



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

June 18, 2024
6:00 PM

- **CALL TO ORDER**
- **INVOCATION**
- **CONSIDERATION OF AGENDA**
- **PUBLIC COMMENTS (Agenda Specific)**
- **PRESENTATIONS**
 1. 2023 Audit Presentation (*Mauldin & Jenkins*)
- **CONSIDERATION OF MINUTES**
 2. Board of Commissioners - Work Session - May 7, 2024 4:00 PM
 3. Board of Commissioners - Special Called Meeting - May 7, 2024 4:30 PM
 4. Board of Commissioners - Work Session II - May 21, 2024 5:30 PM
 5. Board of Commissioners - Regular Meeting - May 21, 2024 6:00 PM
- **RESOLUTIONS**
 6. 2024-31 Resolution Approving the GDOT 5311 - Lumpkin County Transit System Title VI Plan Renewal (*Fleet & Transit Division Manager Randy Allison*)
- **REPORTS**

County Department reports can be viewed on www.lumpkincounty.gov
- **ELECTED OFFICIALS**
- **CONTRACTS/AGREEMENTS**
 7. 2024-046 Local Share Match and Commitment Letter Legacy Link, Inc. SFY2025 (*Senior Center Manager Kim Massey*)
 8. 2024-047 GDOC Inmate Work Detail Contract (*Director of Operations Ashley Peck*)
 9. 2024-048 Consideration of Renewal of State Properties Commission Lease - Technical College System of GA (*Director of Operations Ashley Peck*)
 10. 2024-049 ACCG-IRMA Property & Liability Insurance Renewal (*Community & Employee Services Director Alicia Davis*)
 11. 2024-050 Medical Director - EMS - Jack Freeman (*EMA Director David Wimpy*)
 12. 2024-051 United Futbol Academy (UFA) Soccer Contract (*Park & Rec Manager Tim Towe*)

13. 2024-052 Park & Recreation Fields TruGreen Weed Control and Fertilization Contract (*Parks & Recreation Manager Tim Towe*)
14. 2024-053 Enotah Public Defender Indigent Defense Contract - City (*Finance Director Abby Branan*)
15. 2024-054 Enotah Public Defender Indigent Defense Contract – Four Counties (*Finance Director Abby Branan*)
16. 2024-056 Turf Management Services for the Welcome Sign and Roundabouts Contract Renewal (*Director of Operations Ashley Peck*)
17. 2024-057 Taxation and Economic Development Abatement for Satellite Industries (*Chamber of Commerce Executive Director Robb Nichols*)
- 17b. Georgia Power 2023-2025 Commercial Energy Efficiency Program Agreement

- **OTHER ITEMS**

18. Job Description - GIS Administrator - Planner 1 (*Assistant County Manager Rebecca Mincey*)
19. Job Description - Code & Environmental Enforcement Officer – Senior Building Inspector (*Assistant County Manager Rebecca Mincey*)
- 19b. Freeze Deputy Planning Director Position
20. Request to Approve 2024-2025 COBRA Health Insurance Rates (*Community & Employee Services Director Alicia Davis*)
21. Enotah Circuit – FY25 Budget (*Finance Director Abby Branan*)
22. Alcoholic Beverage License (Retail Beer/Wine Package Sales) - Goutam Debnath for Nadia 2024 Prothom, Inc. d/b/a Mountain Mart Food & Gas (*County Clerk Melissa Witcher*)
23. SEDC Court Coordinator as Pass-Through Employee of Lumpkin County (*MS Court Administrator Enotah Judicial Circuit Magdalene McDonald*)
24. Lumpkin County Justice Center Modification (*MS Court Administrator Enotah Judicial Circuit Magdalene McDonald*)
25. Conceptual Plan for Parking, a Pavilion and Restrooms on County Owned Property at Rock House Road (*County Manager Alan Ours*)

- **COUNTY MANAGER**

- **COUNTY ATTORNEY**

- **COMMISSIONERS**

- **PUBLIC COMMENTS**

- **ADJOURNMENT**



Lumpkin County, Georgia

Finance

Date: June 18, 2024

Agenda Item: 2023 Audit Presentation (*Mauldin & Jenkins*)

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



MAULDIN & JENKINS

CPAs & ADVISORS

Lumpkin County, Georgia

***Auditor's Discussion & Analysis
Financial & Compliance Audit Summary***

December 31, 2023



Lumpkin County, Georgia

Auditor's Discussion & Analysis ***Financial & Compliance Audit Summary*** ***December 31, 2023***

Presented by:
Adam Fraley, CPA, Partner



Lumpkin County, Georgia

Auditor's Discussion & Analysis (AD&A)

December 31, 2023

PURPOSE OF ANNUAL AUDIT AGENDA

- ◆ Engagement Team and Firm Information.

- ◆ Overview of:
 - Audit Opinion;
 - Financial Statements, Footnotes, and Supplementary Information; and
 - Compliance Reports.

- ◆ Required Communications under Government Auditing Standards.

- ◆ Accounting Recommendations and Related Matters.

- ◆ Other Items and Closing Thoughts.

- ◆ Answer Questions.

Lumpkin County, Georgia

Auditor's Discussion & Analysis (AD&A)

December 31, 2023

MAULDIN & JENKINS – GOVERNMENTAL PRACTICE

MAULDIN & JENKINS BY THE NUMBERS



CONSISTENTLY RANKED AS A TOP
ACCOUNTING FIRM IN THE U.S.

100+ year

HISTORY
OF QUALITY SERVICE

Serve 725+
GOVERNMENT CLIENTS

GOVERNMENTAL
PARTNERS &
DIRECTORS

25



150+

TEAM MEMBERS DEDICATED
TO SERVING THE
GOVERNMENTAL INDUSTRY



VISION
*To be a trusted advisor, earning trust and building respect through our
consistent commitment to sustainable excellence, leadership, and integrity.*



220+

SINGLE AUDITS PERFORMED LAST
YEAR COVERING OVER \$6 BILLION
OF FEDERAL GRANTS



156,000+

HOURS ANNUALLY
PROVIDED TO
GOVERNMENTAL CLIENTS

175+

CURRENT CLIENTS AWARDED
THE GFOA CERTIFICATE OF
EXCELLENCE

6

STATES

14

OFFICES



Engagement Team Leaders for Lumpkin County Include:

- Adam Fraley – Engagement Lead Partner – over 25 years' experience
- Doug Moses – Engagement Quality Control Review Partner – over 25 years' experience
- Will Derzis – Engagement Director – 8 years' experience

Lumpkin County, Georgia

Auditor's Discussion & Analysis (AD&A)

December 31, 2023

MAULDIN & JENKINS – ADDITIONAL INFORMATION

Other Industries & Services by Mauldin & Jenkins:

Each of Mauldin & Jenkins' offices provides a wide variety of services to a broad range of clientele. We have partners and managers who are responsible for specialized practice areas of auditing and accounting, taxes, and management advisory services. Their purpose, as leaders in the particular practice area, is to establish policies with respect to technical matters in these specific areas and ensure that the quality of the Firm's practice is maintained.

Industries Served: Over the years our partners have developed expertise in certain industries representative of a cross section of the Georgia economy, including:

- Governmental Entities (state entities, cities, counties, school systems, business-type operations, libraries, and other special purpose entities)
- SEC Registrants
- Wholesale Distribution
- Agri-Businesses
- Manufacturing
- Professional Services
- Employee Benefit Plans
- Financial Institutions (community banks, savings & loans, thrifts, credit unions, mortgage companies, and finance companies)
- Non-Profit Organizations
- Retail Businesses
- Long-term Healthcare
- Construction & Development
- Individuals, Estates and Trusts
- Real Estate Management

Services Provided: This diversity of practice enables our personnel to experience a wide variety of business, accounting, and tax situations. We provide the traditional and not-so-traditional services such as:

- Financial Audit/Review/Compilation
- Compliance Audits & Single Audits
- Agreed-Upon Procedures
- Forensic Audits
- Bond Issuance Services
- Performance Audits
- State Sales Tax Matters
- International Tax Matters
- Business & Strategic Planning
- Profitability Consulting
- Budgeting
- Buy-Sell Agreements & Business Valuation Issues
- Income Tax Planning & Preparation
- Multi-State Income Tax Issues
- Information Systems Consulting
- Cost Accounting Analysis
- Healthcare Cost Reimbursement
- Outsourced Billing Services
- Fixed Asset Inventories
- Succession & Exit Strategy Consulting
- Estate Planning
- Management Information Systems
- Employee Benefit Plan Administration
- Merger/Acquisition & Expansion Financing

Lumpkin County, Georgia

Auditor's Discussion & Analysis (AD&A)

December 31, 2023

INDEPENDENT AUDITOR'S REPORT

The independent auditor's report has specific significance to readers of the financial report.

Management's Responsibility for the Financial Statements

The financial statements are the responsibility of management.

Auditor's Responsibility

Our responsibility, as external auditors, is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. We planned and performed our audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

Opinions

We have issued an unmodified audit report (i.e., "clean opinions"). The respective financial statements are considered to present fairly the financial position and results of operations as of, and for the year ended December 31, 2023.

Other Matters

Certain required supplementary information and other information is included in the financial report, and as directed by relevant auditing standards, we have not expressed an opinion or provided any assurance on the respective information.

Other Reporting

Government Auditing Standards require auditors to issue a report on our consideration of internal control over financial reporting and on our tests of compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. We have issued such a report and reference to this report is included in the independent auditor's report.

Lumpkin County, Georgia

Auditor's Discussion & Analysis (AD&A)

December 31, 2023

REVIEW OF ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR)

General Information about the ACFR

An Annual Comprehensive Financial Report (ACFR) goes beyond the normal financial reporting required by accounting principles generally accepted in the United States. An ACFR includes at a minimum the following elements/sections:

- **Introductory Section:** general information on the County's structure and the services it provides.
 - Letter of Transmittal
 - Organizational Chart
 - Directory of Officials
- **Financial Section:** basic financial statements, footnotes, and required supplementary information along with the auditor's report.
 - Independent Auditor's Report
 - Management Discussion & Analysis (MD&A)
 - Financial Statements and Footnotes
- **Statistical Section:** broad range of financial and demographic information useful in assessing the County's economic condition, and this information covers multiple years.
 - Financial Trends Information
 - Revenue Capacity Information
 - Debt Capacity Information
 - Operating Information

An ACFR goes far beyond the basic requirements of annual financial reporting, and the County should be commended for going beyond the minimum and providing such a report.

Lumpkin County, Georgia

Auditor's Discussion & Analysis (AD&A)

December 31, 2023

OVERVIEW OF FINANCIAL STATEMENTS

The County's basic financial statements include three components:

- 1) Government-wide financial statements;
- 2) Fund financial statements; and
- 3) Notes to the financial statements.

The **government-wide financial statements** provide a broad overview of all of the County's funds, as well as its discretely presented component units – the Lumpkin County Department of Public Health, the Lumpkin County Hospital Authority, the Lumpkin County Water and Sewerage Authority, the Development Authority of Lumpkin County, the Lumpkin County Airport Authority and the Lumpkin County Public Building Authority. The *Statement of Net Position* presents information on all assets (and deferred outflows) and liabilities (and deferred inflows) of the County, with the resulting difference reported as net position. The *Statement of Activities* presents information showing how the County's net position changed during the most recent fiscal year. Revenues are categorized as program revenues or general revenues. Expenses are categorized by function.

The **fund financial statements** more closely resemble the financial statements as presented prior to the adoption of GASB Statement No. 34. All of the funds of the County can be divided into three (3) categories: governmental funds (includes the General Fund), business-type funds, and fiduciary funds.

The County also includes, as part of the ACFR, the following information:

- 1) Introductory Section (including the letter of transmittal)
- 2) Statistical Section
- 3) Single Audit Report

Government-Wide (Full-Accrual) Financial Statements

As noted above, the financial report of the County includes two (2) entity-wide financial statements: a *Statement of Net Position*; and a *Statement of Activities*.

Highlights of the government-wide statements notes total assets (and deferred outflows of resources) of approximately \$177,000,000 offset by liabilities (and deferred inflows of resources) of approximately \$49,000,000. This results in the County reported net position (or equity) of approximately \$128,000,000. Also, a substantial element of the net position is composed of a net investment in capital assets in the approximate amount of \$94,000,000. Restricted net position amounts to approximately \$17,000,000 leaving unrestricted net position of approximately \$11,000,000.

Lumpkin County, Georgia

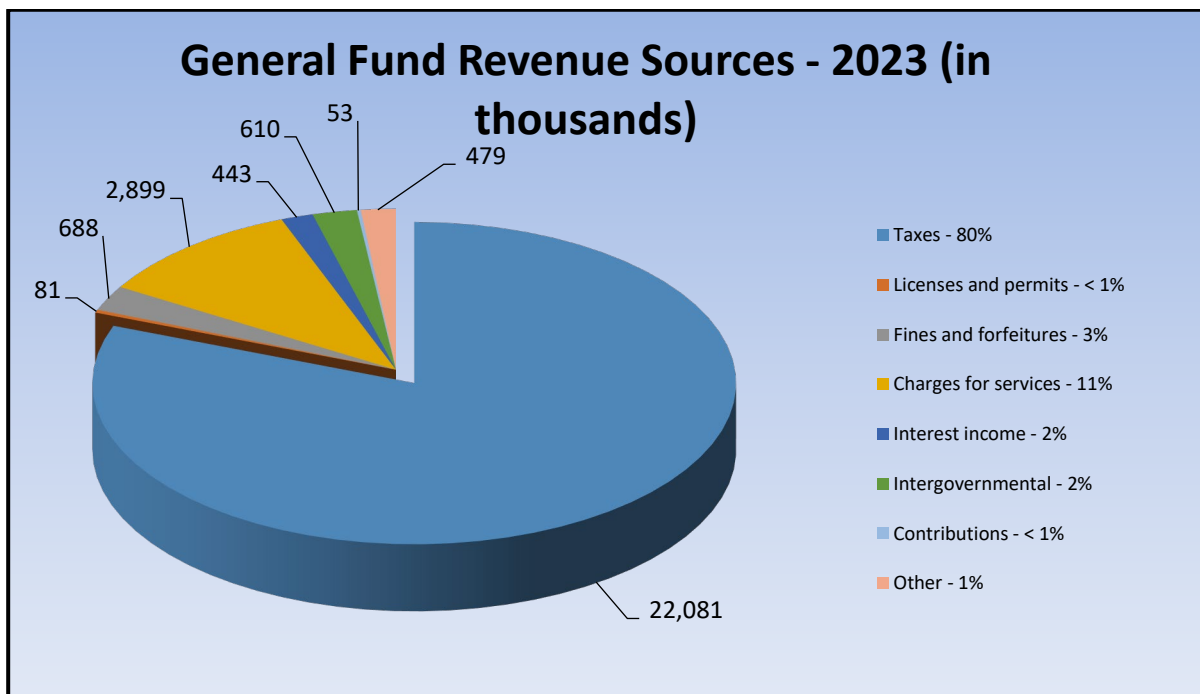
Auditor's Discussion & Analysis (AD&A)

December 31, 2023

The *Statement of Activities* attempts to report expenses in the first column with direct offsetting program revenues to the adjacent columns to arrive a net cost of the functional areas of operation. General revenues (primarily property taxes and sales taxes) come to the rescue of the net cost functional areas resulting in the County reporting a change in governmental activities net position of approximately \$11,000,000 for the fiscal year ended December 31, 2023.

General Fund

Of primary interest to the County is the **General Fund**, which accounts for the majority of revenues received and funds expended in the operations of the County, including general government activities, judicial, public safety, public works, health and welfare, culture and recreation, and housing and development. Additionally, the County reports capital outlays and debt service as separate line items in the financial statements. The following charts present the sources of revenues and the expenditures of the General Fund for the year ended December 31, 2023:



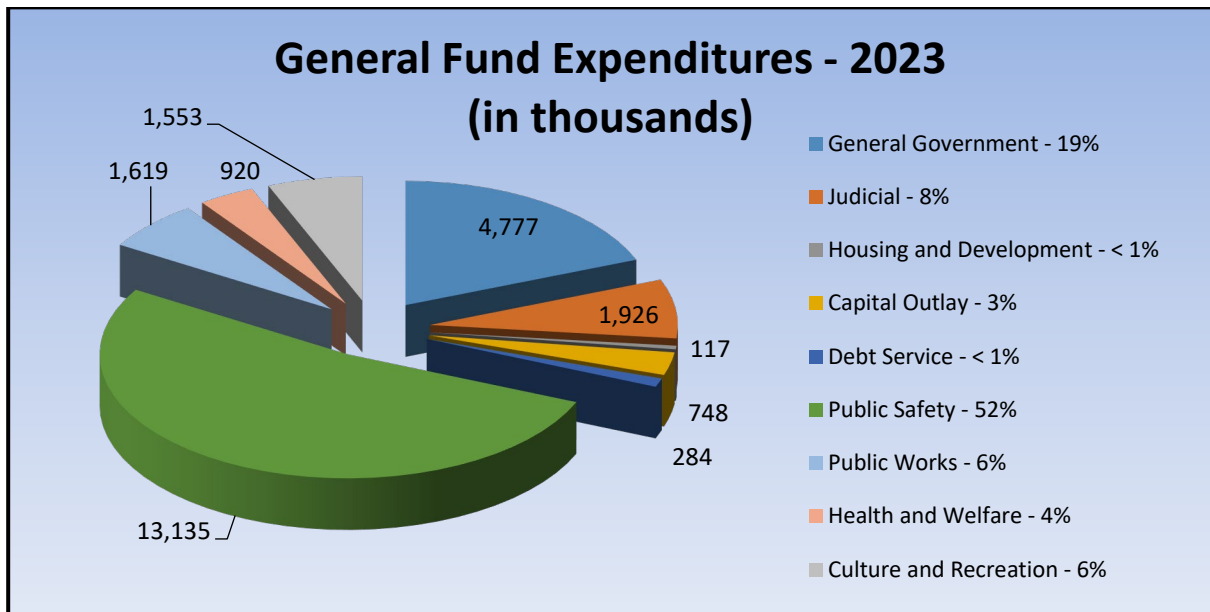
Total General Fund revenues for the year ended December 31, 2023 were approximately \$27,000,000. Revenues of the prior year were approximately \$25,000,000.

General Fund Expenditures: The chart at the top of the following page presents the General Fund's expenditures by major function for the fiscal year ended December 31, 2023. As expected, public safety is the primary expenditure of the County.

Lumpkin County, Georgia

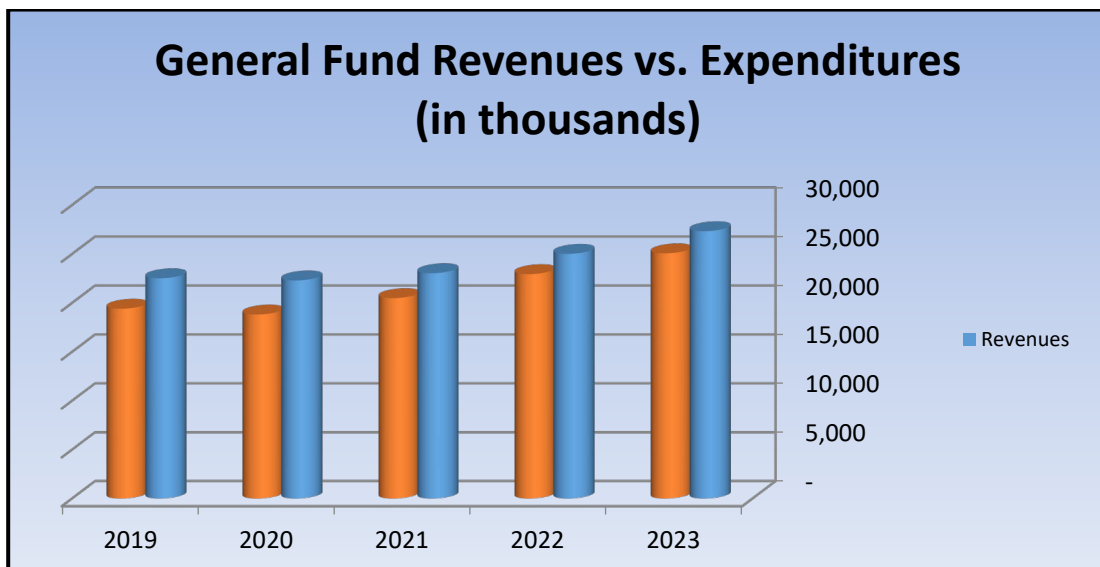
Auditor's Discussion & Analysis (AD&A)

December 31, 2023



Total expenditures during the year ended December 31, 2023 were approximately \$25,000,000. Expenditures of the prior year were approximately \$23,000,000. The most significant variance was an increase in public safety expenditures of approximately \$1,000,000.

More detailed explanations of variances can be found in the Management's Discussion and Analysis section of the financial statements. An analysis of General Fund revenues and expenditures for each of the last five fiscal years is as follows. It should be noted that other financing sources, such as transfers in and proceeds of debt, are included with the revenues. Other financing uses, such as transfers out, are included with the expenditures.



Lumpkin County, Georgia

Auditor's Discussion & Analysis (AD&A)

December 31, 2023

Fund balance of the General Fund at December 31, 2023 was approximately \$18,600,000, an increase from the prior year of approximately \$3,000,000. It is important to note that fund balance does not necessarily equate to funds on hand available to spend. Fund balance is the difference between assets and liabilities and deferred inflows of resources, only some of which is cash and investments. The County reports certain amounts of fund balance as nonspendable (6%) and assigned (36%) leaving the remaining 58% of the County's fund balance at December 31, 2023 as unassigned, and therefore, available for spending.

Other Governmental Funds

The County also maintains fourteen (14) *special revenue funds*. These funds account for revenues derived from specific sources which are legally restricted to finance particular functions or activities. *Debt service funds* are used to account for the accumulation of resources for payment of the County's long-term debt. The County maintains one (1) debt service fund. *Capital projects funds* are used to account for revenues and expenditures related to the renovation and/or construction of major capital assets. Three (3) capital projects funds are maintained by the County. The County also maintains one (1) internal service fund. The internal service fund maintained is the Self-Insurance Fund.

Business-Type Fund

The County maintains one (1) *proprietary fund* – the Solid Waste Management Fund. This fund accounts for the activities of the County's solid waste disposal program.

Fiduciary Funds

The County maintains five (5) *custodial funds* – the Tax Commissioner, the Sheriff, the Clerk of Courts, the Probate Court, and the Magistrate Court. These funds are used to account for the collection and disbursement of monies by the County on behalf of other governments and individuals, such as cash bonds, traffic fines, support payments, and ad valorem and property taxes.

Footnotes

Note 1 – Accounting Policies: This footnote discusses the overall organization of the County and the nature of its operations. This note also discloses pertinent information regarding the governing body of the County.

This footnote continues by sharing with a reader of the financial statements the significant accounting policies and principles utilized in the preparation of the financial statements.

Lumpkin County, Georgia

Auditor's Discussion & Analysis (AD&A)

December 31, 2023

Footnotes (Continued)

Note 2 – Reconciliation of Government-Wide Financial Statements and Fund Financial Statements: This footnote provides additional detailed information that is not already shown within the financial statements themselves, on the differences between the County's fund level financial statements and its government-wide financial statements.

Note 3 – Legal Compliance – Budgets: This footnote discloses the County's procedures in establishing its annual budget and discloses excesses of actual expenditures over appropriations for the year, if any.

Note 4 – Deposits and Investments: This disclosure addresses common deposit and investment risks related to credit risk, custodial credit risk, and interest rate risk.

Note 5 – Receivables: This footnote discloses the County's property tax calendar and detailed information on various receivable (and allowances for doubtful receivables) balances as well as lessor leasing arrangements of the Development Authority.

Note 6 – Capital Assets: This footnote discloses the County's capital asset activity and its related accumulated depreciation for the year.

Note 7 – Lease Assets: This footnote discloses the County's lease asset activity and related accumulated amortization for the year.

Note 8 – Interfund Receivables, Payables, and Transfers: This footnote discloses detailed information on the County's interfund balances and transfers and the purpose of these balances and transactions.

Note 9 – Long-Term Debt: This footnote discloses the County's long-term debt activity for the year and other information and maturities for this long-term debt.

Notes 10 and 11 – Pension Plans: These footnotes disclose the details of the County's Defined Benefit Pension Plan and Defined Contribution Plan.

Note 12 – Risk Management: This footnote discloses the County's various risks of loss and the measures the County has taken to mitigate those potential losses.

Note 13 – Commitments and Contingencies: This footnote discloses the contingencies from potential litigation, claims, and assessments filed against the County and significant contractual and financial commitments and guarantees.

Note 14 – Joint Venture: This footnote discloses the County's relationship with the Georgia Mountain Regional Commission and the North Georgia Waste Management Authority.

Lumpkin County, Georgia

Auditor's Discussion & Analysis (AD&A)

December 31, 2023

Footnotes (continued)

Note 14 – Hotel/Motel Lodging Tax: This footnote discloses the County's tax rate for hotel/motel taxes, along with the amounts and nature of these revenues and expenditures.

COMPLIANCE REPORTS

The financial report package contains the County's compliance report.

Yellow Book Report: The first compliance report is a report on our tests of the County's internal controls and compliance with laws, regulations, etc. The tests of internal controls were those we determined to be required as a basis for designing our financial statement auditing procedures. Such tests also considered the County's compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. In accordance with the respective standards, the report is not intended to provide an opinion, but to provide a form of negative assurance as to the County's internal controls and compliance with applicable rules and regulations.

REQUIRED COMMUNICATIONS

The Auditor's Responsibility Under *Government Auditing Standards* and Auditing Standards Generally Accepted in the United States of America

Our audit of the financial statements of Lumpkin, Georgia (the "County") for the year ended December 31, 2023 was conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether caused by error, fraudulent financial reporting, or misappropriation of assets. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. Accordingly, the audit was designed to obtain reasonable, rather than absolute, assurance about the financial statements. We believe our audit accomplishes that objective.

In accordance with *Government Auditing Standards*, we have also performed tests of controls and compliance with laws and regulations that contribute to the evidence supporting our opinion on the financial statements. However, they do not provide a basis for opining on the County's internal control or compliance with laws and regulations.

Lumpkin County, Georgia

Auditor's Discussion & Analysis (AD&A)

December 31, 2023

Accounting Policies

Management has the ultimate responsibility for the appropriateness of the accounting policies used by the County. There are several new accounting standards which will be required to be implemented in the coming years. These are discussed later in this document.

In considering the qualitative aspects of the County's accounting policies, we did not identify any significant or unusual transactions or significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus. The County's policies relative to the timing of recording of transactions are consistent with GAAP and typical government organizations.

Management's Judgments and Accounting Estimates

Accounting estimates are an integral part of the preparation of financial statements and are based upon management's current judgment. The process used by management encompasses their knowledge and experience about past and current events and certain assumptions about future events. Management has informed us they used all the relevant facts available to them at the time to make the best judgments about accounting estimates and we considered this information in the scope of our audit. We considered this information and the qualitative aspects of management's calculations in evaluating the County's significant accounting policies. Estimates significant to the financial statements include such items as: valuation estimates for donated capital assets and useful lives, landfill postclosure, and estimates for claims incurred but not reported within the Internal Service Fund.

Financial Statement Disclosures

The footnote disclosures to the financial statements are also an integral part of the financial statements. The process used by management to accumulate the information included in the disclosures was the same process used in accumulating the financial statements, and the accounting policies described above are included in those disclosures. The overall neutrality, consistency, and clarity of the disclosures was considered as part of our audit and in forming our opinion on the financial statements.

Significant Difficulties Encountered in Performing the Audit

We encountered no difficulties in dealing with management relating to the performance of the audit.

Disagreements with Management

We encountered no disagreements with management over the application of significant accounting principles, the basis for management's judgments on significant matters, the scope of the audit, or significant disclosures to be included in the financial statements.

Lumpkin County, Georgia

Auditor's Discussion & Analysis (AD&A)

December 31, 2023

Representation from Management

We requested written representations from management relating to the accuracy of information included in the financial statements and the completeness and accuracy of various information requested by us, during the audit. Management provided those written representations without a problem.

Management's Consultations with Other Accountants

We are not aware of any consultations management had with other accountants about accounting or auditing matters.

Significant Issues Discussed with Management

There were no significant issues discussed with management related to business conditions, plans, or strategies that may have affected the risk of material misstatement of the financial statements. We are not aware of any consultations management had with us or other accountants about accounting or auditing matters. No major issues were discussed with management prior to our retention to perform the aforementioned audit.

Audit Adjustments

During our audit of the County's basic financial statements as of and for the year ended December 31, 2023, there were adjusting journal entries that were posted to the County's funds. A copy of these entries can be found at the back of this document for your discussion and review.

Uncorrected Misstatement

We had one (1) passed adjustment pertaining to management's election to propose and pass on recording certain subscription-based IT arrangements assets and liabilities under newly applicable GASB Statement No. 96.

Independence

We are independent of the County, and all related organizations, in accordance with auditing standards promulgated by the American Institute of Public Accountants and *Government Auditing Standards*, issued by the Comptroller General of the United States.

Other Information in Documents Containing Audited Financial Statements

We are not aware of any other documents that contain the audited basic financial statements. If such documents were to be published, we would have a responsibility to determine that such financial information was not materially inconsistent with the audited statements of the County.

Lumpkin County, Georgia

Auditor's Discussion & Analysis (AD&A)

December 31, 2023

Required Supplementary Information

We applied certain limited procedures to the Management's Discussion and Analysis, Schedule of Changes in the County's Net Pension Liability and Related Ratios, the Schedule of County Contributions – Retirement Plan, and the budgetary comparison schedules for the General Fund, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

Supplementary Information

We were engaged to report on the combining and individual nonmajor fund financial statements and schedules, the schedules of projects constructed with proceeds from transportation special purpose local option sales tax, and the schedules of projects constructed with proceeds from special purpose local option sales tax, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Lumpkin County, Georgia

Auditor's Discussion & Analysis (AD&A)

December 31, 2023

ACCOUNTING RECOMMENDATIONS AND RELATED MATTERS

Recommendations for Improvement

During our audit of the financial statements as of and for the year ended December 31, 2023, we noted areas within the accounting and internal control systems that we believe can be improved. We noted certain items management should consider as part of its decision-making process. Our recommendations (also commonly referred to as management points) are presented in the following paragraphs. We believe consideration of these recommendations will help provide proper control over financial activities and add effectiveness and efficiency to overall operations.

Item Cited in the County's Financial Statements as a Material Weakness

1) Net Position Reporting – Lumpkin County Water and Sewerage Authority

Internal controls should be in place to ensure that the amounts reported in the Authority's financial statements as net position are free from material misstatement and reported in accordance with generally accepted accounting principles (GAAP). During our testing the Authority's beginning net position, we noted the beginning net position reported in the trial balance did not agree to the net position reported in the prior year financial statements. An adjusting entry totaling \$13,505 was required to reconcile opening net position.

We recommend management reconcile equity during their year-end close-out procedures to avoid differences manifesting during the audit.

Item Cited in the County's Financial Statements as a Significant Deficiency

1) Intergovernmental Grant Receivable Recording

Internal controls should be in place to ensure that financial statements are properly presenting the intergovernmental receivable and related accounts of the County in accordance with generally accepted accounting principles. During our testing of intergovernmental receivables, an audit adjustment was required within the County's nonmajor governmental funds to accrue an intergovernmental receivable and unavailable revenue pertaining to one of the County's federal grants. In accordance with GASB Statement No. 33, *Accounting and Financial Reporting for Nonexchange Transactions*, once eligibility requirements have been met, such as costs incurred, a receivable should be recorded regardless of if no cash reimbursement has been received. An audit adjustment of \$55,125 was required to properly report the intergovernmental receivable and related unavailable revenue for the year ended December 31, 2023.

Lumpkin County, Georgia

Auditor's Discussion & Analysis (AD&A)

December 31, 2023

Management Points for Communication to the County Commissioners

We have discussed various matters with management pertaining to operations and controls including, but not limited to:

1) Bank Reconciliation

During our testing of cash reported by the Sheriff's Office, we noted one Inmate Trust Fund account for which no bank reconciliation had been prepared. Upon further review and testing of the account it was determined that no material reconciling items necessitated an adjustment. While the bank balance of \$1,290 of the account is immaterial to the Custodial Funds and County, we recommend that all departments annually review the listing of bank accounts maintained for completion and perform reconciliations for all accounts.

2) Governmental Fund Budget

State of Georgia law (OCGA 36-81-3) states that that each unit of local government shall adopt and operate under an annual balanced budget for each special revenue fund. During our review of the County's budgets, we noted that for the fiscal year ended December 31, 2023, the Opioid Settlement Fund did not have a budget established. We recommend that the County adopt and operate under balanced budgets for all governmental funds.

Other Matters for Communication to the Board and Management

During our audit of the financial statements as of and for the year ended December 31, 2023, we noted other matters which we wish to communicate to you in an effort to keep the County abreast of accounting matters that could present challenges in financial reporting in future periods. Our recommendations and proactive thoughts and communications are presented in the following paragraphs.

1) New Governmental Accounting Standards Board (GASB) Pronouncements



As has been the case for the past 10 years, GASB has issued several other new pronouncements which will be effective in future years. The following is a brief summary of the new standards:

- a) **Statement No. 100, *Accounting Changes and Error Corrections*** was issued in June 2022 and is effective for accounting changes and error corrections made in fiscal years beginning after June 15, 2023, and all reporting periods thereafter.

The primary objective of this statement is to enhance accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability.

Lumpkin County, Georgia

Auditor's Discussion & Analysis (AD&A)

December 31, 2023

This statement defines *accounting changes* as changes in accounting principles, changes in accounting estimates, and changes to or within the financial reporting entity and describes the transactions or other events that constitute those changes. As part of those descriptions, for (1) certain changes in accounting principles and (2) certain changes in accounting estimates that result from a change in measurement methodology, a new principle or methodology should be justified on the basis that it is preferable to the principle or methodology used before the change. That preferability should be based on the qualitative characteristics of financial reporting—understandability, reliability, relevance, timeliness, consistency, and comparability. This statement also addresses corrections of errors in previously issued financial statements.

This statement prescribes the accounting and financial reporting for (1) each type of accounting change and (2) error corrections. This statement requires that (a) changes in accounting principles and error corrections be reported retroactively by restating prior periods, (b) changes to or within the financial reporting entity be reported by adjusting beginning balances of the current period, and (c) changes in accounting estimates be reported prospectively by recognizing the change in the current period. The requirements of this statement for changes in accounting principles apply to the implementation of a new pronouncement in absence of specific transition provisions in the new pronouncement. This statement also requires that the aggregate amount of adjustments to and restatements of beginning net position, fund balance, or fund net position, as applicable, be displayed by reporting unit in the financial statements.

This statement requires disclosure in notes to financial statements of descriptive information about accounting changes and error corrections, such as their nature. In addition, information about the quantitative effects on beginning balances of each accounting change and error correction should be disclosed by reporting unit in a tabular format to reconcile beginning balances as previously reported to beginning balances as restated.

Furthermore, this statement addresses how information that is affected by a change in accounting principle or error correction should be presented in required supplementary information (RSI) and supplementary information (SI). For periods that are earlier than those included in the basic financial statements, information presented in RSI or SI should be restated for error corrections, if practicable, but not for changes in accounting principles.

