



LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Agenda
Commissioners Boardroom

December 21, 2021
6:00 P.M.

- **CALL TO ORDER** Chairman Dockery
- **INVOCATION**
- **CONSIDERATION OF AGENDA**
- **PUBLIC COMMENTS (Agenda Specific)**
- **PROCLAMATIONS**
 1. Lumpkin County Indians 2021 2nd Grade Football Super Bowl Champions
 2. Lumpkin County Indians 2021 K/1st Grade Football Super Bowl Champions
- **CONSIDERATION OF MINUTES**
 3. Board of Commissioners - Work Session - Nov 2, 2021 4:00 PM
 4. Board of Commissioners - Work Session II - Nov 16, 2021 5:30 PM
 5. Board of Commissioners - Regular Meeting - Nov 16, 2021 6:00 PM
 6. Board of Commissioners - Special Called Meeting - Nov 23, 2021 9:00 AM
- **RESOLUTIONS**
 7. 2021 - 66 - December Surplus Property (*Finance Director Abby Branan*)
 8. 2021 - 67 - Appoint/Reappoint Members to Audit Committee
 9. 2021 - 69 - Appoint Member to Park & Rec Citizens Advisory Board - Seat 5, Hank Haynes term expiring 12/31/2023
 10. 2022 - 01 - Resolution to Amend the Character Area Map (*Planning Director Bruce Georgia*)
 11. 2021 - 71 - Resolution Requesting General Assembly Approval of Revised Lumpkin County District Map (*Special Projects Director Ashley Peck*)
 12. 2021 - 72 - Hazardous Waste Trust Fund Application (*Finance Director Abby Branan*)
 13. 2021 - 73 - Resolution Supporting Reform to Georgia's Annexation Dispute Resolution Law
 14. 2021 - 74 - Appoint Member to Board of Health - Brigitte Barker with a term expiring 12/31/2025
 15. 2021 - 75 - Set Qualifying Fees - Candidates Seeking Election to Certain Offices (*Special Projects Director Ashley Peck*)
- **REPORTS**

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

Elected Officials

• **CONTRACTS/AGREEMENTS**

16. 2021-074 - Halls Mill Enterprises LLC d/b/a Chestatee River Adventures – Canoe Launch Sublease Renewal (*Public Works Director Larry Reiter*)
17. 2021-075 - Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben LaChance – Canoe Launch Sublease Renewal (*Public Works Director Larry Reiter*)
18. 2021-076 - Classic Cleaners – 2022 Lease (*Special Projects Director Ashley Peck*)
19. 2021-077 - Tourism Development Services – Chamber of Commerce (*Finance Director Abby Branan*)
20. 2021-078 - LC Wimpy Airport Fencing Contract Extension (*Public Works Director Larry Reiter*)
21. 2021-079 - Legacy Link SFY-2022 Addendum #1 (*Senior Center Manager Linda Kirkpatrick*)
22. 2021-080 - CJCC VOCA – Financial Administration – District Attorney (*Finance Director Abby Branan*)
23. 2021-081 - CJCC VOCA (Victims of Crime Act) - MOA (*Finance Director Abby Branan*)
24. 2021-082 - Development Authority IGA Payment in Lieu of Taxes (*Development Authority Director Rebecca Mincey*)
25. 2021-083 - District Attorney's MOA for Coronavirus Emergency Supplemental Funding Program (*Finance Director Abby Branan*)

• **OTHER ITEMS**

26. Alcoholic Beverage License – Real Hospitality Ventures Inc. d/b/a Mountain Laurel Creek Inn & Spa (*County Clerk Melissa Witcher*)

• **ALCOHOLIC BEVERAGE LICENSE RENEWALS**

27. 2022-01 Michele Kraft Deblois/Forrest Hills Gifts & Treasures
28. 2022-02 Craig H. Kritzer/Frogtown Cellars LLLP
29. 2022-03 Jeffrey Grindle/Tomato House Farm LLC
30. 2022-04 Michele Kraft Deblois/Hideaway Restaurant
31. 2022-05 Salman H. Ali/Ash Business, Inc. d/b/a Quick Mart 3
32. 2022-06 Charles Clinton Crane/C.L. Crane Grocery
33. 2022-07 Umamaheswari Devi Meruga/Saketh, Inc. d/b/a Lucky Food Mart
34. 2022-08 Darren E. Glenn/Riverside Tavern, LLC
35. 2022-09 Sharon Paul/Chestatee Valley Vintners, LLC d/b/a Three Sisters Winery
36. 2022-10 Michael Davis/Georgia Farm Wines, LLC d/b/a Seven Day Bottoms Farm Winery
37. 2022-11 Salman Ali/Afshar Inc. d/b/a Quick Mart #7
38. 2022-12 E. Karl Boegner/Dahlonga Wine Co., LLC d/b/a Wolf Mountain Vineyards
39. 2022-13 Matthew C. Garner/ZA2GA Wine Company, LLC d/b/a Montaluce Winery, La Vigne Restaurant
40. 2022-15 Blair Housley/Etowah Meadery, Corp./The Dahlonga Brewery
41. 2022-16 Suzanne Reilly Tebor/Neverland Farms, Inc.
42. 2022-17 Seth E. Hunt/Turners Corner General Store

43. 2022-18 Evelyn Claire Livingston/Cavender Creek Winery, LLC d/b/a Cavender Creek Vineyards & Winery
44. 2022-19 Truptiben Patel/Clay Creek Falls Grocery
45. 2022-20 James Rider/JR's BBQ & Country Store
46. 2022-21 Robert Warner/White Oaks LLC d/b/a White Oaks Bistro
47. 2022-22 Bhupendra Kumar Patel/Vaho Enterprises, LLC
48. 2022-23 Jigna Patel/Shalina Business, LLC d/b/a Mart 24/7
49. 2022-24 Becky Lynn Fuller/AGEA Enterprises, LLC d/b/a The Corner Store #2
50. 2022-25 James E. Pruitt/MR2Wings d/b/a Roosters Café
51. 2022-26 Tushar V. Patel/Yogis Quickstop, Inc. d/b/a Cutie Gas & Grocery
52. 2022-27 Sonika Ahluwalia/Aspen Gold, LLC d/b/a Disco Marathon
53. 2022-28 Salma Panjwani/SMS Express LLC d/b/a Cavenders Corner
54. 2022-29 Joseph Hannan/Barefoot Hills LLC
55. 2022-30 Kari McCann/Red Wine & Blue Vineyard & Winery LLC d/b/a Dahlonaga Resort & Vineyard
56. 2022-32 Heather Breedlove/CGN Properties, LLC. d/b/a The Mountain Top Lodge
57. 2022-33 Michael Davis/Convenience Stores, Inc. d/b/a JP Dahlonaga
58. 2022-34 Ghanshyam Ramanbhai Patel/ Jay Jalaramji LLC d/b/a Iron Mountain Mart
59. 2022-35 Craig Stansberry/Iron Mountain Park, LLC d/b/a The Grille at Iron Mountain

- **COUNTY MANAGER**
- **COUNTY ATTORNEY**
- **COMMISSIONERS**
- **PUBLIC COMMENTS**
- **ADJOURNMENT**



Lumpkin County, Georgia

Board of Commissioners Department

Date: December 21, 2021

Agenda Item: Lumpkin County Indians 2021 2nd Grade Football Super Bowl Champions

Item Description: Lumpkin County Indians 2021 2nd Grade Football Super Bowl Champions



Lumpkin County, Georgia

Board of Commissioners Department

Date: December 21, 2021

Agenda Item: Lumpkin County Indians 2021 K/1st Grade Football Super Bowl Champions

Item Description: Lumpkin County Indians 2021 K/1st Grade Football Super Bowl Champions

LUMPKIN COUNTY
Board of Commissioners
Work Session Minutes
Commissioners Boardroom



November 2, 2021
 4:00 P.M.

CALL TO ORDER

The meeting was called to order at 4:03 PM by Chairman Chris Dockery

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

PRESENTATIONS

1. Library Presentation

Library Presentation

MINUTES

2. Board of Commissioners - Work Session - Oct 5, 2021 4:00 PM
3. Board of Commissioners - Public Hearing - Oct 19, 2021 5:15 PM
4. Board of Commissioners - Work Session II - Oct 19, 2021 5:30 PM
5. Board of Commissioners - Regular Meeting - Oct 19, 2021 6:00 PM

RESOLUTIONS

6. 2021 - 58 - Consideration of 2022 BOC Meeting Calendar (County Clerk Melissa Witcher)

Consideration of 2022 BOC Meeting Calendar

7. 2021 - 59 - Establish 2022 Lumpkin County Government Holiday Schedule (Community & Employee Services Director Alicia Davis)

Establish 2022 Lumpkin County Government Holiday Schedule

8. 2021 - 60 - Consideration of the Lumpkin County 2022 Budget Calendar for FY 2023 Budget (Finance Director Abby Branan)

Consideration of the Lumpkin County 2022 Budget Calendar for FY 2023 Budget

9. 2021 - 61 - Update Travel Regulations and Procedures (Special Projects Director Ashley Peck)

Request to update travel regulations.

10. 2021 - 62 - Reappoint Members to Building Committee

Reappoint Members to Building Committee. Wade Chandler to Seat 7, Charles Trammell to Seat 8, Leah Smith to Seat 9, and Ken Crowe to Seat 10 all with terms expiring on December 31, 2021.

11. 2021 - 63 - Appoint/Reappoint Members to LC Park & Recreation Citizens Advisory Board

Appoint/Reappoint Members to LC Park & Recreation Citizens Advisory Board – (Brooke Smith to Seat 1, Leah Smith to Seat 3, and -- to Seat 5, all with terms expiring 12/31/2023)

12. 2021 - 64 - Appoint Member to Lumpkin County Airport Authority - Bob Hawk to Seat D with term expiring 02/19/25

Appoint Member to Lumpkin County Airport Authority - Bob Hawk to Seat D with term expiring 02/19/25

CONTRACTS/AGREEMENTS

13. 2021-069 - Mark Robinson Hauling, Inc. – Recycling & Transfer Station Lease Agreement (Public Works Director Larry Reiter)

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

14. 2021-070 - Georgia Power Company Lighting Agreement Oak Grove Roundabout (Public Works Director Larry Reiter)

Georgia Power Company Lighting Agreement Oak Grove Roundabout. Approve lighting agreement with Georgia Power for the construction of the roundabout at the Oak Grove and SR 60 Bus.

Commissioner Mayfield said the roundabout construction was looking good.

15. CJCC VOCA (Victims of Crime Act) - MOA (Finance Director Abby Branan)

CJCC VOCA (Victims of Crime Act) - MOA

16. CJCC VOCA – Financial Administration – District Attorney (Finance Director Abby Branan)

CJCC VOCA – Financial Administration – District Attorney

OTHER ITEMS

17. Annexation of Property to the City (County Attorney Joy Edelberg)

Annexation of Property to the City

Commissioner Moran asked if we had any GIS imagery of the property's location. Ms. Edelberg, the County Attorney, explained it was parcel 078 004, which is adjacent to The Summit neighborhood. According to our tax records, it has already been reflected as a city parcel. This parcel was split from a larger parcel in the past, and some of the resulting parcels were included in the City, but not all of them. Only a portion of the parcels were actually listed within the City limits.

18. Road Acceptance – Camp Creek Overlook Subdivision (Public Works Director Larry Reiter)

Road Acceptance – Camp Creek Overlook Subdivision. Greg Hayes has requested that the road Camp Drive be accepted into the County Maintenance System.

COUNTY MANAGER

Mr. Ours said next Tuesday at Park & Rec will be the second Comprehensive Plan open house from 4:00 to 7:00 pm. We have also begun advertising the next Lumpkin 101 Citizens Academy, and applications can be found on the website. There will be 30 seats available.

Chairman Dockery encouraged everyone to visit the Lumpkin County website to take the Comprehensive Plan Survey.

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Moran said the County should make sure to advertise the Comp Plan survey on our social media.

PUBLIC COMMENT (Agenda Specific)

EXECUTIVE SESSION - Discuss Litigation

Motion: A motion was made by Commissioner Mayfield to enter into executive session at 4:24 PM. The motion was seconded by Rhett Stringer. The motion was approved and carried.

The County Attorney Joy Edelberg gave a description of the litigation, which is regarding the appeal of The Complete Combatant to have their SLUA decision reversed by the Superior Court of Lumpkin County.

Motion: A motion was made by Commissioner Mayfield to exit executive session and re-enter regular session at 5:35 PM. The motion was seconded by Commissioner Moran. The motion was approved and carried.

There were no announcements from executive session.

ADJOURNMENT

The meeting was adjourned at 5:36 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Nov 2, 2021 4:00 PM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Work Session II Minutes
Commissioners Boardroom



November 16, 2021
 5:30 P.M.

CALL TO ORDER

The meeting was called to order at 5:32 PM by Chairman Chris Dockery

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

PRESENTATIONS

CONSIDERATION OF MINUTES

1. Board of Commissioners - Work Session - Oct 5, 2021 4:00 PM
2. Board of Commissioners - Public Hearing - Oct 19, 2021 5:15 PM
3. Board of Commissioners - Work Session II - Oct 19, 2021 5:30 PM
4. Board of Commissioners - Regular Meeting - Oct 19, 2021 6:00 PM

RESOLUTIONS

5. 2021 - 58 - Consideration of 2022 BOC Meeting Calendar *(County Clerk Melissa Witcher)*

Consideration of 2022 BOC Meeting Calendar

6. 2021 - 59 - Establish 2022 Lumpkin County Government Holiday Schedule *(Community & Employee Services Director Alicia Davis)*

Establish 2022 Lumpkin County Government Holiday Schedule

7. 2021 - 60 - Consideration of the Lumpkin County 2022 Budget Calendar for FY 2023 Budget *(Finance Director Abby Branan)*

Consideration of the Lumpkin County 2022 Budget Calendar for FY 2023 Budget

8. 2021 - 61 - Update Travel Regulations and Procedures *(Special Projects Director Ashley Peck)*

Request to update travel regulations.

9. 2021 - 62 - Reappoint Members to Building Committee

Reappoint Members to Building Committee. Wade Chandler to Seat 7, Charles Trammell to Seat 8, Leah Smith to Seat 9, and Ken Crowe to Seat 10 all with terms expiring on December 31, 2021.

10. 2021 - 63 - Appoint/Reappoint Members to LC Park & Recreation Citizens Advisory Board

Appoint/Reappoint Members to LC Park & Recreation Citizens Advisory Board – (Brooke Smith to Seat 1, Leah Smith to Seat 3, and -- to Seat 5, all with terms expiring 12/31/2023)

11. 2021 - 64 - Appoint Member to Lumpkin County Airport Authority - Bob Hawk to Seat D with term expiring 02/19/25

Appoint Member to Lumpkin County Airport Authority - Bob Hawk to Seat D with term expiring 02/19/25

12. 2021 - 65 - Resolution Agreeing to be Bound by MOU to Participate in the National Distributor & J&J Settlements

Resolution Agreeing to be Bound by MOU to Participate in the National Distributor & J&J Settlements

County Attorney Joy Edelberg said the Board of Commissioners will have to appoint someone as the representative to sign the MOU. It could either be herself, the County Manager, or the Chairman.

CONTRACTS/AGREEMENTS

13. 2021-069 - Mark Robinson Hauling, Inc. – Recycling & Transfer Station Lease Agreement (Public Works Director Larry Reiter)

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

14. 2021-070 - Georgia Power Company Lighting Agreement Oak Grove Roundabout (Public Works Director Larry Reiter)

Georgia Power Company Lighting Agreement Oak Grove Roundabout. Approve lighting agreement with Georgia Power for the construction of the roundabout at the Oak Grove and SR 60 Bus.

15. 2021-071 - GDOT 5311 - Updated Version of GDOT Drug & Alcohol Zero Tolerance & Pre-Employment Testing Policies (Public Works Director Larry Reiter)

GDOT 5311 - Updated Version of GDOT Drug & Alcohol Zero Tolerance & Pre-Employment Testing Policies. These policies assures that Lumpkin County Transit is adhering to the Federal Transit Administration and the Georgia Department of Transportation updated guidelines regarding Zero Tolerance Drug and Alcohol Testing and Pre-Employment Screening Policy.

OTHER ITEMS

16. Annexation of Property to the City (County Attorney Joy Edelberg)

Annexation of Property to the City

COUNTY MANAGER**COUNTY ATTORNEY****COMMISSIONERS**

Chairman Dockery gave an update on the ACCG Reconnect Conference that he attended in Savannah this past weekend. Several other Commissioners and staff attended classes as well.

PUBLIC COMMENT (Agenda Specific)**ADJOURNMENT**

The meeting was adjourned at 5:41 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Nov 16, 2021 5:30 PM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Minutes
Commissioners Boardroom



November 16, 2021
 6:00 P.M.

CALL TO ORDER

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

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

INVOCATION

Commissioner Tucker Greene gave the Invocation and it was followed by the Pledge of Allegiance.

CONSIDERATION OF AGENDA

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

PUBLIC COMMENTS (Agenda Specific)

CONSIDERATION OF MINUTES

Motion: A motion was made by District 4 Commissioner Moran to approve the minutes by acclamation. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

1. Board of Commissioners - Work Session - Oct 5, 2021 4:00 PM
2. Board of Commissioners - Public Hearing - Oct 19, 2021 5:15 PM
3. Board of Commissioners - Work Session II - Oct 19, 2021 5:30 PM
4. Board of Commissioners - Regular Meeting - Oct 19, 2021 6:00 PM

RESOLUTIONS

5. 2021 - 58 - Consideration of 2022 BOC Meeting Calendar (County Clerk Melissa Witcher)

Consideration of 2022 BOC Meeting Calendar

Motion: A motion was made by District 3 Commissioner Stringer to approve Consideration of 2022 BOC Meeting Calendar. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

6. 2021 - 59 - Establish 2022 Lumpkin County Government Holiday Schedule (Community & Employee Services Director Alicia Davis)

Establish 2022 Lumpkin County Government Holiday Schedule

Motion: A motion was made by District 3 Commissioner Stringer to approve Establish 2022 Lumpkin County Government Holiday Schedule. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

7. 2021 - 60 - Consideration of the Lumpkin County 2022 Budget Calendar for FY 2023 Budget (Finance Director Abby Branan)

Consideration of the Lumpkin County 2022 Budget Calendar for FY 2023 Budget

Motion: A motion was made by District 3 Commissioner Stringer to approve Consideration of the Lumpkin County 2022 Budget Calendar for FY 2023 Budget. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

8. 2021 - 61 - Update Travel Regulations and Procedures (Special Projects Director Ashley Peck)

Request to update travel regulations.

Motion: A motion was made by Chairman Dockery to approve Update Travel Regulations and Procedures. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

9. 2021 - 62 - Reappoint Members to Building Committee

Reappoint Members to Building Committee. Wade Chandler to Seat 7, Charles Trammell to Seat 8, Leah Smith to Seat 9, and Ken Crowe to Seat 10 all with terms expiring on December 31, 2021.

Motion: A motion was made by Chairman Dockery to reappoint Wade Chandler to Seat 7 with a term expiring 12/31/2022. The motion was seconded by Commissioner Moran. The motion was approved and carried.

Motion: A motion was made by Chairman Dockery to reappoint Charles Trammell to Seat 8 with a term expiring 12/31/2022. The motion was seconded by Commissioner Greene. The motion was approved and carried.

Motion: A motion was made by Chairman Dockery to reappoint Leah Smith to Seat 9 with a term expiring 12/31/2022. The motion was seconded by Commissioner Moran. The motion was approved and carried.

Motion: A motion was made by Chairman Dockery to reappoint Ken Crowe to Seat 10 with a term expiring 12/31/2022. The motion was seconded by Commissioner Greene. The motion was approved and carried.

10. 2021 - 63 - Appoint/Reappoint Members to LC Park & Recreation Citizens Advisory Board

Appoint/Reappoint Members to LC Park & Recreation Citizens Advisory Board – (Brooke Smith to Seat 1, Leah Smith to Seat 3, and -- to Seat 5, all with terms expiring 12/31/2023)

Motion: A motion was made by Chairman Dockery to reappoint Brooke Smith to Seat 1 with a term expiring 12/31/2023. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

Motion: A motion was made by Chairman Dockery to appoint Leah Smith to Seat 3 with a term expiring 12/31/2023. The motion was seconded by Commissioner Greene. The motion was approved and carried.

11. 2021 - 64 - Appoint Member to Lumpkin County Airport Authority - Bob Hawk to Seat D with term expiring 02/19/25

Appoint Member to Lumpkin County Airport Authority - Bob Hawk to Seat D with term expiring 02/19/25

Motion: A motion was made by Chairman Dockery to appoint Bob Hawk to Seat D with a term expiring 2/19/2025. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

12. 2021 - 65 - Resolution Agreeing to be Bound by MOU to Participate in the National Distributor & J&J Settlements

Resolution Agreeing to be Bound by MOU to Participate in the National Distributor & J&J Settlements

Motion: A motion was made by District 3 Commissioner Stringer to approve and authorize the County Attorney to sign on the Board of Commissioners' behalf. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

REPORTS

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

Elected Officials

CONTRACTS/AGREEMENTS

13. 2021-069 - Mark Robinson Hauling, Inc. – Recycling & Transfer Station Lease Agreement (Public Works Director Larry Reiter)

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

Motion: A motion was made by District 2 Commissioner Mayfield to approve Mark Robinson Hauling, Inc. – Recycling & Transfer Station Lease Agreement. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

14. 2021-070 - Georgia Power Company Lighting Agreement Oak Grove Roundabout (Public Works Director Larry Reiter)

Georgia Power Company Lighting Agreement Oak Grove Roundabout. Approve lighting agreement with Georgia Power for the construction of the roundabout at the Oak Grove and SR 60 Bus.

Motion: A motion was made by District 4 Commissioner Moran to approve Georgia Power Company Lighting Agreement Oak Grove Roundabout. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

15. 2021-071 - GDOT 5311 - Updated Version of GDOT Drug & Alcohol Zero Tolerance & Pre-Employment Testing Policies (Public Works Director Larry Reiter)

GDOT 5311 - Updated Version of GDOT Drug & Alcohol Zero Tolerance & Pre-Employment Testing Policies. These policies assures that Lumpkin County Transit is adhering to the Federal Transit Administration and the Georgia Department of Transportation updated guidelines regarding Zero Tolerance Drug and Alcohol Testing and Pre-Employment Screening Policy.

Motion: A motion was made by District 2 Commissioner Mayfield to approve GDOT 5311 - Updated Version of GDOT Drug & Alcohol Zero Tolerance & Pre-Employment Testing Policies. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

OTHER ITEMS

16. Annexation of Property to the City (County Attorney Joy Edelberg)

Annexation of Property to the City

Motion: A motion was made by District 3 Commissioner Stringer to approve Annexation of Property to the City. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Greene expressed his excitement at beginning his term, and said he was honored to fill the seat formerly held by Dr. David Miller. Chairman Dockery and the other Commissioners welcomed him to the Board.

PUBLIC COMMENTS

ADJOURNMENT

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

The meeting was adjourned at 6:15 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Nov 16, 2021 6:00 PM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Special Called Meeting Minutes
Executive Conference Room



November 23, 2021
 9:00 AM

CALL TO ORDER

The meeting was called to order at 9:06 AM by Chairman Chris Dockery

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

CONSIDERATION OF AGENDA

Motion: A motion was made by Commissioner Moran to approve the agenda. The motion was seconded by Commissioner Mayfield. The motion was approved and carried.

