LUMPKIN COUNTY
Board of Commissioners
Work Session Agenda
Commissioners Boardroom

August 2, 2022
4:00 P.M.

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

- **CALL TO ORDER** Chairman Dockery
- **PRESENTATIONS**
  1. GA Forestry Annual Report *(Wesley Sisk)*
  2. Holly Theater Presentation
- **PROCLAMATIONS**
  3. Proclamation for the Lumpkin County 8U Baseball Team GRPA Class C State Championship Winners
- **MINUTES**
  4. Board of Commissioners - Work Session - Jul 5, 2022 4:00 PM
  5. Board of Commissioners - Special Called Work Session - Jul 16, 2022 9:00 AM
  6. Board of Commissioners - Work Session II - Jul 19, 2022 5:30 PM
  7. Board of Commissioners - Regular Meeting - Jul 19, 2022 6:00 PM
- **RESOLUTIONS**
  8. 2022 - 37 - Resolution Adopting the Statement of Ethics
  9. 2022 - 38 - Resolution to Amend the Character Area Map *(Planning Director Bruce Georgia)*
  10. 2022 - 39 - Reappoint Members to Planning Commission - Danny Clark, Seat 4 term expires 8/27/26
  11. 2022 - 40 - Resolution to Appoint Member to Board of Elections - Robin McIntosh to Seat 5 exp 12/31/2022
- **CONTRACTS/AGREEMENTS**
  12. 2022-050 - CTC Technology & Energy Professional Consulting Contract *(Development Authority Director Rebecca Mincey)*
  13. 2022-051 - Amend School Resource Officer IGA with Board of Education *(Finance Director Abby Branan)*
  14. 2022-052 - Amend IGA with Board of Education Concerning Aquatic Facility *(Special Projects Director Ashley Peck)*
- **OTHER ITEMS**

15. Voting Delegate – Legislative Leadership Conference
16. Alcoholic Beverage License – Massey Burns Inc. d/b/a 52 West Brewing *(County Clerk Melissa Witcher)*
17. LC Wimpy Airport Crack Sealing and Runway Remarking Bid Award (Contractor TBD) *(Public Works Director Larry Reiter)*
18. LC Wimpy Airport Consultant Proposal Committee *(Public Works Director Larry Reiter)*
19. Inmate Medical Services Statement for December 2021 – March 2022 *(Finance Director Abby Branan)*

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

Lumpkin County, Georgia

Board of Commissioners Department

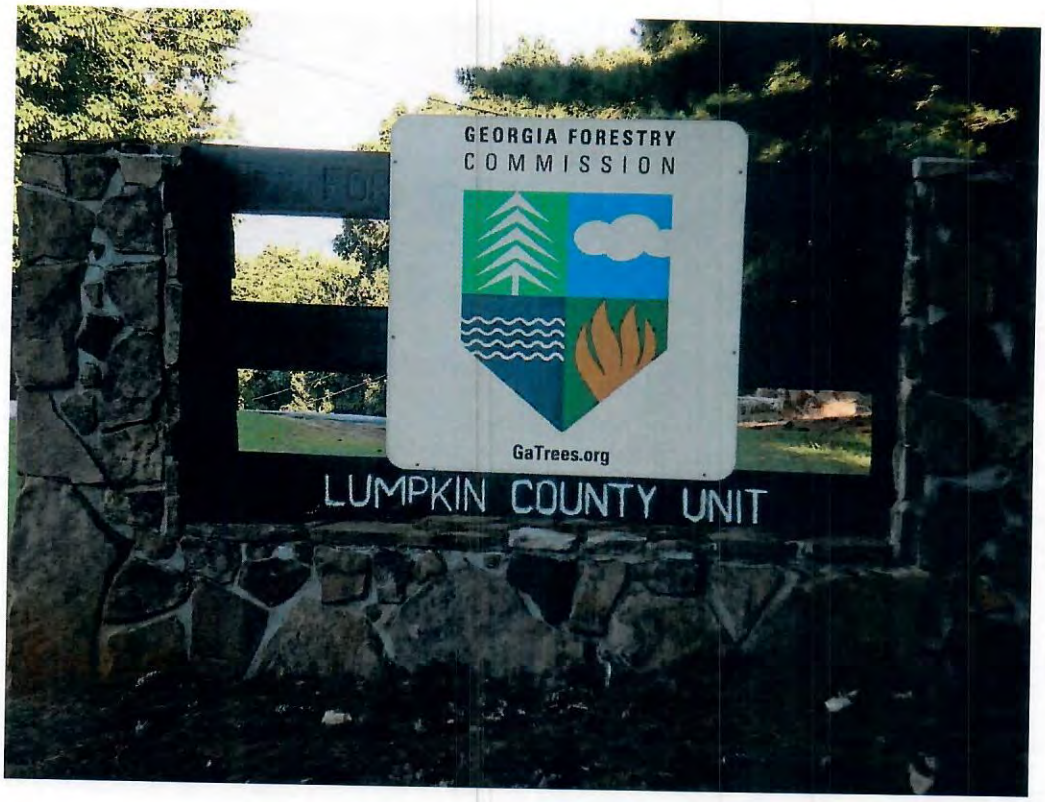
Date: August 2, 2022

Agenda Item: GA Forestry Annual Report

Item Description: GA Forestry Annual Report

Attachments:
Lumpkin Annual Report FY2022. Scan
GA OUTDOOR BURN NOTIFICATION SYSTEM MESSAGE POINTS

GEORGIA FORESTRY COMMISSION



LUMPKIN COUNTY UNIT

ANNUAL REPORT

Attachment: Lumpkin Annual Report FY2022. Scan (3484 : GA Forestry Annual Report)

FY 2022

GEORGIA FORESTRY COMMISSION VISION

Healthy, sustainable forests providing clean air, clean water and abundant products for future generations.

GEORGIA FORESTRY COMMISSION MISSION

The Georgia Forestry Commission provides Leadership, Service, and Education in the Protection and Conservation of Georgia's Forest Resources.

FORESTRY IN GEORGIA AND IN LUMPKIN COUNTY

Forestry in Georgia continues to be the leading industry in the state directly or indirectly resulting in nearly $30 billion to Georgia's economy, and a close second when considering compensation to employees and proprietors.

Of Georgia's 37 million acres, 24.4 million acres are considered to be forest land available for forest management purposes. Private non-industrial landowners own 89% of this land with forest industry controlling 15% and local, state and federal government owning 8%, and the remaining owned by private corporations.

Lumpkin County is comprised of 182,100 acres with 99,781 acres being identified as commercial forest land.

Attachment: Lumpkin Annual Report FY2022. Scan (3484 : GA Forestry Annual Report)

LUMPKIN COUNTY UNIT

The Georgia Forestry Commission along with other State and local governmental bodies has experienced numerous budget cuts over the last several years. The result has been a reduction statewide in the workforce since 1991. Even so, the Georgia Forestry Commission continues to lead all other state forestry agencies in the Southeast in wildland fire suppression. Georgia experienced 2773 fires statewide burning 17840 Acres this fiscal year 2022.

Georgia law provides that every County shall pay $0.10 per forested acre to provide for protection from Wildfire. This amount was changed in 2010 through passage of a legislation to allow the GFC to change from $0.03 to $0.10 per acre. This is the first increase since 1969. The monies paid by Lumpkin County to the State of Georgia for these purposes provide taxpayers of Lumpkin County:

Lumpkin County Unit

159 Crown Mountain Drive

Attachment: Lumpkin Annual Report FY2022. Scan (3484 : GA Forestry Annual Report)

Chief Ranger-Wesley Sisk, , Clayton Pierce -Ranger,
Lynn Smith-Supplemental Firefighters.

Attachment: Lumpkin Annual Report FY2022. Scan (3484 : GA Forestry Annual Report)

The Lumpkin Unit has 2 tractor plow units and one Type 6 and Type 7 Engine that respond to wildland fires and additionally are available to plow pre-suppression firebreaks or assist Lumpkin County landowners with control burns.

Attachment: Lumpkin Annual Report FY2022. Scan (3484 : GA Forestry Annual Report)

Fixed wing aircraft are assigned to fly wildfire detection flights every day that local conditions are conducive to fire activity. The Georgia Forestry Commission has (3) helicopters equipped with buckets staged at the State headquarters, and Waycross District Office that are available to suppress fires in Lumpkin County when needed.

Attachment: Lumpkin Annual Report FY2022. Scan (3484 : GA Forestry Annual Report)

SERVICES PROVIDED BY LUMPKIN COUNTY UNIT PERSONNEL

LUMPKIN COUNTY PRIVATE LAND

County = Lumpkin	Cause	Fires		Acres	Fires 5 Yr Avg	Acres 5 Yr Avg
Campfire	Campfire	0		0.00	0.80	0.34
Children	Children	0		0.00	0.20	0.12
Debris: Ag Fields, Pastures, Orchards, Etc	Debris: Ag Fields, Pastures, Orchards, Etc	0		0.00	0.40	0.22
Debris: Escaped Prescribed Burn	Debris: Escaped Prescribed Burn	0		0.00	0.20	0.02
Debris: Residential, Leafpiles, Yard, Etc	Debris: Residential, Leafpiles, Yard, Etc	4		26.15	2.00	8.23
Incendiary	Incendiary	1		3.78	0.60	0.98
Machine Use	Machine Use	0		0.00	0.60	0.16
Miscellaneous: Fireworks/Explosives	Miscellaneous: Fireworks/Explosives	0		0.00	0.40	0.32
Miscellaneous: Other	Miscellaneous: Other	1		5.20	0.20	1.04
Miscellaneous: Power lines/Electric fences	Miscellaneous: Power lines/Electric fences	0		0.00	0.20	0.12
Miscellaneous: Structure/Vehicle Fires	Miscellaneous: Structure/Vehicle Fires	1		0.25	1.40	0.54
Miscellaneous: Woodstove Ashes	Miscellaneous: Woodstove Ashes	0		0.00	0.40	0.06
Undetermined	Undetermined	2		0.50	2.00	2.09
Totals for County: Lumpkin Year: 2022		9		35.88	9.40	14.23

Wild Fires in Lumpkin County on USFS 3 fires 74.7 Acres
Total 11 Wild Fires 110.5 Acres in 2022

- **Fire Suppression**

Attachment: Lumpkin Annual Report FY2022. Scan (3484 : GA Forestry Annual Report)

During FY2022 the largest fire acreage cause was Debris Residential Burning. Fire Predictions for FY2023 are calling for above average fire behavior with dryer conditions.

The Lumpkin Unit works along with the Lumpkin County Fire Department as well as with other Fire Departments to control wildfires that threaten areas

Attachment: Lumpkin Annual Report FY2022. Scan (3484 : GA Forestry Annual Report)

Wildfire threatened residences along Highway 19 in Lumpkin County

Burnout operation at night to reduce fuels

Attachment: Lumpkin Annual Report FY2022. Scan (3484 : GA Forestry Annual Report)

Burnouts are typically done to "burnout" unburned fuel to reduce additional wildfire threats.

Attachment: Lumpkin Annual Report FY2022. Scan (3484 : GA Forestry Annual Report)

Firebreaks are used to stop wildfires that can destroy property as well as homes.

- **Burning Assistance FY2022**

Each Year Lumpkin Unit personnel issue burning permits and assist landowners with controlled and prescribed fire burning.

Burn Assistance in Lumpkin County

Type	Number	Acres
Agriculture	1	1
Silviculture	2	176
Land Clearing	2	1
Other	0	0
TOTAL	5	178

Presuppression Firebreaks Plowed in Lumpkin County

Attachment: Lumpkin Annual Report FY2022. Scan (3484 : GA Forestry Annual Report)

Customers	Hours	Miles
3	11	11

Burning Permits Issued

Type	Number	Acres
Agriculture Permits	97	28
Silviculture Permits	6	517
Land Clearing Permits	268	171
Online Permits		
Automated Telephone Permits		
TOTAL	371	616

Attachment: Lumpkin Annual Report FY2022. Scan (3484 : GA Forestry Annual Report)

Prescribed burns help reduce fuels and reduce the danger from a wildfire

Unit personnel assist landowners with burning debris piles.

Attachment: Lumpkin Annual Report FY2022. Scan (3484 : GA Forestry Annual Report)

- **INFORMATION & EDUCATION**

PROGRAM	NUMBER	PERSONS REACHED ** estimated	Promotional Items Distributed (each)	Literature Distributed (each)	TOTAL HOURS
Smokey Bear	5	196	1107	738	25
Newspaper Articles		**	N/A	N/A	
Wildland Urban Interface					
TOTAL	13	369	1107	738	25

Students meeting Smokey Bear

- **TRAINING**

Attachment: Lumpkin Annual Report FY2022. Scan (3484 : GA Forestry Annual Report)

Lumpkin Unit personnel are very active in wildland fire training. Unit personnel instruct classes through out the year to other Georgia Forestry Commission personnel, local Fire Departments as well as the U.S. Forest Service personnel.

Lumpkin Unit personnel conduct training exercises with local fire departments including the U.S. Forest Service

- **ADDITIONAL SERVICES**

Georgia Forestry Commission offers assistance to local fire departments through the Rural Fire Department Assistance Program. Through this program, local qualifying fire departments are provided a variety of equipment via a loan/lease agreement and/or secure equipment through cost share programs.

Lumpkin County currently is utilizing 1 GFC Fire Knocker Tanks.

Our CWPP Community Wildfire Protection Plan is ever changing and evolving as the years go on in fire control.

Attachment: Lumpkin Annual Report FY2022. Scan (3484 : GA Forestry Annual Report)

We are continuing to work on adopting another Firewise Community in Lumpkin County. The R-Ranch, Achasta, and Hightower Overlook communities have been actively pursuing national recognition through the Firewise Community/USA program. We hope to have R-Ranch recognized in the near future.

Future Plans for FY2023

It is the goal of the Georgia Forestry Commission in Lumpkin County to work closer with developers, homeowners, and County Official to better prepare Lumpkin County for the threat of future Wildfires that may come in contact with urban areas.

One way of reaching this goal is giving a better understanding and more exposure to Urban Interface in and around our communities. By teaching the public the concerns and dangers of Wildfire we can help minimize the exposure to homes built in and around wooded areas.

Our goal is to insure that landowners either building or purchasing homes on these beautiful wooded lots. Take a few extra measures in landscaping and preparation, to insure that the quality of life they are seeking is protected for the future. We will be encouraging each community in the county to become a Firewise Community and take the steps that go along with Firewise Program.

Attachment: Lumpkin Annual Report FY2022. Scan (3484 : GA Forestry Annual Report)

GEORGIA FORESTRY COMMISSION

GEORGIA'S OUTDOOR BURN NOTIFICATION SYSTEM
BURN LAW CHANGES MESSAGE POINTS

- Some changes in the law have modified the responsibilities of those intending to burn vegetative debris outdoors.
- People planning to burn hand-piled leaves, or naturally occurring yard debris, are no longer required to formally notify the Georgia Forestry Commission.
- The GFC's online and toll free burn notification systems will reflect this change on July 1, 2021, and will no longer be processing notification calls.
- People planning to burn debris must take full responsibility for keeping their fires contained and are required to ensure that five safety standards are followed.
- Those standards can be remembered with the "TAKE FIVE STAR."

Before you burn, "Take Five," and remember the acronym, "S-S-T-A-R." Each of the star's five points represents a burning safety standard:

S **Space** – Burn location must be no less than 25 feet from any woodlands, forestland or field that contains brush, grass or other flammable material.

S **Space** – Burn location must be no less than 50 feet from structures, which includes homes, outbuildings, sheds and barns.

T **Time** – Burning must take place between sunrise and sunset.

A **Attendance** – Person responsible must attend burning at all times until fire is completely extinguished and there is no risk for burning to escape control.

R **Reasonable Precautions** – Person responsible must take reasonable and necessary precautions to prevent fire escape or spread from the original location.

Reasonable precaution examples include:

Continuous pressurized water source on site, such as water hose. Buckets of water or hand-held sprayers do not meet legal requirements.

Man-made or natural barrier to contain your fire such as bare soil, rocks, bricks or burn barrel.

Hand tools or fire-containing equipment on site, such as rake, shove, garden hoe, etc.

Weather awareness to NWS red flag warnings, High Fire Danger designation of Class 4 or Class 5 days and other hazardous conditions, such as prolonged drought, low relative humidity or high winds, etc.

- As always, the person responsible will be liable for damages to adjacent properties due to fire escape.
- An Unlawful Burn Notice may be issued for not following the above requirements and suppression charges may be levied by the GFC IF a burn ignites a wildfire as a result of any of the preceding five standards not being followed.
- The 54-county GA EPD ban on summer outdoor burning remains fully in effect, May 1-September 30.
- Agriculture, silviculture and land-clearing burns for residential or commercial development DO require notification to the county forest ranger and a permit IS still required for these activities.

Attachment: GA OUTDOOR BURN NOTIFICATION SYSTEM MESSAGE POINTS (3484 : GA Forestry Annual Report)

Lumpkin County, Georgia

Board of Commissioners Department

Date: August 2, 2022

Agenda Item: Holly Theater Presentation

Item Description: Holly Theater Presentation

Attachments:
Use of County Facility - Public Benefit Annual Report v2 -2022
2022 Report to the Lumpkin County Commissioners Annex 2021 (2)

Use of County Facility/Funds – Annual Public Benefit Report

The Constitution of the State of Georgia prohibits a gift of funds, property, or use of property no matter the worthiness or the purpose or recipient even if there is no cost to the County. As an occupant of a county facility, the annual public benefit report enables us to provide proof we are not violating the gratuity clause of the Constitution of the State of Georgia. Reports are due 60 days after the end of the calendar year. A report should be completed for each location. Please attach a copy of your most recent audit, budget, and financial statements.

Please submit report to:

Lumpkin County Special Projects Director
99 Courthouse Hill, Suite H
Dahlonega, GA 30533

Year of Report: ___2021_____

Name of Organization: The Holly Theatre Community Center Inc.

Public Benefit/Service Provided: Performing arts education for children and musical and theater performances for the public

Mission/Vision Statement:

Mission:*The mission of the Holly Theatre Community Center Inc., a private, not-for-profit Georgia corporation, is to preserve, restore, and develop the historic Holly Theatre to be a family-participatory performing arts center that provides cultural enrichment and quality entertainment and education for adults and children of the communities of Dahlonega, Lumpkin County, and the North Georgia region.*

Vision: *We strive to be the premier community theatre for musical and theatrical entertainment and to be the leading educator and proponent of youth and adult community theatre in the North Georgia region by our 30th Anniversary in 2023.*

Is there a contract w/County? yes_ **Is your service authorized by law?** yes__

If yes, please provide corresponding code section or legislation:

Not-for-profit 501-c-3 organization, EIN 58-1963957

If you are in county provided space, do you provide services to non-Lumpkin County residents? Yes

If yes, please provide the percentage of non-Lumpkin County residents served.
50%

Attachment: Use of County Facility - Public Benefit Annual Report v2 -2022 (3305 : Holly Theater Presentation)

Please list all funding sources for your organization:

Ticket Sales, donations, fees, grants, distribution from the Holly Endowment Fund

Please list past year accomplishments:

The Holly Theatre's operations were suspended for the first half of the year for major renovations of the main stage and auditorium during the continued Covid-19 closure. The use of the historic Cannery became essential to keep some engagement with our public. We are able to rehearse a musical Ordinary Lives there, performed for the public at the Lumpkin County High School, and began rehearsals for three preview performances as the main theater became available (with health precautions in effect we performed *Godspell, The Train to Nibrock*, and *The Importance of Being Ernest*). Under the Governor's health guidelines, we also operated several summer camps for children, put together a team for theatre competition Junior Theatre Festival, and rehearsed *Beauty and the Beast* and *Holiday Inn* for the post-construction opening of the regular season.

