



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

April 16, 2024
6:00 PM

- **CALL TO ORDER**
- **INVOCATION**
- **CONSIDERATION OF AGENDA**
- **PUBLIC COMMENTS (Agenda Specific)**
- **CONSIDERATION OF MINUTES**
 1. Board of Commissioners - Work Session - March 5, 2024 4:00 PM
 2. Board of Commissioners - Public Hearing - CAM - March 19, 2024 4:00 PM
 3. Board of Commissioners - Work Session II - March 19, 2024 5:30 PM
 4. Board of Commissioners - Regular Meeting - March 19, 2024 6:00 PM
- **RESOLUTIONS**
 5. 2024-17 Appoint Member to Dahlonega-Lumpkin County Visitors Bureau Tourism Board of Directors - *Emily Ponder*
 6. 2024-18 Reappoint Member to Lumpkin County DFACS Board - *Trish Hawkins to Seat 1, with a term expiring 05/31/2029*
 7. 2024-19 Appoint/Reappoint Members to Yahoola Creek Reservoir Property Study Committee - *Tom Lamb to Seat 1, Ben LaChance to Seat 2, Martie Heaton to Seat 3, Steve Gooch to Seat 5, Wyman Walden to Seat 6, and DeEnna Walters to Seat 7 all with terms expiring 05/15/2025*
 8. 2024-20 April Surplus Property (*Finance Director Abby Branan*)
 9. 2024-21 Resolution to Amend the Character Area Map of Lumpkin County (*County Clerk Melissa Witcher*)
 10. 2024-22 Amend the Lumpkin County Private Road Sign Policy & Fee Schedule (*County Manager Alan Ours*)
 11. 2024-24 Appoint Member to Parks & Recreation Citizens Advisory Board - *Jessica Tardonía to Seat 3 of an unexpired term ending 12/31/2025*
- **REPORTS**

County Department reports can be viewed on www.lumpkincounty.gov
- **ELECTED OFFICIALS**
- **CONTRACTS/AGREEMENTS**

12. 2024-028 Contract Renewal with Esri for ArcGIS Products (*GIS Administrator Martin Durand*) **Ratify**
13. 2024-029 Bluebeam Studio Subscription Service Agreement (*GIS Administrator Martin Durand*) **Ratify**
14. 2024-031 Board of Regents/UGA & Lumpkin County MOU - Extension Service Office (*Finance Director Abby Branan*)
15. 2024-032 Tebarco Mechanical LLC - Justice Center HVAC Repairs Contract (*Director of Operations Ashley Peck*) **Ratify**
16. 2024-033 Impact Fire Contract - Detention Center Sprinkler System Repairs (*Director of Operations Ashley Peck*) **Ratify**
17. 2024-034 Fire Station 2 Addition Contract - Crown Service Contractors (*Director of Operations Ashley Peck*) **Ratify**
18. 2024-035 Falcon Design Consultants, LLC - Engineering Services Contract Renewal (*Director of Operations Ashley Peck*)
19. 2024-036 American Red Cross Licensed Training Provider Agreement (*Pinetree Recreation Center Manager Jared Ray*)
20. 2024-037 Coca-Cola Bottling Company Equipment Agreement (*Pinetree Recreation Center Manager Jared Ray*)

- **COUNTY MANAGER**
- **COUNTY ATTORNEY**
- **COMMISSIONERS**
- **PUBLIC COMMENTS**
- **EXECUTIVE SESSION - Potential Land Acquisition**
- **ADJOURNMENT**



Lumpkin County, Georgia

County Clerk

Date:

April 16, 2024

Agenda Item:

Board of Commissioners - Work Session - March 5, 2024 4:00 PM

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:



LUMPKIN COUNTY
Board of Commissioners
Work Session Agenda
Commissioners Boardroom
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- **CALL TO ORDER**
- **PRESENTATIONS**
 1. Ninth District Presentation (*Marilyn Smiley*)
- **PROCLAMATIONS**
 2. LCHS Varsity Men's Wrestling Team GHSA 3A Duals State Champions Proclamation - ***Regular Meeting***
 3. Child Abuse Prevention Month Joint Proclamation
- **MINUTES**
 4. Board of Commissioners - Work Session - February 6, 2024 4:00 PM
 5. Board of Commissioners - Work Session II - February 20, 2024 5:30 PM
 6. Board of Commissioners - Regular Meeting - February 20, 2024 6:00 PM
 7. Board of Commissioners - Special Called Work Session - February 26, 2024 5:00 PM
- **RESOLUTIONS**
 8. 2024-10 Amend 2024 Budget (*Finance Director Abby Branan*)
 9. 2024-11 Appoint/Reappoint Members to LC Veterans Affairs Committee - *Elizabeth Curley to Seat 3, and Allen Story to Seat 4, both with terms expiring 04/14/2028 and Jacob Levy to Seat 8, with a term expiring 04/14/2026.*
 10. 2024-12 Appoint Members to the Planning Commission - *Steve Sylvester to Seat 5, of an unexpired term ending 8/27/2024 and Mireya Eavey to Seat 6, of an unexpired term ending 8/27/2025.*
 11. 2024-13 Revise County Indigent Burial Contribution (*County Manager Alan Ours*)
 12. 2024-14 Field Usage Policy and Agreement for Travel Teams (*Park & Recreation Manager Tim Towe*)
 13. 2024-15 Policies and Procedures for the Pinetree Recreation Center (*Pinetree Recreation Center Manager Jared Ray*)
- **CONTRACTS/AGREEMENTS**
 14. 2024-015 2024 TSPLOST Asphalt Resurfacing Bid Award - Colditz Trucking (*Special Projects Manager Charles Trammell*)
 15. 2024-016 Flock Group Inc. Contract Amendment (*Finance Director Abby Branan*)
 16. 2024-017 AT&T Call Handling System Contract for 911 Center (*E911 Director Carlton Chester*)
 17. 2024-018 Quench Water Cooler for Detention Center (*Sheriff Stacy Jarrard*)

18. 2024-019 ACCG Civic Affairs Foundation, Inc. Georgia County Internship Program Grant Contract (*Community & Economic Development Director Rebecca Mincey*)
 19. 2024- 020 TWC Services, Inc. Equipment Lease Agreement - Fire Station 1 Ice Machine (*Fire Chief David Wimpy*)
 20. 2024-021 Pinetree Recreation Center Fire Alarm Monitoring Agreement - Arrow Systems, LLC (*Director of Operations Ashley Peck*)
 21. 2024-022 UniFirst Lease Agreement - 2 AEDs at Pinetree Recreation Center (*Director of Operations Ashley Peck*)
 22. 2024-023 2024 LMIG Contract Amendment (*Special Projects Manager Charles Trammell*)
 23. 2024-024 Pinetree Recreation Center Bleachers (*Director of Operations Ashley Peck*) **Ratify**
 24. 2024-025 Facilities Use Agreement for The Wall That Heals Exhibition (*County Clerk Melissa Witcher*)
- **OTHER ITEMS**
 25. Pinetree Recreation Center Logo Approval (*County Clerk Melissa Witcher*)
 26. Pinetree Recreation Mascot Approval (*Director of Operations Ashley Peck*)
 27. Pinetree Interior and Exterior Furniture (*Director of Operations Ashley Peck*) **Ratify**
 28. Confirm Admission Costs, Rental Fees, and Program Fees for the Pinetree Recreation Center (*Pinetree Recreation Center Manager Jared Ray*)
 29. Approval of Positions for the Lumpkin County Recycling Center (*Special Projects Director Ashley Peck*)
 30. Approval of Site Plan and Funding for the New Lumpkin County Recycling Center (*Special Projects Director Ashley Peck*)
 31. Request for Board Consideration of Baseball/Softball Field Upgrades for Yahoola Creek Park. Fields 5, 7, 8, 9 ,10 (*Park & Recreation Manager Tim Towe*)
 32. Parcel 083 100 Site Development Extension Request - **Work Session 2** (*Community & Economic Development Director Rebecca Mincey*)
 - **COUNTY MANAGER**
 - **COUNTY ATTORNEY**
 - **COMMISSIONERS**
 - **PUBLIC COMMENT (Agenda Specific)**
 - **ADJOURNMENT**

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



March 5, 2024
4:00 PM

CALL TO ORDER

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

PRESENTATIONS

1. Ninth District Presentation (*Marilyn Smiley*)

PROCLAMATIONS

2. LCHS Varsity Men's Wrestling Team GHSA 3A Duals State Champions Proclamation - *Regular Meeting*

3. Child Abuse Prevention Month Joint Proclamation

MINUTES

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7. Board of Commissioners - Special Called Work Session - February 26, 2024 5:00 PM

RESOLUTIONS

8. 2024-10 Amend 2024 Budget (*Finance Director Abby Branan*)

Consideration of a 2024 Budget Amendment

9. 2024-11 Appoint/Reappoint Members to LC Veterans Affairs Committee - *Elizabeth Curley to Seat 3, and Allen Story to Seat 4, both with terms expiring 04/14/2028 and Jacob Levy to Seat 8, with a term expiring 04/14/2026.*

10. 2024-12 Appoint Members to the Planning Commission - *Steve Sylvester to Seat 5, of an unexpired term ending 8/27/2024 and Mireya Eavey to Seat 6, of an unexpired term ending 8/27/2025.*

11. 2024-13 Revise County Indigent Burial Contribution (*County Manager Alan Ours*)

Consideration to increase the amount paid for indigent burial.

Chairman Dockery said we researched what other counties pay for indigent burials and we would like to be more in line with what surrounding counties are providing.

12. 2024-14 Field Usage Policy and Agreement for Travel Teams (*Park & Recreation Manager Tim Towe*)

Policy to guide and direct usage and availability for Travel Baseball and Softball Teams at Lumpkin County Park and Rec.

Tim Towe, Parks & Recreation Manager, updated the Commissioners on some of the changes he had made to the proposed policy. The changes are mostly minor adjustments to the travel team fees for single games and practices so that the teams can practice more often. Commissioner Mayfield asked about liability waivers since he did not see one included with this policy, and Mr. Towe said everyone who uses the facilities is required to sign a waiver.

13. 2024-15 Policies and Procedures for the Pinetree Recreation Center (*Pinetree Recreation Center Manager Jared Ray*)

Rules and policies are necessary for all patrons to follow while using the aquatic facility. Georgia Department of Public Health mandates that risks and rules are posted where the public can view them while at the Pinetree Recreation Center.

Work Session
March 5, 2024

CONTRACTS/AGREEMENTS

14. 2024-015 2024 TSPLOST Asphalt Resurfacing Bid Award - Colditz Trucking (Special Projects Manager Charles Trammell)

Recommendation to award the Tsplost 2024 Project Bids.

15. 2024-016 Flock Group Inc. Contract Amendment (Finance Director Abby Branan)

Consideration of amending the Flock Group Inc. contract terms.

16. 2024-017 AT&T Call Handling System Contract for 911 Center (E911 Director Carlton Chester)

Service provided by AT&T, which utilizes Call Handling Equipment to receive and transport calls from within a service area to authorized Public Safety Answering Points (PSAPs) 911 centers.

17. 2024-018 Quench Water Cooler for Detention Center (Sheriff Stacy Jarrard) Place a water cooler in booking replacing the broken water fountain for employees. Commissioner Mayfield asked about the difference in cost between leasing a cooler or outright buying one. LCSO staff said they could look into purchasing a cooler if the Commissioners desire it. They already have two existing coolers from Quench.

