



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, Georgia

County Clerk

Date:

August 15, 2023

Agenda Item:

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

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

July 11, 2023
4:00 PM

- **CALL TO ORDER**

- **MINUTES**

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2. Board of Commissioners - Special Called Work Session - June 16, 2023 9:30 a.m.
3. Board of Commissioners - Special Called Work Session - June 19, 2023 8 a.m.
4. Board of Commissioners - Work Session II - June 20, 2023 5:30 p.m.
5. Board of Commissioners - Regular Meeting - June 20, 2023 6 p.m.

- **RESOLUTIONS**

6. 2023-35 Reappoint Member to Lumpkin County Planning Commission - *Barbara H. Bosanko to Seat 2, with a term expiring 08/27/2027*
7. 2023-36 Travel Regulations and Procedures – 2023 Update (*Finance Director Abby Branan*)

- **CONTRACTS/AGREEMENTS**

8. 2023-074 Rock House Road Property Asbestos Abatement - Southern Geotechnical Consultants (*Special Project Director Ashley Peck*)
9. 2023-075 UCBI Treasury Management Services Contract – 2023 TSPLOST (*Finance Director Abby Branan*)
10. 2023-076 Criterion Applicant Tracking Software Subscription Services Agreement (*Community & Employees Services Director Alicia Davis*)
11. 2023-077 Axon Body 3 Cameras Services Agreement and Axon Taser 7 Contract (*Sheriff Stacy Jarrard*)
12. 2023-078 2023 LMIG Contract Amendment 2 – Colditz Trucking (*Special Projects Manager Charles Trammell*)

- **OTHER ITEMS**

13. Alcoholic Beverage License - Buckley Farms & Vineyard (*County Clerk Melissa Witcher*)
14. Amendment 1: Yahoola Creek Reservoir Master Plan Map (*Community & Economic Development Director, Rebecca Mincey*)
15. Lumpkin County Veterans Affairs Committee Request to Solicit Funds for a Vietnam Veterans Memorial (*William Poole*)
16. 2019 TSPLOST 2023 Work Plan Amendment (*Finance Director Abby Branan*)

- **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



July 11, 2023
4:00 PM

CALL TO ORDER

The meeting was called to order at 4:03 pm. Present were Chairman Chris Dockery, Commissioner Tucker Greene, and Commissioner Rhett Stringer. Commissioners Bobby Mayfield and Jeff Moran were absent.

MINUTES

1. Board of Commissioners - Work Session - June 6, 2023 4:00 p.m.
2. Board of Commissioners - Special Called Work Session - June 16, 2023 9:30 a.m.
3. Board of Commissioners - Special Called Work Session - June 19, 2023 8 a.m.
4. Board of Commissioners - Work Session II - June 20, 2023 5:30 p.m.
5. Board of Commissioners - Regular Meeting - June 20, 2023 6 p.m.

RESOLUTIONS

6. 2023-35 Reappoint Member to Lumpkin County Planning Commission - Barbara H. Bosanko to Seat 2, with a term expiring 08/27/2027

7. 2023-36 Travel Regulations and Procedures – 2023 Update (Finance Director Abby Branan)

Consideration of an update to the Travel Regulations and Procedures for how the mileage reimbursement rate for use of personal vehicles is determined.

CONTRACTS/AGREEMENTS

8. 2023-074 Rock House Road Property Asbestos Abatement - Southern Geotechnical Consultants (Special Projects Director Ashley Peck)

Consideration of a contract with Southern Geotechnical Consultants for the removal of asbestos from the house located on Rock House Road

9. 2023-075 UCBI Treasury Management Services Contract – 2023 TSPLOST (Finance Director Abby Branan)

Consideration of a Treasury Management Services Contract with United Community Bank for fraud protection of the 2023 TSPLOST account.

10. 2023-076 Criterion Applicant Tracking Software Subscription Services Agreement (Community & Employee Services Director Alicia Davis)

Consideration of Approving Criterion Applicant Tracking Software Subscription Services Agreement.

11. 2023-077 Axon Body 3 Cameras Services Agreement and Axon Taser 7 Contract (Sheriff Stacy Jarrard)

Agreement and contract with Axon for renewal of Body 3 Cameras for an additional 5 years and consideration to combine with the Taser 7 contract to get on same contract cycle and provide savings over the life of the contract.

Commissioner Stringer asked about the amount listed in the staff analysis as a rebate/credit, and said it seemed unbelievable. The Finance Director, Ms. Branan, said she would look into it and come back with an answer.

12. 2023-078 2023 LMIG Contract Amendment 2 – Colditz Trucking (Special Projects Manager Charles Trammell)

Recommendation to add an additional road to the 2023 LMIG list.

Commissioner Stringer said we need to be cautious about paving gravel roads without doing more work on them beforehand, otherwise we will end up doing the same thing 25 years from now.

OTHER ITEMS

13. Alcoholic Beverage License - Buckley Farms & Vineyard (County Clerk Melissa Witcher)

This is for the issuance of an alcoholic beverage license for farm wines consumption on premises and package sales for off premises located at 427 Castleberry Bridge Road, Dawsonville, GA 30534.

14. Amendment 1: Yahoola Creek Reservoir Master Plan Map (Community & Economic Development Director, Rebecca Mincey)

The Yahoola Creek Reservoir Master Plan was adopted on January 5, 2021. Staff has been working on implementing the suggestions outlined in the plan.

Amendment 1 shows an updated map with the following suggested changes.

1. New trail system reflective of the existing trail and the recent DNR Recreational Trail Program project
2. Renaming Mountain Bike Trail Network to Trailhead with pavilion and restroom facilities added

The Amendment also cleans up other parts of the map that were too busy or highlighted existing amenities.

1. Removal of all additional conceptual hiking and mountain biking trail lines
2. Removal of Wimpy Mill, Connection to Downtown, Dam Access, Existing Boat Launch
3. Removal of suggested detention ponds

Ms. Mincey informed the Commissioners that she made a couple of last-minute changes to the agenda packet. The new trail system is reflective of the recent updates through the DNR Recreational Trails Grant project, and the pavilion and restroom facilities have been added. She removed all of the conceptual lines for hiking and mountain biking in the northern part. She explained it doesn't mean we will not pursue that in the future, but it was overly crowded on the map and we are years out from implementing that part of the plan. The downtown connection is also a bit premature, so that was removed as well.

15. Lumpkin County Veterans Affairs Committee Request to Solicit Funds for a Vietnam Veterans Memorial (William Poole)

This is a request for approval in concept of the LCVAC's desire to solicit funds to have designed and manufactured a Memorial in honor of Vietnam veterans and to place such Vietnam Memorial in the Lumpkin County Veterans Memorial Garden.

Commissioner Stringer asked if the brick path will be connected to the spot for the proposed memorial. Bill Poole, Chairman of the Veterans' Affairs Committee, replied that the path does not currently extend to any of the freestanding memorials. Mr. Poole said they will also want to add a memorial in the future for veterans of the wars in Iraq and Afghanistan. He showed the Commissioners which memorial monument the LCVAC would like to obtain, which is priced at \$18,000. The Committee hopes to be able to fundraise for the entire cost of the memorial, and they will coordinate fundraising efforts with the County Manager and Finance Director.

16. 2019 TSPLOST 2023 Work Plan Amendment (Finance Director Abby Branan)

Request to amend the work plan on the 2019 TSPLOST.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Chairman Dockery said Commissioner Moran and Commissioner Mayfield were both attending training for their daytime jobs.

PUBLIC COMMENT (Agenda Specific)**ADJOURNMENT**

The meeting was adjourned at 4:16 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

County Clerk

Date: August 15, 2023

Agenda Item: Board of Commissioners - Public Hearing - July 18, 2023 5:15 p.m.

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

July 18, 2023
5:15 PM

- **CALL TO ORDER**

- **PUBLIC COMMENT**

Issuance of Alcoholic Beverage License: Kevin Buckley for Buckley Vineyards - Sales of Farm Wines (Tasting Room) for on-premises consumption & off-premises package sales

- **ADJOURNMENT**

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



July 18, 2023
5:15 PM

CALL TO ORDER

The meeting was called to order at 5:15 pm. Present were Chairman Dockery and District Commissioners Tucker Greene, Bobby Mayfield, Rhett Stringer, and Jeff Moran.

PUBLIC COMMENT

Issuance of Alcoholic Beverage License: Kevin Buckley for Buckley Vineyards - Sales of Farm Wines (Tasting Room) for on-premises consumption & off-premises package sales.

There were no public comments.

ADJOURNMENT

The meeting was adjourned at 5:17 pm

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

County Clerk

Date: August 15, 2023

Agenda Item: Board of Commissioners - Work Session II - July 18, 2023 5:30 p.m.

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

July 18, 2023
5:30 PM

- **CALL TO ORDER**
- **PRESENTATIONS**
- **CONSIDERATION OF MINUTES**
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- **RESOLUTIONS**
 6. 2023-35 Reappoint Member to Lumpkin County Planning Commission - *Barbara H. Bosanko to Seat 2, with a term expiring 08/27/2027*
 7. 2023-36 Travel Regulations and Procedures – 2023 Update (*Finance Director Abby Branan*)
- **CONTRACTS/AGREEMENTS**
 8. 2023-074 Rock House Road Property Asbestos Abatement - Southern Geotechnical Consultants (*Special Projects Director Ashley Peck*)
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- **OTHER ITEMS**
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17. Pinetree Way Roundabout Landscape Plan (*Special Projects Director Ashley Peck*)

- **COUNTY MANAGER**
- **COUNTY ATTORNEY**
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- **PUBLIC COMMENT (Agenda Specific)**
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LUMPKIN COUNTY
Board of Commissioners
Work Session II Minutes
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533



July 18, 2023
5:30 PM

CALL TO ORDER

The meeting was called to order at 5:31 pm. Present were Chairman Chris Dockery and Commissioners Tucker Greene, Bobby Mayfield, Rhett Stringer, and Jeff Moran.

PRESENTATIONS

CONSIDERATION OF MINUTES

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RESOLUTIONS

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7. 2023-36 Travel Regulations and Procedures – 2023 Update (Finance Director Abby Branan)

Consideration of an update to the Travel Regulations and Procedures for how the mileage reimbursement rate for use of personal vehicles is determined.

CONTRACTS/AGREEMENTS

8. 2023-074 Rock House Road Property Asbestos Abatement - Southern Geotechnical Consultants (Special Projects Director Ashley Peck)

Consideration of a contract with Southern Geotechnical Consultants for the removal of asbestos from the house located on Rock House Road

9. 2023-075 UCBI Treasury Management Services Contract – 2023 TSPLOST (Finance Director Abby Branan)

Consideration of a Treasury Management Services Contract with United Community Bank for fraud protection of the 2023 TSPLOST account.

10. 2023-076 Criterion Applicant Tracking Software Subscription Services Agreement (Community & Employee Services Director Alicia Davis)

Consideration of Approving Criterion Applicant Tracking Software Subscription Services Agreement.

11. 2023-077 Axon Body 3 Cameras Services Agreement and Axon Taser 7 Contract (Sheriff Stacy Jarrard)

Agreement and contract with Axon for renewal of Body 3 Cameras for an additional 5 years and consideration to combine with the Taser 7 contract to get on same contract cycle and provide savings over the life of the contract.

12. 2023-078 2023 LMIG Contract Amendment 2 – Colditz Trucking (Special Projects Manager Charles Trammell)

Recommendation to add an additional road to the 2023 LMIG list.

OTHER ITEMS

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The Yahoola Creek Reservoir Master Plan was adopted on January 5, 2021. Staff has been working on implementing the suggestions outlined in the plan.

Amendment 1 shows an updated map with the following suggested changes.

1. New trail system reflective of the existing trail and the recent DNR Recreational Trail Program project
2. Renaming Mountain Bike Trail Network to Trailhead with pavilion and restroom facilities added

The Amendment also cleans up other parts of the map that were too busy or highlighted existing amenities.

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2. Removal of Wimpy Mill, Connection to Downtown, Dam Access, Existing Boat Launch
3. Removal of suggested detention ponds

15. Lumpkin County Veterans Affairs Committee Request to Solicit Funds for a Vietnam Veterans Memorial (William Poole)

This is a request for approval in concept of the LCVAC's desire to solicit funds to have designed and manufactured a Memorial in honor of Vietnam veterans and to place such Vietnam Memorial in the Lumpkin County Veterans Memorial Garden.

16. 2019 TSPLOST 2023 Work Plan Amendment (Finance Director Abby Branan)

Request to amend the work plan on the 2019 TSPLOST.

17. Pinetree Way Roundabout Landscape Plan (Special Projects Director Ashley Peck)

Approval of Landscaping Plan for Pinetree Way Roundabout

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

The meeting was adjourned at 5:37 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

County Clerk

Date: August 15, 2023

Agenda Item: Board of Commissioners - Regular Meeting - July 18, 2023 6:00 p.m.

Item Description:

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Staff Recommendation:



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Board of Commissioners
Regular Meeting Agenda
Commissioners Boardroom
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 7. 2023-36 Travel Regulations and Procedures – 2023 Update (*Finance Director Abby Branan*)
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- **COUNTY MANAGER**
- **COUNTY ATTORNEY**
- **COMMISSIONERS**
- **PUBLIC COMMENTS**
- **ADJOURNMENT**

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



July 18, 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

Commissioner Greene gave the invocation which was followed by the Pledge of Allegiance.

CONSIDERATION OF AGENDA

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

PUBLIC COMMENTS (Agenda Specific)

CONSIDERATION OF MINUTES

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3. Board of Commissioners - Special Called Work Session - June 19, 2023 8 a.m.
4. Board of Commissioners - Work Session II - June 20, 2023 5:30 p.m.
5. Board of Commissioners - Regular Meeting - June 20, 2023 6 p.m.

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

RESOLUTIONS

6. 2023-35 Reappoint Member to Lumpkin County Planning Commission - Barbara H. Bosanko to Seat 2, with a term expiring 08/27/2027

***Motion:** Chairman Dockery made a motion to nominate Barbara Bosanko to Seat 2 of the Planning Commission with a term expiring 8/27/2027. The motion was seconded by Commissioner Moran, and it was approved and carried.*

7. 2023-36 Travel Regulations and Procedures – 2023 Update (Finance Director Abby Branan)

Consideration of an update to the Travel Regulations and Procedures for how the mileage reimbursement rate for use of personal vehicles is determined.

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

REPORTS

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

ELECTED OFFICIALS

Regular Meeting
July 18, 2023

CONTRACTS/AGREEMENTS

8. 2023-074 Rock House Road Property Asbestos Abatement - Southern Geotechnical Consultants (Special Projects Director Ashley Peck)

Consideration of a contract with Southern Geotechnical Consultants for the removal of asbestos from the house located on Rock House Road

Motion: Commissioner Stringer moved to approve the agreement and was seconded by Jeff Moran. The motion was approved unanimously.

9. 2023-075 UCBI Treasury Management Services Contract – 2023 TSPLOST (Finance Director Abby Branan)

Consideration of a Treasury Management Services Contract with United Community Bank for fraud protection of the 2023 TSPLOST account.

Motion: A motion was made by Commissioner Moran to approve the contract, and Commissioner Greene seconded the motion. The motion was approved and carried.

10. 2023-076 Criterion Applicant Tracking Software Subscription Services Agreement (Community & Employee Services Director Alicia Davis)

Consideration of Approving Criterion Applicant Tracking Software Subscription Services Agreement.

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

11. 2023-077 Axon Body 3 Cameras Services Agreement and Axon Taser 7 Contract (Sheriff Stacy Jarrard)

Agreement and contract with Axon for renewal of Body 3 Cameras for an additional 5 years and consideration to combine with the Taser 7 contract to get on same contract cycle and provide savings over the life of the contract.

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

12. 2023-078 2023 LMIG Contract Amendment 2 – Colditz Trucking (Special Projects Manager Charles Trammell)

Recommendation to add an additional road to the 2023 LMIG list.

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

OTHER ITEMS

13. Alcoholic Beverage License - Buckley Farms & Vineyard (County Clerk Melissa Witcher)

This is for the issuance of an alcoholic beverage license for farm wines consumption on premises and package sales for off premises located at 427 Castleberry Bridge Road, Dawsonville, GA 30534.

Motion: Commissioner Moran made a motion to approve the alcoholic beverage license, and he was seconded by Commissioner Greene. The motion was approved and carried.

14. Amendment 1: Yahoola Creek Reservoir Master Plan Map (Community & Economic Development Director, Rebecca Mincey)

The Yahoola Creek Reservoir Master Plan was adopted on January 5, 2021. Staff has been working on implementing the suggestions outlined in the plan.

Amendment 1 shows an updated map with the following suggested changes.

1. New trail system reflective of the existing trail and the recent DNR Recreational Trail Program project
2. Renaming Mountain Bike Trail Network to Trailhead with pavilion and restroom facilities added

The Amendment also cleans up other parts of the map that were too busy or highlighted existing amenities.

1. Removal of all additional conceptual hiking and mountain biking trail lines
2. Removal of Wimpy Mill, Connection to Downtown, Dam Access, Existing Boat Launch
3. Removal of suggested detention ponds

Motion: Commissioner Greene moved to approve the map amendment and was seconded by Commissioner Stringer. The motion was approved and carried.

15. Lumpkin County Veterans Affairs Committee Request to Solicit Funds for a Vietnam Veterans Memorial (William Poole)

This is a request for approval in concept of the LCVAC's desire to solicit funds to have designed and manufactured a Memorial in honor of Vietnam veterans and to place such Vietnam Memorial in the Lumpkin County Veterans Memorial Garden.

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

16. 2019 TSPLOST 2023 Work Plan Amendment (Finance Director Abby Branan)

Request to amend the work plan on the 2019 TSPLOST.

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

17. Pinetree Way Roundabout Landscape Plan (Special Projects Director Ashley Peck)

Approval of Landscaping Plan for Pinetree Way Roundabout

Motion: Commissioner Greene made a motion to approve option A, which is to approve the proposed landscape plan. His motion was seconded by Commissioner Moran, and it was approved unanimously.

* It is the Board of Commissioners' intent to allow staff to make minor changes if needed.

COUNTY MANAGER

The County Manager gave an update on the progress of the new recreation center construction.