Please list plan for upcoming year 2022:

We are one of the few arts organizations offering musical theater, dance, acting, playwriting and similar educational opportunities to children and youths in the region. The Holly uses use the Annex (Lumpkin County's historic Cannery building) for the majority of our educational activities. Use of this space also allows us to hold open auditions and start rehearsals for new productions, while our main theater is in almost constant use. This enables the Holly to offer a season of five (5) Broadway-type productions, three to five (3 – 5) HPA children's theater productions, and 10 to 12 professional tribute band concerts each year. The availability of the Annex building thus maximizes our educational and entertainment offerings to the public.

Additional Information:

_____

_____

_____

_____

Attachment: Use of County Facility - Public Benefit Annual Report v2 -2022 (3305 : Holly Theater Presentation)

Attachment: 2022 Report to the Lumpkin County Commissioners Annex 2021 (2) (3305 : Holly Theater

REPORT TO THE LUMPKIN COUNTY COMMISSIONERS ON THE USE OF THE HISTORIC CANNERY A.K.A. HOLLY THEATRE ANNEX IN 2021

HOLLY THEATRE
DAHLONEGA, GEORGIA

AUGUST 2, 2022

IVANA PELNAR-ZAIKO, CHAIRMAN OF THE BOARD, THE HOLLY THEATRE

THE HOLLY THEATRE'S MISSION ...

...is to *preserve, restore, and develop the historic Holly Theatre to be a family-participatory performing arts center that provides cultural enrichment and quality entertainment and education for adults and children of the communities of Dahlonega, Lumpkin county, and the North Georgia region.*

Attachment: 2022 Report to the Lumpkin County Commissioners Annex 2021 (2) (3305 : Holly Theater

OUR VALUES:

- *The Holly Theatre is a community organization dedicated to enriching the lives of everyone in our community. The stories we tell on our stage can be a powerful voice against the forces of injustice, hate, and prejudice.*
- *We remain committed to telling a variety of stories and providing a welcoming, supportive environment for anyone who wants to join us and support our mission--regardless of race, religion or national origin.*
- *We pledge always to listen to our community and work to build an even stronger foundation of openness, love and support in our theater.*

Attachment: 2022 Report to the Lumpkin County Commissioners Annex 2021 (2) (3305 : Holly Theater

“Without the additional space provided by Lumpkin County at the former Cannery, we would not be able to carry out our mission of serving the broader community, especially the next generation, the many talented children who represent our future.”

STEPHANIE GARRETT, ARTISTIC DIRECTOR

TYPES OF ACTIVITIES

- Public Auditions for Mainstage Shows and Junior Theatre Festival (JTF) Teams
- Rehearsals for Holly Performance Academy (HPA), JTF Teams and Mainstage Productions
- HPA Summer Camps for Children Aged 3 to 18
- Auditions for Leading Roles in Summer Camp Shows
- Performances of Camp Shows for Parents by Children Aged 3 - 6

Attachment: 2022 Report to the Lumpkin County Commissioners Annex 2021 (2) (3305 : Holly Theater

...and even painting backdrops

Attachment: 2022 Report to the Lumpkin County Commissioners Annex 2021 (2) (3305 : Holly Theater

JUNIOR THEATRE FESTIVAL

- The Holly JTF Teams have won multiple awards; never came home without one!
- Used for 30 days in 2021
- 2021 Team for January rehearsals prior to the competition
- 2022 Team for auditions and rehearsals

Attachment: 2022 Report to the Lumpkin County Commissioners Annex 2021 (2) (3305 : Holly Theater

AUDITIONS AND REHEARSALS FOR MAIN STAGE SHOWS (150 HRS)

Attachment: 2022 Report to the Lumpkin County Commissioners Annex 2021 (2) (3305 : Holly Theater

HPA: PRODUCTIONS AND CHILDREN'S EDUCATIONAL CAMPS

- Five summer camps were conducted for children aged 3 to 18
- Four (4) Disney Exploration Camps (by age)
- Playwriters' Camp
- Auditions and Rehearsals for Willy Wonka Jr.

Attachment: 2022 Report to the Lumpkin County Commissioners Annex 2021 (2) (3305 : Holly Theater

The Holly used the historic Cannery building for the required 200 hours in 2021 for education and entertainment activities open to the public. Approximately 50% participation was from Lumpkin residents.

Attachment: 2022 Report to the Lumpkin County Commissioners Annex 2021 (2) (3305 : Holly Theater

OUTLOOK - 2022

- In the first seven months, we have already used the Annex for more than 240 hours
- HPA:
  - Rehearsals 40 hrs.
  - Children educational camps 12 hrs.
  - JTF 30 hrs.
- Main Stage production rehearsals 140 hrs.
- Auditions 24 hrs.

Attachment: 2022 Report to the Lumpkin County Commissioners Annex 2021 (2) (3305 : Holly Theater

Children learning and rehearsing in the historic Cannery

Attachment: 2022 Report to the Lumpkin County Commissioners Annex 2021 (2) (3305 : Holly Theater

THANK YOU

Hollytheater.com info@hollytheater.com 706-530-5162

Attachment: 2022 Report to the Lumpkin County Commissioners Annex 2021 (2) (3305 : Holly Theater

Lumpkin County, Georgia

Board of Commissioners Department

Date: August 2, 2022

Agenda Item: Proclamation for the Lumpkin County 8U Baseball Team GRPA Class C State Championship Winners

Item Description: Proclamation for the Lumpkin County 8U Baseball Team GRPA Class C State Championship Winners

Attachments:
2022 Proclamation LC 8U Baseball Team

Proclamation of Appreciation

Lumpkin County Indians
8U Baseball Team

WHEREAS, *the Lumpkin County Indians 8U Baseball Team has made history with the first ever victory in the Georgia Recreation and Park Association State Championship. The small but mighty team dominated the championship tournament with an undefeated 4-0 streak, including conquering Gilmer County not once, but twice; and*

WHEREAS, *each one of these extraordinary players displayed the determination needed to succeed on the field of competition, and worked together to create an unparalleled defense, and have developed a bond so strong it will hold as one of the greatest throughout their lifetime; and*

WHEREAS, *with the unfailing support of dedicated parents and coaches, the team battled through three vigorous tournaments, culminating in a 10-2 record.*

NOW THEREFORE, BE IT RESOLVED *that the Members of the Lumpkin County Board of Commissioners hereby honor the Lumpkin County Indians 8U Baseball Team and their Coaches Greg Murray, James Pulley, Justin Rogers, Jeremy Smith, Shawn Sosebee, and Tucker Greene, and further proclaim August 16th, 2022 as* ***Lumpkin County Indians 8U Baseball Team Day****.*

IN WITNESS WHEREOF, *we have set our hand and caused the seal of Lumpkin County to be affixed this 16th day of August, 2022.*

Lumpkin County, Georgia

_____

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____

Melissa Witcher, County Clerk

Attachment: 2022 Proclamation LC 8U Baseball Team (3461 : Proclamation for the Lumpkin County 8U Baseball Team GRPA Class C State

LUMPKIN COUNTY
Board of Commissioners
Work Session Minutes
Commissioners Boardroom

July 5, 2022
4:00 P.M.

CALL TO ORDER

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

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

PRESENTATIONS

1. Special Cash Distribution for ACCG Workers' Compensation Program

Special Cash Distribution for ACCG Workers' Compensation Program

PROCLAMATIONS

2. Proclamation for the Lumpkin County 8U Baseball Team GRPA Class C State Championship Winners

Proclamation for the Lumpkin County 8U Baseball Team GRPA Class C State Championship Winners

MINUTES

3. Board of Commissioners - Work Session - Jun 7, 2022 4:00 PM
4. Board of Commissioners - Special Called Work Session - Jun 14, 2022 1:30 PM
5. Board of Commissioners - Work Session II - Jun 28, 2022 2:00 PM
6. Board of Commissioners - Regular Meeting - Jun 28, 2022 2:15 PM
7. Board of Commissioners - Special Called Work Session - Jun 28, 2022 2:30 PM

RESOLUTIONS

8. 2022 - 35 - Appoint Member Region One DBHDD Advisory Planning Board - Daniel Bosanko exp 10.19.2025

Minutes Acceptance: Minutes of Jul 5, 2022 4:00 PM (MINUTES)

Appoint Member Region One DBHDD Advisory Planning Board - Daniel Bosanko with a term expiring 10.19.2025

CONTRACTS/AGREEMENTS

9. 2022-040 - Legacy Link SFY 2022 Addendum #2 *(Senior Center Manager Linda Kirkpatrick)*

Legacy Link Addendum #2. This amends the contract that Lumpkin County Board of Commissioners entered into with Legacy Link, Inc. (Contract #2021-028-A-S approved on July 20, 2021) for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening and support services, and Transportation for senior adults in Lumpkin County.

10. 2022-041 - Legacy Link SFY 2023 Local Share Match & Commitment Letter *(Senior Center Manager Linda Kirkpatrick)*

Legacy Link SFY 2023 Local Share Match & Commitment Letter. Local Share Match and Commitment Letter for the state fiscal year 2023 (July 1, 2022 – June 30, 2023) Each year the Lumpkin County Board of Commissioners is requested to submit an approved Local Share Match Commitment Letter and to pay its local share match. This year the match is $12,450.00.

11. 2022-042 - GDOT 5311 FY2023 Transit Grant Award *(Public Works Director Larry Reiter)*

GDOT 5311 FY2023 Transit Grant Award. Consideration of GDOT 5311 contract for Lumpkin County Transit for FFY 2023 (July 1, 2022 – June 30, 2023) On November 1, 2021 Lumpkin County Board of Commissioners made application to the Georgia Department of Transportation (GDOT) for continuation of funding for the 5311 Rural Transit program for FFY2023. This application has been approved and accepted by GDOT and requires a vote by the Lumpkin County Board of Commissioners to accept or decline the contract.

12. 2022-043 - Quality Tire Scrap Tire Recycling Service Agreement *(Public Works Director Larry Reiter)*

Quality Tire Scrap Tire Recycling Service Agreement. Consideration of Service Agreement for the disposal of scrap tires generated annually through Lumpkin County Fleet Department. This agreement guarantees the cost of disposal rate at $170.00 per ton weight for the next 12 months after acceptance of agreement.

Commissioner Mayfield asked if we do a lot of tire recycling, but Mr. Reiter, the Public Works Director, explained that this agreement is for old tires from County vehicles. However, this same agreement can be used for a scrap tire roundup program. We typically get two to three tractor trailers full of tires when we host the scrap tire recycling events, but the event is only for individuals, not companies who deal in tires.

13. 2022-044 - Discuss Mark Robinson Request for Transfer Station Fee Increase *(Public Works Director Larry Reiter)*

Discuss Mark Robinson Request for Transfer Station Fee Increase. Request to increase the per ton fee for the transfer station from $50 per ton to $55 per ton.

Chairman Dockery asked how many tons Mark Robinson hauls annually. Mr. Reiter estimated it is probably 90 tons per month. With the rate going up by five dollars, this would amount to an extra $5,400 per year.

14. 2022-045 - Georgia Power Company Lighting Replacement Proposal *(Public Works Director Larry Reiter)*

Georgia Power Company Lighting Replacement Proposal. Lighting Proposal with Georgia Power for the replacement of 34 street lights on county owned property.

Minutes Acceptance: Minutes of Jul 5, 2022 4:00 PM (MINUTES)

Commissioner Mayfield asked Mr. Reiter if it was true we will not have to pay for the lights. Mr. Reiter replied affirmatively and said it is similar to the upgrade they did on the Justice Center. It reduces the electrical burden on GA Power's generating facilities.

15. 2022-046 - SRTA Toll Exemption MOU For Emergency Services (for Law Enforcement) *(Finance Director Abby Branan)*

SRTA Toll Exemption MOU For Emergency Services (for Law Enforcement). Consideration of the SRTA Toll Exemption for Emergency Services (for Law Enforcement).

Chairman Dockery asked if this exemption will cover Fire/EMS vehicles as well. Abby Branan said it currently will be only for Sheriff's Office vehicles since there has not been a need for EMS to be included. The Chairman said we should also include EMS vehicles, so Ms. Branan said she would coordinate with Fire Chief David Wimpy to get those added.

16. 2022-047 - Mobile Communications Service Agreement *(E-911 Director Carlton Chester)*

Mobile Communications Service Agreement. Renewal of Annual Preventive Maintenance and Testing Agreement.

17. 2022-048 - Consideration of Amendments to the 2022 Health Insurance Plans *(Community & Employee Services Director Alicia Davis)*

Consideration of Amendments to the 2022 Health Insurance Plans. Request for the Board of Commissioners to Consider Approving Amendments to the 2022 Health Insurance Plans.

Commissioner Mayfield asked whether this would be an additional cost to the employees, and Alicia Davis replied that it is not. This is just in response to a new law that was passed regarding surprise billing. Ms. Davis has asked Healthgram to include any future plan amendments during our normal renewal period, and they agreed to try.

OTHER ITEMS

18. GDOT Grant Funding for LC Wimpy Airport Crack Seal and Relocate Threshold Project *(Public Works Director Larry Reiter)*

GDOT Grant Funding for LC Wimpy Airport Crack Seal and Relocate Threshold Project. Commitment for 25% funding for this project at the Lumpkin County airport.

Chairman Dockery asked if staff requires a consensus from the Board of Commissioners to speed up this process, and Mr. Reiter replied yes, because GDOT requires the response letter by July 15th. If the BOC agrees, he can proceed and send them a letter of commitment. Chairman Dockery said the crack sealing will help extend the life of the runway, and the threshold is having to be reduced as the trees grow taller around the runway. The Commissioners were in agreement to move ahead and ratify it at the regular meeting.

19. Proposal for Technical & Grant Administrative Services for Broadband Infrastructure Project *(Development Authority Director Rebecca Mincey)*

Proposal for Technical & Grant Administrative Services for Broadband Infrastructure Project. The DALC & Lumpkin County have received notice of funding from the Georgia American Rescue Plan Act State Fiscal Recovery Fund (ARPA SFRF) and the U.S. Department of Commerce for the National Telecommunications and Information Administration (NTIA) for broadband infrastructure. US Treasury Final Rule requires, subrecipients of these funds have controls, oversight, and monitoring in place. The County nor the DALC can rely upon NTIA or ARPA SFRF staff, auditors, or contractors to serve as this control mechanism. The County and DALC must demonstrate their own policies and procedures in place to assist with project oversight, implementation, tracking and collection of data, and reporting. The Program Manager services outlined in the

Minutes Acceptance: Minutes of Jul 5, 2022 4:00 PM (MINUTES)

proposal will work on behalf of the DALC and Lumpkin County Government staff to ensure there is no fraud, waste, or abuse associated with the grant funds.

Development Authority Executive Director Rebecca Mincey gave an update on the Broadband Infrastructure project. She shared that there will be a Broadband Infrastructure Project Open House on Monday, July 11, at 5:30 pm at Park & Rec. Chairman Dockery raised some concerns about making sure the broadband partner has accountability for the work they perform.

COUNTY MANAGER

Alan Ours gave an update on the new pool/gymnasium project. Last week, he met with Architecture Unlimited and Carroll-Daniel Construction to discuss the pool design and priorities. The architect is going to realign some components to consider the needs we discussed last week in terms of potentially having 8 lanes and a cover. Mr. Ours said they will meet again July 13th and he will hopefully have a new estimated cost for additional lanes along with a construction schedule. It takes a certain amount of time for the documents and bids to come in, and we also have to consider pre-ordering the steel for the gymnasium building. Staff will then need direction from the Board of Commissioners on what option to pursue.

Chairman Dockery said we will have to be careful. We need to avoid the previous issue that happened, where we began with a proposal and everyone started adding things. We then find out we can't afford the pool we like, so we scale it down. Then people want to start adding things again, causing it to become too expensive. The pool can't have all of these fancy features unless someone pays for it. We need to look at how we plan to maintain and operate this pool. Going from 3 lanes to 8 lanes will require a lot more heating if we do decide to heat the pool. The Chairman said it is estimated to cost $47,000 annually just to heat 3 lanes, so imagine that figure with 8 lanes. Should we have 3 heated lanes or 8 unheated lanes? It is easy to keep adding new features, but we must use caution, he urged.

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Mayfield said as far as the pool, we do need to watch out for scope creep. However, he wants us to avoid repeatedly making small changes and having everything get delayed by increments. If we need to have special called meetings to expedite the process, he said, then he is willing to make himself available as needed.

Chairman Dockery congratulated Commissioner Stringer on the birth of his new son.

PUBLIC COMMENT (Agenda Specific)

Mr. Reiter said the housing supplier for Radar Signs is backed up for six to eight weeks, so the signs will be delayed.

ADJOURNMENT

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Minutes Acceptance: Minutes of Jul 5, 2022 4:00 PM (MINUTES)

Melissa Witcher
County Clerk, Lumpkin County

LUMPKIN COUNTY
Board of Commissioners
Special Called Work Session Minutes
Executive Conference Room

July 16, 2022
9:00 AM

CALL TO ORDER

The meeting was called to order at 9:05 AM by Chairman Chris Dockery

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

DISCUSS 2023 BUDGET

A. Possible Budget Reductions

Finance Director Abby Branan presented a spreadsheet showing the budget areas the staff had reduced at the request of the commissioners. She said they had deducted the excess vacancies from the health insurance that were figured at family coverage. This deduction was a large portion of the savings and staff has found ambulance fees and animal shelter fees that could be increased. There is a custodian, real property appraiser, and two road maintenance workers positions that can be frozen, if the BOC decided to freeze them. They could also remove the Yahoola Creek Park turfplane treatment and delay the airport project. If they chose to do those big decision points then they would save $491,139. Commissioner Mayfield asked if the 4 positions were currently open and we are just asking to not fill them. County Manager Ours affirmed those positions have been open for a few months. Commissioner Mayfield asked how that would affect the services provided.

Ms. Branan said the commissioners still have to decide what they want to do about the Coroner's salary, the library, and the Deputy Magistrate Judge requests. Mr. Ours disclosed the appraiser position has been vacant for a while. The Board of Assessors has agreed to an outside company to come in and reevaluate the commercial properties. That will take a huge load off of the Appraiser's Office. Chairman Dockery asked if there was a better way and cost-efficient way to run that office, like if we could hire someone to do all of the commercial properties for the cost of one appraiser's salary.

Commissioner Mayfield questioned if it was necessary to have 2 to 3 vehicles to go to every emergency call? Mr. Ours has spoken to the Chief and Sheriff about cutting off the vehicles at each call to assist in the fuel costs. He clarified the turfplane treatment was requested by the Parks and Recreation Manager to smooth out the lip on the fields, so they have an even playing field. Chairman Dockery asked if this is something that people could get together in the community to do. Commissioner Greene responded the company does use different equipment to do the work, but he is not sure if it is something that they could do themselves. However, it is something they could look into. His only concern is, he wouldn't want to do something like this and it cause a problem later on down the road. Commissioner Stringer asked if it is just the transition in the infield and outfield and Commissioner Greene confirmed. Commissioner Greene would advise getting rid of all of the grass in the infield and go with all-dirt fields. He said that 99% of all of the fields they play on are dirt fields.