18. 2024-019 ACCG Civic Affairs Foundation, Inc. Georgia County Internship Program Grant Contract (Community & Economic Development Director Rebecca Mincey)

Award contract from the Georgia County Internship Program (GCIP) grant from the Association County Commissioners of Georgia Civic Affairs Foundation for the 2024 summer program in the amount of \$2,659.50 for the GIS Software Migration Intern project to cover one internship.

19. 2024 -020 TWC Services, Inc. Equipment Lease Agreement - Fire Station 1 Ice Machine (Fire Chief David Wimpy)

Consideration of an equipment lease agreement for a commercial ice machine at Fire Station #1.

Commissioner Mayfield asked about the differences between buying the ice machine versus leasing it. David Wimpy, Fire Chief, said that the maintenance and repair costs are included with the lease, but we would be liable for any repairs if we owned the machine. He said the leasing program is cheaper in the long run due to the outrageous cost of repairs.

20. 2024-021 Pinetree Recreation Center Fire Alarm Monitoring Agreement - Arrow Systems, LLC (Director of Operations Ashley Peck)

Alarm system agreement with Arrow Systems to monitor the fire alarm at Pinetree Recreation Center

21. 2024-022 UniFirst Lease Agreement - 2 AEDs at Pinetree Recreation Center (Director of Operations Ashley Peck)

Lease agreement with UniFirst for the 2 AEDs which will be located at Pinetree Recreation Center

22. 2024-023 2024 LMIG Contract Amendment (Special Projects Manager Charles Trammell)

Recommendation to amend the Current LMIG Contract.

23. 2024-024 Pinetree Recreation Center Bleachers (Director of Operations Ashley Peck) **Ratify**

Director of Operations Ashley Peck thanked the Lumpkin County Purchasing Agent for her assistance, which saved the County almost \$9,000. The Commissioners were in consensus to move forward with the purchase of the bleachers.

24. 2024-025 Facilities Use Agreement for The Wall That Heals Exhibition (County Clerk Melissa Witcher)

This is for approval of an agreement with The University of North Georgia to allow The Wall That Heals to be displayed on their campus.

OTHER ITEMS

25. Pinetree Recreation Center Logo Approval (County Clerk Melissa Witcher)

This is a request for approval of a logo for the new Pinetree Recreation Center. The County Clerk showed three different logo examples to the Commissioners. Commissioner Greene expressed his desire for the logo to contain pine trees to tie in with the name of the facility.

26. Pinetree Recreation Mascot Approval (Director of Operations Ashley Peck)

Ms. Peck showed a few different mascot examples to the BOC, including a bear and a gold miner.

27. Pinetree Interior and Exterior Furniture (Director of Operations Ashley Peck) **Ratify**

Examples of the furniture that will be used at the new Recreation Center are attached for your review. The examples in

Work Session

March 5, 2024

2

the presentation are the style of furniture recommended by the Interior Designer. A picture of the colors, finishes, and fabrics are beside the example of the furniture. Physical samples of the colors, finishes, and fabrics will be available for your review.

*Attachment has been updated to show furniture with the chosen colors, finishes, and fabrics.

28. Confirm Admission Costs, Rental Fees, and Program Fees for the Pinetree Recreation Center (Pinetree Recreation Center Manager Jared Ray)

The Pinetree Recreation Center will offer different levels of rentals, admission types, and programs for the waterpark and court spaces. Rates and fees will need to be approved or adjusted to meet the needs of the new recreation center.

29. Approval of Positions for the Lumpkin County Recycling Center (Special Projects Director Ashley Peck)

Approval of the new positions for the Lumpkin County Recycling Center

30. Approval of Site Plan and Funding for the New Lumpkin County Recycling Center (Special Projects Director Ashley Peck)

Approval for the modifications to the Recycling Center site and approval of funding for the modifications.

Ms. Peck summarized the current proposed plan and explained how having compaction dumpsters at the Red Oak Flats Road facility would save on operational costs and increase revenue. Compaction dumpsters will keep the products sorted and compact it, which is almost a 7-to-1 difference compared to what we normally take. The dumpsters can also be moved if the County ever decides to get a baler. Ms. Peck said we can alter the days of operation of the proposed Red Oak Flats site. If we use the Transfer Station for recycling still, it will require some sort of monitoring.

Chairman Dockery said even if the recycling program at Red Oak Flats is not successful, the improvements made to the facility could be repurposed into something else. The bulk of the equipment required is the compaction dumpsters, so even if we do not have recycling there, there could be value in having a convenience station for the disposal of household garbage. Commissioner Stringer asked Ms. Peck for some clarification on the cost analysis and what Mark Robinson's involvement would be in the program.

31. Request for Board Consideration of Baseball/Softball Field Upgrades for Yahoola Creek Park. Fields 5, 7, 8, 9,10 (Park & Recreation Manager Tim Towe)

Staff recommends improvement to all fields listed due to conditions and safety concerns.

The Commissioners asked Mr. Towe if this level of renovation would be a regular occurrence, or if it was so bad because of lack of proper maintenance. Mr. Towe said the fields have not been maintained as properly as they should have. These repairs should give us another 8-10 years if they are maintained properly. Abby Branan, the Finance Director, explained how this item could be funded. The Commissioners had previously set aside repair funds for fields 5 and 6 in the amount of \$291,000, but now those funds are no longer needed due to the turf installation grant we received. Ms. Branan said the BOC could now allocate those funds for this field renovation. Commissioner Greene suggested relocating the Bermuda grass from the multipurpose field once it is replaced with artificial turf. Chairman Dockery instructed Mr. Towe to come up with an annual maintenance plan to keep the fields in good condition.

32. Parcel 083 100 Site Development Extension Request - **Work Session 2** (Community & Economic Development Director Rebecca Mincey)

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Greene said there was a travel baseball tournament at Yahoola Creek Park this past weekend, and it had a great economic benefit to our community. Commissioner Mayfield said he is still monitoring the amplified noise situation out in District 2, as requested by his constituent.

PUBLIC COMMENT (Agenda Specific)

Frank Pellegrino made comments about Park & Rec Field 5, which he commented on at a previous meeting. He said fixing the field and adding Bermuda grass will be great, but it will have to be maintained with sprinklers. He also said that the tree line along the field needs to be cut back.

Sheriff Jarrard thanked the Commissioners for considering an increase in indigent burial assistance.

Commissioner Mayfield commented on the recent Georgia Environmental Protection Division public hearing at the Community Center, which was to receive comments on the drip irrigation treatment system for a proposed RV park in the Frogtown area. He said the EPD was originally going to only have an online public hearing, but Chairman Dockery convinced them to hold an in-person hearing for the benefit of the citizens.

ADJOURNMENT

The meeting was adjourned at 5:02 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

County Clerk

Date:

April 16, 2024

Agenda Item:

Board of Commissioners - Public Hearing - CAM - March 19, 2024 4:00 PM

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:



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

March 19, 2024

4:00 PM

- **CALL TO ORDER**

- **OTHER ITEMS**

1. Nathan Gross, on behalf of HNG Holdings, is requesting a Character Area Map Amendment from Residential Growth to Gateway Corridor per Sec. 27-8.1.3 – Character area map amendments. The request is related to parcels 096-167, 096-198, 096-083, and 096-075 on HWY 52 E.
2. **Tabled at Planning Commission Meeting 03.11.2024** - Bill Bertram, on behalf of MOUNTAIN FIELD DEVELOPMENT LLC, is requesting a Character Area Map Amendment from Rural Places to Community Village Center per Sec. 27-8.1.3 – Character area map amendments. The request is related to tax parcels 030 256, 030 199, 030 198, 030 197, 030 258, 030 128, 030 127, 030 126, 030 125, 030 117, 030 115, 030 114, 030 200, 030 106, 030 111 and 030 107.
3. **Tabled at Planning Commission Meeting 03.11.2024** - Bill Bertram, on behalf of NORTH GEORGIA DEVELOPMENT LAND LLC, is requesting a Character Area Map Amendment from Rural Places to Community Village Center per Sec. 27-8.1.3 – Character area map amendments. The request is related to tax parcel 030 119.
4. **Tabled at Planning Commission Meeting 03.11.2024** - Bill Bertram, on behalf of DELVINO PROPERTY, LLC, is requesting a Character Area Map Amendment from Rural Places to Community Village Center per Sec. 27-8.1.3 – Character area map amendments. The request is related to tax parcels 030 113, 030 112, 030 110, 030 109 and 030 108.
5. **Tabled at Planning Commission Meeting 03.11.2024** - Bill Bertram, on behalf of J C MOUNTAIN PROPERTY LLC, is requesting a Character Area Map Amendment from Rural Places to Community Village Center per Sec. 27-8.1.3 – Character area map amendments. The request is related to tax parcel 031 001.
6. **Tabled at Planning Commission Meeting 03.11.2024** - Bill Bertram, on behalf of 650 JAY BRIDGE LLC, is requesting a Character Area Map Amendment from Rural Places to Community Village Center per Sec. 27-8.1.3 – Character area map amendments. The request is related to tax parcels 031 087 and 031 186.
7. **Tabled at Planning Commission Meeting 03.11.2024** - Bill Bertram, on behalf of HIGH MOUNTAIN PROPERTIES, LLC is requesting a Character Area Map Amendment from Rural Places to Community Village Center per Sec. 27-8.1.3 – Character area map amendments. The request is related to tax parcels 031 217 and 031 088.
8. **Tabled at Planning Commission Meeting 03.11.2024** - Bill Bertram, on behalf of 954 BRYANT ROAD LLC, is requesting a Character Area Map Amendment from Rural Places to Community Village Center per Sec. 27-8.1.3 – Character area map amendments. The request is related to tax parcels 031 089.

- **PUBLIC COMMENT**

- **ADJOURNMENT**

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



March 19, 2024
4:00 PM

CALL TO ORDER

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

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PUBLIC COMMENT

Chairman Dockery read aloud the procedures for the public hearing after Rebecca Mincey read the history of the parcels and a summary of the applicant's request. He explained that the purpose of today's hearing is to look at the Character Area Map amendment request and how to get this property back into a conforming use. When the property owner started his business there it was originally compliant with the Character Area Map, but it was thrown out of compliance after an update to the map. The current use is for an outdoor storage yard, but the applicant does intend to request a SLUA in the future for a scrap metal recycling center, which could include the crushing of concrete or other materials. The Chairman said we are not here to discuss concrete crushing or any proposed use, we are talking about the existing storage yard and how to bring it into compliance.

Nathan Gross, the applicant, said they have turned in a Special Land Use Approval application for consideration by the Planning Department. He explained how their designated Character Area was changed from Gateway Corridor to Residential Growth sometime around 2020. They are hoping to be able to meet the requirements since they have invested so much into this property already. At the request of neighbors, they have installed a lot of screen fencing and vegetation, and they intend to put up privacy slats to screen the entire property.

Citizen Deborah Harris of 4918 Highway 52 East came to voice her concerns about the request. She and several of her neighbors are concerned about the possibility of the site creating pollution, and her well is less than 35 yards from the property line. She said the view of the site from her property is not pretty. Her neighbors were not able to attend this meeting, but they plan to attend the SLUA hearing in the future.

Commissioner Greene asked why these parcels were not lumped in with the Gateway Corridor. Ms. Mincey said there was a discussion in 2018 to change all of the platted subdivisions along the Gateway Corridor to Residential Growth, which would have been enacted at a BOC meeting.