- b) Statement No. 101, *Compensated Absences*** was issued in June 2022 and is effective for fiscal years beginning after December 15, 2023, and all reporting periods thereafter.

This statement requires that liabilities for compensated absences be recognized for (1) leave that has not been used and (2) leave that has been used but not yet paid in cash or settled through noncash means. A liability should be recognized for leave that has not been used if (a) the leave is attributable to services already rendered, (b) the leave accumulates, and (c) the leave is more likely than not to be used for time off or otherwise paid in cash or settled through noncash means. Leave is attributable to services already rendered when an

Lumpkin County, Georgia

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employee has performed the services required to earn the leave. Leave that accumulates is carried forward from the reporting period in which it is earned to a future reporting period during which it may be used for time off or otherwise paid or settled. In estimating the leave that is more likely than not to be used or otherwise paid or settled, a government should consider relevant factors such as employment policies related to compensated absences and historical information about the use or payment of compensated absences. However, leave that is more likely than not to be settled through conversion to defined benefit postemployment benefits should not be included in a liability for compensated absences.

This statement requires that a liability for certain types of compensated absences—including parental leave, military leave, and jury duty leave—not be recognized until the leave commences. This statement also requires that a liability for specific types of compensated absences not be recognized until the leave is used.

This statement also establishes guidance for measuring a liability for leave that has not been used, generally using an employee's pay rate as of the date of the financial statements. A liability for leave that has been used but not yet paid or settled should be measured at the amount of the cash payment or noncash settlement to be made. Certain salary-related payments that are directly and incrementally associated with payments for leave also should be included in the measurement of the liabilities.

c) **Other Pending or Current GASB Projects.** As noted by the numerous pronouncements issued by GASB over the past decade, the GASB continues to research various projects of interest to governmental units. Subjects of note include:

- **Reexamination of the Financial Reporting Model.** GASB has added this project to its technical agenda to make improvements to the existing financial reporting model (established via GASB Statement No. 34). Improvements are meant to enhance the effectiveness of the model in providing information for decision-making and assessing a government's accountability. GASB anticipates issuance of a final standard in late 2023 or early 2024.
- **Revenue and Expense Recognition** is another long-term project where the GASB is working to develop a comprehensive application model for recognition of revenues and expenses from nonexchange, exchange, and exchange-like transactions. The final standard is expected in mid-2027.

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- **Going Concern Uncertainties and Severe Financial Stress** is a major project where the goal is to address issues related to disclosures regarding going concern uncertainties and severe financial stress. The project will consider (1) improvements to existing guidance for going concern considerations to address diversity in practice and clarify the circumstances under which disclosure is appropriate, (2) developing a definition of severe financial stress and criteria for identifying when governments should disclose their exposure to severe financial stress, and (3) what information about a government's exposure to severe financial stress is necessary to disclose. This technical topic is being examined by the GASB due to a wide diversity in practice regarding required presentation on the face of the financial statements, disclosures, etc. An exposure draft on this topic is expected by mid-2025.

Summations of Thoughts Noted Above

We believe the implementation of these suggestions will enhance both the control environment and the financial reporting process, making both more effective. We also believe these recommendations can be easily implemented, and all problems resolved quite timely should management elect to employ the corrective measures.

FREE QUARTERLY CONTINUING EDUCATION AND NEWSLETTERS FOR GOVERNMENTAL CLIENTS

Free Continuing Education. We provide free quarterly continuing education for all of our governmental clients. Each quarter, we pick a couple of significant topics tailored to be of interest to governmental entities and offer the sessions several times per quarter at a variety of client provided locations resulting in greater networking among our governmental clients. We normally see approximately 100 people per quarter. We obtain the input and services of experienced outside speakers along with our in-house professionals.

"I've been a CPA for 32 years. Today's CPE class by Mauldin & Jenkins has been the best of my career". Terry Nall, CPA, City of Dunwoody (GA) Council Member

"They are always on top of new accounting pronouncements and provide training well before implementation deadlines. This is a very valuable resource for our organization". Laurie Puckett, CPA, CPFO, Gwinnett County (GA), Accounting Director



Examples of subjects addressed in past quarters include:

- Accounting for Debt Issuances
- Achieving Excellence in Financial Reporting
- Best Budgeting Practices, Policies and Processes
- Best Practices in Banking

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- Budget Preparation
- ACFR Preparation (several times including a two (2) day hands-on course)
- Capital Asset Accounting Processes and Controls
- Closing Out and Audit Preparation
- Collateralization of Deposits and Investments
- Component Units
- Cybersecurity Risk Management
- Evaluating Financial and Non-Financial Health of a Local Government
- Financial Report Card – Where Does Your Government Stand?
- Financial Reporting Model Improvements
- GASB Nos. 74 & 75, New OPEB Standards
- GASB No. 77, Tax Abatement Disclosures
- GASB No. 84, Fiduciary Activities
- GASB No. 87, Leases
- GASB Projects & Updates (ongoing and several sessions)
- Grants (Accounting and Auditing)
- Human Capital Management
- Information Technology (IT) Risk Management
- Internal Controls Over Accounts Payable, Payroll and Cash Disbursements
- Internal Controls Over Receivables & the Revenue Cycle
- Internal Revenue Service (IRS) Compliance Issues, Primarily Payroll Matters
- Legal Considerations for Debt Issuances & Disclosure Requirements
- Policies and Procedures Manuals
- Presenting Financial Information to Non-Financial People
- Procurement Card Red Flags
- Risk, Efficiency, & Effectiveness in Governments
- Segregation of Duties
- Single Audits for Auditees
- SPLOST Accounting, Reporting & Compliance
- Uniform Grant Guidance



Governmental Newsletters. We periodically produce newsletters tailored to meet the needs of governments. The newsletters have addressed a variety of subjects and are intended to be timely in their subject matter. The newsletters are authored by Mauldin & Jenkins partners and managers and are not purchased from an outside agency. The newsletters are intended to keep you informed of current developments in the government finance environment.



In the past several years, the following topics have been addressed in our monthly newsletters:

- Are Your Government's Funds Secure?
- COVID-19 Updates (several)
- Cybersecurity Awareness

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- Deposit Collateralization
- Employee vs Independent Contractor
- Escheat Laws on Unclaimed Property
- Federal Funding and Accountability Transparency Act
- Forensic Audit or Financial Audit?
- Form PT 440
- GASB Invitation to Comment – the New Financial Reporting Model
- GASB No. 72, Fair Value, It is Not Totally About Disclosure
- GASB Nos. 74 & 75, Other Postemployment Benefits (OPEB)
- GASB No. 77, Abatements – Go Viral with GASB No. 77
- GASB No. 84 Fiduciary Activities (Series)
- GASB No. 87, Leases
- GASB No. 89, Accounting for Interest Cost Incurred Before the End of Construction
- GASB No. 91, Conduit Debt Obligations
- GASB No. 93, Replacement of Interbank Offered Rates
- General Data Protection Regulation (GDPR)
- Grants Management
- OMB Compliance Supplements
- OPEB, What You Need to Know
- Public Funds and Secure Deposit Program
- Rotating or Not Rotating Auditors
- Property Tax Assessments
- Remote Auditing Best Practices
- Refunding Debt
- Sales & Use Taxes on Retail Sales of Jet Fuel
- Sales Tax Collections and Remittances by the State
- SAS Clarity Standards and Group Audits
- Single Audit, including Uniform Guidance (several)
- Social Security Administration (SSA) Incentive Payments
- Special Purpose Local Option Sales Taxes (SPLOST) Expenditures
- Subrecipient Risk Assessment Tool
- Supplemental Social Security for Inmates
- The New Tax Cuts and Jobs Act – Impact on Bond Refunding
- The Return of the Component Unit – GASB No. 61
- Uniform Guidance & New Procurement Requirements
- What's Happening with Property Tax Assessments



You are the best auditors I have ever worked with over my career. It is a big difference having a group that is dedicated to governmental accounting.

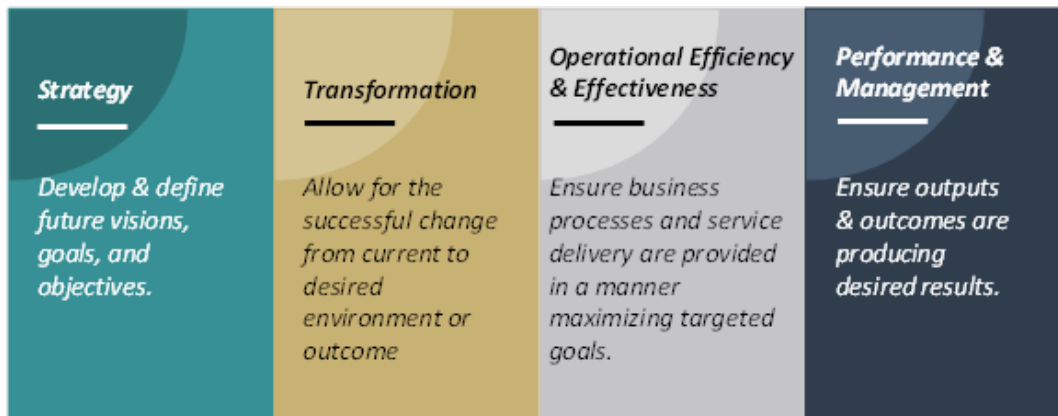
Wesley Ropp,
Charleston Water System,
Chief Financial Officer

Lumpkin County, Georgia

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Communication. To better communicate our free continuing education plans and newsletters, please email Paige Vercoe at pvercoe@mjcpa.com (send corresponding copy to afraley@mjcpa.com), and provide individual names, mailing addresses, email addresses, and phone numbers of anyone you wish to participate and be included in our database



Governmental Advisory Services

Beyond traditional audit and accounting services and IT services, we provide advisory services that are wide-ranging in nature. Our experienced government advisory team helps governments, governmental agencies and special purpose governmental organizations balance fiscal responsibility with the latest business strategies to achieve targeted and overarching objectives. Our advisory services can be summarized via the following bubbles.

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David Roberts

Partner, Governmental Advisory Services

David Roberts has more than 23 years of experience as a consultant and trusted advisor providing operational and/or organizational assessments and similar transformational projects for federal, state, and local governments across the country. David's experience includes leading numerous enterprise-wide/departmental/functional assessments and transformations over his career measuring the efficiency and effectiveness of organizational structures and culture, performance management, technology systems and strategies, staffing models, service delivery models, and customer satisfaction.



David helps his clients turn visions and goals into reality. He has helped multiple clients win national government industry awards for innovation, transformation, and cost savings.

David leads our Government Advisory practice, where he focuses on helping governments and individual agencies fulfill and exceed their financial, operational, and regulatory obligations to the public.

David has completed hundreds of projects over his career. Below are representative sample management consulting projects demonstrating David's depth and breadth completed within the past 12 months:

Operational and Performance Assessment – Walton County, Georgia

David led a multidepartment Operational and Performance Assessment for Walton County. The scope included assessing organizational structure, operational efficiency, staffing levels and resource utilization, comparison to leading practices, and observations and recommendations to assist the County in achieving the desired future state. The final report included numerous observations with associated recommendations and a detailed Roadmap/Implementation Plan.

Outsourcing Feasibility Study – City of Rocky Mount, North Carolina

David led a feasibility study for the City of Rocky Mount to assess its current service delivery model for providing parks maintenance and landscaping services. City operations used a hybrid model of both internal resources and third-party contractors to provide parks maintenance and landscaping. The project evaluated the pros and cons (both financial and nonfinancial) of 1) maintaining the hybrid model, 2) performing all services in-house, and 3) performing all services externally.

Finance Functional Assessment – Richland County Library, South Carolina

David led a functional assessment of the Library's finance department. The project consisted of understanding the current state – current service provision, performance, workflow, business processes, internal controls, organizational structure, reporting, and communications. The current state was compared to leading practices and gaps were

Lumpkin County, Georgia

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identified. An implementation roadmap was created that aligned recommendations to leaderships' vision to help the organization achieve its desired future state.

Technology Utilization Assessment – Mt. Pleasant Waterworks, South Carolina

David led an objective evaluation of the organization's system usage and governance related to the existing financial system (Microsoft Dynamics) and the existing workorder management system (Maximo). The organization wanted to maximize the efficiency and effectiveness of both systems while maintaining internal controls and system of record. The project consisted of numerous interviews, data review, system mapping, and a collaborative workshop among stakeholders to define a future state.

Grant Compliance Audit – Decide DeKalb, Georgia

David led a Grant Compliance Assessment of various development projects for Decide DeKalb. The project reviewed the established grant and contractual criteria to be maintained by developers and compared with tenant information related to low income occupants. The project identified areas of compliance, noncompliance, and recommendations for remediation.

Forensic Audit – Confidential City

David led a forensic investigation into questionable cash management activity for a City Parks and Recreation department. The project reviewed bank account activity, cancelled checks, cash withdrawals, and purchased item documentation as well as conducted interviews with account cardholders to determine the collection, handling, and use of several hundred thousand dollars collected in fees, sponsorships, and contributions made to the City. Numerous observations and corresponding recommendations were developed to enhance internal controls, written policies, and procedures to correct conflicts of interest, mishandling of funds, and misappropriation of funds.

Lumpkin County, Georgia

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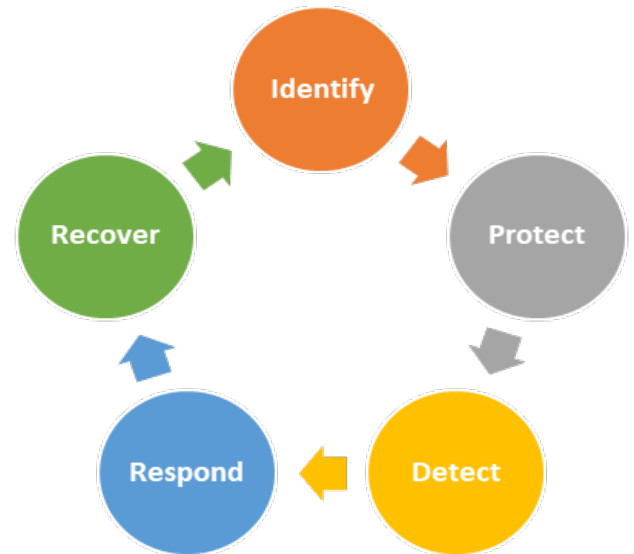
Governmental IT Solutions

Beyond traditional audit and accounting services, Mauldin & Jenkins performs various IT attestation and nonattestation services. The following are three such services.

Cybersecurity Framework Engagements

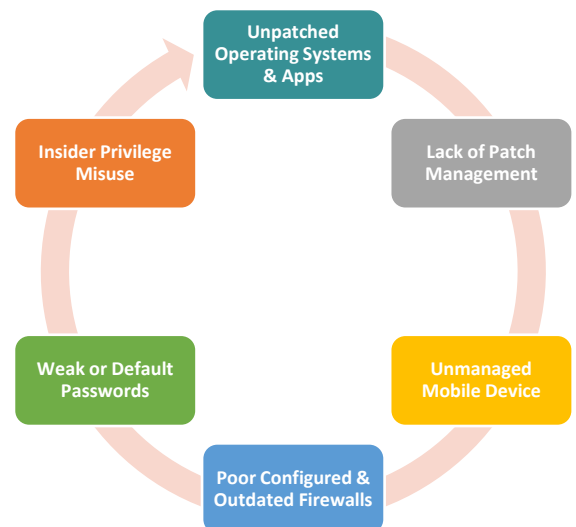
With governments dealing with IT ransoms, cybersecurity is one of the top issues on the minds of nearly every government (large and small). Managing this business issue is especially challenging. A government with a highly mature cybersecurity risk management program still has a residual risk that a material cybersecurity breach could occur and not be detected in a timely manner.

Services can be provided via: 1) attestation engagements or 2) consulting engagements. The AICPA has established standards for performing attestation engagements in this arena with the issuance of the SOC for Cybersecurity as part of its suite of System and Organization Controls (SOC) reporting. Consulting services can be provided while not compromising auditor independence.



System Vulnerability Assessments Engagements

This is the process of defining, identifying, classifying and prioritizing vulnerabilities in computer systems, applications and network infrastructures, and providing an assessment with necessary knowledge, awareness and risks to understand the threats to determine appropriate reactions. Using specialized tools and applications, we can access networks to scan with automated tools and interrogate every device connected to a City network with the objective of searching for misconfigurations, unsupported software, missing software updates and patches, etc.



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Penetration Testing Engagements

This is the practice of testing a computer system to find security vulnerabilities that a hacker/attacker could exploit using automation or manual applications. The process involves gathering information about the target before the test, identifying possible entry points, attempting to break in – actually or virtually – and reporting back the findings. Tests come from external or internal angles of entry. Our main objective is to identify security weaknesses. Penetration testing can also be used to: test an organization's security policy; its adherence to compliance requirements; its employees' security awareness; and the government's ability to identify and respond to security incidents.



CLOSING

We believe the implementation of these suggestions will enhance both the control environment and the financial reporting process, making both more effective. We also believe these recommendations can be easily implemented, and all problems resolved quite timely should management elect to employ the corrective measures. If you have any questions regarding any comments, suggestions, or recommendations set forth in this memorandum, we will be pleased to discuss it with you at your convenience.

This information is intended solely for the use of the County's management, and others within the County's organization and is not intended to be and should not be used by anyone other than these specified parties.

We appreciate the opportunity to serve Lumpkin County, Georgia and look forward to serving the County in the future. Thank you.



Client: **03002199 - Lumpkin County**
Engagement: **0302199 - Lumpkin County, Georgia & Component Units**
Period Ending: **12/31/2023**
Trial Balance: **0200.100 - General Fund Database**
Workpaper: **0204.100 - General Fund Journal Entry Report**

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries				
Adjusting Journal Entries JE # 1				
To rec YE Tax Entries				
		PBC		
0-002-00000-00012-1225	Deferred Rev - Property Taxes		10,651,509.74	
0-002-00000-00012-1225	Deferred Rev - Penalties & Int		11,732.50	
0-004-15450-00031-3111	Ad Valorem - Real Property		753,780.14	
0-004-15450-00031-3111	Sale of Timber		266.50	
0-004-15450-00031-3112	Tax - Prior Years		150,310.39	
0-004-15450-00031-3113	Ad Valorem - Mobile Home		1,041.90	
0-004-15450-00031-3115	Heavy Duty Equip Current Year		520.50	
0-001-00000-00011-1115	Property Taxes Receivable			377,716.76
0-001-00000-00011-1115	PT A/R -Penalties & Interest			11,732.50
0-001-00000-00011-1115	Property Tax Rec PY			24,822.24
0-002-00000-00012-1225	Def Rev PT CY			11,151,403.74
0-004-15450-00031-3191	Tax - Penalties			2,091.08
0-004-15450-00038-3890	Reimbursement - Postage			1,395.35
Total			11,569,161.67	11,569,161.67
Adjusting Journal Entries JE # 2				
PBC -17: To correct interest receivable on investments				
		3002.000		
0-001-00000-00011-1114	Interest Receivable		37,112.04	
0-004-10100-00036-3610	Interest			37,112.04
Total			37,112.04	37,112.04
Adjusting Journal Entries JE # 3				
Reclassify Development Authority transfer				
		1706		
0-004-90000-00039-3912	Transfer from Other Funds		33,499.97	
0-005-90000-00061-6110	OT out - Development Authority			33,499.97
Total			33,499.97	33,499.97
Adjusting Journal Entries JE # 4				
To record due to opioid fund for financial reporting per DOAA				
		1505		
0-004-11000-00038-3890	National Opioid Settlements		21,245.93	
0-005-90000-00061-6120	OT to Opioid settlement fund		89,697.39	
0-002-12100-12180-1218	Due to Opioid Settlement Fund			110,943.32
Total			110,943.32	110,943.32
Adjusting Journal Entries JE # 5				
To record ARP due to / from for financial reporting				
		PBC		
0-004-90000-00039-3912	Transfer from Other Funds		14,395.00	
0-002-00000-00012-1213	Due to ARPA Fund			14,395.00
Total			14,395.00	14,395.00
Adjusting Journal Entries JE # 6				
To record lessor arrangement for cell tower after discussion with M&J				
		PBC		
0-001-00000-00011-1190	Lessor Receivable		477,939.54	
0-004-11000-00038-3810	Lease - Cell Tower		1,916.23	
0-001-00000-00011-1210	Lease - Deferred Inflow of Resources			476,591.67
0-004-75000-00036-3610	Lease Interest Revenue - GASB 87			3,264.10
Total			479,855.77	479,855.77
Adjusting Journal Entries JE # 7				
To record GASB 87 leases activity in CY				
		PBC		
0-005-10000-00053-5400	Capital outlay - GASB87		748,080.49	
0-005-80000-00058-5810	Principal - GASB87 leases		162,503.97	
0-005-80001-00058-5820	Interest - GASB87 leases		3,357.86	
0-004-10000-00039-3900	Lease issuance - GASB87			748,080.49
0-005-33000-00052-5238	Contract Services			165,861.83
Total			913,942.32	913,942.32
Total Adjusting Journal Entries			13,158,910.09	13,158,910.09
Total All Journal Entries			13,158,910.09	13,158,910.09

Client: 03002199 - Lumpkin County
Engagement: 0302199 - Lumpkin County, Georgia & Component Units
Period Ending: 12/31/2023
Trial Balance: 0200.205 - Law Library Database
Workpaper: 0204.205 - Adjusting Journal Entries Report

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries JE # 1		PBC		
To correct Law Library				
205-002-00000-00012-121905	Due to General Fund		122.89	
205-005-27500-00053-531100	Supplies/Materials			122.89
Total			122.89	122.89
Adjusting Journal Entries JE # 2		PBC		
Ledger Corrections				
205-002-00000-00012-121913	Due to Probate Court		445.00	
205-004-27500-00035-351100	Fines - Superior Court		48.00	
205-004-27500-00035-351130	Fines - Magistrate Court		60.00	
205-002-00000-00012-121914	Due to Magistrate Court			60.00
205-002-00000-00012-121915	Due to Clerk of Court			48.00
205-004-27500-00035-351100	Fines - Superior Court			445.00
Total			553.00	553.00

Client: 03002199 - Lumpkin County
Engagement: 0302199 - Lumpkin County, Georgia & Component Units
Period Ending: 12/31/2023
Trial Balance: 0200.213 - Opioid Settlement Fund Database
Workpaper: 0204.213 - Opioid Settlement Fund Adjusting Journal Entries Report

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries				
Adjusting Journal Entries JE # 1				
To break out separate Opioid fund for financial reporting per DOAA				
3-001-00000-00011-1132	Due from General Fund	1505	110,943.32	
3-004-11000-00038-3890	National opioid settlement			21,245.93
3-004-11000-00038-389N	Transfer from General Fund			89,697.39
Total			110,943.32	110,943.32
Total Adjusting Journal Entries			110,943.32	110,943.32
Total All Journal Entries			110,943.32	110,943.32

Client: 03002199 - Lumpkin County
Engagement: 0302199 - Lumpkin County, Georgia & Component Units
Period Ending: 12/31/2023
Trial Balance: 0200.215 - 911 System Database
Workpaper: 0204.215 - Adjusting Journal Entries Report

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries JE # 1				
To reclass E911 Revenue		PBC		
215-004-38000-00034-342501	Revenue - 70% Wireless Phase I		10,024.10	
215-004-38000-00034-342500	Revenue - E911 System			10,024.10
Total			10,024.10	10,024.10
Adjusting Journal Entries JE # 2				
To reclass E911 Revenue		PBC		
215-004-38000-00034-342501	Revenue - 70% Wireless Phase I		9,822.97	
215-004-38000-00034-342500	Revenue - E911 System			9,822.97
Total			9,822.97	9,822.97
Adjusting Journal Entries JE # 3				
Non-prepaid Wireless		PBC		
215-001-00000-00011-111900	Accounts Receivable		43,364.15	
215-004-38000-00034-342501	Revenue - 70% Wireless Phase I			43,364.15
Total			43,364.15	43,364.15
Adjusting Journal Entries JE # 4				
Prepaid Wireless		PBC		
215-001-00000-00011-111900	Accounts Receivable		12,285.05	
215-004-38000-00034-342503	Prepaid Wireless Revenue			12,285.05
Total			12,285.05	12,285.05

Client: 03002199 - Lumpkin County
Engagement: 0302199 - Lumpkin County, Georgia & Component Units
Period Ending: 12/31/2023
Trial Balance: 0200.220 - NTIA Fund Database
Workpaper: 0204.220 - Adjusting Journal Entries Report - 2

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries				
Adjusting Journal Entries JE # 1				
	To record County receivable and unavailable for federal broadband grant	1705		
	0-001-00000-00011-1127 Due from federal government		55,125.00	
	0-002-00000-00012-1225 Unavailable revenue			55,125.00
Total			55,125.00	55,125.00
Adjusting Journal Entries JE # 2				
	To reclassify prepaid item as CY expenditure	PBC		
	0-005-15900-00052-5212 NTIA Broadband Professional Service		18,333.33	
	0-001-00000-00011-1138 Prepaid Expense			18,333.33
Total			18,333.33	18,333.33
	Total Adjusting Journal Entries		73,458.33	73,458.33
	Total All Journal Entries		73,458.33	73,458.33

Client: 03002199 - Lumpkin County
Engagement: 0302199 - Lumpkin County, Georgia & Component Units
Period Ending: 12/31/2023
Trial Balance: 0200.230 - ARP Fund Database
Workpaper: 0204.220 - Adjusting Journal Entries Report

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries				
Adjusting Journal Entries JE # 1				
To record ARPA due to / from for financial reporting				
0-001-00000-00011-1131 Due from General Fund				
0-005-90000-00061-6110 OT out - General Fund				
Total			14,395.00	14,395.00
			14,395.00	14,395.00
Total Adjusting Journal Entries			14,395.00	14,395.00
Total All Journal Entries			14,395.00	14,395.00

Client: 03002199 - Lumpkin County
Engagement: 0302199 - Lumpkin County, Georgia & Component Units
Period Ending: 12/31/2023
Trial Balance: 0200.250 - Multiple Grant Database
Workpaper: 0204.250 - Adjusting Journal Entries Report

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries				
Adjusting Journal Entries JE # 1		PBC		
To post Broadband AJE to correct fund.				
250-002-00000-00012-122507	Unavailable Revenue		55,125.00	
250-001-00000-00011-112702	Due from Federal Government			55,125.00
Total			<u>55,125.00</u>	<u>55,125.00</u>
Total Adjusting Journal Entries			<u>55,125.00</u>	<u>55,125.00</u>
Total All Journal Entries			<u>55,125.00</u>	<u>55,125.00</u>

Client: 03002199 - Lumpkin County
Engagement: 0302199 - Lumpkin County, Georgia & Component Units
Period Ending: 12/31/2023
Trial Balance: 0200.271 - Planning Fund Database
Workpaper: 0204.271 - Adjusting Journal Entries Report

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries				
Adjusting Journal Entries JE # 1		PBC		
To rec YE Tax Entries				
271-001-00000-00011-111501	PT A/R - Penalties & Interest		318.53	
271-002-00000-00012-122503	Deferred Rev - Property Taxes		696.89	
271-004-15450-00031-311100	Ad Valorem - Real Property		495,769.65	
271-001-00000-00011-111500	Property Taxes Receivable			13,551.15
271-001-00000-00011-111502	Property Tax Rec PY			335.63
271-002-00000-00012-122504	Deferred Rev - Penalties			318.53
271-002-00000-00012-122505	Def Rev PT CY			446,635.67
271-004-15450-00031-311200	Tax - Prior Years			28,360.60
271-004-15450-00031-311310	Ad Valorem - Motor Vehicle			5,954.59
271-004-15450-00031-319100	Tax - Interest			1,628.90
Total			496,785.07	496,785.07
Total Adjusting Journal Entries			496,785.07	496,785.07
Total All Journal Entries			496,785.07	496,785.07

Client: 03002199 - Lumpkin County
Engagement: 0302199 - Lumpkin County, Georgia & Component Units
Period Ending: 12/31/2023
Trial Balance: 0200.301 - Capital Projects Fund Database
Workpaper: 0204.301 - Capital Projects Journal Entry Report

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries				
Adjusting Journal Entries JE # 1				
Series 2022 A/B Debt Service				
301-005-80000-00058-582104	Interest - Bond Series 2022		172,925.00	
301-005-80000-00058-582104	Interest - Bond Series 2022		36,075.00	
301-001-00000-00011-111351	Bond Construction Fund			209,000.00
Total			209,000.00	209,000.00
Adjusting Journal Entries JE # 2				
Series 2022 A/B Debt Service				
301-005-80000-00058-582104	Interest - Bond Series 2022		172,925.00	
301-005-80000-00058-582104	Interest - Bond Series 2022		36,075.00	
301-001-00000-00011-111351	Bond Construction Fund			209,000.00
Total			209,000.00	209,000.00
Adjusting Journal Entries JE # 3				
To record related retainage on project				
301-005-61200-00054-542502	Pinetree Recreation Center Equipmen		555,884.54	
301-002-00000-00012-121105	Retainage payable			555,884.54
Total			555,884.54	555,884.54
Total Adjusting Journal Entries			973,884.54	973,884.54
Total All Journal Entries			973,884.54	973,884.54

Client: 03002199 - Lumpkin County
Engagement: 0302199 - Lumpkin County, Georgia & Component Units
Period Ending: 12/31/2023
Trial Balance: 0200.320 - SPLOST Fund Database
Workpaper: 0204.320 - Adjusting Journal Entries Report

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries JE # 1		PBC		
To record project retainage				
321-005-42000-00054-541414	Aquatic Center Paving, Curb, Gutter		47,263.59	
321-002-00000-00012-121105	Retainage payable			47,263.59
Total			47,263.59	47,263.59

Client: 03002199 - Lumpkin County
Engagement: 0302199 - Lumpkin County, Georgia & Component Units
Period Ending: 12/31/2023
Trial Balance: 0200.335 - Local Roads Fund Database
Workpaper: 0204.335 - Local Roads Journal Entry Report

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries				
Adjusting Journal Entries JE # 1				
PBC -17: To correct interest receivable, revenue and balance on CD investments				
335-001-00000-00011-111350	Investments - MBS	3002.000	21,705.62	
335-001-00000-00011-111400	Interest Receivable		47,505.64	
335-004-11000-00036-361200	TSPLOST Interest			69,211.26
Total			69,211.26	69,211.26
Adjusting Journal Entries JE # 2				
To record retainage payable				
335-005-42000-00054-541414	Aquatic Center Paving, Curb, Gutter	PBC	35,177.70	
335-002-00000-00012-121105	Retainage Payable			35,177.70
Total			35,177.70	35,177.70
Total Adjusting Journal Entries			104,388.96	104,388.96
Total All Journal Entries			104,388.96	104,388.96

Client: 03002199 - Lumpkin County
Engagement: 0302199 - Lumpkin County, Georgia & Component Units
Period Ending: 12/31/2023
Trial Balance: 0200.270 - Special Tax District Database
Workpaper: 0204.270 - Adjusting Journal Entries Report

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries				
Adjusting Journal Entries JE # 1		PBC		
To rec YE Tax Entries				
270-001-00000-00011-111501	PT A/R - Penalties & Interest		108.60	
270-002-00000-00012-122503	Deferred Rev - Property Taxes		1,050.47	
270-004-15450-00031-311101	Ad Valorem - Reservoir		231,992.05	
270-001-00000-00011-111500	Property Taxes Receivable			6,166.58
270-001-00000-00011-111502	Property Tax Rec PY			1,062.13
270-002-00000-00012-122504	Deferred Rev - Penalties & Int			108.60
270-002-00000-00012-122505	Def Rev PT CY			204,142.39
270-004-15450-00031-311200	Tax - Prior Years			18,048.11
270-004-15450-00031-311310	Ad Valorem - Motor Vehicle			2,765.80
270-004-15450-00031-319100	Tax - Interest			857.51
Total			233,151.12	233,151.12
Total Adjusting Journal Entries			233,151.12	233,151.12
Total All Journal Entries			233,151.12	233,151.12

Client: 03002199 - Lumpkin County
Engagement: 0302199 - Lumpkin County, Georgia & Component Units
Period Ending: 12/31/2023
Trial Balance: 0200.540 - Solid Waste Fund Database
Workpaper: 0204.540 - Adjusting Journal Entries Report

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries JE # 1		PBC		
To record FY23 depreciation				
540-005-45300-00056-561000	Depreciation Expense		16,720.71	
540-001-00000-00011-117410	Accum Depr - Buildings			12,969.51
540-001-00000-00011-117510	Accum Depr - Machinery/Equip			3,751.20
Total			16,720.71	16,720.71
Adjusting Journal Entries JE # 2		PBC		
To rec Post-Closure costs				
540-002-00000-00012-123200	Closure and Postclosure Costs		19,000.00	
540-002-00000-00012-123201	ST Closure/Post Closure Costs			300.00
540-005-45300-00052-521212	Methane Gas Monitoring			18,700.00
Total			19,000.00	19,000.00

Client: 03002199 - Lumpkin County
Engagement: 0302199 - Lumpkin County, Georgia & Component Units
Period Ending: 12/31/2023
Trial Balance: 0200.600 - Self-Insurance Internal Service Fund Database
Workpaper: 0204.600 - Adjusting Journal Entries Report

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries				
Adjusting Journal Entries JE # 1				
To record insurance cliams adjustment and liability based on TPA report				
0-002-00000-00012-1215 Claims payable due with in one year				
0-005-15550-00055-5522 Claims				
Total				
Total Adjusting Journal Entries			374,827.00	374,827.00
Total All Journal Entries			374,827.00	374,827.00

Client: 03002199 - Lumpkin County
Engagement: 0302199 - Lumpkin County, Georgia & Component Units
Period Ending: 12/31/2023
Trial Balance: 0200.805 - Hospital Authority Database
Workpaper: 0204.805 - Hospital Authority Adjusting Journal Entries Report

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries JE # 1		PBC		
To Rec HALC Activity				
530-001-00000-00011-111127	Cash - Money Market		220,296.52	
530-005-51900-00052-521002	Audit		1,500.00	
530-005-51900-00052-521215	Indigent Medical Care		46,081.00	
530-005-51900-00052-521223	Banking Fees		20.00	
530-001-00000-00011-111110	Cash - Operating Account			125,803.40
530-001-00000-00011-111400	Interest Receivable			350.27
530-001-00000-00011-115201	Gov't Securities			58,299.25
530-004-51900-00036-361000	Interest			42,091.64
530-004-51900-00036-363000	Unrealized Gain/Loss			41,352.96
Total			267,897.52	267,897.52

Client: 03002199 - Lumpkin County
Engagement: 0302199 - Lumpkin County, Georgia & Component Units
Period Ending: 12/31/2023
Trial Balance: 0200.810 - Airport Authority Database
Workpaper: 0204.810 - Airport Authority Adjusting Journal Entry Report

Account	Description	W/P Ref	Debit	Credit	
Adjusting Journal Entries					
Adjusting Journal Entries JE # 1					
To record depreciation expense for FY23.					
550-005-75630-00056-561000	Depreciation	PBC	22,142.50		
550-001-00000-00011-117410	Accum Depr - Buildings			22,142.50	
Total			22,142.50	22,142.50	
Adjusting Journal Entries JE # 2					
To reclassify asset balances					
550-001-00000-00011-117201	Improvement Grounds - asset	4006	294,565.00		
550-001-00000-00011-117200	Land Improvements			294,565.00	
Total			294,565.00	294,565.00	
Total Adjusting Journal Entries			316,707.50	316,707.50	
Total All Journal Entries			316,707.50	316,707.50	