Executive Session - Litigation

Motion: A motion was made by Commissioner Mayfield to enter executive session at 9:07 AM. The motion was seconded by Commissioner Tucker Greene. The motion was approved and carried.

Motion: A motion was made by Commissioner Moran to exit executive session and re-enter regular session. The motion was seconded by Commissioner Greene. The motion was approved and carried.

Executive Session ended at 10:36 AM.

ADJOURNMENT

The meeting was adjourned at 10:36 AM.

 Date

 Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

Attest:

 Melissa Witcher

County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Nov 23, 2021 9:00 AM (CONSIDERATION OF MINUTES)



Lumpkin County, Georgia

Finance Department

Date: December 21, 2021

Agenda Item: December Surplus Property

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

Facts & Historical Information:

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

Potential Courses of Action:

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

Budget Impact:

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

Staff Recommendation:

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

LUMPKIN COUNTY RESOLUTION NO. 2021 –66

**A RESOLUTION TO PROVIDE FOR THE IDENTIFICATION AND CLASSIFICATION
OF CERTAIN LUMPKIN COUNTY PROPERTY AS SURPLUS PROPERTY
AND TO AUTHORIZE ITS SALE AND DISPOSITION**

Whereas, the Lumpkin County Board of Commissioners has determined that certain items of personal property, being more particularly set out and identified on the Surplus Request List Dated 12/07/21 attached hereto as Exhibit “A”, which is incorporated herein by reference and made a part hereof, are no longer used or needed for County purposes;

Now therefore, it is hereby resolved that said property identified on the Surplus Request List Dated 12/07/21 attached hereto as Exhibit “A” is declared surplus; and

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

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

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

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

Resolved, adopted and effective this 21st of December, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:
Surplus List 2021 12

Exhibit "A"

SURPLUS REQUEST LIST DATED 12/07/2023

[illegible]



Lumpkin County, Georgia

Board of Commissioners Department

Date: December 21, 2021

Agenda Item: Appoint/Reappoint Members to Audit Committee

Item Description: Appoint/Reappoint Members to Audit Committee

LUMPKIN COUNTY RESOLUTION NO. 2021 – 67

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

Whereas, Lumpkin County Board of Commissioners approved a committee to discuss financial and audit issues, to gather and exchange information and for other purposes, which is known as the Lumpkin County Audit Committee; and

Whereas, the Lumpkin County Audit Committee is made up of nine members, with Seats 1 through 5 being appointed annually and Seats 6 through 9 being designated by position, as set out in Lumpkin County Resolution No. 2015-48; and

Whereas, the Board of Commissioners desires to appoint members to serve in Seats 1 through 5;

Now therefore, it is hereby resolved that the following persons are appointed to the Lumpkin County Audit Committee for the Seats and Terms as set out below:

Position/Name:	Seat No.	Term Expiring:
Commissioner Chris Dockery	1	December 31, 2022
Commissioner Rhett Stringer	2	December 31, 2022
Constitutional Officer – Michael Chastain	3	December 31, 2022
Employee – Melissa Witcher	4	December 31, 2022
Citizen – Charles Jones III	5	December 31, 2022

Resolved, adopted and effective this 21st day of December, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: December 21, 2021

Agenda Item: Appoint Member to Park & Rec Citizens Advisory Board - Seat 5, Hank Haynes term expiring 12/31/2023

Item Description: Appoint Member to Park & Rec Citizens Advisory Board - Seat 5, Hank Haynes with a term expiring 12/31/2023.

LUMPKIN COUNTY RESOLUTION NO. 2021 – 69

**A RESOLUTION TO APPOINT A MEMBER
TO THE CITIZENS ADVISORY BOARD
OF THE
LUMPKIN COUNTY PARKS AND RECREATION DEPARTMENT**

Whereas, the Board of Commissioners created the Lumpkin County Parks and Recreation Citizens Advisory Board by Lumpkin County Resolution No. 2013-78; and

Whereas, said board consists of five members serving staggered terms of two years in seats designated as Seats 1 through 5; and

Whereas, the Board of Commissioners desires to appoint a member to serve in Seat 5;

Now, therefore, be it resolved that the following individual is appointed to serve on the Lumpkin County Parks and Recreation Advisory Board for the seat and term indicated below:

Name:	Seat Number:	Term Expiration:
Hank Haynes	5	December 31, 2023

Resolved, adopted and effective this 21st day of December, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: December 21, 2021

Agenda Item: Resolution to Amend the Character Area Map

Item Description: Resolution to Amend the Character Area Map

Character Area Map Amendment Request - Map/Parcel 098-015

Sec. 27-72. - Character Area map amendments.

1. The Lumpkin County Board of Commissioners may amend the Character Area Map (CAM) developed as part of the Lumpkin County 2017 Comprehensive Plan, and referred to in this chapter as the "Character Area Map" or "CAM", either on its own initiative or upon the request of a property owner desiring to change the character area designation of their property.

2. In this specific case, the property owner is requesting a change to the character area designation of this property.

3. Matt Richardson, owner of Amicalola Propane, Inc. is requesting a Character Area Map Amendment for 283 Red Oak Flats Loop. This property is currently in the Character Area of "residential growth". He is requesting to change this to the Character Area of "Industrial". This parcel is directly across from the pre-existing Industrial Park on Red Oak Flats. There is County water available for this site. County Sewer is approximately half a mile down the road. This would offer future industry the option of expanding the line and hooking in. Natural gas is also available to serve this proposed industrial park. The county currently has three industrial parks. This parcel would allow for an additional industrial park due to its location adjoining Red Oak Flats Industrial Park and the opportunity for expanded industrial uses.

Amicalola Propane, currently operates in downtown Dawsonville. They have outgrown this space and would like to relocate to this property on Red Oak Flats Loop. Out of the 69 acres they plan to subdivide the parcel into 10 lots of 5+ acres. They intend to keep 3 of these lots for Amicalola Propane's operations and then sell the rest.

4. The Planning Commission during their regular meeting on December 13th unanimously voted to recommend to the Board of Commissioners to approve the Character Area Map Amendment with the condition to only allow light industrial and lesser uses. This would help mitigate negative impacts such as noise, smoke, smell, etc. to the adjoining residential uses.

<Insert Resolution Here>

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:
CAM Final Packet



Lumpkin County, Georgia

Planning Department

25 SHORT STREET, SUITE 10, DAHLONEGA, GEORGIA 30533 (706) 864-6894 FAX: (706) 867-7272

REQUIRED INFORMATION FOR ALL APPLICATIONS

Property Owners Name: _____

If applicant is "not" property owner, then Property Owner Authorization Form is required

Applicant's Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____ - _____

Phone: _____

Description of Request:

Existing Land Use: _____

Proposed Land Use: _____

Character Area: _____

Parcel No.: _____ - _____

Property Size: _____ ac (s)

FOR MAP AMENDMENTS ONLY:

Requested amendment to Character Area Map

Designation of property:

Is the property currently in a Conservation Use Land Assessment (CUVA): _____

REQUIRED ATTACHMENTS

- _____ Proof of Ownership (Deed)
- _____ Notarized authorization of owner, if not the applicant
- _____ Survey or Map of the property (11" x 17" maximum size)
- _____ Legal Description of the Property
- _____ *Processing and review fee (receipt)*

CASE NO. **10.a**

CAM 2021 -2

☐ -APPROVED ☐ -DENIED

☒ -MAP AMENDMENT

DATE: _____

Attachment: CAM Final Packet (2022 - 01 : Resolution to Amend the Character Area Map)



Lumpkin County, Georgia

CASE NO.

Planning Department

25 SHORT STREET, SUITE 10, DAHLONEGA, GEORGIA 30533 (706) 864-6894 FAX: (706) 867-7272

VARIANCE REQUEST FORM

Requested Action

☐ Front Setback Variance of _____ feet.

☐ Rear Setback Variance of _____ feet.

☐ Side Setback Variance of _____ feet.

☐ Lot Size Variance of _____ acres.

☐ Mobile Home Variance

☐ Appeal of a Administrative Decision

☐ Other

description: _____

Land Use/Development Regulation: _____

Please attach any maps, drawings, letters or any other information concerning this matter.
The Planning Board will make their decision based on the information you provide.

Failure to provide adequate information will result in the application being rejected.

1) What exceptional conditions apply to this particular piece of property requiring the need for a variance from the established standards?

☐ Size: _____

☐ Shape: _____

☐ Topography (if slope a factor, a topographic map must be included) _____

☐ Other: _____

2) Describe why granting this request would not be a detriment to the public good: _____

3) Describe why the variance would not oppose the intent of the Ordinance: _____

Please submit any other information you believe should be considered with this application and attach as many sheets as necessary

CASE NO.

I, Matt Richardson, BY SUBMITTAL OF THIS APPLICATION
(print name)

hereby request an amendment to the land use plan and / or the future land use map or a variance to specific provisions of the land use code and / or a variance from certain requirements of the subdivision regulations or from specific provisions of other Lumpkin County regulations as described within this application. By signature below I attest that all information provided within and submitted with this application is true and correct to the best of my knowledge.

Signature: _____

Date: 10-28-21

STATE OF GEORGIA
COUNTY OF LUMPKIN

The foregoing instrument was acknowledged before me this 10/28/21 by
(date)

Matt Richardson, who is personally known to me or who has produced
(Name of Person Acknowledging)

Know personally as identification and did (did not) take an oath.
(Type of Identification)

(Signature)

Notary Public, Commission No. _____

Payton Anderson
(Name of Notary typed, printed or stamped)

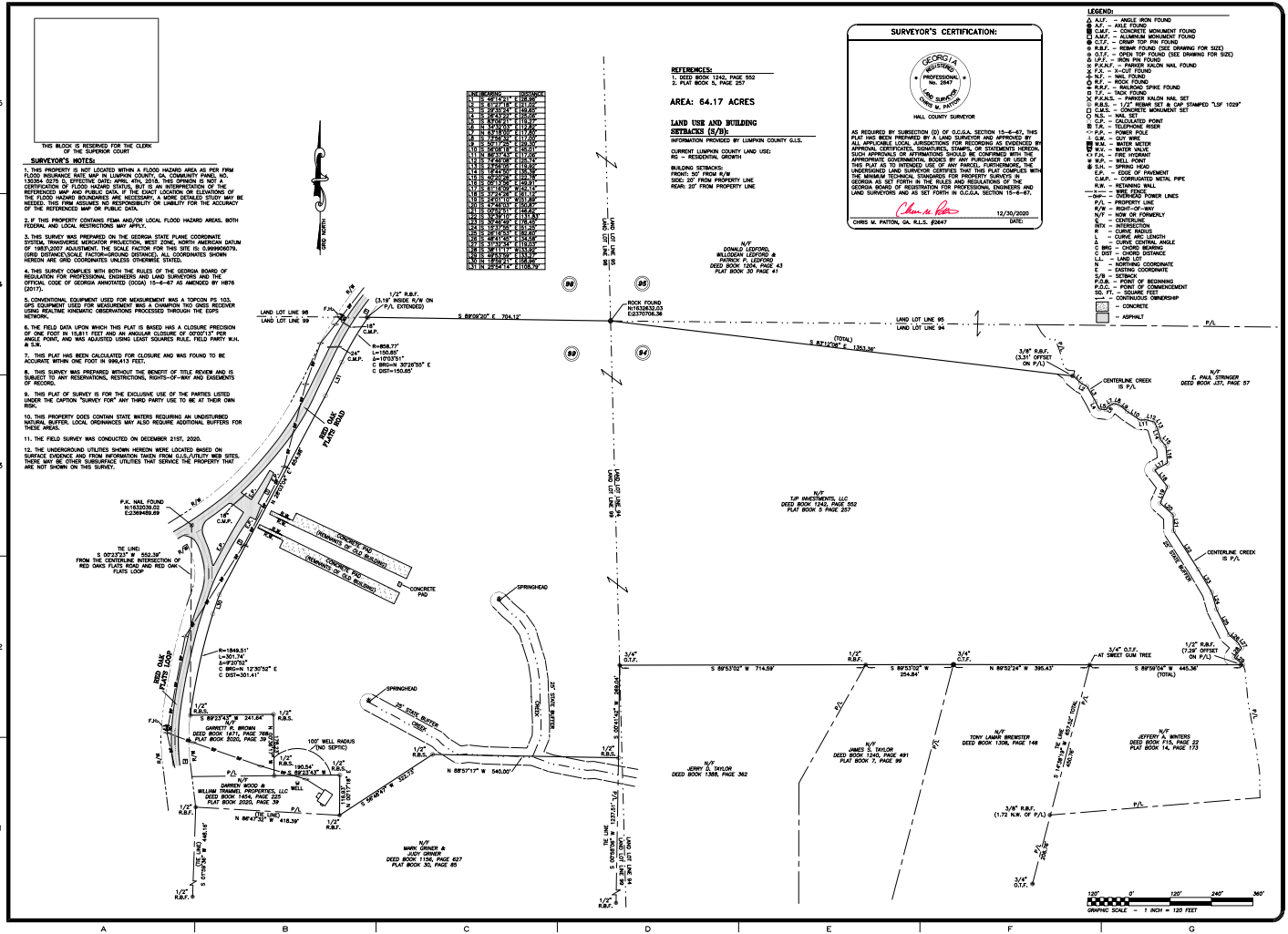
PAYTON ANDERSON
NOTARY PUBLIC
Lumpkin County
State of Georgia
My Comm. Expires 7/16, 2023

NOTE:

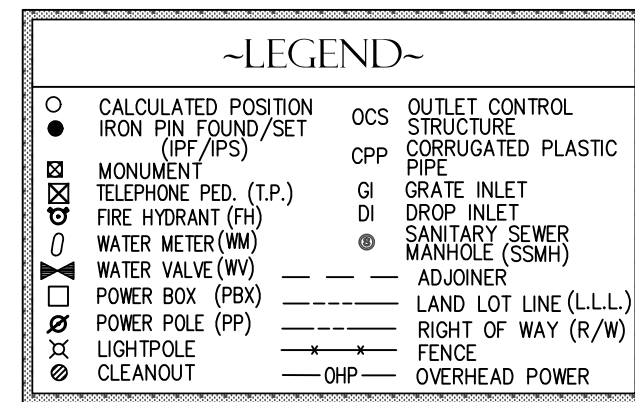
The Planning Commission and/or Board of Commissioners, as appropriate, shall consider the following standards in considering any proposal that would result in a special land use approval, variance to character area standards or changes to the Future Land Use Map, giving due weight or priority to those factors that are appropriate to the circumstances of each proposal. Additional and specific standards are also listed under each individual procedure.

- ☐ Is the proposed request consistent with the purpose and intent of the character area, village or corridor in which it is located or proposed to be located?
- ☐ Is the proposed request consistent with the purpose and intent of this Land Use Code?
- ☐ Will the proposed request cause a burden on County infrastructure?
- ☐ Is the proposed request compatible with surrounding land uses within the Character Area and adjacent properties?
- ☐ Is the proposed request consistent with goals, strategies and policies of the Comprehensive Plan?
- ☐ Is the proposed request required to adequately address new or changing conditions or to properly implement the Comprehensive Plan?
- ☐ Does the proposed request reasonably promote the public health, safety, morality or general welfare?

Exhibit B



Attachment: CAM Final Packet (2022 - 01 : Resolution to Amend the Character Area Map)



SITE ADDRESS: 283 RED OAKS LOOP, GA 30533
PARCEL ID: 098 015

PROJECT DESCRIPTION: PROPOSED PROJECT IS AN INDUSTRIAL PARK WITH 5 ACRE MINIMUM LOTS. ALL LOTS TO BE ACCESSED BY A NEWLY CONSTRUCTED INTERNAL ROADWAY.

REFERENCES:
PROPERTY BOUNDARY INFORMATION FROM A SURVEY FOR TJP INVESTMENTS, LLC
COMPLETED ON 12/30/2020 BY PATTON LAND SURVEYING, LLC.

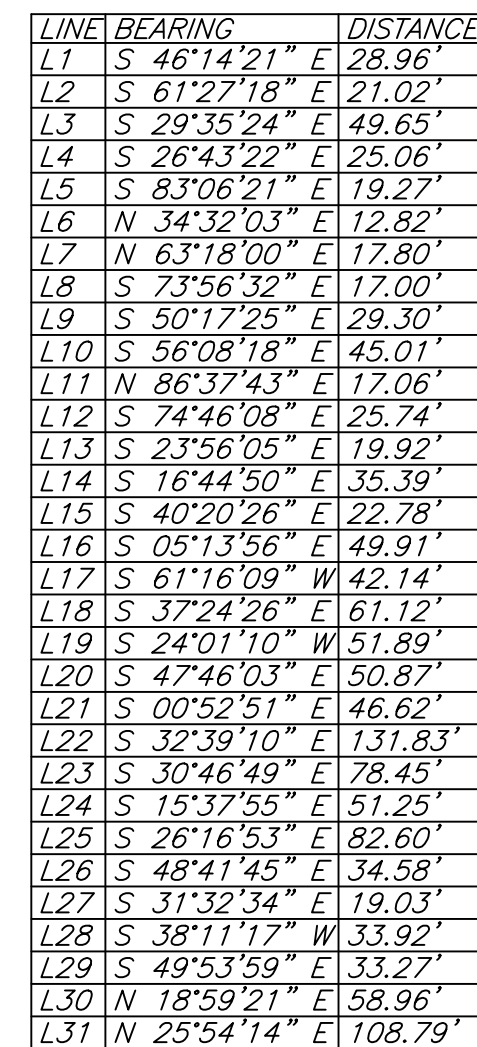
TOPOGRAPHY INFORMATION FROM LUMPKIN COUNTY GIS DEPARTMENT.
-CONTOUR INTERVAL=2'

FLOOD NOTE:
NO PORTION OF THIS SITE IS LOCATED WITHIN THE 100-YEAR FLOOD PRONE AREA
AS PER FLOOD INSURANCE RATE MAP NO. 13187C0275D, DATED 4/4/2018.

TOTAL AREA= 64.17 ACRES

CURRENT LAND USE: RESIDENTIAL GROWTH

PROPOSED LAND USE: INDUSTRIAL
SETBACKS: FRONT: 50'
SIDE: 20'
REAR: 20'



REFERENCE NORTH

PREPARED BY

**DES
DAVIS**

ENGINEERING & SURVEYING
133 PROMINENCE COURT
SUITE 210
DAWSONVILLE, GA 30534
PHONE: (706) 265-1234

DAVISENGINEERS.COM

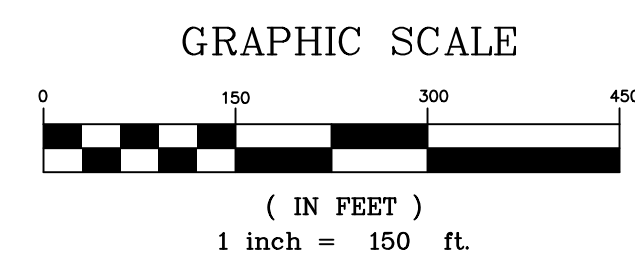
[illegible]

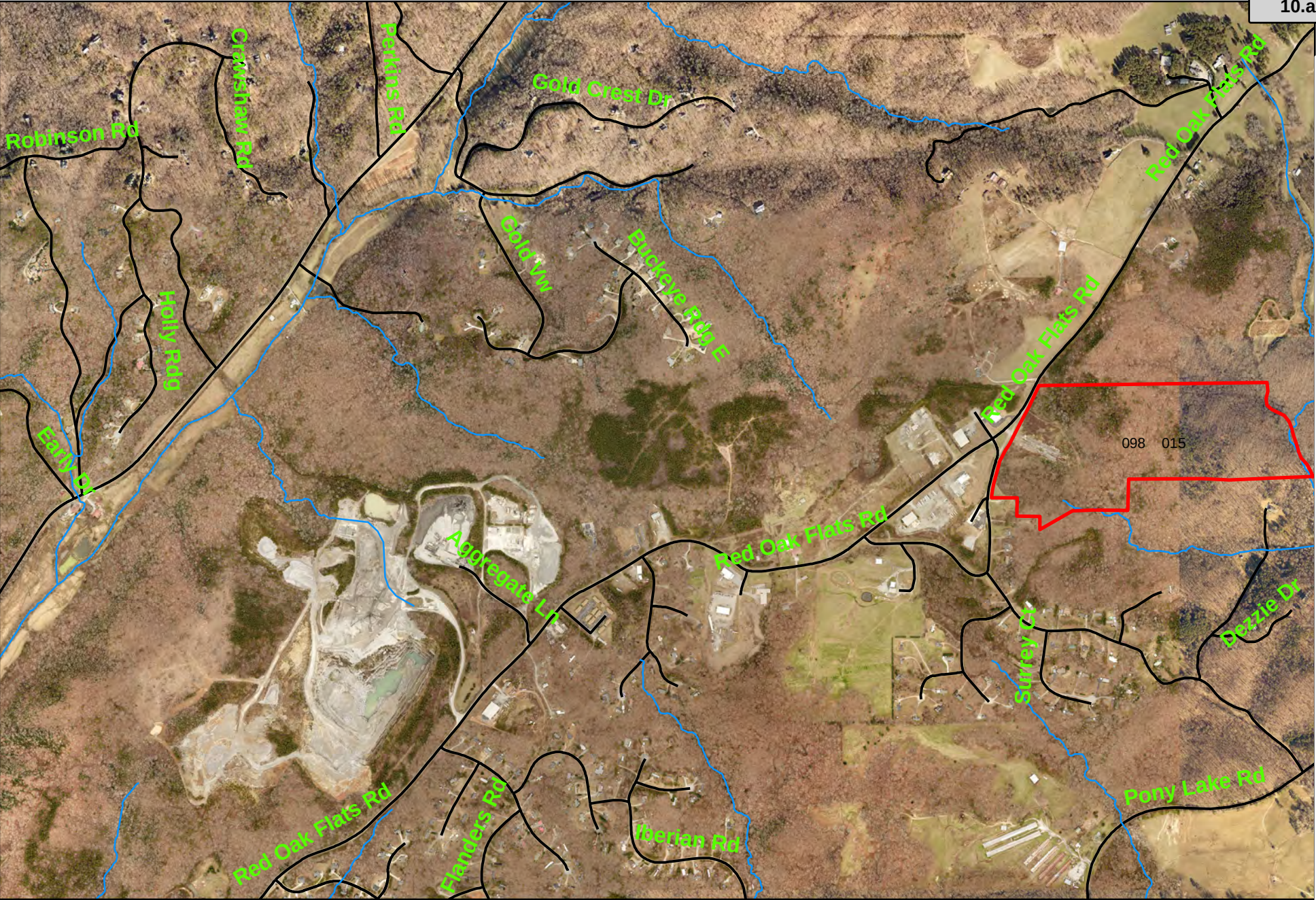
CONCEPT PLAN FOR:
*RICHARDSON INDUSTRIAL PARK
LAND LOTS 94 & 99
11th DISTRICT
LUMPKIN COUNTY, GEORGIA*

<i>DRAWING BY:</i>	NAP
<i>CHECKED BY:</i>	JKD
<i>LAND LOT:</i>	94/99
<i>DISTRICT:</i>	12th
<i>SECTION:</i>	-
<i>CITY:</i>	-
<i>COUNTY:</i>	LUMPKIN
<i>DATE:</i>	10/20/2021

SHEET NO.
1 OF 1

PROJECT NO.
21-264



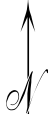
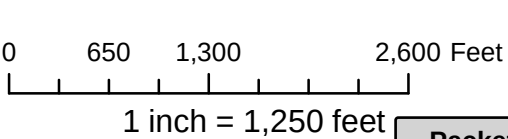