The property was under Gateway Corridor when the owner purchased it, and it was changed afterward. Chairman Dockery said it appears this property was overlooked when it already had a commercial use on it. It was an unintentional oversight.

Motion: *Chairman Dockery moved to table this application and consider it at the regular meeting. The motion was seconded by Commissioner Mayfield and it carried unanimously.*

ADJOURNMENT

Motion: *Commissioner Mayfield moved to adjourn the meeting and was seconded by Commissioner Stringer. The motion was approved unanimously and the meeting ended at 4:36 pm.*

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

County Clerk

Date: April 16, 2024

Agenda Item: Board of Commissioners - Work Session II - March 19, 2024 5:30 PM

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- **OTHER ITEMS**

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27. Pinetree Interior and Exterior Furniture (*Director of Operations Ashley Peck*) **Ratify**
28. Confirm Admission Costs, Rental Fees, and Program Fees for the Pinetree Recreation Center (*Pinetree Recreation Center Manager Jared Ray*)
29. Request for Board Consideration of Baseball/Softball Field Upgrades for Yahoola Creek Park Fields 5, 7, 8, 9 ,10 (*Park & Recreation Manager Tim Towe*)
30. Parcel 083 100 Site Development Extension Request (*Community & Economic Development Director Rebecca Mincey*)

- **COUNTY MANAGER**

- **COUNTY ATTORNEY**

- **COMMISSIONERS**

- **PUBLIC COMMENT (Agenda Specific)**

- **ADJOURNMENT**

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



March 19, 2024
5:30 PM

CALL TO ORDER

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

PROCLAMATIONS

1. LCHS Varsity Men's Wrestling Team GHSA 3A Duals State Champions Proclamation - *Regular Meeting*

2. Child Abuse Prevention Month Joint Proclamation

MINUTES

3. Board of Commissioners - Work Session - February 6, 2024 4:00 PM

4. Board of Commissioners - Work Session II - February 20, 2024 5:30 PM

5. Board of Commissioners - Regular Meeting - February 20, 2024 6:00 PM

6. Board of Commissioners - Special Called Work Session - February 26, 2024 5:00 PM

RESOLUTIONS

7. 2024-11 Appoint/Reappoint Members to LC Veterans Affairs Committee - *Elizabeth Curley to Seat 3, and Allen Story to Seat 4, both with terms expiring 04/14/2028 and Jacob Levy to Seat 8, with a term expiring 04/14/2026.*

8. 2024-12 Appoint Members to the Planning Commission - *Steve Sylvester to Seat 5, of an unexpired term ending 8/27/2024 and Mireya Eavey to Seat 6, of an unexpired term ending 8/27/2025.*

9. 2024-13 Revise County Indigent Burial Contribution (*County Manager Alan Ours*)
Consideration to increase the amount paid for indigent burial.

10. 2024-14 Field Usage Policy and Agreement for Travel Teams (*Park & Recreation Manager Tim Towe*)
Policy to guide and direct usage and availability for Travel Baseball and Softball Teams at Lumpkin County Park and Rec.

11. 2024-15 Policies and Procedures for the Pinetree Recreation Center (*Pinetree Recreation Center Manager Jared Ray*)
Rules and policies are necessary for all patrons to follow while using the aquatic facility. Georgia Department of Public Health mandates that risks and rules are posted where the public can view them while at the Pinetree Recreation Center.

12. 2024-16 Update Lumpkin County Fee Schedule (*County Clerk Melissa Witcher*)
Consideration of an update to the Lumpkin County Fee Schedule.

CONTRACTS/AGREEMENTS

13. 2024-015 2024 TSPLOST Asphalt Resurfacing Bid Award - *Colditz Trucking (Special Projects Manager Charles Trammell)*
Recommendation to award the Tsplost 2024 Project Bids.

14. 2024-016 Flock Group Inc. Contract Amendment (*Finance Director Abby Branan*)
Consideration of amending the Flock Group Inc. contract terms.

15. 2024-017 AT&T Call Handling System Contract for 911 Center (*E911 Director Carlton Chester*)
Service provided by AT&T, which utilizes Call Handling Equipment to receive and transport calls from within a service area to authorized Public Safety Answering Points (PSAPs) 911 centers.

Work Session II
March 19, 2024

16. 2024-018 Quench Water Cooler for Detention Center (Sheriff Stacy Jarrard)
Place a water cooler in booking replacing the broken water fountain for employees.

17. 2024-019 ACCG Civic Affairs Foundation, Inc. Georgia County Internship Program Grant Contract (Community & Economic Development Director Rebecca Mincey)
Award contract from the Georgia County Internship Program (GCIP) grant from the Association County Commissioners of Georgia Civic Affairs Foundation for the 2024 summer program in the amount of \$2,659.50 for the GIS Software Migration Intern project to cover one internship.

18. 2024 -020 TWC Services, Inc. Equipment Lease Agreement - Fire Station 1 Ice Machine (Fire Chief David Wimpy)
Consideration of an equipment lease agreement for a commercial ice machine at Fire Station #1.

Commissioner Stringer said we might be better off buying an ice machine rather than leasing one. The other Commissioners agreed, and Chairman Dockery suggested they could authorize a purchase not to exceed a certain amount.

19. 2024-021 Pinetree Recreation Center Fire Alarm Monitoring Agreement - Arrow Systems, LLC (Director of Operations Ashley Peck)
Alarm system agreement with Arrow Systems to monitor the fire alarm at Pinetree Recreation Center

~~20. 2024 -022 UniFirst Lease Agreement - 2 AEDs at Pinetree Recreation Center (Director of Operations Ashley Peck)~~
Lease agreement with UniFirst for the 2 AEDs which will be located at Pinetree Recreation Center

This item was struck from the agenda.

21. 2024-023 2024 LMIG Contract Amendment (Special Projects Manager Charles Trammell)
Recommendation to amend the Current LMIG Contract.

22. 2024-024 Pinetree Recreation Center Bleachers (Director of Operations Ashley Peck) **Ratify**
Director of Operations Ashley Peck thanked the Lumpkin County Purchasing Agent for her assistance, which saved the County almost \$9,000. The Commissioners were in consensus to move forward with the purchase of the bleachers.

23. 2024-025 Facilities Use Agreement for The Wall That Heals Exhibition (County Clerk Melissa Witcher)
This is for approval of an agreement with The University of North Georgia to allow The Wall That Heals to be displayed on their campus.

24. 2024-026 S&L Integrated Systems, LLC Contract – Justice Center Audio-Visual Upgrades (County Manager Alan Ours)
Consideration of an agreement with S&L Integrated Systems, LLC for audio-visual upgrades at the Justice Center.

OTHER ITEMS

25. Pinetree Recreation Center Logo Approval (County Clerk Melissa Witcher)
This is a request for approval of a logo for the new Pinetree Recreation Center.

26. Pinetree Recreation Mascot Approval (Director of Operations Ashley Peck)

27. Pinetree Interior and Exterior Furniture (Director of Operations Ashley Peck) **Ratify**
Examples of the furniture that will be used at the new Recreation Center are attached for your review. The examples in the presentation are the style of furniture recommended by the Interior Designer. A picture of the colors, finishes, and fabrics are beside the example of the furniture. Physical samples of the colors, finishes, and fabrics will be available for your review.

*Attachment has been updated to show furniture with the chosen colors, finishes, and fabrics.

28. Confirm Admission Costs, Rental Fees, and Program Fees for the Pinetree Recreation Center (Pinetree Recreation Center Manager Jared Ray)
The Pinetree Recreation Center will offer different levels of rentals, admission types, and programs for the waterpark and court spaces. Rates and fees will need to be approved or adjusted to meet the needs of the new recreation center.

29. Request for Board Consideration of Baseball/Softball Field Upgrades for Yahoola Creek Park. Fields 5, 7, 8, 9,10 (Park & Recreation Manager Tim Towe)
Staff recommends improvement to all fields listed due to conditions and safety concerns.

30. Parcel 083 100 Site Development Extension Request - **Work Session 2** (Community & Economic Development Director Rebecca Mincey)

The owners/developers of parcel 083 100, United Family Homes, are seeking an extension for the site development of the property for 2 months.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Greene thanked Charles Trammell for his quick response to fix a road after a citizen complaint.

Chairman Dockery applauded the County Manager, Mr. Ours, for his efforts to resolve the Lumpkin-Union County line confusion up near Blood Mountain. He said we had a meeting with Union County and did research going back to 1821, and we finally have a clear understanding about the boundary. Mr. Ours and the County Surveyor walked through the woods and ended up finding the stone marker showing the original County line.

PUBLIC COMMENT (Agenda Specific)

Sheriff Jarrard thanked the Commissioners and Mr. Ours for looking into the Lumpkin-Union boundary because he has had some confusion with the Union County Sheriff over the years regarding who should be responding to 911 calls from that area. He also informed everyone that this Saturday would be busy, with a 5k, parade, and an event at Community Helping Place all happening in town.

ADJOURNMENT

The meeting was adjourned at 5:47 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

County Clerk

Date: April 16, 2024

Agenda Item: Board of Commissioners - Regular Meeting - March 19, 2024 6:00 PM

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



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

March 19, 2024
6:00 PM

- **CALL TO ORDER**
- **INVOCATION**
- **CONSIDERATION OF AGENDA**
- **PUBLIC COMMENTS (Agenda Specific)**
- **PROCLAMATIONS**
 1. LCHS Varsity Men's Wrestling Team GHSA 3A State Champions Proclamation
 2. Child Abuse Prevention Month Joint Proclamation
- **CONSIDERATION OF MINUTES**
 3. Board of Commissioners - Work Session - February 6, 2024 4:00 PM
 4. Board of Commissioners - Work Session II - February 20, 2024 5:30 PM
 5. Board of Commissioners - Regular Meeting - February 20, 2024 6:00 PM
 6. Board of Commissioners - Special Called Work Session - February 26, 2024 5:00 PM
- **RESOLUTIONS**
 7. 2024-11 Appoint/Reappoint Members to LC Veterans Affairs Committee - *Elizabeth Curley to Seat 3, and Allen Story to Seat 4, both with terms expiring 04/14/2028 and Jacob Levy to Seat 8, with a term expiring 04/14/2026.*
 8. 2024-12 Appoint Members to the Planning Commission - *Steve Sylvester to Seat 5, of an unexpired term ending 8/27/2024 and Mireya Eavey to Seat 6, of an unexpired term ending 8/27/2025.*
 9. 2024-13 Revise County Indigent Burial Contribution (*County Manager Alan Ours*)
 10. 2024-14 Field Usage Policy and Agreement for Travel Teams (*Park & Recreation Manager Tim Towe*)
 11. 2024-15 Policies and Procedures for the Pinetree Recreation Center (*Pinetree Recreation Center Manager Jared Ray*)
 12. 2024-16 Update Lumpkin County Fee Schedule (*County Clerk Melissa Witcher*)
- **REPORTS**

County Department reports can be viewed on www.lumpkincounty.gov
- **ELECTED OFFICIALS**
- **CONTRACTS/AGREEMENTS**