Client: 03002199 - Lumpkin County
Engagement: 0302199 - Lumpkin County, Georgia & Component Units
Period Ending: 12/31/2023
Trial Balance: 0200.815 - Public Building Authority Database
Workpaper: 0204.815 - Combined Journal Entries Report

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries				
Adjusting Journal Entries JE # 1		PBC		
To true up debt service payments and offsetting intergov. revenue				
815-004-15181-00033-331113	Intergovernmental Revenue		385,249.87	
815-005-80000-00058-582104	Interest - Bonds - Series 2022AB		72,150.00	
815-005-80000-00058-581103	Principal - Bonds - Series 2020A			234,901.00
815-005-80000-00058-582103	Interest - Series 2020A			222,498.87
Total			457,399.87	457,399.87
Total Adjusting Journal Entries			457,399.87	457,399.87
Total All Journal Entries			457,399.87	457,399.87

Client: 03002199 - Lumpkin County
Engagement: 0302199 - Lumpkin County, Georgia & Component Units
Period Ending: 12/31/2023
Trial Balance: 0200.820 - Development Authority Database
Workpaper: 0204.820 - Combined Journal Entries Report

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries				
Adjusting Journal Entries JE # 1				
To record depreciation expense				
501-005-75000-00056-561000	Depreciation Expense		23,640.48	
501-001-00000-00011-117410	Accum Depr - Buildings			19,311.72
501-001-00000-00011-117506	Accumulated Depr F & F			4,328.76
Total			23,640.48	23,640.48
Adjusting Journal Entries JE # 2				
GASB 87 Activity				
501-002-00000-00012-129300	Lease - Deferred Inflow of Resource		46,192.73	
501-004-75000-00038-381000	Rental		6,788.83	
501-001-00000-00011-119201	Lessor Receivable			41,645.79
501-004-75000-00036-361400	GASB 87 Lease Interest Revenue			11,335.77
Total			52,981.56	52,981.56
Adjusting Journal Entries JE # 3				
PBC -17: To correct interest receivable, revenue and balance on CD investments				
501-001-00000-00011-111400	Interest Receivable		1,564.49	
501-004-75000-00036-361000	Interest		54,084.84	
501-001-00000-00011-111350	Investments - MBS			54,084.84
501-004-75000-00036-361000	Interest			1,564.49
Total			55,649.33	55,649.33
Total Adjusting Journal Entries			132,271.37	132,271.37
Total All Journal Entries			132,271.37	132,271.37



Lumpkin County, Georgia

County Clerk

Date:

June 18, 2024

Agenda Item:

Board of Commissioners - Work Session - May 7, 2024 4:00 PM

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:



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

May 7, 2024
4:00 PM

- **CALL TO ORDER**
- **PROCLAMATIONS**
 1. National Travel and Tourism Week Joint Proclamation ***Regular Meeting***
- **MINUTES**
 2. Board of Commissioners - Special Called Meeting - April 2, 2024 4:30 PM
 3. Board of Commissioners - Work Session - April 2, 2024 4:00 PM
 4. Board of Commissioners - Public Hearing - April 9, 2024 4:00 PM
 5. Board of Commissioners - Joint Special Called Meeting - April 11, 2024 11:00 AM
 6. Board of Commissioners - Work Session II - April 16, 2024 5:30 PM
 7. Board of Commissioners - Regular Meeting - April 16, 2024 6:00 PM
- **RESOLUTIONS**
 8. 2024-26 Reappoint Members to Library Board of Trustees - *Diane Bates to Seat 3, and Juanita Tipton to Seat 7, both with terms expiring 06/30/2028*
 9. 2024-27 Reappoint Members to Board of Tax Assessors - *Daniel Bosanko to Seat 1, and -- to Seat 2, both with terms expiring 06/30/2029*
 10. 2024-28 Reappoint Member to AVITA Board - *Barbara Bosanko to Seat 1, with a term expiring 06/30/2027*
 11. 2024-29 GDOT Updated Alcohol & Drug Testing Policy (*Fleet & Transit Division Manager Randy Allison*)
- **CONTRACTS/AGREEMENTS**
 12. 2024-038 City of Sandy Springs Inmate Housing Intergovernmental Agreement (*Sheriff Stacy Jarrard*)
 13. 2024-039 Xtra Hands Cleaning Service Contract for Senior Center (*Senior Center Manager Kim Massey*)
 14. 2024-040 Legacy Link Addendum #1 FY-2024 (*Senior Center Manager Kim Massey*)
 15. 2024-041 Chick-Fil-A Product Resale Agreement (*Pinetree Recreation Center Manager Jared Ray*)
 16. 2024-042 Hazard Mitigation Plan Grant Funding (*EMA Director David Wimpy*)
 17. 2024-043 Duplicating Products Contract – Pinetree Recreation Center (*Director of Operations Ashley Peck*)
 18. 2024-044 GDOT 5311 FY2025 Transit Grant Award (*Fleet & Transit Division Manager Randy Allison*)

- **OTHER ITEMS**
 - 19. Requested Compensation Review for the Lumpkin County Board of Equalization (*Clerk of Court Rita Harkins*)
 - 20. Recycling Update (*Director of Operations Ashley Peck*)
- **COUNTY MANAGER**
- **COUNTY ATTORNEY**
- **COMMISSIONERS**
- **PUBLIC COMMENT (Agenda Specific)**
- **ADJOURNMENT**

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



May 7, 2024
4:00 PM

CALL TO ORDER

The meeting was called to order at 4:00 pm. Present were Chairman Chris Dockery and Commissioners Tucker Greene (arrived 4:12 pm), Bobby Mayfield, Rhett Stringer, and Jeff Moran.

PROCLAMATIONS

1. National Travel and Tourism Week Joint Proclamation *Regular Meeting*

MINUTES

2. Board of Commissioners - Special Called Meeting - April 2, 2024 4:30 PM
3. Board of Commissioners - Work Session - April 2, 2024 4:00 PM
4. Board of Commissioners - Public Hearing - April 9, 2024 4:00 PM
5. Board of Commissioners - Joint Special Called Meeting - April 11, 2024 11:00 AM
6. Board of Commissioners - Work Session II - April 16, 2024 5:30 PM
7. Board of Commissioners - Regular Meeting - April 16, 2024 6:00 PM

RESOLUTIONS

8. 2024-26 Reappoint Members to Library Board of Trustees - *Diane Bates to Seat 3, and Juanita Tipton to Seat 7, both with terms expiring 06/30/2028*
9. 2024-27 Reappoint Members to Board of Tax Assessors - *Daniel Bosanko to Seat 1, and - - to Seat 2, both with terms expiring 06/30/2029*
10. 2024-28 Reappoint Member to AVITA Board - *Barbara Bosanko to Seat 1, with a term expiring 06/30/2027*
11. 2024-29 GDOT Updated Alcohol & Drug Testing Policy (*Fleet & Transit Division Manager Randy Allison*)
This is the current GDOT FFY2025 Drug and Alcohol testing policy for transit systems in accordance with 49 CFR Part 40.

CONTRACTS/AGREEMENTS

12. 2024-038 City of Sandy Springs Inmate Housing Intergovernmental Agreement (*Sheriff Stacy Jarrard*)
Review and approve an Intergovernmental Agreement (Contract) between the Lumpkin County Sheriff's Office and the City of Sandy Springs to house their inmates in the Lumpkin County Detention Center.

Commissioner Moran asked if \$55 per day was the typical going rate for inmate housing, and Sheriff Jarrard confirmed it was. Additionally, Lumpkin County is not responsible for medical or transportation costs.

13. 2024-039 Xtra Hands Cleaning Service Contract for Senior Center (*Senior Center Manager Kim Massey*)
Consideration of Xtra Hands Cleaning Service Contract for Senior Center.

14. 2024-040 Legacy Link Addendum #1 FY-2024 (*Senior Center Manager Kim Massey*)
CONTRACT ADDENDUM #1 - SFY2024 This is a request to amend the contract that Lumpkin County Board of Commissioners entered into with Legacy Link, Inc. (Contract #2023-079-A-S approved on August 15, 2023) for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening and support services for senior adults in Lumpkin County.

15. 2024-041 Chick-Fil-A Product Resale Agreement (*Pinetree Recreation Center Manager Jared Ray*)
Pinetree Recreation Center is seeking to enter into an agreement with Chick-fil-A to be able to resell chicken sandwiches

through the concession stand during the summer swim season. This agreement would allow us to purchase the product at cost and resell it at the concession stand for a profit.

16. 2024-042 Hazard Mitigation Plan Grant Funding (EMA Director David Wimpy)

This is a federal funding grant for updating the Hazard Mitigation Plan for Lumpkin County which gives us guidance through all types of disasters.

17. 2024-043 Duplicating Products Contract – Pinetree Recreation Center (Director of Operations Ashley Peck)

Consideration of a contract for installation of a new copier at Pinetree Recreation Center.

18. 2024-044 GDOT 5311 FY2025 Transit Grant Award (Fleet & Transit Division Manager Randy Allison)

GDOT 5311 FFY2025 Official Acceptance of awarded 5311 Grant for FFY 2025, July 2024 – June 30, 2025.

OTHER ITEMS

19. Requested Compensation Review for the Lumpkin County Board of Equalization (Clerk of Court Rita Harkins)

This is a request from the Clerk of Court asking on behalf of the Board of Tax Equalization for the per diem to be increased.

Clerk of Court Rita Harkins discussed the compensation offered to the Board of Equalization members by some surrounding counties. Our current compensation is \$75 per diem for board members and \$100 per diem for the Chairperson. The Commissioners asked how much of an increase it would be annually to increase the compensation. Ms. Harkins said it depends on how many assessments the Board of Equalization receives, but they typically will have anywhere from 5 to 40 appeals per day. Last year, there were six days of appeals, so she believes the increase would be less than \$1,000 per year.

20. Recycling Update (Director of Operations Ashley Peck)

Director of Operations Ashley Peck said at the last recycling update, we had discussed a potential plan for the Transfer Station. Our engineering consultant Falcon Design has sent us a preliminary drawing, and staff would like for the BOC to review it and make suggestions before we get a more formal plan. Ms. Peck explained that staff would like to make a few tweaks to the proposed plan.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Mayfield congratulated the high school tennis team for going to the state championships.

PUBLIC COMMENT (Agenda Specific)

Tourism Director Sam McDuffie said there will be a tourism luncheon event scheduled for May 21st at 11:30 am, and the public is welcome to register for the event. Lunch will be provided and the event will highlight the tourism industry and its economic impact on our community.

ADJOURNMENT

The meeting was adjourned at 4:18 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

County Clerk

Date: June 18, 2024

Agenda Item: Board of Commissioners - Special Called Meeting - May 7, 2024 4:30 PM

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



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

May 7, 2024
4:30 PM

- **CALL TO ORDER**
- **CONSIDERATION OF AGENDA**
- **CONTRACTS**
2024-030 Consideration of Renewal of Medical Self-Insurance and Move to New Ancillary Insurances
(Community & Employee Services Director Alicia Davis)
- **ADJOURNMENT**

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



May 7, 2024
4:30 PM

CALL TO ORDER

The meeting was called to order at 4:32 pm. Present were Chairman Chris Dockery and Commissioners Tucker Greene, Bobby Mayfield, Rhett Stringer, and Jeff Moran.

CONSIDERATION OF AGENDA

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

CONTRACTS

2024-030 Consideration of Renewal of Medical Self-Insurance and Move to New Ancillary Insurances (Community & Employee Services Director Alicia Davis)

Lumpkin County Board of Commissioners provides Medical, Dental, Long -Term Disability, and Basic term life insurance for eligible full-time employees and certain other designated individuals as allowed. Additionally, other ancillary insurances such as Short-Term Disability, vision insurance, additional life insurance, accident and critical illness, and cancer policies are offered to the same group of employees and elected officials, but premiums are not supported by the county.

Motion: *Commissioner Stringer moved to approve course of action "A," which is to continue with self-insurance through Healthgram, to approve all plan amendments, to fund at the same level as 2023-2024 which includes absorbing the increased fixed costs of \$56,606, adding \$220,000 to the reserve fund, and contributing \$77,167 more than expected claims for 2024-2025, and to approve moving to Guardian for dental and vision coverage and The Hartford for basic life, voluntary life, short term disability, long term disability, accident, and critical illness. The motion was seconded by Bobby Mayfield, and the motion carried unanimously.*

Chairman Dockery opened the floor for public comment. Sheriff Jarrard asked the Commissioners if they would ever consider covering single-employee premiums by 100% and only having employees pay if they have family or spouse coverage. He said doing so would be a valuable tool for employee retention, and the insurance used to be that way many years ago. Chairman Dockery asked TWS Representative Brett Fowler how common it was for employers to fully pay for single employee insurance. Mr. Fowler said it was uncommon and typically only a feature of highly competitive areas where companies are competing for employees. A flat increase in itself is a success, he said.

ADJOURNMENT

The meeting was adjourned at 4:46 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County

Special Called Meeting
May 7, 2024



Lumpkin County, Georgia

County Clerk

Date: June 18, 2024

Agenda Item: Board of Commissioners - Work Session II - May 21, 2024 5:30 PM

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



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

May 21, 2024
5:30 PM

- **CALL TO ORDER**
- **PROCLAMATIONS**
 1. National Travel and Tourism Week Joint Proclamation ***Regular Meeting***
- **CONSIDERATION OF MINUTES**
 2. Board of Commissioners - Special Called Meeting - April 2, 2024 4:30 PM
 3. Board of Commissioners - Work Session - April 2, 2024 4:00 PM
 4. Board of Commissioners - Public Hearing - April 9, 2024 4:00 PM
 5. Board of Commissioners - Joint Special Called Meeting - April 11, 2024 11:00 AM
 6. Board of Commissioners - Work Session II - April 16, 2024 5:30 PM
 7. Board of Commissioners - Regular Meeting - April 16, 2024 6:00 PM
- **RESOLUTIONS**
 8. 2024-26 Reappoint Members to Library Board of Trustees - *Diane Bates to Seat 3, and Juanita Tipton to Seat 7, both with terms expiring 06/30/2028*
 9. 2024-27 Appoint/Reappoint Members to Board of Tax Assessors - *Daniel Bosanko to Seat 1, and Mickey Clark to Seat 2, both with terms expiring 06/30/2029*
 10. 2024-28 Reappoint Member to AVITA Board - *Barbara Bosanko to Seat 1, with a term expiring 06/30/2027*
 11. 2024-29 GDOT Updated Alcohol & Drug Testing Policy (*Fleet & Transit Division Manager Randy Allison*)
 12. 2024-30 Resolution to Increase Compensation for the Board of Equalization
- **CONTRACTS/AGREEMENTS**
 13. 2024-038 City of Sandy Springs Inmate Housing Intergovernmental Agreement (*Sheriff Stacy Jarrard*)
 14. 2024-039 Xtra Hands Cleaning Service Contract for Senior Center (*Senior Center Manager Kim Massey*)
 15. 2024-040 Legacy Link Addendum #1 FY-2024 (*Senior Center Manager Kim Massey*)
 16. 2024-041 Chick-Fil-A Product Resale Agreement (*Pinetree Recreation Center Manager Jared Ray*)
 17. 2024-042 Hazard Mitigation Plan Grant Funding (*EMA Director David Wimpy*)
 18. 2024-043 Duplicating Products Contract – Pinetree Recreation Center (*Director of Operations Ashley Peck*)
 19. 2024-044 GDOT 5311 FY2025 Transit Grant Award (*Fleet & Transit Division Manager Randy Allison*)
 20. 2024-045 Gas South, LLC – Natural Gas for Pinetree Recreation Center (*Finance Director Abby Branan*) ***Ratify***

- **OTHER ITEMS**

21. Request for Signage Update - Hwy 400/60 Welcome to Lumpkin County Sign (*Tourism Director Sam McDuffie*)

- **COUNTY MANAGER**

- **COUNTY ATTORNEY**

- **COMMISSIONERS**

- **PUBLIC COMMENT (Agenda Specific)**

- **ADJOURNMENT**

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



May 21, 2024
5:30 PM

CALL TO ORDER

The meeting was called to order at 5:30 pm. Present were Chairman Chris Dockery and Commissioners Tucker Greene, Rhett Stringer, and Jeff Moran. Commissioner Mayfield was absent due to a family member's surgery.

The Commissioners amended the agenda to add item 22, a special event permit request in regards to the amplified sound ordinance.

PROCLAMATIONS

1. National Travel and Tourism Week Joint Proclamation *Regular Meeting*

CONSIDERATION OF MINUTES

2. Board of Commissioners - Special Called Meeting - April 2, 2024 4:30 PM

3. Board of Commissioners - Work Session - April 2, 2024 4:00 PM

4. Board of Commissioners - Public Hearing - April 9, 2024 4:00 PM

5. Board of Commissioners - Joint Special Called Meeting - April 11, 2024 11:00 AM

6. Board of Commissioners - Work Session II - April 16, 2024 5:30 PM

7. Board of Commissioners - Regular Meeting - April 16, 2024 6:00 PM

RESOLUTIONS

8. 2024-26 Reappoint Members to Library Board of Trustees - *Diane Bates to Seat 3, and Juanita Tipton to Seat 7, both with terms expiring 06/30/2028*

9. 2024-27 Appoint/Reappoint Members to Board of Tax Assessors - *Daniel Bosanko to Seat 1, and Mickey Clark to Seat 2, both with terms expiring 06/30/2029*

10. 2024-28 Reappoint Member to AVITA Board - *Barbara Bosanko to Seat 1, with a term expiring 06/30/2027*

11. 2024-29 GDOT Updated Alcohol & Drug Testing Policy (*Fleet & Transit Division Manager Randy Allison*)

This is the current GDOT FFY2025 Drug and Alcohol testing policy for transit systems in accordance with 49 CFR Part 40.

12. 2024-30 Resolution to Increase Compensation for the Board of Equalization

This is to increase the per diem for the Board of Equalization.

CONTRACTS/AGREEMENTS

13. 2024-038 City of Sandy Springs Inmate Housing Intergovernmental Agreement (*Sheriff Stacy Jarrard*)

Review and approve an Intergovernmental Agreement (Contract) between the Lumpkin County Sheriff's Office and the City of Sandy Springs to house their inmates in the Lumpkin County Detention Center.

14. 2024-039 Xtra Hands Cleaning Service Contract for Senior Center (*Senior Center Manager Kim Massey*)

Consideration of Xtra Hands Cleaning Service Contract for Senior Center.

15. 2024-040 Legacy Link Addendum #1 FY-2024 (*Senior Center Manager Kim Massey*)

CONTRACT ADDENDUM #1 - SFY2024 This is a request to amend the contract that the Lumpkin County Board of

Work Session II

May 21, 2024

1

Commissioners entered into with Legacy Link, Inc. (Contract #2023-079-A-S approved on August 15, 2023) for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening, and support services for senior adults in Lumpkin County.

16. 2024-041 Chick-Fil-A Product Resale Agreement (Pinetree Recreation Center Manager Jared Ray)

Pinetree Recreation Center is seeking to enter into an agreement with Chick-fil-A to resell chicken sandwiches through the concession stand during the summer swim season. This agreement would allow us to purchase the product at cost and resell it at the concession stand for a profit.

Commissioner Moran asked about the turnout at the recent soft opening of the Pinetree Recreation Center. Recreation Center Manager Jared Ray said the turnout was good, and they are hoping to have more sales this weekend at the official Grand Opening.

17. 2024-042 Hazard Mitigation Plan Grant Funding (EMA Director David Wimpy)

This is a federal funding grant for updating the Hazard Mitigation Plan for Lumpkin County that gives us guidance through all types of disasters.

18. 2024-043 Duplicating Products Contract – Pinetree Recreation Center (Director of Operations Ashley Peck)

Consideration of a contract for the installation of a new copier at Pinetree Recreation Center.

Commissioner Greene asked what the fulfillment timeframe would be for this, as he knows the new Recreation Center greatly needs a copier. County Manager Alan Ours said it will be a quick turnaround.

19. 2024-044 GDOT 5311 FY2025 Transit Grant Award (Fleet & Transit Division Manager Randy Allison)

GDOT 5311 FFY2025 Official Acceptance of awarded 5311 Grant for FFY 2025, July, 2024 – June 30, 2025.

20. 2024-045 Gas South, LLC – Natural Gas for Pinetree Recreation Center (Finance Director Abby Branan) **Ratify**

Consideration of a contract with Gas South, LLC to provide natural gas to Pinetree Recreation Center.

OTHER ITEMS

21. Request for Signage Update - Hwy 400/60 Welcome to Lumpkin County Sign (Tourism Director Sam McDuffie)

This is a request from the Dahlonega-Lumpkin County Visitors Bureau to update the welcome sign at the intersection of Highway 400 and 60.

22. Special Permit Request - Amplified Sound Ordinance

This is a request from Matthew Garner for Montaluce Winery to have a one-time exception to the amplified sound/noise ordinance on Saturday, May 25. Per Chapter 32, Sec. 32-4 of the Lumpkin County Code of Ordinances, a one-time exception to the noise ordinance may be granted in the form of a special event permit. This request would enable Montaluce Winery to use amplified sound until 11:00 pm on Saturday, May 25, as a special event. Commissioner Stringer summarized a meeting that he and Chairman Dockery had earlier today with citizen Dee Dyer and Montaluce General Manager Matthew Garner. In short, Montaluce has two events they are contractually obligated to fulfill which were booked before the noise ordinance was updated in December of last year. These events would run an hour past the new restricted time for amplified sound. The amplified sound ordinance does allow for a one-time annual special event permit which would allow an entity to have an exception to the regular restricted time range for amplified noise. As a result, Montaluce Winery has submitted an agenda request for approval of a one-time special event permit for Saturday, May 25, which would allow them to have amplified sound until 11:00 pm. They will cut the other event short. Chairman Dockery mentioned that Montaluce is going to work with a sound engineer to attempt to redirect or lessen the amplified sound that neighbors are exposed to during events.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Greene thanked Tourism Director Sam McDuffie for the "Tourism Works Here" luncheon that he hosted at the Pinetree Rec Center earlier today, and Chairman Dockery agreed.

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

The meeting was adjourned at 5:43 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

County Clerk

Date: June 18, 2024

Agenda Item: Board of Commissioners - Regular Meeting - May 21, 2024 6:00 PM

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



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

May 21, 2024
6:00 PM

- **CALL TO ORDER**
- **INVOCATION**
- **CONSIDERATION OF AGENDA**
- **PUBLIC COMMENTS (Agenda Specific)**
- **PROCLAMATIONS**
 1. National Travel and Tourism Week Joint Proclamation
- **CONSIDERATION OF MINUTES**
 2. Board of Commissioners - Special Called Meeting - April 2, 2024 4:30 PM
 3. Board of Commissioners - Work Session - April 2, 2024 4:00 PM
 4. Board of Commissioners - Public Hearing - April 9, 2024 4:00 PM
 5. Board of Commissioners - Joint Special Called Meeting - April 11, 2024 11:00 AM
 6. Board of Commissioners - Work Session II - April 16, 2024 5:30 PM
 7. Board of Commissioners - Regular Meeting - April 16, 2024 6:00 PM
- **RESOLUTIONS**
 8. 2024-26 Reappoint Members to Library Board of Trustees - *Diane Bates to Seat 3, and Juanita Tipton to Seat 7, both with terms expiring 06/30/2028*
 9. 2024-27 Appoint/Reappoint Members to Board of Tax Assessors - *Daniel Bosanko to Seat 1, and Mickey Clark to Seat 2, both with terms expiring 06/30/2029*
 10. 2024-28 Reappoint Member to AVITA Board - *Barbara Bosanko to Seat 1, with a term expiring 06/30/2027*
 11. 2024-29 GDOT Updated Alcohol & Drug Testing Policy (*Fleet & Transit Division Manager Randy Allison*)
 12. 2024-30 Resolution to Increase Compensation for the Board of Equalization
- **REPORTS**

County Department reports can be viewed on www.lumpkincounty.gov
- **ELECTED OFFICIALS**
- **CONTRACTS/AGREEMENTS**
 13. 2024-038 City of Sandy Springs Inmate Housing Intergovernmental Agreement (*Sheriff Stacy Jarrard*)

14. 2024-039 Xtra Hands Cleaning Service Contract for Senior Center (*Senior Center Manager Kim Massey*)
15. 2024-040 Legacy Link Addendum #1 FY-2024 (*Senior Center Manager Kim Massey*)
16. 2024-041 Chick-Fil-A Product Resale Agreement (*Pinetree Recreation Center Manager Jared Ray*)
17. 2024-042 Hazard Mitigation Plan Grant Funding (*EMA Director David Wimpy*)
18. 2024-043 Duplicating Products Contract – Pinetree Recreation Center (*Director of Operations Ashley Peck*)
19. 2024-044 GDOT 5311 FY2025 Transit Grant Award (*Fleet & Transit Division Manager Randy Allison*)
20. 2024-045 Gas South, LLC – Natural Gas for Pinetree Recreation Center (*Finance Director Abby Branan*) **Ratify**

- **OTHER ITEMS**

21. Request for Signage Update - Hwy 400/60 Welcome to Lumpkin County Sign (*Tourism Director Sam McDuffie*)

- **COUNTY MANAGER**

- **COUNTY ATTORNEY**

- **COMMISSIONERS**

- **PUBLIC COMMENTS**

- **ADJOURNMENT**

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



May 21, 2024
6:00 PM

CALL TO ORDER

The meeting was called to order at 6:00 pm. Present were Chairman Chris Dockery and Commissioners Tucker Greene, Rhett Stringer, and Jeff Moran. Commissioner Mayfield was absent due to a family member's surgery.

INVOCATION

Jared Ray gave the invocation which was followed by the Pledge of Allegiance.

CONSIDERATION OF AGENDA

Motion: Commissioner Stringer moved to approve the agenda with the addition of item #22, Special Event Permit Request - Amplified Sound Ordinance. The motion was seconded by Commissioner Moran and carried unanimously.

PUBLIC COMMENTS (Agenda Specific)

Dee Dyer made a few comments about the discussion she had with Chairman Dockery and Matthew Garner, General Manager of Montaluce Winery. She said she is aware that Mr. Garner has upcoming events that will have to exceed the allowed time per the amplified sound ordinance, and she is willing to meet him halfway. Mr. Garner agreed to cut one event short, and the other will be up to the Board of Commissioners in the form of a one-time special event permit.

PROCLAMATIONS

1. National Travel and Tourism Week Joint Proclamation

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

CONSIDERATION OF MINUTES

2. Board of Commissioners - Special Called Meeting - April 2, 2024 4:30 PM

3. Board of Commissioners - Work Session - April 2, 2024 4:00 PM

4. Board of Commissioners - Public Hearing - April 9, 2024 4:00 PM

5. Board of Commissioners - Joint Special Called Meeting - April 11, 2024 11:00 AM

6. Board of Commissioners - Work Session II - April 16, 2024 5:30 PM

7. Board of Commissioners - Regular Meeting - April 16, 2024 6:00 PM

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

RESOLUTIONS

8. 2024-26 Reappoint Members to Library Board of Trustees - Diane Bates to Seat 3, and Juanita Tipton to Seat 7, both with terms expiring 06/30/2028

Motion: Chairman Dockery moved to reappoint Diane Bates to Seat 3 with a term expiring 6/30/2028, and he was seconded by Commissioner Stringer. The motion carried unanimously.

Motion: Chairman Dockery moved to reappoint Juanita Tipton to Seat 7 with a term expiring 6/30/2028, and he was seconded by Commissioner Moran. The motion carried unanimously.

Regular Meeting
May 21, 2024

9. 2024-27 Appoint/Reappoint Members to Board of Tax Assessors - Daniel Bosanko to Seat 1, and Mickey Clark to Seat 2, both with terms expiring 06/30/2029

Motion: Chairman Dockery moved to reappoint Daniel Bosanko to Seat 1 with a term beginning 5/21/2024 and expiring 6/30/2029, and Commissioner Greene seconded the motion. The motion was approved unanimously.

Motion: Chairman Dockery moved to appoint Mickey Clark to Seat 2 with a term beginning 5/21/2024 and expiring 6/30/2029, and Commissioner Moran seconded the motion. The motion was approved and carried.

10. 2024-28 Reappoint Member to AVITA Board - Barbara Bosanko to Seat 1, with a term expiring 06/30/2027

Motion: Chairman Dockery moved to reappoint Barbara Bosanko to Seat 1 with a term expiring 6/30/2027. His motion was seconded by Commissioner Greene, and it was approved unanimously.

11. 2024-29 GDOT Updated Alcohol & Drug Testing Policy (Fleet & Transit Division Manager Randy Allison)

This is the current GDOT FFY2025 Drug and Alcohol testing policy for transit systems in accordance with 49 CFR Part 40.

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

12. 2024-30 Resolution to Increase Compensation for the Board of Equalization

This is to increase the per diem for the Board of Equalization.

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

REPORTS

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

ELECTED OFFICIALS

CONTRACTS/AGREEMENTS

13. 2024-038 City of Sandy Springs Inmate Housing Intergovernmental Agreement (Sheriff Stacy Jarrard)

Review and approve an Intergovernmental Agreement (Contract) between the Lumpkin County Sheriff's Office and the City of Sandy Springs to house their inmates in the Lumpkin County Detention Center.

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

14. 2024-039 Xtra Hands Cleaning Service Contract for Senior Center (Senior Center Manager Kim Massey)

Consideration of Xtra Hands Cleaning Service Contract for Senior Center.

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

15. 2024-040 Legacy Link Addendum #1 FY-2024 (Senior Center Manager Kim Massey)

CONTRACT ADDENDUM #1 - SFY2024 This is a request to amend the contract that Lumpkin County Board of Commissioners entered into with Legacy Link, Inc. (Contract #2023-079-A-S approved on August 15, 2023) for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening and support services for senior adults in Lumpkin County.

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

16. 2024-041 Chick-Fil-A Product Resale Agreement (Pinetree Recreation Center Manager Jared Ray)

Pinetree Recreation Center is seeking to enter in an agreement with Chick-Fil-A to be able to resell chicken sandwiches through the concession stand during the summer swim season. This agreement would allow us to purchase product at cost and resell it at the concession stand for a profit.

Regular Meeting

May 21, 2024

2

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

17. 2024-042 Hazard Mitigation Plan Grant Funding (EMA Director David Wimpy)

This is a federal funding grant for updating the Hazard Mitigation plan for Lumpkin County that gives us guidance through all types of disasters.

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

18. 2024-043 Duplicating Products Contract – Pinetree Recreation Center (Director of Operations Ashley Peck)

Consideration of a Contract for installation of a new copier at Pinetree Recreation Center

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

19. 2024-044 GDOT 5311 FY2025 Transit Grant Award (Fleet & Transit Division Manager Randy Allison)

GDOT 5311 FFY2025 Official Acceptance of awarded 5311 Grant for FFY 2025, July, 2024 – June 30, 2025.

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

20. 2024-045 Gas South, LLC – Natural Gas for Pinetree Recreation Center (Finance Director Abby Branan) **Ratify**

Consideration of a contract with Gas South, LLC to provide natural gas to Pinetree Recreation Center

Motion: Commissioner Moran moved to ratify the agreement and was seconded by Commissioner Stringer. The motion was approved and carried.

OTHER ITEMS

21. Request for Signage Update - Hwy 400/60 Welcome to Lumpkin County Sign (Tourism Director Sam McDuffie)

This is a request from the Dahlonega-Lumpkin County Visitors Bureau to update the Welcome sign at the intersection of Highway 400 and 60.

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

22. Special Permit Request - Amplified Sound Ordinance

This is a request from Matthew Garner for Montaluce Winery to have a one-time exception to the amplified sound/noise ordinance on Saturday, May 25. Per Chapter 32, Sec. 32- 4 of the Lumpkin County Code of Ordinances, a one-time exception to the noise ordinance may be granted in the form of a special event permit. This request would enable Montaluce Winery to use amplified sound until 11:00 pm on Saturday, May 25, as a special event.

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

COUNTY MANAGER

Mr. Ours reminded everyone of the upcoming Grand Opening at Pinetree Recreation Center, which will be this Saturday at 9:30 am. This weekend will also be the annual Memorial Day ceremony at the Veterans' Memorial Park at 10 am, where the new marker honoring Vietnam Veterans will be unveiled.

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Greene talked about the recent soft opening for Pinetree Recreation Center and said this facility will be a blessing for the entire community. He encouraged everyone to take their families to experience it. Commissioner Greene also commended Wayne Marshall and his Animal Control officers for all of the hard work they have been doing, and he shared how Park and Rec has had unprecedented levels of enrollment in football, cheer, and swimming.

Regular Meeting

May 21, 2024

3

PUBLIC COMMENTS

Dee Dyer spoke again regarding the amplified noise ordinance and her situation with Montaluce Winery. She said it feels like she has been going in circles over and over with having to complain about the noise and then no one solving the problem. She said she is glad that the Commissioners revised the amplified sound ordinance to modify the hours of allowed amplified noise, but she thinks that the County and the Sheriff are not on the same page about it. Ms. Dyer was concerned about a recent incident in which she called the Sheriff to complain about late-night noise coming from Montaluce. The responding deputy checked online on Municode for the allowed hours of amplified noise, but Municode had not updated the code after the resolution revising the ordinance was passed in December, so it still had the old hours online. Ms. Dyer also said it is inappropriate that the responding deputy also works for Montaluce on occasion.

Chairman Dockery read aloud an e-mail from Municode explaining why they were behind in updating the online code. He explained to Ms. Dyer that we are unable to update Municode ourselves. He assured Ms. Dyer that the County Clerk was following up with Municode to ensure they are going to fix the issue, and that Sheriff Jarrard had been informed that the noise ordinance was still enforceable even if the online code had not been updated. He asked Ms. Dyer if she had any suggestions for anything that staff or the BOC could do better. Ms. Dyer responded that the punishment for violations should be progressively more severe each time, and Chairman Dockery said the ordinance does specify punishments but the exact penalties are up to the judge.

Steve Sylvester said he would like to piggyback off of Ms. Dyer's comments. He urged the BOC to implement progressive penalties for violators of the noise ordinance. If a business continues to violate the ordinance, perhaps their business license could be revoked.

Dr. Trent Conner spoke at length about his concerns with the proposed construction of a paved, two-lane road, a mountain bike trailhead, and a parking lot at the Yahoola Creek Reservoir property. The engineer drawings, created by Falcon Design, were approved at a previous meeting of the BOC. Dr. Conner, who resides next to the property, said he has several concerns regarding the project. He is worried about the destruction of rare plants, degradation of water quality, terrain issues, and the effects on the property values and tranquility of the area. Dr. Conner said this road will be too busy and there will be people getting up to no good in the parking lot. He commended the new walking trail and said that this road will ruin it. Dr. Conner proposed that the road and parking lot should be moved to the 12 acres right off of Rock House Road, near the Community Helping Place free clinic. The gentle terrain would be ideal for a parking area, restrooms, and pavilion. He urged the BOC to consider this idea because he believes the public does not need an access road and parking lot going so deep into the Reservoir property, which will have so many negative side effects. Dr. Conner also invited any member of the BOC or public to come see the proposed area for this new road, and he will show them the entire area.