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENTS

Melvin Turner, resident of Alonzo Cain Road, came to address the Commissioners regarding the recent grading that was performed on his road by the Road Department. He said the County left a mess of rocks and dirt along several feet of the grass where his property meets the road. Mr. Turner explained he sent an e-mail several weeks ago to the BOC about this issue, and he had included pictures showing the damage to the grass. He commented at length about the skill of the motor grader operators, the width of the grader blade, and the height of the road surface. He said the height of the road itself causes water runoff to come down his property, and that the County should be using gravel instead of crushed stone for the surface. Mr. Turner said he had spoken with the foreman in charge of the project, and while the employee was polite, it appears that nothing has been done to satisfy all of his concerns.

Chairman Dockery read aloud the e-mail exchanges between himself, the County Manager, and the Road Department. The day after Mr. Turner sent his e-mail, Mr. Ours and the County Roads Superintendent David Robinson did make a visit to Alonzo Cain to take a look at the issue, but Mr. Turner had not been home at the time. The Road Department did do some cleaning up of the rocks and dirt, and it appeared to them that Mr. Turner had been satisfied with the result. Chairman Dockery said it seemed that the Road Department had not been aware of all of Mr. Turner's concerns, so they thought the situation had been fully resolved.

Mr. Turner said his other concerns were not addressed. Even if the County is not going to do anything, he said he would rather have an outright "no" as an answer instead of being left waiting. Chairman Dockery brought up the right-of-way on the road and said it is important to make sure that the road crew remains in the right-of-way. Perhaps the County Surveyor needs to be called to make sure we do not accidentally go over onto private property. He asked Mr. Turner to give him his contact information and he will come out to look at the road.

Paul Shivers spoke to the Commissioners regarding a non -profit called Northern Star. He stated he lives near the intersection of Dawsonville Highway and Ben Higgins Road. Recently, this non- profit acquired a three-acre property next to Mr. Shivers and is working on establishing a new campus there. Mr. Shivers explained this non-profit helps 18 to 26-year-olds that have aged out of foster care transition into adult life. They plan to house up to 21 at- risk youth on this property. Mr. Shiver said he was reading on Northern Star's website about this project, and he was disturbed to learn that they rapidly acquired this property after getting help from someone that works for the County. They had been searching for three years and found this property within two weeks after meeting with the person from the County.

Mr. Shivers said his main concern is that he cannot find any regulations dealing with boarding houses or halfway houses in the Code of Ordinances. We ought to have some type of oversight over businesses like this, he stated. He asked if the County could do something to regulate this place, but it might be too late with them being so far into the process. He said perhaps the County needs special zoning for boarding houses and drug rehabilitation centers.

Commissioner Mayfield commented that it appears our ordinances do not discuss this type of facility, and we will need to refine them to cover this type of facility. However, he said he disagreed with Mr. Shivers' characterization of the facility. There are kids in foster care who turn 18 and suddenly have nowhere to go. This is a transitional place for them to learn and grow. Mr. Shivers said he is just worried the intent of this facility could change over the years. He hopes that his property will be generational and passed down to his children and grandchildren.

Chairman Dockery said we spent a lot of time redoing the regulations, but it isn't possible to anticipate every scenario. However, we do need to go look to see if we can tighten them up. He also said it is important to determine what type of licensing requirements these facilities have through the State and other regulatory bodies. Chairman Dockery encouraged Mr. Shivers to give his contact information to the County Manager.

ADJOURNMENT

***Motion:** Commissioner Mayfield made a motion to adjourn the meeting, and he was seconded by Commissioner Greene. The motion was approved unanimously and the meeting ended at 6:40 pm.*

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

County Clerk

Date:

August 15, 2023

Agenda Item:

Board of Commissioners - Special Called Work Session - July 24, 2023 9:00 a.m.

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:



LUMPKIN COUNTY
Board of Commissioners
Special Called Work Session Agenda
Executive Conference Room
99 Courthouse Hill
Dahlonega, GA 30533

July 24, 2023
9:00 AM

- **CALL TO ORDER**
- **DISCUSS 2024 LUMPKIN COUNTY BUDGET**
- **ADJOURNMENT**

LUMPKIN COUNTY
Board of Commissioners
Special Called Work Session Minutes
Executive Conference Room
99 Courthouse Hill
Dahlonega, GA 30533



July 24, 2023
9:00 AM

CALL TO ORDER

The meeting was called to order at 9:00 am. Present were Chairman Chris Dockery and Commissioners Tucker Greene, Bobby Mayfield, Rhett Stringer, and Jeff Moran.

DISCUSS 2024 LUMPKIN COUNTY BUDGET

Chairman Dockery stated he and Commissioner Stringer met with the Finance Director, Abby Branan, last week. Ms. Branan explained \$1,384,000.00 is needed to balance the budget. If they used the unassigned fund balance to balance the budget, that would leave approximately 24.47% in the unassigned fund balance. The recommended amount is between 15-25%. Chairman Dockery said the increase in the budget is around \$2 million, and that amount is what it will take to sustain the current services as they are with no additional services added. The Chairman said he believes staff has done what they could to reduce the budget as much as possible, and we are well within the parameters of the recommended fund balance. He said they need to decide what percentage the unassigned fund balance needs to be and then roll back the additional amount in taxes. We do not want to over-tax our citizens, but we need enough to cover expenses if something happens, he stated.

There was discussion on how sales tax helps assist with the reduction of property taxes. Chairman Dockery said the growth that is coming at the end of Highway 400 will also require the demand of services to remain the same. The current amount will not be enough, so they will need to begin planning for increases to fire protection and other areas. He asked Ms. Branan about the special tax districts, and she replied there were some expenditures for things like reservoir maintenance that were moved to another area. They were then able to take the amounts from the fund balance to total the rollback rate.

Commissioner Mayfield commented they are reducing the millage rate by 1.276, and he asked what that means in terms of money for property owners. Chairman Dockery explained it means the amount will be about the same as it was for households last year, unless the school increases their millage rate. If they do, it will change the overall millage rate, but it would not be due to the County. Commissioner Mayfield asked what the increase in the budget is compared to last year. Ms. Branan said it has increased 8.8% and the increase is from employee raises, difference in pension matches, merits, increases to property and liability insurance, and operations. Ms. Branan also wanted to notify the Commissioners that there will be an insert added to the property tax bills. Governor Kemp approved a one-time \$500 credit on homestead properties. The homes that have an escrow through a mortgage company will lower their bills next year because they will assume their taxes went down. The insert will explain owners may not want to lower their escrow due to the one-time credit.

ADJOURNMENT

The meeting was adjourned at 9:31 am.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County

Special Called Work Session
July 24, 2023



Lumpkin County, Georgia

Board of Commissioners

Date:

August 15, 2023

Agenda Item:

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.*

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2023-38

**A RESOLUTION TO APPOINT MEMBERS TO THE
HOSPITAL AUTHORITY OF LUMPKIN COUNTY**

Whereas, the Board of Commissioners of Lumpkin County submitted a list of three eligible persons for consideration by the board of the Hospital Authority of Lumpkin County to be appointed to fill vacancies on the board pursuant to OCGA §31-7-72(b); and

Whereas, the Hospital Authority of Lumpkin County has selected two people from the list to serve on the board; and

Whereas, the Board of Commissioners desires to appoint two people to the board of the Hospital Authority of Lumpkin County;

Now therefore, it is hereby resolved that the following people are appointed to the Hospital Authority of Lumpkin County for the seats and terms as follows:

<u>Name</u>	<u>Seat</u>	<u>Term Expiration</u>
Cindy Tomblin	4	March 1, 2025
Allison Layne	6	March 1, 2026

Resolved, adopted and effective this 15th day of August, 2023.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Senior Center

Date: August 15, 2023

Agenda Item: 2023-079 Legacy Link Nutrition Program Services FY-2024 Contract (*Senior Center Manager Linda Kirkpatrick*)

Item Description: 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.

Facts & Historical Information: Lumpkin County's senior program was created over thirty (30) years ago. The Center has been operating for many years with services that are centered on traditional programming such as nutrition which includes home delivered and congregate meals, social and wellness activities, and transportation. These programs were created for older adults to age in place in their communities. Clients receiving meal services tend to be older adults, are isolated, often experiencing chronic health and mobility issues, and do not have access to transportation. These programs will always remain the core of the Center as the population continues to "age up" at a rapid rate and particularly for those who are most at-risk due to their socioeconomic status.

Historically, funding for the Lumpkin County Senior Center (including cost of meals and operation of the Center) has largely been from federal grants appropriated through the Older Americans Act enacted in 1965, state grants and local sources. Legacy Link, Inc. is the Area Agency on Aging that administers federal and state funding allocations for the region that includes Lumpkin County.

For SFY 2024 (July 1, 2023 – June 30, 2024), it is requested that the Lumpkin County Board of Commissioners 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.

Lumpkin County Senior Center is contracting to provide 6,500 congregate meals, 28,000 home delivered meals and a total of 2,021 wellness units (wellness units to include 1,145 units of Lifestyle Management services, 12 units of Nutrition Education services, 841 units of Physical Activity services and 23 units of Program Awareness/Prevention services).

Potential Courses Of Action:

- A. Submit an approved and signed contract.
- B. Do not submit an approved and signed contract.

Comparison:

If Course A is chosen, the above referenced services will be provided to senior residents of Lumpkin County for the period July 1, 2023 through June 30, 2024.

If Course B is chosen, operation of the Lumpkin County senior services program 99 Courthouse Hill – Dahlonega, GA 30533 – (706)-864-3742

<https://www.lumpkincounty.gov/>

may be suspended at the end of the current funding cycle (June 30, 2023).

Budget Impact:

This contract provides for a total of \$159,149 in revenue from federal and state funds. The County cash match is \$9,158. The revenue and match expense are included in the 2023 budget and has been included in the proposed 2024 budget.

Staff Recommendation:

It is recommended that the approved and signed contract be submitted to Legacy Link, Inc. Federal and state funds are necessary to continue to meet the needs of senior adults in Lumpkin County.

Parties: The Legacy Link, Inc.
P.O. Box 1480
4080 Mundy Mill Road
Oakwood, Georgia 30566
Phone No: 770-538-2650

Lumpkin County Board of Commissioners
99 Courthouse Hill Suite H
Dahlonega, Georgia 30533
Phone No: 706-864-3742

Subject: Nutrition Program

Term: July 1, 2023 to June 30, 2024

AGREEMENT

THIS AGREEMENT entered into this First day of July, 2023 between THE LEGACY LINK, INC., hereinafter referred to as the "Legacy", and the LUMPKIN COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the "Contractor".

W I T N E S S E T H:

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

WHEREAS, this component of said Area Plan on Aging is the provision of Nutrition and Nutrition Screening services to the elderly; and

WHEREAS, this component of said Area Plan also includes the provision of Wellness services to elderly persons; and

WHEREAS, this component of said Area Plan also includes the provision of Transportation services to the elderly; and

WHEREAS, the Legacy and the Contractor desire to enter into an Agreement to provide the aforementioned Nutrition, Nutrition Screening, Wellness and Transportation services in Lumpkin County;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto do hereby agree as follows;

1. Term. The term of this Agreement shall be from July 1, 2023 to 12:00 Midnight, Eastern Daylight Time, June 30, 2024.

2. Description of Services. The Contractor shall, in a satisfactory and proper manner as determined by the Legacy, perform the services described below with preference given to low income minority and rural elderly.

(a) Operation of one (1) nutrition program site to be located in Lumpkin County;

(b) Operation of the nutrition site includes serving one meal a day, five days a week (250 days per year) as specified in the Grant Application incorporated herein, for a total of 6,500 units of congregate nutrition services to 50 elderly persons, 28,000 units of home-delivered nutrition services to 125 elderly persons, providing client assessment for services, nutrition education and any other activities which seem necessary to educate and inform the elderly of services in the community and/or to bring independence and dignity into their lives.

(c) Provide Wellness services for elderly persons in Lumpkin County as described in the Legacy Link, Inc., Area Agency Plan for the period July 1, 2023 to June 30, 2024. Services must be performed as provided in Section "D" of Title III of the Older Americans Act of 1965 as amended. A total of 1145 units of Lifestyle Management services to 5,528 persons; a total of 12 units of Nutrition Education services to 221 persons; a total of 841 units of Physical Activity services to 10,192 persons; a total of 23 units of Program Awareness/Prevention services to 443 persons in Lumpkin County.

(d) Provide Transportation services for elderly persons in Lumpkin County as described in the Legacy Link, Inc., Area Agency Plan for the period July 1, 2023 to June 30, 2024. Services must be performed as provided in Section "D" of Title III of the Older Americans Act of 1965 as amended. A total of 6,000 units of Transportation services to 45 persons.

3. Supervision and Administration. The intent of the parties being that all funds provided hereunder to the Contractor be utilized for the provision of services, the Contractor shall be responsible for all administrative support incurred in the provision of the above-

mentioned services and shall provide supervision and administration necessary for the provision of said services, and shall provide all costs of administrative support, supervision and administration in not less than the dollar amount specified in The Legacy Link Area Agency on Aging plan and continuation proposal for July 1, 2023 to June 30, 2024.

4. Reports.

(a) A financial report containing a statement of all expenditures for the preceding month, a statement of cumulative expenditures under the Agreement to date, and a statement of all unexpended funds on hand shall be submitted by the Contractor to the Legacy by the fifth business day of the following month commencing with a report for the month of July, 2023.

(b) A program report describing services rendered pursuant to this Agreement during the preceding month shall be submitted by the Contractor to the Legacy on or before the fifth business day of the following month commencing with a report for the month of July, 2023.

(c) All reports shall be prepared on such forms and in such a manner as shall be prescribed by the Legacy.

(d) The Legacy reserves the right to refuse to accept or honor any report not timely filed.

5. Compensation.

(a) Subject to the timely filing of the reports described in paragraph four (4), and subject to payment by the Department of Human Services to the Legacy of the appropriate funds, the Legacy shall, on or before the twenty fifth day of each month commencing with the month of August, 2023, reimburse the Contractor for actual expenditures made pursuant to the Agreement for each preceding month based on the aforementioned financial report.

(b) The total compensation paid by the Legacy to the Contractor for nutrition site operation pursuant to this Agreement shall not exceed Eighty Two Thousand Six Hundred Four Dollars (\$82,604.00).

(c) The Legacy agrees to provide federal and state funds for

congregate meals in the amount of Fourteen Thousand Three Hundred Fifty Nine Dollars (\$14,359.00) and federal and state funds for home-delivered meals in the amount of Sixty Thousand Nine Hundred Thirteen Dollars (\$60,913.00).

(d) The total compensation paid by the Legacy to the Contractor for Wellness services pursuant to this agreement shall not exceed Eleven Thousand Five Hundred Thirty Nine Dollars (\$11,539.00)

(e) The total compensation paid by the Legacy to the Contractor for Transportation services pursuant to this Agreement shall not exceed Four Thousand Ninety-Three Dollars (\$4,093.00).

6. Non-Federal Funds.

(a) As a condition of this Agreement, the Contractor agrees to insure non-federal funds in the amount of Seven Thousand Three Hundred Forty Three Dollars (\$7,343.00) will be available for nutrition site operations, and One Thousand Two Hundred Eighty Two Dollars (\$1,282.00) for Wellness and Five Hundred Thirty Three Dollars (\$533.00) for Transportation services.

(b) The Contractor further agrees to insure local cash based on actual cost per meal and available federal and state funds for 6,500 congregate and 28,000 home-delivered meals.

The minimum cash requirement for the term of the Agreement being Fifteen Thousand Six Hundred Twenty Dollars (\$15,620.00) for congregate meals and Eighty Thousand Five Hundred Seventy One Dollars (\$80,571.00) for home-delivered meals.

The Contractor shall provide the necessary non-match local resources required for the provision of the services listed in Paragraph two (2) of this contract, this amount being Two Hundred Thirty Thousand Two Hundred Eighty One Dollars (\$230,281.00).

(c) Any donations collected during the term of this Agreement which are in excess of the local cash requirement must be used by the Contractor to expand services under this Agreement.

7. Unexpended Funds. Upon expiration or termination of this Agreement for any reason, all unexpended funds held by the Contractor

shall revert immediately to the Legacy.

8. Right to Withhold Payment. The Legacy reserves the right to withhold contract payments under this Agreement if it appears to the Legacy that the Contractor is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this agreement, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or require improvement at the discretion of the Legacy in the programmatic performance of service delivery.

9. Collection of Audit Exceptions. The Contractor agrees that the Legacy may withhold net payments equal to the amount which has been identified by an audit notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The Contractor may also repay the Legacy for the total exception by check.

10. Compliance with Laws and Regulations; Incorporation of Documents and Laws. The contracts and other documents, and the federal and state laws, regulations, guidelines, opinions, and standards listed below, as now or hereafter amended, are hereby incorporated into and made a part of this Agreement by reference. The Contractor shall comply with all of the foregoing in undertaking all of the obligations and duties assumed by it under this Agreement. The Contractor further assumes responsibility for full compliance with such laws, regulations, guidelines, opinions, and standards and agrees to fully reimburse the Legacy for any loss of funds or other resources resulting from noncompliance on the part of the Contractor, its agents, servants, or employees. The following documents are incorporated into, and made a part of, this Agreement by reference thereto:

(a) The Legacy Link, Inc., Area Agency on Aging Plan for July 1, 2023 to June 30, 2024.

(b) Agreement between the Legacy and the Georgia Department

of Human Services to implement applicable provisions of the Older Americans Act of 1965, as amended.

(c) Georgia Office of Aging Title III Manual of Policies and Procedures

(d) 45 CFR - Part 74 Administration of Grants;

(e) Official Code of Georgia Annotated Sections 45-10-20 through 45-10-28 (Conflict of Interest);

(f) 45 CFR - Part 80 Civil Rights;

(g) 45 CFR - Part 92;

(h) Office of Management and Budget, Circular A-102;

(i) The "Single Audit Act of 1984" (PL 98-502);

(j) Reimbursement of travel expenses under this Agreement must not exceed rates in Statewide Travel Regulations.

(k) Section 1352 of PL 101-12 Prohibitions and Requirements Related to lobbying);

(l) Opinions of the Attorney General of Georgia;

(m) All other applicable federal, state and local laws, ordinances, resolutions and regulations.

11. Purchasing. All of the Contractor's purchases of supplies, equipment or services under this Agreement must be accomplished in accordance with 45 CFR - Part 74 Administration of Grants.