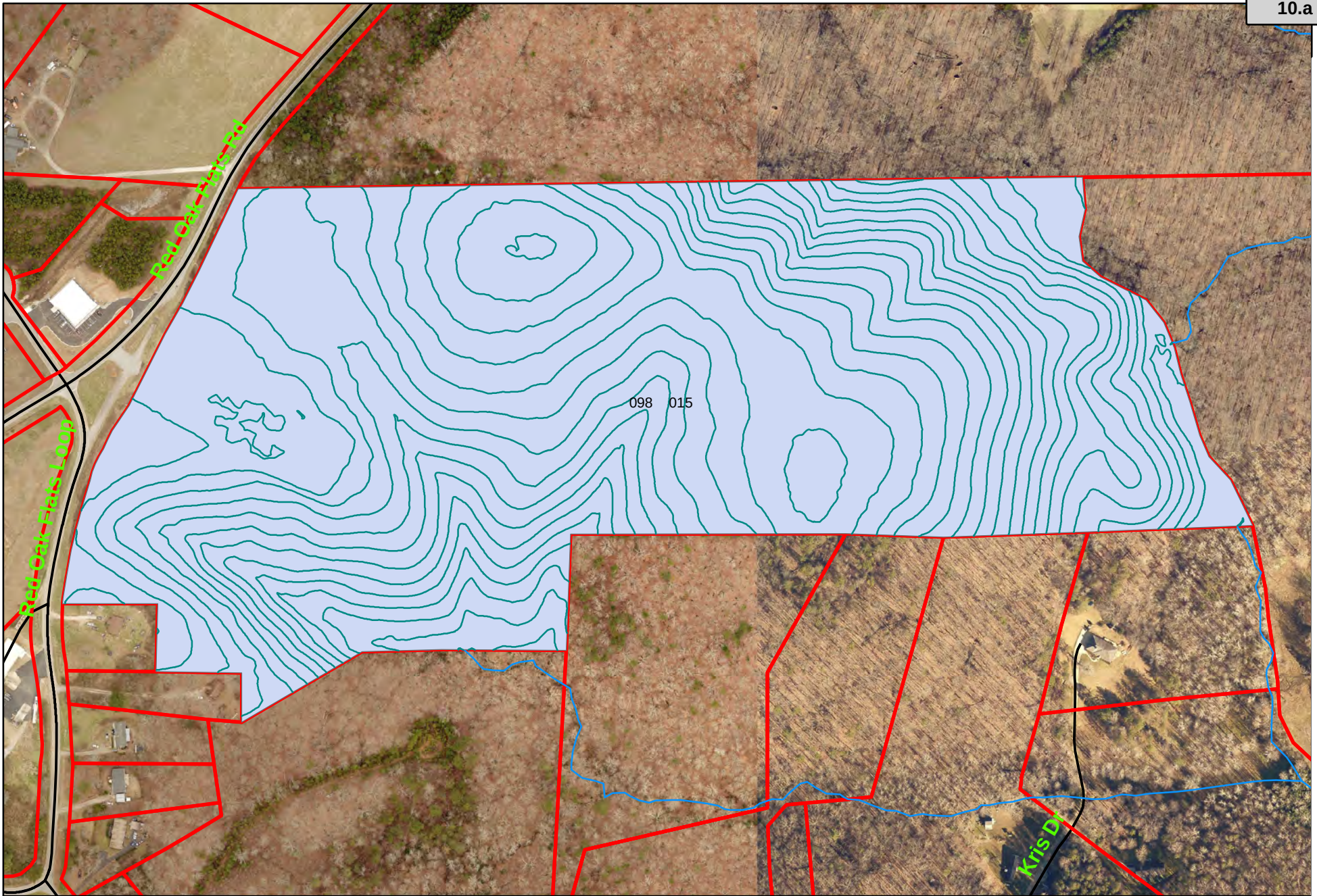
Attachment: CAM Final Packet (2022 - 01 : Resolution to Amend the Character Area Map)



Legend
098015
RdCenterline

Amicalola Propane
parcel #098-015
Location Map





Attachment: CAM Final Packet (2022 - 01 : Resolution to Amend the Character Area Map)



Legend
09801510ft
098015
Parcel2021
RdCenterline

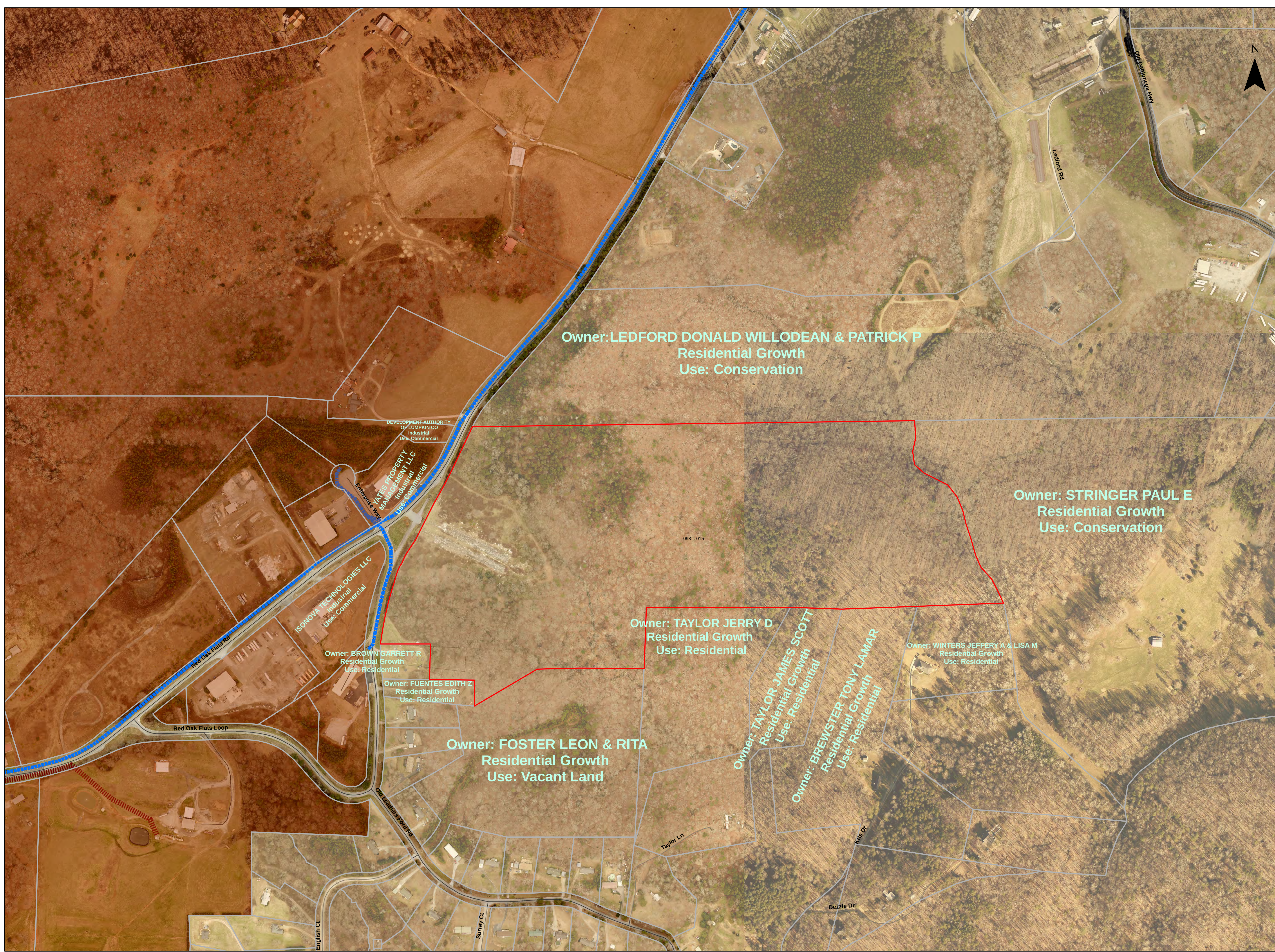
Amicalola Propane parcel #098-015 Site Map

0 185 370 740 Feet

1 inch = 336 feet



Amicalola
Propane, Inc



Legend

- 098-015
- Parcels
- Commerce Corridor
- Gateway Corridor
- Gateway Corridor Overlay District
- Community Village Center
- Neighborhood Village Center
- Agricultural Preservation
- Residential Growth
- Rural Places
- Industrial
- Public/Institutional
- Recreation/Open Space/Conservation
- Transportation/Communication/Utilities
- City of Dahlonega
- PressurizedSewerMain
- wPressurizedMain
- RdCenterline



D2021004163

BK:1516 PG:510-517

FILED IN OFFICE
CLERK OF COURT
07/01/2021 05:43 PM
RITA HARKINS, CLERK
SUPERIOR COURT
LUMPKIN COUNTY, GA



REAL ESTATE
TRANSFER TAX
PAID: \$0.00

After recording return to:
Horne & Edelberg, PC
PO Box 37
Dahlonega, GA 30533

3433540228
PARTICIPANT ID

DEED TO SECURE DEBT

STATE OF GEORGIA,
COUNTY OF LUMPKIN.

THIS INDENTURE, Made the 24th day of June, 2021, between **RMAK Properties, LLC**, as party of the first part, hereinafter called Grantor, whose address is 383 Hwy 53 West, Dawsonville, GA 30534, and **Amicalola Propane, Inc.**, whose address is 383 Hwy 53 West, Dawsonville, GA 30534, hereinafter called Grantee.

WITNESSETH, That Grantor, for the consideration hereinafter set forth, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto said Grantee, the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lots 94 & 99 of the 11th District of Lumpkin County, Georgia, consisting of 64.17 acres, more or less, and being more particularly described and delineated according to that plat of survey dated December 30, 2020, prepared for TJP Investments, LLC by Chris M. Patton, Georgia Registered Land Surveyor. This plat is recorded in Plat Book 2021, Page 139, Lumpkin County Records, and is incorporated herein by reference for a more detailed description.

This property is conveyed subject to all easements for roads and utilities in use or of record.

This deed to secure debt is given to secure a purchase money debt.

TO HAVE AND TO HOLD the said bargained property with all and singular the rights, members and appurtenances thereto appertaining, to the only proper use, benefit and behoof of Grantee, in fee simple and Grantor hereby warrants and covenants that Grantor is lawfully seized and possessed of said property, and has a good right to convey it; that it is unencumbered except as may be provided herein; and Grantor shall forever warrant and defend the title to said property unto Grantee against the claims of all and every other person or persons whomsoever.

THIS CONVEYANCE is made under the provisions of the existing Code of the State of Georgia to secure a debt (and interest thereon and other indebtedness as described herein) evidenced by a Promissory Note of even date made by Grantor to order of Grantee, for the principal sum of \$592,500.00. The final maturity date is June 23, 2024.

The indebtedness hereby secured includes any renewal or extension or modification of any part or all of said indebtedness; and if any portion of said indebtedness or any provision of this instrument shall be held invalid of any reason, it is the intent of the parties that such portion shall be severable, and such invalidity shall not affect the remainder of said debt or instrument. No release of any part of the property herein described or extension of all or any part of the indebtedness hereby secured, shall affect the personal liability of any person upon the indebtedness hereby secured, nor the priority of this instrument.

Should the indebtedness hereby secured be paid according to the tenor and effect thereof when the same shall become due and payable, and should Grantor perform all covenants, herein contained, then this deed shall be cancelled and surrendered, it being intended by the parties hereto that this instrument shall operate as a deed, and not as a mortgage.

TAXES, ASSESSMENTS, PRIOR LIENS AND INSURANCE. The Grantor covenants and agrees to pay all taxes and assessments that may be liens upon said property, as they become due; and

The Grantor covenants and agrees to provide fire and extended coverage insurance written by an insurance company authorized to do business in Georgia insuring the property and improvements on said property against the usual hazards insured by such policy in an amount not less than the cumulative total of all outstanding loans on the property with an endorsement naming the Grantee as FIRST MORTGAGEE; and

The Grantor covenants and agrees that any tax, assessment, prior lien or premium of insurance, not paid when due by the Grantor may be paid by the Grantee, and any sum so paid shall be added to the amount of said principal debt as part thereof, shall draw interest from the time of payment at the Promissory Note rate and shall, with interest, be covered by the security of this deed.

If Grantor fails to maintain any of the coverages described above, Grantee may obtain insurance coverage, at Grantee's option and Grantor's expense. Grantee is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Grantee, but might or might not protect Grantor, Grantor's equity in the property, or the contents of the property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Grantor acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Grantor could have obtained. Any amounts disbursed by Grantee to obtain insurance

coverage shall become additional debt of Grantor secured by this Deed to Secure Debt. These amounts shall bear interest at the Promissory Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Grantee to Grantor requesting payment.

PAYMENT OF PRINCIPAL, INTEREST, AND LATE CHARGES. The Grantor shall pay when due the principal of, and interest on, the debt evidenced by the Promissory Note and any late charges due under the Promissory Note. Payments due under the Promissory Note and this Deed to Secure Debt shall be made in U.S. currency. However, if any check or other instrument received by Grantee as payment under the Promissory Note or this Deed to Secure Debt is returned to Grantee unpaid, Grantee may require that any or all subsequent payments due under the Promissory Note and this Deed to Secure Debt be made in one or more of the following forms, as selected by Grantee: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Grantee when received at the location designated in the Promissory Note or at such other location as may be designated by Grantee in writing. Grantee may return any payment or partial payment if the payment or partial payments are insufficient to bring the indebtedness current. Grantee may accept any payment or partial payment insufficient to bring the indebtedness current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Grantee is not obligated to apply such payments at the time such payments are accepted. If each monthly payment is applied as of its scheduled due date, then Grantee need not pay interest on unapplied funds. Grantee may hold such unapplied funds until Grantor makes payment to bring the indebtedness current. If Grantor does not do so within a reasonable period of time, Grantee shall either apply such funds or return them to Grantor. If not applied earlier, such funds will be applied to the outstanding principal balance under the Promissory Note immediately prior to foreclosure. No offset or claim which Grantor might have now or in the future against Grantee shall relieve Grantor from making payments due under the Promissory Note and this Deed to Secure Debt or performing the covenants and agreements secured hereby.

APPLICATION OF PAYMENTS OR PROCEEDS. Except as otherwise described in this Deed to Secure Debt, all payments accepted and applied by Grantee shall be applied in the following order of priority: (a) interest due under the Promissory Note, (b) principal due under the Promissory Note, (c) late charges, (d) any other amounts due under this Deed to Secure Debt, and (e) to reduce the principal balance of the Note. Such payments shall be applied to each monthly payment in the order in which it became due. If Grantee receives a payment from Grantor for a delinquent monthly payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one monthly payment is outstanding, Grantee may apply any payment received from Grantor to the repayment of the monthly payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more monthly payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any outstanding late charges or other charges due under the Promissory Note or this Deed to Secure Debt.

Any application of payments, insurance proceeds, or other funds to principal due under the Promissory Note shall not extend or postpone the due date, or change the amount, of the monthly payments.

PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; INSPECTIONS. Grantor shall not destroy, damage or impair the property, allow the property to deteriorate or commit waste on the property. Whether or not Grantor is residing in the property, Grantor shall maintain the property in order to prevent the property from deteriorating or decreasing in value due to its condition. Grantor shall promptly repair the property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the property, Grantor shall be responsible for repairing or restoring the property only if Grantee has released proceeds for such purposes. Grantee may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the property, Grantor is not relieved of Grantor's obligation for the completion of such repair or restoration.

Grantee or its agent may make reasonable entries upon and inspections of the property. If Grantee has reasonable cause, Grantee may inspect the interior of the improvements on the property. Grantee shall give Grantor notice at the time of or prior to such an interior inspection specifying such reasonable cause.

HAZARDOUS SUBSTANCES. As used in this section: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Grantor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on the property. Grantor shall not do, nor allow anyone else to do, anything affecting the property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the property. The preceding two sentences shall not apply to the presence, use, or storage on the property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the property (including, but not limited to, hazardous substances in consumer products).

Grantor shall promptly give Grantee written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the property and any Hazardous Substance or Environmental Law of which Grantor has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the property. If Grantor learns, or is notified

by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the property is necessary, Grantor shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Grantee for an Environmental Cleanup.

RIGHT TO ACCELERATE: Grantor hereby further covenants and agrees that in case of any default in any partial payment of said indebtedness or in the due performance of any of the covenants herein expressed to be performed by the Grantor, then and in that event, the entire amount of said principal indebtedness, together with any and all sums paid for account of Grantee in accordance with the provisions above set forth, shall, at the option of Grantee, then and thereby become and be due and payable forthwith, with accrued interest, and all expenses and cost of collection, including fifteen centum of the amount due as attorney's fees, and the amount of such costs, expenses and fees shall be added to the amount of the debt hereby secured as part thereof, and as such shall also be covered by the security of this deed; and time is the essence of this contract.

APPOINTMENT OF A RECEIVER: Should default occur in the payment of any portion of the indebtedness secured hereby, or taxes, or insurance premiums herein mentioned, or in the performance of any obligation or condition recited herein, then and in that event Grantee shall be at liberty immediately to apply for and shall be entitled as a matter of right, without regard to the value of the property above described, or to the solvency or insolvency of Grantor, to the appointment of a receiver to collect the rents and profits of said property and with the power to sell said property under order of Court and apply the net proceeds of the sale toward the payment of the debt secured by this deed.

DUE ON SALE CLAUSE: This indebtedness is not assumable. If all or any part of the property or an interest therein is sold or transferred by borrower without Grantee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this deed, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three (3) years or less not containing an option to purchase, Grantee may, at Grantee's option, declare all the sums secured by this deed to be immediately due and payable. Grantee shall have waived such option to accelerate if, prior to the sale or transfer, Grantee and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Grantee and that the interest payable on the sums secured by this deed shall be at such rate as Grantee shall request. Acceptance by Grantee of one or more installment payments on the indebtedness secured hereby subsequent to any sale or change in ownership or possession of said real estate, or any part thereof, as to which the Grantee has not granted its written consent, shall not constitute a waiver of the Grantee's said option, which may be exercised by the Grantee at any time.

ASSIGNMENT OF RENTS: In consideration of the loan made Grantor by Grantee, and to further secure the indebtedness of Grantor to Grantee hereunder, Grantor hereby sells, assigns and transfers to Grantee all of the rent which shall hereafter become due or be paid on the above described property; but Grantee agrees that this rent assignment will not be enforced so long as no default on the part of Grantor exists under the terms and conditions of this deed, and while no such default exists, Grantee waives her rights to and her interest in said rents, but upon the occurrence of a default in the performance of any agreement or covenant to be performed by Grantor under the terms of this deed, Grantor agrees that Grantee may enter upon said property and collect the rents therefrom, and hereby

constitutes Grantee as Grantor's agent to declare the existence of a default hereunder, and Grantor hereby agrees that any tenant in said property or any renting agent in charge thereof shall be, and is hereby, authorized when a default shall be so declared to exist, to pay any such rents to Grantee, to be applied toward the payment of the debt secured hereby or as provided by law.

POWER OF SALE: In case the debt hereby secured shall not be paid when it becomes due, by maturity in due course, or by reason of a default as herein provided, Grantor hereby grants to Grantee, the following irrevocable power of attorney: To sell all or any part of the said property at auction, at the usual place for conducting sales at the Courthouse in the County where the land or any part thereof lies, in said State, to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in a newspaper published in the County where the land or any part thereof lies, or in the paper in which the Sheriff's advertisements for such County are published, all other notice being hereby waived by Grantor; and Grantee (or any person on behalf of Grantee) may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a sufficient conveyance of said property in fee simple, which conveyance may contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends, and Grantor hereby constitutes and appoints Grantee the agent and attorney in fact of Grantor to make such recitals, and hereby covenants and agrees that the recitals so made by Grantee shall be binding and conclusive upon Grantor, and that the conveyance to be made by Grantee shall be effectual to bar equity of redemption of Grantor in and to said property, and Grantee shall collect the proceeds of such sale, and after reserving therefrom the entire amount of principal and interest due, together with the amount of taxes, assessments and premiums of insurance or other payments theretofore paid by Grantee, with eight per centum per annum thereon from date of payment, together with all costs and expenses of sale and fifteen per centum of the aggregate amount due for attorney's fees, shall pay any over-plus to Grantor as provided by law.

AND Grantor further covenants that in case of a sale as hereinbefore provided, Grantor, or any person in possession under Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over.

The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

It is agreed that the Grantee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the loan secured hereby.

RIGHT TO CURE: Upon the occurrence of an event of default under the Note secured hereby and this Deed to Secure Debt and prior to placing an advertisement for notice of foreclosure and sale of the Property, the Grantee herein agrees to: (a) notify Grantor in writing of such default; specifying the nature thereof and the actions necessary to cure said default; (b) permit Grantor to cure such default within ten (10) days from the date of such notice by making payment or doing such other act or things which may be considered by the Grantee herein necessary or proper.

WAIVER OF BORROWER'S RIGHTS. GRANTOR HEREBY EXPRESSLY WAIVES ANY RIGHT GRANTOR MAY HAVE UNDER THE CONSTITUTION OF THE STATE OF GEORGIA OR THE CONSTITUTION OF THE UNITED STATES OF AMERICA TO NOTICE OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED TO GRANTEE BY THIS SECURITY DEED, AND WAIVES GRANTOR'S RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE UNDER POWER DULY CONSUMMATED IN ACCORDANCE WITH THE PROVISIONS OF THIS DEED TO SECURE DEBT ON THE GROUND (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT PRIOR NOTICE OR JUDICIAL HEARING OR BOTH. GRANTOR FURTHER HEREBY EXPRESSLY WAIVES ALL HOMESTEAD EXEMPTION RIGHTS, IF ANY, WHICH GRANTOR OR GRANTOR'S FAMILY MAY HAVE PURSUANT TO THE CONSTITUTION OF THE UNITED STATES, THE STATE OF GEORGIA OR ANY OTHER STATE OF THE UNITED STATES, IN AND TO THE PREMISES AS AGAINST THE COLLECTION OF THE INDEBTEDNESS, OR ANY PART THEREOF. ALL WAIVERS BY GRANTOR IN THIS PARAGRAPH HAVE BEEN MADE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY BY GRANTOR, AFTER GRANTOR HAS BEEN AFFORDED AN OPPORTUNITY TO BE INFORMED BY COUNSEL OF GRANTOR'S CHOICE AS TO POSSIBLE ALTERNATIVE RIGHTS. GRANTOR'S EXECUTION OF THIS DEED TO SECURE DEBT SHALL BE CONCLUSIVE EVIDENCE OF THE WAIVER AND THAT SUCH WAIVER HAS BEEN VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY MADE.

NOTICES. All notices given by Grantor or Grantee in connection with this Deed to Secure Debt must be in writing. Any notice to Grantor in connection with this Deed to Secure Debt shall be deemed to have been given to Grantor when mailed by first class mail or when actually delivered to Grantor's notice address if sent by other means. Notice to any one Grantor shall constitute notice to all Grantors unless applicable law expressly requires otherwise. Grantor's notice address shall be 383 Hwy 53 West, Dawsonville, GA 30534, unless Grantor has designated a substitute notice address by notice to Grantee. Grantor shall promptly notify Grantee of Grantor's change of address. There may be only one designated notice address under this Deed to Secure Debt at any one time. Any notice to Grantee shall be given by delivering it or by mailing it by first class mail to Grantee's address stated herein unless Grantee has designated another address by notice to Grantor. Any notice in connection with this Deed to Secure Debt shall not be deemed to have been given to Grantee until actually received by Grantee. If any notice required by this Deed to Secure Debt is also required under applicable law, the applicable law requirement will satisfy the corresponding requirement under this Deed to Secure Debt.