Chairman Dockery said that on Monday, he met with Dr. Conner, Alan Ours, Rebecca Mincey, and Keith Murden from the Nugget to discuss this project. He summarized what they went over during the meeting, and how he had reviewed the plans for the Reservoir property from 2019 until now. The Chairman then summarized all of the points Dr. Conner had raised just now during public comments. He stated that if he was not interested in hearing Dr. Conner's concerns, he would not have met with him on Monday. He told Dr. Conner that he would consider an alternative site and the Commissioners will discuss it as a possibility. However, he does not have the authority to change it on his own; it would require an action from the entire BOC. The project has not even been bid out yet, so we are far away from the beginning of construction. Chairman Dockery summarized all of the public input sessions they had during the development of the Reservoir Master Plan, and he said they tried every possible way to solicit the public's opinions on the Master Plan. He thanked Dr. Conner for his input.

Trina Pellegrino asked if there was a way to view this Master Plan online. Chairman Dockery said yes, and said she should get in touch with Rebecca Mincey for a copy of the plan. Ms. Pellegrino said she had attended some of the public input sessions during the development of the plan, but she had never gotten to see the final result.

Mary Norris came to speak about the Reservoir and said she and her husband have been frequent patrons of the Reservoir for many years. They enjoy kayaking and seeing all of the nature and animals that live in the water. In particular, there is a type of diminutive invertebrate animal called a "Bryozoan" that exists in gelatinous colonies and only resides in clean water. Ms. Norris said she has witnessed these Bryozoan animals many times at the Reservoir, which is a testament to our clean water. She is concerned that runoff from any construction projects could pollute the water and harm the wildlife. She also commented on the importance of having level, wide walking trails so people of all abilities are able to enjoy nature.

ADJOURNMENT

Motion: *Commissioner Greene moved to adjourn the meeting and was seconded by Commissioner Moran. The motion was approved and carried, and the meeting ended at 7:07 pm.*

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

Public Works

Date:	June 18, 2024
Agenda Item:	2024-31 Resolution Approving the GDOT 5311 - Lumpkin County Transit System Title VI Plan Renewal (<i>Fleet & Transit Division Manager Randy Allison</i>)
Item Description:	GDOT 5311 - Lumpkin County Transit System Title VI Plan. This plan assures the Federal Transit Administration and the Georgia Department of Transportation that Lumpkin County Transit System will not discriminate against any person on the basis of race, color, national origin, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964.
Facts & Historical Information:	Lumpkin County's Transit Program was created over twenty (20) years ago. For FY2023, Transit provided more than 2,493 passenger rides to the citizens of Lumpkin County, providing transportation to medical appointments, shopping, personal errands, employment, and school.
Potential Courses Of Action:	A. Approve and adopt the Lumpkin County Transit System Title VI Plan. B. Do not approve to adopt the Lumpkin County Transit System Title VI Plan. If Course A is chosen Lumpkin County Transit System will be in compliance with GDOT and will be able to continue to apply for federal funds. If Course B is chosen, application for continued federal funding will be denied and the operation of the transportation program will cease at the end of the current funding cycle (6/30/2025).
Budget Impact:	There will be no impact to the budget.
Staff Recommendation:	It is recommended that the Lumpkin County Transit System Title VI Plan be approved and adopted. The transportation program is valuable to citizens of Lumpkin County who otherwise would have no viable means of transportation.

LUMPKIN COUNTY RESOLUTION NO. 2024-31

RESOLUTION APPROVING REVISIONS TO THE TITLE VI PLAN FOR AGENCY NAME AND AUTHORIZING THE CHAIRMAN TO EXECUTE A TITLE VI NONDISCRIMINATION AGREEMENT AND U.S. DOT TITLE VI ASSURANCES FOR THE LUMPKIN COUNTY TRANSIT SYSTEM

WHEREAS, Title VI of the Civil Rights Act of 1964 states that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 USC Section 200d); and

WHEREAS, the Lumpkin County Board of Commissioners and its Lumpkin County Transit System does not discriminate on the basis of race, color, and national origin, in admission or access to, or treatment or employment in, its services, programs, and activities; and

WHEREAS, as a recipient of federal and state funds, the Lumpkin County Transit System is required to adopt a Title VI Plan and Title VI Nondiscrimination Agreement and provide the required assurances and certifications required by the Georgia Department of Transportation and Federal Transit Administration; and

WHEREAS, updates to the plan are needed in order to be compliant with current state and federal guidelines and regulations every three years; and

WHEREAS, the Lumpkin County Board of Commissioners feels it is in the best interests of the citizens of Service Area to adopt an update to the Title VI Plan to ensure the protection of all citizens in accordance with the county's established nondiscrimination policies.

NOW, THEREFORE, BE IT RESOLVED by the Lumpkin County Board of Commissioners as follows:

1. That the Lumpkin County Board of Commissioners hereby approves and adopts the Title VI Plan for the Lumpkin County Transit System included as Exhibit A.
2. That the Chairman be and is hereby authorized to execute the U.S. DOT Assurances associated with Title VI during the effective plan period.
3. That this Resolution is effective upon its adoption.

Adopted this 18th day of June, 2024.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

***Federal Transit Administration
Title VI Program***

Lumpkin County Transit System

Month, Date, Year of Plan Approval

(Plan expires 3 years from date approved by the board)

Title VI Plan Table of Contents

The Insert Agency Name Title VI plan includes the following elements:

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Section 1: Title VI Plan Approval

RESOLUTION NO. _____

**RESOLUTION APPROVING REVISIONS TO THE TITLE VI PLAN FOR AGENCY NAME AND
AUTHORIZING THE CHAIRMAN TO EXECUTE A TITLE VI NONDISCRIMINATION AGREEMENT AND
U.S. DOT TITLE VI ASSURANCES FOR Lumpkin County Transit System .**

- WHEREAS, Title VI of the Civil Rights Act of 1964 states that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 USC Section 200d); and
- WHEREAS, Lumpkin County Transit System does not discriminate on the basis of race, color, and national origin, in admission or access to, or treatment or employment in, its services, programs, and activities; and
- WHEREAS, as a recipient of federal and state funds, the Lumpkin County Transit System is required to adopt a Title VI Plan and Title VI Nondiscrimination Agreement and provide the required assurances and certifications required by the Georgia Department of Transportation and Federal Transit Administration; and
- WHEREAS, updates to the plan are needed in order to be compliant with current state and federal guidelines and regulations every three years; and
- WHEREAS, the Lumpkin County Transit System feels it is in the best interests of the citizens of Service Area to adopt an update to the Title VI Plan to ensure the protection of all citizens in accordance with Agency Name's established nondiscrimination policies.

NOW, THEREFORE, BE IT RESOLVED by the Lumpkin County Transit System's Board of Trustees as follows:

1. That the Lumpkin County Board of Commissioners hereby approves and adopts the Title VI Plan for Lumpkin County Transit System included as Exhibit A.
2. That the Chairman be and he is hereby authorized to execute the U.S. DOT Assurances associated with Title VI during the effective plan period.
3. That this Resolution is effective upon its adoption.
Adopted this day of Month, year.

ATTEST:

Signature, Chris Dockery, Chairman

Lumpkin County Board of Commissioners

Section 2: Title VI Policy Statement

Policy Statement

Lumpkin County Transit System, operating as a public transit provider, as a recipient of Federal Transit Administration (FTA) grant dollars either directly from FTA or through the Georgia Department of Transportation (GDOT), will comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the U.S. Department of Transportation implementing regulations, FTA Circular 4702.1B, and GDOT Public Transportation requirements as specified in Master Grant Agreement, and State Management Plan. Lumpkin County Transit operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act.

Section 3: Title VI Notice to the Public

Title VI Notice to the Public

Notifying the Public of Rights Under Title VI

Lumpkin County Transit System

- Lumpkin County Transit System operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the Insert Agency Name.
- For more information on Lumpkin Countys Transit System's civil rights program or Title VI obligations, the procedures for, or to file a complaint, please contact:

Randy Allison, Transit Director, Title VI Coordinator
706-482-2495

Email: transit@lumpkincounty.gov;

Or visit our administrative office at

1646 Red Oak Flats Road, Dahlonega, Georgia. 30533

For more information, visit **www.lumpkincounty.gov/292/Transit**

- For transportation-related Title VI matters, a complaint may also be filed directly with GDOT's Equal Employment Opportunity Office: Title VI Liaison, 600 West Peachtree Street N.W. Atlanta, GA 30308; via phone: 404-631-1972; TTY: 711 or email: civilrights@dot.ga.gov

or to

- Federal Transit Administration, Office of Civil Rights, Director
East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC, 20590.
 - If information is needed in another language, contact **706-482-2495**.
 - Si se necesita información en otro idioma, comuníquese con 706-482-2495.

The Lumpkin County Transit System Notice to the Public is posted in the following locations:

1. On our website www.lumpkincounty.gov/292/Transit
2. On our Transit Buses
3. At our office located at 1646 Red Oak Flats Rd. Dahlonega, GA. 30533

Section 4: Title VI Complaint Procedure

Any individual, group of individuals or entity that believes they have been discriminated against on the basis of race, color, or national origin by Lumpkin County Transit System may file a Title VI complaint by completing and submitting the agency's Title VI Complaint Form.

If the complainant is unable to reduce the complaint to writing, please contact the Title VI Coordinator using the information below, and a staff member will help dictate the complaint or provide other necessary assistance.

Any individual having filed a complaint or participated in the investigation of a complaint shall not be subjected to any form of intimidation or retaliation. Individuals who have cause to think that they have been subjected to intimidation or retaliation can file a complaint of retaliation following the same procedure for filing a discrimination complaint.

A complaint must be filed with Lumpkin County Transit System no later than 180 days after the following:

1. The date of the alleged act of discrimination; or
2. The date when the person(s) became aware of the alleged discrimination; or
3. Where there has been a continuing course of conduct, the date on which that conduct was discontinued of the latest instance of the conduct.

Once the complaint is received, Lumpkin County Transit System will review it to determine if our office has jurisdiction. A copy of each Title VI complaint received will be forwarded to the agency's Title VI Coordinator. The complainant will receive an acknowledgement letter informing her/him whether the complaint will be investigated by our office.

Lumpkin County Transit System has 45 days to investigate the complaint. If more information is needed to resolve the case, the Insert Agency Name may contact the complainant requesting further information. The complainant has **30** business days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within **30** business days, Lumpkin County Transit System can administratively close the case.

After the investigator reviews the complaint, the agency will issue one of two (2) letters to the complainant: a closure letter or a letter of finding (LOF).

- ✓ A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed.
- ✓ A letter of finding (LOF) summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member, or other action will occur.

If the complainant wishes to appeal the decision it must direct the appeal back to the agency. The complainant has 30 days after receipt of the closure letter or the letter of finding to do so. The appeal will be investigated and decided by a separate party than the Title VI Coordinator (or other official who issued the initial decision). The appeal process information will be included in the letter.

Written Title VI Complaints, or any questions regarding Title VI protections, should be forwarded to:

Randy Allison, Transit Director, Title VI Coordinator
706-482-2495

Email: transit@lumpkincounty.gov;
Or visit our administrative office located at:
1646 Red Oak Flats Road, Dahlonega, GA. 30533.

For transportation-related Title VI matters, a complaint may also be filed directly with GDOT's Equal Employment Opportunity Office: Title VI Liaison, 600 West Peachtree Street N.W. Atlanta, GA 30308; via phone: 404-631-1972; TTY: 711 or email: civilrights@dot.ga.gov

Or

Federal Transit Administration, Office of Civil Rights, Director
East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE Washington, DC, 20590.

If information is needed in another language, please contact **(706) 482-2495**.

Si se necesita información en otro idioma, comuníquese con **(706) 482-2495**.

Section 5: Title VI Complaint Form

Lumpkin County Transit System Title VI Complaint Form

Section I:				
Name:				
Address:				
Telephone (Home):			Telephone (Work):	
E-Mail Address:				
Accessible Format Requirements?	Large Print		Audio Tape	
	TDD		Other	
Section II:				
Are you filing this complaint on your own behalf?			Yes*	No
*If you answered "yes" to this question, go to Section III.				
If not, please supply the name and relationship of the person for whom you are complaining:				
Please explain why you have filed for a third party:				
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.			Yes	No
Section III:				

I believe the discrimination I experienced was based on (check all that apply):

Title VI: ☐ Race ☐ Color ☐ National Origin

Other (specify): _____

Date of Alleged Discrimination (Month, Day, Year): _____

Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.

Section IV

Have you previously filed a Civil Rights related complaint with this agency?

Yes

No

Section V

Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?

☐ Yes

☐ No

If yes, check all that apply:

☐ Federal Agency: _____

☐ Federal Court _____

☐ State Court _____

☐ State Agency _____

☐ Local Agency _____

If marked Yes in Section V, please provide information about a contact person at the agency/court where the complaint was filed.

Name:

Title:

Agency:

Address:
Telephone:
Section VI
Name of agency complaint is against:
Contact person:
Title:
Telephone number:

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below

Signature

Date

Please submit this form in person at the address below, or mail this form to:

**Lumpkin County Transit System
Randy Allison, Transit Director (Title VI Coordinator)
1646 Red Oak Flats Road
Dahlonega, Georgia. 30533
706-482-2495
transit@lumpkincounty.gov**

Section 6: List of Title VI Investigations, Complaints and Lawsuits

The Lumpkin County Transit System maintains a list or log of all Title VI investigations, complaints and lawsuits, pertaining to its transit-related activities.

Check One:

- ☒ There have been no investigations, complaint and/or lawsuits filed against us since the last plan submission.
- ☐ There have been investigations, complaints and/or lawsuits filed against us.
_____ *See list below. Attach additional information as needed.*

	Date (Month, Day, Year)	Summary (include basis of complaint: race, color, or national origin)	Status	Action(s) Taken
Investigations				
1.				
2.				
Lawsuits				
1.				
2.				
Complaints				
1.				
2.				

Section 7: Public Participation Plan

Lumpkin County Transit System's *Public Involvement Philosophy*

Lumpkin County Transit System The Public Participation Plan (PPP) for Lumpkin County Transit System was developed to ensure that all members of the public, including minorities and Limited English Proficient (LEP) populations, are encouraged to participate in the decision-making process for Lumpkin County Transit System. Policy and service delivery decisions need to take into consideration community sentiment and public opinion based upon well-executed outreach efforts. The public outreach strategies described in the PPP are designed to provide the public with effective access to information about Lumpkin County Transit System services and to provide a variety of efficient and convenient methods for receiving and considering public comment prior to implementing changes to services. The PPP is included in this Title VI Plan.

Current Outreach Efforts

Lumpkin County Transit System is required to submit a summary of public outreach efforts made over the last three (3) years. The following is a list and short description of Lumpkin County Transit System's recent, current, and planned outreach activities.

- Brochures – Lumpkin County Transit brochures have been strategically placed throughout the community. Such as: the library, medical facilities, and health department.
- Word of Mouth – This is some of the best outreach; current passengers telling others about Transit.
- County Website – Transit services are advertised on the Lumpkin County website.
- Community Outreach – We work closely with the Senior Center by taking seniors to the center in the morning for personal engagement, daily activities and nutrition and take them back home in the afternoon.
- Redesign of Brochure – Transit staff redesigned the Transit brochure making it more appealing to the community. As well, the new design clarifies that Transit is for everyone, which will dispel the perception in the community that Transit is only for senior citizens.
- Business Cards – Business cards were printed for easy access to the telephone number and fees and placed throughout the County.

The agency embraces several specific goals:

- Consult with local governments in identifying transportation needs, coordinating projects, and selecting viable solutions.
- Respond quickly and transparently to concerns expressed about agency activities and educate the public about transportation programs and issues.
- Review and update the public involvement strategy and process as needed to improve the program.

Strategies and Desired Outcomes

To promote inclusive public participation, Lumpkin County Transit System will employ the following strategies, as appropriate (make these determinations based on a demographic analysis of the population(s) affected, type of plan, program and/or service under consideration, and the resources available):

- ✓ Use newspaper ads in the local newspaper publication that serve LEP populations.
- ✓ Place brochures at some of the Dr. Offices in town.
- ✓ Work with the Senior Center.
- ✓ Utilize Facebook more often regarding our Transit System.

Public Outreach Activities

We will use the strategies listed above in the next 3 years

The public outreach and involvement activities conducted by Lumpkin County Transit System since the last Title VI Program submission are summarized in the table below.

Specific Public Participation activities are listed in the table below:

Event Date	Insert Agency Name Staffer(s) or Department	Activity	Communication Method (Public notice, posters, social media)	Notes

Section 8: Four Factor Analysis and LEP Data

What does it mean to be Limited English Proficient (LEP)?

LEP individuals do not speak English as their primary language and therefore have a limited ability to read, write, speak, or understand English. Many LEP persons are in the process of learning English and may read, write, speak, and/or understand some English, but not proficiently. LEP status may be context-specific – an individual may have sufficient English language skills to communicate basic information (name, address etc.) but may not have sufficient skills to communicate detailed information in English.

Background

Federal law prohibits discrimination based on national origin. National origin discrimination includes discrimination based on a person's inability to speak, read, write or understand English. Recipients of Federal funds must provide meaningful access to LEP individuals.

On August 11, 2000, Executive Order 13166, titled, "Improving Access to Services by Persons with Limited English Proficiency," was issued. Executive Order 13166 requires Federal agencies to assess and address the needs of otherwise eligible persons seeking access to federally conducted programs and activities who, due to LEP cannot fully and equally participate in or benefit from those programs and activities. Section 2 of the Executive Order 13166 directs each Federal department or agency "to prepare a plan to improve access to...Federally conducted programs and activities by eligible LEP persons...."

Framework for Deciding when Language Services are Needed

Lumpkin County Transit System will take the following steps to ensure meaningful access to its programs, services, and activities for LEP individuals in a manner that balances the following four factors.

FOUR-FACTOR ANALYSIS

The Four Factor Analysis is a local assessment that considers:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the agency;
2. The frequency with which LEP persons come into contact with the agency's services and programs;
3. The nature and importance of the agency's services and programs in people's lives; and
4. The resources available to the agency for LEP outreach, as well as the costs associated with that outreach.

Factor One: The number or proportion of LEP persons eligible to be serviced or likely to be encountered by Lumpkin County Transit System

The first step in determining the appropriate components of a Language Assistance Plan is understanding the proportion of LEP persons who may encounter our agency's services, their literacy skills in English and their native language, the location of their communities and neighborhoods and, more importantly, if any are underserved as a result of a language barrier.

To do this, the agency evaluated the level of English proficiency and to what degree people in its service area speak a language other than English and what those languages are. Data for this review is derived from the United States Census and the American Community Survey. The most recent data available for the state were the ACS 2018-2022 five-year estimates.

Service Area Overview

Lumpkin County Transit System service area encompasses Lumpkin County. Home to 32,047 people spread over 282.9 square miles, the service area's population speaks 8 different language groups. However, the overall numbers of residents who speak English 'less than very well' are very low. Of the total service area population of 32,047, a breakdown of the language groups, and those speaking English less than very well, are shown below.

	Lumpkin County, Georgia	
Label	Estimate	Percentage
Total:	32,047	
Speak only English	29,829	93.08%
Speak English and Spanish less than "very well"	258	0.81%
Speak English and French less than "very well"	1	0.00%
Speak English and Other Indo-European less than "very well"	64	0.20%
Speak English and Mandarin less than "very well"	99	0.31%
Speak English and Tagalog (incl. Filipino) less than "very well"	1	0.00%
Speak English and Other Asian and Pacific Island languages less than "very well"	29	0.09%
Speak English and Other and unspecified languages less than "very well"	37	0.12%

<https://data.census.gov/cedsci/> **Table C16001**

The Safe Harbor Provision

The U.S. Department of Transportation (U.S. DOT) has adopted the U.S. Department of Justice's Safe Harbor Provision. This provision outlines circumstances that can provide a "safe harbor" for U.S. DOT recipients (and sub-recipients) regarding translation of vital documents. Specifically, if a recipient provides written translation of vital documents for each LEP group that constitutes the lesser of 1,000 persons or five percent (5%) of the total population eligible to be served or likely to be affected or encountered, such action is considered strong evidence of compliance with the recipient's written translation obligations.

The Safe Harbor Provision only applies to the translation of written documents. It does not affect the agency's requirement to provide meaningful access to LEP individuals through oral language services.

A vital document is any document that is critical for ensuring meaningful access to the recipients' major activities and programs by beneficiaries generally and LEP persons specifically. Whether or not a document (or the information it solicits) is "vital" may depend upon the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

The data above shows that no language meets the Safe Harbor threshold at this time. Lumpkin County is home to 32,047 people (0.81% of the population) who speak Spanish, and speak English less than very well. The number of people who speak other languages and English less than very well all comprise under 0.1% of the population each.

Designation of Vital Documents

Based on the limited population of Spanish speakers who also speak English less than very well, Lumpkin County Transit System designates none of the following as Vital Documents at this time. In the future as needed, we will translate the following: Title VI Notice to the Public, Title VI Complaint Form, Title VI Complaint Procedures, ADA Complaint Form, Reasonable Modification Request Form.

Factor Two: The frequency with which LEP persons come into contact with Agency services and programs.

Lumpkin County Transit System recognizes the importance of taking measures to gauge LEP needs, but in the spirit of transparency, admits it has done less than planned in the past few years to fortify the Title VI Program. In this situation, our agency is doing all it can to move forward in a positive direction. This includes a plan to collect data on the frequency in which LEP persons come into contact with the agency's various departments and programs. The Title VI Coordinator will create an annual survey to be sent to each department. Departments will collect data on their contacts with people who need language assistance, and the Title VI

Coordinator will review and analyze this data each year. Departments will also be asked to log their use of any type of Language Line or any other translation or interpretation services. Thus, by the time this Program is due for an update, Lumpkin County Transit System will have concrete data on language access needs to help direct future efforts and planning.

Factor Three: The Importance of the Agency's Service to People's Lives

Lumpkin County Transit System services likely affect every community member in some way. Our transit services are used daily by people who do not have access to their own transportation. Our services allow riders access to grocery stores, medical appointments, work, social service agencies, social activities, and a variety of other essential destinations. Some LEP persons are immigrants with no legal way to access a driver's license at this time. At this time the Lumpkin County Transit System only operates within Lumpkin County.

Finally, Lumpkin County Transit System's planning process relies on input from the public. The agency's services are therefore important to LEP person's lives, and must be accessible to everyone, regardless of ability to speak English.

Factor Four: Resources and Costs for LEP Outreach

Given that Lumpkin County Transit System has a very limited number of LEP citizens, we can meet the needs of its LEP population through relatively simple means. First, Lumpkin County Transit System would coordinate with the Human Resources Department in order to expand our LEP assistance and or someone to translate for us to be utilized for translation or interpretation in informal or emergency situations. In the event assistance in a rare language is needed, Lumpkin County Transit System can reach out to our Humna Resources Department for direction for assistance to find someone whom is proficient and may be willing to assist.

Lumpkin County Transit System recognizes there will be times when professional interpretation or translation services may be needed. In those cases where a citizen needs to communicate with us in another language, again we will reach out to our Human Resources Department for direction in this matter.

Section 9: Language Assistance Plan

As a recipient of federal US DOT funding, Lumpkin County Transit System is required to take reasonable steps to ensure meaningful access to our programs and activities by limited-English proficient (LEP) persons.

Limited English Proficient (LEP) refers to persons for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. This includes those who have reported to the U.S. Census that they speak English less than very well, not well, or not at all.

The **Insert Agency Name's** Language Assistance Plan includes the following elements:

1. The results of the *Four Factor Analysis*, including a description of the LEP population(s), served.
2. A description of how language assistance services are provided by language
3. A description of how LEP persons are informed of the availability of language assistance service
4. A description of how the language assistance plan is monitored and updated
5. A description of how employees are trained to provide language assistance to LEP persons

Four Factor Analysis Results: LEP Populations Served

Item #1 – Four Factor Analysis Results: LEP Populations Served
--

Lumpkin County Transit System service area encompasses Lumpkin County. Home to 32,047 people spread over 282.9 square miles, the service area's population speaks 8 different language groups. However, the overall numbers of residents who speak English 'less than very well' are very low. Of the total service area population of 32,047, a breakdown of the language groups, and those speaking English less than very well, are shown below.

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Speak English and Tagalog (incl. Filipino) less than "very well"	1	0.00%
Speak English and Other Asian and Pacific Island languages less than "very well"	29	0.09%
Speak English and Other and unspecified languages less than "very well"	37	0.12%

Copy and paste your LEP description from the Four Factor Analysis, just before *Designation of Vital Documents* (the example part highlighted blue).

Item # 2 – Description of how Language Assistance Services are Provided, by Language
--

Lumpkin County Transit System has identified, developed, and uses the following:

- a) Individuals who have contact with the public are provided with “I Speak” language cards to identify language needs in order to match them with available services. Language cards verified and distributed by the Director as need.
- b) Any other need for translated documents or interpretation services will be provided on an as-needed basis. That is, anyone requesting specific information in a non-English language will be provided it upon request. The agency will use its internal resources to meet this need, when available. Otherwise, the agency will reach out to the network of resources it has developed, or hire a translator or interpreter as needed.

Item #3 – Description of how LEP Persons are Informed of the Availability of Language Assistance Service
--

In order to ensure that LEP individuals are aware of Insert Agency Name’s language assistance measures, **Lumpkin County Transit System** provides the following:

- Title VI Program including the Language Assistance Plan is made available on website, if applicable, and hard copy in central office.
- Drivers and dispatchers are provided “I Speak” language cards to identify language needs in order to match them with available services.
- The agency’s website includes language stating, “If you need assistance or information in another language, please contact (706) 482-2495.” This message is provided in every language identified as meeting the safe harbor threshold, as well as all languages identified as representing at least 5% of the service area.

Item #4 – Description of how the Language Assistance Plan is Monitored and Updated
--

Lumpkin County Transit System will continue to update the LEP plan as required by U.S. DOT. At a minimum, the Title VI Plan will continue to be reviewed and updated every three (3) years in conjunction with the Title VI submission and use data from the U.S. Decennial Census or the American Community Survey as available, or when it is clear that the concentrations of LEP individuals are present in the Lumpkin County Transit System service area.

Updates will continue to include the following:

- The number of documented LEP person contacts encountered annually.
- How the needs of LEP persons have been addressed.
- Determination of the current LEP population in the service area.
- Determination as to whether the need for translation services has changed.
- Determine whether local language assistance programs have been effective and sufficient to meet the need.
- Determine whether Insert Agency Name’s financial resources are sufficient to fund language assistance resources needed.
- Determine whether Insert Agency Name has fully complied with the goals of this LEP Plan.
- Determine whether complaints have been received concerning Insert Agency Name’s failure to meet the needs of LEP individuals

Item #5 – Description of how Employees are Trained to Provide Language Assistance to LEP Persons
--

The following training will be provided to Lumpkin County Transit System staff:

- Information on the Insert Agency Name Title VI Procedures and LEP responsibilities.
- Description of language assistance services offered to the public.
- Use of “I Speak” language cards (used to identify language preference).

- Documentation of language assistance requests.
- How to handle a potential Title VI / LEP complaint.

“I Speak” Language Identification Card

Note: For additional languages visit the US Census Bureau website

Mark this Box if you speak...	Language Identification Chart	Language
	Mark this box if you read or speak English	English
	Marque esta casilla si lee o habla español	Spanish
	Kos lub voj no yog koj paub twm thiab hais lus Hmoob	Hmong
	如果说中国在方框内打勾	Chinese
	Xin ñaùnh daáu vaø oâ naøy neáu quyù vò bieát ñoïc vaø noùi ñöôïc Vieät Ngöô.	Vietnamese
	당신이한국어말할경우이 상자를표시	Korean
	Markahan itong kuwadrado kung kayo ay marunong magbasa o magsalita ng Tagalog.	Tagalog
	Kreuzen Sie dieses Kästchen an, wenn Sie Deutsch lesen oder sprechen	German
	Отметить этот флажок, если вы говорите по-русски	Russian
	Означите ову кућицу ако говорите српски	Serbian
	आप हिंदी बोलते हैं तो इस बक्से को चिह्नित करें	Hindi
	پر نشان لگائیں تو اس باکس بولتے ہیں اردو اگر آپ	Urdu

<http://www.lep.gov/ISpeakCards2004.pdf>

Log of Limited English P Encounters

Date	Time	Language Spoken By Individual <i>(if available)</i>	Name and Phone Number of Individual <i>(if available)</i>	Service Requested	Follow Up Required	Staff Member Providing Assistance	Notes

Section 10: Minority Representation Information

Recipients that have transit-related, non-elected planning boards, advisory councils or committees, or similar committees, *the membership of which is selected by the recipient*, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees.

Lumpkin County Transit System does not have any transit-related, non-elected planning boards, advisory councils or committees, or similar committees, the membership of which is selected by the recipient. This section is inapplicable.

Section 11: Providing Assistance to and Monitoring Subrecipients

1. Does agency provide funding to subrecipients?

☒ No, the agency does not have subrecipients.

Section 12: Title VI Equity Analysis for Facility Acquisition

Title 49 CFR, Appendix C, Section (3)(iv) requires “the location of projects requiring land acquisition and the displacement of persons from their residences and business may not be determined on the basis of race, color, or national origin.” For purposes of this requirement, “facilities” does not include bus shelters, as they are considered transit amenities. It also does not include transit stations, power substations, or any other project evaluated by the National Environmental Policy Act (NEPA) process. Facilities included in the provision include, but are not limited to, storage facilities, maintenance facilities, operations centers, etc. Has the agency built a facility?

☒ No, the agency has not built a facility.

☐ Yes, the agency has built a facility and completed a Title VI equity analysis to compare the equity impacts of various siting alternatives, and the analysis must occur before the selection of the preferred site. (Include at the end of the Title VI plan a copy of the Title VI equity analysis.)

Section 13: Fixed Route Transit Providers Service Standards and Policies

FTA Circular 4702.1B, Chapter III, Paragraph 10: All fixed route transit providers shall set service standards and policies for each specific fixed route mode of service they provide.

Insert Agency Name:

☐ is a fixed route transit provider

☒ is **not** a fixed route transit provider



Lumpkin County, Georgia

Senior Center

Date:

June 18, 2024

Agenda Item:

2024-046 Local Share Match and Commitment Letter Legacy Link, Inc. SFY2025
(*Senior Center Manager Kim Massey*)

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:

LOCAL SHARE COMMITMENT LETTER

FY2025

The FY–2025 local share requested by The Legacy Link, Inc. from each county is \$16,000.00. These funds will be used by the Area Agency on Aging (AAA) as match to draw down the federal and state funding for administration, coordination, information & referral, employment & training of older workers, volunteer program and other services. These funds will also help to continue to Wellness Programs and Medicare Prescription assistance in all counties.

The Lumpkin County Commission hereby approves the services to be offered for older citizens, family members and individuals with disabilities in Lumpkin County in FY–2025. Lumpkin County Commission also agrees to pay the necessary local share funds in the amount of \$16,000.00 to secure federal and state funding and continue services as noted above.

Approved: _____ Date: _____
Lumpkin County Commission Chairman

Please return to: Melissa Armstrong, CEO/ AAA Director
The Legacy Link, Inc.
P.O. Box 1480
Oakwood, Georgia 30566



May 13, 2024

Honorable Chris Dockery, Chairman
Lumpkin County Commission
99 Courthouse Hill Suite H
Dahlonega, Georgia 30533

Dear Chairman Dockery,

The Legacy Link, Inc. will once again provide state and federal funds to Lumpkin County for Services at your senior center including Meals on Wheels, congregate meals, transportation, center management, etc. in the fiscal year beginning July 1, 2024. We plan to provide \$172,082.00 to Lumpkin County for these services.

Legacy Link provides the following services in all 13 counties: Information, telephone screening and counseling for families seeking assistance for seniors and persons with disabilities. Georgia SHIP staff and volunteers provide counseling and assist with Medicare, other insurance, fraud, and scam issues. We subcontract with a personal care service agency for homemaker and personal care to help frail older persons remain in their homes and also subcontract for legal services for older individuals in the region.

Legacy Link's RN's and social workers will continue to provide care management in all 13 counties for non-Medicaid and Medicaid-funded health programs to help nursing home eligible persons of all ages with chronic health conditions remain in their homes and communities. The RN's and case managers work with over 1,000 persons and their families to arrange for in-home and community health services to avoid premature nursing home placement.

Legacy Link staff will also continue to work with families and nursing home staff and assist residents in moving out of nursing homes and back into the community when feasible.

Additionally, we provide funding for services to help caregivers of persons with Alzheimer's disease and other dementias. We will continue funding various services designed to help families caring for someone with Alzheimer's in part-time day programs in Forsyth, White, Dawson, and Union Counties. We have a Caregiver Specialist on staff to work with families in all counties who have caregiver issues.

The Legacy Link Wellness program for seniors has been highly successful in the region and the Retired Senior and Volunteer Program (RSVP) has about 200 volunteers aged 50+ who volunteer in their communities.

The Legacy Link Senior Community Service Employment Program assists low-income persons aged 55+ needing employment and training. We pay minimum wage for part-time employment-based training. The participants are helping their communities by training in local non-profits and government organizations while learning workplace skills to obtain unsubsidized employment.

In order to draw down federal and state funds for programs and services as described, we must have local matching funds. These local matching funds from each county government are necessary for us to continue sub-contracting and providing services including administration, information and referral, screening services, and volunteer programs in all counties. We utilize in-kind match as much as possible but need local matching funds revenue to continue our services in the region.

Our local share match request of each county government for the fiscal year July 1, 2024 to June 30, 2025, is \$16,000.00 this year. Each county government's local share contribution is critical to draw down funds for continuation of services that help families in your county. This amount may be paid in one payment, quarterly, or semi-annually. If you elect for a payment option other than a one-time payment, please notify our office.

The commitment page for your signature signifying approval of the request is enclosed. Please sign and return to me so we can continue services offered in your county in the new fiscal year. If you have any questions about services operated or funded by Legacy Link in your county, please do not hesitate to call me.

We appreciate your support of Legacy Link. Through continued partnership, we can keep improving the quality of life of older adults, individuals with disabilities, and their caregivers in your community.

Sincerely,



Melissa Armstrong, MSW
CEO/ AAA Director
The Legacy Link, Inc.

Enclosure



Lumpkin County, Georgia

Public Buildings

Date:	June 18, 2024
Agenda Item:	2024-047 GDOC Inmate Work Detail Contract (<i>Director of Operations Ashley Peck</i>)
Item Description:	Request approval of a contract with GDOC for inmate labor.
Facts & Historical Information:	Lumpkin County has contracted with GDOC – Colwell Detention Center for inmate work crews for over 18 years. By agreeing to pay the salary of the correctional guard, the county is able to obtain up to 10 inmates four days a week, less any federal or state holidays or any days the Governor chooses to close state agencies, to assist with a variety of maintenance, lawn care, and special projects. This contract is a renewal and has not changed from last year. The cost of the contract is \$49,318.00 and the term is July 1, 2024 thru June 30, 2025.
Potential Courses Of Action:	A. Approve the renewal of the contract with GDOC for inmate work crews. B. Do not approve the renewal of the contract with GDOC for inmate work crews. C. Approve the renewal, but request modifications to the contract.
Budget Impact:	There is no impact to the budget. The cost of the contract is already included in the budget.
Staff Recommendation:	Approve the contract renewal with GDOC for Inmate Work Detail.