12. Maintenance of Records. The Contractor shall maintain such records and accounts, including property, personnel, and financial reports as deemed necessary by the Legacy to assure a proper accounting of all program funds, including both federal and nonfederal matching funds expended to enable the Legacy to comply with all federal and state financial accountability requirements. Contractor record retention requirements are seven years from submission of final expenditure report. If any litigation, claims or audit is started before the expiration of seven years, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved. These records shall be retained in a manner and for the period specified in 45 CFR - Part

74 Administration of Grants.

(a) At any time during normal business hours and as often as the Legacy may deem necessary, there shall be made available to the Legacy all of the Contractor's records with respect to all matters covered by this Agreement, and the Contractor will permit the Legacy or its designated representative to audit, examine and make excerpts from invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

13. Property. A property inventory record, including source of funds for acquisition, date of acquisition, cost of acquisition, description, model and serial numbers, shall be maintained accurately by the Contractor in such form and manner as shall be specified by the Legacy on all non-expendable items of personal property acquired in whole or in part with funds disbursed pursuant to this Agreement. The Contractor shall report the acquisition of any property to the Legacy on Department of Human Services Form #5111. This report shall be made within 30 days of acquisition. Upon termination of this Agreement, an inventory report will be submitted to the Legacy for determination by the Legacy as to disposition of the personal property. The Contractor shall be responsible for reporting to the Legacy the loss, damage, theft or destruction of any property and for replacing and repairing such items.

14. Intangible Property, Inventions, Patents and Copyrights. The Contractor agrees that if patentable items, patent rights, processes, or inventions are produced in the course of work funded by this contract, to report such facts in writing promptly and fully to the Legacy. The Federal agency and the Georgia Department of Human Services shall determine whether protection on the invention or discovery shall be sought. The Federal agency and the Georgia Department of Human Services will also determine how the rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Public Law 96-

517, OMB Circular A-124 as printed in 47 FR 7556.

15. Non-discrimination in Employment or Services.

(a) The Contractor agrees that it shall not discriminate against any persons in the provision of any services or in any terms or conditions of employment on the basis of political affiliation, race, color, religion, national origin, sex, age or handicap and will comply with all applicable Federal and State laws, rules, regulations and guidelines prohibiting discrimination.

(b) The Contractor shall adopt and implement an acceptable Affirmative Action Plan and shall furnish to the Legacy a copy of such plan.

(c) The Contractor further agrees that where the Legacy is bound to compliance in any matter related to this Contract the Contractor will comply and will take such measures as the Legacy or the above laws, rules, guidelines and regulations indicate as being required to assure compliance.

(d) It is expressly understood that upon receipt of evidence of any such discrimination, the Legacy shall have the right to immediately terminate this Agreement.

(e) The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities or services for clients with disabilities. The Contractor agrees to require any subcontractor performing services funded through this contract to comply with all provisions of the federal and state laws, rules, regulations and policies described in this paragraph.

16. Workers' Compensation Insurance. The Contractor warrants to the Legacy that adequate workers' compensation insurance in the amount and form required by Georgia law is maintained on all employees of the Contractor. Upon the request of the Legacy, the Contractor shall furnish to the Legacy a certificate of insurance verifying the

existence of the aforementioned insurance.

17. Criminal Records Investigations: The Contractor agrees that, for the filling of positions or classes of positions having direct care responsibilities for services rendered under this contract, applicants selected for such positions shall undergo a criminal record history investigation which shall include a fingerprint record check pursuant to the provisions of Code Section 49-2-14 of the Official Code of Georgia Annotated. The Contractor will provide the forms which will include the required data from the applicant. The Contractor agrees to obtain the required information (which will include two proper sets of fingerprints on each applicant) and transmit said fingerprints directly to the Georgia Crime Information Center together with the fee as required by said center for a determination made pursuant to Code Section 49-2-14 of the Official Code of Georgia Annotated or any other relevant statutes or regulations. After receiving the information from the Georgia Crime Information Center or any other appropriate source, the Legacy will review any derogatory information and, if the crime is one which is prohibited by duly published criteria within the Georgia Department of Human Services, the Contractor will be informed and the individual so identified will not be employed for the purpose of providing services under this contract.

18. Confidentiality of Individual Information. The Contractor agrees to abide by all state and federal laws, rules and regulations and policies of the Georgia Department of Human Services respecting confidentiality of individuals' records. The Contractor further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual client or responsible parent or guardian.

19. AIDS Policy. The contractor agrees not to discriminate against any client who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to

provide or cause to be provided appropriate AIDS training to it's' employees and to seek AIDS technical advice and assistance from appropriate health department office. The Contractor further agrees to refer clients requesting additional AIDS related services or information to the appropriate county health department.

20. Publicity. Any publicity given to the program or services provided herein including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contractor shall identify the Legacy Link, Inc. as a sponsoring agency. The Contractor shall not identify the Georgia Department of Human Services as a sponsoring agency without prior approval. The Contractor shall not display the Georgia Department of Human Services name or logo in any manner without prior written authorization of the Commissioner.

21. Evaluation. The Legacy shall be allowed to carry out such monitoring and evaluation activities of the programs of the Contractor as is determined necessary by the Legacy.

22. Consultant/Study Contract. The Contractor agrees not to release any information, findings, recommendations or other material developed or utilized during or as a result of this contract until the information has been provided to the Legacy and ultimately to the Georgia Department of Human Services. Any research, study, review or analysis of clients served must be reviewed and approved by the Legacy and the Georgia Department of Human Services.

23. Subcontracts. The Contractor shall not subcontract any portion of this Agreement without the express written consent of the Legacy. In the event of any subcontract, the Contractor shall incorporate into and require its subcontractor to comply with all of the provisions of this Agreement, and the Contractor shall remain primarily liable to the Legacy for all duties, obligations and responsibilities assumed by the Contractor under this Agreement and

shall not be relieved of any such duties, obligations or responsibilities.

24. Status of Parties as Independent Contractors. Nothing contained in this Agreement shall be construed to constitute the Contractor or any of its employees, servants, agents or subcontractors as a partner, employee, servant or agent of the Legacy, nor shall either party to this Agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor. The Legacy is interested only in the results to be achieved and shall have no control over the actual conduct of the work to be performed.

25. Indemnification. The Contractor shall assume all liability and risks for all damages and injuries to persons or property which shall or may arise or accrue out of the conduct of any activity relating to the performance of this Agreement by the Contractors, its officials, employees, agents, or servants and shall indemnify and save harmless the Legacy from any and all liability, actions, causes of action, suits, damages, attorneys' fees and costs which may arise or accrue out of the conduct of any activity relating to the performance of this Agreement by the Contractor, its official, employees, agents, or servants.

26. Waiver of Immunity. For the purpose of any cause of action that may arise or accrue out of the performance of this Agreement and which may be vested in the Legacy, the Contractor waives any governmental or other immunity which it may possess.

27. Conflict of Interest. The Contractor shall comply with the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-29, as amended, and O.C.G.A. §§ 45-10-40 and 45-10-41 which prohibit and regulate certain transactions between certain State officials, employees and the State of Georgia, have not been violated and will not be violated in any respect.

28. Debarment. In accordance with Executive Order 12549, Debarment and Suspension, as implemented at 2 CFR Part 180, 2 CFR Part 376, and 45 CFR § 75.213, Contractor certifies by signing the Annex titled Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion Lower Tier Covered Transaction that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal department or agency. Contractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

29. Termination. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. The Contractor shall be compensated for all services satisfactorily rendered prior to and including the date of termination.

30. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this Agreement, in the event that any of the funds to be made available to the Legacy by the appropriate federal, state and local sources for carrying out the functions to which this Agreement relates do not become available or in the event the sum of all obligations of the Legacy incurred under this Agreement entered into as of the date of this Agreement become unavailable for disbursement then this Agreement shall immediately terminate without further obligation to the Legacy as of that moment.

31. Entire Agreement; Modification.

(a) This writing contains the entire Agreement of the parties, and no representations are made or relied upon by either party other than those expressly set forth.

(b) No modification, amendment, waiver, termination or

discharge hereof shall be binding upon either party unless executed in writing by the parties.

32. Execution in Duplicates. This Agreement is executed in duplicate, and each of the duplicates shall be deemed to be an original and shall have the same force and effect as if it alone had been executed by the parties.

***** space left blank intentionally*****

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

THE LEGACY LINK, INC.

By: _____
Chief Executive Officer/AAA Director

Subscribed and sworn to
in our presence:

Notary Public

CONTRACTOR:
LUMPKIN COUNTY BOARD OF COMMISSIONERS

By: _____
Chairman

Subscribed and sworn to
in our presence:

Notary Public



Lumpkin County, Georgia

Finance

Date:	August 15, 2023
Agenda Item:	2023-080 Gas South, LLC – Natural Gas (<i>Finance Director Abby Branan</i>)
Item Description:	Consideration of a contract with Gas South, LLC to provide natural gas to county facilities.
Facts & Historical Information:	Gas South, LLC is the county's current natural gas vendor, and the existing agreement expires October 31, 2023. Quotes were obtained from five vendors, and Gas South, LLC provided the lowest price per therm at \$0.4667. This price is a decrease from the current price of \$0.4940 per therm.
Potential Courses Of Action:	A. Approve the contract with Gas South, LLC. B. Pursue a contract with a different natural gas vendor. C. Do not approve the contract with Gas South, LLC and do not pursue a contract with a different natural gas vendor. This course of action will result in the County paying the non-contract rate, which is higher than the quoted price.
Budget Impact:	The costs are included in the FY23 and FY24 budgets.
Staff Recommendation:	Course of Action A



AGREEMENT FOR NATURAL GAS SALES

Gas South, LLC ("Gas South") and Lumpkin County Board of Commissioners ("Customer") agree to enter into this Agreement for Natural Gas Sales as of the date set forth below, upon mutual consideration, the receipt and sufficiency of which is hereby acknowledged. The General Terms and Conditions (Rev. version dated January 1, 2021) are hereby incorporated into this Agreement for Natural Gas Sales by reference. This document is referred to as "the Agreement for Natural Gas Sales" and, together with the General Terms and Conditions, forms a single integrated agreement that is referred to as "this Agreement". Defined terms used but not otherwise defined herein have the meaning given to them in the General Terms and Conditions. Gas South and Customer agree as follows:

Price Plan: ☒ Fixed Price Plan or ☐ Market Tracker Plan.

Fixed Price Plan: Gas South will charge Customer a fixed price per therm for natural gas that will not change for the term specified below.

Market Tracker Plan: Gas South will charge Customer a price per therm for natural gas that varies monthly. For each month, the price per therm will equal the price of the NYMEX natural gas futures contract on the last day that it is traded for a given calendar month ("NYMEX Price"), plus a fixed amount per therm for the term specified below.

Term: The length of Customer's commitment to purchase natural gas will begin on 11/01/2023 and end on 10/31/2025 (as may be extended from time to time, the "Term").

Customer will be charged:

1a. Fixed price of: **\$ \$ 0.4667** per therm for the Term (*Applicable if Fixed Price Plan is selected above*).

1b. NYMEX price plus: **\$** per therm for the Term (*Applicable if Market Tracker Plan is selected above*).

2. Customer service fee of: **\$ 5.00** per metered account per month.

3. Interstate Pipeline Capacity Charges at the rate of: **\$ 8.50** per DDDC per month (DDDC for each location is determined by AGL annually or when the meter is established).

☐ No Interstate Pipeline Capacity Charges will apply (*Applicable if no other selection is made*).

Pricing identified in this Agreement is based on prevailing market conditions. Gas South reserves the right to adjust the proposed price if market conditions change. This is not an offer and pricing and other terms are valid and binding only if and when this Agreement has been executed by all parties.

Market Tracker Plan ONLY

Price Watch Option. ☐ If this box is checked, Customer authorizes Gas South to convert the Market Tracker Plan price and Term to a fixed rate per therm lasting for 12 billing cycles if Gas South determines, in its sole discretion, that it can offer Customer a fixed price per therm of \$ at any time that Customer is receiving service from Gas South under terms described in this Agreement. Gas South will notify Customer in writing (including by electronic communication) of a conversion to this fixed price and specify the duration of such fixed price in relation to the Term in this Agreement.

Trigger Option. If this box is checked ☐ it is agreed that Customer may convert to a fixed rate per therm for one or more calendar months at any time during the Term as long as Customer's Projected Usage exceeds 50,000 therms. A request for such a Trigger Option can be made by contacting Gas South's account management team at renewals@gassouth.com or 770-763-4323. Upon receiving a request from Customer, Gas South will furnish Customer with a price quote on a Trigger Option that would specify the rate that would apply over the period covered by the Trigger Option

Projected Usage

☒ Gas South is offering to provide natural gas service on the pricing and for the Term provided in the Agreement for Natural Gas Sales based on the historic natural gas usage and patterns of use at each of the initial Locations over the prior twelve (12) months as reported to Gas South by AGL (*Applicable if no other selection is made*).

☐ Gas South is offering to provide natural gas service on the pricing and for the Term provided in the Agreement for Natural Gas Sales based on the agreed to projections of usage attached hereto as Appendix B.

If Customer elects to update Appendix A attached hereto, the aggregate, initial Projected Usage number for a given month established at the time the parties enter into the Agreement for Natural Gas Sales shall not be affected.

Deposit

☒ Upfront deposit waived (*Applicable if no other selection is made*).

☐ Deposit must be paid before service begins under this Agreement.

Deposit Amount: \$

Locations

LOCATIONS LISTED IN APPENDIX A, ATTACHED

Special Provisions:

In witness hereof, the parties consent to the terms of this Agreement:

Agreed to by:

Lumpkin County Board of Commissioners

For Enrollment by Signature:

By: _____ Date: _____
Authorized Signatory for Customer

Printed Name: _____

Title: _____

GAS SOUTH, LLC

3625 Cumberland Blvd, Suite 1500
Atlanta, Georgia 30339

By: _____ Date: _____

Printed Name: David Malone

Title: Chief Sales & Marketing Officer"

To report a gas leak or other emergency contact Atlanta Gas Light Company: 770-994-1946 (within metro Atlanta); 1-800-427-5483 (Toll Free outside of metro Atlanta)

Customer Account Information:

Ryan McDuffie	99 Courthouse Hill Suite D	Dahlonega	GA	30533
Customer Primary Contact Name	Street Address	City	State	Zip Code

7064822552		ryan.mcduffie@lumpkincounty.gov
Landline Phone Number	Mobile Phone Number	Email Address

Preferred Method of Communication ____

☒ Customer Secretary of State Control Number (SOS#) or ☐ SSN# (check the box indicating whether SOS# or SSN# is provided)

Carlie Chinkhan	99 Courthouse Hill Suite D	Dahlonega	GA	30533
Accounts Payable Contact Name	Billing Address	City	State	Zip Code

7064822552	706-482-2553	carlie.tanner@lumpkincounty.gov
Landline Phone Number	Mobile Phone Number	Email Address