Any notice of default or event of default shall be deemed sufficiently given if sent by United States certified mail, return receipt requested, with proper postage, addressed to Grantor at the notice address set out above. Said notice shall be deemed received three days after the postmark date.

The title, interest, rights and powers granted herein by Grantor to Grantee, particularly the power of sale granted herein, shall inure to the benefit of anyone to whom Grantee shall assign the indebtedness herein secured, and/or convey the property herein described, as well as to the successors and legal representatives of Grantee.

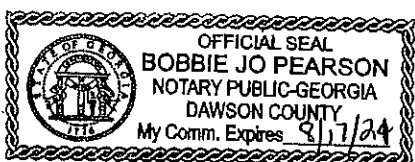
Whenever the terms "Grantor" or "Grantee" are used in this deed such terms shall be deemed to include the heirs, administrators, executors, successors and assigns of said parties. All rights and powers herein granted to the Grantee shall inure to and include, its heirs, administrators, executors, successors and assigns, and all obligations herein imposed on the Grantor shall extend to and include Grantor's heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and sealed the day and year first above written.

Signed, sealed and delivered
in our presence this 24th day
of June, 2021.

Lyndy Smith
Unofficial Witness

Bobbie Jo Pearson
Notary Public
Commission Expires: 8/17/2024



RMAK Properties, LLC

By:

Adam Smith (SEAL)
Adam Smith, Managing Member

Attachment: CAM Final Packet (2022 - 01 : Resolution to Amend the Character Area Map)

D2021004042

BK:1515 PG:680-681

FILED IN OFFICE
CLERK OF COURT
06/28/2021 08:29 AM
RITA HARKINS, CLERK
SUPERIOR COURT
LUMPKIN COUNTY, GA



REAL ESTATE
TRANSFER TAX
PAID: \$592.50

PT-61 093-2021-001635

After recording return to:
Horne & Edelberg, P.C.
PO Box 37
Dahlonega, GA 30533

3433540228
PARTICIPANT ID

LIMITED WARRANTY DEED

STATE OF GEORGIA,
COUNTY OF LUMPKIN.

THIS INDENTURE, Made this 23rd day of June, 2021 between TJP Investments, LLC, of the first part, and RMAK Properties, LLC, of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of TEN AND 00/100s DOLLARS (\$10.00) and Other Valuable Consideration, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, the following-described property:

All that tract or parcel of land lying and being in Land Lots 94 & 99 of the 11th District of Lumpkin County, Georgia, consisting of 64.17 acres, more or less, and being more particularly described and delineated according to that plat of survey dated December 30, 2020, prepared for TJP Investments, LLC by Chris M. Patton, Georgia Registered Land Surveyor. This plat is recorded in Plat Book 2021, Page 139, Lumpkin County Records, and is incorporated herein by reference for a more detailed description.

This property is conveyed subject to all easements for roads and utilities in use or of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns, forever, in Fee Simple.

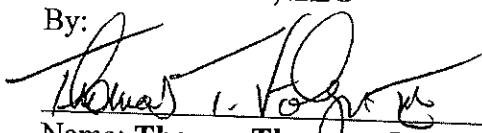
AND THE SAID party of the first part, for its successors and assigns, will warrant and forever defend the right and title to the above described property, unto the said party of the second part, its successors and assigns, against all persons claiming by, through or under Grantor.

Page Two
Limited Warranty Deed

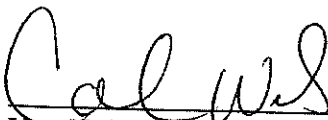
IN WITNESS WHEREOF, the said party of the first part, acting by and through its duly authorized managing member, has hereunto set its hand and seal, the day and year above written.

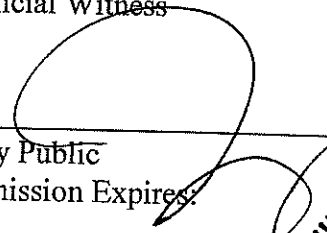
TJP Investments, LLC

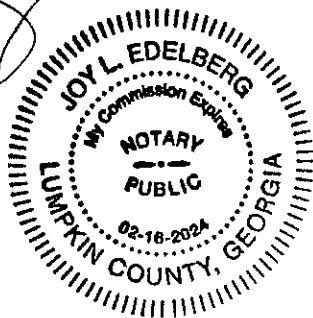
By:

 (SEAL)
 Name: **Thomas Thurman Folger, III**
 Title: **Managing Member**

Signed, sealed and delivered
 in the presence of:


 Unofficial Witness


 Notary Public
 Commission Expires:



PUBLIC NOTICE

A PUBLIC HEARING WILL BE HELD BY THE LAMAR COUNTY PLANNING COMMISSION ON THE PROPOSED PROJECTS OF THE LAMAR COUNTY COURTHOUSE CONSTRUCTION PROJECT.

DATE: 12-13-2023 TIME: 2:00pm

PUBLIC HEARING
Lamar County Building Commission

2023 December 13th, 2023
2:00 PM

The Lamar County Building Commission will hold a public hearing on the proposed projects of the Lamar County Courthouse Construction Project. The hearing will be held on December 13th, 2023, at 2:00 PM. The projects include the construction of a new courthouse building, the renovation of the existing courthouse building, and the construction of a new parking lot. The hearing will be held at the Lamar County Courthouse, 100 West Main Street, Lamar, MO 64501. For more information, please contact the Lamar County Building Commission at (417) 335-1234.

COMPLETION OF THE PROJECTS IS ESTIMATED TO BE COMPLETED BY THE YEAR 2025.

PROJECT: 2023-2025 YEAR: 2023

EMAIL: PLANNING@LAMARCOUNTYMO.GOV

PUBLIC NOTICE

A PUBLIC HEARING WILL BE HELD BY THE LAMAR COUNTY PLANNING COMMISSION ON THE PROPOSED PROJECTS OF THE LAMAR COUNTY COURTHOUSE CONSTRUCTION PROJECT.

DATE: 12-13-2023 TIME: 6:00pm

PUBLIC HEARING
Lamar County Building Commission

2023 December 13th, 2023
6:00 PM

The Lamar County Building Commission will hold a public hearing on the proposed projects of the Lamar County Courthouse Construction Project. The hearing will be held on December 13th, 2023, at 6:00 PM. The projects include the construction of a new courthouse building, the renovation of the existing courthouse building, and the construction of a new parking lot. The hearing will be held at the Lamar County Courthouse, 100 West Main Street, Lamar, MO 64501. For more information, please contact the Lamar County Building Commission at (417) 335-1234.

COMPLETION OF THE PROJECTS IS ESTIMATED TO BE COMPLETED BY THE YEAR 2025.

PROJECT: 2023-2025 YEAR: 2023

EMAIL: PLANNING@LAMARCOUNTYMO.GOV

Sec. 27-72. Character area map amendments.

1. The Lumpkin County Board of Commissioners may amend the Character Area Map (CAM) developed as part of the Lumpkin County 2017 Comprehensive Plan, and referred to in this chapter as the "Character Area Map" or "CAM", either on its own initiative or upon the request of a property owner desiring to change the character area designation of their property.
2. Applications from property owners requesting a change to the CAM shall meet the following requirements:
 - A. The applicant must submit a completed map amendment application, which shall be provided by the planning department.
 - B. The applicant shall submit such other supplemental information that is requested by the planning department regarding the map change in a timely manner in order to complete the application. The planning department shall review the application for completeness within ten days of submission. Incomplete or improper applications will be returned to the applicant for resubmission.
 - C. Once a completed application is received, the application will be presented to the planning commission at the next regularly public hearing that has been properly advertised pursuant to the terms section 27-74.
 - D. The recommendation of the planning commission shall be provided to the board of commissioners, which shall then consider the application at its next regularly scheduled and properly advertised public meeting pursuant to the terms section 27-74.
 - E. Any map amendment that so alters the CAM as to warrant an update of the underlying comprehensive plan, may be deemed a major map amendment by the planning department, the planning commission, or the board of commissioners and may be tabled until a sufficient review and update to the comprehensive plan is completed.
3. The planning department, the planning commission, and the board of commissioners shall apply the following standards governing CAM amendments.
 - A. Whether the land use amendment proposal meets the policies and intent established in the current comprehensive plan and the CAM.
 - B. Whether the land use amendment proposal is compatible with the surrounding future land uses as identified in the CAM;
 - C. Whether the CAM amendment proposal can be adequately served by existing transportation facilities and other infrastructure, such as schools, water and sewer;
 - D. Whether the CAM amendment proposal negatively impacts natural and scenic resources identified by the county;
 - E. Whether the CAM amendment proposal is in the best interest of the county and the public good and whether the proposal protects the health and welfare of its citizens; and
 - F. Whether the property to be affected by the CAM amendment proposal has a reasonable economic use as currently designated on the CAM.
4. Appeals of a final decision on CAM amendments shall follow provisions of section 27-76 below.

(Res. No. 2019-05, 1-22-2019)



Lumpkin County, Georgia

Election and Voter Registration Department

Date: December 21, 2021

Agenda Item: Resolution Requesting General Assembly Approval of Revised Lumpkin County District Map

Item Description: Resolution Requesting General Assembly Approval of Revised Lumpkin County District Map.

Lumpkin County Resolution No. 2021 –71

A Resolution Requesting Approval by the Georgia General Assembly of New Commissioner Districts for the Lumpkin County Board of Commissioners, and a Corresponding Map, Based on the United States Decennial Census of 2020

Whereas, by virtue of Legislation passed by the Georgia General Assembly, Ga. Laws 2001, page 4272, as amended, the Board of Commissioners of Lumpkin County consists of a Chairman elected at large and four (4) members elected from single member districts as established and defined by the General Assembly; and

Whereas, the Commissioner Districts are to be drawn in such a way as to provide for equal representation by and among the districts (sometimes referred to under the principle of "one man, one vote"), and in a manner that complies with the provisions of the federal Voting Rights Act, particularly Sections 2 and 5 thereof; and

Whereas, in order to achieve these goals information from the most current United States Census should be considered and utilized in order for each of the four (4) districts to contain an equal and proportionate distribution of voting age residents; and

Whereas, the United States Decennial Census of 2020 has been completed and current population and demographic information for Lumpkin County is now available; and

Whereas, based upon an evaluation of the population and demographic data contained in the 2020 Census results for Lumpkin County, the Legislative and Congressional Reapportionment Office of the Georgia General Assembly has proposed revisions to the boundaries of Lumpkin County's four (4) Commissioner Districts in order that said districts will continue to meet, as far as practicable, the goals set forth above; and

Whereas, the Legislative and Congressional Reapportionment Office of the Georgia General Assembly has also prepared a proposed map depicting the four (4) Commissioner Districts based on the proposed revisions to the boundaries of same, and a true and correct copy of said map is attached to this Resolution; the written description and map as referred to herein are identified as: Draft 2 – Lumpkin County Commission and School Board Districts, Client: Lumpkin, Plan: lumpkinccsb-draft2-2021, Type: Local; and

Whereas, the four districts of the Board of Education will continue to be co-terminus with those of the Board of Commissioners; and

Whereas, the Lumpkin County Board of Commissioners has determined that said revisions should be submitted to the legislative delegation representing Lumpkin County in the Georgia General Assembly, with a request from said Board that the new districts and the corresponding map be approved and adopted by the General Assembly through an Act of Local Legislation.

Now, therefore, it is hereby resolved by the Lumpkin County Board of Commissioners as follows:

1. The legislative delegation representing Lumpkin County in the Georgia General Assembly is hereby respectfully requested to introduce at the next legislative session, and seek passage of legislation that will adopt and enact revisions to the four (4) Lumpkin County Commissioner Districts and Lumpkin County Board of Education Districts as described in the attached plan and map prepared by the Legislative and Congressional Reapportionment Office of the Georgia General Assembly and identified as: Draft 2 – Lumpkin County Commission and School Board Districts, Client: Lumpkin, Plan: lumpkinccsb-draft2-2021, Type: Local.

2. The legislative delegation representing Lumpkin County in the Georgia General Assembly is hereby respectfully requested to provide the Lumpkin County Board of Commissioners with a draft of the bill prepared pursuant to this request, for review and comment by said Board, prior to the introduction of said bill for consideration by the General Assembly.

Resolved, adopted and effective this 21st day of December, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:

lumpkinccsb-draft2-2021 overlay

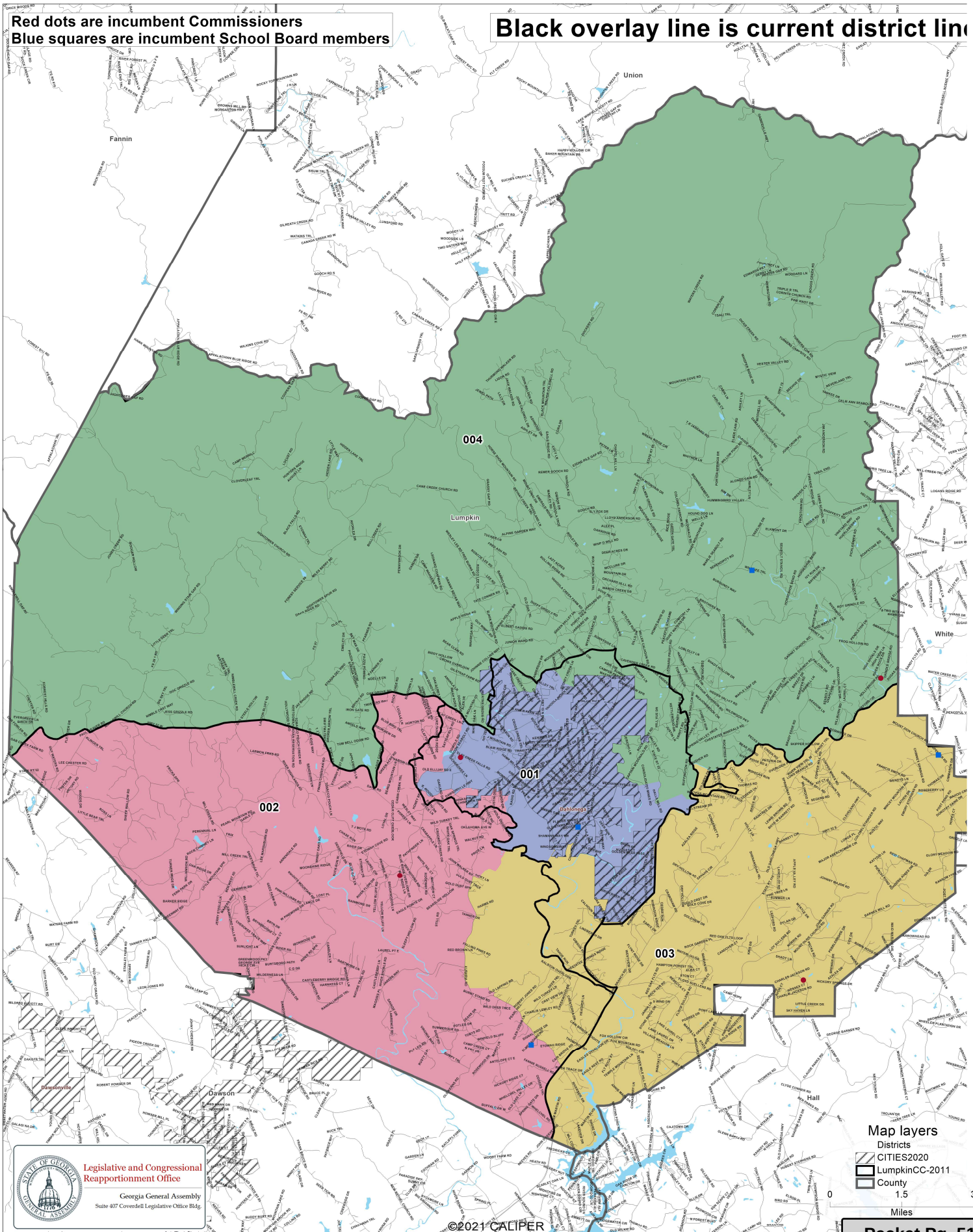
Draft 2- Lumpkin County Commission and School Board Districts

11.a

Client: Lumpkin
Plan: lumpkinccsb-draft2-2021
Type: Local

Red dots are incumbent Commissioners
Blue squares are incumbent School Board members

Black overlay line is current district line



Attachment: lumpkinccsb-draft2-2021 overlay (2021 - 71 : Resolution Requesting General Assembly Approval of Revised Lumpkin County



Legislative and Congressional
Reapportionment Office

Georgia General Assembly
Suite 407 Coverdell Legislative Office Bldg.

©2021 CALIPER

Map layers

- Districts
- CITIES2020
- LumpkinCC-2011
- County

0 1.5 3
Miles

Packet Pg. 51



Lumpkin County, Georgia

Finance Department

Date: December 21, 2021

Agenda Item: Hazardous Waste Trust Fund Application

Item Description: Hazardous Waste Trust Fund Application. Georgia Department of Natural Resources Environmental Protection Division Hazardous Waste Trust Fund Application & Authorizing Resolution

Facts & Historical Information:

Section 12-8-95 of the Georgia Hazardous Site Response Act establishes the Hazardous Waste Trust Fund (HWTF) and provides for reimbursement of eligible local government costs in the investigation and remediation of solid waste handling facilities listed on the State Hazardous Site Inventory or the Federal National Priorities List.

The Lumpkin County, Barlow Road Landfill is a closed Municipal Solid Waste (MSW) landfill, which is currently used as a transfer station. The facility began operations in the 1970s and ceased operations on December 7, 1998. Wells are purged and sampled as required by EPD. Detection monitoring and assessment monitoring are conducted on an annual basis.

The County has received reimbursement from the HWTF on three occasions:

- | | |
|---------|--------------|
| 1. 2002 | \$127,392.13 |
| 2. 2008 | \$13,240.13 |
| 3. 2017 | \$90,039.78 |

Eligible costs since the 2017 reimbursement total \$57,241.20.

Staff is asking for consideration by the Board of Commissioners to authorize submission of a HWTF application and receipt of such funds, if approved by Georgia EPD.

Potential Courses of Action:

- A. Authorize submission of a HWTF application and receipt of funds.
- B. Take no action.

Budget Impact: By not submitting an application, the County will not be reimbursed the \$57,241.20 in eligible costs.

Staff Recommendation: Staff recommends approval of the HWTF application and receipt of funds.

LUMPKIN COUNTY RESOLUTION NO. 2021-72

**A RESOLUTION TO AUTHORIZE THE SUBMISSION OF AN
APPLICATION FOR FUNDING FROM THE HAZARDOUS WASTE TRUST FUND**

Whereas, Lumpkin County is a “local government” as defined in the Rules of the Georgia Department of Natural Resources, Environmental Protection Division (hereinafter, “EPD Rules”), Rule number 391-3-19-.09; and

Whereas, Lumpkin County is a county/municipal corporation within the meaning of O.C.G.A Section 12-8-95(b)(4) and EPD Rule 391-3-13-.09; and

Whereas, the site more particularly described in Exhibit “A” attached hereto is a solid waste handling facility as defined by EPD Rule 391-3-4-.10(67) (hereinafter, “the Site”), and has been placed on the Hazardous Site Inventory pursuant to the Hazardous Site Response Act (O.C.G.A., Section 12-8-90 et seq.); and

Whereas, the Director of the Georgia Department of Natural Resources, Environmental Protection Division (“EPD”) has notified Lumpkin County in writing that it is a “responsible party” (as defined in EPD Rule 391-3-19-.02(2)(s)) for the Site; and

Whereas, Lumpkin County has already expended certain costs associated with the investigation, remediation, post-closure care and maintenance of the Site (hereinafter, “the Costs”); and

Whereas, the Costs (or a portion thereof) may be eligible for reimbursement to Lumpkin County by the Director of EPD from the Hazardous Waste Trust Fund (pursuant to O.C.G.A. Section 12-8-90 et seq., EPD Rule 391-3-19-.09 and other pertinent law), provided said Costs (or portion thereof) are determined by EPD to the “Eligible Costs” (as defined in EPD Rule 391-3-19-.09(4)(a)), and provided Lumpkin County has met the “Eligibility Requirements” set forth in EPD Rule 391-3-19-.09(2); and

Whereas, the said “Eligibility Requirements” set forth in EPD Rule 391-19-.09(2) require, among other things, that the following criteria be met in order for the Costs (or portion thereof) to be eligible for reimbursement and/or advance:

- “... (e) the state or local government has adopted an authorizing resolution; and
- (f) the state or local government has submitted to the Director [of EPD] a completed application for financial assistance on forms as provided by the Director...”; and

Whereas, Lumpkin County desires to make application to EPD for reimbursement of the Costs (or a portion thereof) on form(s) provided by the Director of EPD (as completed and attached hereto as Exhibit “B”) and to take any other action which may be necessary or appropriate to have the Costs (or portion thereof) fully considered for such purposes; and

Whereas, in the event the attached application(s) are approved by EPD, Lumpkin County desires to receive the sums approved by EPD as reimbursement of the Costs (or a portion thereof), and to process, administratively handle and utilize said sums for such approved purchases; and

Whereas, Lumpkin County is confident that it can otherwise satisfy the “Eligibility Requirements” set forth in EPD Rule 391-3-19-.09(2);

Now therefore, it is hereby resolved that the Chairman of the Lumpkin County Board of Commissioners is hereby fully authorized to complete and execute the application attached hereto as Exhibit “B” on behalf of Lumpkin County, and to submit same to EPD for its consideration.

Be it further resolved that the Chairman of the Lumpkin County Board of Commissioners is hereby authorized to take any and all other action, without further approval of the Lumpkin County Board of Commissioners (including, but not limited to, executing supplemental forms, application amendments, additional

applications and the like, and providing additional information or documentation), which may be necessary or appropriate in order for the Costs (or a portion thereof) to be fully considered by EPD for reimbursement from the Hazardous Waste Trust Fund in accordance with the provisions of O.C.G.A. Section 12-8-90 et seq., EPD Rule 391-19-.09; and other pertinent law.

Resolved, adopted and effective this 21st day of December, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:

HWTF Attachments 11.19.21

HWTF Application for Reimbursement Part 1 11.19.21

HWTF Application for Reimbursement Part 2 11.19.21



"Economical Solutions to Environmental Problems"

Site and Environmental Monitoring History of the Site

The Lumpkin County, Barlow Road Landfill [Permit No. 093-003D(SL)] is a closed Municipal Solid Waste (MSW) landfill (currently used as a transfer station) located in Dahlonega, Georgia. The facility began operations in the 1970's according to the GEPD's Solid Waste File and ceased operations on December 7, 1998.

There are fifteen (15) total wells including two (2) background wells and thirteen (13) compliance wells. There are four (4) surface water locations. The site is sampled for groundwater semi-annually. The site has an approved Assessment of Corrective Measures and Corrective Action Program.

Wells are purged and sampled using a portable low-flow QED bladder pump and a low-flow methodology and sampling protocol as required by EPD. Parameters are monitored and low-flow sampling protocol generally follows procedures outlined by EPA Region IV.

Detection Monitoring is conducted during the 1st Half monitoring event and consists of sampling all wells for Appendix I parameters. Assessment Monitoring is conducted during the 2nd Half monitoring event and consists of sampling GWA-2, GWC-2, GWC-3, GWC-4, GWC-9, GWC-10, GWC-13, and GWC-14 for the full list of Appendix II parameters, as well as Monitored Natural Attenuation (MNA) parameters. Groundwater well GWA-1 is not sampled for MNA parameters, but it is included in the MNA network for comparison to background concentrations.