13. 2024-015 2024 TSPLOST Asphalt Resurfacing Bid Award - Colditz Trucking (*Special Projects Manager Charles Trammell*)
14. 2024-016 Flock Group Inc. Contract Amendment (*Finance Director Abby Branan*)
15. 2024-017 AT&T Call Handling System Contract for 911 Center (*E911 Director Carlton Chester*)
16. 2024-018 Quench Water Cooler for Detention Center (*Sheriff Stacy Jarrard*)
17. 2024-019 ACCG Civic Affairs Foundation, Inc. Georgia County Internship Program Grant Contract (*Community & Economic Development Director Rebecca Mincey*)
18. 2024- 020 TWC Services, Inc. Equipment Lease Agreement - Fire Station 1 Ice Machine (*Fire Chief David Wimpy*)
19. 2024-021 Pinetree Recreation Center Fire Alarm Monitoring Agreement - Arrow Systems, LLC (*Director of Operations Ashley Peck*)
- ~~20. 2024-022 UniFirst Lease Agreement – 2 AEDs at Pinetree Recreation Center (*Director of Operations Ashley Peck*)~~
21. 2024-023 2024 LMIG Contract Amendment (*Special Projects Manager Charles Trammell*)
22. 2024-024 Pinetree Recreation Center Bleachers (*Director of Operations Ashley Peck*) **Ratify**
23. 2024-025 Facilities Use Agreement for The Wall That Heals Exhibition (*County Clerk Melissa Witcher*)
24. 2024-026 S&L Integrated Systems, LLC Contract - Justice Center Audio-Visual Upgrades (*County Manager Alan Ours*)

- **OTHER ITEMS**

25. Pinetree Recreation Center Logo Approval (*County Clerk Melissa Witcher*)
26. Pinetree Recreation Mascot Approval (*Director of Operations Ashley Peck*)
27. Pinetree Interior and Exterior Furniture (*Director of Operations Ashley Peck*) **Ratify**
28. Confirm Admission Costs, Rental Fees, and Program Fees for the Pinetree Recreation Center (*Pinetree Recreation Center Manager Jared Ray*)
29. Request for Board Consideration of Baseball/Softball Field Upgrades for Yahoola Creek Park Fields 5, 7, 8, 9 ,10 (*Park & Recreation Manager Tim Towe*)
30. Parcel 083 100 Site Development Extension Request (*Community & Economic Development Director Rebecca Mincey*)

- **COUNTY MANAGER**

- **COUNTY ATTORNEY**

- **COMMISSIONERS**

- **PUBLIC COMMENTS**

- **ADJOURNMENT**

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



March 19, 2024
6:00 PM

CALL TO ORDER

The meeting was called to order at 6:02 pm. Present were Chairman Chris Dockery and Commissioners Tucker Greene, Bobby Mayfield, Rhett Stringer, and Jeff Moran.

INVOCATION

Sheriff Jarrard gave the invocation which was followed by the Pledge of Allegiance.

CONSIDERATION OF AGENDA

Motion: Chairman Dockery moved to approve the agenda with the following changes: item 28 will be moved after item 11 and before item 12, and we will add Item 31, which is Nathan Gross, on behalf of HNG Holdings, is requesting a Character Area Map Amendment from Residential Growth to Gateway Corridor per Sec. 27-8.1.3 A– Character area map amendments. The request is related to parcels 096-167, 096-198, 096 -083, and 096-075 on HWY 52 E. The motion was seconded by Commissioner Mayfield and was approved unanimously.

PUBLIC COMMENTS (Agenda Specific)

PROCLAMATIONS

1. LCHS Varsity Men's Wrestling Team GHSA 3A State Champions Proclamation

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

2. Child Abuse Prevention Month Joint Proclamation

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

CONSIDERATION OF MINUTES

3. Board of Commissioners - Work Session - February 6, 2024 4:00 PM

4. Board of Commissioners - Work Session II - February 20, 2024 5:30 PM

5. Board of Commissioners - Regular Meeting - February 20, 2024 6:00 PM

6. Board of Commissioners - Special Called Work Session - February 26, 2024 5:00 PM

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

RESOLUTIONS

7. 2024-11 Appoint/Reappoint Members to LC Veterans Affairs Committee - Elizabeth Curley to Seat 3, and Allen Storey to Seat 4, both with terms expiring 04/14/2028 and Jacob Levy to Seat 8, with a term expiring 04/14/2026.

Motion: Chairman Dockery moved to appoint Elizabeth Curley to Seat 3 with a term expiring 4/14/2028. The motion was seconded by Commissioner Mayfield, and it was approved unanimously.

Motion: Chairman Dockery moved to appoint Allen Storey to Seat 4 with a term expiring 4/14/2028. The motion was seconded by Commissioner Greene, and it was approved unanimously.

Regular Meeting
March 19, 2024

Motion: Chairman Dockery moved to appoint Elizabeth Curley to Seat 8 with a term expiring 4/14/2026. The motion was seconded by Commissioner Moran, and it was approved unanimously.

8. 2024-12 Appoint Members to the Planning Commission - Steve Sylvester to Seat 5, of an unexpired term ending 8/27/2024 and Mireya Eavey to Seat 6, of an unexpired term ending 8/27/2025.

Motion: Chairman Dockery moved to appoint Steve Sylvester to Seat 5 with an unexpired term ending 8/27/2024. He was seconded by Commissioner Mayfield, and the motion was approved unanimously.

Motion: Chairman Dockery moved to appoint Mireya Eavey to Seat 6 with an unexpired term ending 8/27/2025. He was seconded by Commissioner Greene, and the motion was approved unanimously.

9. 2024-13 Revise County Indigent Burial Contribution (County Manager Alan Ours)
Consideration to increase the amount paid for indigent burial.

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

10. 2024-14 Field Usage Policy and Agreement for Travel Teams (Park & Recreation Manager Tim Towe)
Policy to guide and direct usage and availability for Travel Baseball and Softball Teams at Lumpkin County Park and Rec.

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

11. 2024-15 Policies and Procedures for the Pinetree Recreation Center (Pinetree Recreation Center Manager Jared Ray)
Rules and policies are necessary for all patrons to follow while using the aquatic facility. Georgia Department of Public Health mandates that risks and rules are posted where the public can view them while at the Pinetree Recreation Center.

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

12. 2024-16 Update Lumpkin County Fee Schedule (County Clerk Melissa Witcher)
Consideration of updating the Lumpkin County Fee Schedule.

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

REPORTS

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

ELECTED OFFICIALS

CONTRACTS/AGREEMENTS

13. 2024-015 2024 TSPLOST Asphalt Resurfacing Bid Award - Colditz Trucking (Special Projects Manager Charles Trammell)
Recommendation to award the Tsplost 2024 Project Bids.

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

14. 2024-016 Flock Group Inc. Contract Amendment (Finance Director Abby Branan)
Consideration of amending the Flock Group Inc. contract terms.

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

15. 2024-017 AT&T Call Handling System Contract for 911 Center (E911 Director Carlton Chester)
Service provided by AT&T, which utilizes Call Handling Equipment for purposes of receiving and transporting calls from within a service area to authorized Public Safety Answering Points (PSAPs) 911 centers.

Motion: Commissioner Moran moved to approve option B, which is to purchase the service and equipment. The motion was seconded by Commissioner Mayfield, and it was approved unanimously.

16. 2024-018 Quench Water Cooler for Detention Center (Sheriff Stacy Jarrard)

Place a water cooler in booking replacing the broken water fountain for employees.

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

17. 2024-019 ACCG Civic Affairs Foundation, Inc. Georgia County Internship Program Grant Contract (Community & Economic Development Director Rebecca Mincey)

Award contract from the Georgia County Internship Program (GCIP) grant from the Association County Commissioners of Georgia Civic Affairs Foundation for the 2024 summer program in the amount of \$2,659.50 for the GIS Software Migration Intern project to cover one internship.

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

18. 2024 -020 TWC Services, Inc. Equipment Lease Agreement - Fire Station 1 Ice Machine (Fire Chief David Wimpy)

Consideration of an equipment lease agreement for a commercial ice machine at Fire Station #1.

Motion: Commissioner Stringer moved that the Fire Chief be authorized to purchase a new ice machine with a price up to \$6,500. Commissioner Mayfield seconded the motion for discussion.

Motion: Commissioner Stringer amended his motion for the price of the ice machine not to exceed \$8,000. Commissioner Mayfield seconded the amended motion, which was approved and carried.

19. 2024-021 Pinetree Recreation Center Fire Alarm Monitoring Agreement - Arrow Systems, LLC (Director of Operations Ashley Peck)

Alarm system agreement with Arrow Systems to monitor the fire alarm at Pinetree Recreation Center

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

~~20. 2024 -022 UniFirst Lease Agreement - 2 AEDs at Pinetree Recreation Center (Director of Operations Ashley Peck)~~

~~Lease agreement with UniFirst for the 2 AEDs which will be located at Pinetree Recreation Center.~~

This item was struck from the agenda.

21. 2024-023 2024 LMIG Contract Amendment (Special Projects Manager Charles Trammell)

Recommendation to amend the Current LMIG Contract.

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

22. 2024-024 Pinetree Recreation Center Bleachers (Director of Operations Ashley Peck) Ratify

Motion: Commissioner Moran moved to ratify the purchase of the bleachers and was seconded by Commissioner Greene. The motion was approved and carried.

23. 2024-025 Facilities Use Agreement for The Wall That Heals Exhibition (County Clerk Melissa Witcher)

This is for approval of an agreement with The University of North Georgia to allow The Wall That Heals to be displayed on their campus.

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

24. 2024-026 S&L Integrated Systems, LLC Contract - Justice Center Audio-Visual Upgrades (County Manager Alan Ours)

Consideration of an agreement with S&L Integrated Systems, LLC for audio-visual upgrades at the Justice Center.

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

OTHER ITEMS

25. Pinetree Recreation Center Logo Approval (County Clerk Melissa Witcher)

This is a request for approval of a logo for the new Pinetree Recreation Center.

Motion: Commissioner Mayfield moved to approve logo #167 (the round one). Commissioner Stringer seconded the motion. Commissioners Moran, Mayfield, and Stringer were in favor. Commissioner Greene was opposed. Motion carried.

26. Pinetree Recreation Mascot Approval (Director of Operations Ashley Peck)

Motion: Commissioner Mayfield moved to approve the gold miner mascot and was seconded by Commissioner Greene. The motion was approved and carried.

27. Pinetree Interior and Exterior Furniture (Director of Operations Ashley Peck) Ratify

Examples of the furniture that will be used at the new Recreation Center is attached for your review. The examples in the presentation are the style of furniture recommended by the Interior Designer. A picture of the colors, finishes and fabrics are beside the example of the furniture. Physical samples of the colors, finishes and fabrics will be available for your review.

*Attachment has been updated to show furniture with the chosen colors, finishes and fabrics.

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

28. Confirm Admission Costs, Rental Fees, and Program Fees for the Pinetree Recreation Center (Pinetree Recreation Center Manager Jared Ray)

The Pinetree Recreation Center will offer different levels of rentals, admission types, and program for the waterpark and court spaces. Rates and fees will need to be approved or adjusted to meet the needs for the new recreation center.

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

29. Request for Board Consideration of Baseball/Softball Field Upgrades for Yahoola Creek Park. Fields 5, 7, 8, 9 ,10 (Park & Recreation Manager Tim Towe)

Staff recommends improvement to all fields listed due to conditions and safety concerns.

Motion: Commissioner Mayfield moved to approve funding for all of the work listed. Commissioner Greene seconded the motion, which was approved unanimously.