Preferred Method of Communication ____



GENERAL TERMS AND CONDITIONS

1. **Governing Terms.** These General Terms and Conditions are incorporated by reference into the Agreement for Natural Gas Sales agreed to by Customer and together form a single integrated agreement between Gas South and Customer. Any inconsistency between any terms of these General Terms and Conditions and the Agreement for Natural Gas Sales executed by Customer shall be resolved in favor of the terms of the Agreement for Natural Gas Sales. The Agreement for Natural Gas Sales together with these General Terms and Conditions are referred to as "this Agreement".
2. **Sale and Purchase.** Customer shall purchase and pay for all of its natural gas requirements for the Location(s) set forth in Appendix A to the Agreement for Natural Gas Sales on the pricing and for the Term specified in the Agreement for Natural Gas Sales. The pricing and Term specified in the Agreement for Natural Gas Sales are based on the historic natural gas usage and patterns of use at each of the Locations as reported to Gas South by Atlanta Gas Light ("AGL") and Gas South anticipates supplying similar amounts during the Term of this Agreement ("Projected Usage"). If Customer's actual usage for the combined Locations varies by more than 20% over any three consecutive calendar month period ("Test Period") from the Projected Usage for such Test Period, Gas South may propose a new Agreement that includes updated pricing and an extended Term to address changes in usage patterns. If Customer does not agree to such proposed Agreement, then Gas South may require Customer to pay Gas South's losses (as reasonably calculated by Gas South) during the Test Period resulting from Customer's actual usage for the combined Locations varying from the Projected Usage by more than 20%, or may terminate this Agreement in accordance with Section 10 of this Agreement, or both. If Customer desires to purchase natural gas from Gas South at any location not set forth in Appendix A to the Agreement for Natural Gas Sales, Customer must apply for a new Agreement or an amendment to this Agreement.
3. **Delivery of Natural Gas and Transfer of Title.** Customer appoints Gas South as its agent for gas transportation with AGL, so accordingly Gas South will deliver, or cause to be delivered, Customer's requirements for natural gas to the citygate of AGL ("Delivery Point") in accordance with AGL's Tariff as filed from time to time with the Georgia Public Service Commission ("GPSC"). Gas South has no obligations, duties, responsibilities or liabilities for delivery to Customer after it delivers natural gas to AGL at the Delivery Point and AGL is solely responsible for the delivery of natural gas from the Delivery Point to each of Customer's Location(s). Title and risk of loss pass from Gas South to Customer at the Delivery Point.
4. **Billing and Payment of Charges.** After the end of each billing cycle, Gas South shall deliver to Customer a statement setting forth the charges that are due and payable in full by the due date shown on Customer's statement. Customer authorizes Gas South to prepare and Customer agrees to pay statements based upon estimates of gas usage and charges when actual meter readings are not available. Estimated statements will be limited to no more than 2 consecutive billing periods. Customer's statement may also include, (a) all applicable federal, state and local taxes and charges, (b) all AGL regulated, pass-through charges that Gas South pays to AGL, (c) all adjustments related to previous billing disputes, meter reading errors, miscalculation of taxes, charges omitted from prior bills, or other errors or omissions as current laws and regulations permit and (d) all applicable turn-on, connection and other similar charges and fees. Customer may, in good faith, dispute the correctness of Customer's statement within 6 months after the date of such statement. If Customer sends written notice to Gas South within 14 days of the date of the statement in dispute, stating the good faith reason(s) for the dispute and the amount in dispute, then Customer may withhold payment for the disputed portion during investigation by Gas South so long as Customer pays the undisputed portion; otherwise, Customer must pay the statement in full by the applicable due date. After 6 months, Customer waives its right to dispute such statement. If Gas South determines that Customer was properly billed for some or all of the disputed portion, Customer shall make full payment (with interest pursuant to Section 5 of this Agreement) within 15 days after such determination.
5. **Late Payment, Nonpayment, Disconnection and Collection.** Without limiting Gas South's rights under Sections 10 and 11 of this Agreement and in addition to all other remedies available at law or equity, if Customer does not pay the undisputed portion of a statement in full by the due date and fails to cure within 5 days' notice from Gas South demanding payment, Gas South may, in accordance with the GPSC rules and regulations to the extent applicable, disconnect Customer's natural gas supply at all Locations for which Customer's statement is past due. Unpaid amounts will accrue interest from the due date at a rate equal to the lesser of (a) 1.5% per month (or a minimum of \$10 per account) or (b) the maximum amount allowed by law. Gas South may charge a fee of the greater of (a) \$30.00 or (b) 5% of the amount of the check or order, plus the amount of any fees charged to Gas South by a bank or financial institution for any returned check, bank draft or credit card transaction not processed due to insufficient funds or credit availability. If Customer asks to be reconnected and Gas South chooses in its sole discretion to reconnect Customer, Gas South will require Customer to pay reconnection charges imposed by AGL and to provide payment for any outstanding balances including interest. Customer agrees to waive any damages alleged to occur due to a disconnection of Customer's natural gas supply. Customer agrees to be responsible for all costs incurred by Gas South to collect amounts due on Customer's account, including attorneys' fees.
6. **Deposits; Credit Checks.** Gas South reserves the right to require Customer to provide a deposit or increase an existing deposit. The total required deposit may not exceed the amount of projected charges to Customer for the two (2) billing periods with the highest anticipated charges over the remaining Term based on Projected Usage. Gas South may require a deposit from Customer (a) as a precondition to providing service upon agreement of the parties, (b) after a Customer Default, or (c) after a material and adverse change in Customer's financial condition such that Gas South, in its sole discretion, deems itself insecure. Customer authorizes Gas South to perform credit checks. Customer must provide a deposit to Gas South within 5 days after receiving a written demand for the deposit amount from Gas South. Gas South may draw upon the deposit in connection with (a) Customer's failure to make payment when due or (b) a termination of this Agreement. Upon the expiration or termination of this Agreement, if Gas South has drawn less than the full amount of the deposit, Gas South will refund the difference to Customer within 60 days after the date Gas South ceases to be Customer's natural gas supplier. To the extent that a court rules that Gas South is a "utility" within the meaning of the Bankruptcy Code, in the event of a filing of a bankruptcy petition by or against Customer, or if Customer consents to an order for relief under the Bankruptcy Code, Customer agrees that it will consent to a deposit under 11 U.S.C. § 366 as adequate assurance of payment equal to Customer's projected charges for the 2 billing periods with the highest anticipated charges over the remaining Term based on Projected Usage. Nothing in this Agreement shall constitute an agreement by Gas South that such deposit constitutes adequate assurance of payment, and Gas South reserves all of its rights to contest such deposit as adequate as permitted by 11 U.S.C. § 366.
7. **Option to Convert to a Fixed Price Plan** If Market Tracker Plan is selected in the Agreement for Natural Gas Sales executed by Customer, Customer may request to convert to a Fixed Price Plan at any time for a Term of Customer's choosing by contacting Gas South's account management team at renewals@gassouth.com or 770-763-4323 and executing a new Agreement that would supersede the existing Agreement.
8. **Pricing Upon Expiration of the Term.** Upon the expiration of the Term, Customer may (a) accept new terms, pricing, and/or Term offered by Gas South, (b) take no action and continue service under this Agreement under Gas South's monthly default commercial variable rate per therm (which may be viewed on Gas South's website) and Gas South's monthly default DDDC rate per month based on Location (which is based on AGL's DDDC rate) with a month-to-month Term, or (c) send a written termination notice to Gas South in accordance with Section 9 of this Agreement.
9. **Termination at the end of the Term.** Customer or Gas South may terminate this Agreement by sending to the other party, in the case of Customer terminating, no less than 10 days' advance written notice, and in the case of Gas South terminating, no less than 25 days' advance notice. After receipt of such notice, this Agreement will remain in effect until the later of (a) the end of the Term and (b) the date that Gas South receives confirmation from AGL that service to Customer has either been disconnected at each of the Location(s) or switched to another natural gas provider. In the event of termination of this Agreement, Gas South may disconnect Customer's service effective as of the end of the Term; however, Gas South has no obligation to notify AGL to initiate a disconnection or switch and it is Customer's obligation to arrange for service from another natural gas provider.
10. **Termination for Customer Default.** Gas South may terminate this Agreement and disconnect all of Customer's Locations based on the following events (each a "Customer Default") upon giving notice to Customer: (a) Customer's rejection of a new Agreement after a material change in actual usage as provided in Section 2 of this Agreement, (b) termination, repudiation or discontinuation of service by Customer other than in accordance with Section 9 of this Agreement, (c) failure to pay any undisputed amount within 5 days of such amount becoming due or a failure to provide a deposit to Gas South when due, (d) misrepresentation during the enrollment process or upon entering into this Agreement, (e) filing of petition of bankruptcy and failure of Customer to comply with the provisions of 11 U.S.C. § 366, (f) Customer makes an assignment or any general arrangement for the benefit of creditors or otherwise becomes bankrupt or insolvent or (g) any other material breach by Customer of this Agreement provided that Gas South shall first give Customer 14 days to cure such material breach.
11. **Liquidated Damages.** If Gas South terminates this Agreement based on a Customer Default, Customer shall be obligated to pay Liquidated Damages (as defined below) to Gas South, in addition to any amounts due to Gas South but unpaid at the time of termination. Customer acknowledges that Gas South has made purchases and commitments and incurred costs and charges to acquire natural gas to supply Customer's requirements. As a result, Gas South will incur substantial costs and losses in connection with a Customer Default that are difficult or impractical to exactly ascertain or compute. Customer agrees that the amount of Liquidated Damages is in fact a fair and reasonable pre-estimate of the amount of actual damages that Gas South is likely to incur upon a Customer Default. Specifically, Liquidated Damages shall be equal to the sum of the Cost Component plus the Loss Component.
 - A. The Cost Component is equal to (A) a fixed, pre-determined charge of \$0.05 per therm (which compensates Gas South for its estimated administrative and general costs, including third party fees such as brokerage fees, commissions and other transaction costs in connection with terminating this Agreement) multiplied by (B) Customer's Projected Usage in the months (including prorated amounts for partial months) remaining during the Term.
 - B. The Loss Component is equal to the positive result of (if a negative number results, the Loss Component shall equal zero) the sum, for each month remaining in the Term (including prorated amounts for partial months), of (A) the Customer's Projected Usage for such month multiplied by the difference between (i) the contracted gas price and (ii) the per therm price of the NYMEX natural gas futures contract for such month at the time this Agreement is terminated (for the Market Tracker NYMEX, the difference between (i) and (ii) shall equal any specified adder in the Agreement for Natural Gas Sales), plus (B) all other charges to Customer that would have applied during such month (including the Interstate Pipeline Capacity Charges and Service Charges, but excluding AGL pass-through regulatory charges) calculated based on Customer's Projected Usage and number of Locations, minus the projected transportation costs for such month.
12. **Representations and Warranties.** Customer hereby represents, warrants and acknowledges that: (a) this Agreement constitutes a valid and binding obligation enforceable against it in accordance with its terms, (b) there is not pending, or to its knowledge threatened against it, any legal proceedings that could materially adversely affect its ability to perform under this Agreement, (c) Gas South is not acting as a fiduciary or advisor in respect of this Agreement, (d) Customer is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of Gas South or any broker working for Gas South in so doing, and is capable of assessing the merits and risks of this Agreement, (e) any broker involved in marketing this Agreement is acting as Gas South's broker and not as a broker of Customer, (f) Gas South is a "critical supplier" under the Bankruptcy Code and Customer agrees to take action immediately after any bankruptcy filing to give Gas South critical supplier status, and (g) each transaction hereunder constitutes a "forward contract" within the meaning of the Bankruptcy Code and Gas South is a "forward contract merchant" within the meaning of the Bankruptcy Code. If Customer is a governmental entity, Customer further represents and covenants that with respect to its payment obligations and liability under this Agreement, it will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues from liability, suit, jurisdiction of court, relief by way of injunction, order for specific performance or execution or enforcement of any judgment.

- 13. Limitation of Warranties and Liability.** GAS SOUTH MAKES NO REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT. GAS SOUTH EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITH RESPECT TO, MERCHANTABILITY, USAGE, OR SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S REMEDY AGAINST GAS SOUTH ARISING FROM A BREACH OF THIS AGREEMENT IS LIMITED TO DIRECT AND ACTUAL DAMAGES INCURRED. CUSTOMER WAIVES ANY OTHER REMEDY, INCLUDING INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES BY STATUTE, IN TORT OR IN CONTRACT, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER THIS AGREEMENT. THE MAXIMUM LIABILITY OF GAS SOUTH TO CUSTOMER FOR ANY CLAIM WHETHER IN STATUTE, CONTRACT, TORT OR OTHERWISE SHALL BE THE GREATER OF \$1,000 OR TWO TIMES THE AMOUNT OF CUSTOMER'S AVERAGE MONTHLY CHARGE FOR NATURAL GAS THERMS. Any claim against Gas South must be presented to Gas South in writing within 6 months of the occurrence or event giving rise to the claim. Customer releases Gas South from all liability and waives all claims: (a) for Customer's use or handling of the natural gas, (b) for operations of AGL, (c) for interruptions, termination or deterioration of its delivery or other services due to actions by AGL or others, (d) for other pipeline or storage operations or resulting interruption of upstream transportation that is scheduled as firm that prevents the delivery of natural gas to the Delivery Point, (e) for personal injury or property damage and (f) presented to Gas South after the applicable 6 month time period. Customer agrees to indemnify, defend and save Gas South harmless from any and all liability, losses, damages, causes of action, lawsuits, claims, expenses, and reasonable attorneys' fees and costs of court, including death or injury to persons or property, associated with (a) natural gas sold under this Agreement after such natural gas arrives at Customer's meter at a Location or (b) Customer's equipment, machinery, devices, facilities, appliances, piping, or connections.
- 14. Force Majeure.** Gas South is excused from performance and is not liable for any failure to perform under this Agreement to the extent such failure is caused by an event or circumstance that is not within its reasonable control, including without limitation acts of God, natural disasters, any governmental action, strike, labor dispute, civil unrest, war or act of terrorism, a force majeure event declared by AGL, a failure or interruption of any natural gas pipeline or distribution system and a failure of information systems. Gas South's performance is excused for the duration of any such event until circumstances permit Gas South to resume performance.
- 15. Governing Law.** This Agreement will be governed by the laws of the State of Georgia, including applicable tariffs filed with and orders entered by the GPSC. The conflicts of law provisions of Georgia law shall not apply to this Agreement.
- 16. Dispute Resolution (Class Action Waiver).** Any dispute between Gas South and Customer that cannot be resolved informally shall be resolved through either arbitration or Magistrate Court. Neither party may pursue resolution of any dispute in arbitration or in Magistrate Court as a representative, as a private attorney general, or as part of a class action, and Customer may not be a named or unnamed class member or representative in any such action. By signing below, the parties agree to comply with this dispute resolution (class action waiver) provision, which describes the only procedures under this Agreement for resolving a dispute. Customer may opt out of this dispute resolution (class action waiver) provision by following the instructions below. Gas South will be bound by the election to opt out. This dispute resolution agreement does not alter any substantive rights that Customer may have under state or federal law, including the right to file a complaint with the GPSC.
- Magistrate Court guidelines.** For all qualified claims or disputes brought by a party in Magistrate Court, each party hereby consents to the jurisdiction and venue of the Cobb County Magistrate Court for the resolution of any dispute respecting the rights and duties of the parties under this Agreement. If, for any reason, the dispute cannot be adjudicated in the Magistrate Court, then the claiming party must seek resolution of the dispute through arbitration.
 - Arbitration guidelines.** If Customer seeks resolution of the dispute in arbitration, Gas South will pay: (1) the arbitrator's fees and any other reasonable expenses charged by the arbitration provider, and (2) if Customer recovers an award of monetary and/or equitable relief that is greater than any offered previously in writing by Gas South to resolve the specific dispute and Customer has not disclosed to the arbitrator the relief offered previously by Gas South, Gas South shall pay Customer's reasonable attorney fees. Gas South will not be entitled to recover any fees or arbitration expenses from Customer. The arbitration hearing will be held before a nationally recognized provider of arbitration services at a location selected by Customer within Georgia. The rules of the arbitration provider will apply. Only the arbitrator, not any federal, state, or local court or agency, has the authority to determine the applicability or enforceability of this arbitration provision. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.
- 17. Dispute Resolution Opt-out.** Within 30 days after entering into this Agreement, Customer may opt out of the above dispute resolution (class action waiver) provision by providing written notice to Gas South at the address provided in Section 20 of this Agreement, which contains Customer's name, address, account number, and the effective date of this Agreement. Customer's election to opt-out applies only to this Agreement. If Customer elects to opt-out of Section 16 of this Agreement in accordance with this Section 17, then with respect to any dispute between Gas South and Customer arising under this Agreement that cannot be resolved informally, each party consents to the exclusive jurisdiction of the state or federal courts located in Cobb County, Georgia, represents and warrants that it may sue or be sued in such courts (subject only to subject-matter jurisdiction of such courts), and waives any right to assert that such courts are not convenient forum or to bring an action in any other forum. The parties mutually and expressly waive their rights to jury trial.
- 18. Tax Exemptions.** If Customer is exempt from federal, state or local sales or use taxes, Customer will be responsible for providing Gas South with a valid exemption certificate. Tax exemption begins on the billing cycle after Gas South receives such valid exemption certificate. Customer shall notify Gas South in writing within 14 days if its exemption certificate expires or is no longer valid. Customer is primarily and ultimately responsible to the applicable taxing authority for any sales or use taxes. Customer agrees to indemnify, defend and save Gas South harmless from any and all claims and liability to anyone whomsoever, and reasonable attorneys' fees and costs of court, arising from Customer's failure to pay sales or use taxes or Gas South's failure to collect sales or use taxes based on its reliance on an expired or otherwise invalid exemption certificate.
- 19. Change in Law.** If there is a change in law, GPSC order, administrative regulation, rule, order, judicial decision, statute, or a change in an interpretation or application of any of the foregoing (collectively, a "Change in Law") and such Change in Law causes Gas South to directly or indirectly incur any capital, operating, commodity or other costs relating to the provision of services to Customer, then Gas South shall, in its sole discretion, be permitted to either (a) pass through to Customer a share of Gas South's total Change in Law costs determined in Gas South's sole discretion by dividing such total costs across all similarly situated customers and weighted by their average monthly consumption volumes or (b) terminate this Agreement by providing Customer with 25 days' advance written notice without any further liability to Customer other than charges incurred for service up until the date of such termination.
- 20. Contact Information & Notices.**
- Customer Contact Information.** Customer Contact Information. By providing Gas South with a contact phone number, Customer expressly agrees that Gas South may call or text Customer at that number with general communications or service notifications related to Customer's account, including collections, or this Agreement. These calls or texts may be made using an automatic dialing system or prerecorded voice message. Wireless and text message fees may apply from Customer's carrier. Message frequency varies by account or preferences. Customer may opt-out of receiving autodialed or prerecorded calls by calling Gas South at 770-763-4323 or by responding to a text with the word STOP. If Customer texts STOP, Customer may receive an additional confirmation text acknowledging Gas South's receipt of Customer's request. Even if Customer opts out, Gas South may still continue to communicate with Customer by other means. Customer agrees to maintain up-to-date contact information with Gas South, including current phone numbers (including cell numbers, as applicable) for Customer's contact persons. If Customer's contact information changes, Customer must notify Gas South within 14 days.
 - Notices.** Any notices to be provided in writing to Gas South must be sent by U.S. mail addressed to: Gas South, LLC, 3625 Cumberland Boulevard, Suite 1500, Atlanta, GA 30339, ATTN: Commercial Account Management or to any subsequent address provided by Gas South. Customer must include Customer's Gas South account number on all correspondence or payments submitted to Gas South. Any notices to be sent to Customer in writing may be sent either by U.S. mail or by electronic means (including email or text message) to the contact information provided by Customer. Notices sent by electronic means and mail are effective when received.
- 21. Verbal Recordings.** Customer agrees Gas South may electronically record and maintain all telephone conversations with Customer without any special or further notice and Customer has the consent of its agents and employees to agree on their behalf.
- 22. Miscellaneous.** This Agreement is a single, integrated agreement and constitutes the entire agreement between the parties and supersedes all prior statements, agreements and negotiations, whether oral or written, related to the subject matter hereof. Customer acknowledges and agrees that, if this Agreement is solicited through a third party consultant, broker, or other agent of Customer, Customer is solely responsible for any commission or other fees charged by such third party consultant, broker or agent. Pricing under this Agreement may include any commission or similar fee payable by Gas South to any third party consultant, broker, or agent involved in the solicitation of this Agreement. Customer's payment and indemnification obligations and the dispute resolution (class action waiver) provision survive the expiration or termination of this Agreement. No affiliate of Gas South shall have any liability whatsoever for Gas South's performance, nonperformance, or delay in performance under this Agreement. If any provision of this Agreement is found to be invalid or unenforceable under applicable law, it shall be omitted from this Agreement without invalidating the remaining provisions. No waiver or release of any right under this Agreement by Gas South will be effective unless in writing and specific to such right under this Agreement. Customer may not assign this Agreement or Customer's rights hereunder without the prior written consent of Gas South. Gas South shall have the right to assign this Agreement or its obligation to sell natural gas to Customer without Customer's consent so long as the price, terms and conditions are not affected by the assignment. Neither party, without the consent of the other party, will disclose the contents of this Agreement, to any third party except to its employees, officers, directors, financial advisors, attorneys, service providers, affiliates, or lenders or to comply with a lawful subpoena or litigation discovery request, applicable law, order, or regulation. Gas South collects and uses relevant information about our customers from Customer and from third parties, including credit reporting agencies. Gas South may disclose such information to affiliates and/or contractors for the purposes of developing or offering new or enhanced products or services, or administering and/or collecting customer accounts. Gas South may also disclose such information to parties in connection with proposed business transactions, to credit agencies, or to duly authorized agencies investigating potential hazardous or illegal activity. This Agreement may be entered into and made binding by the verbal enrollment of Customer, or by Customer affixing its signature of its authorized representative physically or electronically and transmitting it to Gas South personally or electronically, or by other means of electronic confirmation approved by Gas South (each such method meaning "executed"). Terms and pricing agreed to Verbally or by Electronic Signature (whether digital or encrypted) shall serve to amend this Agreement without the necessity of executing a new Agreement. "Electronic Signature" shall mean any electronic sound, symbol, or process attached to or logically associated with a contract or other record and executed and adopted by a party with the intent to sign such contract or other record, including (but not limited to) facsimile, online or email electronic signatures. A photo static copy of this Agreement, as well as electronic communications and verbal recordings, shall be admissible in evidence and enforceable in court or other proceeding in lieu of, and without producing or accounting for, a document with original hand written signatures.

