.

Staff Recommendation:

Course of Action A or B.

LUMPKIN COUNTY 2019 TSPLOST

2023 WORK PLAN
AS PROPOSED SEPTEMBER 5, 2023



ROAD MAINTENANCE AND IMPROVEMENT TAX 2019 REFERENDUM STATEMENT

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

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

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

2019 TSPLOST PROJECTS

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

LUMPKIN COUNTY 2019 TSPLOST

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

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

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

2019 TSPLOST PROPOSED PROJECT BUDGETS

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

2019 TSPLOST PROGRAM – PROPOSED YR 5 – 2023 PROJECTS

<u>Proposed Projects</u>	<u>Expended PTD</u>	<u>Encumbered</u>	<u>09.05.23 Requests</u>	<u>2023 Approved</u>
A1 – Joint Project	751,779			
B1 – Roads & Bridges – Paving, Striping, Maintenance, Constructions & Improvements	7,027,266	3,707,062	0	665,000
B1 - 02.07.23 Request for additional paving	0	0	0	1,527,497
B1 – 07.11.23 Request for additional paving	0	0	0	100,000
B2 – Road Maintenance Equipment	1,082,198	55,567	0	48,000
B2 – Road Maintenance Equipment	0	0	\$55,000-85,000	0
Totals	8,861,243	3,762,629	55,000-85,000	2,340,497

Total LC Revenue - \$13,837,710

Total Bond Closing Costs & Interest Expended - \$358,529

Total Expended & Encumbered - \$12,623,872

Total Requested (09.05.23) - \$55,000-85,000

DISCUSSION



Lumpkin County, Georgia

Finance

Date: September 19, 2023

Agenda Item: 2020 SPLOST 2023 Work Plan Amendment (*Finance Director Abby Branan*)

Item Description: Request to amend the 2020 SPLOST 2023 Work Plan

Facts & Historical Information:

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

09/05/23 Proposed Amendment:

The Sheriff's Office is requesting to replace the door entry system for the administration offices at the Detention Center. The door entry system has not worked since May 2023. Additional information from the Sheriff's Office is attached.

09/15/23 Proposed Amendment:

The Sheriff's Office is requesting to replace the door entry system and cameras at E911. Additional information from the Sheriff's Office is attached.

Potential Courses Of Action:

- A. Approve the amendment.
- B. Approve the amendment with changes.
- C. Not approve the amendment.
- D. Not approve the amendment and identify a different funding source.

Budget Impact: There are sufficient funds in the 2020 SPLOST program.

Staff Recommendation:

Abby Branan

From: Ryan McDuffie
Sent: Thursday, August 24, 2023 11:39 AM
To: Abby Branan
Subject: FW: Replacement of entry system into the Sheriff's building

Info for item on agenda- SPLOST amendment

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

From: Doug Cochran <doug.cochran@lumpkincounty.gov>
Sent: Monday, August 21, 2023 5:36 PM
To: Ryan McDuffie <ryan.mcduffie@lumpkincounty.gov>; Jennifer Rice <jennifer.rice@lumpkincounty.gov>
Cc: Stacy Jarrard <stacy.jarrard@lumpkincounty.gov>; Deanna Williams <deanna.williams@lumpkincounty.gov>
Subject: Replacement of entry system into the Sheriff's building

Ryan,

Per the phone conversation today with the Sheriff and I, the Sheriff is requesting that ACE Wiring Security Systems be approved to replace our door entry system for the administrative offices located at 385 E Main St. Our old system that Control Concepts installed in 2002 had maintained the current system up until April of this year. The county did not renew the contract with CCI, due to their poor service and by their own admission was not interested in that type of system anymore and they were trying to move to another type of controls as their line of work has changed. Sometime in May, the system failed, totally shut down. We have not been able to enter any new employees with their door code due to the system being inoperable. We now have approximately 10 new employees using a door code of other employees. This is the only way they can access the offices. Also the entire system has been compromised due to an open records request by a individual that is running for Sheriff and was supplied in error to him, all former employees, current employees door codes and if an employee was dismissed, that information was on their also. The individual then put that on his Facebook for public view. We are unable to delete, add, do anything to the system.

Then at the end of May, we contacted Motorola for their assistance with the jail monitors, the door entry system for our building and the jail doors. They met with us and stated that they would have something to us by June 10, 2023. During their visit, they requested and were granted the schematics to our system to use to help them on their bid for the work that needed to get done. Motorola has been contacted by Sheriff Jarrard, Major Cochran, Capt. Morrison and Ashley Peck numerous times on the status of receiving our bid. Around July, we were informed that Motorola has lost the schematics and they are unable to locate them. Roger Watson with Motorola informed Sheriff Jarrard, that if they could not be found, Motorola would replace them, this was around August 10, 2023. Mr. Watson further stated he was still working on the estimate but was unsure when that would be finished.

Around the first of August, Sheriff Jarrard contacted a local citizen that does that type of work. He came to our facility, did a walk thru and advised he could do the work for us. On August 21, 2023, Michael Clemons of ACE Wiring Security Systems submitted a itemized bid for the work in the amount of \$9996.83. He advised the work would take 2-3 days and could for the most part use the existing wiring to save money. Once he is approved for the work, he would order all the equipment and begin work within a week of approval from the county.