Minutes Acceptance: Minutes of Jul 16, 2022 9:00 AM (MINUTES)

If there is a supplement to the Magistrate position, it would have to carry on until she retires. Chairman Dockery is not in favor of doing that because they can never take it away. He thinks they should let her know that they appreciate her working extra hours when there was a vacancy but unfortunately, they can't support an increase because they cannot make it a one-time supplement. He does think they need to make an adjustment for the Coroner's salary. Ms. Branan reminded them the Coroner will receive a $5,000 increase at the beginning of the year. There was discussion on whether his figures that he provided had included the increase that begins in January. The Commissioners had figured an average of $25,379.50 at the meeting with the coroner. That is the average amount of the Dawson, Fannin, Gilmer, and White County Coroners' salaries. Chairman Dockery asked if we increased the coroner salary to the average amount, what would that increase be? The consensus was not to touch the Deputy Coroner's salary; that will be up to the Coroner to figure out. The total increase would equate to $9,000.

Chairman Dockery stated the library had requested a COLA (cost of living adjustment) and a merit increase. His only question is since the library gets an appropriation, is there any way to make sure the money will go for the increases? Ms. Branan responded they provide a detailed finance report of where the funds are allocated. The consensus was to put the COLA and merit increase in the budget totaling $12,069. Chairman Dockery asked if the state is giving them any kind of increase towards their salaries. Mr. Ours said staff will check on that to make sure there isn't double pay. The Board was in agreement of the increased ambulance fees of $100,000 and the $6,360 animal shelter increased fees. They also supported freezing the positions, removing the turfplane treatment, and delaying the airport project. The increases for the Coroner of $9,000 and library of $12,069 were included after verification from the state of no increase to the library. They were not in support of an increase for the Magistrate Judge.

B. Millage Options

Ms. Branan went through the millage rate calculations and on the third page she provided three different scenarios. The last scenario shows to take the inflationary growth, keep the millage rate the same, and in order to yield to balance the budget, that would have us using $1 million of fund balance. She explained that the middle of the page is at a 100% collection rate. However, they figure a 97% collection rate for the budget because they do not get 100% of collections. They have a tax prior years budget line item that they figure for collection of late taxes. Chairman Dockery asked if that includes any tax sales. Ms. Branan replied it does not include sold property, it is just prior years taxes. We do not budget for tax sales.

Commissioner Mayfield asked if we are still within the ACCG recommended fund balance parameters. Ms. Branan confirmed after the changes and $1 million from fund balance, we are at 24%. ACCG recommends between 15-25%. Commissioner Stringer questioned why they wouldn't want to use the fund balance to balance the budget and not increase the incorporated rate even at 24%. Ms. Branan responded when you get over the 25% that is recommended, then you look at capital improvements that have been removed or neglected in order to balance the budget. Commissioner Stringer and Commissioner Moran were both in agreement that right now is not the right time to ask for more from the citizens. The inflation and gas increases will be hard on the residents, so they do not think now is the right time to increase taxes. Ms. Branan said staff tries to figure as conservative as possible each year. Commissioner Mayfield thinks the staff and County Manager have done a great job bringing options to them that he has never thought of before. There was discussion to see about checking with surrounding counties on ambulances and possibly changing out the chassis on the current ones. Ms. Branan asked for direction on the millage rates. The Commissioners decided to take the Planning Department's requested trucks from the Planning fund balance. The consensus was to keep incorporated and unincorporated at the 2021 millage rates.

Proposed Gymnasium/Outdoor Water Park/Pickelball Courts

C. Design Review

Mr. Ours said the revised plan for the aquatic center includes two basketball courts, six pickleball courts, and two meeting rooms. They designed it so they can add bleachers later. The contract would include conduit in the ground for lighting, but the pickleball teams think they could raise enough money for the lighting. They also think the tournaments will increase revenue to the county. Chairman Dockery suggested including a credit card machine that could be swiped to pay for lighting, for a set amount of time. Mr. Ours discussed the idea with the pickleball team who are on board and thought that would be a great idea. Mr. Ours said after talking about the

Minutes Acceptance: Minutes of Jul 16, 2022 9:00 AM (MINUTES)

pool some, the architect switched some things up, to accommodate the possible bubble that could be placed around the pool. The pool has been increased to an 8-lane pool.

D. Estimated Cost Projection

Chairman Dockery stated originally the 3-lane pool was going to be heated by the school system. Now we are increasing the lanes and the depth which will increase the volume. He wanted to make sure everyone understands that if the school decides not to heat the pool, then it will not be heated. He said the same thing for the bubble. If the swim team and school want to figure out a way to swim year-round then that is up to them. The Commissioners said they were all on the same page that they are providing what they have promised to the community. The plan also includes a water slide and lazy river.

E. Funding Options

The total estimated cost is $11,878,556. Mr. Ours pointed out some cost savings because of some rock that is there, but they are not going to have to go as deep as what they were going to do with the aquatic center. This number does not include FF&E. The latest estimated number is $710,302 for that, but they still have more work to do before finalizing anything. He explained that option 2 included paying off the Justice Center early which eliminates that debt from future SPLOST programs. There will be proceeds from bonds that will pay the debt service on the aquatic center until the 2026 SPLOST. Trey Monroe recommends going to the bond market in September if the BOC is ok with moving in that direction. Chairman Dockery asked how it relates to the aquatic center and if they need to approve anything Tuesday night to move forward. Mr. Ours responded staff will work up something on Monday to get everything moving forward. Commissioner Greene asked if the parking lot lighting is not included. Mr. Ours explained that is typically leased from GA Power.

ADJOURNMENT

The meeting was adjourned at 11:15 AM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Jul 16, 2022 9:00 AM (MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Work Session II Minutes
Commissioners Boardroom

July 19, 2022
5:30 P.M.

Minutes Acceptance: Minutes of Jul 19, 2022 5:30 PM (MINUTES)

CALL TO ORDER

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

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

CONSIDERATION OF MINUTES

1. Board of Commissioners - Work Session - Jun 7, 2022 4:00 PM
2. Board of Commissioners - Special Called Work Session - Jun 14, 2022 1:30 PM
3. Board of Commissioners - Work Session II - Jun 28, 2022 2:00 PM
4. Board of Commissioners - Regular Meeting - Jun 28, 2022 2:15 PM
5. Board of Commissioners - Special Called Work Session - Jun 28, 2022 2:30 PM

RESOLUTIONS

6. 2022 - 35 - Appoint Member Region One DBHDD Advisory Planning Board - Daniel Bosanko exp 10.19.2025

Appoint Member Region One DBHDD Advisory Planning Board - Daniel Bosanko with a term expiring 10.19.2025

7. 2022 - 36 - Resolution Authorizing the Staff & Professionals to Proceed with the Issuance of Revenue Bonds

Resolution Authorizing the Staff & Professionals to Proceed with the Issuance of Revenue Bonds

CONTRACTS/AGREEMENTS

8. 2022-040 - Legacy Link SFY 2022 Addendum #2 *(Senior Center Manager Linda Kirkpatrick)*

Legacy Link Addendum #2. This amends the contract that Lumpkin County Board of Commissioners entered into with Legacy Link, Inc. (Contract #2021-028-A-S approved on July 20, 2021) for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening and support services, and Transportation for senior adults in Lumpkin County.

9. 2022-041 - Legacy Link SFY 2023 Local Share Match & Commitment Letter *(Senior Center Manager Linda Kirkpatrick)*

Legacy Link SFY 2023 Local Share Match & Commitment Letter. Local Share Match and Commitment Letter for the state fiscal year 2023 (July 1, 2022 – June 30, 2023) Each year the Lumpkin County Board of Commissioners is requested to submit an approved Local Share Match Commitment Letter and to pay its local share match. This year the match is $12,450.00.

10. 2022-042 - GDOT 5311 FY2023 Transit Grant Award *(Public Works Director Larry Reiter)*

GDOT 5311 FY2023 Transit Grant Award. Consideration of GDOT 5311 contract for Lumpkin County Transit for FFY 2023 (July 1, 2022 – June 30, 2023) On November 1, 2021 Lumpkin County Board of Commissioners made application to the Georgia Department of Transportation (GDOT) for continuation of funding for the 5311 Rural Transit program for FFY2023. This application has been approved and accepted by GDOT and requires a vote by the Lumpkin County Board of Commissioners to accept or decline the contract.

11. 2022-043 - Quality Tire Scrap Tire Recycling Service Agreement *(Public Works Director Larry Reiter)*

Quality Tire Scrap Tire Recycling Service Agreement. Consideration of Service Agreement for the disposal of scrap tires generated annually through Lumpkin County Fleet Department. This agreement guarantees the cost of disposal rate at $170.00 per ton weight for the next 12 months after acceptance of agreement.

12. 2022-044 - Discuss Mark Robinson Request for Transfer Station Fee Increase *(Public Works Director Larry Reiter)*

Discuss Mark Robinson Request for Transfer Station Fee Increase. Request to increase the per ton fee for the transfer station from $50 per ton to $55 per ton.

13. 2022-045 - Georgia Power Company Lighting Replacement Proposal *(Public Works Director Larry Reiter)*

Georgia Power Company Lighting Replacement Proposal. Lighting Proposal with Georgia Power for the replacement of 34 street lights on county owned property.

14. 2022-046 - SRTA Toll Exemption MOU For Emergency Services (for Law Enforcement) *(Finance Director Abby Branan)*

SRTA Toll Exemption MOU For Emergency Services (for Law Enforcement). Consideration of the SRTA Toll Exemption for Emergency Services (for Law Enforcement).

15. 2022-047 - Mobile Communications Service Agreement *(E-911 Director Carlton Chester)*

Mobile Communications Service Agreement. Renewal of Annual Preventive Maintenance and Testing Agreement.

16. 2022-048 - Consideration of Amendments to the 2022 Health Insurance Plans *(Community & Employee Services Director Alicia Davis)*

Consideration of Amendments to the 2022 Health Insurance Plans. Request for the Board of Commissioners to Consider Approving Amendments to the 2022 Health Insurance Plans.

Minutes Acceptance: Minutes of Jul 19, 2022 5:30 PM (MINUTES)

17. 2022-049 - Local Option Sales Tax Joint Agreement

Local Option Sales Tax Joint Agreement. This is for approval of the joint agreement with the City of Dahlonega on the distribution of the Local Option Sales Tax.

OTHER ITEMS

18. GDOT Grant Funding for LC Wimpy Airport Crack Seal and Relocate Threshold Project *(Public Works Director Larry Reiter)*

GDOT Grant Funding for LC Wimpy Airport Crack Seal and Relocate Threshold Project. Commitment for 25% funding for this project at the Lumpkin County airport.

19. Proposal for Technical & Grant Administrative Services for Broadband Infrastructure Project *(Development Authority Director Rebecca Mincey)*

Proposal for Technical & Grant Administrative Services for Broadband Infrastructure Project. The DALC & Lumpkin County have received notice of funding from the Georgia American Rescue Plan Act State Fiscal Recovery Fund (ARPA SFRF) and the U.S. Department of Commerce for the National Telecommunications and Information Administration (NTIA) for broadband infrastructure. US Treasury Final Rule requires, subrecipients of these funds have controls, oversight, and monitoring in place. The County nor the DALC can rely upon NTIA or ARPA SFRF staff, auditors, or contractors to serve as this control mechanism. The County and DALC must demonstrate their own policies and procedures in place to assist with project oversight, implementation, tracking and collection of data, and reporting. The Program Manager services outlined in the proposal will work on behalf of the DALC and Lumpkin County Government staff to ensure there is no fraud, waste, or abuse associated with the grant funds.

20. Gymnasium/Outdoor Pool/Pickleball Courts *(County Manager Alan Ours)*

Gymnasium/Outdoor Pool/Pickleball Courts. A capital project consisting of a gymnasium, outdoor pool and water park amenities and six pickleball courts.

COUNTY MANAGER

Mr. Ours said the pool project includes only two water slides, not three. There had been some misunderstanding due to the way the slides were portrayed on the architect's drawings.

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

Sheriff Stacy Jarrard said he has been collaborating with Lumpkin County Fire/EMS and the University of North Georgia to put together a volunteer search and rescue team. They are accepting donations and are planning to purchase a Labrador retriever to assist with tracking, which will have a handler at the LCSO. Deputy EMA Director Lorraine Morris will be leading the training program for the volunteers. Sheriff Jarrard said anyone is welcome to the search and rescue team, not just UNG students or cadets.

ADJOURNMENT

Minutes Acceptance: Minutes of Jul 19, 2022 5:30 PM (MINUTES)

The meeting was adjourned at 5:42 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Jul 19, 2022 5:30 PM (MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Minutes
Commissioners Boardroom

July 19, 2022
6:00 P.M.

Minutes Acceptance: Minutes of Jul 19, 2022 6:00 PM (MINUTES)

CALL TO ORDER

The meeting was called to order at 6:02 PM by Chairman Chris Dockery

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

INVOCATION

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

CONSIDERATION OF AGENDA

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

PUBLIC COMMENTS (Agenda Specific)

CONSIDERATION OF MINUTES

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

1. Board of Commissioners - Work Session - Jun 7, 2022 4:00 PM
2. Board of Commissioners - Special Called Work Session - Jun 14, 2022 1:30 PM
3. Board of Commissioners - Work Session II - Jun 28, 2022 2:00 PM
4. Board of Commissioners - Regular Meeting - Jun 28, 2022 2:15 PM
5. Board of Commissioners - Special Called Work Session - Jun 28, 2022 2:30 PM

RESOLUTIONS

6. 2022 - 35 - Appoint Member Region One DBHDD Advisory Planning Board - Daniel Bosanko exp 10.19.2025

Appoint Member Region One DBHDD Advisory Planning Board - Daniel Bosanko with a term expiring 10.19.2025

Motion: *A motion was made by Chairman Dockery to appoint Daniel Bosanko with a term expiring 10/19/2025. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

7. 2022 - 36 - Resolution Authorizing the Staff & Professionals to Proceed with the Issuance of Revenue Bonds

Resolution Authorizing the Staff & Professionals to Proceed with the Issuance of Revenue Bonds

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

REPORTS

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

Elected Officials

CONTRACTS/AGREEMENTS

8. 2022-040 - Legacy Link SFY 2022 Addendum #2 *(Senior Center Manager Linda Kirkpatrick)*

Legacy Link Addendum #2. This amends the contract that Lumpkin County Board of Commissioners entered into with Legacy Link, Inc. (Contract #2021-028-A-S approved on July 20, 2021) for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening and support services, and Transportation for senior adults in Lumpkin County.

Motion: *A motion was made by District 4 Commissioner Moran to approve Legacy Link SFY 2022 Addendum #2. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

9. 2022-041 - Legacy Link SFY 2023 Local Share Match & Commitment Letter *(Senior Center Manager Linda Kirkpatrick)*

Legacy Link SFY 2023 Local Share Match & Commitment Letter. Local Share Match and Commitment Letter for the state fiscal year 2023 (July 1, 2022 – June 30, 2023) Each year the Lumpkin County Board of Commissioners is requested to submit an approved Local Share Match Commitment Letter and to pay its local share match. This year the match is $12,450.00.

Motion: *A motion was made by District 1 Commissioner Greene to approve Legacy Link SFY 2023 Local Share Match & Commitment Letter. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

10. 2022-042 - GDOT 5311 FY2023 Transit Grant Award *(Public Works Director Larry Reiter)*

GDOT 5311 FY2023 Transit Grant Award. Consideration of GDOT 5311 contract for Lumpkin County Transit for FFY 2023 (July 1, 2022 – June 30, 2023) On November 1, 2021 Lumpkin County Board of Commissioners made application to the Georgia Department of Transportation (GDOT) for continuation of funding for the 5311 Rural Transit program for FFY2023. This application has been approved and accepted by GDOT and requires a vote by the Lumpkin County Board of Commissioners to accept or decline the contract.

Motion: *A motion was made by Chairman Dockery to approve GDOT 5311 FY2023 Transit Grant Award. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

11. 2022-043 - Quality Tire Scrap Tire Recycling Service Agreement *(Public Works Director Larry Reiter)*

Minutes Acceptance: Minutes of Jul 19, 2022 6:00 PM (MINUTES)

Quality Tire Scrap Tire Recycling Service Agreement. Consideration of Service Agreement for the disposal of scrap tires generated annually through Lumpkin County Fleet Department. This agreement guarantees the cost of disposal rate at $170.00 per ton weight for the next 12 months after acceptance of agreement.

Motion: *A motion was made by District 4 Commissioner Moran to approve Quality Tire Scrap Tire Recycling Service Agreement. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

12. 2022-044 - Discuss Mark Robinson Request for Transfer Station Fee Increase *(Public Works Director Larry Reiter)*

Discuss Mark Robinson Request for Transfer Station Fee Increase. Request to increase the per ton fee for the transfer station from $50 per ton to $55 per ton.

Motion: *A motion was made by District 1 Commissioner Greene to approve Discuss Mark Robinson Request for Transfer Station Fee Increase. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

13. 2022-045 - Georgia Power Company Lighting Replacement Proposal *(Public Works Director Larry Reiter)*

Georgia Power Company Lighting Replacement Proposal. Lighting Proposal with Georgia Power for the replacement of 34 street lights on county owned property.

Motion: *A motion was made by District 4 Commissioner Moran to approve Georgia Power Company Lighting Replacement Proposal. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

14. 2022-046 - SRTA Toll Exemption MOU For Emergency Services (for Law Enforcement) *(Finance Director Abby Branan)*

SRTA Toll Exemption MOU For Emergency Services (for Law Enforcement). Consideration of the SRTA Toll Exemption for Emergency Services (for Law Enforcement).

Motion: *A motion was made by District 1 Commissioner Greene to approve SRTA Toll Exemption MOU For Emergency Services (for Law Enforcement). The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

15. 2022-047 - Mobile Communications Service Agreement *(E-911 Director Carlton Chester)*

Mobile Communications Service Agreement. Renewal of Annual Preventive Maintenance and Testing Agreement.

Motion: *A motion was made by District 4 Commissioner Moran to approve Mobile Communications Service Agreement. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

16. 2022-048 - Consideration of Amendments to the 2022 Health Insurance Plans *(Community & Employee Services Director Alicia Davis)*

Consideration of Amendments to the 2022 Health Insurance Plans. Request for the Board of Commissioners to Consider Approving Amendments to the 2022 Health Insurance Plans.

Motion: *A motion was made by District 4 Commissioner Moran to approve Consideration of Amendments to the 2022 Health Insurance Plans. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

17. 2022-049 - Local Option Sales Tax Joint Agreement

Minutes Acceptance: Minutes of Jul 19, 2022 6:00 PM (MINUTES)

Local Option Sales Tax Joint Agreement. This is for approval of the joint agreement with the City of Dahlonega on the distribution of the Local Option Sales Tax.

Motion: *A motion was made by Chairman Dockery to approve Local Option Sales Tax Joint Agreement. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

OTHER ITEMS

18. GDOT Grant Funding for LC Wimpy Airport Crack Seal and Relocate Threshold Project *(Public Works Director Larry Reiter)*

GDOT Grant Funding for LC Wimpy Airport Crack Seal and Relocate Threshold Project. Commitment for 25% funding for this project at the Lumpkin County airport.