**WORK DETAIL AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF CORRECTIONS
AND
LUMPKIN COUNTY**

THIS AGREEMENT is entered into this 1st day of July, 2024, by and between GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as “Department”), and Lumpkin County, a department, authority, agency or political subdivision of the State of Georgia (“Governmental Entity”).

WITNESSETH:

WHEREAS, Department desires to obtain appropriate work for offenders incarcerated at its Colwell Probation Detention Center (hereafter “Offenders” and “Facility”); and

WHEREAS, Governmental Entity desires to obtain the services of Offender work crews on public works projects in accordance with O.C.G.A. §42-5-60(e).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Term of Agreement. The term of this Agreement shall be from July 1, 2024, through 11:59 p.m. on June 30, 2025(“Term”). The parties may, by mutual agreement in writing, extend the Agreement for additional time periods.
2. Scope of Services. The Governmental Entity agrees to perform fully and faithfully the services described in Exhibit “A,” attached hereto and incorporated by reference herein (the “Services”). No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the parties in the manner provided for herein.
3. Prohibited Contact and Dealings with Offenders.
 - A. Governmental Entity will take all reasonable steps to ensure that its officials, employees, students, and agents refrain from any personal dealings with the Offenders working under this Agreement. Such prohibited conduct includes, but is not limited to, giving, receiving, selling, buying, trading, bartering, or exchanging anything of value with Offenders.
 - B. Governmental Entity will take all reasonable steps to ensure that Offenders working under this agreement will have no contact with any unauthorized civilians.
 - C. In the event that Governmental Entity is a school or school system, Governmental Entity will take all reasonable steps to ensure that Offenders working under this Agreement will have no contact with any student of Governmental Entity's school system.
 - D. Governmental Entity will take all reasonable steps to ensure that no gun or other weapon, intoxicating liquor, any drug of any type, any cellular telephone or communications device of any type, or contraband item specified by Department, is made available by its officials, employees, students, and agents to any Offender working under this Agreement on any

property under Governmental Entity's control.

4. Workplace Safety. Governmental Entity agrees to provide a safe workplace for Offender work details in accordance with State law. Governmental Entity shall be responsible for the coordination between Offender work details and other workers in the workplace. Department shall be responsible for the custody of Offenders at all times, including security, meals, and medical care. Department and Governmental Entity agree to comply with applicable laws, rules, regulations and orders of Federal, State and Local governments in the performance of the Work.
5. Termination for Convenience. This Agreement may be terminated by either party upon seven (7) days' written notice. The seven (7) days will commence with the receipt of the notice by the non-canceling party.
6. Notices. Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to Governmental Entity:

Lumpkin County
Attn: Wayne Seabolt, County Manager
99 Courthouse Street
Suite D
Dahlonega, Ga 30533-0541
wayne.Seabolt@lumpkincounty.gov

If to Department:

Jennifer Ammons
General Counsel
Georgia Department of Corrections
State Office South, Gibson Hall, 3rd Floor
P.O. Box 1529
Forsyth, GA 31029

With a copy to:

Colwell Probation Detention Center
Attn: Tina Sosebee
189 Beasley Street
Blairsville, GA 30512
tina.sosebee@gdc.ga.gov

7. Sole Benefit. Department and Governmental Entity enter into this Agreement for their sole benefit. Department and Governmental Entity do not intend to give any rights pursuant to this Agreement to any other parties that are not signatories to this Agreement. These other parties include, but are not limited to, any Offender(s) who participates in the work detail(s) outlined in this Agreement. Department and Governmental Entity do not intend for such Offender(s) or other parties that are not signatories to this Agreement to be third party beneficiaries to this agreement.
8. Amendment. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.

9. Governing Law. This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia. Any lawsuit or other action brought against the Department and the State based upon or arising from the Contract shall be brought in the Superior Court of Fulton County Georgia.
10. Drug – Free Workplace. Governmental Entity will provide a drug-free workplace for the Offenders who are working under this Agreement.
11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.
12. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF
CORRECTIONS:

GOVERNMENTAL ENTITY:

By: _____
Jennifer Ammons
General Counsel

By: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

FACILITY WARDEN/SUPERINTENDENT

By: _____

Print Name: _____

Date: _____

EXHIBIT A SCOPE OF SERVICES

Governmental Entity Provides Vehicle

The Parties hereby agree to the following:

- A. **Delivery of Services:** Department agrees to provide Governmental Entity with one (1) Offender work details. Each work detail provided will have a maximum of ten (10) Offenders (“Work Detail”) as well as one (1) full-time correctional officer (“Correctional Officer”). The Work Detail will perform labor on public works projects described in an attachment hereto or as communicated to Department from time to time in the manner provided herein (the “Work”). Department shall have the right and responsibility to control the time and manner of executing the Work through the Correctional Officer that is assigned to supervise Work Detail. For purposes of this paragraph, the Correctional Officer shall be acting as an agent of Governmental Entity. Governmental Entity shall also have the right and responsibility to direct the Correctional Officer concerning the Work. Governmental Entity acknowledges and agrees that the Work shall not include Offender labor that benefits private persons or corporations. The Department’s delivery of services may, at the sole discretion of the Department, be suspended due to the unavailability of offenders, offender or officer illness, or any other cause. In the event the Department suspends the delivery of services, the Governmental Entity will not be charged for the time of suspension.
- B. **Vehicles, Equipment and Supplies.** Governmental Entity agrees to supply vehicles suitable for transporting Work Detail to and from the location or locations of the Work. Governmental Entity agrees that the vehicle(s) supplied shall be caged and equipped for transporting offenders in a secured manner to and from the location or locations of the Work. The Correctional Officer shall be responsible for transporting the Work Detail to and from the location or locations of the Work in the vehicles provided by Governmental Entity. In performing such transportation services, Correctional Officer shall be acting as an agent for Governmental Entity. Government Entity is responsible for ensuring that each vehicle used for transporting Work Details is equipped with a mobile radio which complies with federal law, specifically Federal Communications Commission (“FCC”) Order 04-292. The mobile radio equipment will be high power, with appropriate antennae for maximum output and range of coverage. On December 20, 2004, the Federal Communications Commission (FCC) issued Order No. 04-292, which requires all state and local law enforcement agencies using below 512-megahertz mobile radio equipment to begin using 12.5 kilohertz Narrowband Mobile Communications radios by January 1, 2013. Governmental Entity further agrees to obtain an appropriate automobile liability insurance policy which will provide insurance coverage for the correctional officer’s use and operation of the vehicle discussed in this paragraph. Governmental Entity agrees to provide Department with appropriate proof of automobile liability insurance for said vehicle within thirty (30) days of the commencement of this Agreement. Governmental Entity shall also supply all necessary tools, equipment and supplies for the performance

of the Work, including all safety gear and any necessary protective clothing. Small quantities of gasoline shall be dispensed, stored and carried only in containers approved for this purpose by the National Fire Protection Association. Governmental Entity agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereunder.

- C. Compensation. Governmental Entity agrees to pay Department the sum of Forty-Nine Thousand Three Hundred and Eighteen Dollars (\$49,318.00) per year for the Term of this Agreement. Governmental Entity acknowledges that the foregoing sum is commensurate with labor supplied, salary, and benefits for Correctional Officer assigned to the Work Detail. This amount does not include overtime provided by Correctional Officer in performing the Work. Governmental Entity expressly agrees to pay Department for any overtime provided by Correctional Officer at an overtime rate of one and one half (1½) times Correctional Officer's hourly rate. Work Detail will be provided four (4) days per week for the Term of this Agreement, with the exception of state and federal holidays and up to fifteen (15) additional days due to annual leave, sick leave, mandatory training days for the correctional officer, periods of inclement weather, and facility emergencies, such as offender disturbances and medical quarantine (collectively "Off Days"). Days in which the Governor closes State Offices or substantially delays State Offices' opening (Governor Days) in the county in which the Work Detail is to perform or is in which Offenders are housed, are excluded from "Off Days", and shall not count against the Department as an "Off Day". For each day in excess of the Off Days, excluding "Governor Days" that the Work Detail is not provided during the Term, compensation due to Department shall be reduced by Two Hundred Thirty-Seven Dollars and Ten Cents (\$237.10) per detail. Where possible, Department will give advance notice to Governmental Entity of Off Days and will provide Governmental Entity with an explanation of the reason for any Off Days on Department's monthly invoice, which invoice is due and payable Thirty (30) days from receipt by Governmental Entity. Any credits due Governmental Entity shall be noted by Department on this invoice. Work Detail will be provided for ten (10) hours per day, including time for transportation and supervision of Work Detail exiting and re-entering Facility.



Lumpkin County, Georgia

Public Buildings

Date:	June 18, 2024
Agenda Item:	2024-048 Consideration of Renewal of State Properties Commission Lease - Technical College System of GA (<i>Director of Operations Ashley Peck</i>)
Item Description:	Consideration of Renewal of State Properties Commission Lease - Technical College System of GA - Adult Learning Center
Facts & Historical Information:	Lumpkin County entered into an agreement with the Department of Technical and Adult Education, Lanier Tech end user, in 2006 for the use of approximately 2,000 square feet of classroom and office space located at 150 B Johnson Street. In 2023 the Board of Commissioners updated the agreement. The DTAE agrees to pay \$1.00 per year for the use of the space and are responsible for telecom, water, electricity and janitorial expenses for the facility. The County is responsible for all other expenses for the facility. This agreement is a continuation of the previous agreements. The terms of the agreement are July 1, 2024 - June 30, 2025.
Potential Courses Of Action:	A. The Board could choose to approve the new agreement with the State Properties Commission and Technical College System of Georgia. B. The Board could choose not to approve the new agreement with the State Properties Commission and Technical College System of Georgia.
Budget Impact:	There is no impact to the budget.
Staff Recommendation:	Renew the agreement with the State Properties Commission and Technical College System of Georgia.



STATE PROPERTIES COMMISSION

270 Washington Street, Suite 2-129, SW, Atlanta, Georgia 30334

Chairman
Brian P. Kemp
Governor

Executive Director/State Property Officer
Marty W. Smith

May 15, 2024

Lumpkin County Board of Commissioners
99 Courthouse Hill, Suite A
Dahlonega, GA 30533-0541

RE: Technical College System of Georgia
--Not applicable--
Agreement Number: 5175

FY: 2025

Dear Landlord:

The Agreement ("Agreement") dated 3/6/2023, by and between Lumpkin County Board of Commissioners ("Landlord") and State Properties Commission ("Tenant") for 2,000 rentable square feet of Classroom, Faculty, Library space located at 150 B Johnson Street, Dahlonega, GA 30533-0501, will expire on June 30, 2024.

The Agreement referenced above granted to Tenant the option to extend the Term for additional periods of one (1) year each. In accordance with OCGA §50-16-41, the State Properties Commission (SPC) is authorized to manage the utilization of administrative space by state entities. Such authority includes the ability to manage any space rented or leased from any public or private entity. Therefore, by virtue of such authority, the SPC hereby notifies you of Tenant's desire to exercise this option extending the Term for a 12-month period beginning July 01, 2024 and ending June 30, 2025 under the same terms, conditions, covenants, agreements, and provisions and stipulations of the Agreement and at the Annual rental rate of \$1.00.

STATE PROPERTIES COMMISSION

J. Frank Smith
Deputy Executive Director



Lumpkin County, Georgia

Human Resources

Date:	June 18, 2024
Agenda Item:	2024-049 ACCG-IRMA Property & Liability Insurance Renewal (<i>Community & Employee Services Director Alicia Davis</i>)
Item Description:	ACCG-IRMA Property & Liability Insurance Renewal
Facts & Historical Information:	Each year, the county purchases property and liability insurance. Last year, our provider, ACCG, had a large price increase. This year's cost is actually a 1.6% decrease compared to last year due to an improvement in our experience rating. Each year, there are some adjustments to coverages and those are outlined on p. 4 of the renewal proposal (attached).
Potential Courses Of Action:	Approve the renewal of ACCG Property and Liability Insurance.
Budget Impact:	Due to budget planning and the slight decrease in cost, this contract should be budget neutral.
Staff Recommendation:	Approve renewal of ACCG-IRMA Property & Liability Insurance with no changes to deductibles or liability limits.

ACCG-IRMA

Renewal Contribution Worksheet – Deductible Option

7/1/2024 to 7/1/2025

Member: Lumpkin County

COVERAGE	SAME AS EXPIRING DEDUCTIBLES	DEDUCTIBLE OPTION
Auto Liability/Physical Damage (AL/APD)	\$2,500	\$10,000
Crime	\$2,500	\$10,000
General Liability (GL)	\$2,500	\$10,000
Law Enforcement Liability (LEL)	\$5,000	\$10,000
Property & Equip. Breakdown (PROP)	\$2,500	\$10,000
Public Officials Liability (POL)	\$5,000	\$10,000
Privacy & Security (Cyber)	\$25,000	\$25,000
CONTRIBUTIONS		
Renewal Contribution:	\$509,451	\$473,986
Less Safety Credit:	(\$22,627)	(\$20,854)
Net Contribution Due:	\$486,824	\$453,132

*The deductible will apply to all losses and all lines of coverage subject to a maximum of one deductible for all claims arising from a single loss. For scheduled properties in Special Flood Hazard Areas, the deductible is the maximum limit available under the National Flood Insurance Program or if unavailable, \$500,000 for building or structure and \$500,000 contents. Highest applicable deductible will apply.

ADDITIONAL LIMITS OF LIABILITY COVERAGE	
Your Limit for Liability Coverage (Included in Contribution Above):	\$2,000,000
Note that these are the limits you chose last year.	With \$1,000,000 on Auto Liability
Your liability limits may be increased in increments of \$1,000,000. We have provided the cost of any additional limits below.	
(If Automobile Liability is specifically itemized in your Limit of Liability Coverage above, that limit will remain the same even if you increase the other liability limits.)	
<u>Option</u>	<u>Additional Annual Cost</u>
Increase Limits to \$3,000,000	\$33,650
Increase Limits to \$4,000,000	\$38,743
Increase Limits to \$5,000,000	\$42,959

The Sovereign Immunity Protection Endorsement attached to the ACCG-IRMA Coverage Agreement caps Automobile Liability, where allowed by law, to limits of \$500,000 bodily injury per person / \$700,000 bodily injury per accident / \$50,000 property damage as stated under O.C.G.A. § 36-92-2.

For those members buying a General Liability limit of \$4,000,000 or more, liability arising out of dams which are either 25 ft. or more in height or have an impounding capacity of 50 acre ft. or more will be limited to \$3,000,000 per occurrence unless underwriting requirements are met and the ACCG-IRMA Coverage Agreement is endorsed. Should you have questions about coverage on a particular dam, please call ACCG Underwriting & Member Services at 1.800.858.2224.

Complete page 2 and return to accginsurance@accg.org by 7/1/2024

EXPOSURES AND VALUES NOTICE

It is important to maintain an accurate Schedule of Values on your entity's property at 100% replacement cost unless otherwise noted to secure sufficient coverage in the event of a claim. As of 7/1/24 coverage for each location is limited to a maximum of 125% of the scheduled value at the time of loss. It is the member's ultimate responsibility prior to renewal to review the appraisal report and subsequent property schedules and advise ACCG staff of any changes needed in the data or values. Members should also update the property schedule online when additions, changes, or deletions need to be made. Not doing so could impact the amount of coverage provided. Vehicle, equipment, and unmanned aircraft schedule changes also must be updated online. All coverage schedule additions, changes, or deletions should be made online through your Origami Risk Member Dashboard here: <https://live.origamirisk.com/Origami/Account/Login?account=ACCG>

OPTIONAL UNINSURED MOTORISTS COVERAGE

Uninsured Motorists coverage provides a source of recovery for the negligent and tortious acts of an owner or operator of an uninsured motor vehicle. County governments are not legally responsible for the liability caused by uninsured motorists. Any bodily injury suffered by a county employee during and in the course of employment is covered by Workers' Compensation; otherwise, their injuries should be covered by their health insurance. Physical damage to county-owned vehicles should be covered under the Physical Damage section of the ACCG-IRMA Coverage Agreement.

Your current Uninsured Motorists coverage limit selection on file is \$0. Should you wish to change this coverage selection to a different limit please call ACCG Underwriting & Member Services at 1.800.858.2224.

IMPORTANT: This Contribution Worksheet must be completed, signed, dated and returned to:

email: accginsurance@accg.org
no later than 7/1/2024

Please check ONE of the following deductible options:	
☐	SAME AS EXPIRING DEDUCTIBLES: \$2,500 AL/APD; \$2,500 Crime; \$2,500 GL; \$5,000 LEL; \$2,500 PROP; \$5,000 POL; \$25,000 Cyber
☐	DEDUCTIBLE OPTION: \$10,000 AL/APD; \$10,000 Crime; \$10,000 GL; \$10,000 LEL; \$10,000 PROP; \$10,000 POL; \$25,000 Cyber
Please check ONE of the following limit options:	
☐	Same Limit of Liability as Expiring Coverage: \$2,000,000 with \$1,000,000 on Automobile Liability
☐	Different Limit of Liability Option (Insert Desired Limit): \$ _____

**SIGN
HERE**

Accepting For: Lumpkin County

Signature

Title

Date

Please do not let the lack of payment delay your return of this worksheet. Until we are otherwise notified, your expiring limits and deductibles will apply in the event of a claim.

May 16, 2024



ACCG Insurance Programs

ACCG - Group Self-Insurance
Workers' Compensation Fund
(ACCG-GSIWCF)

**ACCG - Interlocal Risk
Management Agency
(ACCG-IRMA)**

ACCG - Group Health Benefits
Program, Inc.
(ACCG-GHBP)

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Advantages of
ACCG-IRMA

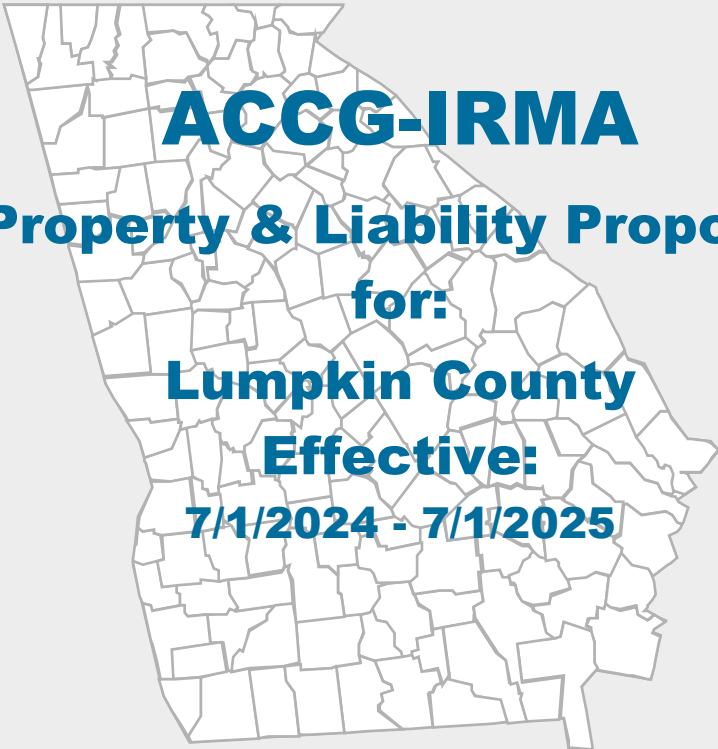
Membership Profile

Resource List

Coverage and Limits

Renewal Summary

Protecting Georgia's Counties.



ACCG-IRMA

Property & Liability Proposal

for:

Lumpkin County

Effective:

7/1/2024 - 7/1/2025

ACCG
191 Peachtree Street, Suite 700
Atlanta, GA 30303
(404)522-5022
1(800) 858-2224
www.accg.org

May 16, 2024

The Honorable Chris Dockery, Chairman
Lumpkin County
99 Courthouse Hill Ste H
Dahlonega, GA 30533

Attention: Chairman Dockery

Enclosed is the ACCG – Interlocal Risk Management Agency (ACCG-IRMA) property & liability renewal for the coverage period 7/1/2024 to 7/1/2025. This includes an overview of the pool's benefits, its coverage and services, a list of fellow Members, and a service contact list. The Contribution Worksheet and invoice are separately attached.

The Member-owned, non-profit ACCG-IRMA was created in 1987 by Georgia counties and has successfully provided a stable, cost-effective source of specialized property and liability coverages and services. In the 1980s, commercial insurers abandoned public entities due to costly claims. The situation is similar today, primarily due to increases in auto, law enforcement liability, and property claims. ACCG-IRMA is feeling a similar impact, but remains committed to its purpose to protect Georgia counties.

To cover expected costs, Members' 2024 overall rate will increase 7%. **Equity is paramount, so each Member's renewal contribution is based upon its exposures, such as property, vehicles, payroll, officer counts, etc.; deductibles; geography; safety efforts; and claims experience.**

Due to the timing between collecting contributions and settling claims, insurance companies and pools conservatively invest in fixed income instruments and stocks to earn interest, dividends, and appreciation. Insurance entity regulators allow insurers and pools to invest only in instruments that are highly rated and easily marketable and require them to maintain specific levels of capital and liquid funds to ensure solvency. **ACCG-IRMA's financial strength has helped Members weather recent challenges and has afforded Members the opportunity to receive \$45 million in dividends since the program began.**

ACCG's dedicated claims staff continues to work diligently to protect and replace Members' assets when a claim occurs. This caliber of service is of great value to Members and to ACCG-IRMA.

ACCG-IRMA also helps protect Members through the prevention and mitigation of claims through its risk control organization, Local Government Risk Management Services (LGRMS). **Every Member is strongly urged to create and maintain a safety culture and utilize the program's comprehensive risk control services to prevent and reduce future claims. This will help lower the future cost of coverage!**

ACCG-IRMA Helps Members Reduce Claims Thru:

- **Risk Control Services:** [LGRMS](#) helps Members understand the causes of claims and works with them to maintain a safer environment.
- **Safety Discounts:** A 5% safety discount is applied when Members meet specified requirements created to encourage loss control. If earned, it is noted on the Contribution Worksheet and invoice.

- **HR Legal Service:** Employment law specialists at Jarrard & Davis provide guidance regarding difficult employment situations in order to avoid preventable lawsuits.
- **Crisis Management Coverage:** A crisis management firm helps Members more effectively respond in certain emergency situations, including workplace violence.
- **Privacy & Security Liability & Expense:** Coverage, loss control, a data breach coach, and incident response services are provided for the actual/reasonably suspected release of private/confidential data. Higher limits may be purchased.

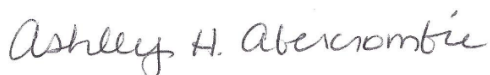
Contribution Worksheet - Options: It is imperative that you return the Contribution Worksheet by July 1st via email (accginsurance@accg.org). If a deductible option is provided and/or higher limits of liability insurance are desired, please check the chosen option(s). If a claim occurs after the new coverage period begins and before we receive notice of a change in deductibles and/or limits, last year's deductibles and/ or limits will apply.

Payment is due upon receipt; kindly mail payment to the bank noted on the invoice by July 1. A finance charge of 7% annual, pro-rated daily interest will be necessary on any contributions 30 days past due. If a change in deductibles/limits is noted on the Contribution Worksheet, a separate invoice will be sent for the change in contribution.

Flood and Earthquake Coverage: Limited Flood and Earthquake protection is provided as shown in the Coverages and Limits section of this proposal. Higher limits may be purchased. Note that any property located in Special Flood Hazard Areas (SFHAs) must be properly identified as being in Zone A or V on the Statement of Values or Flood coverage will be excluded for that location. Locations in SFHAs have deductibles of \$500,000 per building/structure and \$500,000 contents before the ACCG-IRMA's Flood coverage will apply. Upon your written request, ACCG can assist you with coverage through the National Flood Insurance Program to satisfy the ACCG-IRMA deductible requirements for eligible locations in SFHAs. Should you have questions about any of your affected locations, call 1 (800) 858-2224 or (404) 522-5022.

On behalf of the ACCG-IRMA Board of Trustees and the other Members, we appreciate your continued support of the ACCG Insurance Programs. Please reach out to us should you have any questions about your renewal.

Sincerely,



Ashley H. Abercrombie, CPCU, ARM
Director of Property & Casualty Programs

cc: Ms. Alicia Davis, H R Director

ACCG-IRMA COVERAGE AGREEMENT CHANGES

The following changes to the ACCG-IRMA Coverage Agreement effective July 1, 2024 were approved at the ACCG-IRMA Board of Trustees meeting on April 26, 2024:

GENERAL COVERAGE DECLARATIONS

- Revised Section I – Property Limits of Liability to refer to Schedule of Values on file with IRMA.

SECTION I – PROPERTY COVERAGE

- Added 125% limitation per Location (Margin Clause) - which caps maximum recovery at 125% of the scheduled values combined for each reported Location.

Example:

Building A is listed on the schedule on file with IRMA at \$100,000.

Building A sustains a loss and the actual replacement cost determined after loss will be \$150,000.

Limit is 125%. (\$100,000 scheduled value x 1.25 = \$125,000)

Maximum loss payable is \$125,000 in accordance with a 125% margin clause, with \$25,000 uninsured of the \$150,000 total loss.

Please make sure to review included and/or online Property Schedule limits for adequacy..

- Added \$50,000,000 sublimit for Named Storm.
- Added \$100,000 sublimit for Insect, Animal, and Vermin Damage to Mobile Equipment and Vehicles.
- Removed 1,000 feet extension for property coverage for contractors/subcontractors property.
- Clarified valuation criteria for unscheduled and scheduled Fine Arts.
- Changed name of Historical Reproduction Cost to Reproduction Cost and eliminated redundant wording.
- Added wording for Reproduction Cost option for scheduling non-historical property.
- Revised definition of Vacant to clarify vacancy qualifying % intent.
- Changed Member to Named Member in several sections.
- Non-substantive changes to capitalization, spacing, grammar, punctuation and formats were also made.

LIABILITY SECTIONS II, III, IV, V and VII

- No Changes

ADDITIONAL CHANGES

- Updated Named Storm Deductible and Property Upgrade to Green Endorsements to change Member to Named Member.
- Non-substantive changes to capitalization, spacing, grammar, punctuation and formats were also made.

This overview is not part of the ACCG-IRMA Coverage Agreement and does not provide or explain all provisions of the Coverage Agreement. Please review the Coverage Agreement for complete information on all coverages, terms, conditions and exclusions.

About ACCG

ACCG is a non-profit organization formed in 1914 to enhance the role, stature and responsiveness of county government in Georgia. One of the ACCG's services is providing quality, cost-effective risk management and insurance programs to meet the specific needs of Georgia county governments. The ACCG administers the following insurance programs:

- Group Self-Insurance Workers' Compensation Fund
- Interlocal Risk Management Agency (Property & Liability, Firefighters' Cancer)
- Group Health Benefits Program

About ACCG-IRMA

The ACCG - Interlocal Risk Management Agency (ACCG-IRMA) is a self-insurance pool for Georgia county governments, whereby the members join together to provide a source of coverage for their property, liability, and other risks. Instead of relying on traditional insurance, members contribute to a joint fund to cover risks. In return, they receive financial protection and specialized risk management services tailored to Georgia counties and county authorities.

- Established in 1987 under O.C.G.A. 36-85-1 et. seq,
- ACCG-IRMA began with 14 charter members and now has 179 members, with \$151 million in assets.
- Most of the 500+ intergovernmental pools in existence today were originally formed during the hard insurance market in the 1980s.

Financially Sound and Stable Source of Coverage

Despite ongoing difficulties in obtaining commercial coverage for public entities, the consistent growth of intergovernmental pools clearly establishes that pools are a successful long-term, stable alternative to traditional insurance carriers.

In a hard insurance market with changing coverage terms and increased pricing in the commercial insurance industry, one need not worry about whether the ACCG-IRMA will be interested in covering the risk management and insurance needs of Georgia county governments in the future. The ACCG-IRMA was created for this very reason.

As evidenced by its financials, ACCG-IRMA continues to be a financially sound program due to the professionals who service the program and the cooperation and dedication of the membership. The ACCG-IRMA also purchases reinsurance to provide additional financial protection to the pool.

The ACCG-IRMA, with over 100 years of experience assisting Georgia's county governments, is owned and operated by its members, who understand the unique needs of county governance. The program offers a tailored coverage package, including property and liability protection, designed specifically for Georgia county governments.

- Quality, cost-effective risk management and insurance programs
- ACCG-IRMA is a non-profit organization created specifically for Georgia county governments
- A successful, long-term alternative to traditional insurance carriers
- Financially sound, stable source of property and liability coverages

Specialized, Professional Services

The ACCG-IRMA provides the highest level of comprehensive risk management and insurance services available to Georgia county governments.

Administrative/Brokerage Services ACCG has in-house expertise for underwriting the exposures of all current and prospective members as well as providing daily service to the membership. Marsh & McLennan Agency provides stand-alone policies outside of ACCG-IRMA for members as needed.

Risk Control/Safety Services Local Government Risk Management Services (LGRMS), jointly created by the ACCG and the Georgia Municipal Association (GMA), provides specialized loss control and safety engineering services to the membership at no additional cost. The staff has an average of 15 years' experience in risk control for Georgia public entities and is strategically located throughout the State of Georgia. Services include on-site and regional training, written communications on timely topics, and analysis of and assistance with problem areas. LGRMS' website, lgrms.com, provides members special access to a video library, sample policies and procedures, and other valuable information that helps reduce risk and improve safety for citizens, employees, volunteers and public officials.

Claims Administration Services Effective claims administration is key to a successful program. The ACCG's highly experienced dedicated claims professionals assist in an objective determination of the member's liability and effectively manage expenses based upon that determination. Our claims unit has the unparalleled level of knowledge and expertise that comes from having settled over 175,000 Georgia county government claims. Our Georgia-based professionals manage claims using industry best practices, have extensive knowledge of Georgia law and manageable caseloads, and utilize state-of-the-art claims administration systems so they can handle the members' claims in the most effective, cost-efficient manner.

Cyber Risk eRisk Hub® Members also have free access to a private web-based portal called the eRisk Hub®, which contains a wealth of information and technical resources to assist in the prevention of network, cyber and privacy losses. The website includes a risk assessment designed to help counties identify areas for improvement in data security. It also provides support in the timely reporting and recovery of losses if an incident occurs. If a member experiences and reports a data breach or other privacy/cyber liability incident to the ACCG Claims Unit, we will contact the breach coach, a privacy attorney, to help manage the situation.

Crisis Management Coverage ACCG-IRMA will pay up to \$100,000 per event and annual aggregate, subject to a \$2,500 deductible, for the services of a crisis management firm in certain emergency situations or for workplace violence counseling expenses due to workplace violence events. The first hour of crisis management service per event is free and that is enough time for many crises. Contact the ACCG Claims Unit to take advantage of this service if needed.

Property Appraisals Each ACCG-IRMA member is provided with a professional property appraisal at least once every five years. The appraisals are a valuable tool for county governments to have an accurate accounting and inventory of owned properties. The process often identifies buildings owned by the county which may not have been reported to ACCG-IRMA and buildings scheduled or reported for insurance which have been sold or demolished. Upon completion of the appraisal, the member will be provided an electronic copy of the appraisal, which contains a photograph and valuation data on every building valued at \$100,000 or more.

- Member-owned and controlled
- Managed by Georgia county government officials
- Tailored coverage package to meet the needs of Georgia county governments
- Experienced claims professionals dedicated to ACCG-IRMA members
- Unparalleled level of service, knowledge and expertise in managing Georgia county government claims
- Comprehensive safety services dedicated to Georgia local governments
- A professional appraisal service ready to assist in ascertaining adequate replacement cost values for your property
- Online services for your convenience
- Toll-free numbers for all services

Specialized, Professional Services (continued)

HR Legal Service ACCG-IRMA provides HR legal service designed to help counties handle difficult employment situations. When a problem arises, an appointed county liaison should check with their organization's HR resource and/or legal counsel to determine whether additional guidance is needed. If so, the liaison may contact employment law specialists at Jarrard & Davis through the ACCG's website to seek further input at no additional cost to the member.

The service is available for disciplinary action, including termination, or employee allegations of harassment or retaliation, or questions regarding any of the following:

- Family and Medical Leave Act (FMLA)
- Americans with Disabilities Act (ADA)
- Reductions in force/ reorganizations
- Title VII of the Civil Rights Act of 1964 (i.e., employment discrimination)
- Age Discrimination in Employment Act (ADEA)
- Fair Labor Standards Act (FLSA)

Success

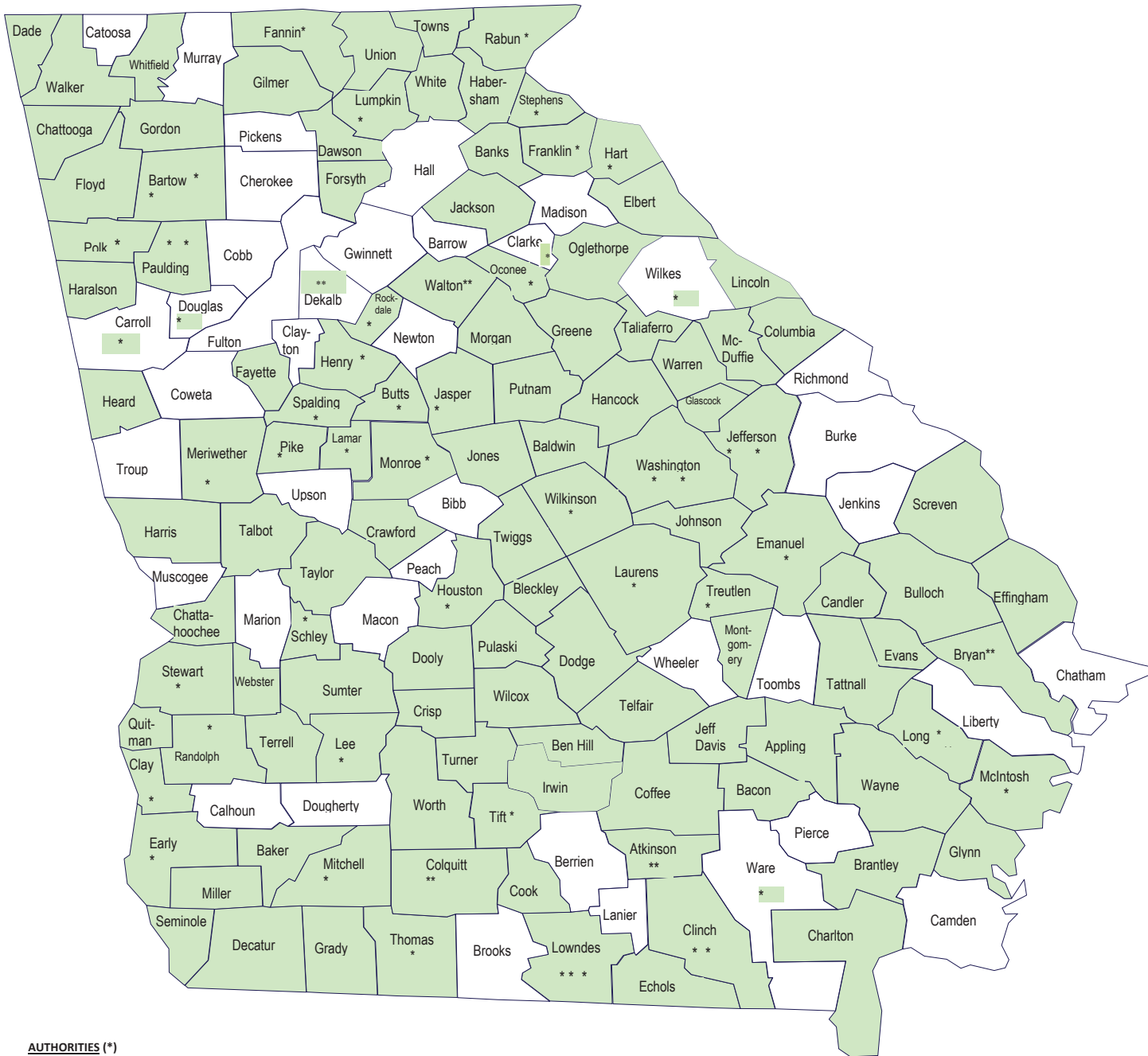
The ACCG-IRMA has been successful because of its commitment to provide a financially sound and stable source of risk management and insurance services specifically for Georgia county governments. The program continues to save the members money up front in premium costs and on the back-end in deductible payments and dividends. The ACCG-IRMA can provide broad coverage and professional services while keeping contribution requirements at a break-even level because of these features:

- Non-profit
- Improved cash flow
- Tax-exempt status
- No premium tax
- No commissions
- Low overhead costs

Insurance companies primarily make money from underwriting income and investment income held in reserve to pay claims. Pooling allows members and their taxpayers to enjoy the benefit of that income in the program as surplus accrues to the benefit of the members. So far, the ACCG-IRMA has returned \$45 million in the form of dividends to its membership!