Results from sampling for MNA parameters suggests that natural attenuation is still occurring at this site. The two wells of greatest concern were GWC-2 and GWC-3. cis-1,2-Dichloroethene has not been detected in GWC-2 since June 2001. cis-1,2-Dichloroethene has not exceeded 20 µg/l in GWC-3 during the past twelve (12) sampling events. This falling trend suggests that natural attenuation is still occurring at this site. It is AEM's opinion that the goals of the Corrective Action Plan are being achieved.

An updated potable well inventory is completed for the area surrounding the facility on an annual basis. Well locations can also be viewed online at <http://goo.gl/dqsdD>.




W. Mark Bailey, P.G.
Senior Environmental Geologist
Advanced Environmental Management, Inc.

**GEORGIA ENVIRONMENTAL PROTECTION DIVISION
HAZARDOUS SITE INVENTORY**

 Site Number **10490**

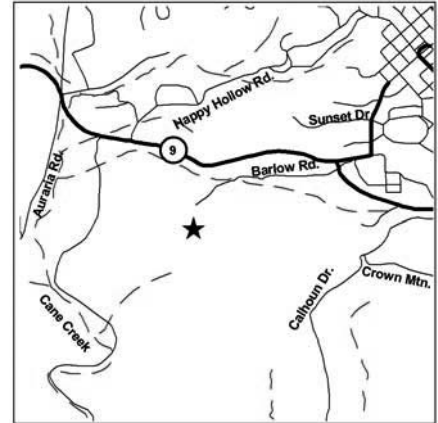
SITE NAME: Lumpkin Co. - Barlow Rd. MSWL
LOCATION: Barlow Rd. off State Hwy. 9
 Dahlonega, Lumpkin County, GA 30533

Latitude 34° 31' 28" N Longitude 83° 59' 57" W

ACREAGE	PARCEL NUMBER	DATE LISTED
13.09	061 034 C01	8/14/1997
37.65	061 034 D02	8/14/1997

LAST KNOWN PROPERTY OWNER:

Lumpkin County
 99 Courthouse Hill, Ste. A
 Dahlonega, GA 30533


STATUS OF CLEANUP ACTIVITIES:

Cleanup activities are being conducted for source materials and groundwater.

CLEANUP PRIORITY: The Director has designated this site as a Class IV

GA EPD DIRECTOR'S DETERMINATION REGARDING CORRECTIVE ACTION:

The Director has determined that this site requires corrective action.

REGULATED SUBSTANCES RELEASED, AND THREATS TO HUMAN HEALTH AND ENVIRONMENT POSED BY THE RELEASE:

This site has a known release of Vinyl chloride in groundwater at levels exceeding the reportable quantity. No human exposure via drinking water is suspected from this release. The nearest drinking water well is less than 0.5 miles from the area affected by the release.

REGULATED SUBSTANCES:

Substance Name	GW	Soil	Substance Name	GW	Soil
1,1-Dichloroethane	☒	☐	Barium	☒	☐
Benzene	☒	☐	Cis-1,2-Dichloroethene	☒	☐
Cobalt {reference only, not regulated substance}	☒	☐	Dichloromethane	☒	☐
Tetrachloroethene	☒	☐	Vinyl chloride	☒	☐
Zinc	☒	☐			

Attachment: HWTF Attachments 11.19.21 (2021 - 72 : Hazardous Waste Trust Fund Application)

000240

974116

WARRANTY DEED

David Junk

STATE OF GEORGIA

LUMPKIN COUNTY

THIS INDENTURE, made the 30TH day of July, 1997, between

J. M. McCURRY

, hereinafter called "Grantor", and

THE GOVERNING AUTHORITY OF LUMPKIN COUNTY

hereinafter called "Grantee/s", (the words "Grantor/s" and "Grantee/s" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: The Grantor/s, for and in consideration of THE EXCHANGE OF REAL PROPERTY, receipt of which is hereby acknowledged has/have granted, sold, transferred and conveyed, and by these presents does/do grant, sell, transfer and convey unto Grantee/s:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

This conveyance is made subject to all existing easements and restrictions of record.

This conveyance is also made subject to the terms and conditions contained in Exhibit "B" attached hereto and incorporated herein by reference.

Grantor hereby notifies Grantee pursuant to O.C.G.A. 44-5-48 that subject property has been used as a commercial landfill for at least twenty years and that said landfill contains all types of materials historically deposited in landfills.

TO HAVE AND TO HOLD, in fee simple. And Grantor/s will warrant and forever defend the right and title to said premises unto Grantee/s against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor/s' hand and seal have been hereunto affixed, the day and year first above written.

Signed, sealed and delivered in the presence of:

GEORGIA LUMPKIN COUNTY
REAL ESTATE TRANSFER TAX
PAID \$ 233.60
DATE 07.30.97
Edward E. Tucker
EDWARD E. TUCKER, CLERK

WITNESS

NOTARY PUBLIC

3/11/97
HALL COUNTY

GEORGIA, LUMPKIN COUNTY
CLERK'S OFFICE SUPERIOR COURT
FILED 07-30-97
Booked in 240-243
The 30th day of July, 1997
Edward E. Tucker
EDWARD E. TUCKER, CLERK

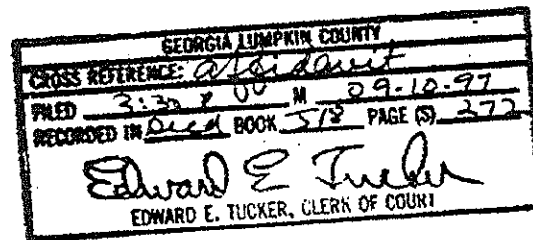
EXHIBIT A

000241

ALL THAT TRACT or parcel of land lying and being in the 12th District, 1st Section of Lumpkin County, Georgia and being all of Land Lot 860, excepting 3.25 acres in said District and Section being more particularly described as follows:

BEGINNING at a concrete monument, said concrete monument being the southeast corner of Land Lot 860 in said District and Section; thence north 86 degrees, 15 minutes west a distance of 1,397.34 feet to an iron stake; thence north 09 degrees, 30 minutes west 1,314.7 feet to an iron stake; thence north 89 degrees, 49 minutes east 1,386.2 feet to an iron stake; thence south 135.5 feet to an iron stake on the right of way of the south side of Barlow Road; thence a southwesterly direction along and with the right of way of Barlow Road a distance of 655 feet to an iron stake on south side of right of way on Barlow Road; thence south 37 degrees, 27 minutes east 216 feet to an iron stake; thence north 59 degrees, 50 minutes east 479.9 feet to an iron stake; thence south 0 degrees, 29 minutes east 992 feet to a concrete monument and being the point of beginning. Being all of the same property as conveyed to JAMES M. MCCURRY as shown of record in Deed Book Q-2, Pages 513 and 514 of the Lumpkin County, Georgia deed records, said deed dated October 20, 1965, excepting the mineral interest only from the above described property.

ALSO, ALL THAT TRACT or parcel of land lying and being in Land Lot 859, 12th District, 1st Section, Lumpkin County, Georgia and being more fully described by a Plat prepared by Michael L. Scupin, Georgia Registered Land Surveyor, and being entitled, "Survey for Marvin Brackett, et al." dated: December 20, 1985, and as per said plat, the property contains 6.27 acres, more or less, the subject plat being of record in Plat Book 17, Page 169, Lumpkin County records. Said Plat is hereby incorporated by reference.



EMC
CR

000242

The parties understand and agree that there are presently two radio, telephone and or microwave towers on the McCurry Property and that the respective owners of said towers have leased their respective sites from McCurry and are currently paying rent to him. The lessees of the tower sites are Cellico Partnership d/b/a Bell Atlantic Nynex Mobile, successor in interest to Horizon Cellular Telephone Company of Dawson L.P. (memorandum of lease recorded in Deed Book S-14, Pages 90-97), and BellSouth Mobility, Inc. (memorandum of lease recorded in Deed Book Z-13, Pages 215-218). The County agrees that the conveyance to it of the McCurry Property shall be subject to the leasehold rights of the owners of said towers as tenants of McCurry. The County further agrees to honor said leases and to allow the towers to remain thereon and the County shall not interfere with the rights of the tenants under said leases. The County further agrees to honor the easement rights the owners of said towers have to come upon the property and to maintain said towers. The rights of tenants of the tower site leases shall include subsequent tenants who may own and operate the towers and the County's obligation to honor the rights of tenants shall devolve upon any subsequent tenants of the tower sites. The County agrees that McCurry, his heirs, executors and assigns, may continue to collect the rent on said towers for the term of said leases or any renewals, extensions or replacements thereof, so long as said towers are in use. The parties agree that at the expiration or termination of the tower leases, the tower sites shall be the property of the County, unless the leases provide otherwise; provided that, upon the expiration or termination of any tower lease, McCurry shall have a period of ninety (90) days to lease said tower to a new tenant and that, so far as the County is concerned, said new tenant shall succeed to all the rights and responsibilities of the previous tenant. The Warranty deed from McCurry will reflect the provisions of the paragraph.

Nothing in this Agreement or in any documents which may be executed pursuant hereto shall constitute or be construed as a waiver of any of the County's sovereign immunity rights.

EXHIBIT "B"

jmc
CR

000243

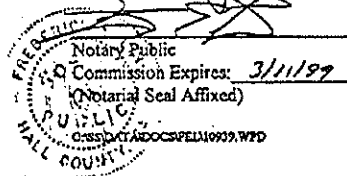
**ADDENDUM TO
WARRANTY DEED FROM J. M. McCURRY TO THE
GOVERNING AUTHORITY OF LUMPKIN COUNTY
JULY 30, 1997**

The Governing Authority of Lumpkin County, grantee herein, executes this addendum for the purpose of expressing its approval and assent to the terms set forth in Exhibit B attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned sets its hand and seal the day and year first written above.

Signed, sealed and delivered in
the presence of:

Witness



THE GOVERNING AUTHORITY OF
LUMPKIN COUNTY

By:

Charlie A. Ridley, Sole Commissioner

me
CR

Attachment: HWTF Attachments 11.19.21 (2021 - 72 : Hazardous Waste Trust Fund Application)

006269

GEORGIA, LUMPKIN COUNTY
CLERK OF SUPERIOR COURT

Filed 10-15-01 at 10-5-01
Recorded in Book D 28 Page 297-299

After recording return to:
Horne & Horne, P.C.
P.O. Box 37
Dahlonega, Georgia 30533

Edward E. Tucker
EDWARD E. TUCKER, CLERK

GEORGIA LUMPKIN COUNTY
REAL ESTATE TRANSFER TAX
PAID -D- Exempt
DATE 10-5-01
Edward E. Tucker
EDWARD E. TUCKER, CLERK

WARRANTY DEED

STATE OF GEORGIA,
COUNTY OF LUMPKIN.

THIS INDENTURE, Made this 14th day of September, in the Year of Our Lord Two Thousand One (2001) between **Hardman Travel Corporation, Bill T. Hardman, Jean Hails, Abit Massey, George Robinette, Spurgeon Richardson and Virlyn Slaton** of the first part, and **Lumpkin County**, a political subdivision of the State of Georgia of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of TEN AND 00/100s DOLLARS (\$10.00) and Other Valuable Consideration, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, the following-described property:

All that tract or parcel of land lying and being in Land Lot 861 of the 12th District, 1st Section of Lumpkin County, and being more particularly described as follows:

Begin at the northwest original land lot corner of Land Lot 861 and run thence South 86° 17' 12" East a distance of 1395.94 feet to a concrete monument at the northeast original land lot corner of Land Lot 861; thence run South 83° 01' 30" West a distance of 1404.02 feet to an iron pin located on the western land lot line of Land Lot 861; thence run North 00° 01' East a distance of 262.00 feet to the northwest original land lot corner of Land Lot 861 and the point of beginning.

This property is conveyed subject to all easements in use or of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns, forever, in Fee Simple.

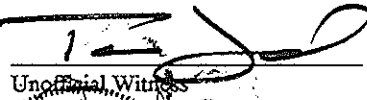
AND THE SAID parties of the first part, for their heirs, executors and administrators, will warrant and forever defend the right and title to the above described property, unto the said party of the second part, its successors and assigns, against the claims of all persons whomsoever.

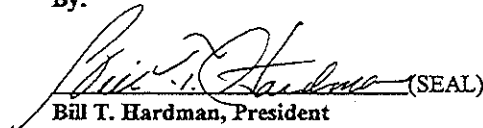
Page Two
 Warranty Deed
 Lumpkin County/Hardman etal.

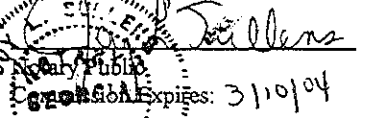
IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands
 and seals the day and year above written.

Signed, sealed and delivered
 this 14th day of September, 2001.

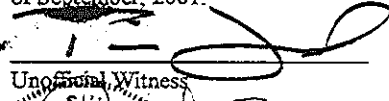
Hardman Travel Corporation
 By:

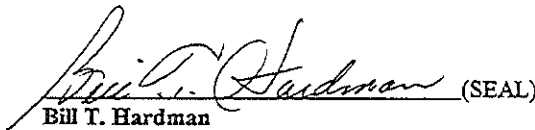

 Unofficial Witness

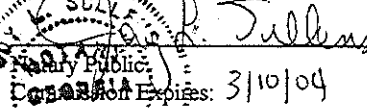
 (SEAL)
 Bill T. Hardman, President


 Notary Public
 Commission Expires: 3/10/04

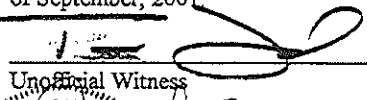
Signed, sealed and delivered
 in our presence this 14th day
 of September, 2001.

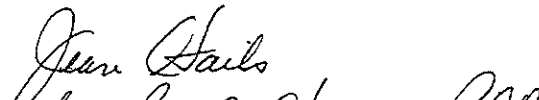
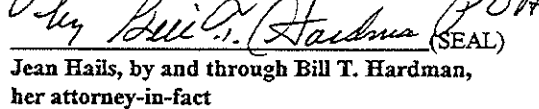

 Unofficial Witness

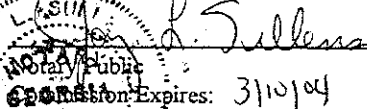
 (SEAL)
 Bill T. Hardman


 Notary Public
 Commission Expires: 3/10/04

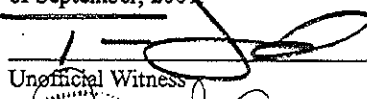
Signed, sealed and delivered
 in our presence this 14th day
 of September, 2001.

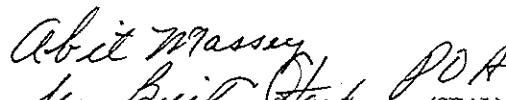
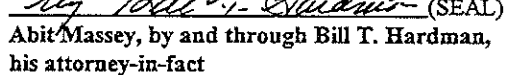

 Unofficial Witness

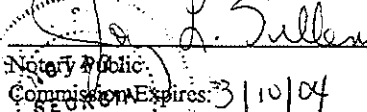

 by  (SEAL)
 Jean Hails, by and through Bill T. Hardman,
 her attorney-in-fact


 Notary Public
 Commission Expires: 3/10/04

Signed, sealed and delivered
 in our presence this 14th day
 of September, 2001.


 Unofficial Witness


 by  (SEAL)
 Abit Massey, by and through Bill T. Hardman,
 his attorney-in-fact


 Notary Public
 Commission Expires: 3/10/04

Attachment: HWTF Attachments 11.19.21 (2021 - 72 : Hazardous Waste Trust Fund Application)

Page Three
 Warranty Deed
 Lumpkin County/Hardman et al.

Signed, sealed and delivered
 in our presence this 14th day
 of September, 2001.

[Signature]
 Unofficial Witness

[Signature]
 Notary Public

[Signature]
 Commission Expires: 3/10/04

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 LUMPKIN COUNTY

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George Robinette
by Bill T. Hardman POA (SEAL)
 George Robinette, by and through Bill T.
 Hardman, his attorney-in-fact

Spurgeon Richardson
by Bill T. Hardman POA (SEAL)
 Spurgeon Richardson, by and through Bill T.
 Hardman, his attorney-in-fact

Virlyn Slaton
by Bill T. Hardman POA (SEAL)
 Virlyn Slaton, by and through Bill T. Hardman,
 his attorney-in-fact



Georgia Department of Natural Resources
Environmental Protection Division
Land Protection Branch
Response and Remediation Program

Hazardous Waste Trust Fund Application

"Request for Reimbursement"

This application shall be used by state and local governments only for requesting reimbursement of eligible costs from the Hazardous Waste Trust Fund (HWTF). Unless otherwise defined in this application, all terms used in this application shall have the same meaning as those used in the Georgia Rules for Hazardous Site Response, Chapter 393-3-19.

All sections of the form must be complete for the application to be considered. All forms and attachments to the application should be typed.

Lumpkin Co. – Barlow Rd. MSWL

Site Name

10490

Hazardous Site Inventory Number
(if applicable)

Permit No. 093-003D9(SL)

Solid Waste Permit Number
(if applicable)

Lumpkin County Board of Commissioners

Name of Applicant (State or Local Government)

Honorable Chris Dockery, Chairman – Lumpkin County Board of Commissioners

Name and Title of Contact Person for this Application

99 Courthouse Hill, Suite H

Mailing Address

Dahlonega

City

GA

State

30533

Zip Code

Lumpkin

County

706-864-3742

(Area Code) Telephone Number of Contact Person

706-482-2697

(Area Code) Facsimile Number of Contact Person

chris.dockery@lumpkincounty.gov

e-mail Address of Contact Person

Amount Requested from HWTF: \$

\$	,	5	7	,	2	4	1	.	2	0
----	---	---	---	---	---	---	---	---	---	---

Please check the appropriate response to the following questions or provide the information as requested:

1. The site for which reimbursement is being requested is currently listed on the (Check both if applicable)

_____ National Priorities List

Date of Listing ____/____/____

 X Hazardous Site Inventory

Date of Listing 8 / 14 / 97

2. Have you received written notification from USEPA pursuant to the Comprehensive Response Compensation and Liability Act (CERCLA) or from GA EPD pursuant to the Hazardous Site Response Act (HSRA) that the state or local government making this application has been identified as a responsible party for this site? (If "Yes", attach a copy of this letter to this application. If "No", the applicant is not eligible for funds from the Hazardous Waste Trust Fund.)

 X Yes _____ No _____ Don't know

3. Is the site for which the reimbursement is being requested owned by the applicant? (Check "Yes" or "No" below) If "No", please provide the name and address of the current owner of record.

 X Yes _____ No

Owner Name/Address/Contact:

 N/A

Please attach a 50-year abstract of title for the subject property, including copies of all deeds referenced therein, along with a title opinion executed by an attorney admitted to practice by the State Bar of Georgia.

4. Please provide the following information for all persons who may be responsible parties for this site. Attach additional pages as necessary. If a percentage share of liable costs has been apportioned, please indicate that percentage for each responsible party.

Name/Address/Contact:

Percentage of
Assigned cost share:

Larry Reiter, Director of Planning & Public Works
1642 Red Oak Flats Rd

100%

Dahlonega, GA 30533

4. continued

Name/Address/Contact:

Percentage of
Assigned cost share:

N/A

5. Has a resolution been adopted by the applicant's governing body authorizing the applicant to apply for and receive such funds? (If "Yes", please attach a copy of the authorizing resolution to this application. If "No", the application cannot be processed until the authorizing resolution is submitted.)

*For your convenience, a model resolution is available at www.gaepd.org.

 X Yes No

6. Is the applicant using an accounting system that meets the requirements of the Government Accounting Standards Board (GASB)? (If "No", the applicant is not eligible for funds from the Hazardous Waste Trust Fund.)

 X Yes No

7. List the funding sources (other than this application) and corresponding amounts which have been received or requested for use at this site (including any prior applications to, or funds received from the HWTF.) The applicant should provide a detailed list outlining the items for which reimbursement has been received or has been requested. Attach additional pages if necessary.

Name of Funding Source:	Amount:	Commitment Date:
HWTF	\$127,392.13	01/01/2002
HWTF	\$13,240.13	04/01/2008
<u>HWTF</u>	<u>\$90,039.78</u>	07/26/2017

8. Please attach a brief history of the site including permitting history, corrective action required, consent or administrative orders, or other information. Attach copies of any current orders or permits. Please provide directions to the site and attach a map showing its location. If this application is for reimbursement of costs associated with only a portion or phase of a project, please provide a map that clearly delineates the portion for which funding is being requested. (*Attached*)

9. Please attach a description of costs for which reimbursement is being requested along with proof of payment and supporting documentation sufficient to determine eligible costs. (*Attached*)

Acceptable documentation for an Application for Reimbursement:

- ☐ Copy of Engineering Contract or Agreement to determine scope of work.
- ☒ Copy of itemized engineers invoice.
- ☐ Copy of Applicant's cancelled checks verifying payment by applicant.
- ☐ If invoice and cancelled check are different, notation on the check should indicate which engineering invoice(s) is covered in each check.

10. Please provide the name, title, address and telephone number of the individual who will be authorized to execute a contract with EPD to effectuate payment from the Hazardous Waste Trust Fund.

Honorable Chris Dockery, Chairman, Board of Commissioners

Name and Title

99 Courthouse Hill, Suite H

Address

Dahlonega

GA

30533

City

State

Zip Code

706-864-3742

(Area Code) Telephone Number

11. Please provide the name, title, address and telephone number of the individual authorized to receive payment. If this is more than one individual, please attach additional pages.

Honorable Chris Dockery, Chairman, Board of Commissioners

Name and Title

99 Courthouse Hill, Suite H

Address

Dahlonega

GA

30533

City

State

Zip Code

706-864-3742

(Area Code) Telephone Number

12. All checks from the Hazardous Waste Trust Fund should be made payable to:
 Lumpkin County Board of Commissioners

Federal ID #: 58-6000857

13. Please provide any other information you believe to be relevant to this application:

I certify that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fines and imprisonment for knowing violations.

 Signature of Applicant

 Notary Public

Honorable Chris Dockery

 Name of Applicant

 My Commission Expires

Chairman, Lumpkin County
 Board of Commissioners

12/21/21

Title

Date

Please mail completed Application to the following address:

Ms. Kelly Kitchens
 Georgia Environmental Protection Division
 Response and Remediation Program
 2 Martin Luther King Jr. Drive, SE
 Suite 1452 East Tower
 Atlanta, Georgia 30334

If you have any questions regarding this application, please call:

Ms. Kelly Kitchens
 Response and Remediation Program
 (404)657-8600

HSI No.	Permit No.	Landfill Name	County
10490	093-003D(SL)	Barlow Rd - MSWL	Lumpkin

Hazardous Waste Trust Fund Application for Reimbursement Invoice Payment Table

Instructions: For each invoice for which reimbursement is requested, please provide all of the information requested below. As part of the application, you are required to submit a copy of each invoice and a copy of the canceled check (front and back) showing payment of each invoice.

When submitting your application, you MUST attach the invoice to the copy of the canceled check (front and back), and present the invoices in the order in which you list them below. Failure to follow these instructions will delay the processing of your application for reimbursement.

Please see the list of Item Description Codes on the following sheet. For each invoice, please indicate the corresponding Item Description Code in the box provided.