We are unaware of any other companies that we can reach out to, plus our local vendor, Mr. Clemons is aware of the urgency and is ready to get started. The Sheriff would like to approve Mr. Clemons and also pay for this repair and replacement from our SPLOST fund balance.

I am attaching his estimate to this e-mail. He is also familiar with the vendor packet that he has to complete if approved.

Any questions, please reach out to me or Sheriff Jarrard

Thank you
Major Doug Cochran

Abby Branan

From: Carlton Chester
Sent: Wednesday, September 6, 2023 4:41 PM
To: Abby Branan
Cc: Stacy Jarrard; Doug Cochran
Subject: FW: Here you go. Thanks for the opportunity to bid your project.
Attachments: Lumpkin County 911.xlsx; Lumpkin County 911 cameras.xlsx

Good afternoon again,

I was speaking with Major Cochran about the door locks and such at the detention center. He told me he had made arrangements with another company, other than Motorola to furnish a quote for repairs. I'm not sure if you were aware, but Ashley, at my request, had motorola come over to the center the day they checked the detention center and look into replacing the equipment. They called me once for some clarification and no correspondence since. I have one camera out as a result of flood damage several months ago, the main door camera went out about two weeks ago but has started working again. The cards we use for access have been discontinued and were the only ones that will work with the system. I am in the same situation as Major Cochran concerning repairs at the present. I need the equipment replace and a new access system installed before it all shuts down completely.

I called the company Major Cochran used and they furnished, they provided a quote for replacement of the equipment. See attached. I would like to proceed as soon as possible.

Can you advise me on the next steps.

Thank you.

chc

From: Michael Clemons <key1@windstream.net>
Sent: Thursday, August 24, 2023 4:42 PM
To: Carlton Chester <carlton.chester@lumpkincounty.gov>; Michael Clemons <key1@windstream.net>
Subject: Here you go. Thanks for the opportunity to bid your project.

Thank you,

Michael G. Clemons ULV

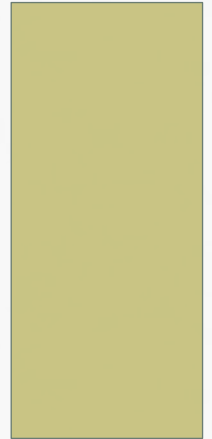
(706) 265-5582

key1@windstream.net

Licensed Unrestricted Low Voltage Contractor

LUMPKIN COUNTY 2020 SPLOST

2023 WORK PLAN
AS PROPOSED 09.05.23



SPLOST

2020 REFERENDUM STATEMENT

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

2020 SPLOST PROJECTS

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

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

LUMPKIN COUNTY SPLOST

- 2020 SPLOST Referendum \$18,900,000
 - Lumpkin County Share 79% \$14,931,000
 - City of Dahlonega Share 21% \$ 3,969,000
- Program to Date Collections \$13,711,881
- Remaining Collections (per program budget) \$10,500,000
- Projected 2020 SPLOST (based on program budget)
Collections \$24,211,881
 - Lumpkin County Share \$19,127,386
 - City of Dahlonega \$ 5,084,495

2020 SPLOST EXPECTED FUNDS AVAILABLE BY PROGRAM YEAR (LUMPKIN CO. SHARE)

Program Yr	Corresponding YR	Funds Available	Actual/Estimated
YR1	2020	\$ 2,612,907	Actual
YR2	2021	\$ 4,020,369	Actual
YR3	2022	\$ 4,406,485	Estimated
YR4	2023	\$ 2,488,500	Estimated
YR5	2024	\$ 2,488,500	Estimated
YR6	2025	\$ 2,488,500	Estimated
YR7	2026	\$ 622,125	Estimated
TOTAL		\$19,127,386	

2020 SPLOST PROPOSED PROJECT BUDGETS

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

2020 SPLOST PRO-RATA DISTRIBUTION

32 CHECKS RECEIVED (LC SHARE)

PRO-RATA DISTRIBUTION	%	TOTAL
A1 – Judicial Center Acquisition Contract Payments	31.59%	\$3,421,951
A2 – Economic Development	13.40%	\$1,451,540
A3 - Roads and Bridges Equipment, Vehicles, Resurfacing, Improvements	13.08%	\$1,416,876
A4 – Lumpkin County Library	6.70%	\$725,770
A5 - Sheriff's Department Equipment and Vehicles	8.44%	\$914,253
A6 - Water Authority System Improvements	26.79%	\$2,901,996