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

The owners/developers of parcel 083 100, United Family Homes, are seeking an extension for the site development of the property for 2 months.

The request is no longer needed, so no Board action was taken.

31. Nathan Gross, on behalf of HNG Holdings, is requesting a Character Area Map Amendment from Residential Growth to Gateway Corridor per Sec. 27-8.1.3 – Character area map amendments. The request is related to parcels 096-167, 096-198, 096-083, and 096-075 on HWY 52 E.

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

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Mayfield said he was glad we were able to recognize the wrestling team for their achievements. Chairman Dockery said tonight the UNG men's basketball team would be playing for the regional championship in Division II Basketball.

PUBLIC COMMENTS

Clinton Crane said he has returned to talk about Class V and Class VI subdivisions again. This week, his letter to the editor was published in the Nugget about this same topic. He said Dawson County now has unhealthy air due to their large population. Forsyth County has a bigger population than the entire state of Wyoming. He said he wants as many citizens as possible to object to these kinds of subdivisions.

Laura Hendrix came to speak about problems at Iron Mountain Park. Since Iron Mountain was built, she and her neighbors have been suffering the outcomes of their violations, including dust, noise, muddy creeks, and other issues. Ms. Hendrix said she sent a letter to Craig Stansberry, owner of Iron Mountain, but he responded with a cease-and-desist letter from his attorney. She said he has 3,500 acres but many of his trails border the boundary with neighbors, so they have to deal with the excessive noise from the off-road vehicles. Ms. Hendrix played a recording of the sound she took from her back porch. She asked for the Commissioners to rewrite the Special Land Use Approval for Iron Mountain to make it more fair for the surrounding property owners. She also said that her property value is around \$100,000 lower than what it was in 2010. Chairman Dockery asked Ms. Hendrix to provide copies of her complaints and the evidence of violations.

Stephanie Kaufman, another neighbor of Iron Mountain Park, spoke about her issues with the park. She brought a list of Google reviews about Iron Mountain which detailed issues and violations of the rules. Reviewers mentioned a myriad of issues, including a lack of following the quiet hours, driving at all hours of the night, loud music, and riders doing donuts in the parking lot. There were also comments about the lack of enforcement of safety regulations and lack of supervision in the park, as well as inadequate signage. Ms. Kaufman said back at the original SLUA meeting in October 2019, Mr. Stansberry had assured he would be a good neighbor and would protect the environment. She said that Dawson County has filed suit against IMP due to their repeated zoning ordinance violations and has accused them of being stubbornly litigious.

Ms. Kaufman reminded the Commissioners of when she attended the December 2021 BOC meeting and suggested a list of revisions to the IMP SLUA. She said the County worked hard to revise the amplified noise ordinance, so why can Iron Mountain not be regulated in a similar way? Why are off-road vehicles allowed to be going until 11 pm at 150 decibels? She would rather have to hear loud music than engines revving. Ms. Kaufman said a letter from Alan Ours, the County Manager, said the County cannot force IMP to change their hours of operation unless violations cause the entire SLUA to be changed. Ms. Kaufman said there was a violation of the operating hours on New Year's Eve; the park had a band playing until 11 pm that night and it was even advertised on their website. The Sheriff issued Mr. Stansberry a citation for the violation. Ms. Kaufman encouraged the Commissioners to read Dawson County's lawsuit against Mr. Stansberry.

Citizen Frank Pellegrino thanked the Commissioners for approving the repairs to the fields at Yahoola Creek Park.

Ray Sparks, 908 Little Mountain Road, said he has also had problems stemming from Iron Mountain, and he has had to call a Deputy Sheriff out three times in the middle of the night. He lives close to the power line where they drive and he can hear engines, generators, and music all night.

Clinton Crane returned to the podium to make additional comments about Class VI subdivisions and how he would like for them to be banned. He says he has spoken with many citizens who are in support of his idea, but they won't show up to Commissioner meetings. He asked if there was some way the issue could be put on the November ballot as a referendum.

Fire Chief David Wimpy thanked the Commissioners for the proclamation in support of Child Abuse Prevention Month. He said Fire and EMS see a lot of terrible things in their line of work, and it is a real problem for our community. A lot of people do not realize how prevalent child abuse and neglect is in our area.

Jimmy Hood came to speak in support of Clinton Crane. He is afraid that we are on the verge of losing what we cherish in our community due to development. He said he is not against growth, but he is against uncontrolled and unnecessary growth. Do we really need to keep attracting new people to this community? Why are we recruiting businesses that bring even more growth? Mr. Hood said most of the new jobs don't even go to local people. We create new jobs and then bring in people we cannot support. Local people are getting phased out, and growth is not always a good thing. Mr. Hood said he does not have a solution, but maybe we can come up with a better way.

Chairman Dockery asked Ms. Mincey when was the last time a Class VI subdivision was actually built in the county, and she said she believed it was Montaluce back in the early 2000s. Chairman Dockery said we cannot differentiate between someone who has just moved here and someone whose family has lived here for generations. When it comes to development, we favor small and diverse businesses rather than large industries. Chairman Dockery also commented on how he testified before a House subcommittee regarding the CHOICE Act, which is proposed legislation that would give priority funding to communities that promote high-density growth. He said that type of legislation would not fit our

community, so he spoke against it. However, we cannot tell someone "You're the last one in," and then close the doors to Lumpkin County. He said he would rather see acres of grapevines than acres of houses.

The Chairman continued, saying that everyone defines uncontrolled growth differently. We have improved our regulations several times and we also can control growth by where we put infrastructure such as water and sewer. If you run water and sewer through rural areas, it will naturally make it easier for bigger developments to come in, he explained. Chairman Dockery said this issue is also the responsibility of the citizens. If you don't want to see developers come into Lumpkin County, then quit selling your land. Don't sell a farm and then complain when it gets turned into a subdivision. Everyone has to work together on this issue.

Citizen Katherine James thanked the Commissioners for all of their work on the regulations. It doesn't happen overnight, but more changes to the Character Area Map will need to take place. She said she is willing to offer her help if it is needed.

Jimmy Hood made some clarifications regarding his earlier comments. He said he is not opposed to people moving in, but he does not want to see us become like Atlanta. Chairman Dockery said eleven years ago, people were asking "Why can't we be more like Dawson County?" and now people are saying "Don't let us become like Dawson County!" It is interesting how attitudes change over the years, he observed.

Stephanie Kaufman returned to the podium to make an additional comment about Iron Mountain Park. She said there needs to be a way to force them to comply. Perhaps the violations could result in increased penalties each time. The first violation could be \$1,000, the second \$2,000, and then the third violation could result in the loss of their business license. She asked the Commissioners to please consider it.

ADJOURNMENT

Motion: Commissioner Stringer moved to adjourn the meeting and was seconded by Commissioner Greene. The motion was approved and carried, and the meeting ended at 7:20 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

Board of Commissioners

Date: April 16, 2024

Agenda Item: 2024-17 Appoint Member to Dahlonega-Lumpkin County Visitors Bureau Tourism Board of Directors - *Emily Ponder*

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2024-17

**A RESOLUTION TO NOMINATE
A MEMBER TO SERVE ON THE
DAHLONEGA-LUMPKIN COUNTY CONVENTION AND VISITORS BUREAU INC.**

Whereas, the Dahlonega-Lumpkin County Convention and Visitors Bureau Inc. (the ‘DLCCVB’) has requested a nomination from the Lumpkin County Board of Commissioners of a member to serve on the Board of Directors of the DLCCVB;

Now therefore, it is hereby resolved that Emily Ponder is nominated as a member to serve on the Board of Directors of the DLCCVB.

Resolved, adopted and effective this 16th day of April, 2024.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners

Date:

April 16, 2024

Agenda Item:

2024-18 Reappoint Member to Lumpkin County DFACS Board - *Trish Hawkins to Seat 1, with a term expiring 05/31/2029*

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2024-18

**A RESOLUTION TO REAPPOINT A MEMBER TO THE LUMPKIN COUNTY
DEPARTMENT OF FAMILY AND CHILDREN SERVICES BOARD**

Whereas, the Lumpkin County Board of Commissioners desires to reappoint a member to serve on the Lumpkin County Department of Family and Children Services Board in Seat 1 whose current term will expire on May 31, 2024;

Now therefore, it is hereby resolved that the following person is reappointed to the Lumpkin County Department of Family and Children Services Board for the seat and term provided below:

<u>Name</u>	<u>Seat</u>	<u>Term</u>
Patricia Hawkins	1	June 1, 2024 to May 31, 2029

Resolved, adopted and effective this 16th day of April, 2024.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners

Date: April 16, 2024

Agenda Item: 2024-19 Appoint/Reappoint Members to Yahoola Creek Reservoir Property Study Committee - *Tom Lamb to Seat 1, Ben LaChance to Seat 2, Martie Heaton to Seat 3, Steve Gooch to Seat 5, Wyman Walden to Seat 6, and DeEnna Walters to Seat 7 all with terms expiring 05/15/2025*

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2024 – 19

**A RESOLUTION TO EXTEND THE TERM OF THE
YAHOOOLA CREEK RESERVOIR PROPERTY STUDY COMMITTEE
AND APPOINT MEMBERS**

Whereas, the Board of Commissioners of Lumpkin County re-established a committee to study and consider the potential and future uses of the Yahoola Creek Reservoir Property by Lumpkin County Resolution No. 2018-36; and

Whereas, by Lumpkin County Resolution No. 2021-54, seven members were reappointed to the committee for an eighteen-month term ending May 15, 2023; and

Whereas, by Lumpkin County Resolution No. 2023-20, the Board of Commissioners appointed members of the committee to serve for a twelve-month term beginning May 16, 2023 and ending May 15, 2024;

Whereas, the Board of Commissioners now desires to appoint members of the committee to serve for a twelve-month term beginning May 16, 2024 and ending May 15, 2025;

Now therefore, it is hereby resolved that the following members are appointed to the Yahoola Creek Reservoir Property committee for the seats and terms as follows:

Seat No.	Member Name:	Term Ending:
Seat 1:	Tom Lamb	May 15, 2025
Seat 2:	Ben LaChance	May 15, 2025
Seat 3:	Martie Heaton	May 15, 2025
Seat 4:		May 15, 2025
Seat 5:	Steve Gooch	May 15, 2025
Seat 6:	Wyman Walden	May 15, 2025
Seat 7:	DeAnna Walters	May 15, 2025

It is further resolved that Steve Gooch shall continue to serve as Chairperson of the committee, who shall determine the meeting schedule and preside at all meetings of the committee;

Resolved, adopted and effective this 16th day of April, 2024.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

Finance

Date:	April 16, 2024
Agenda Item:	2024-20 April Surplus Property (<i>Finance Director Abby Branan</i>)
Item Description:	Consideration of list of County inventory items to be declared surplus.
Facts & Historical Information:	The item(s) on the attached sheet are no longer used or needed by County departments and need to be declared surplus to legally be removed from the County's asset listing and disposed of via sale or disposal at the Transfer Station. Historically, items have been sold via GovDeals, an online auction site. Each County Department or Constitutional Officer has the opportunity to review the items to see if their respective department/office has use of any item prior to placement on the surplus list and subsequent presentation to the Board of Commissioners. The only items on the April surplus list are two fire ladders that are made to mount on second-floor windows. These fire ladders were purchased 8-10 years ago for the Administration Building but were found to not be suitable for the second-floor windows. Once they were found to not be suitable for the Administration Building, it was too late to return them. These were held in storage until now, and Public Buildings has confirmed that there is not another location within the County's buildings to use these fire ladders. City Manager Allison Martin inquired about the City's purchasing these from the County. The City offered to pay \$100 for both fire ladders. While these particular fire ladders are no longer available for purchase, County staff searched for similar products on the market, which range from \$69-\$129 each.
Potential Courses Of Action:	A) Approve surplus list items for sale and sell them to the City of Dahlonega for \$100. B) Approve surplus list items for sale and sell them to the City of Dahlonega for a different amount. C) Approve surplus list items for sale and sell on GovDeals. D) Keep the items in County inventory.
Budget Impact:	Selling the items would generate additional unbudgeted revenue for the county. Keeping the unused items will not generate revenue and will result in staff continuing to store the items with no potential future use.
Staff Recommendation:	The recommendation of staff is surplus the items listed and deposit any revenue from the sale to the General Fund.