**Appendix A to the Agreement for Natural Gas Sales
Locations**

Location Name	Service Address	AGL #	Type (Annual or Seasonal)	Seasonal Meter Term
LUMPKIN CO MENTAL HEALTH CTR	150 JOHNSON ST, DAHLONEGA, GA 30533	6242952152	Annual	N/A
LUMPKIN COUNTY BOC ANIMAL SH ELTER	1363 RED OAK FLATS RD, DAHLONEGA, GA 30533	3522082250	Annual	N/A
LUMPKIN COUNTY RECYCLING	1642 RED OAK FLATS RD, DAHLONEGA, GA 30533	8327038066	Annual	N/A
LUMPKIN COUNTY COMMISIONER	269 E MAIN ST, DAHLONEGA, GA 30533	0854457382	Annual	N/A
LUMPKIN COUNTY MAINTENANCE FACILITY	1646 RED OAK FLATS RD, DAHLONEGA, GA 30533	5714705044	Annual	N/A
LUMPKIN CO SHERIFF DEPT	194 COURTHOUSE HILL, DAHLONEGA, GA 30533	9945101314	Annual	N/A
LUMPKIN CO COMM OFFICE	247 E MAIN ST, DAHLONEGA, GA 30533	2928493316	Annual	N/A
LUMPKIN COUNTY DETENTION CTR	385 E MAIN ST, DAHLONEGA, GA 30533	8205629481	Annual	N/A
LUMPKIN COUNTY GOVERNMENT	325 RILEY RD, DAHLONEGA, GA 30533	9117232004	Annual	N/A
DAH-LUMPKIN CO EMERG CTR	57 PINETREE WAY, DAHLONEGA, GA 30533	5315110087	Annual	N/A
LUMPKIN COUNTY COMMISSIONER	365 RILEY RD, DAHLONEGA, GA 30533	5607335316	Annual	N/A
DAHLONEGA COMMUNITY HOUSE	99 N PARK ST, DAHLONEGA, GA 30533	9615402099	Annual	N/A



Lumpkin County, Georgia

Finance

Date: August 15, 2023

Agenda Item: 2023-081 Duplicating Products Upgrade Contract (*Finance Director Abby Branan*)

Item Description: 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

Facts & Historical Information:

Lumpkin County has maintained service agreements with Duplicating Products, Inc. for leasing, maintaining, and upgrading its copiers for many years. There are several contracts in place due to the varying original contract terms. This request will consolidate three agreements into one agreement.

The County's copiers are on a four-year replacement schedule. Similar to other technology, such as computers and phone equipment, it is necessary to upgrade the equipment periodically. Some reasons to periodically upgrade copiers include loss of print quality, breakage and down time, and prevent ongoing maintenance issues.

The current cost of leasing these copiers is \$1,293.49 per month. The proposed contract cost is \$1,493.95 per month, including the addition of one copier for the Sheriff's Office.

Potential Courses Of Action:

- A. The Board could approve the contract with Duplicating Products.
- B. The Board can direct staff to find another provider of these services.
- C. The Board could choose not to approve the contract with Duplicating Products and continue using the current equipment on a month-to-month basis.

Budget Impact:

The cost of the copier lease for existing copiers is included in the FY23 operating budget. The Sheriff's Office has requested the addition of one copier, which they are able to fund in their current budget.

Staff Recommendation: The recommendation of staff is Course of Action A.



SALES ORDER

P.O. Box 1548
Gainesville, GA 30503

Customer Number: **GV0974-023**
Customer PO: _____
Federal Tax ID# _____
Order Date: **07/21/2023**
Sales Rep: **Dean Snyder**

DUPLICATING PRODUCTS, INC., BY ACCEPTANCE OF THIS AGREEMENT, AGREES TO FURNISH TO THE CUSTOMER, SUBJECT TO TERMS AND CONDITIONS HEREIN SPECIFIED, EQUIPMENT AND ACCESSORIES LISTED BELOW.

CUSTOMER INFORMATION BILL TO:		CUSTOMER INFORMATION SHIP TO (if different):		
LUMPKIN COUNTY COMMISSIONER 99 COURTHOUSE HILL SUITE H DAHLONEGA, GA 30533		LUMPKIN COUNTY COMMISSIONER 99 COURTHOUSE HILL SUITE H DAHLONEGA, GA 30533		
BILLING EMAIL	BILLING PHONE	MAIN CONTACT	PHONE	EMAIL
Ryan.McDuffie@lumpkincounty.gov	(706) 482-2552	Ryan McDuffie	(706) 482-2552	Ryan.McDuffie@lumpkincounty.gov
QTY	MODEL / DESCRIPTION	SERIAL NO.	DEPARTMENT	ADDRESS
1	Ricoh IM5000		Finance	99 Courthouse Hill Suite H
1	Ricoh Fax Option Type M45			
1	Ricoh Finisher SR3260			
1	Ricoh Punch Unit PU3080 NA			
1	Ricoh Bridge Unit BU3090			
1	Ricoh Paper Feed Unit PB3300			
1	Ricoh IM C2510		Elections Office	56 Short Street
1	Ricoh Fax Option Type M52			
1	Ricoh Paper Feed Unit PB3340			
1	Ricoh IM C3510		Fire Administration	57A Pinetree Way
Leasing Company	Lease Type	Lease Term	Lease Payment	
DPI	FMV 0 dn 15%	48	\$1,493.95	
NOTE: DELIVERY INCLUDES UP TO ONE HOUR OF PROFESSIONAL SERVICES PER MACHINE AT NO CHARGE. ADDITIONAL TIME IS AVAILABLE ON A CHARGEABLE BASIS.			WARRANTY	
			N/A	

AUTOMATED METER COLLECTION: ____ Yes (initial)
if no, Email Address: _____

AUTOMATED TONER REPLENISHMENT: ____ Yes (initial)

MAINTENANCE PLAN: _____

METER TYPE	COST PER PRINT	PRINTS INCLUDED	BILLED	EXCESS PRINT COST	BILLED	METER READING
BLACK	0.00720	0	Monthly	\$0.00720		
COLOR	0.05250	0	Monthly	\$0.05250		

INCLUDES: ALL SERVICE AND SUPPLIES

EXCLUDES: PAPER & STAPLES

TRADE IN:	Make/Model	Equip ID	Serial Number
	SAVIN MP5055	25766	C339R200453
	SAVIN IMC2500	25765	3099R500325
	SAVIN IMC3500	25764	3119R500659

THIS IS A BINDING ORDER, not subject to cancellation. No modifications or additions thereto shall be binding upon the seller unless expressly consented to in writing by an officer of the Corporation. Title shall remain with seller until payment is made in full. Duplicating Products Inc., warrants that the goods covered by this order when delivered to buyer will be of merchantable quality and free from defects in workmanship and material for the period specified above under ordinary use and conditions. Duplicating Products, Inc. shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond its control, including without limitation strikes, lockouts, fires, embargoes, war, or other outbreaks of hostilities. Buyer understands that payments not made in accordance with specified terms will be subject to the current established service charges of Duplicating Products, Inc. This contract shall be governed by and construed according to the laws of the State where merchandise is to be delivered.

If the customer defaults hereunder: (1) Duplicating Products, Inc., in addition to other remedies, may repossess the equipment with notice; and (2) the Customer agrees to pay Duplicating Products, Inc., costs and expenses of collection and/or repossession, including the maximum attorney fee permitted by law, said fee not to exceed 25% of the amount then due. Purchaser warrants that all items listed herein as trade in equipment to be free and clear of all liens and encumbrances and purchaser further warrants he has authority to trade this equipment in for equipment listed hereon. MAINTENANCE PLAN covers all regular service calls during normal Duplicating Products Inc. operating hours (Monday through Friday 8:00am to 5:00pm). Service calls outside of those hours if available would be subject to additional charges. Coverage includes parts, labor, and supplies IF specified above, and only as specified above. Pricing and Term/Duration of agreement as specified above. Either party may terminate this Maintenance Plan at any time by giving 30 days written notice, in advance, to the other party. Duplicating Products Inc. reserves the right to review and adjust rates on an annual basis. All maintenance plans may be subject to minimum charges. Maintenance Plan also covers "Hotline" phone support for equipment issues. Network, workstation, and software support are not covered by a standard maintenance agreement and are chargeable on a per call or hourly basis.

Agreement may be subject to cancellation in the event of late or non-payment, relocation, damage, abuse, negligence, or use of un-authorized parts, supplies or service.

LEASE NOTES:	Upon execution of new lease, DPI will terminate the following DPI Lease Agreements. Lease Number CONT1438-1, CONT1467-14 and CONT1427-02. Equipment listed as trade in will be removed and returned to DPI Leasing. Thanks for your business! DAS
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Duplicating Products, Inc.

X
Authorized Signature
DEAN A SNYDER **SAE** **21 JULY 2023**
Print Name and Title Date

X
Authorized Signature

07/21/2023
Print Name and Title Date



SALES ORDER (Addendum A)

P.O. Box 1548
Gainesville, GA 30503

Customer PO: _____
Order Date: **07/21/2023**
Sales Rep: **Dean Snyder**

CUSTOMER INFORMATION BILL TO:		CUSTOMER INFORMATION SHIP TO (if different):		
LUMPKIN COUNTY COMMISSIONER 99 COURTHOUSE HILL SUITE H DAHLONEGA, GA 30533		LUMPKIN COUNTY COMMISSIONER 99 COURTHOUSE HILL SUITE H DAHLONEGA, GA 30533		
QTY	MODEL / DESCRIPTION	SERIAL NO.	DEPARTMENT	ADDRESS
1	Ricoh Fax Option Type M52			
1	Ricoh Bridge Unit BU3100			
1	Ricoh Finisher SR3320 (1000 sheet)			
1	Ricoh Punch Unit PU3080 NA			
1	Ricoh Paper Feed Unit PB3320			
1	Ricoh IM2500		Fire Station 4	125 Chestera Dr
1	Ricoh Fax Option Type M45			
1	Ricoh Cabinet Type F			
1	Ricoh Internal Finisher SR3250			
1	Ricoh IMC300F		Facilities	1646 Red Oak Flats Rd
1	Ricoh Medium Cabinet Type W			
1	Ricoh Paper Feed Unit PB1170			
1	Ricoh IM2500		Fire Station 2	34 Pleasant Brook Dr
1	Ricoh Fax Option Type M45			
1	Ricoh Cabinet Type F			
1	Ricoh IM350F		Sheriff Court Hs Lobby	325 Riley Road
1	Ricoh Tall Cabinet Type Q			
1	Ricoh Paper Feed Unit PB1110 (1x250 Sheets)			
1	Ricoh IM C3510		District Attorney	325 Riley Road
1	Ricoh Fax Option Type M52			
1	Ricoh Bridge Unit BU3100			
1	Ricoh Finisher SR3320 (1000 sheet)			
1	Ricoh Paper Feed Unit PB3320			
1	Ricoh IM C3510		Sheriff GCIC	385 East Main St
1	Ricoh Paper Feed Unit PB3320			
1	Ricoh Fax Option Type M52			
1	Ricoh 1 Bin Tray BN3140			
1	Ricoh IM C3010		Superior Court Rm 208	325 Riley Road
1	Ricoh Fax Option Type M52			
1	Ricoh Internal Finisher SR3310 (500 sheet)			
1	Ricoh Cabinet Type A5			
1	Ricoh IM C3010		Juvenile Court Rm 223	325 Riley Road
1	Ricoh Fax Option Type M52			
1	Ricoh Bridge Unit BU3100			
1	Ricoh Finisher SR3320 (1000 sheet)			
1	Ricoh Cabinet Type A5			
1	Ricoh IMC300F		Sheriff Jail Admin Hall	385 East Main St
1	Ricoh Medium Cabinet Type W			
1	Ricoh Paper Feed Unit PB1170			

Initial: _____



P.O. Box 1548
Gainesville, GA 30503

Customer PO: _____
Order Date: 07/21/2023
Sales Rep: Dean Snyder

[illegible]

Initial: _____



AGREEMENT NO.:

CUSTOMER INFORMATION "LESSEE"

Full Legal Name of Lessee **LUMPKIN COUNTY COMMISSIONER**
 Street Address/Post Office Box **99 COURTHOUSE HILL SUITE H, DAHLONEGA, GA 30533**
 Contact/Phone **(706) 482-2552** Billing Options: ACH ☐ ELECTRONIC ☐ Email:

VENDOR

Duplicating Products Inc. 2305 Centennial Drive Gainesville, GA 30504

SALES REPRESENTATIVE

Dean Snyder

EQUIPMENT AND PAYMENT TERMS

☒ SEE ATTACHED SCHEDULE

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE PER MACHINE (IF NOT CONSOLIDATED)		EXCESS PER IMAGE CHARGE (PLUS TAX)	
	B&W	COLOR	B&W	COLOR	B&W	COLOR
Ricoh IM5000 PFU, Finisher, Punch, Fax			0	0	\$0.00720	\$0.05250
Ricoh IM C2510 PFU, Fax						
Ricoh IM C3510 PFU, Finisher, Punch, Fax						
Ricoh IM2500 Finisher, Fax						
Ricoh IMC300F Paper Tray						
Ricoh IM2500 Fax						
Ricoh IM350F Paper Tray						
Ricoh IM C3510 Finisher, PFU, Fax						
Ricoh IM C3510 PFU, Fax, 1 Bin Tray						
Ricoh IM C3010 Finisher, Fax						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE (IF CONSOLIDATED)						

EQUIPMENT LOCATION:

METER FREQUENCY: Monthly

LEASE TERMS

Lease Commence Date <u>At Install</u>	Monthly Base Payment <u>\$1,493.95</u> (plus tax)	Payment for this amount must accompany Lease Application: \$ _____ ☐ Security Deposit \$ _____ ☐ Advance Payments \$40.00 ☒ Documentation Fee \$ _____ ☐ Tax \$ _____ Total
Term in months from Lease Commence Date <u>48</u>	Sales Tax <u>Tax Exempt</u>	
Lease payment period is monthly unless otherwise indicated	Total <u>\$1,493.95</u>	

END OF LEASE OPTIONS:

Lessee shall have the following options at the end of the original term, provided the lease has not terminated early and no event of default under the lease has occurred and is continuing.
 1. Purchase the equipment for Fair Market Value.
 2. Renew the lease.
 3. Return the equipment as provided in Paragraph 14 of this lease agreement.

THIS LEASE CONTAINS ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF, ALL OF WHICH ARE MADE A PART OF THIS LEASE.

PERSONAL GUARANTY

The undersigned guarantors jointly and severally unconditionally guarantee the prompt payment when due of each monthly remittance payment due and payable under the foregoing Lease Agreement. To enforce the liability of guarantors hereunder, Lessor shall not be required, first to (a) give guarantors notice if Lessee's default; (b) repossess the equipment or (c) attempt to enforce the liability of Lessee under the Lease Agreement. Lessor may from time to time accept late payments of Lease and may extend the terms of the Lease Agreement without defeating or diminishing its continuing guaranty.

The Guarantors acknowledge that execution of the guarantee is a material part if the consideration upon which Lessor relies in consummating this Lease Agreement and that this guaranty is executed as an inducement to the Lessor to consummate the Lease Agreement.

By:

X _____
 Signature

 Date

TERMS AND CONDITIONS

1. LEASE. Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, the personal property described above upon the terms and conditions set forth herein (such property together with all replacements, repairs and additions incorporated therein or affixed thereto being referred to herein as "Equipment").
2. TERM. The term of this Lease with respect to each item of Equipment shall begin on the date it is accepted by Lessee and shall continue for the number of consecutive months shown above from the Lease commencement date unless earlier terminated as provided herein.
3. LEASE shall be payable in installments each in the amount of the basic Lease payment set forth above plus any applicable sales tax or use tax.

Dated 07/21/2023

LUMPKIN COUNTY COMMISSIONER
 Lessee (Full Legal Name - Same As Above)
 X
 Signature/Title

Dated _____

DPI Leasing, LLC.

X
 Signature/Title

DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned hereby certifies that all the equipment described in the equipment lease between DPI Leasing, LLC. and the undersigned, dated _____ 20 _____ has been furnished, that delivery and installation of this equipment has been fully completed as required, with the delivery date being the date of this certificate, and that it has been accepted by the undersigned as satisfactory. Further, all conditions and terms of said equipment lease have been reviewed and acknowledged.

X
 Signature/Title

07/21/2023
 Date

4. **SECURITY DEPOSIT.** Lessor may apply any security toward any obligation of Lessee hereunder and shall return any unapplied balance to Lessee, without interest upon satisfaction of Lessee's obligations. The Lessor may commingle the security deposit with its other funds. In the event that the Lessor applies the security deposit to satisfy an obligation of Lessee shall immediately replace any portion of the security deposit so applied by Lessor.

5. **WARRANTIES.** Lessee agrees that it has selected each item of Equipment based upon its own judgment and disclaims any reliance upon any statements or representations made by Lessor. LESSOR MAKES NO WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED, AND LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE EQUIPMENT. Lessee agrees to make the rental and other payments required hereunder without regard to the condition of the Equipment and to look only to person other than Lessor such as the manufacturer, vendor, or carrier thereof should any item of Equipment for any reason be defective. So long as no Event of Default has occurred and is continuing, Lessor agrees, to the extent they are assignable, to assign to Lessee, without any recourse to Lessor, any warranty received by Lessor. SUPPLIER IS NOT AN AGENT OF LESSOR, AND LESSEE SHALL HAVE NO RIGHT TO RELY ON STATEMENTS OR REPRESENTATIONS MADE BY SUPPLIER. Lessor assumes no responsibility for the installation, adjusting, or servicing of the agreement.

6. **TITLE.** Title to the Equipment and security interests shall at all times remain in Lessor, and Lessee at its expense shall protect and defend the title of Lessor and keep it free of all claims and liens and security interests other than the rights and security interests created by or arising through Lessor. The Equipment shall remain personal property regardless of its attachment to realty and Lessee agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interests in the Equipment as a result of its attachment to realty, and to immediately notify the third party of Lessor's claims, lien, or security interest.