[illegible]

Item Description Codes

Code	Item Description
1	Appendix II Analyses (cost of laboratory analyses only - excludes the cost associated with sample collection and report preparation)
2	Sampling and Analysis of Selected Drinking Water Wells and Other Receptors (includes sample collection and laboratory analyses for selected approved sampling points)
3	Preparation and/or Revisions of Assessment of Corrective Measures Work Plan (including milestones schedule with specific tasks)
4	Assessment of Corrective Measures Well Installation (includes contractor mobilization, drilling, well completion and development)
5	Assessment of Corrective Measures Well Installation Documentation (if the well installation documentation is separate from the Assessment of Corrective Measures Report)
6(a)(i)	Assessment of Corrective Measures Contamination Assessment - Report Preparation
6(a)(ii)	Assessment of Corrective Measures Contamination Assessment - Registered Survey of Sampling Points
6(a)(iii)	Assessment of Corrective Measures Contamination Assessment - Consulting Fees associated with conducting Public Meetings to discuss the Results of the Assessment of Corrective Measures
6(a)(iv)	Assessment of Corrective Measures Contamination Assessment - Other (include a detailed description)
6(b)(i)	Assessment of Corrective Measures Report - Report Preparation
6(b)(ii)	Assessment of Corrective Measures Report - Contaminant Fate and Transport Modeling
6(b)(iii)	Assessment of Corrective Measures Report - Other Modeling
7(a)	Corrective Action - Provision of an Alternate Drinking Water Source
7(b)	Corrective Action - Source Control (cost of landfill cap enhancement over the cost of the required landfill cap)
7(c)	Corrective Action - Monitored Natural Attenuation (included cost of laboratory analyses, analysis of data, and report preparation)
7(d)(i)	Corrective Action - Soil Vapor Extraction System - Installation and Start-Up (methane gas assessment and mitigation are not eligible)
7(d)(ii)	Corrective Action - Soil Vapor Extraction System - Pilot Test (methane gas assessment and mitigation are not eligible)
7(d)(iii)	Corrective Action - Soil Vapor Extraction System - Operation and Maintenance (methane gas assessment and mitigation are not eligible)
7(e)(i)	Corrective Action - Air Sparging System - Installation and Start-Up
7(e)(ii)	Corrective Action - Air Sparging System - Pilot Test
7(e)(iii)	Corrective Action - Air Sparging System - Operation and Maintenance
7(f)(i)	Corrective Action - Other Remedies (include a detailed description) - Installation and Start-Up
7(f)(ii)	Corrective Action - Other Remedies (include a detailed description) - Pilot Test
7(f)(iii)	Corrective Action - Other Remedies (include a detailed description) - Operation and Maintenance
8	Preparation of a Compliance Status Report
9	Other (include detailed description)



Lumpkin County, Georgia

Board of Commissioners Department

Date: December 21, 2021

Agenda Item: Resolution Supporting Reform to Georgia's Annexation Dispute Resolution Law

Item Description: Resolution Supporting Reform to Georgia's Annexation Dispute Resolution Law

LUMPKIN COUNTY RESOLUTION NO. 2021 –73

**A RESOLUTION SUPPORTING REFORM TO
GEORGIA’S ANNEXATION DISPUTE RESOLUTION LAW**

WHEREAS, annexation of unincorporated areas by municipalities may be appropriate to provide public services not otherwise available from the county, but may be abused when its primary objectives are to expand a city’s tax base or circumvent a county’s land use plan or zoning ordinance;

WHEREAS, the pressure from growth and development is expected to increase in the future and annexation for land use changes may adversely impact neighboring residents, disrupt a county’s land use plan, cause significant service delivery challenges, and/or strain existing county infrastructure;

WHEREAS, city governments are neither elected by nor accountable to unincorporated residents and may not duly consider their concerns in making land use decisions impacting them;

WHEREAS, in 2007 the Georgia General Assembly established an annexation dispute resolution procedure to try to help balance these interests while respecting everyone’s property rights;

WHEREAS, this dispute resolution procedure has not been changed since its enactment and is long overdue for revisions to further avoid the negative impact on Georgia citizens;

WHEREAS, in 2021, the Georgia House of Representatives adopted House Resolution 222, establishing a Study Committee on Annexation to review the dispute resolution procedure; and

WHEREAS, the House Study Committee held hearings around the state, solicited recommendations from impacted annexation stakeholders, and has issued its final report and recommendations.

NOW, THEREFORE, BE IT RESOLVED by the Lumpkin County Board of Commissioners that this body urges the Georgia General Assembly to follow the recommendations of the 2021 House Study Committee on Annexation and adopt meaningful reforms to Georgia’s annexation dispute resolution law during the 2022 legislative session. These changes should:

- revise the procedures of the annexation dispute resolution process;
- empower the Department of Community Affairs to administer this process more effectively; and
- better balance the oftentimes conflicting interests among counties, cities, incorporated and unincorporated citizens, and developers seeking different land uses through annexation. As only State law can help reach this balance, State law must be changed to respect all parties and persons impacted by Georgia’s continued population growth.

BE IT FURTHER RESOLVED that a copy of this Resolution be delivered to each member of the Georgia House of Representatives and Senate representing Lumpkin County and made available to ACCG, the public and press.

Resolved, adopted and effective this 21st of December, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:

Email

Melissa Witcher

From: Alan Ours
Sent: Wednesday, December 1, 2021 3:00 PM
To: Melissa Witcher
Subject: FW: ACCG Annexation Resolution - Please Adopt
Attachments: County Resolution - Annexation 2022 .docx

Alan M. Ours

County Manager
 Lumpkin County
 99 Courthouse Hill, Suite H
 Dahlonega, GA 30533
Office: 706.864.3742
Cell: 706.973.1511



Like us on Facebook!

"If you are not the intended recipient or the person responsible for delivering the e-mail to the intended recipient, be advised that you have received this e-mail in error and that any use, dissemination, forwarding, printing, or coping of this e-mail is strictly prohibited. Please contact [\(706\) 864-3742](tel:7068643742) if you receive this e-mail in error."

From: Edwards, Todd <TEdwards@ACCG.org>
Sent: Tuesday, November 30, 2021 12:08 PM
To: Edwards, Todd <TEdwards@ACCG.org>
Subject: ACCG Annexation Resolution - Please Adopt

Good Day County Managers and Administrators:

ACCG asks your county to please consider adopting the **attached** draft resolution supporting changes to Georgia's annexation law, particularly the arbitration/dispute resolution process. If interested, please adopt this resolution **by the second week of January 2022**, or soon thereafter, and forward copies of it to your Georgia House and Senate delegation and Todd Edwards, ACCG's Deputy Legislative Director, at tedwards@accg.org.

Background:

Attachment: Email (2021 - 73 : Resolution Supporting Reform to Georgia's Annexation Dispute Resolution Law)

While annexation of unincorporated areas by municipalities may be appropriate, it may also be abused when its primary objectives are the expansion of the city tax base or to circumvent the county's land use plan or zoning ordinance. These tactics may cause significant service delivery problems, negatively impact surrounding property owners, and create conflicting land uses in an area. As Georgia's population continues to grow, counties will continue to face increased annexation challenges.

In hopes of resolving these problems, a uniform annexation arbitration/dispute resolution process was enacted by the 2007 General Assembly. While this process has slightly improved negotiations between cities and counties over controversial annexations, the law has not been changed in 14 years and improvements are needed to help ensure more fairness for unincorporated residents who are negatively impacted.

In 2021, the Georgia House passed a resolution establishing the House Study Committee on Annexation. This Study Committee met five times over the summer and fall, with [ACCG submitting its recommendations](#) to improve Georgia's annexation arbitration process. On November 18, the House Study Committee issued its [final report](#), incorporating many of ACCG's suggestions. ACCG urges the General Assembly to pass the recommendations of the 2021 House Study Committee's final report via legislation introduced during the 2022 General Assembly.

Your County's Action and Support are Needed

Changes to annexation law in Georgia are extremely difficult and will most likely meet stiff resistance by associations representing cities, developers, homebuilders, realtors, apartment owners and other stakeholders. All of these groups are aptly represented at the General Assembly. If state lawmakers are to change annexation law, it will take a statewide and unified county effort. Your voice is essential.

Thanks for your valued time and consideration,
Todd



Todd Edwards
Deputy Legislative Director
Office Phone: (404) 589-7820
Cell Phone: (404) 805-7883
Email: tedwards@accg.org



Lumpkin County, Georgia

Board of Commissioners Department

Date: December 21, 2021

Agenda Item: Appoint Member to Board of Health - Brigitte Barker with a term expiring 12/31/2025

Item Description: Appoint Member to Board of Health - Brigitte Barker with a term expiring 12/31/2025

LUMPKIN COUNTY RESOLUTION NO. 2021-74

**A RESOLUTION TO APPOINT A MEMBER
OF THE
LUMPKIN COUNTY BOARD OF HEALTH**

Whereas, the Board of Commissioners of Lumpkin County desires to appoint a member to the Lumpkin County Board of Health to serve the remainder of an unexpired term;

Now therefore, it is hereby resolved that the following person is hereby appointed as a member of the Lumpkin County Board of Health for the seat and term indicated below:

<u>Name</u>	<u>Seat - Responsibility</u>	<u>Term Expiration</u>
Brigette Barker	Advocate for Needy, Underprivileged and Elderly	December 31, 2025

Resolved, adopted and effective this 21st day of December, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Election and Voter Registration Department

Date: December 21, 2021

Agenda Item: Set Qualifying Fees - Candidates Seeking Election to Certain Offices

Item Description: The governing authority of each county must fix and publish the qualifying fee for each county office to be filled in the upcoming primary or election.

Facts Bearing on the Issue/Problem: O.C.G.A. § 21-2-131 states that the governing authority of each county shall, no later than February 1 of any year in which a general primary, nonpartisan election or general primary is held, fix and publish the qualifying fee for each county office to be filled in the upcoming primary or election. The code section also addresses how the qualifying fees will be set. For salaried offices: 3% of the total gross salary of the office paid in the preceding calendar year including all supplements authorized by law. For non-salaried offices: the fee shall not exceed 3% of the income derived from such office by the person holding the office in the preceding year. For the office of member of the governing authority: 3% of the base salary as established by the local act. (SB 58, Section 1-6 is the local act that establishes the base salary) The county offices that will need the qualifying fees set for 2022 are: • County Commissioner, District 3 • County Commissioner, District 4 • Board of Education, Chairperson • Board of Education, District 2 • Board of Education, District 4 Below is a chart of the 2022 qualifying fees that was created using the criteria established by O.C.G.A. § 21-2-131.

2022 Qualifying Fees

Office	Post	2021 Income	Minimum Base Salary	Qualifying Fee	Term
County Commissioner	District 3	N/A	\$9,600.00	\$288.00	4 years
County Commissioner	District 4	N/A	\$9,600.00	\$288.00	4 years
Board of Education	Chairperson	\$1,550.00	\$ 50/per meeting	\$46.50	4 years
Board of Education	District 2	\$1,400.00	\$ 50/per meeting	\$42.00	4 years
Board of Education	District 4	\$1,550.00	\$ 50/per meeting	\$46.50	4 years

LUMPKIN COUNTY RESOLUTION NO. 2021-75**A RESOLUTION SETTING THE 2022 QUALIFYING FEES
FOR CANDIDATES SEEKING ELECTION TO CERTAIN COUNTY OFFICES**

Whereas, pursuant to the terms of O.C.G.A. § 21-2-131, the governing authority of any county or municipality, not later than February 1 of any year in which a general primary, nonpartisan election, or general election is to be held, and at least 35 days prior to the special primary or election in the case of a special primary or special election, shall fix and publish a qualifying fee for each county or municipal office to be filled in the upcoming primary or election; and

Whereas, the Chief Registrar and Elections Manager has determined which county offices are to be filled in 2022;

Now therefore, it is hereby resolved that the qualifying fee for each county office to be filled in 2022 is hereby set according to the schedule set forth on Exhibit “A” attached hereto and incorporated herein by reference;

Resolved, adopted and effective this 21st day of December, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Public Works Department

Date:	December 21, 2021
Agenda Item:	Halls Mill Enterprises LLC d/b/a Chestatee River Adventures – Canoe Launch Sublease Renewal
Item Description:	Halls Mill Enterprises LLC d/b/a Chestatee River Adventures c/o Rhett Stringer – Canoe Launch Sublease Renewal. Recommendation on renewing contract with Chestatee River Adventures for use of the Chestatee River Access Park.
Facts & Historical Information:	In 2009 the Chestatee River Access Park was opened to the public. In February 2012 Rhett Stringer contracted with Lumpkin County for the launching and pickup of watercraft and parties using the river for recreation purposes. The annual amount of the contract was \$4,000, either in cash or in-kind improvements to the park. Since that time the contract has been renewed each year and the contract amount has been paid for by in-kind work. In 2016 the BOC voted not to require any documentation of the value of in-kind services provided by the lessee. In 2017 the Corps of Engineers informed staff that they required documentation of the in-kind service value provided in the annual report on the Chestatee River Access Park. This documentation has been provided by the contractor since.
Potential Courses Of Action:	A) Renew the contract with Chestatee River Adventures. B) Do not renew contract
Budget Impact:	A) In accordance with the County's contract with the Corps of Engineers, all revenue generated by this contract must be spent on the maintenance and improvements of the park. The in-kind work done by the lessee reduces the amount of funds the County spends to maintain the park. B) Not renewing the contract will result in the county having to budget for maintenance of the area.
Staff Recommendation:	It is the recommendation of staff that the BOC renew the current contract with Halls Mill Enterprises LLC d/b/a Chestatee River Adventures for 2022 and require that documentation of costs be submitted to staff for reporting to the Corps.
Attachments:	2022- Canoe Launch Stringer

**LUMPKIN COUNTY
SUB-LEASE FOR LIMITED COMMERCIAL USE
CANOE LAUNCH AND PARK FACILITY**

U. S. Army Corps of Engineers Project
Auraria Park
Lake Sidney Lanier
Lumpkin County, Georgia
Tract No(s): R-1805, R-1816, R-1808, R-1814

THIS LEASE is made on behalf of Lumpkin County, a political subdivision of the State of Georgia, hereinafter sometimes referred to as "County" or as "Lessor," and Rhett Stringer, d/b/a Hall's Mill Enterprise, LLC, d/b/a Chestatee River Adventures, an individual enterprise licensed to do business in the State of Georgia, being more fully identified within, hereinafter sometimes referred to as "Vendor" or as "Lessee," and also sometimes referred to as "Stringer."

WITNESSETH:

That Lumpkin County, and for the consideration hereinafter set forth, hereby leases to the Lessee, the property identified in Exhibit(s) "A" and "B", attached hereto and made a part hereof, hereinafter referred to as the premises, for public park and recreational purposes as may be from time to time prescribed by County, but with the intent that Lessee's primary use will be for the launching and pickup of watercraft and parties using the river for recreation purposes.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said premises are hereby leased for a term of one year, beginning January 1, 2022, and ending December 31, 2022.

2. CONSIDERATION / FEES

The consideration for this lease shall be in the amount of \$4,000.00, in hand paid, in advance, which shall be for the entire year and any portion thereof. There shall be no pro ration for any part year lease. There shall be no refund of any portion of the fee for early termination of the sub-lease for any reason.

- a. All lease payments shall be used as provided by the Master Lease between the U. S. Army Corps of Engineers and Lessor herein, which requires that all such funds shall be used for the maintenance and improvement of the park facilities.
- b. At the sole discretion of County / Lessor herein, County may accept in kind contributions of capital improvements to the park as donations for the public good. Any

donation of any capital improvement shall be final and there shall be no refund or reimbursement to Donee for any reason.

- (1) If such contributions of capital improvements to the park are offered by Vendor/ Lessee, such donations may be credited against future lease payments in lieu of cash. Such improvements shall be in advance, with the project as approved by County completed, and will be credited against Lessee's future lease payments.
- (2) Such capital improvements must be approved and permitted by County as to all details of construction and materials.
- (3) Accounting credit must be approved by the Lumpkin County Finance Director and the Lumpkin County Planning Director, with the final review and concurrence of the Lumpkin County Manager.
- (4) In the event that Vendor / Lessee is unable to successfully complete a planned improvement, no credit against any lease payment due shall be given, and County /Lessor shall not return any payment of funds advanced by Vendor / Lessee.

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed as follows:

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

If to the Lessee: Rhett Stringer d/b/a Hall's Mill Enterprise, LLC,
d/b/a Chestatee River Adventures
3321 Old Dahlonega Highway
Dahlonega, Georgia 30533

Such address may be changed from time to time as may otherwise be directed by the parties by notice given in writing, with confirmation of receipt.

Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AGREEMENT SUBJECT TO MASTER LEASE

This lease shall be subject to all terms and conditions of the April 4, 2008 lease between the Department of the Army and Lumpkin County, Georgia (Lease DACW01-1-08-0012), and Lessee / Vendor herein shall in all cases follow the spirit as well as the detail of said lease, and shall

indemnify and hold harmless Lessor / County for any violation by Lessee / Vendor of any provisions therein.

5. STRUCTURES AND EQUIPMENT

- a. Lessee shall have the right to make such improvements as are specifically approved in writing by Lessor as hereinabove provided.
- b. All improvements, upon acceptance by Lessor, shall become the property of Lessor.

6. APPLICABLE LAWS AND REGULATIONS

- a. The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business.
- b. County / Lessor shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in the above referenced Master Lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of 16 U.S.C. § 460d.
- c. Vendor / Lessee, as a part of the consideration of this lease, agrees that its use of the facilities constitutes a business operation in Lumpkin County, and agrees that such operation is, for purposes of civil actions, an "office" such that any action between County /Lessor and Vendor / Lessee shall be properly brought in any court of competent jurisdiction in Lumpkin County, Georgia, and waiving any alternative claim of venue.

7. CONDITION OF PREMISES

The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the County to make any alterations, repairs, or additions thereto. Lessee accepts the premises as fit for the purpose intended, which is solely those purposes as hereinabove set out.

8. TRANSFERS, ASSIGNMENTS, & SUBLEASES

- a. Without prior written approval of Lumpkin County, the Lessee shall neither transfer nor assign this lease nor sublet its right to the use of the premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease.
- b. The Lessee will neither sponsor the use of the premises nor permit any commercial (for profit) activity by any third party.

9. FEES

Lessee may charge no separate fee for the use of the facilities under the terms of this lease. It is understood and approved that Lessee shall charge, as a part of its business, for a set or bundle of activities which include use of the leased premises.

10. PROTECTION OF PROPERTY

The Vendor / Lessee shall be responsible for any damage that may be caused to property of Lumpkin County or property of the United States by the activities of the Lessee under this lease; Vendor / Lessee shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to the satisfaction of the Lumpkin County, or, at the election of the County, reimbursement may be made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the County.

11. RIGHT TO ENTER AND FLOOD

On all premises described herein, this lease shall be subject to the right of the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with Government purposes; to make inspections; to remove timber or other material, except property of the Lessee; to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the County, the United States or any officer, agent, or employee thereof.

12. INSURANCE

a. At the commencement of this lease, the Vendor / Lessee shall obtain from an A.M. Best "A" or higher rated insurance company or companies contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices, or a minimum combined Single Limit of \$1,000,000.00, whichever is greater, for any number of persons or claims arising from anyone incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the Lessee, sub-lessees and concessionaires under the terms of this lease. The Vendor / Lessee shall ensure that Lumpkin County, its elected officials, employees and agents are ensured parties under such policy. The Vendor / Lessee shall require its insurance company to furnish to Lumpkin County and to the U. S. Army Corps of Engineers District Engineer a copy of the policy or policies. The minimum amount of liability insurance coverage is subject to revision upon renewal or modification of this lease.

b. The insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and products involved; and shall provide that both Lumpkin

County and the District Engineer be given thirty (30) days' notice of any cancellation or change in such Insurance.

c. In the event the Lessee is self-insured, the Lessee shall certify such self-insurance in writing in the minimum amount specified above to both Lumpkin County and the District Engineer.

d. The County shall require closure of any or all of the premises to Vendor / Lessee during any period for which the Lessee does not have the required insurance coverage.

13. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap, or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural And Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 D.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sub-lessees and assigns.

14. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the premises.

15. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM), which has responsibility for mineral development on Federal lands. The Secretary of the Army will provide lease stipulations to BLM for inclusion in such mineral leases that are designed to protect the premises from activities that would interfere with the Lessee's operations or would be contrary to local laws.

16. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT

a. The Lessee and its staff are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the County. This lease may be revoked in the event that the Lessee violates any of the terms and conditions and continues and persists in such non-compliance. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the noncompliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lessee at any time by giving notice to County in writing.

17. HEALTH AND SAFETY

The Lessee shall keep the premises in good order and in a clean, sanitary, and safe condition, and shall immediately report to County any unsafe condition exceeding Lessee's ability to properly repair or correct.

18. PUBLIC USE

No attempt shall be made by the Vendor / Lessee to forbid or limit the full use by the public of the premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee to manage its clients while using the premises.

19. NATURAL RESOURCES

The Lessee shall cut no trees or shrubs, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises, except as may be authorized in writing by County.

20. DISPUTES CLAUSE

Any claim shall be made in accordance with the instructions of the Master Lease.

21. ENVIRONMENTAL PROTECTION

- a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the leased area is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease.
- b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Lessee's activities, the Lessee shall be liable to restore the damaged resources.

22. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify the County and protect the site and the material from further disturbance until the County gives clearance to proceed.

23. SOIL AND WATER CONSERVATION

The Lessee shall maintain, in a manner satisfactory to the County, all soil and water conservation structures that may be in existence upon said premises at the beginning of, or that may be constructed by the County / Lessor during the term of, this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the County.

24. TRANSIENT USE

- a. This facility is a day use facility only for the purpose of access to the Chestatee River, for the taking out and putting in of watercraft, for picnics and other similar activities.
- b. Camping, including transient trailers or recreational vehicles, is prohibited.

25. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative; and this provision shall apply to this clause as well as all other conditions of this lease.

26. DISCLAIMER

This lease is effective only insofar as the rights of the County in the premises are concerned.

27. **THIS LEASE** is requested by Rhett Stringer d/b/a Hall's Mill Enterprise, LLC, d/b/a Chestatee River Adventures, and is executed by the Lessee to ratify the terms and conditions of the lease and its agreement to be bound thereby, this 21 day of December, 2021.