LUMPKIN COUNTY RESOLUTION NO. 2024 –20

**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 04/02/24 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 04/02/2024 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 16th of April, 2024.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Exhibit "A"

SURPLUS REQUEST LIST DATED April 2, 2024

[illegible]



Lumpkin County, Georgia

County Clerk

Date:	April 16, 2024
Agenda Item:	2024-21 Resolution to Amend the Character Area Map of Lumpkin County (<i>County Clerk Melissa Witcher</i>)
Item Description:	This is to approve by resolution the changes that were approved to the character area map last month.
Facts & Historical Information:	
Potential Courses Of Action:	A) Approve the character area map by resolution. B) Deny the resolution.
Budget Impact:	
Staff Recommendation:	Approve the Character Area Map amendment.

LUMPKIN COUNTY RESOLUTION NO. 2024-21

A Resolution to Amend the Character Area Map of Lumpkin County, Georgia

Whereas, Section 27-8.1.3 of the Land Use Code of Lumpkin County, Georgia, provides that the Lumpkin County Board of Commissioners may amend the Character Area Map (CAM) developed as part of the Lumpkin County 2017 Comprehensive Plan, either on its own initiative or upon the request of a property owner desiring to change the character area designation of their property; and

Whereas, the owner of Parcels 096 167, 096 198, 096 083 and 096 075 has requested to change the character area designation of said parcel from Residential Growth to Gateway Corridor; and

Whereas, the application of the owner was considered by the Lumpkin County Planning Commission at its regular meeting on March 11, 2024, and the Planning Commission voted to recommend to the Board of Commissioners to approve the Character Area Map amendment; and

Whereas, following public notice published in The Dahlonega Nugget, the newspaper of general circulation within Lumpkin County, on February 28, 2024 and March 13, 2024, and after a public hearing on March 19, 2024, as provided by said notice, the Lumpkin County Board of Commissioners, at its regular meeting on March 19, 2024, voted to approve the Character Area Map Amendment as recommended by the Lumpkin County Planning Commission;

Now therefore, it is hereby resolved that the Character Area Map of Lumpkin County, Georgia, is hereby amended to change the character area designation of Parcels 096 167, 096 198, 096 083 and 096 075 from Residential Growth to Gateway Corridor.

Resolved, adopted and effective this 16th day of April, 2024.

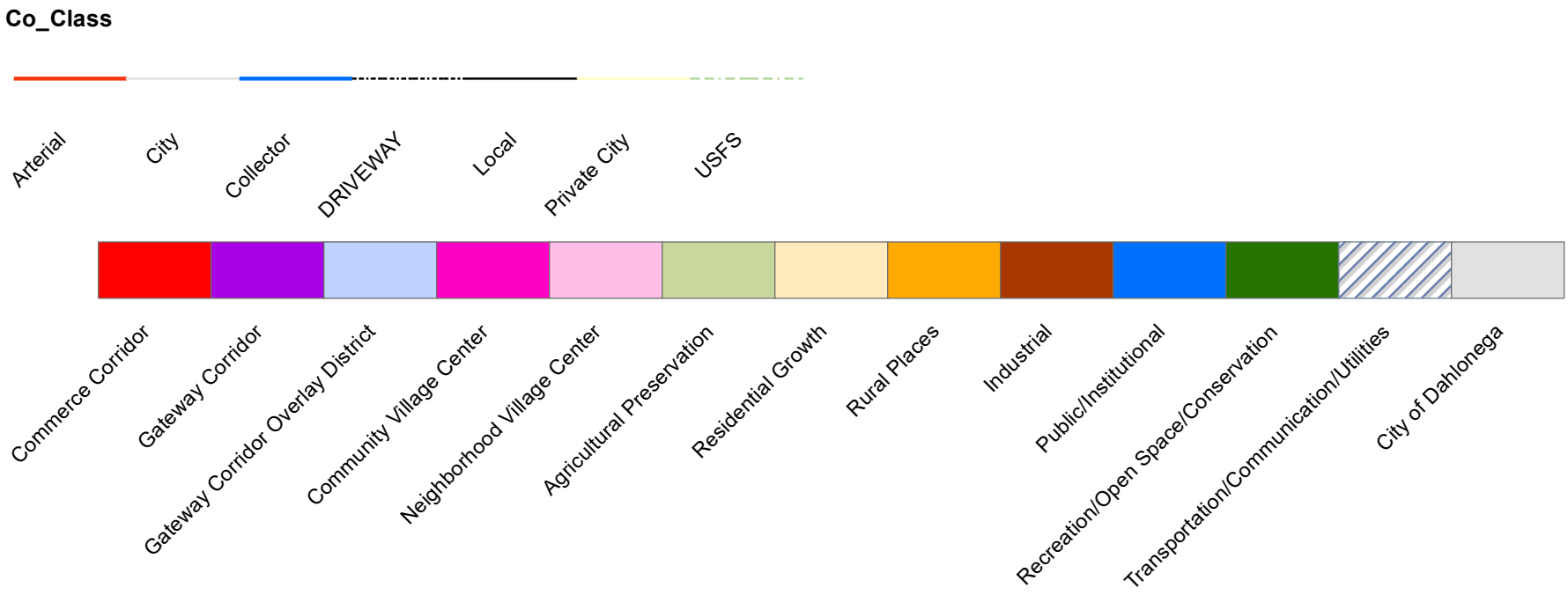
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Character Area 2024

Legend





Lumpkin County, Georgia

County Manager

Date: April 16, 2024

Agenda Item: 2024-22 Amend the Lumpkin County Private Road Sign Policy & Fee Schedule
(County Manager Alan Ours)

Item Description: This is a request to change the policy to allow signs for private roads that intersect with a County or State Road that are vandalized or stolen to be replaced by Lumpkin County in the interest of public safety and will not exceed once per Calendar year.

Facts & Historical Information: **This is a request to change items 5 and 6 of the current policy from:**

5. Any person or persons desiring to place a sign on a road not adopted into the County road system may purchase a sign installation meeting County standards (sign, post and cap) from Lumpkin County; cost shall be prepaid and shall be in accordance with the fee schedules for signs in effect at the time the sign is ordered. The County will normally install the sign within one week of delivery from the manufacturer; however installation will be subject to weather and other department priorities. All sign installations shall be recorded by the County Road Department and locations maintained in the County GIS database.

6. Signs damaged or stolen after installation will not be replaced until the cost of the replacement has been paid to the County. Replacement cost of the sign will be the County cost of the sign plus 20 per cent, which will include the cost of the installation.

To:

5. Any person or persons desiring to place a sign on a new road not adopted into the County Road system may purchase a sign installation meeting county standards (sign, post and cap) from Lumpkin County. The cost shall be prepaid and shall be in accordance with the fee schedules for signs in effect at the time the sign is ordered. Signs for private roads that intersect with a County or State Road that are vandalized or stolen will be replaced by Lumpkin County in the interest of public safety and will not exceed once per Calendar year. The County will normally install the sign within one week of delivery from the manufacturer, however installation will be subject to weather and other department priorities. All sign installations shall be recorded by the County Road Department and locations will be maintained in the County GIS database.

Delete #6

According to GIS we have a total of 1647 private roads. 700 of the private roads touch county roads. 144 of the private roads touch state highways. The road department gave a high estimate of 1/4 of these roads touching county or state roads would be missing. It would be slightly higher if you consider all 1647 private road signs.

Potential Courses Of Action:

- A. Approve the changes to the policy and fee schedule.
- B. Deny the changes.
- C. Revise the changes.

Budget Impact:

For FY 2023 we sold 26 private road signs. Here is the breakdown on their cost: \$45 is an average cost for a single sign. The cost varies due to the length of the sign and so does the shipping.

\$34.50 is the true cost of the post we just purchased.

\$10 is the cost for the bracket that is used to attach the sign to the post.

Total for the sign, post, and bracket = \$89.50 + labor & fuel.

Staff Recommendation:

Staff recommends approval of the amended policy and fee schedule.

LUMPKIN COUNTY RESOLUTION NO. 2024-22

**A Resolution Revising the
Private Road Sign Policy of Lumpkin County
set forth in Chapter 42 of the Code of Ordinances of Lumpkin County, Georgia**

Whereas, the Lumpkin County Board of Commissioners has determined that, in the interest of the public health, safety and welfare, it is appropriate to revise the private road sign policy set forth in Chapter 42 of the Code of Ordinances of Lumpkin County, Georgia to provide that the county will replace signs for private roads that intersect with a County or State Road that are vandalized or stolen once per calendar year;

Now therefore, it is hereby resolved as follows:

The private road sign policy attached hereto as Exhibit ‘A’ and incorporated herein by reference is hereby approved and adopted and shall supersede and replace the current Section 42-1 set forth in the Code of Ordinances of Lumpkin County, Georgia.

Resolved, adopted and effective this 16th day of April, 2024.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Sec. 42-1. Private road sign policy and fee schedule.

- (a) There is no state law requiring road signs for private roads.
- (b) Postal regulations sometimes require a name designation for any private road on which two or more addresses are located. Additional guidance is contained in the Lumpkin County Municode section 42-69.
- (c) Lumpkin County Subdivision regulations require that all roads within a platted subdivision be named. Developers are required to purchase signs at their own expense; signs must be approved as to design and color, and must be installed to county specifications. Lumpkin County will purchase and install street name signs and traffic control (STOP) signs in accordance with the fee schedule in effect at the time of installation.
- (d) Lumpkin County road sign regulations provide that:
 - (1) Name signs of county roads shall be white letters on a green background.
 - (2) Name signs of private roads are encouraged to be white letters on a blue background; name signs of private roads may not be of a green background with white letters.
- (e) Any person or persons desiring to place a sign on a road not adopted into the county road system may purchase a sign installation meeting county standards (sign, post and cap) from Lumpkin County; cost shall be prepaid and shall be in accordance with the fee schedules for signs in effect at the time the sign is ordered. Signs for private roads that intersect with a County or State Road that are vandalized or stolen will be replaced by Lumpkin County in the interest of public safety once per Calander year. The county will normally install the sign within one week of delivery from the manufacturer; however, installation will be subject to weather and other department priorities. All sign installations shall be recorded by the county road department and locations maintained in the county GIS database.
- (f) The fee for all private road signs shall be as provided in the county fee schedule in section 18-19.
- (g) No orders will be accepted unless all information is provided (name of street, location of sign, etc.) accompanied by sufficient funds to provide payment in full. No order will be taken for future delivery which could result in county having to warehouse, store or protect goods for a period greater than 30 days after receipt of the signs and necessary installation materials.