7. **LAWS AND TAXES.** Lessee shall comply with all laws and regulations relating to the Equipment and its use. Upon request by Lessor, Lessee shall prepare and file all tax returns relating to taxes for which Lessee is responsible hereunder which Lessee is permitted to file under the laws of the applicable taxing jurisdiction. As a standard practice, Lessor pays applicable property taxes.

~~8. **INDEMNITY.** Lessor and Lessee hereby indemnify and agree to the other Lessor harmless from any and all liability and expense arising out of the ordering, leasing, ownership, use, condition, or operation of each item of Equipment during the term of this Lease, including liability for death or injury to persons, damage to property, strict liability under the laws of judicial decisions, and legal expenses in defending any claims brought to enforce any such liability or expense, but excluding any liability for which Lessee is not responsible under paragraph 7.~~

9. **LESSEE'S ASSIGNMENT AND REMOVAL.** Without Lessor's prior written consent, Lessee will not sell, assign, sublet, pledge, or otherwise encumber or permit a lien arising through to exist on or against any interest in this Lease Agreement or the Equipment or REMOVE THE EQUIPMENT FROM ITS LOCATION REFERRED TO ABOVE. Lessor may assign its interest in this Lease Agreement and sell or grant a security interest in all or any part of the Equipment without Lessee's consent. Lessee agrees not to assert any assignee of Lessor any claim or defense Lessee may have against Lessor.

10. **INSPECTION.** Lessor may inspect the Equipment at any time and from time to time during regular business hours.

11. **REPAIRS AND USE.** Lessee will use the Equipment with due care and for the purpose for which it is intended. All such parts when furnished shall immediately become the property of Lessor and part of the Equipment for all purposes hereof.

12. **LOSS OR DAMAGE.** In the event of any item of Equipment shall become lost, stolen, missing, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event of condemnation or seizure of any item of Equipment, Lessee shall promptly pay Lessor (a) the amount of all rent and other amounts payable by Lessee hereunder with respect to such item due but unpaid at the date of such payment plus (b) the amount of all unpaid rent with respect to such item for the balance of the term of this Lease Agreement not yet due at the time of such payment (c) twice the amount of any investment tax credit recaptured by Lessor on account of early disposition of such item plus (d) \$500.00 of the original cost of such item to Lessor, which represents liquidated damages or compensation for loss of Lessor's anticipated residual value. Upon payment of such amount to Lessor such item shall become the property of Lessee. Lessor will transfer to Lessee, without recourse or warranty, all of Lessor's right, title, and interest therein, the rent with respect to such item shall terminate, and the basic rental payments on the remaining items shall be reduced accordingly. Lessee shall pay any sales and use taxes due on such transfer. Any insurance or condemnation proceeds received shall be credited to Lessee's obligation under this paragraph and Lessor shall be entitled to any surplus.

13. **INSURANCE.** Lessor shall be under no duty to ascertain the existence of or to examine such policy or to advise Lessee in the event any such policy shall not comply with the requirements hereof.

14. **RETURN OF EQUIPMENT.** Upon the expiration of this Lease, the Lessee will immediately allow Lessor access to premises for the pick-up of the Equipment by Lessor in the same condition as when delivered to Lessee, ordinary wear and tear excepted. If equipment has been relocated, Lessee will immediately deliver the Equipment to such location within the continental United States as Lessor shall designate. Lessee shall pay all transportation and other expenses relating to such delivery.

15. **DOCUMENTATION REQUIREMENTS.** Lessee will promptly execute and deliver to Lessor such further documents and takes such a further action as Lessor may request in order to more effectively carry out the intent and purpose of this Lease Agreement, including the execution and delivery of appropriate financing statements to fully protect Lessor's intent hereunder in accordance with the Uniform Commercial Code or other applicable law. Lessee authorizes Lessor to file at Lessor's option the informational financing statements to fully protect Lessor's interest hereunder in accordance with the Uniform Commercial Code or other applicable law. Lessee authorizes Lessor to file at Lessor's option the informational financing statements without Lessee's signature and, if a signature is required by law, Lessee appoints Lessor at Lessee's attorney-in-fact to execute such financing statements. Lessee further agrees to pay Lessor stated Documentation Fee to cover the expense of originating the Lease. Notwithstanding any other provision herein, the Lessee shall reimburse the Lessor for all expenses incurred by Lessor on account of the Lessor or Lessee protecting the Lessor's interest in the Equipment by means of appropriate documentation and filing, including fixture, searchers, and other procedures.

16. **COLLECTION CHARGES.** If any installment of basic rent is not paid when due, Lessor may impose a late charge of \$15.00 per month/per payment, commencing one month after the due date of the first delayed payment but in any event not more than permitted by applicable law. Payments thereafter received shall be applied first to delinquent installments and charges and then to current installments. Lessee agrees to pay Lessor a collection call charge of \$15.00 to compensate Lessor for time and expense of making such call. If for any reason Lessee's check is returned to the Lessor for non-payment, a \$25.00 bad check charge will be imposed.

17. **DEFAULT.** Each of the following events shall constitute an "Event of Default" hereunder: (a) Lessee shall fail to pay when due any installment and charges of basic rent; (b) Lessee shall fail to observe or perform any other agreement to be observed or performed by Lessee hereunder and the continuance thereof for 10 calendar days; (c) Lessee or any guarantor of this Lease Agreement or any partner of Lessee if Lessee is a partnership shall cease doing business as a going concern or make an assignment for the benefit of creditors; (d) Lessee or any guarantor of this Lease Agreement or any partner of Lessee if Lessee is a partnership shall voluntarily file, or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt, or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver, or liquidator shall be appointed of it or all or a substantial part of its assets; (e) any individual Lessee, guarantor of this Lease Agreement, or partner of Lessee if Lessee is a partnership shall die; (f) breach of any representation or warranty made by the Lessee or any guarantor of this Lessee (g); levy, seizure of attachment of the equipment; (h) an event of default shall occur under any other obligation Lessee owes to Lessor.

18. **REMEDIES.** Lessor and Lessee agree that Lessor's damages suffered by reason of an Event of Default are uncertain and not capable of exact measurement at the time this Lease Agreement is executed because of the value of the Equipment at the expiration of this Lease Agreement is uncertain, and therefore they agree that for purposes of this paragraph 18 "Lessor's Loss" as of any date shall be the sum of the following: (a) the amount of all rent and other amounts payable to Lessee hereunder with respect to such item due but unpaid at the date of such payment plus (b) the amount of all unpaid rent with respect to such item for the balance of the term of this Lease Agreement not yet due at the time of such payment (c) \$500.00 of the original cost of such item which represents liquidated damages or compensation for loss of Lessor's anticipated residual value, plus any costs of collection, prejudgment interest, and a reasonable attorney's fee. Upon the occurrence of an Event of Default and at any time thereafter, Lessor may exercise any one or more of the remedies listed below as Lessor in its sole discretion may lawfully elect; provided, however, that upon the occurrence of an Event of Default specified in paragraph 17 (d), an amount equal to Lessor's Loss as of the date of such occurrence shall automatically be and become immediately due and payable without notice or demand of any kind.

(a) Lessor may, by written notice to Lessee, terminate this Lease and declare an amount equal to Lessor's Loss as of the date of such notice to be immediately due and payable, and the same shall thereupon be and become immediately due and payable without further notice or demand, and all rights of Lessee to use the Equipment shall terminate but Lessee shall be and remain liable as provided in this paragraph 18. Lessee shall at its expense promptly deliver the Equipment to Lessor at a location or locations within the continental United States designated by Lessor. Lessor may also enter upon the premises where the Equipment is located and take immediate possession of and remove the same with or without instituting legal proceedings.

(b) Lessor may process by appropriate court action to enforce performance by Lessee of the applicable covenants of this Lease Agreement or to recover for breach of this Lease. Lessor's Loss as of the date Lessor's Loss is declared due and payable hereunder; provided, however, that upon recovery of Lessor's Loss from Lessee in any such action without having to repossess and dispose of the Equipment, Lessor shall transfer the Equipment to Lessee at its then location upon payment of any additional amount due under clauses (d), (e), and (f) below.

(c) In the event Lessor repossess the Equipment, Lessor shall either retain the Equipment in full satisfaction of Lessee's obligation hereunder or sell or lease each item of Equipment in such manner and upon such terms as Lessor may in its sole discretion determine, the proceeds of such sale or lease shall be applied to reimburse Lessor for Lessor's Loss and any additional amount due under clauses (d), (e), and (f) below. Lessor shall be entitled to any surplus and Lessee shall remain liable for any deficiency. For purposes of this subparagraph, the proceeds of any lease of all or any part of the Equipment by Lessor shall be the amount reasonably assigned by Lessor as the cost of such Equipment in determining the rent under such lease.

(d) Lessor may recover twice the amount of any investment tax credit taken with respect to the Equipment recaptured by Lessor on account of early disposition of the Equipment.

(e) Lessor may recover interest on the unpaid balance of Lessor's Loss from the date it becomes payable until fully paid.

(f) Lessor may exercise any other right or remedy available to it by law or by agreement, and may in any event recover legal fees and other expenses incurred by reason of an Event of Default or the exercise of any remedy hereunder, including expenses of repossession, repair, storage, transportation, and disposition of the Equipment. No remedy given in this paragraph is intended to be exclusive, and each shall be cumulative but only to the extent necessary to permit Lessor to receive amounts for which Lessee is liable hereunder. No express or implied waiver by Lessor of any Event of Default shall constitute a waiver of any other Event of Default.

19. **NOTICES.** Any written notice hereunder to Lessee shall be deemed to have been given when delivered personally or deposited in the United States mails, postage prepaid, addressed to Lessee and its address set forth or at such other address as may be last known to Lessor.

20. **NET LEASE AND UNCONDITIONAL OBLIGATION.** This Lease is a completely net Lease and Lessee's obligation to pay the rent and amounts payable by Lessee under paragraphs 12 and 18 is unconditional and not subject to any abatement, reduction, setoff or defense of any kind.

21. **NON-CANCELLABLE LEASE.** This Lease cannot be cancelled or terminated except as expressly provided herein.

22. **SURVIVAL OF INDEMNITIES.** Lessee's obligations under paragraph 7 and 8 shall survive termination of this Lease Agreement.

23. **MISCELLANEOUS.** Any provision of this Lease which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Lease and such unenforceable in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. The terms and conditions of this Lease supersede the terms and conditions of any related purchase order.

24. **CONSENT TO GEORGIA LAW, JURISDICTION AND VENUE.** This lease shall be deemed fully executed and performed in the state of Georgia and shall be governed by and construed in accordance with the laws thereof. In any action, proceeding, or appeal on any matter related to or arising out of this Lease, the Lessee and guarantor shall be subject to the personal jurisdiction of the state of Georgia, including any state or federal court sitting therein, and all court rules thereof and shall accept venue in any federal or state court in Hall County, Georgia.

25. **RENEWAL.** Unless LESSEE, thirty days prior to the expiration of this lease notifies LESSOR in writing of its intentions to terminate this lease at its expiration date, then this Lease shall automatically be renewed upon all of the terms and conditions as stated herein for additional thirty day periods. Said renewal shall constitute a wholly new Lease Agreement between Lessor and Lessee. Any assignee, purchaser, holder, or holder in due course of Lessor and this Lease Agreement shall receive the benefits only of the original Lease Agreement, and not of any renewal hereof. In the event of renewal. All benefits of this Lease Agreement shall revert to Lessor.

Addendum to Equipment Lease Contract for leases to state or municipal entities

This addendum (the "Addendum") is incorporated into and a part that certain Equipment Lease Contract by and between DPI Leasing ("Lessor," "we," "us") and Lumpkin, County of, a state or municipal governmental entity ("Lessee," "you," "your") executed by the Lessee on July 21, 2023, under which the Lessee will lease SAVIN Equipment from the Lessor. This Addendum and the Equipment Lease Contract together are one contract. This Addendum shall amend the Equipment Lease Contract to the extent, and only to the extent, that the terms of this Addendum are inconsistent with the terms of the Equipment Lease Contract. All other terms of the Equipment Lease Contract shall be and remain in full force and effect. In consideration of the Lessor's ("we") agreement to purchase the equipment and lease it to the Lessee ("you"), the Lessee agrees as follows:

- I. REPRESENTATIONS, COVENANTS AND WARRANTIES OF LESSEE.** You hereby represent, covenant and warrant to us as follows: (a) You are authorized under the Constitution and laws of the State to enter into this Lease (and the other agreements and documents relating to the Lease, hereinafter included in the definition of "Lease") and to perform all of your obligations hereunder and thereunder; (b) The officer of the Lessee entity who is executing the Lease and each Schedule has been duly authorized to execute and deliver same under the terms and provisions of a resolution of your governing body, or by other appropriate official action; (c) In authorizing and executing the Lease, you have complied with all public bidding, usury and other State and Federal laws applicable to the acquisition of the Equipment; (d) You have sufficient appropriations or other funds available to pay all amounts due under Lease for the applicable fiscal year; (e) The Equipment is essential to your proper, efficient and economic operation; (f) You have never terminated an equipment lease, lease-purchase or similar contract due to non-appropriation of funds or defaulted under the terms thereof.
- II. NON-APPROPRIATION OF FUNDS.** You believe that funds can and will be obtained in amounts sufficient to make all Lease Payments during the Lease term. You and your fiscal officer hereby covenant that you (the Lessee entity) and he/she will do all things within your and his/her power to obtain, maintain and properly request and pursue funds from which the lease payments and payments for other related charges, if any, may be made, specifically including in your annual budget requests amounts sufficient to make such payments for the full Lease term. You intend to make all such payments for the full Lease term if funds are legally available for that purpose. If your official governing body does not allot you funds for the succeeding fiscal year to continue such payments under the Lease, and you have no other available funds to continue making such payments under the Lease or to purchase, lease or rent other equipment or services to perform functions similar to those performed by the Equipment under this Lease, you may terminate the Lease at the end of the then current fiscal year, by giving ninety (90) days prior written notice to us, and enclosing therewith a sworn, notarized statement that the foregoing conditions exist. **The foregoing shall be the sole circumstance in which you will not be legally obligated to continue making such payments beyond the end of the then current fiscal year.** Upon the occurrence of this event, if any Lease is terminated by you in accordance with this paragraph, you agree (i) not to purchase, lease or rent personal property to perform the same or similar functions as, or functions taking the place of, those performed by the Equipment under this Lease, and (ii) not to permit such functions to be performed by your own employees or by any agency, contractor, service provider or other entity affiliated with or hired by you, for a period of three hundred sixty (360) days; provided, however, that these restrictions shall not be applicable in the event that the Equipment under this Lease is sold by us and the amount received from such sale, less all costs of such sale, is sufficient to pay the then balance otherwise then due from you under this Lease. If the application of these restrictions would affect the validity of this Lease, you agree to provide us with an opinion of your counsel relating to the circumstances of non-appropriation. Upon the occurrence of this event, you shall, at your cost and expense, both restore the Equipment to its original condition (excepting only reasonable wear and tear) and return it to us in accordance with the terms set forth in Section III of this Addendum. Upon termination of the Lease by reason of non-appropriation of funds as provided herein, you shall not be responsible for the payment of any additional Lease Payments coming due with respect to succeeding fiscal years. However, (a) **you shall continue to remain responsible for the payment of all past due payments and other obligations that accrued under the Lease prior to the end of the 90-day notice period referred to above;** and (b) if you have not delivered possession of the Equipment to us at your expense and conveyed title to us or released your interest in the Equipment to us within ten (10) days after the termination of the applicable Lease, the termination shall nevertheless be effective, but you **shall be responsible for the payment of damages in an amount equal to the amount of the lease payments thereafter coming due under the Lease that are attributable to the number of days after such ten (10) day period during which you fail to take such actions, plus all other losses suffered by us as a result of your failure to take such actions as required.** Non-Appropriation under one Lease shall not affect the validity or enforceability or any other lease or contract between you and us.

- III. RETURN OF EQUIPMENT.** Notwithstanding any contrary terms set forth or implied in the “Equipment Lease Contract,” upon the expiration or termination of the Lease in accordance with its terms prior to the payment of all lease payments and other amounts due to us hereunder, you shall return the Equipment to us in the same condition it was in as of the date it was delivered to you, excepting only reasonable wear and tear, in the following manner as may be specified by us in our sole discretion: (a) by delivering the Equipment at your cost and expense to such place within the State as we shall specify; or (b) by loading such portions of the Equipment as are considered movable at your cost and expense, on board such carrier as we shall specify and shipping the same, freight prepaid by you, to a place specified by us. If you refuse to return the Equipment in the manner designated above, we may repossess the Equipment and charge you with the costs of such repossession and/or pursue any other remedy provided to us in this Lease or under law.
- IV. OPTION TO PURCHASE.** Notwithstanding any contrary term set forth or implied in the “Equipment Lease Contract” or any separate purchase option document executed by us, upon the expiration of the originally scheduled term of the Lease, provided you have made all scheduled payments to us, have not terminated the Lease by reason of non-appropriation or other reason, and are not then in default under the Lease, you shall have the option to purchase our interest in the Equipment for the purchase option price specified in such purchase option.
- V. FINANCIAL INFORMATION.** During the term of this Lease, you annually shall provide us with current annual financial reports, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to your ability and commitment to continue the Lease as may be requested by us.

The terms of this Addendum shall inure to the benefit of Lessor’s successors and assigns.

Intending to be legally bound, the parties hereto have executed this Agreement effective as of the effective date of the Equipment Lease Contract.