Motion: *A motion was made by District 4 Commissioner Moran to approve GDOT Grant Funding for LC Wimpy Airport Crack Seal and Relocate Threshold Project. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

19. Proposal for Technical & Grant Administrative Services for Broadband Infrastructure Project *(Development Authority Director Rebecca Mincey)*

Proposal for Technical & Grant Administrative Services for Broadband Infrastructure Project. The DALC & Lumpkin County have received notice of funding from the Georgia American Rescue Plan Act State Fiscal Recovery Fund (ARPA SFRF) and the U.S. Department of Commerce for the National Telecommunications and Information Administration (NTIA) for broadband infrastructure. US Treasury Final Rule requires, subrecipients of these funds have controls, oversight, and monitoring in place. The County nor the DALC can rely upon NTIA or ARPA SFRF staff, auditors, or contractors to serve as this control mechanism. The County and DALC must demonstrate their own policies and procedures in place to assist with project oversight, implementation, tracking and collection of data, and reporting. The Program Manager services outlined in the proposal will work on behalf of the DALC and Lumpkin County Government staff to ensure there is no fraud, waste, or abuse associated with the grant funds.

Motion: *A motion was made by District 4 Commissioner Moran to approve Proposal for Technical & Grant Administrative Services for Broadband Infrastructure Project. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

20. Gymnasium/Outdoor Pool/Pickleball Courts *(County Manager Alan Ours)*

Gymnasium/Outdoor Pool/Pickleball Courts. A capital project consisting of a gymnasium, outdoor pool and water park amenities and six pickleball courts.

Motion: *A motion was made by District 4 Commissioner Moran to approve Gymnasium/Outdoor Pool/Pickleball Courts. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Greene thanked staff for their work on the pool project and said he was grateful for all of the community input. Commissioner Moran agreed and said it will satisfy the need of several different groups. Chairman Dockery stated it will serve a larger demographic than just an aquatic center.

Minutes Acceptance: Minutes of Jul 19, 2022 6:00 PM (MINUTES)

PUBLIC COMMENTS

Public Works Director Larry Reiter said there will be a check presentation from GDOT to the County for the widening and improvements at the intersection of Pine Tree Way and Morrison Moore Parkway. The event will take place at 9:00 AM on Monday.

ADJOURNMENT

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

The meeting ended at 6:18 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Jul 19, 2022 6:00 PM (MINUTES)

Lumpkin County, Georgia

Board of Commissioners Department

Date: August 2, 2022

Agenda Item: Resolution Adopting the Statement of Ethics

Item Description: Resolution Adopting the Statement of Ethics

LUMPKIN COUNTY RESOLUTION NO. 2022-37

A RESOLUTION TO ADOPT A STATEMENT OF ETHICS

Whereas, the Lumpkin County Board of Commissioners desires to adopt a Statement of Ethics applicable to the Board of Commissioners;

Now, therefore, it is hereby resolved that the Statement of Ethics attached hereto and incorporated herein by this reference is approved and adopted;

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

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Attachments:
Statement of Ethics
Res 2001-52 Adopting Code of Ethics

Statement of Ethics
Lumpkin County, Georgia

As representatives of Lumpkin County, we subscribe to the following:

I. Put loyalty to the highest moral principles and to Country, State, and County above loyalty to persons, party, or government department.

II. Uphold the Constitution, laws, and legal regulations of the United States and the State of Georgia and of all governments therein, and never be a party to their evasion.

III. Uphold the Lumpkin County Code of Ethics.

IV. Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for renumeration or not, and never accept, for myself or my family, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of my governmental duties.

V. Make no private promises of any kind binding upon the duties of office, since a government official has no private word which can be binding on public duty.

VI. Engage in no business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of my governmental duties.

VII. Never use any information coming to me confidentially in the performance of governmental duties as a means for making private profit.

VIII. Uphold these principles, ever conscious that public office is a public trust.

AGREED TO, this ___ day of _____, 20__.

Chair:_____
Signature

_____
Printed Name

District 1: _____
Signature

_____
Printed Name

District 2: _____
Signature

_____
Printed Name

District 3: _____
Signature

_____
Printed Name

District 4: _____
Signature

_____
Printed Name

Attachment: Statement of Ethics (2022 - 37 : Resolution Adopting the Statement of Ethics)

LUMPKIN COUNTY RESOLUTION NO. 01-52

A Resolution Adopting the Lumpkin County Code of Ethics

Whereas, the governing authority of Lumpkin County desires to adopt a code of ethics governing the employees and elected officials of Lumpkin County.

Now therefore, it is hereby resolved that the code of ethics attached hereto as Exhibit "A" are adopted and shall be known as the Lumpkin County Code of Ethics.

Resolved, adopted and effective this 27th day of December, 2001.

Stephen W. Gooch
Lumpkin County Commissioner

Attest:

Ruth A. Bohac
Clerk, Lumpkin County

Attachment: Res 2001-52 Adopting Code of Ethics (2022 - 37 : Resolution Adopting the Statement of Ethics)

LUMPKIN COUNTY CODE OF ETHICS

Preamble

The citizens and businesses of Lumpkin County are entitled to fair, ethical, and accountable local government. County officials and employees hold positions of public trust and their actions must remain above suspicion. In keeping with the commitment of the county commissioner to excellence of public service, the effective and objective performance of democratic government requires that:

- Public officials, both elected and appointed, comply with the letter and spirit of the laws and policies effecting the operations of government;
- Public officials be independent, impartial, and fair in both their judgments and actions;
- Public office be used for the public benefit alone and not for personal gain and;
- Public deliberations and processes be conducted openly in an atmosphere of respect, fraternity, and civility.

In order to preserve respect for local government and promote public trust in the integrity and objectivity of government officials and employees, the Lumpkin County Commissioner shall henceforth adopt this Code of Ethics for the Lumpkin County Government and the administrations therein. The establishment of this code shall guarantee the citizens of Lumpkin County the fair, ethical, and effective operation of their government.

The Code of Ethics

Sec.1 The Public Trust

In recognition of the primary concern of the public interest, public officials shall strive for the common good of the people of Lumpkin County and not for any personal or private interest. Public officials shall administrate fair and equal treatment of all persons, claims, and transactions, regardless of race, age, sex, or association, petitioning before the Lumpkin County Government.

Sec.1a "Public official" shall mean any and all employees, elected or appointed to county government.
Sec.1b "Persons" shall mean any individual, government, organization, or business.
Sec.1c "Claims and transactions" shall mean any contract or negotiated legal exchange between persons and Lumpkin County government.

Attachment: Res 2001-52 Adopting Code of Ethics (2022 - 37 : Resolution Adopting the Statement of Ethics)

Sec.2 Compliance with the Law

The public officials of Lumpkin County shall comply with all laws, statues, and ordinances of the national, state, and local government in the performance of their duties.

Sec.3 The Conduct of Public Officials

The professional and personal conduct of Lumpkin County officials shall avoid even the appearance of impropriety. Officials shall refrain from abusive conduct, personal charges, or verbal affronts upon the character, motives, or intents of other officials or public citizens.

Sec.4 Conflicts of Interest

In order to assure independence and impartiality on behalf of Lumpkin County citizens, officials shall not use public positions to influence or otherwise effect government decisions or actions in which they possess a material financial interest, or where there is deemed an organizational responsibility or personal relationship interest which may present an apparent or real conflict of interest. Officials shall disclose investments, interest in real property, and sources of income and gifts that present conflicts of interest in decision-making. Officials shall abstain from participation in deliberations or decision-making where any conflicts are deemed to exist.

Sec.4a "Conflicts of Interest" shall mean any decision, deliberation, advisement, or other association that presents an apparent or real conflict between an official's performance in government and that same official's performance in a private capacity.
Sec.4b "Organizational responsibility" shall mean any responsibility to an organization other than the administrations of Lumpkin County government.
Sec.4c "Personal relationship" shall mean any relationship, whether of immediate kinship and blood relation or that of sustained or material friendship.
Sec.4d "Gift" shall mean any material or otherwise arrangement in excess of $50.00 that, in design, is an attempt to afford special interest in any transaction pertaining to the actions of any official of Lumpkin County government.

Sec.5 Gifts and Public Favor

Officials shall not accept any special advantage of services or opportunities for personal gain, by virtue of public office, that is not available to the public at large. Officials shall not accept any gift, favor, or promise for future benefit that may influence or compromise their independence of judgment or action, or that may appear to influence such judgment or action.

Sec.5a "Favor" shall mean any non-monetary action, article, or arrangement that attempts to influence or direct an official in public deliberations.
Sec.5b "Promise for future benefit" shall mean any arrangement, offer, or otherwise understanding that attempts to influence the present deliberation of public officials through the promise of future benefit for either the public official or said official's associations, outside interests, acquaintances, or relatives.

Attachment: Res 2001-52 Adopting Code of Ethics (2022 - 37 : Resolution Adopting the Statement of Ethics)

Sec.6 Use of Public Resources

Officials shall refrain from the use of public resources, not available to the public at large, for private gain or personal purposes.

Sec.7 Advocacy

Officials shall represent the policies and positions of the county government to the best of their abilities when designated as delegates for such purpose. When representing their own individual opinions or positions, officials shall state explicitly that such information is not representative of the position of any administrative body within the Lumpkin County government and shall not allow such an inference to occur.

Sec.8 Policy Role of Officials

Officials shall respect and adhere to the administration of county government. Officials shall not interfere with the administrative functions or the professional duties of government officials or impair the ability of staff to implement the decisions of administrative government.

Sec.8a "Interference" shall mean any action with the motive not conducive to the management of established administrational policy direction.

Sec.9 Independence of Boards and Commissions

Recognizing the value of boards and commissions in the public policy decision-making process, officials shall refrain from using public positions to improperly influence the deliberations, administrations, or decisions of established board of commission proceedings.

Sec.10 Positive Work Environment

Officials shall support and contribute to the maintenance of a positive and constructive workplace environment. Recognizing their special role in the public trust, officials shall refrain from creating the perception or reality of inappropriate direction or action toward other government officials and staff.

Attachment: Res 2001-52 Adopting Code of Ethics (2022 - 37 : Resolution Adopting the Statement of Ethics)

Lumpkin County, Georgia

Planning Department

Date: August 2, 2022

Agenda Item: Resolution to Amend the Character Area Map

Item Description: Resolution to Amend the Character Area Map (Regular Meeting). United Family Homes, LLC. has submitted a Character Area Map Amendment request for Map/Parcel 083-100, Dahlonega, GA 30533.

Facts & Historical Information:

1. On 7 October 2021, the applicant met with the Planning Review Committee to discuss the land use and development requirements.

2. On 7 July 2022, the applicant met again with the Planning Review Committee to discuss the project, and informed the developers of the change in Land Use Regulations with regard to their project.

3. On 10 July 2022, the Planning Department received the CAM application from United Family Homes, LLC. The request is for changing the current character area of Residential Growth to the Gateway Corridor Overlay District.

4. On 8 August 2022, the Planning Commission will hear the CAM from Residential Growth to Gateway Corridor Overlay District and will provide the BOC with the recommendation immediately following the meeting date. The Planning Department will provide the board with the Planning Commissions recommendation in an updated staff analysis.

Land Use: Chapter 27

The current Character Area for parcel 083-100 is Residential Growth. The developer also owns a contiguous parcel 082-269, within the Gateway Corridor Overlay District. This parcel will be the access to the multi-family development. A DOT entrance permit is being staffed. The total acreage for both parcels is approximately 50 acres. The land use regulations allow for multi-family development in both Character Areas. Note that the performance standards require 2 acres per unit (RG) in the restrictive development category. This requirement does not apply to the Gateway Corridor Overlay District, as it's in the General Development Category.

The performance standards for multi-family are:

Road Classification			ACTIVITIES	ACRES	BUFFER (ft)	SETBACKS (ft) from		SCREENING (ft)	
A	C	L				Adjoining Property	Road R.O.W.	Total	Partial

♦	♦	♦	Multi-Family Development*	R	**	200	250	250	250	300
♦	♦	♦		G	4	25	50	50	50	75
			*See Ch. 26 Sec. 604 for further requirements. **2 acres per unit in restrictive development.							

The development standards for development in the Gateway Corridor Overlay District (Reflected in the Gateway Overlay District Development Design Guidelines) regulate a higher standard for architectural finishes, landscaping, signage and lighting.

Land Development: Chapter 26

The following reflects the multi-family development density standards based on infrastructure.

Density, maximum bedrooms per acre:

Individual well and septic:	Four bedrooms/acre.
Shared/community well and septic:	Four bedrooms/acre.
Public water and septic:	Six bedrooms/acre.
Public water (with buildings sprinklered) and septic:	Eight bedrooms/acre.
Public water and public sewer:	Twelve bedrooms/acre.
Public water (buildings sprinklered) and public sewer:	Sixteen bedrooms/acre.

Potential Course of Action:

1. Approve the character area map amendment as requested.
2. Approve the character area map amendment with conditions.
3. Table or deny the character area map amendment request.

Budgetary Impact:

None

Planning Commission's Recommendation:

<Insert Resolution Here>

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Attachments:
1743_HWY 60 _Deed
2022-07-15_UFH - Hwy 60 Letter of Intent
2022-07-21_Highway 60 Apartments - Combined Concept
220716_Hwy 60 Apartments - Render 1
220716_Hwy 60 Apartments - Render 2
220716_Hwy 60 Apartments - Render 3
220716_Hwy 60 Apartments - Render 4
220716_Hwy 60 Apartments - Render 5
220716_Hwy 60 Apartments - Render 6
220716_Hwy 60 Apartments - Render 7
220716_Hwy 60 Apartments - Render 8
220716_Hwy 60 Apartments - Render 9
220716_Hwy 60 Apartments - Render 10
220716_Hwy 60 Apartments - Render 11
Location Map with Character Area
United Family Homes_Ownership document

BOLING RICE LLC

A LIMITED LIABILITY COMPANY

Zack A. Rice
Paul J. McGruder
Renee D. T. Welch
Taylor H. Rice

207 PIRKLE FERRY ROAD
CUMMING, GEORGIA 30040

Of Counsel:
Angie Martin McKinney
Samuel R. Bagwell

Matthew C. Bottoms

Leon Boling (1919 - 2015)
Larry H. Boling (1951 - 1991)

Telephone: 770.887.3162
Facsimile: 770.889.8824
Facsimile: 770.844.6602

March 17, 2022

United Family Home LLC
8740 Colonial Place
Duluth, GA 3097

Re: Brandy Mountain Road, Dahlonega, GA

To Whom It May Concern:

Enclosed herewith please find the original recorded Limited Warranty Deed and Owner's Title Policy for the above referenced property. Please place these documents in safe keeping.

We appreciate the opportunity of assisting you with this matter. If we can be of further assistance, please let us know.

Kindest regards,

Wendi Payne
Post Closing
Enclosures
#80855

Attachment: 1743_HWY 60 _Deed (2022 - 38 : Resolution to Amend the Character Area Map)

DOC# 000067
FILED IN OFFICE
1/6/2022 01:15 PM
BK:1543 PG:129-130
RITA HARKINS
CLERK OF COURTS
LUMPKIN COUNTY

REAL ESTATE TRANSFER
TAX PAID: $1100.00
PT-61 093-2022-000032

AFTER RECORDING, RETURN TO:
Zack A. Rice
Boling Rice LLC
207 Pirkle Ferry Road
Cumming, GA 30040
#80855

STATE OF GEORGIA

COUNTY OF FORSYTH

LIMITED WARRANTY DEED

THIS INDENTURE is made as of **December 28, 2021**, between **Charles Turner, III** (hereinafter referred to as "Grantor") and **United Family Home LLC, a Georgia limited liability company** (hereinafter referred to as "Grantee"), ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee the following:

All that tract or parcel of land lying and being in Land Lot 140, 11th District, 1st Section of Lumpkin County, Georgia, containing 43.719 acres, more or less, as shown on a plat of survey, dated August 25, 2015, prepared for Charles Turner by Jessie R. Henderson, Georgia Registered Land Surveyor, No. 2985, recorded in Plat Cabinet 1, Slide 206, page 116, Lumpkin County, Georgia records. Said plat and the record thereof are incorporated herein by reference for a more complete description of subject property.

AND

Attachment: 1743_HWY 60 _Deed (2022 - 38 : Resolution to Amend the Character Area Map)

All that tract or parcel of land lying and being in Land Lots 140 and 149, 11th District, originally of Hall County, now Lumpkin County, Georgia, consisting of 8.18 acres, according to a Survey For: Hoyt Robinson Estate, dated July 29, 2000, last revised March 17, 2021, by Jason D. Watkins, Registered Land Surveyor, said plat is recorded at Plat Book 2021, Page 71, Lumpkin County, Georgia Records, which plat and reference thereto is incorporated herein for a more complete description of the subject property.

TO HAVE AND TO HOLD, the Land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee, forever in FEE SIMPLE.

AND GRANTOR WILL WARRANT and forever defend the right and title of the above described property unto Grantee against the claims of all persons claiming by, through or under Grantor.

EXECUTED under seal as of the date above.

Signed, sealed and delivered
in the presence of:

_____
Witness

_____
Notary Public

JACK A. RICE NOTARY PUBLIC LUMPKIN COUNTY, GA My Commission Expires 2022 (SEAL)

_____(SEAL)
Charles Turner, III

_____(SEAL)

Attachment: 1743_HWY 60 _Deed (2022 - 38 : Resolution to Amend the Character Area Map)

CHICAGO TITLE INSURANCE COMPANY

Policy No.: 2487-1-80855-2022.7230610-226948806

OWNER'S POLICY OF TITLE INSURANCE

Issued by

CHICAGO TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation, (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

Attachment: 1743_HWY 60 _Deed (2022 - 38 : Resolution to Amend the Character Area Map)

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(b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
(i) to be timely, or
(ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

CHICAGO TITLE INSURANCE COMPANY

Countersigned:

By: _____
Authorized Officer or Agent
Zack A. Rice
Boling Rice, LLC
207 Pirkle Ferry Rd
Cumming, GA 30040-2525
Tel:770-887-3162
Fax:770-889-8824

By:

Michael J. Nolan
President

Attest:

Marjorie Nemzura
Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
(i) the occupancy, use, or enjoyment of the Land;
(ii) the character, dimensions or location of any improvement erected on the Land;
(iii) the subdivision of land; or
(iv) environmental protection;
or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) created, suffered, assumed, or agreed to by the Insured Claimant;
(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
(c) resulting in no loss or damage to the Insured Claimant;
(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
(a) a fraudulent conveyance or fraudulent transfer; or
(b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

Attachment: 1743_HWY 60 _Deed (2022 - 38 : Resolution to Amend the Character Area Map)

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CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a)"Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b)"Date of Policy": The date designated as 'Date of Policy" in Schedule A.

(c)"Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d)"Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1)if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2)if the grantee wholly owns the named Insured,

(3)if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4)if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g)"Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h)"Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

Attachment: 1743_HWY 60 _Deed (2022 - 38 : Resolution to Amend the Character Area Map)

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5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

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This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. THIS SECTION INTENTIONALLY DELETED

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

Attachment: 1743_HWY 60 _Deed (2022 - 38 : Resolution to Amend the Character Area Map)

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16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at CHICAGO TITLE INSURANCE COMPANY, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023

Attachment: 1743_HWY 60 _Deed (2022 - 38 : Resolution to Amend the Character Area Map)

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CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY OF TITLE INSURANCE

SCHEDULE A

File No.:	80855
Policy Number:	2487-1-80855-2022.7230610-226948806
Property/Address Reference:	Land Lot 140 & 149 of the 11th District, 1st Section of Lumpkin County, Georgia, being known as 51.899 acres, Brandy Mountain Road, Dahlonega, GA 30533
Amount of Insurance:	$1,100,000.00
Date of Policy:	December 28, 2021 at 5:00 o'clock P.M.
Policy Premium Paid:	$2,145.00

1. Name of Insured:

   United Family Home LLC, a Georgia limited liability company

2. The Estate or Interest in the Land that is insured by this Policy is:

   Fee Simple

3. Title to the Land is vested in:

   United Family Home LLC, a Georgia limited liability company by virtue of Limited Warranty Deed between Charles Turner, II and United Family Home LLC, a Georgia limited liability company, dated December 28, 2021, filed of record January 6, 2022, Lumpkin County, Georgia Records.