2020 SPLOST PROGRAM – PROPOSED YR4 – 2023 PROJECTS

<u>Proposed Projects</u>	<u>Expended PTD</u>	<u>Encumbered</u>	<u>2023 Requests</u>	<u>2023 Approved</u>
A1 – Judicial Center Acquisition Contract Payments	2,241,338		759,297	759,297
A2 – Economic Development	780,000		0	
A3 – Roads & Bridges Equipment, Vehicles, Resurfacing, Improvements	1,048,437	707,649		
A4 – Lumpkin County Library	1,000,000		0	
A5 – Sheriff’s Department Equipment & Vehicles	817,818	336,842	375,000-450,000	375,000-450,000
A6 – Water Authority System Improvements	<u>1,778,326</u>	<u>675,000</u>	<u>641,600</u>	<u>641,600</u>
Totals	7,665,919	1,719,491	1,775,897-1,850,897	1,775,897-1,850,897
<u>Proposed Projects requested 09.05.23</u>				
A5 – Sheriff’s Department Equipment & Vehicles	<u>0</u>	<u>0</u>	<u>18,100</u>	<u>0</u>
Totals	0	0	10,000	0

Projected Collections by the end of 2023 (Year 4) - \$13,528,261

Total Expended, Encumbered, & Requested through 2023 (Year 4) - \$11,161,307-11,236,307

DISCUSSION



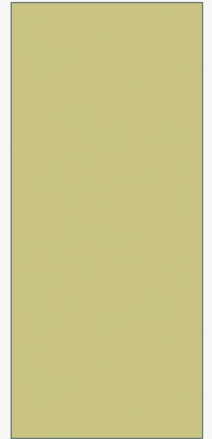
Lumpkin County, Georgia

Finance

Date:	September 19, 2023
Agenda Item:	2023 TSPLOST 2023 Work Plan (<i>Finance Director Abby Branan</i>)
Item Description:	Consideration of the 2023 TSPLOST 2023 Work Plan.
Facts & Historical Information:	The voters of Lumpkin County approved a referendum in November 2022 for the continuation 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 19% and 81% respectively. The use of an annual program method ensures that programs stay within budget and affords the Board an opportunity for input on the development of the program. All projects presented fall within the guidelines of the tax and the program approved by the voters. This work plan covers the joint project, county paving projects on various county roads and equipment for the road department. The proposed work plan was prepared with Public Works staff and is attached for reference.
Potential Courses Of Action:	A. Approve the 2023 TSPLOST 2023 Work Plan B. Approve the 2023 TSPLOST 2023 Work Plan with changes. C. Do not approve the 2023 TSPLOST 2023 Work Plan.
Budget Impact:	There are funds available in the 2023 TSPLOST to fund the request.
Staff Recommendation:	Course of Action A

LUMPKIN COUNTY 2023 ROAD MAINTENANCE AND IMPROVEMENT TAX

2023 WORK PLAN
AS PROPOSED SEPTEMBER 5, 2023



ROAD MAINTENANCE AND IMPROVEMENT TAX 2023 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 not more than an estimated \$20,000,000 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 \$7,000,000 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.

2023 TSPLOST PROJECTS

- A1 Joint – Lumpkin County & City of Dahlonega – Auraria Road / Dawsonville Highway / Torrington Drive Intersection Improvements
- B1 Roads and Bridges – Paving, Striping, Maintenance, Construction & Improvements
- B2 Road Maintenance Equipment

LUMPKIN COUNTY 2023 TSPLOST

• 2023 TSPLOST Referendum	\$20,000,000
• Joint Project	\$ 5,000,000
• Lumpkin County Share	\$12,150,000
• City of Dahlonega Share	\$ 2,850,000
• Program to Date Collections	\$ 2,001,558.41
• Remaining Collections (estimated)	\$18,666,666.48
• Projected 2023 TSPLOST Collections	\$20,668,225
• Joint Project	\$ 5,000,000
• Lumpkin County Share	\$12,691,262
• City of Dahlonega	\$ 2,976,963

2023 TSPLOST EXPECTED FUNDS AVAILABLE BY PROGRAM YEAR (LUMPKIN CO. SHARE)

Program Yr	Corresponding YR	Funds Available	Actual/Estimated
YR1 (9 mo)	2023	\$ 2,252,463	Estimated
YR2	2024	\$ 2,456,188	Estimated
YR3	2025	\$ 2,456,188	Estimated
YR4	2026	\$ 2,456,188	Estimated
YR5	2027	\$ 2,456,188	Estimated
YR6 (3 mo)	2028	\$ 614,047	Estimated
TOTAL		\$12,691,262	

2023 TSPLOST PROPOSED PROJECT BUDGETS

	Description	Budget as Adopted
A1	Joint Project	\$5,000,000
B1	Roads & Bridges – Paving, Striping, Maintenance, Construction & Improvements	\$12,150,000
B2	Road Maintenance Equipment	\$0
Total Projected 2023 TSPLOST Program		\$17,150,000

2023 TSPLOST PROGRAM

PROPOSED YR1 (9 MO) – 2023 PROJECTS

<u>Proposed Projects</u>	<u>Requested</u>	<u>Encumbered 2023</u>	<u>Approved</u>
A1 – Joint Project			
B1 – Roads & Bridges – Paving, Striping, Maintenance, Constructions & Improvements			
Burnt Stand Rd / Auraria Rd Intersection Improvement Design	<u>\$121,000</u>		
Sub-Total	\$121,000		
B2 – Road Maintenance Equipment			
Total	\$121,000		

DISCUSSION