In conclusion, pool members benefit from having more control over their program costs and from receiving high quality loss control and claims management services that tend to make them better risks in the future. The ACCG-IRMA appreciates the continued commitment and support of its members and service providers which have made this program so successful.

- HR Legal Service included
- Surplus accrues to the benefit of the members
- ACCG-IRMA has returned \$45 million in dividends to the membership!
- We can help make you a better risk in the future
- Success due to continued commitment and support of our members and service providers



AUTHORITIES (*)

Atkinson County Solid Waste Authority
 Bartow-Cartersville Joint Development Authority
 Bartram Trail Regional Library System (Wilkes)
 Bryan County Public Facilities Authority
 Butts County Water & Sewer Authority
 Carroll County Water Authority
 City of Dublin & Laurens County Development Authority
 Clinch County Development Authority
 Coastal Plain Regional Library (Tift)
 Conyers-Rockdale Library System
 DeKalb County Private Hospital Authority
 Development Authority of Bartow County
 Development Authority of Bryan County
 Development Authority of DeKalb County
 Development Authority of Jefferson County
 Development Authority of Long County
 Development Authority of Monroe County
 Development Authority of Rabun County
 Development Authority of Walton County
 Douglasville-Douglas County Water & Sewer Authority
 Emanuel County Development Authority

Fall Line Regional Development Authority (Wilkinson)
 Fannin County Water Authority
 Flint River Regional Library (Spalding)
 Franklin County Industrial Building Authority
 Hart County Water & Sewer Utility Authority
 Henry County Library System
 Hospital Authority of Colquitt County
 Houston County Development Authority
 Jasper County Water & Sewer Authority
 Jefferson County Library System
 Joint Development Authority of Jasper, Morgan, Newton & Walton County
 Lamar County Regional Solid Waste
 Lee County Utilities Authority
 Lower Chattahoochee Regional Transit Authority (Sumter)
 Lumpkin County Water & Sewerage Authority
 McIntosh County Industrial Development Authority
 Meriwether County Water & Sewerage Authority
 Middle Flint Regional 911 Authority (Schley)
 Moultrie Colquitt County Parks Recreation Authority
 Oconee County Industrial Development Authority

Paulding County Airport Authority
 Paulding County Industrial Building Authority
 Pike County Parks & Recreation Authority
 Pine Mountain Regional Library System
 Polk County Water, Sewer, & Solid Waste Authority
 Satilla Regional Water & Sewer Authority (Ware)
 Sinclair Water Authority (Putnam)
 South Georgia Regional Library System (Lowndes)
 Southwest Georgia Regional Commission (Mitchell)
 Stephens County Development Authority
 Stewart County Water & Sewer Authority
 Thomas County Public Library
 Treutlen County Development Authority
 Tri-County Joint E-911 Authority (Clinch)
 Upper Oconee Basin Water Authority
 Valdosta-Lowndes County Airport Authority
 Valdosta-Lowndes County Conference Center & Tourism Authority
 Washington County Airport Authority
 Washington County Development Authority

Staff

ACCG — accg.org /email: accginsurance@accg.org

191 Peachtree St NE, Suite 700

Atlanta, GA 30303

404-522-5022 / 800-858-2224 / 404-522-1897 (Fax)

Ashley Abercrombie, Director of Property & Casualty Programs	404.589.7828	aabercrombie@accg.org
Dena Stewart, Property & Casualty Programs Manager	404.589.7864	dstewart@accg.org
Ben Pittarelli, Director of Health Program & Insurance Marketing	404.589.7840	bpittarelli@accg.org
Joe Dan Thompson, Marketing & Field Services Representative	404.589.7862	jthompson@accg.org
Matt Autry, Underwriting & Member Services Manager	678.225.4264	mautry@accg.org
Glenda Williams, Senior Member Services Associate	678.225.4253	gdwilliams@accg.org
Lisa Wood, Senior Member Services Associate	404.589.7874	lwood@accg.org
Rylan Little, Underwriting and Member Services Assistant	404.589.7838	rlittle@accg.org

Claim Services

ACCG Claims Administration Services – accg.org

191 Peachtree St NE, Suite 700

Atlanta, GA 30303

678-591-4079 / 877-421-6298 / 888-221-4079 (Fax)

Melanie Graham, Director of Claims Administration Services	678.225.4250	mgraham@accg.org
Bryan Wells, IRMA Lead Examiner	678.225.4269	bwells@accg.org
Mary Reid, Insurance Services Supervisor	678.225.4263	mreid@accg.org

Loss Control

Local Government Risk Management Services, Inc. – lgrms.com

3500 Parkway Lane, Suite 110

Norcross, GA 30092

678-686-6279 / 800-650-3120 / 770-246-3149 (Fax)

Dan Beck, CSP

Director of Safety & Loss Control

dbeck@lgrms.com

This overview is not a part of your Coverage Agreement and does not provide or explain all provisions of the Coverage Agreement. Please review the Coverage Agreement for complete information on all coverages, terms, conditions and exclusions.

Third-Party Liability Coverage Overview

COVERAGES

Primary General Liability (Occurrence Form) *	Yes
• Per Occurrence & Aggregate Limits	\$2,000,000; No Aggregate
• Deductible	\$2,500
Law Enforcement Liability (Occurrence Form) *	Yes
• Per Wrongful Act & Aggregate Limits	\$2,000,000; \$4,000,000
• Deductible	\$5,000
Automobile Liability (Occurrence Form) *	Yes
• Per Occurrence & Agg. Limits**	\$1,000,000; No Aggregate
• Deductible	\$2,500
• Uninsured Motorists	\$0
Public Officials E&O Liability (Part A) and Employee Benefits Liability (Part B) *	Yes
• Per Wrongful Act & Aggregate Limits	\$2,000,000; \$4,000,000
• Deductible	\$5,000
• Coverage Form	(A) Occurrence (B) Claims Made

EXTENSIONS (Including but not limited to)

Blanket Contractual Liability	Yes
Broadened Personal Injury Definition	Yes
Broadened Named Insured Definition	Yes
Care, Custody & Control	Yes
Defense in Addition to Limits	Yes
Incidental Malpractice	Yes
Independent Contractors	Yes
Limited Pesticide/Herbicide Applicator Coverage	Yes
Limited Pollution from Hostile Fire, Firefighting Activities, etc.	Yes
Terrorism Coverage	Yes
Sexual Misconduct	Yes
Single Occurrence Deductible for Multiple-Line Program	Yes

EXCLUSIONS (Including but not limited to)

Aircraft/Airport Operations; Unmanned Aircraft (Unless Endorsed)	Yes
Asbestosis	Yes
Communicable Disease	Yes
Condemnation/Inverse Condemnation	Yes
Fungus	Yes
Hospital/Clinic Malpractice	Yes
Nuclear Incidents	Yes
Perfluoroalkyl and Polyfluoroalkyl Substances	Yes
Pollution, Contamination and Seepage	Yes
Professional Malpractice (other than Incidental Malpractice)	Yes
War and Risks	Yes
Workers' Compensation/Employers' Liability/Occupational Disease	Yes

* Higher limits are available upon request. The limits for Part A and Part B apply in total over Part B and not separately to each part.

** Automobile Liability is subject to limits of \$500,000 bodily injury per person / \$700,000 bodily injury per accident / \$50,000 property damage as stated under O.C.G.A. § 36-92-2 and provided by Sovereign Immunity Protection Endorsement attached to the ACCG-IRMA Coverage Agreement.

- Covers entity, authorized volunteers, employee, public officials, and commissioners, boards and committees and their members appointed by the county governing authority while acting behalf of the county.
- All liability on occurrence basis, except for Employee Benefits Liability
- Defense in addition to the limits
- Includes malpractice for emergency medical services
- Coverage for employment-related claims included
- Excess liability limits available; Dams 25 feet in height and/or 50 acre feet storage capacity must be underwritten separately.

Property and Crime Coverage Overview

PROPERTY

Real & Personal Property Limit	Per Schedule on file
• Include Increased Cost of Construction	Yes - \$2,500,000
• Include Builders Risk Coverage for New Construction	Yes - \$5,000,000 max
All Risks (subject to the standard exclusions)	Yes
Replacement Cost Coverage (as scheduled; except Auto/Mobile Equipment)	Yes
• Requirement to Rebuild on Same Site	No
• Limitation on combined loss per Location	125% of scheduled value
Deductible	\$2,500*

CRIME

Blanket Employee Dishonesty Bond	\$150,000 per Employee **
Statutory Bonds	Various Limits as Required **
Computer Theft and Funds Transfer Fraud	\$150,000
Forgery & Alteration	\$150,000
Money & Securities (Loss Inside/Outside)	\$150,000
Social Engineering Fraud – Annual Aggregate	\$25,000
Deductible	\$0 on Statutory Bonds; otherwise, \$2,500

EXTENSIONS (Including but not limited to)

Accounts Receivable	\$1,000,000
Automobile Physical Damage	Per Schedule on File
Business Income and Extra Expense Combined	\$5,000,000
Contingent Business Income and Extra Expense	\$250,000
Coinsurance Requirements	No
Debris Removal	Lesser of \$2,500,000/25% loss
Earthquake (Annual Aggregate) *	\$10,000,000
Evacuation Expense	\$250,000
Flood (Annual Aggregate)* (Except \$1,000,000 per occurrence and aggregate for scheduled properties in Special Flood Hazard Area)	\$5,000,000
Landscaping (subject to \$15,000 any one shrub or tree)	\$100,000
Miscellaneous Unnamed Property	\$100,000
Mold Resulting from a Defined Peril	\$1,000,000
Newly Acquired Property and Automobile and Mobile Equipment	\$5,000,000
Outdoor Property (Defined Perils)	Yes
Personal Effects (Property of Employees and Others)	\$50,000
Terrorism	Yes
Transit	\$100,000
Unmanned Aircraft Systems	\$100,000
Upgrade to Green	Yes
Valuable Papers & Records	\$1,000,000

EXCLUSIONS (Including but not limited to)

Aircraft and/or Watercraft (>26ft.)	Yes
Communicable Disease	Yes
Crops or Timber	Yes
Nuclear, Biological & Chemical Incidents	Yes
War Risks	Yes
Wear, Tear, Deterioration	Yes

- Replacement cost/stated value coverage
- Newly acquired vehicles and property valued under \$500,000 automatically covered mid-term without notice to ACCG-IRMA; not auditable
- Crime and blanket bond coverages, including statutory

* Additional limits per occurrence and aggregate available upon request. For scheduled properties in Special Flood Hazard Areas, the deductible is the maximum limit available in the National Flood Insurance Program or if unavailable, \$500,000 for building or structure and \$500,000 contents.

** In no event will IRMA pay more than \$500,000 per Occurrence for Blanket Employee Dishonesty and Faithful Performance and Statutory Bonds combined. Higher limits are available for all Crime coverages upon written request and payment of additional contribution.

Equipment Breakdown Coverage Overview

COVERED OBJECTS	PER VALUES SUBMITTED
Air Conditioning Systems	Yes
Boilers & Pressure Vessels	Yes
Combustion Engines	Yes
Compressors	Yes
Electrical Motors	Yes
Electrical Wiring	Yes
Electronic Computer or Electronic Data Processing Equipment, Media or Data	Yes
Fans/Blowers	Yes
Generators	Yes
Hot Water Heating System Piping	Yes
Pumps	Yes
Refrigeration Systems	Yes
Static Content Vessels	Yes
Switchgear	Yes
Transformers	Yes
Turbines	Yes
Vacuum Vessels	Yes
COVERAGES INCLUDED (Including but not limited to)	
Business Income/Extra Expense	Yes
Explosion	Yes
Refrigeration Interruption	Yes
Replacement Cost Valuation	Yes
Spoilage & Contamination	Yes
SUBLIMITS	
Spoilage	\$500,000
Service Interruption	\$1,000,000
Expediting Expenses	\$500,000
Business Income and Extra Expense	\$10,000,000
Hazardous Substances	\$1,000,000
Ammonia Contamination	\$500,000
Electronic Data and Media	\$1,000,000
CFC Refrigerants	\$250,000
Computer Equipment	\$50,000,000
Deductible	\$2,500

- Jurisdictional inspections included
- Efficiency upgrade enhancement
- Infrared services available at discounted cost
- Privacy & Security incident response services coverage

Privacy and Security Liability and Expense

COVERAGES INCLUDED (Including but not limited to)	
Liability – Per Occurrence & Aggregate (subject to \$10,000,000 IRMA Annual Aggregate for all Members)	\$1,000,000
Sublimits (including but not limited to):	
Data Breach Expenses	\$500,000
Cyber Extortion Coverage – Annual Aggregate	\$50,000
Deductible	\$25,000

ACCG-IRMA

Renewal Proposal Summary – DEDUCTIBLE OPTION

7/1/2024 to 7/1/2025

Member: Lumpkin County

COVERAGE	EXPIRING DEDUCTIBLES	DEDUCTIBLE OPTION
Auto Liability/Physical Damage (AL/APD)	\$2,500	\$10,000
Crime	\$2,500	\$10,000
General Liability (GL)	\$2,500	\$10,000
Law Enforcement Liability (LEL)	\$5,000	\$10,000
Property & Equip. Breakdown (PROP)	\$2,500	\$10,000
Public Officials Liability (POL)	\$5,000	\$10,000
Privacy & Security (Cyber)	\$25,000	\$25,000
CONTRIBUTIONS	EXPIRING DEDUCTIBLES	DEDUCTIBLE OPTION
Renewal Contribution:	\$509,451	\$473,986
Less Safety Credit:	(\$22,627)	(\$20,854)
Net Contribution Due:	\$486,824	\$453,132

*The deductible will apply to all losses and all lines of coverage subject to a maximum of one deductible for all claims arising from a single loss. For scheduled properties in Special Hazard Zones for Flood, the deductible is the maximum limit available under the National Flood Insurance Program or if unavailable, \$500,000 for building or structure and \$500,000 contents. Highest applicable deductible will apply.

ADDITIONAL LIMITS OF LIABILITY COVERAGE

Your Limit for Liability Coverage (Included in Contribution Above): \$2,000,000
Note that these are the limits you chose last year.

With \$1,000,000 on Auto
Liability

Your liability limits may be increased in increments of \$1,000,000.
We have provided the cost of any additional limits below.

(If Automobile Liability is specifically itemized in Your Limit of Liability Coverage above, that limit will remain the same even if you increase the other liability limits.)

Option	Additional Annual Cost
Increase Limits to \$3,000,000	\$33,650
Increase Limits to \$4,000,000	\$38,743
Increase Limits to \$5,000,000	\$42,959

The Sovereign Immunity Protection Endorsement attached to the ACCG-IRMA Coverage Agreement caps Automobile Liability, where allowed by law, to limits of \$500,000 bodily injury per person / \$700,000 bodily injury per accident / \$50,000 property damage as stated under O.C.G.A. § 36-92-2.

For those members buying a General Liability limit of \$4,000,000 or more, liability arising out of dams which are either 25 ft. or more in height or have an impounding capacity of 50 acre ft. or more will be limited to \$3,000,000 per occurrence unless underwriting requirements are met and the ACCG-IRMA Coverage Agreement is endorsed. Should you have questions about coverage on a particular dam, please call ACCG, the ACCG-IRMA Administrator, at 1.800.858.2224.



Lumpkin County, Georgia

Emergency Services

Date:	June 18, 2024
Agenda Item:	2024-050 Medical Director - EMS - Jack Freeman (<i>EMA Director David Wimpy</i>)
Item Description:	This is a renewal agreement between Lumpkin County Emergency Services hereinafter called LCES and Jack Miller Freeman, Jr., M.D. hereinafter called Medical Director.
Facts & Historical Information:	The State of Georgia Office of EMS requires that any medical service in the State of Georgia serving a population of 12,000 people or more must have a Medical Director. The Statute is located under 290-5-30-.07 (I).
Potential Courses Of Action:	A. Renew the agreement between the current Director and LCES so they can continue to provide the medical care for the Citizens and all other people that may pass through Lumpkin County. B. Not renew the agreement and run the risk of fines from the Georgia State Office of EMS. Also, run the risk of having the County's Ambulance and emergency Services license revoked.
Budget Impact:	The cost for this service will be in the amount of \$7,700.00, which is the same as last year's contract. There is no budget impact for LCES, due to pricing being the same.
Staff Recommendation:	Staff's recommendation is to continue the agreement with Dr. Freeman, so the County is able to meet the requirements of the state and enables our department to continue to provide the best care and service for all that live and travel throughout Lumpkin County.

LUMPKIN COUNTY EMS MEDICAL DIRECTOR AGREEMENT

This agreement is made effective as of July 1, 2024, by and between the governing authority of **Lumpkin County, Georgia**, a body politic and corporate, hereinafter called “COUNTY” and **Jack Miller Freeman, Jr., M.D.** hereinafter called “DIRECTOR”.

WITNESSETH:

Whereas, COUNTY has an obligation to have a medical director for its ambulance service pursuant to DHS Rule 290-5-30-.07 (i); and

Whereas, DIRECTOR is willing act as such director and provide medical direction for County’s ambulance service.

Now, therefore, the parties, intending to be legally bound agree as follows:

SCOPE OF SERVICES

1. DIRECTOR shall serve as medical authority for the ambulance service, serving as a liaison between the ambulance service and the medical community, medical facilities and governmental entities.

2. DIRECTOR shall provide for medical direction and training for the ambulance service personnel in conformance with acceptable emergency medical practices and procedures.

3. DIRECTOR’S duties shall include but not be limited to the following:

- (i) The approval of policies and procedures affecting patient care;
- (ii) The formulation of medical protocols and communication protocols;
- (iii) The formulation and evaluation of training objectives;
- (iv) Performance evaluation;
- (v) Continuous quality improvement of patient care; and
- (vi) Development and implementation of policies and procedures for requesting air ambulance transport.

4. All services rendered and documents prepared by DIRECTOR shall conform to all laws, statutes and ordinances and the applicable rules, regulations, methods and procedures of all governmental boards, bureaus, offices and commissions having authority over such matters.

COMPENSATION

Unless and until the Agreement is terminated, as compensation for the services rendered by the DIRECTOR that are specified in this Agreement, the COUNTY agrees to pay DIRECTOR an annual fee of Seven Thousand and seven Hundred Dollars (\$7,700.00) each year payable within 30 days of the binding date of this agreement.

TERMINATION

COUNTY reserves the right to terminate this Agreement at any time at its sole discretion by giving DIRECTOR sixty (30) days notice. The COUNTY also may terminate this Agreement immediately should DIRECTOR lose any necessary certification or license.

DIRECTOR reserves the right to terminate this Agreement at any time at his sole discretion by giving COUNTY sixty (60) days notice.

INDEMNIFICATION

DIRECTOR shall indemnify COUNTY for any and all claims, losses, actions, images, liability, costs and expenses which arise out of the performance or non-performance of its duties under this Agreement, including any acts or omissions of its employees or agents. DIRECTOR shall not be responsible and shall have no duty of indemnity to COUNTY for any liabilities which arise solely from the negligence, misfeasance, action, inaction or other failure of the COUNTY, its officers, employees or agents.

INSURANCE

DIRECTOR, at his sole cost and expense, shall obtain and maintain or cause to be obtained and maintained during the term of this Agreement, Physicians and Surgeons Professional Liability Policy in the following amounts: \$1,000,000 each loss limit and \$3,000,000 aggregate limit. A certificate of insurance evidencing the above coverage shall remain in full force and DIRECTOR will supply the COUNTY with a copy of said certificate hereunder upon request.

MODIFICATION

This Agreement represents the entire Agreement between the parties hereto and shall not be modified in any manner except written instrument executed by the parties and attached hereto.

DEFAULT

In the event any default by either party under this Agreement results in litigation, the prevailing party in any such litigation shall be entitled to recover its reasonable attorney fees and costs in connection with said litigation.

GOVERNING LAW

This Agreement shall be governed under the laws of the State of Georgia.

TERM OF CONTRACT

This contract shall commence on July 1, 2024 and shall end on June 30, 2025. This contract may be renewed for successive one-year terms upon agreement of both parties.

IN WITNESS WHEREOF, the undersigned parties, intending to be legally bound hereby as of the date first set out above, have set their hands and seals on the date set out below.

This ____ day of _____, 2024.

COUNTY:

DIRECTOR:

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Jack Miller Freeman, Jr., M.D.

Attest:

Melissa Z. Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

Parks & Recreation

Date:	June 18, 2024
Agenda Item:	2024-051 United Futbol Academy (UFA) Soccer Contract (<i>Park & Rec Manager Tim Towe</i>)
Item Description:	UFA operates all soccer programs in Lumpkin, Dawson, Fannin, Union, Gilmer, Pickens and now White County. They provide recreation soccer along with academy soccer.
Facts & Historical Information:	UFA has managed the soccer program here in Lumpkin County for at least 5 years.
Potential Courses Of Action:	To approve this contract to allow UFA to operate Soccer through the spring season of 2025
Budget Impact:	Positive Budget impact as UFA pays us \$5 per player that is signed up.
Staff Recommendation:	To approve this contract for the fall season of 2024 and the spring season of 2025

LUMPKIN COUNTY PARK & RECREATION
2024 - 2025 Activity Period
TERMS OF FIELD USE AGREEMENT WITH UNITED FUTBOL ACADEMY

This field use agreement has been entered into as of June 1, 2024, between Lumpkin County ('County') and United Futbol Academy ('UFA'), for the purpose of leasing fields for soccer programming in Lumpkin County, Georgia, acting on behalf of United Futbol Academy and their designated representatives, coaches and directors agrees to abide by all terms of this agreement as well as the rules and ordinances set forth by Lumpkin County Parks and Recreation (LCPR) and their partners who might provide access to fields or facilities.

This agreement shall be in force commencing as of an effective date of June 1, 2024 through May 31, 2025 and will automatically renew unless terminated in accordance #24 and #25 as stated below.

County and UFA agree to abide by the following additional terms and conditions:

1. UFA agrees to maintain liability insurance and add LCPR and Lumpkin County as an additional insured, providing a copy of such within 30 days of this binding agreement. Failure to provide a copy of the policy to Lumpkin County shall constitute a breach of contract; a "notice of coverage" is not satisfactory, a full and complete copy of the policy is required.
2. UFA agrees to provide all equipment, officials and coaches necessary for the operation of a successful recreational, academy and select soccer program in Lumpkin County.
3. UFA agrees to create and provide all flyers, posters, registration documents, and media related material for the purpose of communicating all aspects of necessary information to the Lumpkin County soccer community.
4. UFA agrees to conduct on-line registration for the purpose of registering participants in Lumpkin County. UFA further agrees to coordinate registration dates, times and locations with the LCPR Program Coordinator and staff for the purpose of scheduling facilities and properly communicating information to staff.
5. UFA agrees to provide an open and accessible channel of communication for all Lumpkin County participants including but not limited to email notifications, updated website information, flyers, bulletins, etc. UFA further agrees to communicate the same information to LCPR via the Athletic Coordinator and Program Coordinator.

6. It is the responsibility of UFA to administer background checks for all coaches, volunteers, directors, and trainers working on behalf of UFA and in Lumpkin County facilities. Anyone convicted of crimes against persons, drug distribution or trafficking or forcible felonies shall not be permitted to work with children in Lumpkin County. In the event of a questionable situation or violation, LCPR reserves the right to have the final decision in all matters.
7. It is the responsibility of UFA to schedule all practices, games, clinics and trainings and to adequately and properly disseminate all information in a timely manner, not less than 2 weeks prior to the scheduled activity. UFA further agrees to simultaneously provide the LCPR Athletic Coordinator with the same information.
8. It is the responsibility of UFA to train, schedule, communicate with and pay officials in accordance with their policies.
9. UFA will remind Coaches and Parents that it is their responsibility to keep all soccer facilities and fields clean, neat and free of debris before, during and after all scheduled activities. UFA is not responsible for any Community Use.
10. UFA is responsible for the proper set up, maintenance, storage and removal of soccer related equipment including but not limited to goals, nets, sand bags, balls, flags and cones. LCPR will provide outdoor space for storage of soccer goals and indoor storage space for small equipment.
11. UFA agrees to limit field use to prearranged and designated times. UFA further agrees to adhere to any decision by LCPR to close fields.
12. UFA agrees to coordinate field design and layout with the Athletic Coordinator. Once space is agreed upon by both parties, UFA agrees to provide a diagram of the field layout for the purpose of disseminating information as well as field design, layout and striping by lesser.
13. LCPR will provide paint and labor necessary to stripe/paint all soccer fields in accordance with the agreed upon layout.
14. UFA agrees to have a UFA Park Coordinator. The representative shall be recognizable and accessible to the soccer participants and properly communicate and disseminate information.
15. UFA agrees to meet in person or virtually with the LCPR Athletic Coordinator/Director for the purpose of discussing issues, planning and disseminating information necessary for the successful operation of soccer programs in Lumpkin County.
16. UFA agrees to limit rosters and participation in Lumpkin County leagues to no more than 20% non-Lumpkin residents. UFA and LCPR agree to negotiate this issue in the event Lumpkin

County resident participation numbers are not sufficient to support this distribution in certain levels or age groups.

17. UFA agrees to maintain the registration fee structure for soccer programming in Lumpkin County at a rate agreed upon by LCPR Director and UFA. The fees do not include associated tournament entry fees. Late registration fees shall be an additional \$20.

18. UFA agrees to abide by and enforce all LCPR rules, ordinances and zero tolerance policies as they relate to park property and activities. Including, but not limited to policies relating to emergencies, weather, spectator and participant behavior, and field maintenance schedules and closures.

19. County will not be held liable for the damage or loss of property of UFA.

20. UFA will be permitted to utilize any equipment, which is the property of LCPR until such time as it is rendered no longer usable. UFA agrees to provide all additional equipment necessary for the operation of its programs and activities.

21. UFA must include Lumpkin County and LCPR in its "hold harmless" agreement on all registration forms, both electronic and hard copy.

22. Each season, UFA agrees to provide LCPR copies of all rosters, both recreational and academy, within 2 weeks of teams being set for the season. Rosters must include coaches and participants first and last name, full address, age, phone number, email address, date of birth, gender and team/league information.

23. Effective upon signing, UFA agrees to pay LCPR a field usage fee of \$5 for registered players in their Lumpkin County program or who may be utilizing Lumpkin County facilities. Payment is due when rosters are submitted or no more than 2 weeks from the date teams are set for the season.

24. During the length of this agreement, County agrees UFA shall have priority usage of Lumpkin County Park and Recreation soccer facilities. This agreement does not prevent LCPR from having the ability to rent or use soccer fields for special events, tournaments, or free and open play for Lumpkin County residents, or to rent field space to other teams when not in use by UFA.

25. LCPR reserves the right to terminate this agreement, with 30 days written notice, for any violations in the terms of this agreement, rules, park ordinances or un-reconciled issues arising as a result of this agreement. In the event written notice of termination is given, UFA will be afforded field privileges through the end of the current regular spring or fall season schedule.

26. UFA shall be responsible for all claims, damages, losses and expenses incurred by County arising out of or resulting from UFA's failure to comply with the terms of this Agreement.

UFA:

UFA Director Signature

Date _____

County:

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Date _____



Lumpkin County, Georgia

Parks & Recreation

Date:	June 18, 2024
Agenda Item:	2024-052 Park & Recreation Fields TruGreen Weed Control and Fertilization Contract (<i>Parks & Recreation Manager Tim Towe</i>)
Item Description:	TruGreen provides fertilizer, broadleaf weed, crabgrass and pre-emergent weed control on all of our playing surfaces (baseball/softball fields and soccer fields). This is a great asset to our department, and TruGreen's customer service and work is outstanding.
Facts & Historical Information:	TruGreen is always on time and does an outstanding job. They work well with us. When we have bad weather they don't get on the fields and have knowledge when to spray chemicals or put all fertilization down.
Potential Courses Of Action:	A. Approve the contract. B. Do not approve the contract.
Budget Impact:	This has already been budgeted for 2025.
Staff Recommendation:	To approve this contract for 1 year



Ferman Hamby
3630 Swiftwater Park Drive
Suwanee, Ga 30024

Phone:

Customer Information

BILL TO:

Lumpkin County Parks and Recreation
Department - Billing Location
99 Courthouse Hill Suite H
Dahlonega, Ga 30533

Phone: 7069731511

SERVICE LOCATION:

1166 Captain McDonald Road - Field
1166 CAPTAIN MCDONALD ROAD
DAHLONEGA, GA 30533

Phone: 7069731511

Detail of Charges

Service Location	Line Item Description	Round #	Round Description	Total Price
1166 Captain McDonald Road - Field	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$125.00
1166 Captain McDonald Road - Field	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$399.00
1166 Captain McDonald Road - Field	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$125.00
1166 Captain McDonald Road - Field	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$125.00
1166 Captain McDonald Road - Field	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$212.00
1166 Captain McDonald Road - Field	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$125.00
1166 Captain McDonald Road - Field	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$125.00
1166 Captain McDonald Road - Field	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$117.00
1166 Captain McDonald Road - Field	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$125.00
1166 Captain McDonald Road - Field	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent	\$399.00

			weed control (As Needed/Weather Dependent)	
1166 Captain McDonald Road - Field	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$125.00
1166 Captain McDonald Road - Field	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$125.00
1166 Captain McDonald Road - Field	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$212.00
1166 Captain McDonald Road - Field	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$125.00
1166 Captain McDonald Road - Field	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$125.00
1166 Captain McDonald Road - Field	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$117.00
1166 Captain McDonald Road - Field	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$125.00
1166 Captain McDonald Road - Field	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$399.00
1166 Captain McDonald Road - Field	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$125.00
1166 Captain McDonald Road - Field	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$125.00
1166 Captain McDonald Road - Field	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$212.00
1166 Captain McDonald Road - Field	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$125.00
1166 Captain McDonald Road - Field	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$125.00
1166 Captain McDonald Road - Field	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$117.00
1166 Captain McDonald Road - Field	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$125.00
1166 Captain McDonald Road - Field	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$399.00
1166 Captain McDonald Road - Field	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$125.00
1166 Captain McDonald Road - Field	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$125.00

1166 Captain McDonald Road - Field	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$212.00
1166 Captain McDonald Road - Field	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$125.00
1166 Captain McDonald Road - Field	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$125.00
1166 Captain McDonald Road - Field	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$117.00
1166 Captain McDonald Road - Field	Lawn Service	8	Late Fall/Early Winter - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$125.00
1166 Captain McDonald Road - Field	Lawn Service	8	Late Fall/Early Winter - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$399.00
1166 Captain McDonald Road - Field	Lawn Service	8	Late Fall/Early Winter - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$125.00
1166 Captain McDonald Road - Field	Lawn Service	8	Late Fall/Early Winter - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$125.00
1166 Captain McDonald Road - Field	Lawn Service	8	Late Fall/Early Winter - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$212.00
1166 Captain McDonald Road - Field	Lawn Service	8	Late Fall/Early Winter - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$125.00
1166 Captain McDonald Road - Field	Lawn Service	8	Late Fall/Early Winter - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$117.00
1166 Captain McDonald Road - Legion	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$437.00
1166 Captain McDonald Road - Legion	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$437.00
1166 Captain McDonald Road - Legion	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$437.00
1166 Captain McDonald Road - Legion	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$437.00
1166 Captain McDonald Road - Legion	Lawn Service	8	Late Fall/Early Winter - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$437.00
1166 Captain McDonald Road - Multip	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$424.00
1166 Captain McDonald Road - Multip	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$424.00

1166 Captain McDonald Road - Multip	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$424.00
1166 Captain McDonald Road - Multip	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$424.00
1166 Captain McDonald Road - Multip	Lawn Service	8	Late Fall/Early Winter - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$424.00
325 Riley Road - Lumpkin County Jus	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$170.00
325 Riley Road - Lumpkin County Jus	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$170.00
325 Riley Road - Lumpkin County Jus	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$170.00
325 Riley Road - Lumpkin County Jus	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$170.00
325 Riley Road - Lumpkin County Jus	Lawn Service	8	Late Fall/Early Winter - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$170.00
56 Mechanicsville Road - Lumpkin Co	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$106.00
56 Mechanicsville Road - Lumpkin Co	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$106.00
56 Mechanicsville Road - Lumpkin Co	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$106.00
56 Mechanicsville Road - Lumpkin Co	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$106.00
56 Mechanicsville Road - Lumpkin Co	Lawn Service	8	Late Fall/Early Winter - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$106.00

Subtotal: \$12,450.00

Total Sales Tax Amount: \$0.00

Grand Total: \$12,450.00

Description:

Standard Terms and Conditions

1. Term. The term of this Agreement shall one (1) year from the date signed by you, the Customer.

2. Price increases. Prices of services provided in this agreement may be increased should you add property under this agreement, or in the event of increases in the cost of fuel, material, or labor, or costs incurred by TruGreen due to government regulation and other causes. In addition, TruGreen may elect to increase the price of services under this agreement after the first year, or after any subsequent anniversary date of the agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. TruGreen shall not increase its prices on an elective basis more frequently than once during any agreement year.

3. Payment Terms. Payment is due to TruGreen within 30 days after the invoice date. In the event you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 15% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable attorney's fees or other professional fees and court costs.

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2024-25-Renewal-5770-Lumpkin County Parks and Recreation

Department-Turf Care - 2024-05-22 16:44:32

4. Check processing policy ACH. When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: in the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.

5. Termination. In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. TruGreen may terminate this Agreement for convenience upon thirty (30) days prior written notice to you. You may cancel this Agreement for material breach by TruGreen, provided that you give TruGreen written notice of the details of the breach, and thereafter TruGreen fails to cure the breach within thirty (30) days after said notice. (a). Additional termination provisions for landscape companies, property management companies, agents and other similar entities: To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.

6. Sale of Property. You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property. Should you fail to notify TruGreen as required in this provision, you agree to indemnify TruGreen for any damages incurred as a result of your failure to notify.