4. The Land described in this Policy is described as follows:

   All that tract or parcel of land lying and being in Land Lots 140 and 149 of the 11th District, 1st Section of Lumpkin County, Georgia, and being more particularly described on Exhibit "A" attached hereto.

Attachment: 1743_HWY 60 _Deed (2022 - 38 : Resolution to Amend the Character Area Map)

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 140, 11th District, 1st Section of Lumpkin County, Georgia, containing 43.719 acres, more or less, as shown on a plat of survey, dated August 25, 2015, prepared for Charles Turner by Jessie R. Henderson, Georgia Registered Land Surveyor, No. 2985, recorded in Plat Cabinet 1, Slide 206, page 116, Lumpkin County, Georgia records. Said plat and the record thereof are incorporated herein by reference for a more complete description of subject property.

AND

All that tract or parcel of land lying and being in Land Lots 140 and 149, 11th District, originally of Hall County, now Lumpkin County, Georgia, consisting of 8.18 acres, according to a Survey For: Hoyt Robinson Estate, dated July 29, 2000, last revised March 17, 2021, by Jason D. Watkins, Registered Land Surveyor, said plat is recorded at Plat Book 2021, Page 71, Lumpkin County, Georgia Records, which plat and reference thereto is incorporated herein for a more complete description of the subject property.

Attachment: 1743_HWY 60 _Deed (2022 - 38 : Resolution to Amend the Character Area Map)

This Policy is only valid if Schedule B is attached.

Schedule A consists of two (2) pages.

Attachment: 1743_HWY 60 _Deed (2022 - 38 : Resolution to Amend the Character Area Map)

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY OF TITLE INSURANCE

POLICY NUMBER
2487-1-80855-2022.7230610-226948806

SCHEDULE B
EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) which arise by reason of:

1. Deleted.

2. All State and County real property ad valorem taxes for the year 2022 and subsequent years, not yet due and payable, and any additional taxes for the current year or any prior years resulting from a reassessment, amendment or re-billing of city or county taxes subsequent to the Effective Date.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

4. Easements or claims of easements, not shown by the public records.

5. Deleted.

6. Deleted.

7. Deleted.

8. This policy does not insure the accuracy of the engineering calculation used to determine the exact amount of acreage contained within the Land.

As to 43.719 acres:

9. Subject to mineral interests previously reserved.

10. Subject to a conveyance in Evelyn Early.

11. Rights of upper and lower riparian owners in and to the waters which flow along the southern boundary.

Attachment: 1743_HWY 60 _Deed (2022 - 38 : Resolution to Amend the Character Area Map)

As to 8.18 acres:

12. Matters shown on Survey For: Hoyt Robinson Estate, dated July 29, 2000, last revised March 17, 2021, by Jason D. Watkins, Registered Land Surveyor, said plat is recorded at Plat Book 2021, Page 71, Lumpkin County, Georgia Records.

Countersigned:
Boling Rice LLC

By:_____
Zack A. Rice, Member
Authorized Signatory

This Policy is only valid if Schedule A is attached.
Schedule B consists of three (3) pages.

Attachment: 1743_HWY 60 _Deed (2022 - 38 : Resolution to Amend the Character Area Map)

KANON
ARCHITECTS

2022-07-21 // Character Area Map Amendment Letter of Intent : Lumpkin County Highway 60 Apartments

To the Planning Commission and Board of Commissioners:

This letter of intent is in regards to the "Lumpkin Highway 60" project with a proposed location utilizing Land Lots 140, 141, 148, & 149 in the 11th District of (what was originally Hall County) Lumpkin County, Georgia. Currently the 8.2 Acre Parcel (ID 082 269) is categorized in the "Gateway Corridor Overlay District" allowing for higher density development. The 40.99 Acre Parcel 083 100 is currently zoned in "Residential Growth". **We are requesting to merge the two parcels (ID 082 269 and ID 083 100) and to categorize them as a combined parcel within "Gateway Corridor Overlay District".**

Changing from Residential Growth to Gateway Corridor Overlay District comes with many benefits to the site and to Lumpkin County including the following:

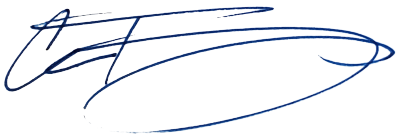
- **Shifts from Low Density to a High Density :** Residential Growth would only allow for about 25 units over the full 49 acres. Shifting to a higher density categorization would allow for the proposed 288 units over about 11 acres out of the 49.
  - Having a smaller footprint for development would allow for less site disturbance. This is desired due to the proximity to the Chestatee River
  - Having a smaller development footprint allows for the preservation of old-growth pine/hardwoods that are on 38 out of the 49 acres.
    - This is ecologically responsible
    - This allows for the preservation of visual screening of the development from those traveling on 400/60.
  - Higher density would provided an economic boon to Lumpkin county, providing a larger and more stabilized housing anchor for any future planned economic growth/development.
- **Requires a Higher Standard of Development:**
  - A higher standard of development will be enforced, necessitating the usage of nicer and more lasting materials
  - The intent of the design for these buildings is to integrate into the traditional architectural design prevalent in the area, while modernizing certain feature locations of the buildings with tasteful and timeless detailing. The material palettes are suggested to be a neutral and nature-inspired combination of wood tones, whites, beiges, and greens.
  - The development is planned to be a gated community with attractive site work and landscaping in order to minimally disturb the intersection and be as unobtrusive as possible.

The program of the proposed development to be built upon the rezoned land is as designed as indicated below:

4 Multi-Family Buildings, each at 3 stories, combining to a total Unit Count of 288, comprised of 100 One-Bedroom Units, 168 Two-Bedroom Units, and 20 Three-Bedroom Units. There will be an on-site leasing center, fitness center, pool, playground, and dog park.

It is understood that the current capacity for development is limited and as a result, the project will be phased into three phases. Phase I will include the development of the site, the amenities, and buildings 2000 and 3000 totaling to 132 units. Phase II will be building 1000, adding a total of 78 units. Phase III will be building 4000 adding an additional 78 units.

Canon Manley, Registered Architect / 678 462 3225 / canon@kanonarc.com



Attachment: 2022-07-15_UFH - Hwy 60 Letter of Intent (2022 - 38 : Resolution to Amend the Character Area Map)

GREEN OUTLINES INDICATE PRESERVATION OF EXISTING OLD-GROWTH FOREST TO MAINTAIN THE CHARACTER OF THE COUNTY, SHIELD THE PROPERTY FROM VIEW WHILE TRAVELING HIGHWAY 60, AND TO AIM TOWARD ECOLOGICAL AWARENESS

1 Site
1" = 100'-0"

KANON Architec c
45 W Crossville Rd, Suite A
Roswell, GA : 5
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LUMPKIN COUNTY HIGHWAY 60 APARTMENTS

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#	Rev	Date

Owner

Enter address here

Site Plan

G001

Scale 1" = 100'-0"

Revision Release

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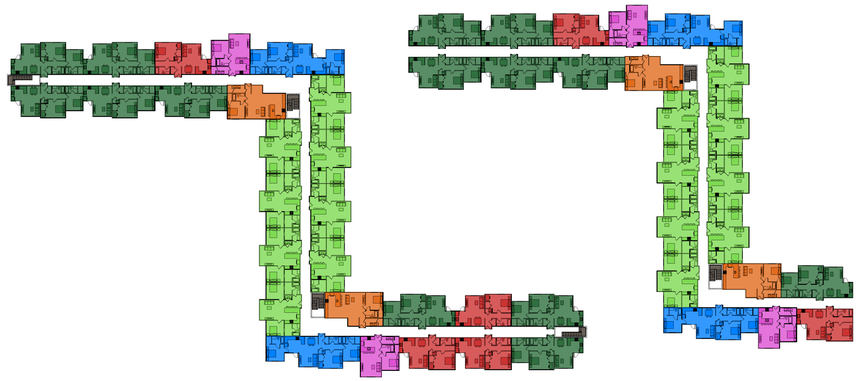
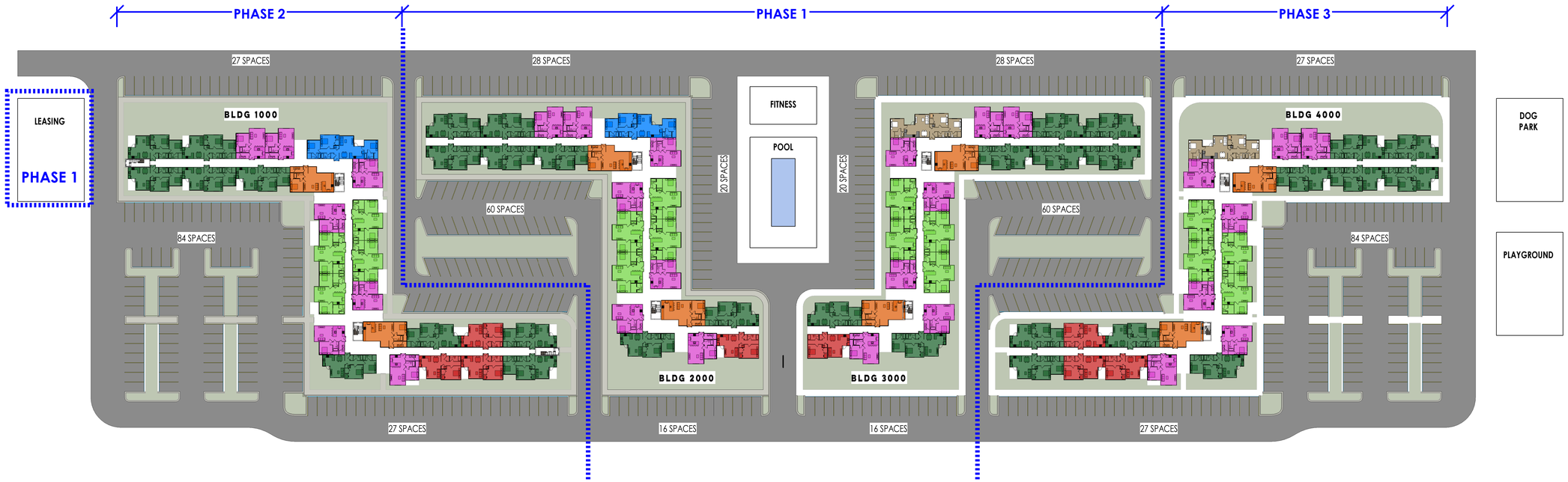
Attachment: 2022-07-21_Highway 60 Apartments - Combined Concept (2022 - 38 : Resolution to Amend the Character Area Map)



4 Levels 2/3
1" = 50'-0"



1 Architectural Site Plan - Level 1
1" = 50'-0"

	PHASE 2	PHASE 1		PHASE 3
TOTAL UNITS : 288 **TOTAL BEDS :** 496 TOTAL 1 BR : 100 (35%) TOTAL 2 BR : 168 (58%) TOTAL 3 BR : 20 (7%) **TOTAL PARKING :** 524	**BUILDING 1000 : TYPE 1** **78 UNITS** **L1 -** 12 @1BR / 13 @2BR / 1 @3BR **L2 -** 8 @1BR / 16 @2BR / 2 @3BR **L3 -** 8 @1BR / 16 @2BR / 2 @3BR 1BR = 28 TOTAL 2BR = 45 TOTAL 3BR = 5 TOTAL **133 BEDS TOTAL**	**BUILDING 2000 : TYPE 2** **66 UNITS** **L1 -** 10 @1BR / 11 @2BR / 1 @3BR **L2 -** 6 @1BR / 14 @2BR / 2 @3BR **L3 -** 6 @1BR / 14 @2BR / 2 @3BR 1BR = 22 TOTAL 2BR = 39 TOTAL 3BR = 5 TOTAL **115 BEDS TOTAL**	**BUILDING 3000 : TYPE 2** **66 UNITS** **L1 -** 10 @1BR / 11 @2BR / 1 @3BR **L2 -** 6 @1BR / 14 @2BR / 2 @3BR **L3 -** 6 @1BR / 14 @2BR / 2 @3BR 1BR = 22 TOTAL 2BR = 39 TOTAL 3BR = 5 TOTAL **115 BEDS TOTAL**	**BUILDING 4000 : TYPE 1** **78 UNITS** **L1 -** 12 @1BR / 13 @2BR / 1 @3BR **L2 -** 8 @1BR / 16 @2BR / 2 @3BR **L3 -** 8 @1BR / 16 @2BR / 2 @3BR 1BR = 28 TOTAL 2BR = 45 TOTAL 3BR = 5 TOTAL **133 BEDS TOTAL**

UNIT TYPE KEY	
	= 1 BEDROOM
	= 2 BEDROOM
	= 3 BEDROOM

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Roswell, GA
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LUMPKIN COUNTY HIGHWAY 60 APARTMENTS

Attachment: 2022-07-21_Highway 60 Apartments - Combined Concept (2022 - 38 : Resolution to Amend the Character Area Map)

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#	Rev	Date

Owner

Enter address here

Architectural Site Plan

G002

Scale: As indicated

Revision Release:

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FOOTPRINT AREA = 31,542 SF

1 Code Analysis - Building 1000
1/32" = 1'-0"

31,542 SF Floor Plate

LEVEL 1:
-26 UNITS
- 1BR - 12 (RED)
- 2BR - 13 (GREEN)
- 3BR - 1 (BLUE)

LEVEL 2 / 3:
-26 UNITS
- 1BR - 8 (RED)
- 2BR - 16 (GREEN)
- 3BR - 2 (BLUE)

3 STORIES = 78 UNITS

SECTION 601
GENERAL

TABLE 601 FIRE-RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS (HOURS)

BUILDING ELEMENT	TYPE I		TYPE II		TYPE III		TYPE IV	TYPE V	
	A	B	A	B	A	B	HT	A	B
Primary structural frame[i] (see Section 202)	3[b],[c]	2[b],[c]	1[b]	0	1[b]	0	HT	1[b]	0
Bearing walls Exterior[a] Interior	3 3[b]	2 2[b]	1 1	0 0	2 1	2 1	2 1/HT	1 1	0 0
Nonbearing walls and partitions Exterior	See Table 602								
Nonbearing walls and partitions Interior[d]	0	0	0	0	0	0	See Section 2304.11.2	0	0
Floor construction and associated secondary members (see Section 202)	2	2	1	0	1	0	HT	1	0
Roof construction and associated secondary members (see Section 202)	1 1/2[b]	1[b],[c]	1[b],[c]	0[b]	1[b],[c]	0	HT	1[b],[c]	0

For SI: 1 foot = 304.8 mm.

a. Roof supports: Fire-resistance ratings of primary structural frame and bearing walls are permitted to be reduced by 1 hour where supporting a roof only.
b. Except in Group R, I-1, I-3 and S-1 occupancies, fire protection of structural members in roof construction shall not be required, including protection of primary structural frame members, roof framing and decking where every part of the roof construction is 20 feet or more above any floor immediately below. Fire-retardant-treated wood members shall be allowed to be used for such unprotected members.
c. Heavy timber complying with Section 2304.11 shall be permitted in lieu of a 1-hour fire-resistance rating or 1 hour or less fire-resistance rating is required.
d. Not less than the fire-resistance rating required by other sections of this code.
e. Not less than the fire-resistance rating based on fire separation distance. (see Table 602).
f. Not less than the fire-resistance rating as referenced in Section 704.10.

SECTION 602
CONSTRUCTION CLASSIFICATION

TABLE 602 FIRE-RESISTANCE RATING REQUIREMENTS FOR EXTERIOR WALLS BASED ON FIRE SEPARATION DISTANCE[a, f, g]

FIRE SEPARATION DISTANCE = X (feet)	TYPE OF CONSTRUCTION	OCCUPANCY GROUP H[d]	OCCUPANCY GROUP F-1, M, S-1[e]	OCCUPANCY GROUP A, B, E, F-2, I, R[b], S-2, U[c]
X ≤ 5[f]	All	3	2	1
5 ≤ X < 10	IA Others	3 2	2 1	1 1
10 ≤ X < 30	IA, IB IIB, IIIB Others	2 1 1	1 0 0	1[h] 0 0
X ≥ 30	All	0	0	0

For SI: 1 foot = 304.8 mm.

a. Load-bearing exterior walls shall also comply with the fire-resistance rating requirements of Table 601.
b. See Section 706.1.1 for party walls.
c. Open parking garages complying with Section 406 shall not be required to have a fire-resistance rating.
d. The fire-resistance rating of exterior walls with a fire separation distance greater than 10 feet for H occupancies shall be permitted to be reduced in accordance with footnote a of Table 601.
e. For special requirements for Group S aircraft hangars, see Section 412.3.1.
f. Where Table 705.8 permits nonbearing exterior walls with unlimited area and unprotected openings, the required fire-resistance rating for the exterior walls is 0 hours.
g. For a building containing only a Group U occupancy private garage or carport, the exterior wall shall not be required to have a fire-resistance rating outside the fire separation distance is 5 feet (1524 mm) or greater.
h. For a Group R-3 building or Group R-2 or Type IIA or IIIA construction, the exterior wall shall not be required to have a fire-resistance rating where the fire separation distance is 3 feet (1524 mm) or greater.

602.1 General.
Buildings and structures erected or to be erected, altered or extended in height or area shall be classified in one of the five construction types defined in Sections 602.2 through 602.5. The building elements shall have a fire-resistance rating not less than that specified in Table 601 and exterior walls shall have a fire-resistance rating not less than that specified in Table 602. Where required to have a fire-resistance rating by Table 601, building elements shall comply with the applicable provisions of Section 703.2. The protection of openings, ducts and air transfer openings in building elements shall not be required unless required by other provisions of this code.

602.1.1 Minimum requirements.
A building or portion thereof shall not be required to conform to the details of a type of construction higher than that type which meets the minimum requirements based on occupancy even though certain features of such a building actually conform to a higher type of construction.

602.3 Type III.
Type III construction is that type of construction in which the exterior walls are of noncombustible materials and the interior building elements are of any material permitted by this code. *Fire-retardant-treated wood* framing and sheathing complying with Section 2303.2 shall be permitted within exterior wall assemblies of a 2-hour rating or less.