Lessor:

Lessee:

Rhett Stringer d/b/a Hall's Mill Enterprise, LLC,
d/b/a Chestatee River Adventures

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

By: Rhett Stringer

Attest:

Melissa Z. Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

Public Works Department

Date:	December 21, 2021
Agenda Item:	Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben LaChance – Canoe Launch Sublease Renewal
Item Description:	Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben LaChance – Canoe Launch Sublease Renewal. Recommendation on renewing contract with Canoe Georgia for use of the Chestatee River Access Park.
Facts & Historical Information:	In 2009 the Chestatee River Access Park was opened to the public. In April 16th, 2009 Canoe Georgia, Inc. d/b/a Appalachian Outfitters contracted with Lumpkin County for the launching and pickup of watercraft and parties using the river for recreation purposes. The annual amount of the contract was \$4,000, either in cash or in-kind improvements to the park. Since that time the contract has been renewed each year and the contract amount has been paid for by in-kind work. In 2016 the BOC voted not to require any documentation of the value of in-kind services provided by the lessee. In 2017 the Corps of Engineers informed staff that they required documentation of the in-kind service value provided in the annual report on the Chestatee River Access Park. This documentation has been provided by the contractor since.
Potential Courses Of Action:	A) Renew the contract with Canoe Georgia, Inc. B) Do not renew contract
Budget Impact:	A) In accordance with the County's contract with the Corps of Engineers, all revenue generated by this contract must be spent on the maintenance and improvements of the park. The in-kind work done by the lessee reduces the amount of funds the County spends to maintain the park. B) Not renewing the contract will result in the county having to budget for maintenance of the area.
Staff Recommendation:	It is the recommendation of staff that the BOC renew the current contract with Canoe Georgia, Inc. d/b/a Appalachian Outfitters for 2022 and require that documentation of costs be submitted to staff for reporting to the Corps.
Attachments:	2022-Canoe Georgia, Inc. dba Appalachian Outfitters

**LUMPKIN COUNTY
SUB-LEASE FOR LIMITED COMMERCIAL USE
CANOE LAUNCH AND PARK FACILITY**

U. S. Army Corps of Engineers Project
Auraria Park
Lake Sidney Lanier
Lumpkin County, Georgia
Tract No(s): R-1805, R-1816, R-1808, R-1814

THIS LEASE is made on behalf of Lumpkin County, a political subdivision of the State of Georgia, hereinafter sometimes referred to as "County" or as "Lessor," and Canoe Georgia, Inc., d/b/a Appalachian Outfitters, c/o Ben LaChance, a commercial enterprise licensed to do business in the State of Georgia, being more fully identified within, hereinafter sometimes referred to as "Vendor" or as "Lessee."

WITNESSETH:

That Lumpkin County, and for the consideration hereinafter set forth, hereby leases to the Lessee, the property identified in Exhibit(s) "A" and "B", attached hereto and made a part hereof, hereinafter referred to as the premises, for public park and recreational purposes as may be from time to time prescribed by County, but with the intent that Lessee's primary use will be for the launching and pickup of watercraft and parties using the river for recreation purposes.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said premises are hereby leased for a term of one year, beginning January 1, 2022, and ending December 31, 2022.

2. CONSIDERATION / FEES

The consideration for this lease shall be in the amount of \$4,000.00, in hand paid, in advance, which shall be for the entire year and any portion thereof. There shall be no pro ration for any part year lease. There shall be no refund of any portion of the fee for early termination of the sub-lease for any reason.

- a. All lease payments shall be used as provided by the Master Lease between the U. S. Army Corps of Engineers and Lessor herein, which requires that all such funds shall be used for the maintenance and improvement of the park facilities.

b. At the sole discretion of County / Lessor herein, County may accept in kind contributions of capital improvements to the park as donations for the public good. Any donation of any capital improvement shall be final and there shall be no refund or reimbursement to Donee for any reason.

(1) If such contributions of capital improvements to the park are offered by Vendor/ Lessee, such donations may be credited against future lease payments in lieu of cash. Such improvements shall be in advance, with the project as approved by County completed, and will be credited against Lessee's future lease payments.

(2) Such capital improvements must be approved and permitted by County as to all details of construction and materials.

(3) Accounting credit must be approved by the Lumpkin County Finance Director and the Lumpkin County Planning Director, with the final review and concurrence of the Lumpkin County Manager.

(4) In the event that Vendor / Lessee is unable to successfully complete a planned improvement, no credit against any lease payment due shall be given, and County /Lessor shall not return any payment of funds advanced by Vendor / Lessee.

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed as follows:

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

If to the Lessee: Canoe Georgia, Inc. d/b/a Appalachian Outfitters
2084 S. Chestatee Hwy 60 S
Dahlonega, Georgia 30533

Such address may be changed from time to time as may otherwise be directed by the parties by notice given in writing, with confirmation of receipt.

Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AGREEMENT SUBJECT TO MASTER LEASE

This lease shall be subject to all terms and conditions of the April 4, 2008 lease between the Department of the Army and Lumpkin County, Georgia (Lease DACW01-1-08-0012), and Lessee / Vendor herein shall in all cases follow the spirit as well as the detail of said lease, and shall

indemnify and hold harmless Lessor / County for any violation by Lessee / Vendor of any provisions therein.

5. STRUCTURES AND EQUIPMENT

- a. Lessee shall have the right to make such improvements as are specifically approved in writing by Lessor as hereinabove provided.
- b. All improvements, upon acceptance by Lessor, shall become the property of Lessor.

6. APPLICABLE LAWS AND REGULATIONS

- a. The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business.
- b. County / Lessor shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in the above referenced Master Lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of 16 U.S.C. § 460d.
- c. Vendor / Lessee, as a part of the consideration of this lease, agrees that its use of the facilities constitutes a business operation in Lumpkin County, and agrees that such operation is, for purposes of civil actions, an "office" such that any action between County /Lessor and Vendor / Lessee shall be properly brought in any court of competent jurisdiction in Lumpkin County, Georgia, and waiving any alternative claim of venue.

7. CONDITION OF PREMISES

The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the County to make any alterations, repairs, or additions thereto. Lessee accepts the premises as fit for the purpose intended, which is solely those purposes as hereinabove set out.

8. TRANSFERS, ASSIGNMENTS, & SUBLEASES

- a. Without prior written approval of Lumpkin County, the Lessee shall neither transfer nor assign this lease nor sublet its right to the use of the premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease.
- b. The Lessee will neither sponsor the use of the premises nor permit any commercial (for profit) activity by any third party.

9. FEES

Lessee may charge no separate fee for the use of the facilities under the terms of this lease. It is understood and approved that Lessee shall charge, as a part of its business, for a set or bundle of activities which include use of the leased premises.

10. PROTECTION OF PROPERTY

The Vendor / Lessee shall be responsible for any damage that may be caused to property of Lumpkin County or property of the United States by the activities of the Lessee under this lease; Vendor / Lessee shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to the satisfaction of the Lumpkin County, or, at the election of the County, reimbursement may be made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the County.

11. RIGHT TO ENTER AND FLOOD

On all premises described herein, this lease shall be subject to the right of the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with Government purposes; to make inspections; to remove timber or other material, except property of the Lessee; to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the County, the United States or any officer, agent, or employee thereof.

12. INSURANCE

a. At the commencement of this lease, the Vendor / Lessee shall obtain from an A.M. Best "A" or higher rated insurance company or companies contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices, or a minimum combined Single Limit of \$1,000,000.00, whichever is greater, for any number of persons or claims arising from anyone incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the Lessee, sub-lessees and concessionaires under the terms of this lease. The Vendor / Lessee shall ensure that Lumpkin County, its elected officials, employees and agents are ensured parties under such policy. The Vendor / Lessee shall require its insurance company to furnish to Lumpkin County and to the U. S. Army Corps of Engineers District Engineer a copy of the policy or policies or, if acceptable to the County and to the District Engineer, certificates of insurance evidencing the purchase of such insurance. The minimum amount of liability insurance coverage is subject to revision upon renewal or modification of this lease.

b. The insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and products involved; and shall provide that both Lumpkin County and the District Engineer be given thirty (30) days' notice of any cancellation or change in such Insurance.

c. In the event the Lessee is self-insured, the Lessee shall certify such self-insurance in writing in the minimum amount specified above to both Lumpkin County and the District Engineer.

d. The County shall require closure of any or all of the premises to Vendor / Lessee during any period for which the Lessee does not have the required insurance coverage.

13. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap, or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural And Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 D.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sub-lessees and assigns.

14. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the premises.

15. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM), which has responsibility for mineral development on Federal lands. The Secretary of the Army will provide lease stipulations to BLM for inclusion in such mineral leases that are designed to protect the premises from activities that would interfere with the Lessee's operations or would be contrary to local laws.

16. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT

a. The Lessee and its staff are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the County. This lease may be revoked in the event that the Lessee violates any of the terms and conditions and continues and persists in such non-compliance. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the noncompliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lessee at any time by giving notice to County in writing.

17. HEALTH AND SAFETY

The Lessee shall keep the premises in good order and in a clean, sanitary, and safe condition, and shall immediately report to County any unsafe condition exceeding Lessee's ability to properly repair or correct.

18. PUBLIC USE

No attempt shall be made by the Vendor / Lessee to forbid or limit the full use by the public of the premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee to manage its clients while using the premises.

19. NATURAL RESOURCES

The Lessee shall cut no trees or shrubs, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises, except as may be authorized in writing by County.

20. DISPUTES CLAUSE

Any claim shall be made in accordance with the instructions of the Master Lease.

21. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the leased area is specifically prohibited. Such

regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Lessee's activities, the Lessee shall be liable to restore the damaged resources.

22. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify the County and protect the site and the material from further disturbance until the County gives clearance to proceed.

23. SOIL AND WATER CONSERVATION

The Lessee shall maintain, in a manner satisfactory to the County, all soil and water conservation structures that may be in existence upon said premises at the beginning of, or that may be constructed by the County / Lessor during the term of, this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the County.

24. TRANSIENT USE

- a. This facility is a day use facility only for the purpose of access to the Chestatee River, for the taking out and putting in of watercraft, for picnics and other similar activities.
- b. Camping, including transient trailers or recreational vehicles, is prohibited.

25. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative; and this provision shall apply to this clause as well as all other conditions of this lease.

26. DISCLAIMER

This lease is effective only insofar as the rights of the County in the premises are concerned.

27. THIS LEASE is requested by Canoe Georgia, Inc., d/b/a Appalachian Outfitters, and is executed by the Lessee to ratify the terms and conditions of the lease and its agreement to be bound thereby, this ____ day of December, 2021.

Lessor:

Lessee:

Canoe Georgia, Inc., d/b/a Appalachian Outfitters

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

By: Ben LaChance, President

Attest:

Melissa Z. Witcher
Clerk, Lumpkin County

Attachment: 2022-Canoe Georgia, Inc. dba Appalachian Outfitters (2021-075 : Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben



Lumpkin County, Georgia

Special Projects Department

Date:	December 21, 2021
Agenda Item:	Classic Cleaners – 2022 Lease
Item Description:	Classic Cleaners – 2022 Lease. Annual renewal of lease at 235 E. Main Street.
Facts & Historical Information:	Lumpkin County purchased property at 235 East Main Street in 1998. With no formal plan for the property, the County leased the facility to Best Classic Cleaners, formally known as Classic Cleaners. The aforementioned companies have been the rent paying tenant since the initial lease. The rent on this property was increased in 2017 from \$1,250 a month to \$1,500 a month. This amount of rental income is included in the 2022 budget and no rent increase is recommended at this time. There are no known issues with the current tenant. The lease agreement that is presented for consideration, is a renewal of the last contract with no changes to terms other than the date.
Potential Courses Of Action:	A. The board can choose to approve the lease agreement as presented. Rent was last raised in 2017 and staff did not feel it was prudent to raise the rent on the tenant at this time. The county has received no additional inquiries for use of this space. B. The board could direct staff to raise the rent in the lease agreement document which could force the tenant to choose to not renew the lease. This is less favorable as the facility would need to be renovated before being placed on the open market. C. The board could choose to not renew the proposed lease agreement. As there are no formal plans for the land surrounding this facility, losing a tenant in the current economic environment would not be favorable and would adversely impact a revenue stream in the '22 budget.
Contract Term:	The term is for one year.
Budget Impact:	There is no negative impact to the budget if the contract is renewed at the current monthly lease amount.
Staff Recommendation:	The recommendation of staff is to renew the contract.
Attachments:	Classic Cleaners Lease 2022

STATE OF GEORGIA
COUNTY OF LUMPKIN

**COMMERCIAL LEASE
CLASSIC CLEANERS - 2022**

This lease is made and entered into by and between **LUMPKIN COUNTY**, a political subdivision of the State of Georgia (herein referred to as "Lessor") and **BEST CLASSIC CLEANERS, LLC**, (hereinafter referred to as "Lessee"), jointly referred to herein as the "Parties".

WITNESSETH:

WHEREAS, Pursuant to Lumpkin County Resolution 98-22, Lessor purchased 8.74 acres for use in connection with various future Lumpkin County purposes, upon which was, and is, located a commercial building that was, and is, being leased by Lessee in connection with Lessee's laundry and dry cleaning business, said commercial building being located at, and more fully described as, 235 East Main Street, Dahlonga, Georgia, (hereinafter being referred to as the "Property" or "Premises"), and

WHEREAS, Lessor has not yet determined the best use of the property for county purposes and has not yet developed a comprehensive plan for county use of the property, and

WHEREAS, Lessor is in need of said property being maintained for future use in connection with county purposes until Lessor determines the best county use of the property, and

WHEREAS, Lessee is desirous of continuing to lease the premises for continued use in connection with Lessee's laundry and dry cleaning business, and

WHEREAS, Lessor, as governing authority of Lumpkin County, has determined that it is in the best interest of Lumpkin County to lease the premises to Lessee under the conditions herein, and

WHEREAS, the parties are desirous of entering into this Agreement according to and subject to the terms, conditions and provisions hereinafter set forth;

NOW THEREFORE, for and in consideration of the covenants, agreements and premises herein contained, LESSOR and LESSEE intending to be legally bound hereby, do covenant and agree as follows:

1. Term of Lease. Lessor hereby leases and grants to Lessee use of the Property for a term of twelve (12) months beginning January 1, 2022 and expiring December 31, 2022, subject to the terms, conditions and provisions set out herein.

As governing authority of Lumpkin County, and upon a determination by resolution of the Governing Authority of Lumpkin County that a public need for the facility exists, Lessor retains the right, power and authority to terminate this agreement upon thirty days' notice, and Lessee agrees as a bargained consideration of the lease that he does hereby waive any claim for damages arising from such early termination. In the event of such notice Lessee shall be responsible for removing all equipment, fixtures and operational residue from the premises within thirty days of receiving such notice. Such notice may be by personal service or by "tacking" to the door of the premises.

2. Rent. Lessee shall pay to Lessor the amount of One Thousand Five Hundred and no/100s Dollars (\$1,500.00) per month rent for the use of the property. In further consideration for said lease and use agreement, Lessee shall maintain the Property as set out herein.

3. Use of Premises. The Parties agree that the Property shall be used only as a laundry and dry cleaner business and associated purposes. In the event that the Property is no longer used for such purposes, Lessor is authorized, but is not required, to terminate this lease and use agreement upon 10 days' notice to Lessee.

4. Maintenance/Repairs. Lessee shall maintain the premises in good, clean, attractive and safe condition, including but not limited to windows and glass, electrical wiring, plumbing, heating and cooling installations and all other systems and equipment upon the premises, and shall surrender the same at termination hereof, in as good condition as received. Lessee shall be responsible for all repairs required in order to maintain the premises in their present condition.

5. Utilities. All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including but not limited to those for sewer, water, gas, electricity, and telephone services.

6. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

7. Alterations/Improvements. Lessee may make alterations, additions, or improvements in, to or about the premises only with the prior written approval of Lessor. Lessor may make necessary alterations, additions, improvements or repairs in, to or about the premises so long as Lessee's business operations are not unreasonably impaired. Costs of alterations, additions, or improvements shall be the responsibility of the party making such alterations, additions, or improvements unless otherwise agreed to in writing by the parties.

8. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

9. Assignment and Subletting. Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease immediately.

10. Indemnification of Lessor. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to indemnify and hold Lessor harmless from any claim for such damages, no matter how caused.

11. Insurance. Lessee shall maintain reasonably adequate property damage insurance and liability insurance with a minimum coverage for bodily injury in the amount of \$500,000.00 and for real property damage in the amount of \$500,000.00. Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as the beneficiary as to any real property damage and as an additional insured as to all other damage. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage.

12. Taxes. Lessor is exempt from the obligation of ad valorem taxes on the property. In the event that any tax obligation arises on the property, then Lessee shall be responsible for payment of such tax obligation.

13. Destruction of Premises. In the event of the destruction of a significant portion of the premises during the term hereof, from any cause, Lessor shall have the option of repairing the same or terminating this lease for the complete removal of the remaining structure. If Lessor does not begin repairing the premises within 30 days, Lessee shall have the right to terminate this lease. Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at its option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party.

14. Lessor's Remedies on Default. If Lessee defaults in the performance of any of the covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 30 days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such 30 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor is not required to, but may at its option terminate this lease on not less than 20 days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

15. Security Deposit. Lessee shall not be required to deposit with Lessor a security deposit for the performance of Lessee's obligations under this lease.

16. Attorney's Fees. In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

17. Notices. Any notice which either party may, or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or to Lessor at: Lumpkin County Board of Commissioners, 99 Courthouse Hill, Suite H, Dahlonega, Georgia 30533, or at such other places as may be designated by the parties from time to time, except such notice by "tacking" as is hereinabove provided.

18. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

19. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

20. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

Lessor:

Lumpkin County Board of Commissioners
By:

Chris Dockery, Chairman
Date: _____

Lessee:

Best Classic Cleaners, LLC
By:

In Lee, Manager
Date: _____



Lumpkin County, Georgia

Finance Department

Date: December 21, 2021

Agenda Item: Tourism Development Services – Chamber of Commerce

Item Description: Tourism Development Services – Chamber of Commerce

Facts & Historical Information:

Lumpkin County levies a 5% Hotel/Motel Lodging Tax. In accordance with O.C.G.A. 48-15-31, the county must contract with an entity to provide enumerated services. Lumpkin County has historically chosen to contract with the local Chamber of Commerce/Convention Visitor's Bureau. In 2020, changes were made to create a tourism board which would still fall under the Chamber's umbrella. The following language was added to the contract in 2021 to reflect the change to a tourism board under the Chamber of Commerce: *"Should the tourism board form a 501 c6 separate from the Chamber of Commerce, this contract becomes null and void and the county funds collected for tourism promotion, etc. (mirror the law/ordinance) will be held in escrow until such time the county receives a formal proposal from the Tourism Board detailing services that will be provided to Lumpkin County for the promotion, retention....(again mirror the law/ordinance) of tourism in our community. Such proposal is not a guarantee of funding and would be subject to approval by the Lumpkin County Board of Commissioners."*

The current renewal has no changes or modifications outside of the contract dates.

Potential Courses Of Action:

- A. The board could approve the proposed contract document which is a renewal from the prior year contract and continues the relationship with the local tourism services. The contract meets the requirements of the law and contains provisions for reporting to the County to meet DCA requirements.
- B. The board could choose to modify the proposed contract document and direct staff to incorporate the requested changes. This would push this item to a future month for consideration as it would take time to incorporate any changes to make sure they fall within the bounds of state law and reflect the county's ordinance.
- C. The board could choose to not approve the proposed contract. This is less favorable as the law is very specific on the types of entities that can contract for providing these types of services. In the absence of a contract, staff would be left to perform these services or an outside vendor would need to be contracted to stay in compliance with state law.

Contract Term: This contract runs for one year, January – December.

Budget Impact: There is no impact to the operating budget as the funds are a pass through and the commission earned by the county goes towards funding the short-term rental compliance monitoring program.

Staff Recommendation: The recommendation of staff is to approve the contract.

Attachments:

Tourism Development Contract 2022

**CONTRACT
FOR
TOURISM DEVELOPMENT SERVICES
(HOTEL - MOTEL TAX FUNDING)
2022**

**STATE OF GEORGIA
COUNTY OF LUMPKIN**

This contract, entered into by and between Lumpkin County, a political entity and body politic of the State of Georgia (the “County”) and the Dahlonega-Lumpkin County Chamber of Commerce, Inc., a Georgia nonprofit corporation, (the “Chamber”), as follows:

WHEREAS, Lumpkin County has approved the collection of a “Hotel/Motel Tax” at the rate of five per cent (5%) as provided by O.C.G.A. 48-15-31; and,

WHEREAS, the County intends that such funds as may be collected shall be expended for the purpose of promoting tourism, conventions, and trade shows with emphasis on benefitting those County industries generating the tax revenue within the unincorporated area of the County; and,

WHEREAS, the County desires to contract with a private nonprofit organization for the implementation and management of said promotion; and,

WHEREAS, the Chamber has, with the concurrence of the County, developed a strategy for said program, and County and Chamber wish to enter into a formal contract setting out the respective responsibilities of the parties;

NOW THEREFORE, the parties agree as follows:

1.

The purpose of this contract is to provide for the promotion of tourism, conventions and trade shows in the unincorporated area of Lumpkin County.

2.

To fund this promotion, Lumpkin County has imposed a five per cent (5%) tax on hotel/motel accommodations (as defined by law); the Georgia statute requires that the entire amount of the tax collected for this purpose, less any administrative costs incurred by the County, shall be used for the promotion of the tourism in the geographical area from which the tax was generated. In recognition of this purpose, the Chamber shall quarterly provide written reports showing that the “Hotel/Motel” tax so generated has been used to benefit the tourism

industry within the unincorporated areas of the County. The County shall remit funds monthly to the Chamber for funds collected during the preceding month.

3.

The Chamber will provide a complete annual budget to the County not later than December 31 of each year for the following year. This will be in addition to the monthly reports and is in compliance with O.C.G.A. 48-13-51 (9) (A).

4.

The Chamber will provide an audit verification each year. The verification must show how the Chamber used the funds under this Contract in conformity with O.C.G.A. 48-13-51 (9). The Chamber will further provide to County a copy of each report provided to State of Georgia showing the use of the Hotel/Motel tax collections, along with any support documentation. These documents will be provided to the County Manager, with a copy to the County Clerk and County Finance Director, in the same form (paper or email, for example) as provided to the State.

5.

The Chamber will make monthly financial reports to the County Manager, with a copy to the County Clerk and County Finance Director, showing income and expenditures under this contract, and will, in writing, provide the County with periodic updates on activities and services undertaken by the Chamber pursuant to this tourism development services contract. The reports for each month shall be submitted by the end of the following month. For example, the report covering the month of January shall be submitted by the end of February, etc.

- a. Visual and/or aural presentations may from time to time be presented to the County Governing Authority, but will not take the place of written records; no visual, aural or written presentation shall be presented unless a copy of the proposed presentation has been made available to County a minimum of eight (8) days prior to the date of the meeting.
- b. No requests shall be made in any meeting unless the initial presentation was fully provided to County staff prior to the regular work session.

6.

All reports and documentation provided to the County shall be addressed to the Lumpkin County Manager with copies to the Lumpkin County Clerk and the Lumpkin County Finance Director.

7.

The Chamber will implement a tourism development program in accordance with this contract and any subsequent amendment agreed to in writing by the parties.

8.

It is the intent of the parties that this contract shall be implemented in order to assist the development of the tourism industry by increasing support for targeted advertising, for the development of destination quality festivals and attractions in the County, and for enhanced visitor services through expanded operating hours and more adequate staffing of the tourism services. The primary goal of this joint tourism development program is to increase visitor spending and overnight stays, to encourage return visits and ultimately, to improve and increase jobs and incomes for the citizens of Lumpkin County.

9.

The Dahlonega-Lumpkin County Chamber of Commerce has assumed the maintenance of the Welcome Center and Chamber of Commerce building. Chamber staff will maintain insurance on the building and its contents. A copy of each policy providing insurance coverage of any kind will be furnished to the County annually. The building may be inspected by the County Board of Commissioners at any time. Any building repairs required by County building inspectors not timely made may, at the discretion of the County, be performed by the County or an agent under its supervision and control, and billed to the Chamber. Any unpaid bill shall be debited against any portion of the Hotel-Motel tax not required by law to be used for direct tourism publicity or advertising.

10.

The Chamber of Commerce will pay all monthly utility bills, i.e. electric and water, and will order paper supplies. The Chamber may utilize the County purchasing system for its general

office supplies and tourism support supplies, with cost of supplies to be billed to the Chamber. Any unpaid bill shall be debited against any portion of the Hotel-Motel tax as permitted by law.

11.