(Res. No. 2012-15, exh. A, 2-21-2012; Res. No. 2013-61, exh. A, 10-22-2013; Res. No. 2022-58, Exh. A, 11-15-2022)

Editor's note(s)—Res. No. 2012-15, exh. A, adopted Feb. 21, 2012, added provisions that were not specifically amendatory. At the editor's discretion, said provisions were included as § 42-1.



Lumpkin County, Georgia

Board of Commissioners

Date:

April 16, 2024

Agenda Item:

2024-24 Appoint Member to Parks & Recreation Citizens Advisory Board -
Jessica Tardonia to Seat 3 of an unexpired term ending 12/31/2025

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2024 –24

**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 3 of an unexpired term ending on December 31, 2024;

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:
Jessica Tardonia	3	December 31, 2025

Resolved, adopted and effective this 16th day of April, 2024.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Planning

Date:	April 16, 2024
Agenda Item:	2024-028 Contract Renewal with Esri for ArcGIS Products (<i>GIS Administrator Martin Durand</i>) <i>Ratiofy</i>
Item Description:	Annual subscription service renewal with Esri for the ArcGIS software.
Facts & Historical Information:	Esri has provided the County's mapping software (ArcGIS) since the beginning of the county's GIS department.
Potential Courses Of Action:	a. Approve the subscription service renewal as presented b. Approve the subscription service renewal with suggested revisions c. Do not approve the subscription service renewal d. Provide staff another course of action
Budget Impact:	\$5,600 of the \$6,160 is accounted for in the 2024 budget. A budget amendment from another line item in the GIS budget will cover the increase in the contract.
Staff Recommendation:	Approve the subscription service renewal as presented.



Esri Inc
380 New York St
Redlands CA 92373-8118

Subject: Renewal Quotation

Date: 03/08/2024
To: Martin Durand
Organization: County of Lumpkin
GIS Dept
Fax #: 706-867-7272 **Phone #:** 706-864-6894

From: Trina Isaacs
Fax #: 909-307-3083 **Phone #:** + 19093692258 Ext. 2258
Email: TISAACS@ESRI.COM

Number of pages transmitted
(including this cover sheet): 5

Quotation #26188466
Document Date: 12/31/2023

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



esri[®] 380 New York St
Redlands, CA 92373-8118
Phone: + 190936922582258
Fax #: 909-307-3083

Quotation

Date: 12/31/2023

Quotation Number: 26188466

County of Lumpkin
GIS Dept
342 Courthouse Hl Ste A
Dahlonega GA 30533-0513
Attn: Martin Durand

Phone: 706-864-6894

Customer Number: 234191

For questions regarding this document, please contact Customer Service at 888-377-4575.

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Trina Isaacs

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 03/31/2024 End Date: 03/30/2025 Subscription ID: 4949195887	3,300.00	3,300.00
1010	1	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 03/31/2024 End Date: 03/30/2025 Subscription ID: 4949195887	1,320.00	1,320.00
2010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 03/31/2024 End Date: 03/30/2025	550.00	550.00
3010	1	98696 ArcGIS Publisher for Desktop Concurrent Use Primary Maintenance	550.00	550.00

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at <https://go.esri.com/maintenance>
For questions related to the price change, please reach out to your assigned Esri Account Manager.

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

To expedite your order, please reference your customer number and this quotation number on your purchase order.



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380 New York St
Redlands, CA 92373-8118
Phone: + 190936922582258
Fax #: 909-307-3083

Quotation

Page 2

Date: 12/31/2023

Quotation Number: 26188466

Item	Qty	Material#	Unit Price	Extended Price
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Start Date: 03/31/2024

End Date: 03/30/2025

4010	1	87192	440.00	440.00
ArcGIS Desktop Basic Single Use Primary Maintenance				
Start Date: 03/31/2024				
End Date: 03/30/2025				
Subscription ID: 4949195887				

Item Subtotal	6,160.00
Estimated Tax	0.00
Total	USD 6,160.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

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Phone: + 190936922582258
Fax #: 909-307-3083

Quotation

Page 3

Date: 12/31/2023

Quotation Number: 26188466

Item	Qty	Material#	Unit Price	Extended Price
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Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
 - Credit Card
 - Purchase Order
 - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
 - Fax: 909-307-3083
 - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf> , and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law , the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.



esri[®]

380 New York St
Redlands, CA 92373-8118
Phone: + 190936922582258
Fax #: 909-307-3083

Quotation

Page 4

Date: 12/31/2023 **Quotation No:** 26188466 **Customer No:** 234191

Item	Qty	Material#	Unit Price	Extended Price
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US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below , you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title



Lumpkin County, Georgia

Planning

Date:	April 16, 2024
Agenda Item:	2024-029 Bluebeam Studio Subscription Service Agreement (<i>GIS Administrator Martin Durand</i>) <i>Ratify</i>
Item Description:	This request for consideration is the annual renewal of the Bluebeam subscription service used by the Planning Department, LCWSA, and the Fire Marshal's office for plan review.
Facts & Historical Information:	The subscription renewal is for the service period March 19, 2024 through April 15, 2025.
Potential Courses Of Action:	a. Approve the subscription service renewal as presented b. Approve the subscription service renewal with suggested revisions c. Do not approve the subscription service renewal d. Provide staff another course of action
Budget Impact:	None this is a budgeted item. This is a budgeted item for each department.
Staff Recommendation:	Approve the subscription service renewal as presented.



Bluebeam, Inc.
443 S. Raymond Ave.
Pasadena, California 91105-2630
United States
1-866-496-2140
Account Manager:
Email:

Quote

Generated: 19 Mar 2024
Quote #: Q-485198
Expires: 18 Apr 2024

Bill To:
Lumpkin County
99 Courthouse Hill
Dahlonega, GA 30533-0541
US

Ship To:
Lumpkin County
99 Courthouse Hill
Dahlonega, GA 30533-0541
US

Currency: USD
Payment Method: Purchase Order (PO)
Payment Terms: Net 30
Billing Contact Email: martin.durand@lumpkincounty.gov

Delivery/Subscription Start Date: 19 Mar 2024

End Date: 15 Apr 2025

Item	Description	Qty	Unit Price	Amount
Subscription Upgrade: Revu Standard to Complete	Upgrade Revu Standard with Maintenance to Subscription Complete	5	\$119.00	\$595.00
				Subtotal: \$644.60 Discount: \$49.60 *Total Tax: \$0.00 Total: \$595.00

* Taxes are estimated on Quote and will be adjusted, if needed, on Customer invoice.

Terms of Use:

- 1 This Bluebeam Quote ("Quote") together with Bluebeam's General Terms and Conditions of Use and Bluebeam's Products and Services Addendum found at <http://www.bluebeam.com/Legal/> (collectively the "Terms and Conditions") incorporated herein by this reference, form the contract governing Customer's access to and use of Bluebeam Software and Services described above unless a separate written agreement governing this purchase has been executed between the parties in which case the Quote and that separate written agreement shall govern (in either case, the "Agreement"). The Agreement contains, among other things, warranty disclaimers, liability limitations and use limitations.
- 2 There shall be no force or effect to any terms in a customer issued purchase order or similar form even if signed by the parties. Acknowledgement by Bluebeam of Customer's purchase order shall not constitute acceptance of any pre-printed and/or referenced provisions included therein. Capitalized terms not defined in this Quote have the meanings assigned in the Agreement. This Quote shall govern to the extent of any conflict with the Agreement.

3 Upon signature of the Quote by Customer and submission to Bluebeam, the parties hereby enter into the Agreement, which constitutes a binding contract between Customer and Bluebeam unless rejected by Bluebeam because the signatory does

not have authority to bind the Customer, changes have been made to the Quote (other than completion of included form fields and request for information), or the Quote information is incomplete according to Bluebeam's records. The undersigned representative of Customer represents they have read, understand, and accept on behalf of Customer, as a duly authorized representative, this Agreement in its entirety. The English language version of these terms governs.

Additional Notes:

Quote to upgrade/convert SN-9830387 to Revu21 Subscription.

\$0 upgrade + 1st year renewal at \$119/ea

Bluebeam, Inc.	Lumpkin County
Bluebeam Signature: 	Customer Signature:
Name: Roger Piskulick	Name:
Title: Chief Financial Officer	Title:
Date: 19 Mar 2024	Date
	PO Number:

To purchase off this quote, please return the signed quote to billing@bluebeam.com to receive an invoice. Purchase orders that integrate this quote and its terms in its entirety are acceptable instead of a signed quote; the PO must accompany the quote on submission of the order. An invoice will be sent to the Billing/AP contact specified. For payment instructions, refer to banking details on invoice once received.



Lumpkin County, Georgia

Finance

Date: April 16, 2024

Agenda Item: 2024-031 Board of Regents/UGA & Lumpkin County MOU - Extension Service Office (*Finance Director Abby Branan*)

Item Description: Consideration of the 2024-2025 Financial Agreement

Facts & Historical Information:

Lumpkin County's extension service program began in the early 1920s with a home economist being retained by the Road and Revenue Commissioners. The first extension agent, Glad Owens, was named to the position for Lumpkin County in 1929. Through the years, the county has approved several MOUs relating to the program. Staff received a new, expanded agreement for this program in January of 2020. Upon consultation with the Extension Office, the majority of employees were favorable to changing to being paid solely from UGA. The direct pay agreement was approved in February 2020, and the MOU was updated in 2020 and was renewed in 2021 and 2022.

The 2024-2025 Financial Agreement is an increase of \$325.74 due to an increase in TRS contributions.

Potential Courses Of Action:

- A. Approve the MOU as presented.
- B. Approve the MOU with any recommendations from the BOC.
- C. Do not approve the MOU.

Budget Impact: There is an approximate \$163 budget impact to the FY24 General Fund budget. The increase for January-June 2025 will be included in the FY25 budget.

Staff Recommendation: Staff's recommendation is COA A.

Lumpkin County Board of Commissioners

July 1, 2024 to June 30, 2025

To: Denise Everson, District Director

From: Lumpkin County Board of Commissioners

Renewal of Lumpkin County BOC Contract

The Lumpkin County BOC wishes to continue the Contract agreement between the Lumpkin County Board of Commissioners and the University of Georgia Board of Regents of The University of Georgia on behalf of The University of Georgia Cooperative Extension. The term of this agreement shall be from July 1, 2024 to June 30, 2025. The Northeast District Extension will be allowed to rebudget funds without prior written approval from Lumpkin County as long as such rebudgeting does not result in a increase in the compensation authorized in this year's budget. Final invoice requested 60 days after the end date of June 30, 2025.

Signature _____ Print Name _____ Date _____
Lumpkin County BOC

Signature _____ Print Name _____ Date _____
County Extension Coordinator

<u>Employee</u>			<u>FY25</u>
4-H Agent			15,671.00
Admin Assistant			11,421.00
ANR Agent			14,205.00
Total Salaries			41,297.00
Teachers Retirement (20.78%)			
4-H Agent			3,256.43
Admin Assistant			2,373.28
ANR Agent			2,951.80
Total			8,581.52
FICA (SS) 6.2%			
4-H Agent			971.60
Admin Assistant			708.10
ANR Agent			880.71
FICA HI (Medicare) 1.45%			
4-H Agent			227.23
Admin Assistant			165.60
ANR Agent			205.97
Total			3,159.22
Total Salary and Benefits			53,037.74

Please bill the BOC quarterly for the actual expenses of the object codes listed. This contract not to include any benefits other than the ones listed on this budget sheet. All other benefits to be charged to state funds. Request final billing for this contract to be sent within 60 days of the Contract end date.