7. LIABILITY. TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT. BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.

8. Duty to Inspect. You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.

9. Notice to tenants, employees, invitees. To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.

10. No Warranties. Except as expressly set forth in this Agreement, TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.

11. Force majeure. Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental regulatory or legal action, act of God or any cause beyond such part's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.

12. No assignment. You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.

13. Watering, Cultural Practices. The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.

14. Modification of program. This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.

15. Insects and Borers. Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.

16. Authorization to provide Service. TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (AAA), under the AAA Commercial or Consumer, as applicable. Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

18. CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

19. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.

20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By: _____ Date: _____

REPRESENTATIVE/GENERAL MANAGER

Print Name: _____ Date: _____

Customer Signature: _____ Date: _____

AUTHORIZED AGENT/CUSTOMER



Lumpkin County, Georgia

Finance

Date: June 18, 2024

Agenda Item: 2024-053 Enotah Public Defender Indigent Defense Contract - City (*Finance Director Abby Branan*)

Item Description: Enotah Public Defender Indigent Defense Contract - City

Facts & Historical Information: The Enotah Circuit Public Defender's Office has been in operation since 2005. This agreement is allowed by law and defines the statutory services, requirements, and responsibilities of the State, City, and the County. The County is agreeing to be the fiscal agent for this contract, which requires billing the City, collecting the funds, and paying associated expenses for supplies and employees.

Potential Courses Of Action:

- A. Approve the contract. This contract does not impact County or Circuit operations. We will bill the City once per year and set the employees in the financial system to be paid quarterly. Approving the contract will allow the City to be invoiced and employees to be paid as they perform the allowable services.
- B. Disapprove the contract. This could have an adverse impact on City/County relations. The County would also lose a small amount of revenue should the contract not be renewed.

Budget Impact: There is no impact to the County's operating budget, or the Circuit budget, for the Public Defender's performance of services for the City of Dahlonega as presented.

Staff Recommendation: Staff recommends approving the contract renewal.



GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2024, among the Circuit Public Defender Office of the Enotah Judicial Circuit (herein referred to as “the Public Defender Office”), the governing authority of Lumpkin County, a body politic and a subdivision of the State of Georgia (herein referred to as “the County”), and the City of Dahlonega, a body politic and a subdivision of the State of Georgia (herein referred to as “the City”). This agreement is effective July 1, 2024.

WITNESSETH:

WHEREAS, the Public Defender Office, the County, and the City enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended, including the provisions quoted below; and

WHEREAS, O.C.G.A. § 17-12-23 (d) provides as follows:

A city or county may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city, county ordinances or state laws. If a city or county does not contract with the circuit public defender office, the city or county shall be subject to all applicable standards adopted by the council for representation of indigent persons in this state; and

WHEREAS, O.C.G.A. § 17-12-30 (c) (7) provides as follows:

The governing authority of any municipality within the judicial circuit may, with the approval of the circuit public defender, supplement the salary or fringe benefits of any state paid position appointed pursuant to this article; and

WHEREAS, O.C.G.A. § 17-12-35 provides as follows:

A circuit public defender office may contract with and may accept funds and grants from any public or private source; and

WHEREAS, O.C.G.A. § 36-32-1 (f) provides as follows:

Any municipal court operating within this state and having jurisdiction over the violation of municipal ordinances and over such other matters as are by specific or general law made subject to the jurisdiction of municipal courts shall not impose any punishment of confinement, probation, or other loss of liberty, or impose any fine, fee, or cost enforceable by confinement, probation, or other loss of liberty, as authorized by general law or municipal or county ordinance, unless the court provides to the accused the right to representation by a lawyer, and provides to those accused who are indigent the right to counsel at no cost to the accused. Such representation shall be subject to all applicable standards adopted by the Georgia Public Defender Council for representation of indigent persons in this state; and

WHEREAS, O.C.G.A. § 36-32-1 (g) provides as follows:

Any municipal court operating within this state that has jurisdiction over the violation of municipal or county ordinances or such other statutes as are by specific or general law made subject to the jurisdiction of municipal courts, and that holds committal hearings in regard to such alleged violations, must provide to the accused the right to representation by a lawyer, and must provide to those accused who are indigent the right to counsel at no cost to the accused. Such representation shall be subject to all applicable standards adopted by the Georgia Public Defender Council for representation of indigent persons in this state.

WHEREAS, O.C.G.A. § 36-2-1 (h) provides as follows:

Any municipality or municipal court may contract with the office of the circuit public defender of the judicial circuit in which such municipality is located as a means of complying with the municipality's or municipal court's legal obligation to provide defense counsel at no cost to indigent persons appearing before the court in relation to violations of municipal ordinances, county ordinances, or state laws.

WHEREAS, the City is a body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, the County is a body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, the Public Defender Office is existing under the laws of the State of Georgia and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases in the courts operated by the City consistent with the standards adopted by the Georgia Public Defender Council. This system and this agreement include the following:

- (1) The provision by the Public Defender Office of services to the courts operated by the City;
- (2) The payment by the City for the services provided by the Public Defender Office; and
- (3) The provision for other matters necessary to carry out this agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10) and other good and valuable consideration, **IT IS AGREED AS FOLLOWS:**

ARTICLE 1

SERVICES AND PERSONNEL

Section 1.01 Services. The Public Defender Office agrees to provide representation to indigent persons who are defendants in courts operated by the City and who are charged with the violation of a state law or municipal or county ordinance for which upon conviction there is a possibility that a sentence of imprisonment, probation, a suspended sentence of imprisonment, or other loss of liberty or any fine, fee, or cost enforceable by confinement, probation, or other loss of liberty may be imposed. The Public Defender Office also agrees to provide

representation to indigent persons in probation revocation hearings in the City Court of Dahlonega and the direct appeal from a decision in cases described above.

Section 1.02 Conflict of Interest Cases. The City agrees to provide legal representation by an attorney who is not an employee of the Public Defender Office in cases described in Section 1.01 in which the Public Defender Office has a conflict of interest.

Section 1.03 Personnel and Payment. The City agrees to pay the Public Defender Office \$10,000 for the services stated in Section 1.01 of this agreement. The County agrees to act as the fiscal agent for the Public Defender Office for this agreement. The City agrees to pay the above stated amount to the County for use by the Public Defender Office. The amount to be paid includes a 7% administrative services fee. Any additional personnel employed by the Public Defender Office pursuant to this agreement are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this agreement may be terminated by the Public Defender Office if the City does not pay for the cost of these personnel in advance in accordance with this agreement.

Section 1.04 Compliance with Standards. The Public Defender Office agrees to provide the representation described in this Article in a professional manner consistent with the standards adopted by the Georgia Public Defender Council. The Public Defender Office specifically agrees to provide services to the City in the courts covered by this agreement in a manner that will comply with the requirements of O.C.G.A. § 36-32-1.

Section 1.05 Overload of cases. In the event the Public Defender Office's caseload reaches a size that prevents the Public Defender Office from providing the representation described in this Article in a professional manner consistent with the standards adopted by the Georgia Public Defender Council, the Public Defender Office may give the City 30 calendar days written notice of its intent to suspend taking new cases pursuant to this Agreement. The provisions of Section 3.07 apply during the period of suspension. The Public Defender Office shall give the City 10 calendar days written notice of its intent to lift the suspension of taking new cases. At any time during the suspension of taking new cases up to and including the 5th calendar day after the City receives notice from the Public Defender Office of its intent to lift the suspension of the Agreement, the City may elect to terminate the Agreement by giving the Public Defender Office written notice of the termination; in which event the this Agreement shall immediately terminate subject to the provisions of Section 3.07.

ARTICLE 2 OPERATING EXPENSES

2.01 Operating Expenses. The City agrees to pay its share of the costs of appropriate office supplies, utilities, telephone expenses, and materials as may be necessary to equip, maintain, and furnish the office or offices of the Circuit Public Defender.

ARTICLE 3 MISCELLANEOUS

Section 3.01 Term. The term of this agreement is 12 months beginning July 1, 2024 and ending June 30, 2025.

Section 3.02 Severability. Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be in full force and effect. Any agreement of the parties to amend, modify,

eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

Section 3.03 Cooperation, dispute resolution and jurisdiction. (a) The Public Defender Office and the City acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.

(b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

(c) This agreement, and the rights and obligations of the Parties, shall be governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The Parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The Parties further acknowledge that the Fulton Superior Court has a Court sponsored Arbitration and Mediation Program in which the Parties agree to fully participate

Section 3.04 Notice. A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

Circuit Public Defender Office of Enotah Judicial Circuit:

Penny Hunter
1536 Highway 129 South
Cleveland, GA 30528

Governing Authority of City of Dahlonega:

City Manager

Street

Dahlonega, GA 30533

Governing Authority of Lumpkin County

Name

Street

_____, GA _____
City Zip code

Georgia Public Defender Council:

Omotayo Alli, Director
270 Washington Street, Suite 6079
Atlanta, GA 30334

Section 3.05 Agreement modification. This agreement, including all Attachments hereto, constitutes the entire agreement among the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 3.04 may agree in writing by an exchange of letters or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the contract. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this Agreement.

Section 3.06 Termination. (a) Due to non-availability of funds. In the event that either of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from the governing authority of the City), is reduced during the term of this agreement, the Public Defender may make financial and other adjustments to this agreement and notify the City accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in State funds is conclusive. The certification of the occurrence of the reduction in city funds by the person designated in Section 3.04 to receive notices for the City is conclusive. The City shall promptly notify the Public Defender Office in writing of the non-existence or insufficiency of funds and the date of termination. The Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 3.07. In lieu of terminating this Agreement, the City and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 3.05.

(b) For cause. This agreement may be terminated for cause, in whole or in part, at any time by either party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" shall mean a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within thirty (30) days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection, the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the City no later than 30 days after the effective date of written notice of termination and the City shall pay the amount due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 3.07. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this contract.

(c) For Convenience. This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

Section 3.07 Cooperation in transition of services. (a) At the beginning of the agreement. The City agrees upon the beginning of this agreement to cooperate as requested by the Public Defender Office to effectuate the smooth and reasonable transition of services for existing clients, if applicable. This includes but is not limited to the payment for the continuation of representation by current counsel where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Public Defender Office of the client records.

(b) During or at the end of the agreement. The Public Defender Office agrees upon suspension, termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the City to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by the Public Defender Office where appropriate or required by law, court rules, or the State Bar of Georgia ethical standards or the facilitation of the transfer to the City of the client records. The City agrees to compensate the Public Defender for all post-suspension, post-termination or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The City shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the suspension, termination or expiration of this agreement.

Section 3.08 Advance of Funds. The parties agree that advances of funds cannot remain outstanding following agreement expiration and will be reclaimed. The parties agree that upon termination of this agreement, for any reason, all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The Parties agree to reconcile expenditures against advances of funds within 30 calendar days of termination of this agreement.

Section 3.09. Time is of the essence

IN WITNESS WHEREOF, the parties have each here unto
affixed their signatures the day and year first written above.

ATTEST:

City of Dahlonega

BY: _____
Signature

Title

ATTEST:

Lumpkin County

BY: _____
Signature

Title

ATTEST:

Circuit Public Defender

BY: _____
Signature
Circuit Public
Defender

ATTEST:

Consented to:

Georgia Public Defender Council

BY: _____
Signature
Director



Lumpkin County, Georgia

Finance

Date: June 18, 2024

Agenda Item: 2024-054 Enotah Public Defender Indigent Defense Contract – Four Counties
(Finance Director Abby Branan)

Item Description: Enotah Public Defender Indigent Defense Contract – Four Counties

Facts & Historical Information:

The Enotah Circuit Public Defender's Office has been in operation since 2005. The Enotah Circuit entered into an agreement with the State to help reduce the liability of counties in the defense of indigent persons with the implementation of this system, with Lumpkin County agreeing to act as the financial administrator for the contract for a small administrative fee. This is an agreement that the Circuit signs annually with the Georgia Public Defender Council. This agreement defines the statutory services, requirements, and responsibilities of the State and the Circuit and has been presented to the Circuit members for consideration.

The spring Enotah Circuit meeting was held on Thursday, May 23 in White County. The FY25 detailed budget proposal from Penny Hunter, Chief Public Defender, is attached. Ms. Hunter was present and requested an overall budget increase of \$25,999. In FY24, the Public Defender budget used \$42,892 from the Public Defender's Fund Balance to balance the FY24 budget.

Georgia Public Defender Council refunded \$81,139 to the four counties in December 2023, which was from vacancies. Fund Balance at 12/31/23 was \$177,931. The four counties recommended using \$68,891 from Fund Balance. There is no increase in the four counties' contributions for FY25.

Since the overall FY25 Public Defender budget increase, it impacted the administration fee paid to Lumpkin County. This will slightly affect contributions from each county. Lumpkin County's contribution will decrease by \$420. The increase to Lumpkin County's administration fee is \$1,238.

Potential Courses Of Action:

- A. Approve the contract as presented. This option will allow the contract to proceed to each circuit member county and will keep this service in place, which saves each county money for the defense of indigent persons. The approval of this agreement also ensures that the circuit receives State assistance in the defense of indigent persons.
- B. Disapprove the contract. This is the least favorable of the options, as it places the County fully responsible for the defense of indigent persons with no assistance from the State. If other Circuit members do not agree

to withdraw from the agreement, the County would still have to participate.

Budget Impact:

There is no negative impact to the County's FY24 and FY25 budgets.

Staff Recommendation:

Staff recommends approving the contract as agreed upon by the member counties.



GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2024, among the Circuit Public Defender Office of the Enotah Judicial Circuit (herein referred to as “**the Public Defender Office**”), the governing authority of Lumpkin County, a body politic and a subdivision of the State of Georgia (herein referred to as “**Lumpkin County**”), the governing authority of Towns County, a body politic and a subdivision of the State of Georgia (herein referred to as “**Towns County**”), and the governing authority of Union County, a body politic and a subdivision of the State of Georgia (herein referred to as “**Union County**”), and the governing authority of White County, a body politic and a subdivision of the State of Georgia (herein referred to as “**White County**”). Lumpkin, Towns, Union, White Counties are herein referred to collectively as “**the Counties**.” This agreement is effective July 1, 2024.

WITNESSETH:

WHEREAS, the Public Defender Office and the Counties enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended,

WHEREAS, the Counties are bodies politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, the Public Defender Office is existing under the laws of the State of Georgia and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by the Georgia Public Defender Council. This system and this agreement include the following:

- (1) The provision by the Public Defender Office of the statutorily required services to the Counties;
- (2) The payment to the Public Defender Office by the counties for additional assistant circuit public defenders and administrative assistants;
- (3) The payment by the Counties of their pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner;
- (4) Travel advances and reimbursement of expenses; and
- (5) The provision for other matters necessary to carry out this agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10) and other good and valuable consideration, **IT IS AGREED AS FOLLOWS:**

ARTICLE 1

STATUTORY PERSONNEL

Section 1.01 Statutory Staffing. The Public Defender Office agrees to provide for the Enotah Judicial Circuit full-time staff for a circuit public defender office or offices consisting of a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and 2 additional persons to perform administrative, clerical or paraprofessional services.

Section 1.02 Statutory Services. The Public Defender Office agrees to provide representation to indigent defendants in the following cases:

- (1) Misdemeanor and felony cases prosecuted in the superior courts of the Counties under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (2) Hearings in the superior courts of the Counties on a revocation of probation;
- (3) Cases prosecuted in the juvenile courts of the Counties in which a child may face a disposition in a delinquency case of confinement, commitment or probation; and
- (4) Direct appeals from a decision in cases described in (1), (2), and (3) above.

Section 1.03 Conflicts. The Public Defender Office agrees to provide for legal representation by an attorney who is not an employee of the Public Defender Office in cases described in Section 1.02 in which the Public Defender Office has a conflict of interest.

ARTICLE 2

ADDITIONAL PERSONNEL AND SERVICES

Section 2.01 Additional personnel and services. The Public Defender Office agrees to provide and the Counties agree to pay for the services and personnel described in Attachment A. The parties agree to the terms in Attachment A. Attachment A is incorporated into this agreement by reference. The amount to be paid includes a 7% administrative services fee. This fee is determined by the total amount for all of the budgeted positions. Upon expiration or termination of the agreement, any unused portion of the administrative services fee may be refunded to the Counties in the discretion of the Georgia Public Defender Council. Any changes to Attachment A shall be made in accordance with Section 5.06 of this agreement. Any additional personnel employed by the Public Defender Office pursuant to this section are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this section may be terminated by the Public Defender Office if the Counties do not pay for the cost of these personnel in advance in accordance with this agreement.

ARTICLE 3

PROVISION BY THE COUNTIES OF THEIR PRO RATA SHARE OF THE COSTS OF APPROPRIATE OFFICES, UTILITIES, TELEPHONE EXPENSES, MATERIALS, AND SUPPLIES AS MAY BE NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICE OR OFFICES OF THE CIRCUIT PUBLIC DEFENDER.

Section 3.01 Office expenses. The Counties agree to pay their pro rata share of the budget provided in Attachment B, which is the budget for appropriate offices, utilities, telephone expenses, materials, and supplies to equip, maintain, and furnish the office or offices of the Public Defender Office. The amount of the County's pro rata share based on population is stated in the budget. The Counties agree to the payment terms. Attachment B is incorporated into this agreement by reference.

ARTICLE 4

TRAVEL AND REIMBURSEMENT OF EXPENSES

Section 4.01 Travel expense reimbursement. The Counties agree to provide travel advances and to reimburse expenses which may be incurred by an employee of the Public Defender Office in the performance of the employee's official duties for the office to the extent the expenses are not reimbursed by the state and **to the extent the expenses are authorized by the county paying the expense.** The Counties shall provide the Public Defender Office with the information concerning the travel advances and expense reimbursements required by the State Auditor.

ARTICLE 5

MISCELLANEOUS

Section 5.01 Term. The term of this agreement is 12 months beginning July 1, 2024 and ending June 30, 2025.

Section 5.02 Maintenance of effort. The Counties agree that they will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of its most recent budgeted level of funding (the current fiscal year or the planned budget for the next fiscal year if that budget has already been developed) for indigent defense and as part of this support each county agrees to provide the space, equipment and operating expenses necessary to effectively operate the circuit public defender office.

Section 5.03 Severability. Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

Section 5.04 Cooperation, dispute resolution and jurisdiction. (a) The Public Defender Office and the Counties collectively and individually acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.

(b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

(c) This agreement, and the rights and obligations of the parties, are governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the

Superior Court of Fulton County, Georgia. The parties further acknowledge that the Fulton Superior Court has a Court sponsored Arbitration and Mediation Program in which the parties agree to fully participate.

Section 5.05 Notice. A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

Circuit Public Defender Office of the Enotah Judicial Circuit:

Penny Hunter
Circuit Public Defender
1536 Highway 129 South
Cleveland, GA 30528

Lumpkin County:

Name

Street
____ GA, _____
City, Zip Code

Towns County:

Name

Street
____ GA, _____
City, Zip Code

Union County:

Name

Street
____ GA, _____
City, Zip Code

White County

Name

Street
____ GA, _____
City, Zip Code

Georgia Public Defender Council:
Omotayo Alli, Director
270 Washington Street, Suite 6079
Atlanta, GA 30334

Section 5.06 Agreement modification. This agreement, including all Attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 5.05 may agree in writing by an exchange of letters or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement. After the agreement has been approved by the Director of the Georgia Public Defender Council, no modifications may be made without prior notice to the Director of the council.

Section 5.07 Termination. (a) **Due to non-availability of funds.** In the event that any of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from a county governing authority) is reduced during the term of this agreement, the Public Defender Office may make financial and other adjustments to this agreement and notify the Counties accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in State funds is conclusive. The certification of the occurrence of the reduction in county funds by the person designated in Section 5.05 for the receipt of notice for each of the Counties of the occurrence of the reduction in county funds is conclusive. The Counties agree to promptly notify the Public Defender Office in writing of the non-existence or insufficiency of funds and the date of termination. The Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 5.08. In lieu of terminating this agreement, the Counties and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 5.06 .

(b) **For cause.** This agreement may be terminated for cause, in whole or in part, at any time by any party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the Counties no later than 30 days after the effective date of written notice of termination and the Counties shall pay the amount due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 5.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.

(c) **For Convenience.** This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

(d) **Post-termination obligations.** After termination of this agreement pursuant to this Section, the Public Defender Office and the Counties agree to comply with the provisions of Section 5.08 (b).

Section 5.08 Cooperation in transition of services. (a) **At the beginning of the agreement.** The Counties agree upon the beginning of this agreement to cooperate as requested by the Public Defender Office to effectuate the smooth and reasonable transition of services for existing clients, if applicable. This includes but is not limited to the payment for the continuation of representation by current counsel where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Public Defender Office of the client records.

(b) **During or at the end of the agreement.** The Public Defender Office agrees upon termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the Counties to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Counties of the client records. The Counties shall compensate the Public Defender for all post-termination or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The Counties shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the termination or expiration of the agreement.

(c) **Statutory responsibility continuation.** The Public Defender Office and the Counties acknowledge that both have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended and that the termination or expiration of this agreement does not relieve either party of their responsibility under the law.

Section 5.09 Advance of Funds. The parties agree that advances of funds cannot remain outstanding following agreement termination or expiration and will be reclaimed. The parties agree that upon termination of this agreement all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement.

Section 5.10 Rollover of Funds. The Counties acknowledge that state agencies have a fiscal year from July 1 to June 30. The Counties agree to authorize the Georgia Public Defender Council to roll over remaining county funds from the end of one fiscal year to the start of the new fiscal year.

Section 5.11 Union County Additional Funds. Union County, with the agreement of Lumpkin, Towns and White Counties, agrees to provide an additional **\$20,000.00**, by payment of such funds to Lumpkin County, as financial administrator, for payment as directed by the Public Defender Office in order to provide additional services required, and requested, by Union County. Additional service shall be provided solely to Union County for the purpose of obtaining, as quickly as reasonably practical, reasonable bonds, primarily in drug arrests, to permit Union County inmates, to obtain release from the Union County Detention Facility. No service provision shall be reduced to any other Enotah Circuit County, however certain of these specific funds may be spent in other Circuit Counties since public defender attorneys in those other counties work/case load is expected to increase as a result of the additional duties performed by public defender attorneys serving Union County, and additional administrative duties will be incurred. Any and all payments from these funds, payable to Enotah Circuit Public Defender employees, shall be paid without withholding of any funds whatsoever, for any purpose whatsoever, including, without limitation, tax withholding and Social Security, and the ultimate recipient of any such funds shall be solely responsible for the payment in full of any all such obligations.

Payment shall be paid directly to:

Lumpkin County Board of Commissioners
Attn: Finance – Abby Branan
99 Courthouse Hill, Suite D
Dahlonega, GA 30533

The Enotah Public Defender Office agrees to use these funds for the purpose of paying the obligations referred to herein.

Section 5.12 Time. Time is of the essence.

IN WITNESS WHEREOF, the parties have each here unto affixed their signatures the day and year first written above.

ATTEST:

Lumpkin County

BY: _____
Signature

Title

ATTEST:

Towns County

BY: _____
Signature

Title

ATTEST:

Union County

BY: _____
Signature

Title

ATTEST:

White County

BY: _____
Signature

Title

ATTEST:

Circuit Public Defender

BY: _____
Signature
Circuit Public
Defender

ATTEST:

Consented to:

Georgia Public Defender Council

BY: _____
Signature
Director

Enotah Judicial Circuit
ATTACHMENT A – Personnel Expenditures
Lumpkin County
July 1, 2024 – June 30, 2025

The County agrees to pay the Public Defender Office **\$478,798.10** in 12 monthly installments of **\$39,899.84**. Installments are due to the Georgia Public Defender Council (GPDC) on the 15th of the preceding month beginning on June 15, 2024. Invoices will be sent to the following address:

Installments will be paid directly to GPDC at the following address:

GPDC
Attn: Jason Ring
270 Washington Street
Suite 6079
Atlanta, GA 30334

The Public Defender Office agrees to use these funds for the purpose of paying the salary and benefits for county funded public defenders and assistants.



Lumpkin County, Georgia

Public Works

Date:	June 18, 2024
Agenda Item:	2024-056 Turf Management Services for the Welcome Sign and Roundabouts Contract Renewal (<i>Director of Operations Ashley Peck</i>)
Item Description:	Renewal of Contract for Turf Management Services for the Welcome Sign and Roundabouts.
Facts & Historical Information:	In 2023 the Board of Commissioners entered into a contract with Integrity Turf to maintain the Hwy 400 Welcome sign and the roundabouts that Lumpkin County is responsible for maintaining. The current agreement is to renew the contract with Integrity Turf for the maintenance of those areas. The only change to the contract is to add the roundabout at Pinetree Way. The cost to maintain the Pinetree Way roundabout is an additional \$4432.00 per year which adds an additional \$369.33 per month. The term of the contract is for 1 year. A description of services for the Pinetree Roundabout are attached.
Potential Courses Of Action:	A. Approve the contract with Integrity Turf for turf management services for the Welcome Sign and Roundabouts. B. Do not approve the contract with Integrity Turf for turf management services for the Welcome Sign and Roundabouts. C. Approve the contract with Integrity Turf, but request modifications to the contract.
Budget Impact:	
Staff Recommendation:	Approve the contract renewal for Turf Management Services for the Welcome Sign and Roundabouts.

**RENEWAL #1 OF CONTRACT FOR TURF MANAGEMENT SERVICES
FOR WELCOME SIGN AND ROUNDABOUTS
PROJECT NUMBER 2024-008**

This agreement is made and entered into as of June 18, 2024, between the **Board of Commissioners of Lumpkin County**, hereinafter referred to as "Lumpkin County" or "County", a political subdivision of the State of Georgia, and **Integrity Turf**, hereinafter referred to as "Contractor".

Whereas, Lumpkin County and Contractor entered into a Contract for Turf Management Services for Welcome Sign and Roundabouts Project #2023-008 on June 20, 2023, for an initial term of July 1, 2023 to June 30, 2024 (the "Contract"); and

Whereas, the Contract provides for up to three (3) annual renewals upon the mutual consent of the parties; and

Now therefore, in consideration of the mutual benefits accruing to each party, Lumpkin County and Contractor agree to renew the Contract upon the following terms and conditions:

1. The Contract is renewed for a term commencing July 1, 2024, and ending June 30, 2025. The Contract shall be eligible for up to two (2) additional annual renewals upon the mutual consent of both parties.

2. Lumpkin County and Contractor has agreed to add turf management services for the Pinetree Roundabout as provided in Table 5 attached hereto.

3. Contractor shall provide turf management services, including all necessary labor, materials and equipment, as set forth in Tables 1, 2, 3, 4 attached the Contract and Table 5 attached hereto and incorporated herein (the 'Work') for the annual amount of \$25,481.00.

Contractor shall invoice the County on a monthly basis in the amount of \$2,123.41. All invoices shall be paid within 30 days.

4. All other terms and conditions of the Contract shall remain the same.

In witness whereof, the parties have executed this First Renewal on the respective dates under each signature.

County:

Contractor:

Lumpkin County:

Integrity Turf

By:

By:

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Matthew Brownell
Title: Sole Proprietor

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

The table below details the cost associated with this service proposal

Table 5

ROUNDAABOUT Pinetree:

Description: Lawn Maintenance Management Program			
ITEM/TASK	EST QTY	DESCRIPTION	
Mowing (Bermuda Turf Type)	35	Mowing of the turf at the proper height.	
Trash and Litter Removal	50	Trash will be picked up, gathered and removed.	
Hardline Edging	16	Grass trimmed/edged off Sidewalks, Curbs, etc. Shrub Bedline, Tree Wells, etc.	
Bedline Edging	16	Grass trimmed/edged around shrub bedline, tree wells, etc. blowing curbs, sidewalks, hardscape areas, etc.	
Blowing	50	Blowing curbs, sidewalks, hardscape areas free of grass clippings, debris, and leaves.	
String Trimming (Weedeating)	35	String trimming grass that mower can't mow.	
Shrub Trimming	16	Trimming shrubs to keep aesthetically pleasing and proper growing height. This includes ground covering plants.	
Tree Pruning	2	Rejuvenation Pruning, winter cutbacks, and tree limb pruning.	
Bed/Crack Weed Control	42	Spraying or hand pulling weeds that have emerged in beds or hardscapes.	
Fall Leaf Removal	7	Blowing/gathering leaves during fall season.	
ANNUAL TOTAL FOR LANDSCAPE SERVICES LISTED ABOVE			\$2,815.00
LEVEL BILLING MONTHLY COST			\$234.58
ADDITIONAL SERVICES			PRICE
Turf Fertilization & Weed Control Program	7	Complete Turf Fertilization and Weed Control Program/ \$81 per app	\$567.00
Damaged/Diseased Tree or Shrub Replacement	?	Replacement of new Trees or Shrubs will be determined per incident along with pricing.	Pending/Priced per request
Mulch in Bed Areas	1	Installation of Mulch in Beds (15 sqyds 2-3 inches)	\$1,050.00
ANNUAL TOTAL FOR LANDSCAPE SERVICES PLUS ADDITIONAL SERVICES (excluding seasonal color)			\$4,432.00
LEVEL BILLING MONTHLY COST FOR LANDSCAPE SERVICES PLUS ADDITIONAL SERVICES (excluding seasonal color)			\$369.33



Lumpkin County, Georgia

Development Authority

Date:

June 18, 2024

Agenda Item:

2024-057 Taxation and Economic Development Abatement for Satellite Industries (*Chamber of Commerce Executive Director Robb Nichols*)

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:

AGREEMENT REGARDING TAXATION AND ECONOMIC DEVELOPMENT GOALS

This **AGREEMENT REGARDING TAXATION AND ECONOMIC DEVELOPMENT GOALS** (this “**Agreement**”) is dated as of June 1, 2024 and is entered into by and among **TH GEORGIA, LLC** (the “**Company**”), the **DEVELOPMENT AUTHORITY OF LUMPKIN COUNTY** (the “**Issuer**”), **LUMPKIN COUNTY, GEORGIA** (the “**County**”), the **LUMPKIN COUNTY SCHOOL DISTRICT** (the “**School District**”), the **LUMPKIN COUNTY BOARD OF TAX ASSESSORS** (the “**Tax Assessor**”) and the **LUMPKIN COUNTY TAX COMMISSIONER** (the “**Tax Commissioner**”) (each a “**Party**” and collectively, the “**Parties**”).

W I T N E S S E T H:

WHEREAS, the Issuer has been informed by officials of the Company that the Company will invest approximately \$23,705,340 (the “**Facility Capital Investment Goal**”) to acquire and construct an +/- 172,500 square foot Class A, Concrete Hard-Wall Light Manufacturing/Distribution facility (the “**Facility**”) that will be located on an approximately 26-acre site on Fannie Russell Road in Dahlonega, Georgia and more particularly described on Exhibit A; and

WHEREAS, the Issuer has been further informed by officials of the Company that the Company will purchase approximately \$7,000,000 of personal property (the “**Equipment Capital Investment Goal**”, and together with the Facility Capital Investment Goal, the “**Capital Investment Goal**”) to be used at the Facility (the “**Equipment**”); and

WHEREAS, the Issuer has been further informed by officials of the Company that the acquisition of and construction of the Facility and the acquisition of the Equipment will create 80 new full-time jobs in the County over a three-year period as further described herein (the “**Jobs Goal**” and together with the Capital Investment Goal, the “**Economic Development Goals**”); and

WHEREAS, the Company has requested that the Issuer (a) issue a taxable revenue bond or bonds in a principal amount not to exceed \$25,000,000 (the “**Bond**”) to (i) finance the acquisition and construction of the Facility and (ii) accomplish an ad valorem property tax abatement for the Facility and (b) lease the Facility to the Company (the “**Lease**”); and

WHEREAS, the Company will finance the Equipment with cash on hand, a bank loan or loans and equity and the Equipment will not be subject to an ad valorem property tax abatement; and

WHEREAS, property owned by the Issuer is exempt from ad valorem taxation; and

WHEREAS, the Parties intent is for the Lease to be structured as a usufruct; therefore, the Company will not have a taxable interest in the Facility; and

WHEREAS, because property owned by the Issuer is exempt from ad valorem taxation and because the Company will not have a taxable interest in the Facility, it is necessary for the Company to make payments in lieu of taxes (“PILOT Payments”) during the term of the Lease.

NOW THEREFORE, in consideration of the forgoing, the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Bond Issue and Proposed Transaction. The acquisition and construction of the Facility will be financed with the proceeds of the Bond. The Bond will be issued by the Issuer pursuant to a Trust Indenture (the “Indenture”) between the Issuer and a corporate trustee (the “Trustee”). The Bond will be a limited obligation of the Issuer secured by a lien on the Lease and the Lease Payments (hereinafter defined). As additional security for the Bond, (a) the Issuer and/or the Company will execute a deed to secure debt and security agreement (the “Security Deed”) in favor of the Trustee and (b) Satellite Industries, Inc. (the parent of the Company) will execute a guaranty agreement (the “Guaranty”) in favor of the Trustee. The Bond will be sold to Wells Fargo Bank, N.A. (the “Bank”) for its own account. The Bank will execute a “lender/purchaser letter.” Interest on the Bond will not be exempt from federal income taxation. The particular terms of the Bond will be set forth in the Indenture.

The Company will convey the Facility to the Issuer prior to the issuance of the Bond by limited warranty deed and lease it back from the Issuer pursuant to the Lease. Under the terms of the Lease, the Company will agree to pay the Issuer amounts sufficient to enable the Issuer to pay the principal of and interest on the Bond as the same become due (the “Lease Payments”). The term of the Lease will correspond with the maturity of the Bond, which is currently expected to be thirty (30) years.

In the event the Bank does not buy the Bond, and the Company finances the acquisition of the Facility with cash on hand, a bank loan or loans and equity, the Bond will be purchased by the Company in a phantom bond transaction.

2. Lease Structure; Taxability. The Lease will be structured as a usufruct so that the Company only has a possessory interest in the Facility, not a taxable interest. Thus, while the Lease is in effect, the Company will not be required to pay any ad valorem property taxes on its possessory interest in the Facility. However, to prevent the taxing authorities from being deprived of revenues relating to the Facility, the Company will make the PILOT Payments as provided in Section 3. To overcome the presumption that a lease with a term of more than five years creates an estate for years and not a usufruct, the Lease must state that the lessor and the lessee intend for the Lease to be a usufruct, and the Lease must substantially restrict the Company’s use of the Facility. These use restrictions will include, among others, the following:

- Limitation on the Use of the Facility. The Facility may only be used as a manufacturing/distribution facility unless the Issuer consents to another use in writing.
- Approval of Plans and Specifications. The Issuer must approve the plans and specifications and all material changes thereto.

- Approval of Facility Improvements. The Issuer must approve all material improvements to the Facility.
- Inspection. The Issuer will have the right to inspect the Facility to ensure compliance with the Lease terms.
- Interest Not Freely Assignable. The Company may not assign its interest in the Lease or the Facility without the written consent of the Issuer.
- Creation of Liens. The Company may not create a lien on its interest in the Lease or the Facility without the written consent of the Issuer.
- Transfers of Equity, Mergers, Consolidation or Sale of Assets. The Company will not (without the written consent of the Issuer) have the right to (a) transfer a majority (whether through one conveyance or a series of conveyances) of its equity interest to an entity that is not an affiliate, (b) merge or consolidate with another entity unless the Company is the surviving entity or (c) sell all or substantially all of the assets of the Company.
- Subleases. The Company will not sublease all or any portion of the Facility without the written consent of the Issuer.