LESSOR: DPI Leasing

By: _____

Print Name: _____

Title: _____

Date: _____

LESSEE: LUMPKIN, COUNTY OF

By: _____

Print Name: _____

Title: _____

Date: _____



Lumpkin County, Georgia

Human Resources

Date:	August 15, 2023
Agenda Item:	2023-082 ACCG Property and Liability Insurance Deductible and Coverages (Community & Employee Services Director Alicia Davis)
Item Description:	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.
Facts & Historical Information:	The county purchases annual property and liability insurance from ACCG. This year's renewal cost increased by over 30% between the premium increase and the lack of dividend distribution normally applied to reduce the premium. The window of time for the Board of Commissioners to approve the renewal was short based on the time ACCG sent the renewal notice and the date of the Board's second meeting in June when the renewal had to be approved. Since the time of the renewal county staff have been working with ACCG to fully understand the renewal and the reason for the 30% premium increase. Per the Board's direction staff have also been working with TWS Insurance to obtain a quote for P&L insurance with a private carrier to determine if insurance will be less expensive on the open market. In our discussions with ACCG we learned that our deductible of \$2500 per occurrence, which the County has had in place over twenty years was raised to \$10,000. This was noted on page 12 of the policy, but was not outlined on the cover page or on the worksheet which is the document ACCG requests be signed for renewal. In May, County staff participated in a webinar for all ACCG counties that was hosted by ACCG and covered the reasons for the large increase in premiums. It was mentioned in the webinar that some counties would see an increase in their deductible. There was no mention of which counties would receive the increase and Lumpkin County did not receive any prior notification that our deductible was being increased to \$10,000. After hearing from multiple participants regarding the negative impact of a jump to the \$10,000 per occurrence deductible, ACCG began looking for solutions to help counties, including Lumpkin, manage their concerns. ACCG has offered us options. • Leave our coverage as is, at the current annual premium cost of \$466,931.00 with a \$10,000 per occurrence deductible. • Move our deductibles back to \$2,500/\$5,000, take off physical damage coverage (repair/replacement) and move to liability only coverage for county vehicles manufactured prior to 2015 (exceptions: fire trucks, ambulances, and heavy trucks). This cost would be \$461,212.00. • Move our deductibles back to \$2,500/\$5,000, take off physical damage coverage (repair/replacement) for vehicles worth less than \$5,000, and add Replacement Cost (at an additional cost) for all fire trucks, ambulances, and

police vehicles bought new within the past five years. This cost would be \$494,852.00.

The list of possible vehicles to be moved to liability only coverage has been reviewed by Fleet Manager Randy Allison who agrees this is a sensible move.

- Option A: This option will cost the county additional deductible dollars. For example, if the county averages 12 claims per year, this would be an additional \$90,000 in deductibles.
- Option B: This option would save the county some premium dollars, but would not provide the more robust protection of replacement cost coverage for fire trucks, ambulances, and police vehicles bought new within the past five years.
- Option C: This option will drop our deductible back to the accustomed \$2,500, drop some vehicles to liability only based on the Fleet Manager's estimated value, and add replacement cost coverage for fire trucks, ambulances, and police vehicles bought new within the past five years. While this option is more expensive, when compared to Option A, it would save an estimated \$90,000 in deductibles and, as an example, would also pay replacement cost for an ambulance that cost us \$250,000 last year but would probably cost more than that now. One claim paid at replacement cost on one of our expensive vehicles could cover this increase in cost.

Potential Courses Of Action:

- A. Leave coverages and deductibles as they are.
- B. Approve moving the deductibles back to \$2,500/\$5,000, take off physical damage coverage (repair/replacement) and move to liability only coverage for county vehicles manufactured prior to 2015 (exceptions: fire trucks, ambulances, and heavy trucks).
- C. Move deductibles back to \$2,500/\$5,000 and take off physical damage coverage (repair/replacement) for vehicles worth less than \$5,000, and add Replacement Cost (at an additional cost) for all fire trucks, ambulances, and police vehicles bought new within the past five years.

Budget Impact:

Staff Recommendation:

Course of Action C.

VIN	Make	Model	ACCGID	Year	Department	Vehicle Class	ACV or Replacement Value	AL/APD
		Lowboy Trailer	GA2586439	1977	Road Dept	TR	ACV	AL
9285	GMC	Low Boy	GA2586381	1985	Road Dept.	TR	ACV	AL
1C00	Arrow		GA30009688	1988	Road Dept.	TR	ACV	AL
4243	Chevrolet	Dump Truck	GA2586371	1989	Park & Rec	M	ACV	AL
1073	Ford	F150	GA2586376	1993	Road Dept	L	ACV	AL
8886	Ford	F150	GA2586406	1993	Park & Rec	L	ACV	AL
7508	Stoughton	Trailer	GA2586472	1995	Recycling	TR	ACV	AL
4463	Toyota	4 Runner	GA2586393	1998	Park & Rec	L	ACV	AL
7417		Utility Trailer 5 x	GA2586452	1999	Public Buildings	TR	ACV	AL
0075	Trailboss	Utility	GA2586386	1999	Road Dept.	TR	ACV	AL
5321	Ford	F-150 Pickup	GA2586458	2000	Road Dept.	PP	ACV	AL
0634	Chevrolet	Silverado Truck	GA2586505	2000	Sheriff	PC	ACV	AL
6911	Ford	Pickup	GA2586370	2000	County Extension	L	ACV	AL
8373	Ford	Pickup	GA2586367	2000	Public Works	L	ACV	AL
4236	GEM	Low Speed Electric V	GA2586438	2001	Sheriff	PP	ACV	AL
5068	Chevrolet	1500	GA2586373	2001	Public Works	L	ACV	AL
6792	Chevrolet	Tahoe	GA2586408	2002	Sheriff	L	ACV	AL
3245	Ford	E-350	GA2586608	2003	Emergency Services	FC	ACV	AL
3684	Ford	E-250	GA2586410	2003	Sheriff UPD	L	ACV	AL
7220	Ford	Ranger	GA2586378	2003	Animal Shelter	L	ACV	AL
7221	Ford	Ranger	GA2586379	2003	Public Buildings	L	ACV	AL
4646	Chevrolet	Trailblazer	GA2586480	2004	E911	L	ACV	AL
7310	Ford	Expedition	GA2586421	2004	Sheriff	L	ACV	AL
3082	Ford	Explorer	GA2586392	2005	SO/911	L	ACV	AL
4067	Ford	Taurus	GA2586436	2005	Fleet	PP	ACV	AL
5501	Acura	MDX	GA2586489	2005	Senior Center	PC	ACV	AL
0640	Ford	Escape	GA2586391	2005	Tax Assessor	L	ACV	AL
6425	Ford	Escape	GA2586413	2005	Sheriff	L	ACV	AL
6600	Ford	Van	GA2586404	2005	Sheriff	L	ACV	AL
9552	Ford	Police Interceptor	GA2586401	2005	Sheriff	PC	ACV	AL
1198	FSI North America Model F-YRR		GA30009692	2006	Emergency Services	TR	ACV	AL
2410	Ford	Crown Victoria	GA2586498	2006	Sheriff	PC	ACV	AL
4471	Ford	Ranger	GA2586395	2006	Health Dept.	L	ACV	AL
4472	Ford	Ranger	GA2586396	2006	61200- Park N Rec	L	ACV	AL
4936	Ford	F150	GA2586488	2006	Sheriff	PC	ACV	AL
9058	Ford	Ranger	GA2586397	2006	61200- Park N Rec	L	ACV	AL
1606	Ford	Expedition	GA2586474	2007	Coroner	L	ACV	AL
0250	Great Dane	Trailer	GA2586696	2007	Road Dept.	TR	ACV	AL
3775	Ford	Passenger Van	GA2586407	2007	Public Buildings	SSV	ACV	AL
0480	Haulmark Trailer	TS6X10DS2	GA2586467	2007	Sheriff	TR	ACV	AL
5923	Ford	F150	GA2586405	2007	EMA	L	ACV	AL
7791	Ford	Expedition	GA2586609	2007	Sheriff	PC	ACV	AL
2417	Ford	Escape 4x4	GA2586435	2008	Tax Assessor	L	ACV	AL
7774	Ford	Crown Victoria	GA2586424	2008	Sheriff	PC	ACV	AL
7777	Ford	Crown Victoria	GA2586423	2008	Sheriff	PC	ACV	AL
2534	Ford	Elkhart Shuttle Van	GA2586440	2010	Senior Center	SSV	ACV	AL
0676	Ford	Crown Victoria	GA2586451	2010	Sheriff	PP	ACV	AL
1323	Horton		GA30009698	2011	Emergency Services	TR	ACV	AL
2986	Horton		GA30009699	2011	Emergency Services	TR	ACV	AL
1278	Chevrolet	Caprice	GA2586650	2011	Sheriff	PP	ACV	AL
1280	Chevrolet	Caprice	GA2586651	2011	Sheriff	PP	ACV	AL
2918	Chevrolet	Caprice	GA2586652	2011	Sheriff CID 33210	PP	ACV	AL
3290	Ford	Crown Victoria	GA2586465	2011	Sheriff	PP	ACV	AL
3501	Ford	Crown Victoria	GA2586454	2011	Sheriff	PC	ACV	AL
3502	Ford	Crown Victoria	GA2586455	2011	Sheriff	PC	ACV	AL
0458	Ford	Crown Victoria	GA2586457	2011	Sheriff	PC	ACV	AL
2254	Ford	Expedition	GA30000433	2012	Sheriff's Office	PC	ACV	AL
1626	Chevrolet	Caprice	GA2638047	2012	33000	PC	ACV	AL
8094	Dodge	Charger	GA2586674	2012	Sheriff	PC	ACV	AL
7872	Chevrolet	Tahoe SSV	GA30004692	2013	S/O Detention 33260	PC	ACV	AL
2762	Dodge	Charger	GA2586475	2013	Sheriff	PC	ACV	AL
2763	Dodge	Charger	GA2586477	2013	Sheriff	PC	ACV	AL
2764	Dodge	Charger	GA2586476	2013	Sheriff	PC	ACV	AL
2765	Dodge	Charger	GA2586478	2013	Sheriff	PC	ACV	AL
2767	Dodge	Charger	GA2586479	2013	Sheriff	PC	ACV	AL
3309	Ford	Taurus	GA2586632	2013	Sheriff	PC	ACV	AL
4432	Ford	F150	GA2586482	2013	Park & Rec	L	ACV	AL
4063	Country Boy Carry On		GA30009690	2014	Emergency Services	TR	ACV	AL
3500	Dodge	Charger	GA2618924	2014	Sheriff	PC	ACV	AL
4618	Ford	F250	GA2586484	2014	Emergency Services	FC	ACV	AL
0047	Ford	Taurus	GA2586691	2014	Sheriff	PC	ACV	AL
0637	Ford	Explorer	GA2586487	2014	Emergency Services	FC	ACV	AL
6936	Dodge	Charger	GA2586494	2014	Sheriff	PC	ACV	AL

6938	Dodge	Charger	GA2586496	2014	Sheriff	PC	ACV	AL
6939	Dodge	Charger	GA2586491	2014	Sheriff	PC	ACV	AL
6940	Dodge	Charger	GA2586492	2014	Sheriff	PC	ACV	AL
6941	Dodge	Charger	GA2586493	2014	Sheriff	PC	ACV	AL
8173	Ford	Explorer	GA2586490	2014	Board of Commissioners	L	ACV	AL
3750	Ford	F800 Brush Truck	GA2586364	1982	Emergency Services	FT	ACV	AL/APD
7122	Chevrolet	C-70 (Tanker 6)	GA2586517	1987	Emergency Services	FT	ACV	AL/APD
7018	Ford	Cab & Chassis	GA2586389	1988	Emergency Services	FT	ACV	AL/APD
4189	Chevrolet	Tanker	GA2586372	1989	Road Dept.	H	ACV	AL/APD
2456		Lowboy Trailer	GA2586366	1992	Road Dept.	TR	ACV	AL
3418	Ford	F-450 (Engine 11)	GA2586459	1992	Emergency Services	FT	ACV	AL/APD
3006	Sutphen	Cab & Chassis	GA2586383	1996	Emergency Services	FT	ACV	AL/APD
0473	Chevrolet	Kodiak Dump Truck	GA2586368	1996	Road Dept.	H	ACV	AL/APD
6626	Chevrolet	3500	GA30003460	1997	EMS/Fire	AMB	ACV	AL/APD
2529	Superior	Utility	GA2586382	1997	Emergency Services	TR	ACV	AL
BCME	Stewart & Stevenson	M-1078 Cargo Truck	GA2586672	1997	Emergency Services	M	ACV	AL/APD
1263	Freightliner	Fire Truck	GA2586634	1999	Emergency Services	FT	ACV	AL/APD
1264	American LaFrance	Pumper	GA2586504	1999	Emergency Services	FT	ACV	AL/APD
2618	American LaFrance	Metropolitan	GA2659829	2000	35000	FT	ACV	AL/APD
2622	American LaFrance	FireTruck	GA2659830	2000	35000	FT	ACV	AL/APD
6750	American LaFrance	Pumper	GA2586503	2000	Emergency Services	FT	ACV	AL/APD
8136	Mack	RD688S	GA2586385	2000	Road Dept.	H	ACV	AL/APD
7046	Ford	F550	GA2586499	2001	Road Dept.	H	ACV	AL
2708	Homemade	Trailer	GA2586700	2002	Road Department	TR	ACV	AL
3009	Sutphen	Ladder Truck/Quint	GA2586662	2002	Emergency Services	FT	ACV	AL/APD
5221	Freightliner	Luverne FL70	GA2586374	2002	Emergency Services	FT	ACV	AL/APD
5222	Freightliner	Luverne FL70	GA2586375	2002	Emergency Services	FT	ACV	AL/APD
6527	Kenworth	Tanker	GA2586387	2004	Emergency Services	FT	ACV	AL/APD
6528	Kenworth	Tanker	GA2586384	2004	Emergency Services	FT	ACV	AL/APD
6317	Freightliner	Freightliner	GA2586402	2005	Emergency Services	FT	ACV	AL/APD
2117	Ford	Expedition	GA2586633	2007	Sheriff	PC	ACV	AL
0897	Freightliner	Ambulance	GA2586412	2007	Coroner - 37000	L	ACV	AL/APD
7001	Freightliner	Med Duty	GA2586441	2010	Coroner	L	ACV	AL/APD
2002	HME	Silverfox Rescue	GA2586473	2011	Emergency Services	FT	ACV	AL/APD
7544	Mack	Truck	GA2586639	2011	Road Dept	H	ACV	AL/APD
0159	International	4300	GA2586469	2012	Emergency Services	FT	ACV	AL/APD
4582	Ford	F550	GA2586483	2013	Emergency Services	FT	ACV	AL/APD
6974	Kenworth	T300	GA2586502	2014	Emergency Services	AMB	ACV	AL/APD
8203	Dodge	Charger	GA30006282	2015	Sheriff's Office, UPD	PC	ACV	AL/APD
297	Home		GA30009689	2015	Road Dept.	TR	ACV	AL/APD
6894	Homemade		GA30009696	2015	Sheriff	TR	ACV	AL/APD
6895	Homemade		GA30009697	2015	Sheriff	TR	ACV	AL/APD
1825	Chevrolet	Tahoe K1500	GA2586520	2015	Emergency Services	M	ACV	AL/APD
2893	Ford	E350 Shuttle Van	GA2586507	2015	Senior Citizens Center 55200	SSV	ACV	AL/APD
5015	Dodge	Charger	GA2586653	2015	Sheriff	PP	ACV	AL/APD
5139	Ford	F250	GA2586500	2015	Road Dept.	L	ACV	AL/APD
8201	Dodge	Charger	GA2586541	2015	Sheriff	PC	ACV	AL/APD
8202	Dodge	Charger	GA2586542	2015	Sheriff	PC	ACV	AL/APD
8820	Dodge	Charger	GA2586547	2015	Sheriff	PC	ACV	AL/APD
9118	Jackson Creek Mfg.	Adoption Trailer	GA2586538	2015	Animal Shelter	TR	ACV	AL/APD
9165	Chevrolet	Tahoe	GA2586519	2015	Emergency Services	M	ACV	AL/APD
1082	Ford	AWD 4Door	GA2586619	2016	Sheriff	PC	ACV	AL/APD
2586	Ford	Escape SE 4WD	GA2586544	2016	Planning	PC	ACV	AL/APD
3408	Ford	E350 Goshen Van	GA2586545	2016	Transit	SSV	ACV	AL/APD
5409	Ford	UT Explorer	GA2586620	2016	Sheriff	PC	ACV	AL/APD
8015	Ford	F450	GA2586636	2016	Emergency Services	AMB	ACV	AL/APD
9509	Ford	F250 Pickup	GA2586539	2016	Road Dept	L	ACV	AL/APD
9510	Ford	F250 Pickup	GA2586540	2016	Road Dept	L	ACV	AL/APD
8667	Ford	SUV	GA30006260	2017	Sheriff's Office, UPD	PC	ACV	AL/APD
1586	Ford	F-250 Truck	GA2586635	2017	Animal Shelter	M	ACV	AL/APD
2276	Ford	UT Explorer	GA2586655	2017	Sheriff	PP	ACV	AL/APD
2277	Ford	UT Explorer	GA2586656	2017	Sheriff	PP	ACV	AL/APD
2631	Mack Truck	GU713	GA2586621	2017	Road Dept.	H	ACV	AL/APD
3419	Ford	AWD 4Door Police	GA2586623	2017	Sheriff	PC	ACV	AL/APD
3420	Ford	AWD Police Intercept	GA2586627	2017	Sheriff	PC	ACV	AL/APD
3421	Ford	AWD 4Door Police	GA2586622	2017	Sheriff	PC	ACV	AL/APD
3422	Ford	AWD Police Intercept	GA2586626	2017	Sheriff	PC	ACV	AL/APD
4488	Ford	F-150	GA2586637	2017	Park & Rec	L	ACV	AL/APD
4564	Currahee	LandscapeTrailer	GA2586638	2017	Public Buildings	TR	ACV	AL/APD
4825	Ford	F150 Truck	GA2586647	2017	Road Dept.	L	ACV	AL/APD
4826	Ford	F150 Truck	GA2586648	2017	Road Dept.	L	ACV	AL/APD
5199	Ford XL 4WD	Super Duty F-350	GA2586667	2017	Fleet	M	ACV	AL/APD
5373	Diamond Cargo	Enclosed Cargo	GA2586649	2017	Emergency Services	STRL	ACV	AL/APD
5761	Ford	4x4 Chas Cab Rescue	GA2586657	2017	Emergency Services	M	ACV	AL/APD