TABLE 506.2

OCCUPANCY CLASSIFICATION	SEE FOOTNOTES	TYPE OF CONSTRUCTION							
		TYPE I		TYPE II		TYPE III		TYPE IV	TYPE V	
		A	B	A	B	A	B	HT	A	B
R-2[f]	NS[f]	UL	UL	24,000	16,000	24,000	16,000	20,000	12,000	7,000
	S13R									
	S1	UL	UL	96,000	64,000	96,000	64,000	82,000	48,000	28,000
	SM	UL	UL	72,000	48,000	72,000	48,000	61,000	36,000	21,000

For SI: 1 square foot = 0.0929 m²

UL = Unlimited, NP = Not Permitted, NS = Buildings not equipped throughout with an automatic sprinkler system. S1 = Buildings a maximum of one story above grade plane equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1. S13R = Buildings two or more stories above grade plane equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.3. S13D = Buildings equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.2.

a. See Chapters 4 and 5 for specific exceptions to the allowable height or fire-marker.
b. See Section 903.2 for the minimum thresholds for protection by an automatic sprinkler system for specific occupancies.
c. New Group H occupancies are required to be protected by an automatic sprinkler system in accordance with Section 903.2.5.
d. The NS value is only for use in evaluation of existing building area in accordance with the International Existing Building Code.
e. New Group U and U occupancies are required to be protected by an automatic sprinkler system in accordance with Section 903.2.10. For New Group U occupancies, Condition 1 see Exception 1 of Section 903.2.10.
f. New and existing Group I-2 occupancies are required to be protected by an automatic sprinkler system in accordance with Section 903.2.6 and Section 1103.5 of the International Fire Code
g. New Group H occupancies are the patients Level 3 of Section 903.2.5.
h. New Group R occupancies are required to be protected by an automatic sprinkler system in accordance with Section 903.2.8.
i. The maximum allowable area for a single-story nonsprinklered Group U greenhouse is permitted to be 5,000 square feet, or the allowable area shall be permitted to comply with Table 2702.1 of Appendix C.

506.2.3

506.2.3 Single-occupancy, multistory buildings.
The allowable area of a single-occupancy building with more than one story above *grade plane* shall be determined in accordance with Equation 5-2:

$$A_a = [A_t + (NS \times F_i)] \times S_a \quad \text{(Equation 5-2)}$$

where:

A_a = Allowable area (square feet)
A_t = Tabular allowable area factor (NS, S13R, S13D or SM value, as applicable) in accordance with Table 506.2.
NS = Tabular allowable area factor in accordance with Table 506.2 for a nonsprinklered building (regardless of whether the building is sprinklered).
I_f = Area factor increase due to frontage (percent) as calculated in accordance with Section 506.3.
S_a = Actual number of building stories above *grade plane*, not to exceed three. For buildings equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.2, use the actual number of building stories above *grade plane*, not to exceed four.
No individual story shall exceed the allowable area (A_a) as determined by Equation 5-2 using the value of $S_a = 1$.

[A] PUBLIC WAY. A street, alley or other parcel of land open to the outside air leading to a street, that has been deeded, dedicated or otherwise permanently appropriated to the public for public use and which has a clear width and height of not less than 10 feet (3048 mm).

506.3

506.3 Frontage increase.
Every building shall adjoin or have access to a public way to receive an area factor increase based on frontage. Area factor increase shall be determined in accordance with Sections 506.3.1 through 506.3.3.

506.3.1 Minimum percentage of perimeter.
To qualify for an area factor increase based on frontage, a building shall have not less than 25 percent of its perimeter on a public way or open space. Such open space shall be either on the same lot or dedicated for public use and shall be accessed from a street or approved *fire lane*.

506.3.2 Minimum frontage distance.
To qualify for an area factor increase based on frontage, the *public way* or open space adjacent to the building perimeter shall have a minimum distance (*W*) of 20 feet (6096 mm) measured at right angles from the building face to any of the following:

1. The closest interior lot line.
2. The entire width of a street, alley or public way.
3. The exterior face of an adjacent building on the same property.

Where the value of *W* is greater than 30 feet (9144 mm), a value of 30 feet (9144 mm) shall be used in calculating the *building area* increase based on frontage, regardless of the actual width of the public way or open space. Where the value of *W* varies along the perimeter of the building, the calculation performed in accordance with Equation 5-4 shall be based on the weighted average value calculated in accordance with Equation 5-4.

$$W = (L_1 \times w_1 + L_2 \times w_2 + L_3 \times w_3 \ldots)/F \quad \text{(Equation 5-4)}$$

where:

W (Width- weighted average) = Calculated width of *public way* or open space (feet).
L_x = Length of a portion of the exterior perimeter wall.
w_x = Width (≥ 20 feet) of a *public way* or open space associated with that portion of the exterior perimeter wall.
F = Building perimeter that fronts on a *public way* or open space having a width of 20 feet (6096 mm) or more.
Exception: Where a building meets the requirements of Section 507, an applicable, except for compliance with the minimum 60-foot (18 288 mm) *public way* or *yard* requirement, and the value of *W* is greater than 30 feet (9144 mm), the value of *W* shall not exceed 60 feet (18 288 mm).

506.3.3 Amount of increase.
The area factor increase based on frontage shall be determined in accordance with Equation 5-5:

$$I_f = 0.2[F/P - 0.25]W/30 \quad \text{(Equation 5-5)}$$

where:

I_f = Area factor increase due to frontage.
F = Building perimeter that fronts on a *public way* or open space having minimum distance of 20 feet (6096 mm).
P = Perimeter of entire building (feet).
W = Width of *public way* or open space (feet) in accordance with Section 506.3.2

BUILDING TYPE IIIA / R-2

per 506.3

W = (L1*w1 + L2*w2 + L3*w3...)/F

if W is greater than 30', then 30' is used as W value

F = perimeter of building fronting on public way with min distance of 20'
F = 233.61 + 169.78 + 162.35 + 57.27 + 222.37 + 173.39 + 173.59 + 51.24 = **1,243.6**

W = [(233.61 * 30) + (169.78*30) + (162.35*30) + (57.27*30) + (222.37*30) + (173.39*30) + (173.59*30) + (51.24*30)] / F
W = [(7,008.3) + (5,093.4) + (4,870.5) + (1,718.1) + (6,671.1) + (5,201.7) + (5,207.7) + (1,537.2)] / F
W = 37,308 / 1,243.6
W = 30

AMOUNT OF INCREASE --> iF = [F/P - 0.25]W/30

iF = [1,243.6/1,243.6 - 0.25]*30/30
iF = [0.75]*1

iF = 0.75

per Table 506.2
Aa = [At + (NS * iF)] *Sa

At = 72,000
NS = 24,000
If = 0.75
Sa=3

ALLOWABLE AREA FOR TOTAL BUILDING AREA = [72,000 + [24,000*0.75)] * 3 = **270,000 SF**
ALLOWABLE AREA FOR SINGLE FLOOR OF BUILDING = [72,000 + [24,000 * 0.75)] * 1 **= 90,000 SF**

KANON Architec
45 W Crossville Rd, Suite
Roswell, GA
www.kanonarc.com // 678 462

LUMPKIN COUNTY HIGHWAY 60 APARTMENTS

Attachment: 2022-07-21_Highway 60 Apartments - Combined Concept (2022 - 38 : Resolution to Amend the Character Area Map)

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#	Rev	Date

Owner

Enter address here

Code Analysis

G100

Scale: As indicated

Revision Release:

Generated: 7/15/2022 3:52:42 PM

4 Elevation - West
1/16" = 1'-0"

3 Elevation - East
1/16" = 1'-0"

2 Elevation - South
1/16" = 1'-0"

1 Elevation - North
1/16" = 1'-0"

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45 W Crossville Rd, Suite A
Roswell, GA : 5
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LUMPKIN COUNTY HIGHWAY 60 APARTMENTS

Attachment: 2022-07-21_Highway 60 Apartments - Combined Concept (2022 - 38 : Resolution to Amend the Character Area Map)

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#	Rev	Date

Owner

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Elevations

A400

Scale 1/16" = 1'-0"

Revision Release

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Attachment: 220716_Hwy 60 Apartments - Render 1 (2022 - 38 : Resolution to Amend the Character Area Map)

Attachment: 220716_Hwy 60 Apartments - Render 2 (2022 - 38 : Resolution to Amend the Character Area Map)

Attachment: 220716_Hwy 60 Apartments - Render 4 (2022 - 38 : Resolution to Amend the Character Area Map)

Attachment: 220716_Hwy 60 Apartments - Render 5 (2022 - 38 : Resolution to Amend the Character Area Map)

Attachment: 220716_Hwy 60 Apartments - Render 6 (2022 - 38 : Resolution to Amend the Character Area Map)

Attachment: 220716_Hwy 60 Apartments - Render 7 (2022 - 38 : Resolution to Amend the Character Area Map)

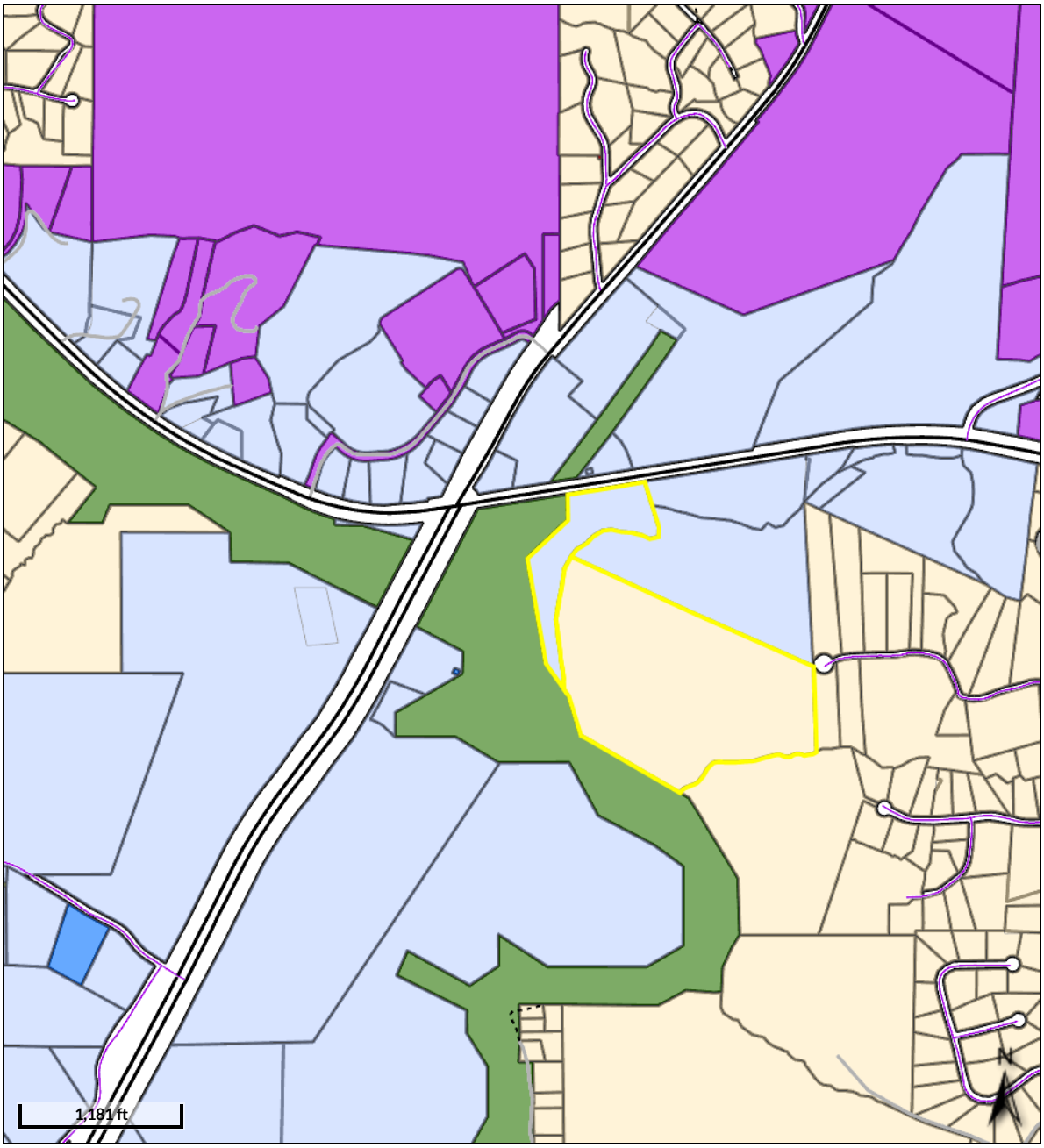
Attachment: 220716_Hwy 60 Apartments - Render 8 (2022 - 38 : Resolution to Amend the Character Area Map)

Attachment: 220716_Hwy 60 Apartments - Render 9 (2022 - 38 : Resolution to Amend the Character Area Map)

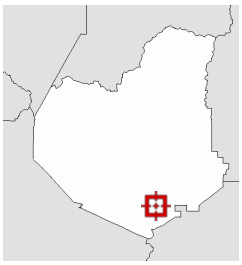
Attachment: 220716_Hwy 60 Apartments - Render 10 (2022 - 38 : Resolution to Amend the Character Area Map)

Attachment: 220716_Hwy 60 Apartments - Render 11 (2022 - 38 : Resolution to Amend the Character Area Map)

qPublic.net™ Lumpkin County, GA



Overview



Legend

- Parcels

Character Area 2021

- Commerce Corridc
- Gateway Corridor
- Gateway Corridor Overlay District
- Community Village Center
- Neighborhood Village Center
- Agricultural Preservation
- Residential Growth
- Rural Places
- Industrial
- Public/Institutiona
- Recreation/Open Space/Conservatic
- Transportation/Co
- City of Dahlonega

Date created: 7/18/2022
Last Data Uploaded: 7/14/2022 5:30:50 PM

Developed by Schneider GEOSPATIAL

Attachment: Location Map with Character Area (2022 - 38 : Resolution to Amend the Character Area Map)

KRISHNAN COMPANY

CERTIFIED PUBLIC ACCOUNTANT

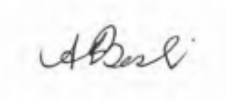
March 31, 2015

To Whom It May Concern:

This is to certify that the Ramakrishnan Srinivasan is the 100 % shareholders of United Family Homes, LLC (FEI # 27-1539230) located at 10050 Medlock Bridge Road, Ste 220 C, Johns Creek, Ga 30097. And we are Certified Public Accountants for his personal and corporate taxes for last 5 years.

If you have any further questions regarding this account kindly contact us at 770-368-1030.

Yours truly,



Krishnan Company, P.C., CPA

CPA SM

America Counts on CPAs

746 HOLCOMB BRIDGE ROAD, NORCROSS, GA 30071

TEL. 770 . 368 . 1030 FAX. 770 . 368 . 1060 WWW.KRISHNANCO.COM

Attachment: United Family Homes_Ownership document (2022 - 38 : Resolution to Amend the Character Area Map)

Lumpkin County, Georgia

Board of Commissioners Department

Date: August 2, 2022

Agenda Item: Reappoint Members to Planning Commission - Danny Clark, Seat 4 term expires 8/27/26

Item Description: Reappoint Members to Planning Commission - Danny Clark, Seat 4 term expires 8/27/26

LUMPKIN COUNTY RESOLUTION NO. 2022-39

**A RESOLUTION TO APPOINT A MEMBER
TO THE
LUMPKIN COUNTY PLANNING COMMISSION**

Whereas, the Lumpkin County Board of Commissioners desires to reappoint a member to the Lumpkin County Planning Commission to serve in Seat 4;

Now therefore, it is hereby resolved that the following person is reappointed to the Lumpkin County Planning Commission for the seat and term as follows:

Name	**Seat**	**Term Expiration**
Danny Clark	4	August 27, 2026

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

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Board of Commissioners Department

Date: August 2, 2022

Agenda Item: Resolution to Appoint Member to Board of Elections - Robin McIntosh to Seat 5 exp 12/31/2022

Item Description: Resolution to Appoint Member to Board of Elections - Robin McIntosh to Seat 5 exp 12/31/2022

LUMPKIN COUNTY RESOLUTION NO. 2022 - 40

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

Whereas, the legislation creating the Board of Elections and Registration of Lumpkin County provides that the fifth member of the Board of Elections and Registrations shall be appointed by the governing authority of the county and said member shall serve as the county registrar and elections supervisor; and

Whereas, the Lumpkin County Board of Commissioners desires to appoint the current Elections Manager to Seat Five;

Now therefore, it is hereby resolved that:

Robin McIntosh is appointed to **Seat Five** of the Lumpkin County Board of Elections and Registration for the remainder of an unexpired term ending December 31, 2022;

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

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Development Authority Department

Date: August 2, 2022

Agenda Item: CTC Technology & Energy Professional Consulting Contract

Item Description: CTC Technology & Energy Professional Consulting Contract.

Facts & Historical Information: On July 19, 2022 the Board of Commissioners reviewed and approved the proposal from CTC Technology & Energy (CTC) for technical and grant administrative services for the NTIA broadband infrastructure program.

Attached is the professional consulting contract to formalize the service from CTC to Lumpkin County.

Potential Courses Of Action:

a) Approve the professional contract as presented.
b) Revise the contract.
c) Take no action.
d) Another course of action suggested by the BOC.

Budget Impact: CTC will perform the tasks presented in the proposal for a fixed fee of $32,500 per year. This will be billed in quarterly installments that coincide with the county's required reporting to NTIA.

On July 19, 2022 the Board of Commissioners agreed to provide the funding for this service from the American Rescue Plan Act funds Lumpkin County received.

Staff Recommendation: **Course of Action A.**

Attachments:
CTC-Lumpkin County- FINAL Consulting Contract- 07.26.2022

Attachment: CTC-Lumpkin County- FINAL Consulting Contract- 07.26.2022 (2022-050 : CTC Technology & Energy Professional Consulting

PROFESSIONAL CONSULTING CONTRACT

This Agreement is made effective as of September 1, 2022, by and between Columbia Telecommunications Corporation d/b/a CTC Technology & Energy, a Maryland corporation, whose address is 10613 Concord Street, Kensington, Maryland 20895 ("CTC"), and the Lumpkin County Board of Commissioners, whose address is 99 Courthouse Hill, Dahlonega, GA 30533 ("the Client").

IN CONSIDERATION of the terms and conditions herein set forth, and other good and valuable consideration, the parties agree as follows:

1. Relationship of Parties. It is understood by the parties that CTC is an independentcontractor with respect to the Client, and not an employee, agent or servant of the Client and CTC will not hold itself out as an employee, agent or servant of theClient. The Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of CTC. CTCshall have no authority to bind the Client for the performance of any service or tootherwise obligate the Client in any manner. CTC's duties are specifically limited to those assigned hereunder. The Client does not reserve any direction or control with respect to the activities of CTC; the manner, means and times by and duringwhich CTC provides services shall be determined by CTC within the guidelines of this Agreement.

   Further, the parties acknowledge that the independent contractor relationship created hereunder does not cause the Client to be liable for any employment or withholding taxes, it being understood that CTC is solely responsible for any and all federal, state or local income, withholding or other taxes due as a result of compensation paid to CTC hereunder.

2. Description of Services. CTC will provide independent program management support to the Client. The CTC team will assist with project implementation, oversight, tracking, data collection, and reporting related to grant funds received from the National Telecommunication & Information Administration for a broadband infrastructure project as per CTC's proposal to the Client dated June 29, 2022, which is attached heretoas Appendix A and incorporated in its entirety.

3. Performance of Services. CTC will work under its own direction and supervision. CTC shall perform all tasks and assignments listed under Description of Services hereunder to the best of its ability and to the satisfaction of the Client; however, CTC shall be responsible for its own conduct and the conduct of any employees, suppliers or agents hired by CTC, while engaged in the performance of this Agreement. CTC shall furnish all labor, materials, tools and equipment required

for the performance of services hereunder, except as specifically described herein.CTC agrees that all materials and workmanship shall be in compliance with all applicable codes, industry standards, and the requirements of any governmental agencies having jurisdiction. CTC hereby acknowledges that it will abide by all safety regulations. All work performed by CTC will be in accordance with any warranties arising under applicable law.