In all cases, the Issuer's consent will not be unreasonably withheld.

The Company acknowledges and agrees that all real and personal property (including the Equipment) owned by the Company and located in the County not titled in the name of the Issuer will be fully taxed.

3. PILOT Payments. Beginning the first calendar year after which the Issuer takes title to the Facility and each year thereafter that the Issuer holds title to the Facility, the Company shall make PILOT Payments. For purposes of this Agreement, "Year 1" shall be the calendar year following the calendar year in which the Facility is substantially complete, and the Company receives a certificate of occupancy. Prior to Year 1, the Company shall make a PILOT Payment equal to the normal ad valorem taxes that the Company would have paid had it owned the Facility in its own name. Commencing with Year 1 and the nine (9) years thereafter (the "Savings Incentive Term"), the Company shall pay (a) \$296.25 in each year of the Savings Incentive Term as a payment in lieu of taxes in order to reflect the \$12,595 taxable value of the real property prior to the Company constructing the Facility (the "Existing Value PILOT Payment") and (b) the Company shall make a PILOT Payment equal to 35% of the normal ad valorem taxes that the Company would have paid had it owned the Facility in its own name less the Existing Value PILOT Payment. For example, during the Savings Incentive Term, if the Company would have been required to pay \$250,296.25 of ad valorem taxes (including the Existing Value PILOT Payment) had it owned the Facility in its own name, the Company would be required to make a PILOT Payment equal to \$87,500 (35% x (\$250,296.25-\$296.25)).

Upon the expiration of the Savings Incentive Term, the Company shall make a PILOT Payment equal to the amount of ad valorem taxes that the Company would have paid had the

Company owned the Facility in its own name. For example, if the Company would have been required to pay \$250,296.25 of ad valorem taxes had it owned the Facility in its own name, the Company would be required to make a PILOT Payment equal to \$250,296.25.

The Tax Commissioner will send the bills for PILOT Payments and the Existing Value PILOT Payment to the Company when the normal tax bills are sent. The Company shall pay PILOT Payments and the Existing Value PILOT Payment on or before the day when normal ad valorem tax payments are due. Should the Company fail to timely pay a PILOT Payment or Existing Value PILOT Payment, the Company shall pay interest and penalties on such late payment. Interest and penalties shall be calculated in the same manner as they are calculated for late ad valorem taxes. The Tax Commissioner shall disburse the PILOT Payments in accordance with this Agreement.

4. Distribution of PILOT Payments and Existing Value PILOT Payment. Prior to Year 1, the PILOT Payments shall be paid to the Tax Commissioner and distributed by the Tax Commissioner to each taxing entity based upon the then applicable millage rates. During the Savings Incentive Term, the Existing Value PILOT Payment shall be paid to the Tax Commissioner and distributed to each taxing entity based upon the then applicable millage rates and the PILOT Payments shall be paid to the Tax Commissioner and distributed by the Tax Commissioner to the Issuer. Upon the expiration of the Savings Incentive Term, the PILOT Payments shall be paid to the Tax Commissioner and distributed to each taxing entity based upon the then applicable millage rates.

5. Jobs Goal. For purposes of meeting the Jobs Goal, the Parties acknowledge and agree that the number of new full-time jobs to be created and maintained by the Company shall be determined for each year of the Savings Incentive Term as follows:

Year	Jobs Created or Maintained (Cumulative)
1	20
2	50
3	80
4	80
5	80
6	80
7	80
8	80
9	80
10	80

The number of “new full-time jobs” shall be determined from time to time in accordance with the rules set forth on Exhibit B.

6. Capital Investment Goal. For purposes of meeting the Capital Investment Goal, the Parties acknowledge and agree that the amount of capital investment by the Company shall be determined for each year of the Savings Incentive Term as follows:

Year	Investment (Cumulative)
1	\$30,705,340
2	\$30,705,340
3	\$30,705,340
4	\$30,705,340
5	\$30,705,340
6	\$30,705,340
7	\$30,705,340
8	\$30,705,340
9	\$30,705,340
10	\$30,705,340

The amount of “capital investment” shall be determined from time to time in accordance with the rules set forth on Exhibit C.

7. Annual Report. On or before April 1 following each year of the Savings Incentive Term (the “Performance Period”), the Company shall provide the Issuer and the Tax Commissioner an “Annual Report” for the preceding calendar year which shall include a “Jobs Report” and an “Investment Report.” The Annual Report and each Jobs Report and Investment Report contained therein shall be in substantially the form set forth as Exhibit D.

8. Shortfall Percentages; Recovery Payments. If, for any year in the Performance Period, the number of new full-time jobs created and maintained by the Company at the Facility is less than the Jobs Goal for the applicable year, the actual number of full-time jobs shall be subtracted from the Jobs Goal to obtain the “Jobs Shortfall.” The number of jobs constituting the Jobs Shortfall shall be divided by the Jobs Goal and converted to a percentage to determine the “Jobs Shortfall Percentage.” For example, if the Company has created and maintained 45 new full-time jobs on or before December 31 of year 2 of the Savings Incentive Term, as shown in Section 5, the Jobs Shortfall Percentage would be 10% $((50-45)/50)$.

If, for any year in the Performance Period, the cumulative amount of capital investment by the Company is less than the Capital Investment Goal, the actual amount of such investment shall be subtracted from the Capital Investment Goal to obtain the “Investment Shortfall.” The amount of investment constituting the Investment Shortfall shall be divided by the Capital Investment Goal and converted to a percentage to determine the “Investment Shortfall Percentage.” For example, if the Company invested (cumulatively) \$27,000,000 in the Facility and the Equipment on or before December 31 of a year in the Performance Period, the Investment Shortfall Percentage would be 12% $((\$30,705,340-\$27,000,000)/\$30,705,340)$.

The Annual Report shall calculate any shortfall percentage. If an Annual Report shows that, for the immediately preceding calendar year, there is a Jobs Shortfall Percentage or an

Investment Shortfall Percentage, then, the Company, in such Annual Report, shall calculate the amount of the “Recovery Payment” and shall pay the same. If the Jobs Shortfall Percentage AND the Investment Shortfall Percentage is each 20% or less, there shall be no Recovery Payment due. If the Jobs Shortfall Percentage OR the Investment Shortfall Percentage is more than 20% but less than 50%, then the Recovery Payment shall be equal to the greater of the two Shortfall Percentages multiplied by the ad valorem tax savings for the year in question. When determining the ad valorem tax savings, the PILOT Payment and the Existing Value PILOT Payment shall be taken into account. For example, if the Jobs Shortfall Percentage was 25% and the Investment Shortfall Percentage was 30%, the PILOT Payment was \$105,000 (35% of normal taxes), the Existing Value PILOT Payment was \$296.25 and the normal taxes on the Facility would have been \$300,296.25 had the Company owned the Facility in fee simple, the ad valorem tax savings would be \$195,000 (\$300,296.25-\$105,000-\$296.25) and the Recovery Payment would be \$58,500 (\$195,000 x 30%). In the event the Jobs Shortfall Percentage or the Investment Shortfall Percentage is 50% or more, the Recovery Payment shall be equal to the entire ad valorem tax savings. For example, if the Jobs Shortfall Percentage was 55% and the Investment Shortfall Percentage was 30%, the PILOT Payment was \$105,000 (35% of normal taxes) and the normal taxes on the Facility would have been \$300,296.25 had the Company owned the Facility in fee simple, the ad valorem tax savings would be \$195,000 (\$300,296.25-\$105,000-\$296.25) and the Recovery Payment would be \$195,000.

The Company shall pay the Recovery Payment to the Tax Commissioner on or before June 1. The Recovery Payment shall be distributed by the Tax Commissioner to the taxing entities based upon the applicable millage rates from the prior year. Should the Company fail to timely pay a Recovery Payment, the Company shall pay interest and penalties on such late payment. Interest and penalties shall be calculated in the same manner as they are calculated for late ad valorem taxes.

9. Construction of the Facility. The Company will be responsible for the construction of the Facility. Without limiting the foregoing, the Company will select the contractor (“Contractor”) for such construction and enter into an agreement with the Contractor. The Facility shall be constructed in accordance with all applicable laws, including zoning laws, building codes, and environmental laws. All general liability insurance policies maintained by the Company or the Contractor during construction shall name the Issuer as an additional insured.

10. Indemnity by the Company. The Company shall indemnify, hold harmless and defend the Issuer, the County, the School District, the Tax Assessor, the Tax Commissioner and their members, officers, employees and representatives (collectively, the “Indemnified Parties”) from and against any and all loss, liabilities and claims that may arise out of or relate to: (a) any act or omission by or attributable to the Company or the Contractor (including, without limitation, the acts or omissions of their respective vendors, contractors or subcontractors, agents, employees or representatives) related to the Facility, (b) the operation of the Facility, (c) any hazardous substances located at the Facility, (d) title to, or boundaries of, the real property associated with the Facility or (e) this Agreement, including the Bond or the issuance thereof, but excluding losses, liabilities, and claims resulting from the negligence or willful misconduct of any Indemnified Party. The foregoing notwithstanding, if a court of competent jurisdiction determines that any of the provisions of this Section 10 violate O.C.G.A. § 13-8-2, the indemnity

contained in this Section 10 shall not extend to any indemnification which is prohibited by O.C.G.A. § 13-8-2. The indemnity contained herein shall survive the expiration or earlier termination of this Agreement. A similar indemnity shall also be included in the Lease.

11. Roles of Counsel. By agreement of the Parties, the law firm of Murray Barnes Finister LLP shall serve as Issuer Bond Counsel, the Law Office of Joy L. Edelberg, P.C. shall serve as Issuer General Counsel, the law firm of Kutak Rock LLP shall serve as Bank Counsel, and the law firm of Arnall Golden Gregory LLP shall serve as Company Counsel. Each counsel shall provide a normal and customary legal opinion with respect to its client and the Definitive Documents (hereinafter defined).

12. Definitive Documents. The term “Definitive Documents” means and includes the Indenture, the Bond, the Lease, the Security Deed, the Guaranty and any other related documents necessary to implement the transaction described herein. The Definitive Documents shall be prepared by Issuer Bond Counsel or Bank Counsel and shall be subject to the approval of the Issuer, the Company, the Bank and their legal counsel. The Parties agree to negotiate in good faith to establish the terms and conditions to be included in the Definitive Documents.

13. Transaction Costs. The Company shall be responsible for all transaction costs related to the issuance of the Bond and all other matters related thereto. Such transaction costs include, without limitation, the following: (a) the Issuer’s one-time fee equal to 1/8th of 1% of the principal amount of the Bond, (b) the Issuer Bond Counsel’s fee, (c) the Issuer General Counsel’s fee, (d) the Company Counsel’s fee, (e) the Bank Counsel’s fee and (f) the reasonable out-of-pocket expenses of the Issuer’s Bond Counsel, the Issuer’s General Counsel, the Bank’s Counsel, and the Company’s Counsel and (g) the court costs relating to the validation of the Bond and recording and filing fees.

14. Miscellaneous.

(a). Third-Party Beneficiaries. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their successors and assigns. No other person may rely upon this Agreement.

(b). Assignment. The Company may not assign its rights in or obligations under this Agreement without the written consent of the Issuer in each instance.

(c). Time is of the Essence. Time is of the essence with respect to this Agreement.

(d). Amendments. No amendment to this Agreement shall be effective unless made in writing and executed by the Parties.

(e). Entire Agreement and Conflict. This Agreement constitutes the entire Agreement among the Parties with respect to the matters contained herein and supersedes all other agreements whether oral or in writing. To the extent that the terms of the Lease conflict with the terms of this Agreement, the terms of this Agreement shall control.

(f). Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original.

(g). Facsimiles and PDF's. In the event that any signature is delivered by facsimile or by e-mail delivery of a portable document format data file ("pdf"), such signature shall create a valid and binding obligation of the party on whose behalf such signature is executed with the same force and effect as if such facsimile or pdf signature was an original.

(h). Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

TH GEORGIA, LLC

By: _____
Title:

DEVELOPMENT AUTHORITY OF LUMPKIN
COUNTY

By: _____
Chairman

LUMPKIN COUNTY, GEORGIA

By: _____
Chairman

LUMPKIN COUNTY SCHOOL DISTRICT

By: _____
Chairman

LUMPKIN COUNTY BOARD OF TAX ASSESSORS

By: _____
Chairman

LUMPKIN COUNTY TAX COMMISSIONER

By:_____

Exhibit A

Facility Description

Construction of +/- 172,500 Class A, Concrete Hard-Wall Light Manufacturing & distribution facility and associated outdoor parking/storage. Improvements to Fannie Russell Rd. and extension of required utilities to site.

Satellite Industries is the World's leading supplier to the Portable Sanitation Industry. This location will be utilized for the manufacturing, assembly, and distribution of items for the portable sanitation industry.

Exhibit B

Rules for Satisfying the Jobs Goal

1. For purposes of this Agreement, the number of net, new “full-time jobs” shall be defined and determined, from time to time, as provided follows:
 - a) Only direct employees of the Company shall be counted.
 - b) In determining the number of full time jobs a portion of the definition of “full-time job” from the job tax credit regulations of the Georgia Department of Community Affairs, which portion is set forth below, shall be used, but shall be modified as follows: “In no event shall any temporary employee or leased employee be counted as occupying a full-time job, regardless of whether or not such person is employed by the Company or any other person or entity.”
 - c) Subject to the modification in (b) above, “**full-time job**” means the following: “a job with no predetermined end date (other than a retirement date), with a regular work week of 35 hours or more on average for the entire normal year of local Company operations, and with benefits provided to other regular employees of the local Company, but does not mean a job classified for federal tax purposes as an independent contractor.”
2. The number of full-time jobs shall be calculated as provided below.
 - a) The number of jobs shall be determined based on the monthly average number of full-time employees subject to Georgia income tax withholding for the taxable year.
 - b) The monthly average number of full-time employees in a taxable year shall be determined by the following method:
 - (i) for each month of the taxable year, count the total number of full-time employees of the business enterprise that are subject to Georgia income tax withholding as of the last payroll period of the month or as of the payroll period during each month used for the purpose of reports to the Georgia Department of Labor;
 - (ii) add the monthly totals of full-time employees; and
 - (iii) divide the result by the number of months the business enterprise was in operation during the taxable year. Transferred jobs, except for jobs transferred to the Project from outside the State of Georgia, and replacement jobs may not be included in the monthly totals.

Exhibit C

Rules for Satisfying the Capital Investment Goals

1. Only capital investments in the Facility and the Equipment by the Company shall be counted.
2. Original cost, without regard to depreciation, shall be used in calculating whether the Investment Goal is met.

Exhibit D

FORM OF ANNUAL REPORT

Development Authority of Lumpkin County
Dahlonega, Georgia

[DATE]

Lumpkin County Tax Commissioner
Dahlonega, Georgia

Re: Annual Report Required by the Agreement Regarding Taxation, dated as of June 1, 2024 (the “Agreement”), by and among TH GEORGIA, LLC (the “Company”), the DEVELOPMENT AUTHORITY OF LUMPKIN COUNTY (the “Issuer”), LUMPKIN COUNTY, GEORGIA, the LUMPKIN COUNTY SCHOOL DISTRICT, the LUMPKIN COUNTY BOARD OF TAX ASSESSORS and the LUMPKIN COUNTY TAX COMMISSIONER

To the Addressees:

This shall serve as the 20__ Annual Report required under the Agreement. Capitalized terms used, but not defined herein, shall have the meanings ascribed to them in the Agreement.

1. Jobs Report

For the year, the total number of full-time jobs located at the Facility was _____. We have enclosed _____, as evidence of such job creation and maintenance.

The Jobs Goal for the 20__ Annual Report was _____ jobs.

The Jobs Shortfall was ____ jobs (Jobs Goal – Actual Jobs).

The Jobs Shortfall Percentage was ____% (Jobs Shortfall ÷ Jobs Goal).

2. Investment Report.

As of December 31, 20____, the Company has invested \$_____ in the Facility and the Equipment.

The Capital Investment Goal was \$_____.

The Investment Shortall was \$_____ (Capital Investment Goal – Actual Investment).

The Investment Shortfall Percentage was ____% (Investment Shortfall ÷ Capital Investment Goal).

3. Recovery Payments.

[There is no Recovery Payment owed because the Jobs Shortfall Percentage and the Investment Shortfall Percentage were each 20% or less.]

or

[Either the Jobs Shortfall Percentage or the Investment Shortfall Percentage was more than 20%; therefore, a Recovery Payment is owed. The Recovery Payment is \$_____. The calculation of the Recovery Payment is set forth below:]¹

Sincerely

TH GEORGIA, LLC

Authorized Company Representative

¹ The Recovery Payment is equal to the greater of the two Shortfall Percentages times the ad valorem tax savings from the preceding year. The PILOT Payment should be subtracted from the Normal Taxes to determine the ad valorem tax savings per the Agreement. In the event the greater of the two Shortfall Percentages is 50% or more the Recovery Payment is equal to the ad valorem tax savings per the Agreement.



Lumpkin County, Georgia

Finance

Date: June 18, 2024

Agenda Item: Georgia Power 2023-2025 Commercial Energy Efficiency Program Agreement

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



Lumpkin County, Georgia

Planning

Date:	June 18, 2024
Agenda Item:	Job Description - GIS Administrator - Planner 1 (<i>Assistant County Manager Rebecca Mincey</i>)
Item Description:	Staff has reviewed and amended the current GIS Administrator job description to also include key planning activities. The new job description is titled, GIS Administrator - Planner 1. The grade for the position of GIS Administrator - Planner 1 is 113 with a minimum salary of \$48,512 and a maximum salary of \$80,045.
Facts & Historical Information:	
Potential Courses Of Action:	A. Approve the proposed job description B. Direct staff to develop a job description for the Planner 1 position C. Take no action
Budget Impact:	None. This adjustment will be split between the existing GIS Department & Planning Department salary & benefits approved budget. Additionally, the previously approved Deputy Planning Director position is recommended to be frozen.
Staff Recommendation:	A. Approve the proposed job description



Position Description

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

GIS Administrator - Planner 1

Department: Planning

Pay Grade: 113

FLSA Status: Exempt

JOB SUMMARY

The Planning Department is responsible for long-range planning, code enforcement, land use and land development administration, and GIS mapping.

The purpose of the GIS Administrator – Planner 1 position is to research and prepare information related to planning functions within the Planning Department. The position requires the ability to work as a team and to work independently on assigned projects.

Duties and responsibilities include, but are not limited to, reviewing site development plans, reviewing subdivision plats, administering land use inquiries, assisting, and directing developers and individuals. This position also manages all spatial data and mapping for the county and City of Dahlonega.

ESSENTIAL JOB FUNCTIONS:

- Serve as technical advisor for the Planning Department
- Provide staff support to the Planning Commission
- Greet and assist customers entering the office and over the phone
- Assist Planning Clerk & Planning Administrator in issuing permits and licenses to include, but not limited to, land use, building, land disturbance, business, short term rental; as well as scheduling necessary inspections
- Assist Director with processing and reviewing Planning Commission applications to include, but not limited to, subdivisions, variances, conditional land uses, special land uses
- Assist Director with preparing agendas, public notices, and meeting materials for Planning Commission meetings and Plan Review Committee meetings
- Attends evening and weekend meetings as needed including Planning Commission and Board of Commissioners
- Assist the Director with special projects and analyses as requested
- Notify local Postmasters and utility providers of address changes and additions
- Provide assistance and information to emergency service agencies regarding the use of county maps
- Maintain the address, subdivision, roads, hydrography, land use, elevation, soils, aerial photography databases and other GIS layers
- Provide technical expertise and user training and support for countywide GIS5

GIS Administrator – Planner 1

- Develop procedures to implement management of official maps and GIS layers in relation to the Planning department and other departments
- Oversee GIS applications development, contract development, or software acquisition
- Create topology maps for surveyors, engineers and real estate agents
- Assist public with county flood regulations
- Attend professional development workshops and conferences
- Perform other duties as assigned

MINIMUM REQUIREMENTS TO PERFORM WORK:

Education and Experience:

- Bachelor's Degree
- Minimum three years of related experience
- Or, an equivalent combination of education and experience sufficient to competently perform the essential duties of the position
- Membership in American Planning Association
- Membership in GIS Certification Institute (GISCI)
- Completion Planning & Zoning 101 The Basics and Planning and Zoning 102: Civic Engagement

Preferred Qualifications:

- 4-6 years of experience in planning and zoning, GIS, and government relations.
- Certified Level II Introduction to Design through Georgia Soil & Water Conservation Commission
- Certified Level II Plan Reviewer through Georgia Soil & Water Conservation Commission
- Completion Planning and Zoning 104: Zoning Reform and Revision
- Interest in working towards American Institute of Certified Planners certification through American Planning Association
- Interest in working towards GISP Certification through GIS Certification Institute (GISCI)

Knowledge, Skills and Abilities:

- Knowledge of Lumpkin County land use and development code
- Maintain professional objectivity and emotional composure while using independent judgement in carrying out the duties of the position
- Maintain efficient and complete routine records.
- Comprehend and carry out County and department policies.
- Operate County vehicles and maintain a clean and tidy work space in the office and in the field.
- Skill in reading and interpreting maps, plans, and drawings
- Skill in preparing and delivering public presentations
- Strong interpersonal relations
- Highly organized and able to manage multiple projects at one time
- Knowledge of departmental policies and practices
- Operate a variety of standard office equipment, including a computer, telephone, and copier, as well as expertise in iWorq permitting system, Bluebeam Studio, CAD, website management systems, ArcGIS, ArcReader, GPS, Microsoft office, Plotters and printers

PHYSICAL DEMANDS:

Work is light and requires exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force to move objects. Work also requires fingering, hearing, mental acuity, speaking, and talking.

WORK ENVIRONMENT:

Work is typically performed in a relatively safe, secure, and stable work environment.

Lumpkin County has the right to revise this position description at any time, and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date



Lumpkin County, Georgia

Planning

Date:	June 18, 2024
Agenda Item:	Job Description - Code & Environmental Enforcement Officer – Senior Building Inspector (<i>Assistant County Manager Rebecca Mincey</i>)
Item Description:	Staff has reviewed and amended the current Environmental Coordinator job description to better align with existing responsibilities. The new job description is titled, Code & Environmental Enforcement Officer – Senior Building Inspector. The grade for the position of the Code & Environmental Enforcement Officer – Senior Building Inspector is 111 with a minimum salary of \$43,094 and a maximum salary of \$68,950.
Facts & Historical Information:	
Potential Courses Of Action:	A. Approve the proposed job description B. Direct staff to develop a different job description for the current Environmental Coordinator position C. Take no action
Budget Impact:	None. This adjustment is covered within the existing Planning Department salary & benefits approved budget. Additionally, the previously approved Deputy Planning Director position is recommended to be frozen.
Staff Recommendation:	A. Approve the proposed job description



Position Description

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

Code & Environmental Enforcement Officer – Senior Building Inspector

Department: Planning
Pay Grade: 111
FLSA Status: Non exempt

JOB SUMMARY

The Code Enforcement Officer - Senior Building Inspector's primary role is to act as the County's lead code enforcement officer safeguarding life or limb, health, property and public welfare through administration of local regulations related to safety and performance of the County's built environment.

The Senior Building Inspector reports to the Planning Director.

ESSENTIAL JOB FUNCTIONS:

- Leads and instructs the department's Building Inspector on code and environmental compliance, and building inspections as required.
- Administers and enforces the current State Minimum Standard Codes for construction, land use and development ordinances, development regulations and all other codes adopted by the County that relate to building construction, maintenance or demolition.
- Responds to and investigates complaints regarding violations of County ordinances, stormwater runoff, erosion; issues notices of violations stipulating necessary changes for ordinance compliance; takes appropriate action to ensure compliance.
- Prepares reports and recommendations on code enforcement matters and gains voluntary compliance.
- Coordinates actions with other departments, programs, jurisdictions or regulatory agencies.
- Prepares case information and presents evidence at appeal hearings and other legal proceedings.
- Maintains records of applications, inspections, investigations, violations, hearings and related data.
- Examines permit applications such as erosion & sedimentation control plans, building plans, and construction documents for compliance with the Codes and approval for permitting.
- Inspects premises associated with construction projects to ensure compliance with the Codes.
- Interacts with public, property owners, residents, tenants, contractors, engineers, and developers in a calm, professional and courteous manner providing information and assistance with regard to interpretation, implementation, and enforcement of the Codes.
- Provides analysis and professional recommendations pertaining to unsafe or unsanitary property.

Code & Environmental Enforcement Officer – Senior Building Inspector

- Performs technical assignments to support department functions; prepares and reviews technical reports for compliance.
- Upholds applicable ordinances, regulations, and policies of the Lumpkin County Code of Ordinances.
- Performs other duties as assigned.

MINIMUM REQUIREMENTS TO PERFORM WORK:

Education and Experience:

- High School diploma or equivalent
- Three (3) year of related work experience
- Or equivalent education, and/or experience

Licenses and Certifications:

- Possess and maintain a valid Georgia driver's license
- Membership with Georgia Association of Code Enforcement (GACE) obtained within the first year of employment

Preferred Qualifications:

- 5-8 years of experience in code enforcement, planning and zoning, or government relations
- Certified Level II Introduction to Design through Georgia Soil & Water Conservation Commission
- Certified Level II Plan Reviewer through Georgia Soil & Water Conservation Commission
- International Code Council (ICC) Residential Combination Inspector
- ICC Commercial Combination Inspector
- ICC Building Plans Examine
- Certified through Georgia Association of Code Enforcement (Level I, Level II, and ultimately Level III)

Knowledge, Skills and Abilities:

- Ability to work under minimal supervision.
- Respond to public inquiries regarding permits and/or licenses, explaining county code requirements and procedures.
- Communicate verbally and in written form in a pleasant, confident and courteous manner.
- Establish and foster collaborative working relationships with others.
- Work independently or in a team environment while handling multiple priorities, organizing workload and meeting strict deadlines to achieve common goals.
- Possess advanced working knowledge of the Codes as well as generally accepted engineering, construction and building practices in order to apply the applicable standards to a variety of situations often under adverse conditions.
- Understand and have internalized most construction means and methods typical of the general building construction industry.
- Maintain professional objectivity and emotional composure while using independent judgement in carrying out the duties of the position.
- Comprehend and carry out County and department policies.
- Operate County vehicles and maintain a clean and tidy work space in the office and in the field.
- Operate a variety of standard office equipment, including a computer, telephone, and copier, as well as expertise in iWorq permitting system and Bluebeam Studio.

Code & Environmental Enforcement Officer – Senior Building Inspector

PHYSICAL DEMANDS:

Work is light and requires exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force to move objects. Work also requires balancing, climbing, crawling, crouching, fingering, hearing, mental acuity, speaking, talking, visual acuity, and walking.

WORK ENVIRONMENT:

Work is typically performed in a safe and secure work environment that may periodically have unpredicted requirements or demands.

Lumpkin County has the right to revise this position description at any time, and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date



Lumpkin County, Georgia

Board of Commissioners

Date: June 18, 2024

Agenda Item: Freeze Deputy Planning Director Position

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



Lumpkin County, Georgia

Human Resources

Date:	June 18, 2024
Agenda Item:	Request to Approve 2024-2025 COBRA Health Insurance Rates (<i>Community & Employee Services Director Alicia Davis</i>)
Item Description:	2024-2025 COBRA Rates
Facts & Historical Information:	Under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), employees and their families who lose their health benefits have the right to choose to continue group health benefits for limited periods of time under certain circumstances such as voluntary or involuntary job loss, death, divorce, and other life events. Qualified individuals may be required to pay the entire premium for coverage up the 102% (+2% for administrative fees) of the cost of the plan. The 2024-2025 COBRA costs were not determined until after the Board approved the county's healthcare insurance renewal. These rates are the exact same amount as they were for the 2023-2024 plan year, but must be voted on separately since they were not included in the health insurance renewal package.
Potential Courses Of Action:	A. Approve the COBRA rates as presented. B. Choose to offer lower COBRA rates of amounts selected by the Board.
Budget Impact:	Unless the Board chooses to offer lower COBRA rates to terminated employees, this should be budget neutral since the former employee or their dependent pays the full cost.
Staff Recommendation:	Approve COBRA rates as presented.

Lumpkin County Board of Commissioners
2024 COBRA Rates
Effective 7/1/2024

Medical / Rx	Base Plan	Buy Up Plan
Employee	\$1,150.60	\$1,279.62
Employee / Child(ren)	\$2,059.60	\$2,290.52
Employee / Spouse	\$2,301.18	\$2,559.22
Family	\$3,417.24	\$3,800.45

Dental	Lincoln Financial
Employee	\$28.88
Employee / Child(ren)	\$77.45
Employee / Spouse	\$57.91
Family	\$106.67

Vision	VSP
Employee	\$7.33
Employee / Child(ren)	\$13.92
Employee / Spouse	\$12.82
Family	\$21.26

*Please note these do include the 2% admin fee.

Healthgram is providing COBRA "equivalent" rates at the tier level for illustration purposes only. It is the Plan Sponsor's responsibility to decide whether to use the illustrative composite rates, tier level rates, or some other method consistent with its legal and fiduciary obligations to establish COBRA premiums as well as employee contribution levels.

Signature / Date



Lumpkin County, Georgia

Finance

Date: June 18, 2024

Agenda Item: Enotah Circuit – FY25 Budget (*Finance Director Abby Branan*)

Item Description: Enotah Circuit – FY25 Budget

Facts & Historical Information:

The Enotah Judicial Circuit was formed in 1992 and is comprised of Lumpkin, White, Towns, and Union Counties. The spring Circuit meeting was held on May 23, 2023 in White County. The Circuit members heard from Chief Superior Court Judge Joy Parks, District Attorney Jeff Langley, and Juvenile Court Judge Jeremy Clough regarding FY2025 budget needs.

The proposed Juvenile Court budget decreased by approximately \$56,000 due to the reduction for court reporters. They have been unable to fill the position and are able to use Superior Court reporters to fill in when needed.

The proposed Superior Court budget increased by approximately \$19,000, primarily from the increase in staff attorney/law clerk supplement.

The proposed District Attorney budget increased by approximately \$26,000, which is for salary, health insurance, and retirement contribution increases.

The overall proposed Enotah Judicial Circuit budget decreased from \$1,397,714 to \$1,387,182. Under the proposed FY2025 Circuit budget, Lumpkin County's contribution and administration fee would be \$416,540, which remains flat from FY2024.

The FY2024 General Fund budget includes \$416,540 for Enotah Circuit expense. The proposed FY2025 Circuit budget will not negatively impact the County's operating budget.

Potential Courses Of Action:

- A. Approve the Enotah Judicial Circuit budget as requested.
- B. Disapprove the Enotah Judicial Circuit budget as requested, with

recommendations for change to the budget.

Budget Impact: There is no budget impact in the County's FY2024 budget, and we will budget appropriately in the County's FY2025 budget.

Staff Recommendation: Staff recommends Course of Action A.



Lumpkin County, Georgia

County Clerk

Date: June 18, 2024

Agenda Item: Alcoholic Beverage License (Retail Beer/Wine Package Sales) - Goutam Debnath for Nadia 2024 Prothom, Inc. d/b/a Mountain Mart Food & Gas (*County Clerk Melissa Witcher*)

Item Description: This is to consider the issuance of a retail beer & wine package sales license to Goutam Debnath for Nadia 2024 Prothom, Inc. d/b/a Mountain Mart Food & Gas, located at 13870 Hwy 19 N, Cleveland, GA 30528 (formerly Turner's Corner General Store)

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation: Approve the license.



Lumpkin County, Georgia

Finance

Date: June 18, 2024

Agenda Item: SEDC Court Coordinator as Pass-Through Employee of Lumpkin County (*MS Court Administrator Enotah Judicial Circuit Magdalene McDonald*)

Item Description:

Facts & Historical Information:

The Enotah Judicial Circuit Superior Court Judges respectfully request Lumpkin County to consider adding the South Enotah Drug Court Coordinator as a pass-through employee of Lumpkin County effective July 1, 2024. This position is currently held by Megan Paul. We take great pains to ensure that anyone in this position understands that it is a grant-funded position and that a failure to receive the annual grant terminates their employment instantaneously. The coordinator position is essential and longevity in this role is tantamount to the success of the court and participants. Offering these crucial benefits, ensures lower turnover and better satisfaction with this critical position.

All costs associated with this position will be reimbursed by the Council of Accountability Court Judges (CACJ) grant funding.

Lumpkin County would be expected to send the Accountability Courts an invoice monthly for costs incurred and said invoice would be submitted for reimbursement to be paid the next calendar month. As you are well aware, the Accountability Courts operate on the fiscal year of July to June. The grant application was submitted in February and benefits have been provisionally awarded to cover all expenses paid for this position effective July 1, 2024 for the fiscal year through June 30, 2025.

The Family Treatment Court and S.T.A.R Court (Mental Health Court) Coordinators already operate this exact way with White County serving as the pass-through employer. It is also our intention to have North Enotah Drug Court Coordinator treated in this same way through Union County effective July 1, 2024 also.

Potential Courses Of Action:

A. Approve treatment of SEDC Coordinator as a pass-through employee of Lumpkin County, GA with full funding from CACJ grant

B. Deny treatment of SEDC Coordinator as a pass-through employee of Lumpkin County, GA

Budget Impact: No budget impact whatsoever, position fully reimbursed by Council of Accountability Court Judges (CACJ) grant funding.

Staff Recommendation:



Lumpkin County, Georgia

Finance

Date: June 18, 2024

Agenda Item: Lumpkin County Justice Center Modification (*MS Court Administrator Enotah Judicial Circuit Magdalene McDonald*)

Item Description: Addition of a door to office 210.

Facts & Historical Information: The Enotah Judicial Circuit Superior Court Judges request a modification to office 210 located in the Superior Court hallway of the Lumpkin County Justice Center. This office houses a staff attorney for the Superior Court Judges and Mental Health Court Coordinator, Amy Tomei. HIPPA/ Federally protected files are housed in this office. Currently, there is no door to this office. We would like to have a door that locks installed for this office. Ashley Peck with Lumpkin County Special Projects is procuring a quote for this request.

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



Lumpkin County, Georgia

County Manager

Date:	June 18, 2024
Agenda Item:	Conceptual Plan for Parking, a Pavilion and Restrooms on County Owned Property at Rock House Road (<i>County Manager Alan Ours</i>)
Item Description:	Create a concept plan for parking, a pavilion and restrooms on county owned property at Rock House Road and Highway 52.
Facts & Historical Information:	In 2021 the County adopted a master plan for the reservoir that included the construction of parking, a pavilion and restrooms for the public to utilize and have access to the trail system. A recent concept plan was developed to provide this within the reservoir property that would connect to a new road coming from property owned by the County on Rock House Road. The Board of Commissioners would like to revisit the project to consider placing the parking, pavilion and restrooms on property owned by the County at Rock House Road and Highway 52. Geolmage has agreed to provide a conceptual plan at no cost to the County. Once a conceptual plan is approved by the Board of Commissioners Geolmage could provide design work for the project.
Potential Courses Of Action:	A. Authorize Geolmage to develop a conceptual plan for the project B. Take no action C. Consider other options
Budget Impact:	There is no budget impact at this time
Staff Recommendation:	Approve