The Chamber of Commerce shall ensure that Chamber management and staff are made aware that any and all business activities meeting the definition of “Hotel/Motel” or otherwise providing revenue producing accommodations as provided by law must pay the prescribed tax.

12.

In the event an IRC 501(c)(6) organization is formed and organized separate from the Chamber, this contract shall terminate and the Hotel/Motel tax collected by the County will be held in escrow until the County approves and enters into a new contract for the expenditure of such tax as provided by O.C.G.A. 48-13-51. The County may review and consider a proposal from the newly formed IRC 501(c)(6) organization but shall be under no obligation to provide funding to said IRC 501(c)(6).

13.

This contract shall be for the period beginning January 1, 2022, through December 31, 2022.

14.

This contract may renewed from year to year, on the same or amended terms, subject to the annual review and renewal by the Lumpkin County Board of Commissioners which shall normally take place at the September meeting each year, or at the first meeting following the submission, review and approval of the proposed annual budget for the following year, whichever last occurs, and renewal is further contingent on the concurrence of the Board of the Chamber of Commerce, which shall be noted and delivered to the County prior to distribution of any taxes collected in the subject year, being the year for which the contract is effective. If the next effective year begins without action by either party, this contract, or its successor contract, unless otherwise provided in writing, shall continue in full force and effect until formal action is taken by either Board to terminate the contract.

In witness whereof, the parties have executed this agreement with an effective date of January 1, 2022.

**Dahlonega-Lumpkin County
Chamber of Commerce, Inc.**

By:

Name:

Title:

Attest:

Name:

Title:

Lumpkin County:

By:

Chris Dockery, Chairman

Attest:

Melissa Z. Witcher, County Clerk



Lumpkin County, Georgia

Public Works Department

Date:	December 21, 2021
Agenda Item:	LC Wimpy Airport Fencing Contract Extension
Item Description:	LC Wimpy Airport Fencing Contract Extension. (Contract: 2021-021-N-P Airport Fencing Project - TriScapes, Inc.) Extend contract Airport fence and parking lot as per airport CIP.
Facts & Historical Information:	On April 21, 2021, the BOC approve a contract with Tri Scape, Inc for the installation of a fence along the front and west side of the airport and the construction of a parking area. The notice to proceed was signed and returned to Lumpkin County on August 1, 2021. The contract required that this project be completed within 180 days of the notice to proceed (January 27, 2022). In August, the contractor ordered the fencing materials. Due to the unavailability of the fencing materials, the contractor was informed by their supplier that the materials would not be delivered until January 2022. In November, Staff contacted the contractor to verify when delivery was scheduled for the fencing materials. The contractor stated that the Supplier told him that they were still scheduled for a delivery in January and would be able to give a delivery date by the end of December, 2021. In the November Airport Authority meeting this delay was discussed and the Authority voted to recommend to the BOC that the contract be extended through the end of March 2022. GDOT has been informed of the supply delays and has asked that documentation of any contract extension be provided to them for there records. The parking lot and entrance road work has been completed on this project.
Potential Courses Of Action:	1. Approve an extension to the contract with a completion date of March 31, 2022 2. Do not approve a contract extension.
Budget Impact:	This extension will not have any impact on the budget.
Staff Recommendation:	Staff recommends that the BOC approve a contract extension with Tri Scape, Inc for the construction of this project. (COA #1).
Attachments:	Wimpys Airport Fencing and Parking Amendment 1

**Amendment No. 1 to
CONTRACT
FOR
CONSTRUCTION OF FENCING, PARKING AREA AND ENTRANCE ROAD
AT LUMPKIN COUNTY-WIMPY'S AIRPORT
PROJECT # 2021-001**

This Amendment is made and entered into between the **Lumpkin County Board of Commissioners**, hereinafter referred to as "Lumpkin County", a political subdivision of the State of Georgia, and **Tri Scapes, Inc.**, a Georgia corporation, hereinafter referred to as "Contractor".

Whereas, Lumpkin County and Contractor entered into a Contract for Construction of Fencing, Parking Area and Entrance Road at LUMPKIN COUNTY-WIMPY'S AIRPORT PROJECT # 2021-001, on April 19, 2021; and

Whereas, in consideration of the mutual benefits accruing to each party, the parties hereby agree to amend the contract to extend the time for completion of the Work, as follows:

All work shall be completed no later March 30, 2022.

This Amendment is made effective as of December 21, 2021.

Lumpkin County:
By:

Tri Scapes, Inc.
By:

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Rebecca Martin, President/CFO

[ATTACH CORPORATE SEAL]

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachment: Wimpys Airport Fencing and Parking Amendment 1 (2021-078 : LC Wimpy Airport Fencing Contract Extension)



Lumpkin County, Georgia

Senior Center Department

Date:	December 21, 2021
Agenda Item:	Legacy Link SFY-2022 Addendum #1
Item Description:	Legacy Link SFY-2022 Addendum #1. CONTRACT ADDENDUM #1 - SFY2022 This amends the contract that Lumpkin County Board of Commissioners entered into with Legacy Link, Inc. (Contract #2021-028-A-S approved on July 20, 2021) for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening and support services, and Transportation for senior adults in Lumpkin County.
Facts & Historical Information:	Historically, funding for the Lumpkin County Senior Center (including cost of meals and operation of the Center) has largely been from federal grants appropriated through the Older Americans Act enacted in 1965, state grants and local sources. The appropriations to the Center come through eight (8) different fund sources. Legacy Link, Inc. is the Area Agency on Aging that manages federal and state funding allocations for the region that includes Lumpkin County. This 1st revision to Lumpkin County's allocation includes an increase for home-delivered meal cost and material aid for congregate clients. The total amount of the increase is \$19,107. This includes a \$10,796 increase from existing fund sources and \$8,311 CARES Act fund balance from SFY2021. There is no cash match required for these funds.
Potential Courses Of Action:	A. Submit an approved, signed Addendum #1 Contract. B. Do not submit an approved, signed Addendum #1 Contract.
Comparison:	If Course A is chosen, Lumpkin County will receive the increased allocation of \$19,107. If Course B is chosen, Lumpkin County risks losing the allocated increase of \$19,107.
Budget Impact:	The increase in the allocation will have a positive impact on the budget. The increased allocation means that the burden to the general fund will be reduced by \$19,107.
Staff Recommendation:	It is recommended that the Addendum #1 Contract be approved, signed and submitted to Legacy Link, Inc.

Attachments:
Legacy Link

**ADDENDUM NO. 1
TO
AGREEMENT**

BETWEEN THE LEGACY LINK, INC., AND LUMPKIN COUNTY BOARD OF COMMISSIONERS FOR THE PROVISION OF Nutrition program and entered into on the first day of July, 2021.

Said agreement is amended to read as follows.

W I T N E S S E T H:

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

WHEREAS, this component of said Area Plan on Aging is the provision of Material Aid-Individual services to the elderly

2. Description of Services.

(b) Operation of the nutrition site includes serving one meal a day, five days a week (250 days per year) as specified in the Grant Application incorporated herein, for a total of 30,700 units of home-delivered nutrition services to 125 elderly persons, and providing 8,312 units of support services material aid individual services and 10,541 units of caregiver services material aid individual to 26 elderly persons

5. Compensation.

(b) The total compensation paid by the Legacy to the Contractor for nutrition site operation pursuant to this Agreement shall not exceed Eighty Nine Thousand Seven Hundred Sixty Four Dollars (\$89,764.00).

(c) The Legacy agrees to provide federal and state funds for home-delivered meals in the amount of Sixty Nine Thousand Nine Hundred Thirty Nine Dollars (\$69,939.00).

(d) The Legacy agrees to provide federal funds for material aid

individual support services in the amount of Eight Thousand Three Hundred Eleven Dollars (\$8,311.00), and material aid individual caregiver services in the amount of Ten Thousand Five Hundred Forty Dollars (\$10,540.00).

6. Non-Federal Funds.

(b) The minimum cash requirement for the term of the Agreement being Twelve Thousand Six Hundred Twenty Eight Dollars (\$12,628.00) for congregate meals and Fifty Three Thousand Seven Hundred Eighty Two Dollars (\$53,782) for home-delivered meals.

The Contractor shall provide the necessary non-match local resources required for the provision of the services listed in Paragraph two (2) of this contract, this amount being One Hundred Forty Four Thousand Nine Hundred Sixty Nine Dollars (\$144,969.00).

All other terms and conditions of this agreement remain unchanged.

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

THE LEGACY LINK, INC.

By: _____
Chief Executive Officer/AAA Director

Subscribed and sworn to
in our presence:

Notary Public

CONTRACTOR:
LUMPKIN COUNTY BOARD OF COMMISSIONERS

By: _____
Chairman

Subscribed and sworn to
in our presence:

Notary Public

Attachment: Legacy Link (2021-079 : Legacy Link SFY-2022 Addendum #1)



Lumpkin County, Georgia

Finance Department

Date:	December 21, 2021
Agenda Item:	CJCC VOCA – Financial Administration – District Attorney
Item Description:	CJCC VOCA – Financial Administration – District Attorney. District Attorney Langley is requesting Lumpkin County maintain its existing roll as the financial administrator for its VOCA grant awards for the upcoming grant cycle.
Facts & Historical Information:	Lumpkin County has served as the financial administrator for grant which funds the Enotah Judicial Circuit's Victims' Assistance Program for a number of years. In the past, the County provided direct assistance to the District Attorney's Office in the preparation of the VOCA grant application as well as its financial administration. However, in recent years, as competition for these grant funds has become increasingly competitive, the Prosecuting Attorney's Council of Georgia (PAC) has sought to assist District Attorneys in maintaining existing funding levels of these grant-funded programs by submitting a single application for multiple jurisdictions. PAC typically submits its VOCA application to the Criminal Justice Coordinating Council of Georgia (CJCC) in the fall of each year. District Attorney Langley is asking the Board of Commissioners to agree to allow Lumpkin County to continue to act as the financial administrator for the VOCA grant which funds the Enotah Judicial Circuit's Victims' Assistance Program.
Potential Courses Of Action:	A. Agree to allow Lumpkin County to serve as the financial administrator for the VOCA grant which funds the Enotah Judicial Circuit's Victims' Assistance Program. B. Take no action.
Contract Term:	October 1, 2021 – Sept 30, 2021
Budget Impact:	There is no budget impact for Lumpkin County serving as the financial administrator for this grant.
Staff Recommendation:	Recommends approval to serve as the financial administrator to the VOCA grant.



Lumpkin County, Georgia

Finance Department

Date:	December 21, 2021						
Agenda Item:	CJCC VOCA (Victims of Crime Act) - MOA						
Item Description:	CJCC VOCA (Victims of Crime Act) - MOA The Prosecuting Attorneys’ Council of Georgia (PAC) has submitted VOCA grant application renewals for base funds for the 2022 Federal Fiscal year. Criminal Justice Coordinating Council (CJCC) has indicated to PAC that this year’s allocations will be continued next year at current levels. <table><tr><td>Base Federal Funds</td><td>\$143,580</td><td>Base Match Waiver</td></tr><tr><td>\$35,895</td><td>Grant Period:</td><td>October 1, 2021 – September 30, 2022</td></tr></table>	Base Federal Funds	\$143,580	Base Match Waiver	\$35,895	Grant Period:	October 1, 2021 – September 30, 2022
Base Federal Funds	\$143,580	Base Match Waiver					
\$35,895	Grant Period:	October 1, 2021 – September 30, 2022					
Facts & Historical Information:	The Enotah Judicial Circuit’s Victims’ Assistance Program was created in July of 1993 for the purpose of providing services to victims of crime within the four counties comprising the Circuit. The goals of the program are to provide victims of crime with knowledge of victims’ rights and available community resources; provide victims with education about the criminal justice system; and assist victims in gaining a sense of closure as they transition from “victim” to “survivor.” The program provides emotional support to victims of crime and assistance to help reduce the trauma of victimization. The program also provides services to child victims of crime and their families, victims of sexual assault, surviving family members of homicide victims, adult survivors of incest or child abuse, victims of robbery, victims of elder abuse, and victims of DUI crashes. The program operates as part of the Enotah Judicial Circuit’s District Attorney’s Office. There are two full-time staff members along with a number of part-time staff members and several volunteers who assist in providing services to victims. The following services are provided by the program: information about the status of a case; information and explanation about court proceedings; and accompaniment to proceedings with victims and their families. The program also provides information about and referrals to other agencies which are available to assist victims, provides assistance in filing Crime Victims’ Compensation Fund claims, provides information on how to register for the V.I.P program provided through the Department of Corrections and Board of Pardons & Parole, and provides assistance in completing a victims’ impact statement. Additionally, the program provides preparation for children who are victims of crime and who will be called upon to testify in court.						
Potential Courses Of Action:	A. Approve the Memorandum of Agreement and continue the program. B. Reject the Memorandum of Agreement and identify other funding source(s) to continue the program. C. Reject the Memorandum of Agreement and suspend the program.						
Budget Impact:	The 25% match requirement has been waived for this grant cycle.						

\$143,580.00	Grant Award (Federal)
<u>35,895.00</u>	Match Waiver
\$179,475.00	Total Program

Staff Recommendation: **District Attorney Langley has requested the Board of Commissioners approve this MOA.**



Lumpkin County, Georgia

Development Authority Department

Date:	December 21, 2021
Agenda Item:	Development Authority IGA Payment in Lieu of Taxes
Item Description:	Development Authority IGA Payment in Lieu of Taxes. IGA between County, Development Authority, Tax Commissioner and Tax Assessor
Facts & Historical Information:	On July 20, 2020, the Development Authority of Lumpkin County entered into a lease agreement for 35 Breakstone Drive, a property the Development Authority owns. Chestatee Ford received their certificate of occupancy for the property in December 2020. The County and Authority did not enter into a formal Economic Development Agreement (EDA) because the agreement with Chestatee Ford does not include property tax savings or other incentives. Under the law which the Authority was created and exists, the Authority pays no tax. Therefore, the lease agreement between Chestatee Ford and the Authority includes a payment in lieu of taxes. Because this agreement falls outside the parameters of a normal EDA, the attached Intergovernmental Agreement for the Assessment, Collection, and Disbursement of Payment in Lieu of Taxes document formalizing the procedures that needs to occur for the life of the lease agreement between Chestatee Ford and the Authority. The recommended procedure is that on an annual basis, the Tax Assessor's Office will assess the property and forward the value that would have been on the digest had the property been owned by a taxable entity to the Tax Commissioner. The Tax Commissioner will then create a bill for the entity, collect payment, and remit those funds to the Authority.
Potential Courses Of Action:	1. Approve the agreement as presented. 2. Approve the agreement with any recommendations from the BOC.
Comparison of Courses Of Action:	1. Option 1 approves the agreement and is favorable as it formalizes the process which provides continuity even when there are staff changes. 2. The second option is unknown and should the BOC have recommendations they would have to go back through legal and the authority.
Budget Impact:	There is no impact to the budget.

Staff Recommendation: Staff's recommendation is to approve the agreement.

Attachments:

IGA for Taxes - Chestatee Ford

**INTERGOVERNMENTAL AGREEMENT FOR THE ASSESSMENT,
COLLECTION AND DISBURSEMENT OF PAYMENT IN LIEU OF
TAXES FOR CHESTATEE FORD PROJECT AT
35 BREAKSTONE DRIVE**

THIS INTERGOVERNMENTAL AGREEMENT (this “**Agreement**”) is entered into as of the Effective Date set forth below by and between the **DEVELOPMENT AUTHORITY OF LUMPKIN COUNTY, GEORGIA** (the “**Authority**”), a development authority and public body corporate and politic duly created by the Development Authorities Law, O.C.G.A. Section 36-62-1, *et seq.* (the “**Act**”), and **LUMPKIN COUNTY** (the “**County**”), and the **BOARD OF TAX ASSESSORS OF LUMPKIN COUNTY** (the “**Board of Assessors**”) and the **TAX COMMISSIONER OF LUMPKIN COUNTY** (the “**Tax Commissioner**”).

Whereas, the Authority is the owner of approximately 1.33 acres of land located in the County at 35 Breakstone Drive in Dahlonega, Georgia, and improvements located thereon including an existing industrial building containing approximately 12,100 square feet (the “**Project**”). The Project is owned by the Authority and leased to CHESTATEE FORD, INC. (the “**Company**”) under a Lease Agreement dated as of July 22, 2020. The Company’s equipment is not part of the Project for purposes of this Agreement; and

Whereas, under the Act, under which the Authority was created and exists, the Authority pays no tax on its interest in the property comprising the Project; and

Whereas, the Lease Agreement is structured so that the Company’s leasehold interest in the Project is a mere usufruct, or, as to personal property, a nontaxable bailment for hire, and not a taxable estate for years. Thus, while the Lease Agreement is in effect, the Company shall pay no actual taxes on its leasehold interest in the Project. However, the Company has agreed that in consideration of the Lease Agreement structure and other benefits, it shall make payments in lieu of taxes to the Authority. The Company shall pay normal *ad valorem* property taxes with respect to property it owns which is not titled to the Authority;

Now therefore, the parties agree to the following procedures:

In order to determine the amount of payments in lieu of taxes payable pursuant to this Agreement, the Board of Assessors shall determine the assessed value of the Project as though legal title to it were held by the Company and shall notify the Tax Commissioner thereof, who shall calculate the amount of payments in lieu of taxes payable by the Company with respect thereto pursuant to this Agreement, and shall invoice the Company therefor. The Tax Commissioner shall mail such invoice at the time tax bills are mailed for the relevant tax year. The Company shall pay by separate check to the Tax Commissioner, on or before the date set for the payment of *ad valorem* property taxes in the County generally, an amount equal to the payment in lieu of taxes due for such year as so calculated. Should the Company fail to make payments in lieu of taxes required by the Lease Agreement, the Company shall be obligated to pay to the Tax Commissioner, in addition to such payment in lieu of taxes an amount that shall be equal to the penalties and interest that would be assessed against the Company if such payment in lieu of taxes were delinquent *ad valorem* taxes. The Tax Commissioner shall notify

the Company of any such penalties and interest, with copy to the Authority. The Board of Assessors and the Tax Commissioner shall have all of the rights and remedies related to payments in lieu of taxes, interest and penalties, as they would have in the case of delinquent *ad valorem* taxes. The County acknowledges and agrees that the Tax Commissioner, upon receipt of the payment in lieu of taxes, and any interest and penalties thereon, shall disburse such payment to the Authority.

The provisions of this Agreement relative to the assessment and taxability of the Project for *ad valorem* property tax purposes shall be the obligation and responsibility of the Board of Assessors (and not of the Authority or the County). The Board of Assessors is joining in this Agreement to acknowledge that this Agreement is consistent with applicable requirements and that the Board of Assessors intends and agrees to classify, for taxation purposes, the Company's interest in the Project under the Lease Agreement as contemplated in this Agreement.

By the execution hereof, the County, the Board of Assessors and the Tax Commissioner hereby agree, each with each other and with the Authority, to all of the provisions hereof respectively applicable to them. This Agreement shall constitute an intergovernmental agreement under Georgia Constitution Art. IX, Sec. III, Para. I between and among the Authority, the County, the Board of Assessors and the Tax Commissioner. Such intergovernmental agreement is subject to the 50-year term limit contained in such provision of the Georgia Constitution, but shall expire earlier upon its complete performance.

Upon its execution of this Agreement, each Party hereto represents and warrants that its governing body or other authorized committee or official thereof has approved and authorized its entry into such Agreement or Acknowledgment.

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement and caused it to be delivered as of the following "**Effective Date**": December 21, 2021.

The "Authority":

**DEVELOPMENT AUTHORITY OF LUMPKIN
COUNTY, GEORGIA**

By: _____
Chairman

ATTEST:

Secretary

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**BOARD OF TAX ASSESSORS
OF LUMPKIN COUNTY**

By: _____
Chairman

**TAX COMMISSIONER OF
LUMPKIN COUNTY**

Mike Young

LUMPKIN COUNTY

99 Courthouse Hill, Suite A
Dahlonega, GA 30533

By: _____
Chairman, Board of County Commissioners

ATTEST:

Clerk, Board of County Commissioners

[COUNTY'S SEAL]



Lumpkin County, Georgia

Finance Department

Date:	December 21, 2021
Agenda Item:	District Attorney's MOA for Coronavirus Emergency Supplemental Funding Program
Item Description:	District Attorney's MOA for Coronavirus Emergency Supplemental Funding Program This MOA is for the Coronavirus Emergency Supplemental Funding (CESF) Program. The Prosecuting Attorneys' Council of Georgia (PAC) has submitted CESF grant application renewals for comp advocate funds for the 2022 Federal Fiscal year. The purpose of the funds is to prevent, prepare, and respond to the Coronavirus. Funding supports essential personnel who can respond to the backlog of victim cases or increased services needs due to the pandemic. CESF Funding Comp Advocate \$43,500 Grant Period: October 1, 2021 – September 30, 2022 The Coronavirus Emergency Supplemental Funding (CESF) Program is funding the DA's portion that was formerly funded by the VOCA Comp Advocate program.
Facts & Historical Information:	The Enotah Judicial Circuit's Victims' Assistance Program was created in July of 1993 for the purpose of providing services to victims of crime within the four counties comprising the Circuit. The goals of the program are to provide victims of crime with knowledge of victims' rights and available community resources; provide victims with education about the criminal justice system; and assist victims in gaining a sense of closure as they transition from "victim" to "survivor." The program provides emotional support to victims of crime and assistance to help reduce the trauma of victimization. The program also provides services to child victims of crime and their families, victims of sexual assault, surviving family members of homicide victims, adult survivors of incest or child abuse, victims of robbery, victims of elder abuse, and victims of DUI crashes. The program operates as part of the Enotah Judicial Circuit's District Attorney's Office. There are two full-time staff members along with a number of part-time staff members and several volunteers who assist in providing services to victims. The following services are provided by the program: information about the status of a case; information and explanation about court proceedings; and accompaniment to proceedings with victims and their families. The program also provides information about and referrals to other agencies which are available to assist victims, provides assistance in filing Crime Victims' Compensation Fund claims, provides information on how to register for the V.I.P program provided through the Department of Corrections and Board of Pardons & Parole, and provides assistance in completing a victims' impact statement. Additionally, the program provides preparation for children who are victims of crime and who will be called upon to testify in court.
Potential Courses Of Action:	A. Approve the Memorandum of Agreement and continue the program.

B. Reject the Memorandum of Agreement and identify other funding source(s) to continue the program.

C. Reject the Memorandum of Agreement and suspend the program.

Budget Impact:

Should the County choose to approve the Memorandum of Agreement, there is no matching requirement for the (CESF) program.

\$43,500.00 Grant Award (Federal)

Staff Recommendation:

District Attorney Langley has requested the Board of Commissioners approve this MOA.



Lumpkin County, Georgia

County Clerk Department

Date:	December 21, 2021
Agenda Item:	Alcoholic Beverage License – Real Hospitality Ventures Inc. d/b/a Mountain Laurel Creek Inn & Spa
Item Description:	Alcoholic Beverage License – Real Hospitality Ventures Inc. d/b/a Mountain Laurel Creek Inn & Spa. This is for the issuance of an alcoholic beverage license for beer or wine consumption on premises located at 202 Talmer Grizzle Road, Dahlonega, GA 30533.
Facts & Historical Information:	Jeffrey Scott Cudd is applying for Real Hospitality Ventures Inc. d/b/a Mountain Laurel Creek Inn & Spa to obtain a beer or wine consumption on premises alcoholic beverage license.
Potential Courses Of Action:	A. Approve the license. B. Deny the license
Staff Recommendation:	Approve the alcoholic beverage license.