CTC represents that CTC is an expert in both broadband grant compliance and broadband program and project management, and is possessed of that degree of care, learning, skill, and ability which is ordinarily possessed by other members of this profession and further contracts that in the performance of the duties herein set forth, CTC will exercise such degree of care, learning, skill, and ability as is ordinarily employed by such experts under similar conditions and like circumstances and shall perform such duties without neglect.

4. Payment. The Client will pay CTC for services rendered per the terms of Appendix A at a fixed fee of $32,500 per year, inclusive of all expenses. Additional tasks requested by Client that are beyond the scope of the proposal will be billed by the hour per the schedule in Appendix A. CTC will invoice Client for the fixed fee on a quarterly basis at $8,125 per invoice. Client will remit payment to CTC within 30 days of receipt of invoice. Upon termination of this Agreement, payments under this section shall cease; provided, however, that CTC shall be entitled to payments for periods or partial periods that occurred prior to the date of termination.

5. Costs and Materials. CTC agrees to obtain, at its cost, the necessary permits or licenses required by any governmental or other authorities in connection with this Agreement. CTC shall be fully responsible for the care and protection of all materials necessary for the performance of this Agreement, whether such materials are supplied by CTC or the Client.

6. Term/Termination. The term of the Agreement is one year beginning on September 1, 2022. This Agreement may be terminated by eitherparty at any time upon thirty days written notice to the other party.

7. Disclosure. CTC is required to disclose any outside activities or interest, including ownership or participation in the development of prior inventions, that conflict ormay conflict with the best interests of the Client.

8. Insurance. CTC hereby represents that it maintains, and agrees to furnish to the Client certificates of insurance for the following forms of insurance with the following minimum coverage levels:

Attachment: CTC-Lumpkin County- FINAL Consulting Contract- 07.26.2022 (2022-050 : CTC Technology & Energy Professional Consulting

a. Workers compensation insurance: in accordance with applicable law
b. Motor vehicle liability insurance: $1,000,000
c. Public liability insurance and property damage insurance: $2,000,000
d. Professional liability insurance: $5,000,000 per occurrence / $5,000,000 claims made

All insurance is to be obtained from accredited insurance carriers reasonably acceptable to the Client. CTC acknowledges its obligation to obtain appropriate insurance coverage for its own benefit and the benefit of the Client.

CTC shall within 5 days of the execution of this Contract provide Client copies of the Declaration pages for the above cited Insurance Policies and further naming Client as a Certificate Holder and as an additional insured.

9. Disputes and Governing Law. The parties shall attempt to resolve any disputes, claims or controversies arising out of or relating to this Agreement through negotiations and/or mediation. The cost for the services to obtain a resolution through mediation will be equally split between CTC and the Client. This Contract shall be governed by the laws of the State of Georgia and the venue for any litigation arising from this Contract shall be Lumpkin County, Georgia.

10. Return of Records. Upon termination of this Agreement, CTC shall deliver to Client all records, notes, data, memoranda, reports and other documentation of any nature related to services rendered under this Agreement that arein CTC's possession or under CTC's control.

11. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for CTC:

Joanne S. Hovis, President
Columbia Telecommunications Corporation
10613 Concord Street
Kensington, Maryland 20895

If for the Client:

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

Attachment: CTC-Lumpkin County- FINAL Consulting Contract- 07.26.2022 (2022-050 : CTC Technology & Energy Professional Consulting

Dahlonega, Georgia 30533

With a Copy to:

Rebecca A. Mincey, Executive Director
Development Authority of Lumpkin County
342 Courthouse Hill, Mailbox C
Dahlonega, GA 30533

Such address may be changed from time to time by either party by providingwritten notice to the other in the manner set forth above.

12. Entire Agreement. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

13. Amendment. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

14. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason by a court of competent jurisdiction or by appropriate Client or other governmental authorities, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the dates set forth below.

Columbia Telecommunications Corporation

By:_____
Joanne Hovis, President

Attachment: CTC-Lumpkin County- FINAL Consulting Contract- 07.26.2022 (2022-050 : CTC Technology & Energy Professional Consulting

Date:_____

Lumpkin County Board of Commissioners

By:_____
Chris Dockery, Chairman

Date:_____

Attachment: CTC-Lumpkin County- FINAL Consulting Contract- 07.26.2022 (2022-050 : CTC Technology & Energy Professional Consulting

Appendix A

CTC Proposal dated June 29, 2022 in response to RFP #2021-004 – Technical & Grant Administrative Services for Broadband Infrastructure Project

Attachment: CTC-Lumpkin County- FINAL Consulting Contract- 07.26.2022 (2022-050 : CTC Technology & Energy Professional Consulting

Lumpkin County, Georgia

Finance Department

Date: August 2, 2022

Agenda Item: Amend School Resource Officer IGA with Board of Education

Item Description: Amend School Resource Officer IGA with Board of Education. Consideration of Adding a School Resource Officer Position.

Facts & Historical Information: The current IGA between Lumpkin County Board of Commissioners (BOC) and Lumpkin County Board of Education (BOE) was approved on August 10, 2020. The agreement provides that the Sheriff's Office will employ and provide School Resource Officers (SROs) at Long Branch Elementary, Lumpkin County Elementary, Blackburn Elementary, Lumpkin County Middle, and Lumpkin County High schools. The current agreement states that the BOE will reimburse the BOC at 50% of personnel, equipment, and vehicle operating costs. The BOE will reimburse 100% of personnel overtime costs, including payroll taxes for SROs who work overtime in their capacity as an SRO.

In late July, Sheriff Jarrard was approached by Dr. Brown, Superintendent of Lumpkin County Schools, to add an SRO to work in the school system. Cost ranges were provided to Dr. Brown, and he expressed to Sheriff Jarrard that the BOE would like to move forward with adding an SRO. It was indicated that the BOE would fund this position at 100% of personnel, equipment, and vehicle operating costs.

Potential Courses Of Action:

A) Approve the IGA with the BOE and subsequently add an officer to serve as SRO

B) Do not approve the IGA with the BOA

Budget Impact: There will be no impact to the operating budget, as the additional position will be fully funded by the Board of Education.

Staff Recommendation:

Lumpkin County, Georgia

Special Projects Department

Date: August 2, 2022

Agenda Item: Amend IGA with Board of Education Concerning Aquatic Facility

Item Description: Amend IGA with Board of Education Concerning Aquatic Facility. Approval of the amended IGA with the Board of Education due to the required revision/scope change to the Aquatic Center/Pool Project.

Facts & Historical Information: Lumpkin County entered into an IGA with the Board of Education on October 30, 2020 for the joint development of a site for a new elementary school and aquatic facility and other recreational facilities. On September 21, 2022 Lumpkin County entered into another IGA with the Board of Education for the joint development, construction and use of the roads, utilities and parking areas serving the site for the new elementary school and aquatic facility. Since that time, the scope of the project has changed from an indoor pool and aquatic facility to a parks and recreation facility with a two-court gymnasium, pickleball courts, an outdoor pool and outdoor water park area. The amendment to the IGA reflects those changes. All other items from the previous agreements remain in effect.

Potential Courses Of Action: A. Approve the amended IGA with the Board of Education.

B. Do not approve the amended IGA with the Board of Education.

Budget Impact: This action will have no impact on the budget.

Staff Recommendation: **Staff's recommendation is to approve the amended IGA with the Board of Education.**

Attachments:
IGA with BOE Amendment 1 08012011(01)

AMENDMENT NO. 1 TO

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE LUMPKIN COUNTY BOARD OF EDUCATION AND LUMPKIN COUNTY, GEORGIA FOR THE JOINT DEVELOPMENT OF A SITE FOR A NEW ELEMENTARY SCHOOL AND AQUATIC FACILITY AND OTHER RECREATIONAL FACILITIES

AND

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE LUMPKIN COUNTY BOARD OF EDUCATION AND LUMPKIN COUNTY, GEORGIA FOR THE JOINT DEVELOPMENT, CONSTRUCTION AND USE OF THE ROADS, UTILITIES AND PARKING AREAS SERVING THE SITE FOR A NEW ELEMENTARY SCHOOL AND AQUATIC FACILITY

GEORGIA, LUMPKIN COUNTY

This Agreement, made and entered into with an effective date of _____, 2022, by and between the **Lumpkin County Board of Education** (hereinafter, the "Board of Education"), and **Lumpkin County, Georgia** (hereinafter, the "County").

WITNESSETH:

WHEREAS, the Board of Education is the governing body for the Lumpkin County School District, a political subdivision of the State of Georgia pursuant to Article VIII, Section V, Paragraph I of the 1983 Georgia Constitution, operating under the laws and regulations of this State; and

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

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the 1983 Georgia Constitution, the parties are authorized to contract with one another for a purpose which the parties are otherwise authorized by law to undertake or provide; and

WHEREAS, the parties entered into an Intergovernmental Agreement dated October 30, 2020, for the Joint Development of a Site for a New Elementary School and Aquatic Facility and Other Recreation Facilities ('IGA1'); and

Attachment: IGA with BOE Amendment 1 08012011(01) (2022-052 : Amend IGA with Board of Education Concerning Aquatic Facility)

WHEREAS, the parties entered into an Intergovernmental Agreement dated September 21, 2021, for the Joint Development, Construction and Use of the Roads, Utilities and Parking Areas Serving the Site for a New Elementary School and Aquatic Facility ('IGA2'); and

WHEREAS, the parties recognize that the scope of the County's Aquatic Facility project has changed due to budget constraints; and

WHEREAS, in consideration of the mutual benefits and consideration accruing to each of the parties hereto, which benefits are hereby expressing acknowledged, the parties have determined that it is in the best interest of the citizens of Lumpkin County to amend IGA1 and IGA2 to reflect the changes in the County project;

NOW, THEREFORE, in consideration of the mutual covenants and promises and the authority granted to these parties by the laws of Georgia, the undersigned parties hereby enter into and agree to be bound by the provisions set forth in the preamble of this Agreement as if fully set forth below and the following provisions:

1.

The Board of Education acknowledges and accepts that the scope of the County's project for an aquatic facility has changed from indoor pool and aquatic facility to a parks and recreation facility, including a two-court gymnasium, pickleball courts, and outdoor pool as shown on the 'Overall Layout' attached hereto as Exhibit 'A'.

2.

All other provisions of IGA1 and IGA2 shall remain in full force and effect.

[Signatures on Following Page]

Attachment: IGA with BOE Amendment 1 08012011(01) (2022-052 : Amend IGA with Board of Education Concerning Aquatic Facility)

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

LUMPKIN COUNTY BOARD OF EDUCATION

BY:_____(SEAL)
Chairman

LUMPKIN COUNTY

BY:_____(SEAL)
Chairman, Lumpkin County Board of Commissioners

Attachment: IGA with BOE Amendment 1 08012011(01) (2022-052 : Amend IGA with Board of Education Concerning Aquatic Facility)

Attachment: IGA with BOE Amendment 1 08012011(01) (2022-052 : Amend IGA with Board of Education Concerning Aquatic Facility)

EXHIBIT 'A'

FLOOR PLAN 1

SCALE: 3/32" = 1'-0"

PLAN NORTH

ARCHITECTURE unlimited

110 MATTHEWS STATION STREET
MATTHEWS, NC 28105
Office: 704-246-1036
Mobile: 704-451-1636

This drawing and the design are the property of Architecture Unlimited, PLLC. The reproduction, copying or other use of this drawing without their written consent is prohibited and any infringement is subject to legal action.

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Seal

Construction Documents

LUMPKIN COUNTY RECREATION CENTER

215 PINETREE WAY
DAHLONEGA, GA 30533

OVERALL LAYOUT

PROJECT MANAGER:
JEFF SAGER

DRAWN BY:
MC

REVISIONS:
No. ___ Date ___
No. ___ Date ___
No. ___ Date ___
No. ___ Date ___
No. ___ Date ___

Issue Date: 07/12/2022

Project Number: 20-022-01

Sheet Number:

A | 01

Lumpkin County, Georgia

Board of Commissioners Department

Date: August 2, 2022

Agenda Item: Voting Delegate – Legislative Leadership Conference

Item Description: Voting Delegate – Legislative Leadership Conference

Lumpkin County, Georgia

County Clerk Department

Date: August 2, 2022

Agenda Item: Alcoholic Beverage License – Massey Burns Inc. d/b/a 52 West Brewing

Item Description: Alcoholic Beverage License – Massey Burns Inc. d/b/a 52 West Brewing. This is for the issuance of an alcoholic beverage license for Manufacturer sales located at 350 Hwy 52 West, Dahlonega, GA 30533.

Facts & Historical Information: David Burns is applying for Massey Burns Inc. d/b/a West Brewing to obtain a Manufacturer alcoholic beverage license.

Potential Courses Of Action:

A. Approve the license.
B. Deny the license.

Staff Recommendation: **Approve the alcoholic beverage license.**

Lumpkin County, Georgia

Public Works Department

Date: August 2, 2022

Agenda Item: LC Wimpy Airport Crack Sealing and Runway Remarking Bid Award (Contractor TBD)

Item Description: LC Wimpy Airport Crack Sealing and Runway Remarking Bid Award (Contractor TBD). Approve bid to allow a notice of award to be sent to contractor and proposed contractor to GDOT.

Facts & Historical Information: On July, 6th staff released and invitation to bid for the crack sealing and runway remarking project. These projects are both on the approved airport CIP and were combined into one bid package. Bid will be received on August 12th. Staff will update this analysis and provide bid tabulations and a recommendation for bid award to the BOC before the second work session. The bid tabulations along with the proposed winning bidder will be sent to GDOT. If approved by GDOT, a contract for the project can be awarded and the DOT will prepare a reimbursement contract with the county for 75% of the cost. It is staff's intent to have both contracts ready for approval by the BOC in September.

Potential Courses Of Action:
1. Award bid and move to contracting.
2. Do not award bid.

Budget Impact: GDOT will reimburse 75% of the costs of the contract. The remaining 25% will be paid from the airport budget.

Staff Recommendation: **Staff will make a recommendation after bids are evaluated.**

Lumpkin County, Georgia

Public Works Department

Date: August 2, 2022

Agenda Item: LC Wimpy Airport Consultant Proposal Committee

Item Description: LC Wimpy Airport Consultant Proposal Committee. Form a committee to review proposals and recommend a consultant to contract with for professional engineering, architectural, and construction inspection/administration services for the Lumpkin County Airport.

Facts & Historical Information: At the recommendation of GDOT, the Airport Authority agreed to release a request for qualifications (RFQ) for an airport consultant. In July of '22 staff released the RFQ and responses are due back on August 12th. Staff is asking the BOC to form a committee to review and score the responses, interview the short list candidates and make a recommendation for the award a contract. Staff does not believe that there will be adequate time to review the proposals for the August regular meeting and therefor is planning to have a recommendation ready to present to the BOC at the September work session. The committee should be 5 to 8 members. These members can be from the staff, airport authority, BOC or the public. Attached is a copy of the RFQ.

Potential Courses Of Action:

1. Provide names for the committee
2. Do not form a committee.

Budget Impact: No pricing information will be included in the RFQ's. If awarded, GDOT will reimburse 75% of the costs of the contract. The remaining 25% will be paid from the airport budget.

Staff Recommendation: **Staff will make a recommendation after proposals are evaluated.**

Attachments:
RFQ 2022-002 AIRPORT CONSULTING AND ENGINEERING SERVICES (4)

REQUEST FOR QUALIFICATIONS (RFQ) 2022-002
AIRPORT ENGINEERING,
ARCHITECTURAL & CONSTRUCTION INSPECTION/ADMINISTRATION
CONSULTANT SERVICES
FOR LUMPKIN COUNTY- WIMPY'S AIRPORT, DAHLONEGA, GEORGIA

The Lumpkin County Board of Commissioners is seeking a qualified aviation consulting firm to provide professional engineering, architectural, and construction inspection/administration services, including, but not limited to, geotechnical/subsurface investigations and topographic surveying, environmental assessments, preliminary and final design, and bidding, at the Lumpkin County- Wimpy's Airport in Dahlonega, Georgia.

It is the intent of the Lumpkin County Board of Commissioners to enter into a Master Agreement with a consultant for the upcoming two (2) year period. The selected consultant will negotiate and enter into individual work authorizations/task orders for services based on the scope of work, with the Lumpkin County Board of Commissioners on an assignment-by-assignment basis during the term of the Master Agreement.

The services are limited to projects that the Lumpkin County Board of Commissioners expects to initiate within five (5) years of the effective date of the Master Agreement. A list of the anticipated projects for the five (5) period is attached. It is noted that some services may not be required. The Lumpkin County Board of Commissioners reserves the right to initiate additional procurement actions for projects and work items included in the initial procurement.

The selection of the consultant will comply with 49 USC § 47107(a) (17), 2 CFR §200.320, and FAA Advisory Circular 150/5100-14 *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects,* and applicable Georgia statutes and laws, as amended. Responding firms/teams must possess a current pre-qualification by the Georgia Department of Transportation in Area Classes 2.09 Airport Design, and 8.02 Airport Construction Administration and Observation**.**

The consultant and any subconsultants proposed shall not discriminate based on race, color, national origin, or sex in the performance of this contract. Disadvantaged Business Enterprise (DBE) utilization is required for federally funded projects over $250,000. The DBE goal for FY 2023 is 0%. Proposed DBE firms are to be certified by the Georgia Uniform Certification Program. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of all Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of the contract, which may result in the termination of the contract or such other remedy as the Lumpkin County Board of Commissioners deems appropriate.

The Lumpkin County Board of Commissioners reserves the right to reject any submissions to this RFQ, request clarification, or waive informalities/technicalities if they are deemed in the best interest of the Lumpkin County Board of Commissioners**.** The Lumpkin County Board of Commissioners is not liable for any costs incurred by the consultant in the preparation or presentation of a response to this request.

Attachment: RFQ 2022-002 AIRPORT CONSULTING AND ENGINEERING SERVICES (4) (3485 : LC Wimpy Airport Consultant Proposal

Scope of Services-Design/Engineering/Construction

The scope of work to be included in the Master Agreement may include, but is not limited to, the following:

a. Prepare Project Funding Applications and Capital Improvements Program (CIP) Documents.
b. Perform Design, Bidding and Negotiation, Construction Administration, and Resident Inspection Services.
c. Construct/Rehabilitate Airfield Drainage Systems.
d. Construct/Rehabilitate Airfield Pavement, Lighting, and NAVAIDs/ILS Improvements.
e. Construct/Rehabilitate Airport Buildings (Terminal / Hangars / Maintenance).
f. Construct/Rehabilitate Airport Roadways and Parking Lots.
g. Install/Upgrade Airport Fencing and Security Systems.
h. Obstruction Removal
i. Improve Runway/Taxiway Safety Areas/Object Free Areas
j. Land Acquisition
k. Such other airport-related engineering work as the Lumpkin County Board of Commissioners may deem necessary.

Projects are limited to those in the attached project list and may be accomplished over multiple years, task orders, and State grants. Projects or work elements not included in this list or agreement may require additional procurement actions to ensure compliance with Federal and State requirements and to ensure qualification of staffing for specialized tasks. The addition of a similar project or work element without additional procurement action requires the Georgia Department of Transportation's written approval of the Lumpkin County Board of Commissioners' request and justification to forego a separate procurement action.