0593	Kenworth	T370	GA2586640	2017	Emergency Services	FT	ACV	AL/APD
0594	Kenworth	T370	GA2586641	2017	Emergency Services	FT	ACV	AL/APD
6909	Ford	Expedition XL 4x4	GA2586630	2017	Emergency Services	FC	ACV	AL/APD
7685	Diamond Cargo	Enclosed Trailer	GA2586629	2017	Emergency Services	TR	ACV	AL/APD
7792	Ford Van	T-150 Transit Cargo	GA2586664	2017	Public Buildings	L	ACV	AL/APD
7946	Ford	F150 Truck	GA2586654	2017	Animal Shelter	L	ACV	AL/APD
8362	Ford	T-350 Transit Wagon	GA2586665	2017	Coroner - 37000	L	ACV	AL/APD
8668	Ford	AWD 4Door Police	GA2586624	2017	Sheriff Court Services	PC	ACV	AL/APD
9973	Ford	F-450 Ambulance	GA2586363	2017	Emergency Services	AMB	ACV	AL/APD
0818	Kenworth	T-370	GA30003382	2018	35000- EMS/ Fire	FT	ACV	AL/APD
5667	Galbreath		GA30009693	2018	Road & Bridges Dept	TR	ACV	AL/APD
2975	Ford	F-150 Truck	GA2586660	2018	Planning Dept.	L	ACV	AL/APD
4945	Ford	Explorer	GA2586675	2018	Sheriff	PP	ACV	AL/APD
8752	Ford	F150 Super Cab	GA2586669	2018	Public Buildings	M	ACV	AL/APD
9217	Mack Truck	GU713	GA2586663	2018	Road Dept.	H	ACV	AL/APD
0994	Ford	F550 Truck Super Dut	GA2586670	2018	Emergency Services	M	ACV	AL/APD
6818	Kenworth	T-370	GA30006269	2019	Emergency Services	FT	RC	AL/APD
1666	Ford	"T-350 148""	GA2586677	2019	Public Buildings	PP	ACV	AL/APD
2395	Ford	F-150 Truck	GA2586687	2019	Road Dept.	L	ACV	AL/APD
2396	Ford	F-150 Truck	GA2586688	2019	Road Dept.	L	ACV	AL/APD
0027	Ford	F-150	GA2586699	2019	Government Buildings	PP	ACV	AL/APD
3005	Ford	Taurus	GA2586684	2019	Sheriff	PC	ACV	AL/APD
3006	Ford	Taurus	GA2586682	2019	Sheriff	PC	ACV	AL/APD
3007	Ford	Taurus	GA2586681	2019	Sheriff	PC	ACV	AL/APD
3008	Ford	Taurus	GA2586683	2019	Sheriff	PC	ACV	AL/APD
3009	Ford	Taurus	GA2586680	2019	Sheriff	PC	ACV	AL/APD
4743	Ford	F-250	GA2586679	2019	Sheriff	PP	ACV	AL/APD
6890	Ford	F-150 Truck	GA2586690	2019	Road Dept.	L	ACV	AL/APD
7299	Ford	F-450 4x4 X-Series	GA2586689	2019	Emergency Services	AMB	RC	AL/APD
8070	Ford	F-150 Pickup	GA2586678	2019	Sheriff	PP	ACV	AL/APD
9527	Ford	F-150	GA2660563	2020	35000	M	ACV	AL/APD
7206	Currahee 2020		GA30009691	2020	Road Dept.	TR	ACV	AL/APD
1194	Ford	F450	GA2618933	2020	Emergency Services	AMB	ACV	AL/APD
1355	Ford	F150	GA2619975	2020	Planning	L	ACV	AL/APD
1357	Ford	F150	GA2622755	2020	Planning	M	ACV	AL/APD
1494	Chevrolet	Tahoe	GA2618930	2020	Sheriff	PC	ACV	AL/APD
1523	Chevrolet	Tahoe	GA2618928	2020	Sheriff	PC	ACV	AL/APD
1531	Chevrolet	Tahoe	GA2618926	2020	Sheriff UPD 33230	PC	ACV	AL/APD
6070	Mack Truck	GR64F	GA2586698	2020	Road Dept.	H	ACV	AL/APD
6618	Chevrolet	Tahoe	GA2618931	2020	Sheriff	PC	ACV	AL/APD
6662	Chevrolet	Tahoe	GA2618927	2020	Sheriff	PC	ACV	AL/APD
4078	Chevrolet	Tahoe	GA30002346	2021	33000	PC	ACV	AL/APD
7109	Chevrolet	Tahoe	GA30002599	2021	S/O UPD	PC	ACV	AL/APD
7109	Chevrolet	Tahoe	GA30002612	2021	S/O UPD 33230	PC	ACV	AL/APD
7649	Chevrolet	Tahoe	GA30002613	2021	S/O UPD 33230	PC	ACV	AL/APD
6975	Chevrolet	Tahoe	GA30002617	2021	S/O CID 33210	PC	ACV	AL/APD
3574	Mack	GR64F	GA30002347	2021	4200	H	ACV	AL/APD
5775	Ford	F150	GA30004852	2021	Road Dept	M	ACV	AL/APD
5776	Ford	F150	GA30004853	2021	Road Dept	M	ACV	AL/APD
2955	CHEVROLET	TAHOE	GA30006547	2021	CID-33210	PC	ACV	AL/APD
7414	Ford	Interceptor	GA2659919	2021	Commissioner	PP	ACV	AL/APD
4090	Ford	E450 Cutaway Chassis w Goshen Pacer Body	GA30002571	2022	55400	B	ACV	AL/APD
1419	Ford	F-600	GA30005217	2022	Road Dept	H	ACV	AL/APD
2863	Ford	Explorer Police	GA30006264	2022	Sheriff, Detention	PC	ACV	AL/APD
5287	FORD	EXPLORER POLICE	GA30006548	2022	33230--UPD	PC	ACV	AL/APD
2863	FORD	EXPLORER PLOICE	GA30006549	2022	33260- DETENTION	PC	ACV	AL/APD
3410	FORD	EXPLORER POLICE	GA30006891	2022	CID-33210	PC	ACV	AL/APD
2446	Dodge	Charger Police	GA30007830	2022	33230--UPD	PC	ACV	AL/APD
9397	FORD	Interceptor	GA30008125	2022	33230--UPD	PC	ACV	AL/APD
9032	FORD	Interceptor	GA30008126	2022	33230--UPD	PC	ACV	AL/APD
8835	FORD	Interceptor	GA30008127	2022	33230--UPD	PC	ACV	AL/APD
9071	FORD	Interceptor	GA30008128	2022	33230--UPD	PC	ACV	AL/APD
8981	FORD	Interceptor	GA30008129	2022	33230--UPD	PC	ACV	AL/APD
9019	FORD	Interceptor	GA30008130	2022	33230--UPD	PC	ACV	AL/APD
8851	FORD	Interceptor	GA30008131	2022	33230--UPD	PC	ACV	AL/APD
9419	FORD	Interceptor	GA30008132	2022	33230--UPD	PC	ACV	AL/APD
9921	FORD	Interceptor	GA30008133	2022	33230--UPD	PC	ACV	AL/APD
9838	FORD	Interceptor	GA30008134	2022	33230--UPD	PC	ACV	AL/APD
9167	FORD	Interceptor	GA30008135	2022	33230--UPD	PC	ACV	AL/APD
8982	FORD	Interceptor	GA30008136	2022	33230--UPD	PC	ACV	AL/APD
1761	Ford	F450 XL Traumahawk Type 1 Ambulance	GA30008561	2022	35000-EMS	AMB	ACV	AL/APD
4092	FORD	ESCAPE SUV	GA30008665	2022	51700-HEALTH DEPT	M	ACV	AL/APD
4055	FORD	ESCAPE SUV	GA30008666	2022	51700-HEALTH DEPT	M	ACV	AL/APD
5643	K&K Manufacturing		GA30009700	2022	Road & Bridges Dept	TR	ACV	AL/APD

5643	K&K MANUFACTURING	GA30009701	2022	42000- ROADS & BRIDGES	TR	ACV	AL/APD
9999	Homemade	GA30009694		Emergency Services	TR	ACV	AL/APD
9999	Homemade	GA30009695		Emergency Services	TR	ACV	AL/APD
8622	Landscape	GA30009702		Park & Rec	TR	ACV	AL/APD



Lumpkin County, Georgia

County Clerk

Date:

August 15, 2023

Agenda Item:

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

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:

MEMORANDUM

To: County Chairmen, Sole Commissioners and CEOs
Mayors of Consolidated Governments
c/o County Clerks, Managers or Administrators

From: Dave Wills, Executive Director

Date: 7/12/2023

Subject: Legislative Leadership Conference Business Session – Official

This is the official call for the business session at the ACCG Legislative Leadership Conference scheduled for Thursday, October 12th at the Jekyll Island Convention Center in Glynn County. The purpose of this session is to consider policies to be adopted by the membership and other business that may come before the body. Each county may appoint a voting delegate (*commissioner or county staff*) to cast its county's vote on matters coming before the business session.

In order for ACCG staff to conduct the voting process as smoothly as possible, we need the name of your county's delegate before the conference convenes. Credentials pickup will be announced once the conference agenda is finalized.

Please complete and return this page no later than Friday, August 25th. Send it to Tottianna Davis at tdavis@accg.org as a scanned email attachment or fax it to (678) 626-9642 to the attention of Tottianna Davis. Your prompt attention to this matter is greatly appreciated.

2023 LEGISLATIVE LEADERSHIP CONFERENCE VOTING DELEGATE

Name

Title

County



Lumpkin County, Georgia

Planning

Date:	August 15, 2023
Agenda Item:	Parcel 083 100 Site Development Extension Request (<i>Community & Economic Development Director Rebecca Mincey</i>)
Item Description:	The owners/developers of parcel 083 100, United Family Homes, are seeking a 4 month extension to January 20, 2024 for the the site development of the property.
Facts & Historical Information:	Planning staff has been working over the past 12 months with the applicant, but the project has experienced delays in beginning the site work. On September 20, 2022, the following motion was made related to the proposed development . Consideration from the BOC of the extension request is therefore required based on the motion stated below. <i>A motion was made by Commissioner Moran to approve the amendment to the character area designation of Parcel 083 100 from Residential Growth to Gateway Corridor Overlay District with the following condition: the use of the parcel is limited to multi-family development comprised of a maximum of 288 dwelling units and related amenities as proposed. Also, if site development of the multi-family use has not commenced within 12 months from the date of this resolution, the Character Area Map designation for Parcel 083 100 shall revert to Residential Growth without further action of the Lumpkin County Board of Commissioners. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.</i>
Potential Courses Of Action:	a. Approve the extension request as presented b. Approve the extension request with suggested revisions c. Do not approve the extension request d. Provide staff another course of action
Budget Impact:	None.
Staff Recommendation:	a. Approve the extension request as presented

Lumpkin County, GA

Summary

Parcel Number	083 100
Location Address	BRANDY MOUNTAIN ROAD
Legal Description	41.25 ACS LL 140 LD 11-0 (Note: Not to be used on legal documents)
Class	A5-Agricultural (Note: This is for tax purposes only. Not to be used for zoning.)
Character Area	GO
Tax District	County (District 01)
Millage Rate	24.757
Acres	41.25
Neighborhood	Rural ACC #3 (00003)
Homestead Exemption	No (\$0)
Landlot/District	140 / 11

[View Map](#)

Map



Owner

[UNITED FAMILY HOMES LLC](#)
8740 COLONIAL PLACE
DULUTH, GA 30097

Rural Land

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Woodlands	Rural	3	41.25

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
12/28/2021	1543 129	1-206 116	\$1,100,000	Multiple Tracts	TURNER CHARLES	UNITED FAMILY HOMES LLC
10/26/2015	1311 72	1-206 116	\$190,000	Land Market	COCKING PEGGY H	TURNER CHARLES
12/29/1997	Z18 285	4 44	\$227,900	Multiple Tracts	COCKING PEGGY HEAD	COCKING PEGGY H
6/1/1985	B5 95	4 44	\$0	AC		COCKING PEGGY HEAD

Area Sales Report

Sale date range:

From: 07/25/2020

To: 07/25/2023

Sales by Neighborhood

Sales by Area

1500

Feet

Sales by Distance

Valuation

	2023	2022	2021	2020	2019	2018
Previous Value	\$670,478	\$501,528	\$501,528	\$501,528	\$501,528	\$501,528
Land Value	\$737,526	\$670,478	\$501,528	\$501,528	\$501,528	\$501,528
+ Improvement Value	\$0	\$0	\$0	\$0	\$0	\$0
+ Accessory Value	\$0	\$0	\$0	\$0	\$0	\$0
= Current Value	\$737,526	\$670,478	\$501,528	\$501,528	\$501,528	\$501,528

Tax Collector

Tax Collector Website

Mailing Labels

Distance:

100

Feet



Use Address From:

☒ Owner ☐ Property

Select export file format:

Address labels (5160)



International mailing labels that exceed 5 lines are not supported on the Address labels (5160). For international addresses, please use the xlsx, csv or tab download formats.

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No data available for the following modules: Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Prebill Mobile Homes, Accessory Information, Permits, Photos, Sketches.

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Lumpkin County, Georgia

Special Projects

Date:	August 15, 2023
Agenda Item:	Naming of New Recreation Center (<i>Special Projects Director Ashley Peck</i>)
Item Description:	Approval of name for the new Recreation Center at Pinetree Way.
Facts & Historical Information:	Lumpkin County is currently constructing a new recreation facility at the end of Pinetree Way. The facility includes a double gym with basketball, volleyball and pickleball. The complex also includes 6 outdoor pickleball courts and a water park area. The water park includes a competition pool, lazy river, splash area and 2 water slides. The facility includes concessions and meeting/rental rooms. Construction of the new facility will be complete first quarter of 2024. A name for the new facility needs to be chosen. Names for consideration include: • Lumpkin County Recreation Center • Pinetree Recreation Center • Yahoola Recreation Center
Potential Courses Of Action:	A. Approve one of the suggested names for the new facility under construction at Pinetree Way. B. Do not approve one of the suggested names for the new facility under construction at Pinetree Way. C. Suggest and approve another name for the new facility under construction at Pinetree Way. D. Have staff compile a list of other suggestions and present to the Board for selection and approval.
Budget Impact:	There will be no impact to the budget.
Staff Recommendation:	



Lumpkin County, Georgia

County Clerk

Date:	August 15, 2023
Agenda Item:	Alcoholic Beverage License - Familia Vineyards, LLC. d/b/a: Horse Creek Winery at Doghobble Vineyard and Farm (<i>County Clerk Melissa Witcher</i>)
Item Description:	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.
Facts & Historical Information:	Sammy J. Zamarripa is applying for Familia Vineyards, LLC. d/b/a: Horse Creek Winery at Doghobble Vineyard and Farm to obtain a farm wines on premises alcoholic beverage license.
Potential Courses Of Action:	A. Approve the license. B. Deny the license.
Budget Impact:	
Staff Recommendation:	Approve the alcoholic beverage license.



Lumpkin County, Georgia

Water & Sewerage Authority

Date: August 15, 2023

Agenda Item: LCWSA - Request to reallocate encumbered ARPA Funds for Water Infrastructure Projects (*W&S Director Sean Phipps*)

Item Description: 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.

Facts & Historical Information: On August 17, 2021 the Lumpkin County BOC approved a request from LCWSA for use of ARPA funds to complete three phases of Water Infrastructure Projects within the River Trace Subdivision.

Project Name	Budget
Phase 1: River Trace Dr (North)	\$100,000
Phase 2: Jennifer Court	\$106,000
Phase 3: River Trace Dr (South) and Richard Ct	\$160,000

LCWSA has completed Phase 1 and Phase 2 by replacing failing “glue joint” PVC waterlines with new ductile iron water lines along these roadways. The water system improvements completed in Phase 1 and Phase 2 have resulted in improved system performance by eliminating substantial water loss that was occurring due to the deteriorated waterlines. As a result, LCWSA has experienced reduced Operations and Maintenance costs, and has eliminated frequent water outages for customers located in the area.

LCWSA Staff has determined that the existing waterlines in Phase 3 consist of a higher quality material than waterlines replaced in Phase 1 and Phase 2. Consisting of higher quality materials, the existing waterlines located in the Phase 3 are considered to have sufficient useful life expectancy that replacement is not warranted at this time.

LCWSA is requesting a reallocation of the funds encumbered for Phase 3 to replace deteriorated waterlines located in the Copper Ridge Subdivision. Completion of prioritized waterline replacements in the Copper Ridge Subdivision will help to reduce systemic water loss experienced in this area and result in more substantial system improvements than completion of the previously approved Phase 3 improvements.

Attached to this report, LCWSA has provided a summary of projects which have been approved for use of Lumpkin County ARPA funds.

Potential Courses Of Action:

- A. BOC approves reallocation of \$160,000 County ARPA funds for prioritized waterline replacements in the Copper Ridge Subdivision in lieu of completion of Phase 3 of River Trace improvements.
- B. BOC allocates a different amount of County ARPA funds for prioritized waterline the in the Copper Ridge Subdivision.
- C. BOC elects not to reallocate County ARPA funds and directs LCWSA to move forward with Phase 3 of River Trace improvements as previously approved.

Budget Impact:

The reallocation of encumbered APRA funds would not impact the operating budget for the County. ARPA funds have already been received by the County and are readily available. The scope of the project matches a spending priority for ARPA funds.

Staff Recommendation:

Staff recommends COA #A.

Summary of LCWSA Requests for use of Lumpkin County - ARPA / Local Fiscal Recovery Funds for Water & Sewer Infrastructure

Project Name	Funding Request	BOC COA	Approval Date	Funds Obligated	Funds Expended
Water Line Extension to Entrance of Proposed Reservoir Property	\$ 12,900	Approved	8/17/2021	\$ 12,900	\$ 12,900
River Trace Subdivision Water Infrastructure Phase 1 - River Trace Drive (North)	\$ 100,000	Approved	8/17/2021	\$ 100,000	\$ 100,000
River Trace Subdivision Water Infrastructure Phase 2 - Jennifer Court	\$ 106,000	Approved	8/17/2021	\$ 106,000	\$ 106,000
River Trace Subdivision Water Infrastructure Phase 3 - River Trace Drive (South) and Richard Court	\$ 160,000	Approved	8/17/2021	\$ 160,000	\$ -
Cane Branch Wastewater Treatment Plant Construction - SFRF Matching Funds*	\$ 3,000,000	Approved	8/17/2021	\$ 3,000,000	\$ -
Chestatee Industrial Park 2021 Water & Sewer System Improvements - EDA Grant Project	\$ 675,000	Approved	9/20/2022	\$ 675,000	
Red Oak Flats Wastewater Treatment Plant Acquisition	\$ 1,500,000	Approved	11/15/2022	\$ 1,500,000	\$ 1,500,000
Sherwood Forest Subdivision Water Infrastructure**	\$ 80,000	Approved	6/20/2023	\$ 80,000	\$ 80,000
				\$ 5,633,900	\$ 1,798,900

**BOC approved commitment of \$3,000,000 in matching funds for LCWSA's 2021 SFRF Grant Application on August 17, 2021. BOC approved recommitment of matching funds for LCWSA's 2022 SFRF Grant Application on September 20, 2022.*

***LCWSA initially presented Sherwood Forest Subdivision Water Infrastructure project to BOC on August 17, 2021 but the project cost was "To Be Determined". BOC approved \$80,000 budget for project on June 6, 2023.*