Submission Requirements

Required information is to be presented in a manner that clearly illustrates the following:

1. Team Description/Background: A general description of the submitting firm, including firm size, and general information regarding all sub-consultant firms on the team.
2. Organizational Chart: Include clear illustration as to the Project Manager and key personnel representing the primary firm.
3. Resumes: Include for key personnel. Indicate each individual's qualifications and experience.
4. Relevant Experience: Qualifications and experience of the primary firm and subconsultants in the past five (5) years at general aviation airports similar in nature to the Lumpkin County- Wimpy's Airport**.**
5. Proximity to the Lumpkin County- Wimpy's Airport: Geographical location of the office that will be primarily responsible for assigned projects and where the work will be accomplished, as well as the location of any supporting offices that will likely be involved in this contract.
6. References: Contact name, agency name, and telephone number of at least three (3) current airport clients of the primary firm.
7. Regulatory Familiarity: Demonstrate familiarity with the Federal Aviation Administration (FAA) and State Aviation Programs.
8. Workload: Provide a brief summary of the primary firm's current workload and ability to meet schedules and deadlines.

Evaluation Criteria
The following criteria shall be used to select the consultant:

1. Capability to perform all or most aspects of the project and recent experience in airport projects comparable to the proposed tasks.
2. Key personnel's professional qualifications and experience and availability for the proposed project; their reputation and professional integrity and competence; and their knowledge of FAA and State regulations, policies, and procedures.
3. Capability to meet schedules or deadlines.
4. Quality of projects previously undertaken and capability to complete projects without having major cost escalations or overruns.
5. Qualifications and experience of sub-consultants regularly engaged by the consultant under consideration.
6. Capability of a branch office that will do the work to perform independently of the home office, or conversely, its capability to obtain necessary support from the home office.
7. Ability to furnish qualified inspectors for construction inspection.
8. Understanding of the projects' potential challenges and the sponsor's special concerns.
9. Degree of interest shown in undertaking the project and familiarity with and proximity to the geographic location of the airport.
10. Capability to incorporate and blend aesthetic and architectural concepts with the project design while accomplishing the basic requirements that transportation facilities be functional, safe, and efficient.
11. Capability to conduct a Value Engineering (VE) study for projects that are particularly complex or have unique features.

Selection Process
Qualifications will be reviewed and evaluated by a Selection Committee based on the criteria listed herein. At the discretion of the Selection Committee, consultants may or may not be invited to participate in an interview. Interviews, if conducted, may be conducted via phone, informal and/or formal in-person and a short list of consultants selected for an interview shall be notified at least seven days prior to the interview date.

All unsuccessful firms will be notified in writing no later than five days after the selection and contracting process is completed.

Submittal
All interested parties should submit three (3) copies of the Statement of Qualifications, which shall contain no more than thirty (30) pages, excluding tabs and a cover letter. Statements received after this deadline will not be considered.

Responses are to be addressed to:
Ryan McDuffie, Purchasing Agent
Lumpkin County Board of Commissioners
99 Courthouse Hill, Suite D
Dahlonega, GA 30533

The deadline for submittal is 12:00PM EDT, August 12, 2022. The Statement of Qualifications should be delivered in a sealed envelope or box clearly marked, "Airport Consulting and Engineering Services." The

Attachment: RFQ 2022-002 AIRPORT CONSULTING AND ENGINEERING SERVICES (4) (3485 : LC Wimpy Airport Consultant Proposal

Lumpkin County Board of Commissioners shall assume no responsibility for responses that are received after the deadline or submittals that are not properly addressed or identified.

All questions regarding this RFQ should be made prior to the submittal and addressed to the RFQ point of contact:

Ryan McDuffie, Purchasing Agent
Lumpkin County Board of Commissioners
99 Courthouse Hill, Suite D
Dahlonega, GA 30533

The deadline for questions is 12:00PM EDT, August 2, 2022.
Responses to questions will be provided by 5:00PM EDT, August 5, 2022.

Responding firms shall have no contact related to this solicitation with Lumpkin County Board of Commissioners elected or appointed officials, members of the Lumpkin County Board of Commissioners Selection Committee, or Airport employees during this Statement of Qualifications process. Any such contact will subject the firm to immediate disqualification for consideration for this project. Contact may only be made to the designated point of contact for this RFQ listed above. Consultants can also request an airport site visit prior to the submitting.

This is a Request for Qualifications only. In accordance with FAA selection procedures, all selections should be qualification based. No overhead rate, fees, or any cost information should be identified as part of this submission.

Attachment: RFQ 2022-002 AIRPORT CONSULTING AND ENGINEERING SERVICES (4) (3485 : LC Wimpy Airport Consultant Proposal

LUMPKIN COUNTY- WIMPY'S AIRPORT ANTICIPATED PROJECT LIST

Runway Obstruction Removal Project: projected 2023
Primary Surface Grading Phase II: projected 2023
Runway Widening, Lighting and Remarking Design: projected 2024
Runway Extension Design: projected 2024
Runway Pavement Maintenance: projected 2024
Runway Widening, Lighting and Remarking Construction: projected 2025
Runway Extension Construction: projected 2026
Terminal Building Replacement Design: projected 2027

Attachment: RFQ 2022-002 AIRPORT CONSULTING AND ENGINEERING SERVICES (4) (3485 : LC Wimpy Airport Consultant Proposal

Lumpkin County, Georgia

Finance Department

Date: August 2, 2022

Agenda Item: Inmate Medical Services Statement for December 2021 – March 2022

Item Description: Inmate Medical Services Statement for December 2021 – March 2022. Consideration of payment for invoices received from CorrectHealth for services provided December 2021 – March 2022.

Facts & Historical Information:

On November 18, 2020, the Board of Commissioners approved the Amendment to the Health Services Agreement with CorrectHealth, which amended the contract term to January 1, 2021 – December 31, 2021. Additionally, the terms included:

"This Agreement is automatically renewable under like terms for additional terms of one (1) year, subject to negotiation of the service component and agreed-upon compensation adjustments, unless either party delivers written notice of non-renewal to the other party at least sixty (60) days prior to the expiration of the then-existing term."

Written notice of an increase was provided to Sheriff Jarrard on December 15, 2021. In February 2022, the Board considered the CorrectHealth contract renewal, which included a $5,282.66 increase from the 2021 contract rate. The Board's action was to bid the service. After the competitive process and subsequent negotiation was complete, the Board approved the contract with CorrectHealth for the term April 1, 2022 – March 31, 2023. Since April 1, 2022, the contracted base compensation rate has been paid.

On March 15, 2022, a statement in the amount of $62,380.60 was issued to the County for balances owed December 2021 – March 2022. The statement included the following:

January 2022 base compensation	$ 5,282.66
February 2022 base compensation	$ 5,282.66
March 2022 base compensation	$ 5,282.66
December 2021 labor variance	$ 7,559.31
January 2022 labor variance	$17,431.23
February 2022 labor variance	$13,261.19
March 2022 labor variance	$ 8,280.89
TOTAL	**$62,380.60**

In summary, CorrectHealth billed Lumpkin County for the difference in base compensation from the 2021 contract to the originally offered renewal rate received in December 2021. The bill also includes the labor variances from December 2021 – March 2022, which is the difference between the budgeted payroll costs and actual payroll costs.

Staff is requesting direction from the Board for paying the outstanding invoices.

Potential Courses Of Action:

A) Pay the outstanding invoices
B) Pay a portion of the outstanding invoices
C) Do not pay the outstanding invoices

Budget Impact: If paid, there will be an impact to the operating budget, as this is not included in the FY2022 budget.

Staff Recommendation:

Attachments:
CorrectHealth Statement1713_Lumpkin_County_Detention_Center_220315

Statement

CORRECTHEALTH

1720 Windward Concourse, Suite 300 • Alpharetta, GA 30005
Phone 770.692.4750 • Fax 770.692.4754

Bill to:
Lumpkin County Detention Center
Attn: Captain Danny Rider
385 E Main Street
Dahlonega, GA 30533

March 15, 2022

Description	Amount
Balance owed for services Dec21 thru Mar22:	
Monthly Base for January 2022 Invoice# 15241 : Invoice Amount: $27,699.67 Amount Paid: $22,417.01	$ 5,282.66
Monthly Base for February 2022 Invoice# 15293: Invoice Amount: $27,699.67 Amount Paid: $22,417.01	$ 5,282.66
Monthly Base for March 2022 Invoice# 15351: Invoice Amount: $27,699.67 Amount Paid: $22,417.01	$ 5,282.66
EWC Invoice# 1645 for the month of December 2021	$ 7,559.31
EWC Invoice# 1685 for the month of January 2022	$ 17,431.23
EWC Invoice# 1686 for the month of February 2022	$ 13,261.19
EWC Invoice# 1687 for the month of March 2022	$ 8,280.89

Please remit payment to:

CorrectHealth Lumpkin, LLC
1720 Windward Concourse
Suite 300
Alpharetta, GA30005

Balance Due **$ 62,380.60**

Beverly Hale

Authorized Signature

Authorized Signature

Invoices are due at the beginning of the month covered.

Fed EIN : 27-3382913

Attachment: CorrectHealth Statement1713_Lumpkin_County_Detention_Center_220315 (3487 : Inmate Medical Services Statement for December

Invoice

15241

CORRECTHEALTH

1720 Windward Concourse, Suite 300 • Alpharetta, GA 30005

Phone 770.692.4750 • Fax 770.692.4754

December 15, 2021

Bill to:

Lumpkin County Detention Center
Attn: Captain Danny Rider
385 E Main Street
Dahlonega, GA 30533

Description	Amount
Monthly base rate for inmate healthcare services provided to Lumpkin County Detention Center for the month January 1, 2022 to January 31, 2022	$ 27,699.67

Please remit payment to:

CorrectHealth Lumpkin, LLC
1720 Windward Concourse
Suite 300
Alpharetta, GA 30005

Balance Due **$ 27,699.67**

Beverly Hale

Authorized Signature

Authorized Signature

Invoices are due at the beginning of the month covered

Fed EIN 27-3382913

Attachment: CorrectHealth Statement1713_Lumpkin_County_Detention_Center_220315 (3487 : Inmate Medical Services Statement for December

Invoice

15293

CORRECTHEALTH

1720 Windward Concourse, Suite 300 • Alpharetta, GA 30005

Phone 770.692.4750 • Fax 770.692.4754

January 15, 2022

Bill to:

Lumpkin County Detention Center
Attn: Captain Danny Rider
385 E Main Street
Dahlonega, GA 30533

Description	Amount
Monthly base rate for inmate healthcare services provided to Lumpkin County Detention Center for the month February 1, 2022 to February 28, 2022	$ 27,699.67

Please remit payment to:

CorrectHealth Lumpkin, LLC
1720 Windward Concourse
Suite 300
Alpharetta, GA 30005

Balance Due **$ 27,699.67**

Beverly Hale

Authorized Signature

Authorized Signature

Invoices are due at the beginning of the month covered

Fed EIN 27-3382913

Attachment: CorrectHealth Statement1713_Lumpkin_County_Detention_Center_220315 (3487 : Inmate Medical Services Statement for December

Invoice

15351

CORRECTHEALTH

1720 Windward Concourse, Suite 300 • Alpharetta, GA 30005

Phone 770.692.4750 • Fax 770.692.4754

February 15, 2022

Bill to:

Lumpkin County Detention Center
Attn: Captain Danny Rider
385 E Main Street
Dahlonega, GA 30533

Description	Amount
Monthly base rate for inmate healthcare services provided to Lumpkin County Detention Center for the month March 1, 2022 to March 31, 2022	$ 27,699.67

Please remit payment to:

CorrectHealth Lumpkin, LLC
1720 Windward Concourse
Suite 300
Alpharetta, GA 30005

Balance Due **$ 27,699.67**

Beverly Hale

Authorized Signature

Authorized Signature

Invoices are due at the beginning of the month covered

Fed EIN 27-3382913

Attachment: CorrectHealth Statement1713_Lumpkin_County_Detention_Center_220315 (3487 : Inmate Medical Services Statement for December

Invoice

1645

1720 Windward Concourse, Suite 300 • Alpharetta, GA 30005
Phone 770.692.4750 • Fax 770.692.4754

Bill to:
Lumpkin County Detention Center
Attn: Captain Danny Rider
385 E Main Street
Dahlonega, GA 30533

March 15, 2022

Description	Amount
Labor variance for period 12/1/2021 - 12/31/2021	
Total Payroll $20,883.49	$ 7,559.31
Less: Budgeted Cost: $13,324.18	

Please remit payment to:

CorrectHealth Lumpkin, LLC
1720 Windward Concourse
Suite 300
Alpharetta, GA30005

Balance Due **$ 7,559.31**

Beverly Hale

Authorized Signature

Authorized Signature

Invoices are due at the beginning of the month covered.

Fed EIN : 27-3382913

Attachment: CorrectHealth Statement1713_Lumpkin_County_Detention_Center_220315 (3487 : Inmate Medical Services Statement for December

Lumpkin			
12/01/2021 - 12/31/2021			
Position	**Budgeted Costs**	**Total Payroll**	**Variance**
Health Service Coordinator (LPN)	$ 5,730.39	$ 6,203.13	$ 472.73
LCSMS	$ 0.00	$ 496.32	$ 496.32
LPN	$ 5,237.01	$ 12,858.09	$ 7,621.09
Medical Director (MD)	$ 557.49	$ 362.87	($194.62)
Midlevel Provider (NP / PA)	$ 295.14	$ 389.19	$ 94.05
Psychiatrist	$ 720.60	$ 0.00	($720.60)
RN	$ 783.55	$ 0.00	($783.55)
RNCS	$ 0.00	$ 573.88	$ 573.88
Grand Total	**$ 13,324.18**	**$ 20,883.49**	**$ 7,559.31**

Attachment: CorrectHealth Statement1713_Lumpkin_County_Detention_Center_220315 (3487 : Inmate Medical Services Statement for

Invoice

1685

CORRECTHEALTH

1720 Windward Concourse, Suite 300 • Alpharetta, GA 30005
Phone 770.692.4750 • Fax 770.692.4754

Bill to:
Lumpkin County Detention Center
Attn: Captain Danny Rider
385 E Main Street
Dahlonega, GA 30533

May 15, 2022

Description	Amount
Labor variance for the month of January 1, 2022 - January 31, 2022 Total Payroll: $31,021.87 Budgeted Costs: $13,590.64	$ 17,431.23

Please remit payment to:

CorrectHealth Lumpkin, LLC
1720 Windward Concourse
Suite 300
Alpharetta, GA30005

Balance Due **$ 17,431.23**

Beverly Hale

Authorized Signature

Authorized Signature

Invoices are due at the beginning of the month covered.

Fed EIN : 27-3382913

Attachment: CorrectHealth Statement1713_Lumpkin_County_Detention_Center_220315 (3487 : Inmate Medical Services Statement for December

Lumpkin			
01/01/2022 - 01/31/2022			
Position	**Budgeted Costs**	**Total Payroll**	**Variance**
Health Service Coordinator (LPN)	$ 5,845.01	$ 0.00	($5,845.01)
LCSMS	$ 0.00	$ 367.78	$ 367.78
LPCMH	$ 0.00	$ 133.25	$ 133.25
LPN	$ 5,341.74	$ 27,890.21	$ 22,548.47
LPNCS	$ 0.00	$ 1,931.27	$ 1,931.27
Medical Director (MD)	$ 568.63	$ 354.24	($214.39)
Midlevel Provider (NP / PA)	$ 301.03	$ 345.12	$ 44.08
Psychiatrist	$ 735.01	$ 0.00	($735.01)
RN	$ 799.22	$ 0.00	($799.22)
Grand Total	**$ 13,590.64**	**$ 31,021.87**	**$ 17,431.23**

Attachment: CorrectHealth Statement1713_Lumpkin_County_Detention_Center_220315 (3487 : Inmate Medical Services Statement for

Invoice

1686

1720 Windward Concourse, Suite 300 • Alpharetta, GA 30005
Phone 770.692.4750 • Fax 770.692.4754

Bill to:
Lumpkin County Detention Center
Attn: Captain Danny Rider
385 E Main Street
Dahlonega, GA 30533

May 15, 2022

Description	Amount
Labor variance for the month of February 1, 2022 - February 28th 2022	
Total Payroll $25,536.61	$ 13,261.19
Budgeted Costs $12,275.42	

Please remit payment to:

CorrectHealth Lumpkin, LLC
1720 Windward Concourse
Suite 300
Alpharetta, GA30005

Balance Due **$ 13,261.19**

Beverly Hale

Authorized Signature

Authorized Signature

Invoices are due at the beginning of the month covered.

Fed EIN : 27-3382913

Attachment: CorrectHealth Statement1713_Lumpkin_County_Detention_Center_220315 (3487 : Inmate Medical Services Statement for December

Lumpkin			
02/01/2022 - 02/28/2022			
Position	**Budgeted Costs**	**Total Payroll**	**Variance**
Health Service Coordinator (LPN)	$ 5,279.36	$ 0.00	($5,279.36)
LCSMS	$ 0.00	$ 527.22	$ 527.22
LPN	$ 4,824.80	$ 23,021.01	$ 18,196.21
LPNCS	$ 0.00	$ 277.35	$ 277.35
Medical Director (MD)	$ 513.60	$ 373.36	($140.24)
Midlevel Provider (NP / PA)	$ 271.90	$ 1,337.67	$ 1,065.77
Psychiatrist	$ 663.88	$ 0.00	($663.88)
RN	$ 721.88	$ 0.00	($721.88)
Grand Total	**$ 12,275.42**	**$ 25,536.61**	**$ 13,261.19**

Attachment: CorrectHealth Statement1713_Lumpkin_County_Detention_Center_220315 (3487 : Inmate Medical Services Statement for

Invoice

1687

1720 Windward Concourse, Suite 300 • Alpharetta, GA 30005
Phone 770.692.4750 • Fax 770.692.4754

Bill to:
Lumpkin County Detention Center
Attn: Captain Danny Rider
385 E Main Street
Dahlonega, GA 30533

May 15, 2022

Description	Amount
Labor variance for the month of March 1, 2022 - March 31, 2022	
Total Payroll $21,871.54	$ 8,280.89
Budgeted Cost $13,590.64	

Please remit payment to:

CorrectHealth Lumpkin, LLC
1720 Windward Concourse
Suite 300
Alpharetta, GA30005

Balance Due **$ 8,280.89**

Beverly Hale

Authorized Signature

Authorized Signature

Invoices are due at the beginning of the month covered.

Fed EIN : 27-3382913

Attachment: CorrectHealth Statement1713_Lumpkin_County_Detention_Center_220315 (3487 : Inmate Medical Services Statement for December

Lumpkin			
03/01/2022 - 03/31/2022			
Position	**Budgeted Costs**	**Total Payroll**	**Variance**
HSA1H	$ 0.00	$ 3,749.06	$ 3,749.06
Health Service Coordinator (LPN)	$ 5,845.01	$ 0.00	($5,845.01)
LCSMS	$ 0.00	$ 446.04	$ 446.04
LPN	$ 5,341.74	$ 16,563.30	$ 11,221.56
Medical Director (MD)	$ 568.63	$ 423.21	($145.42)
Midlevel Provider (NP / PA)	$ 301.03	$ 689.93	$ 388.90
Psychiatrist	$ 735.01	$ 0.00	($735.01)
RN	$ 799.22	$ 0.00	($799.22)
Grand Total	**$ 13,590.64**	**$ 21,871.54**	**$ 8,280.89**

Attachment: CorrectHealth Statement1713_Lumpkin_County_Detention_Center_220315 (3487 : Inmate Medical Services Statement for