Bill to:
Lumpkin County Board of Commissioners
99 Courthouse Hill Suite A
Dahlonega, GA 30533

(706) 482-2574
Candice.King@LumpkinCounty.gov
carlie.tanner@lumpkincounty.gov
Alicia.Davis@LumpkinCounty.GOV



Lumpkin County, Georgia

Public Buildings

Date: April 16, 2024

Agenda Item: 2024-032 Tebarco Mechanical LLC - Justice Center HVAC Repairs Contract
(Director of Operations Ashley Peck) **Ratify**

Item Description: Approval of the contract with Tebarco Mechanical LLC for repairs to the HVAC unit at the Justice Center.

Facts & Historical Information:

A service call was made to Tebarco Mechanical concerning an HVAC unit at the Justice Center. During the call it was discovered that the gas connector to the unit was leaking and multiple components were no longer working. Due to the safety concern the leak presented the gas was turned off until the repair could be made. This left the Justice Center without gas heat. The contract with Tebarco Mechanical includes replacing the gas connector, the induced draft blower motor assembly, the burner pressure switch, the outside air thermostat, and the 40-amp contactor. It also includes checking the new flex gas connector for no leaks and ensuring the proper operation of all new components as well as the start-up and verification of the system. The cost of the repair is \$3,362.00.

Due to the circumstances of this repair it was approved as an emergency repair per county policy.

Potential Courses Of Action:

Budget Impact: The repair will be paid from Public Buildings Repair and Maintenance line item.

Staff Recommendation: Approve the contract with Tebarco Mechanical LLC for repairs at the Justice Center

Prepared for:

Lumpkin County Justice Center



Prepared by:



PLUMBING • HVAC • MECHANICAL

**1690 Bluegrass Lakes Parkway
Alpharetta, GA 30004**

Facility Services Solution

- PROPRIETARY -

March 15, 2024

Mr. Wayne Seabolt
Lumpkin County Justice Center
325 Riley Road
Dahlonega, Ga. 30533

RE: RTU-2 Repairs to Heating Operation

Dear Mr. Wayne Seabolt,

Tebarco Mechanical LLC. (TMC) is pleased to present the following proposal for the above referenced project. Our pricing is based upon our service work regarding this system.

Overview

On our recent service call we found problems with RTU-2 not heating due to the flax gas connector leaking and several bad components. We are proposing to replace the gas flex connector and make repairs to correct the problems. Our Scope of Work is outlined below.

Scope of Work

- 🔧 All insurance requirements. Certificate provided upon request.
- 🔧 Materials, equipment, shipping, labor, and taxes per specified work.
- 🔧 Remove the leaking gas connector and bad parts to allow for installing new components.
- 🔧 Provide and install a new Aaon O.E.M. 1" x 6' flex gas connector, induced draft blower motor assembly, burner pressure switch, outside air thermostat, and 40-amp contactor with 2 auxiliary contacts.
- 🔧 Check the new flex gas connector for no leaks and all new components for correct operation.
- 🔧 Start-up and system verification labor.
- 🔧 Clean-up and disposal of debris caused by our work.
- 🔧 Manufacturer warranty on new parts/equipment: One-year new parts warranty.
- 🔧 Terms and conditions contain info about payment, existing equipment, labor warranties, asbestos, etc.

Project Exclusions & Clarifications

- 🔧 Premium work hours. (Normal: M-F, 6:30am-3:30pm, excluding holidays)
- 🔧 Unless specifically requested, charges from previous service calls related to this work are not included in this proposal and will be invoiced separately.
- 🔧 Additional repairs found necessary during our work and not specifically listed above.
- 🔧 Purchase and/or installation of any materials deemed for reuse yet in need of replacement due to unforeseen circumstance or non-conforming mechanical/building conditions.

Facility Services Solution

Pricing Breakdown

The pricing proposal will remain in effect for thirty (30) days. For budgeting, approximate ½-1% per month escalation for material and equipment price increase.

Your investment for the above referenced project, as proposed:

RTU-2 Repairs to Heating Operation \$3,362.00

Current Product: Availability: In stock at Aeon Factory with a 3-to-5-day lead time.

Thank you for the opportunity to be of service to you. If you have any questions, or if I may be of further service, please do not hesitate to contact me.

Sincerely,

Mike Walsh
Tebarco Mechanical LLC.
Mobile : (770) 480-4097
Main : (678) 672-1300
mwalsh@Tebarco.com

Customer Acceptance Clause

We accept this proposal in accordance with the price quoted and following terms and instruct TMC to commence with the **Facility Services Solution** as described per our selected options.

Lumpkin County Justice Center

Acceptance: _____
Printed: _____
Title: _____
Date: _____ PO: _____

Facility Services Solution

Terms and Conditions:

1. **ACCESSIBILITY.** Lumpkin County Justice Center (Customer) shall permit TMC (Contractor) free and timely access to work areas/equipment and allow Contractor to start and stop the equipment/systems as necessary to perform required services.
2. **EXISTING CONDITIONS.** Contractor will not be liable for the performance, functionality, or compatibility of existing products scheduled to remain as-is, deemed for re-use, or beyond Contractor's control. Customer understands temporary and/or emergency repairs are sometimes necessary and are not intended as a permanent solution. If, through Contractor's performance of work, existing products require repair or replacement, fail to operate as designed and necessary, or prevent the proper operation of the new products, additional charges may be incurred. Contractor will be responsible to repair or replace any existing products damaged through gross negligence or misconduct of Contractor.
3. **ADDITIONAL WORK.** Any alteration to, or deviation from, this Agreement involving extra work, material or labor will become an extra charge to this Agreement, either as a fixed-price change or on a time-and-material basis at Contractor's rates.
4. **PAYMENT TERMS.** Customer to pay Contractor within invoice terms, subject to late-payment and interest fees.
5. **COLLECTIONS.** For amounts not paid within terms, Customer agrees to pay all late charges as stated on the invoice calculated from the date payment was due. Customer will be deemed to have accepted Contractor's performance as complete unless Customer notifies Contractor in writing/email within thirty (30) days of final invoice. Customer agrees to pay all expenses incurred by Contractor for the collection of any delinquent accounts including but not limited to actual attorney's fees, liens, filing and/or removal fees, and costs. Disputes arising out of this sale shall be interpreted under the laws of the State of Georgia.
6. **WARRANTY.** Defects in Contractor's workmanship is warranted for 30 days on equipment repairs and 365 days for all new equipment. Contractor will extend to Customer any warranty received from the manufacturer. Warranties begin on date of first operation. Warranty work will be performed during Contractor's normal business hours, or outside of these hours at the Customer's additional expense. Labor costs to remove, reinstall, and/or repair equipment or materials covered by the manufacturer's warranty and outside of the labor warranty will be billed at Contractor's rates.
7. **WARRANTY EXCLUSIONS.** Failures caused by improper use, operation, accidents, lack of maintenance, and other factors beyond intended operation are not covered. Product failures caused by existing/remaining products may void all warranties.
8. **SCHEDULE OF WORK.** Time is of the essence. Schedules can be provided by either party. Contractor shall not be liable for delays, losses, or damages caused by labor strikes, fires, acts of war/terrorism, acts of God, unworkable weather conditions, unusual delays in transportation, Contractor's ability to obtain materials or equipment, and/or any cause beyond its control.
9. **INDEMNIFICATION.** To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
10. **HAZARDOUS SUBSTANCES.** Contractor's obligation does not include the identification, abatement, or removal of asbestos or any other toxic or hazardous substances, hazardous wastes, or hazardous materials. If such items are encountered, Contractor will notify Customer and shall have the right thereafter to suspend its work until such substances, wastes, or materials and the resultant hazards are removed. The Schedule of Work shall be appropriately extended, and the contract price equitably adjusted.
11. **DESIGN CONDITIONS.** Contractor's design is based on published ASHRAE 62-1989 or applicable local code ventilation regulations and does not purport to address health effects attributed to smoking.
12. **RISK OF LOSS.** Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will contractor be responsible for loss of use, loss of profit, increased operating, or maintenance expenses, claims of customer's tenants or clients, or any special, indirect, or consequential damages.



Lumpkin County, Georgia

Public Buildings

Date:	April 16, 2024
Agenda Item:	2024-033 Impact Fire Contract - Detention Center Sprinkler System Repairs (Director of Operations Ashley Peck) Ratify
Item Description:	Approval of contract with Impact Fire for repairs to the sprinkler system.
Facts & Historical Information:	During the annual required inspection of the sprinkler system at the Detention Center is was discovered that the electric bell and back box was not operational. A quote was received to replace the electric bell and back box, test and put the system in service. Once the repair was made the system would be green tagged. Due to the urgency of the repair this was approved as an emergency repair per county policy.
Potential Courses Of Action:	
Budget Impact:	This will be paid from the budgeted repair and maintenance line item for the building.
Staff Recommendation:	Approve the contract with Impact Fire for repairs to the sprinkler system at the Detention Center.

Proposal #3 - LUMPKIN CO SHERIFF



Impact Fire Services - Gainesville

1764 Construction Dr Gainesville GA 30507

P: 770-534-3575

F: 770-534-5905

Proposal Date: 03/19/2024

Prepared By

Dawn Sheridan

dsheridan@impactfireservices.com

Prepared For

LUMPKIN COUNTY SHERIFFS OFFICE

385 EAST MAIN ST DAHLONEGA GA 30533

WAYNE SEABOLT

ASHLEY.PECK@LUMPKINCOUNTY.GOV

ASHLEY PECK 706-482-2550(SS CO

Summary

Thank you for selecting Impact Fire Services. Our proposal includes all material and labor that will be required to complete these tasks. All services provided will be in accordance with current code requirements and Impact Fire Service's qualifications. This offer is valid for 30 days from the date of this proposal, after which it is subject to our review.

Scope Of Work

Provide and install new electric bell and back box. Once installed, we can test and put system in service and add break away lock to each PIV on property- (total of 2). We added missing FDC caps while onsite during inspection. System will be green tagged NFPA-25 once repairs are completed.

Description	Quantity	Unit Price	Total
6" ELECTRIC BELL 120 V & BACK BOX, (2) BREAK-AWAY LOCKS, AND FDC CAPS	1.0	\$458.05	\$458.05
Total amount			\$458.05

Exclusions

Exclusions, unless specified:

- Tax not included
- After hours work.
- Scissor Lifts.
- Any Additional Work,
- Fire watch.
- Applicable taxes.
- Design Drawings and permits
- The integrity of the existing system or water supply.
- Patching or painting needed due to scope of work.
- Hydraulic calculations and/or permit fees if required.
- Conduit, back boxes, and raceways.

- HVAC shutdown relay connection.
- Proprietary parts and programming unless specifically included in the scope of work in this proposal.
- Room integrity and room integrity testing.
- If additional work is needed other than what is stated in this proposal's scope of work, additional pricing will be provided.
- If damage to hard components is found during the repairs or inspections, additional pricing will be provided.
- Delays incurred due to tenants, accessibility to areas of work, or anything out of Impact Fire Services control. Delays may result in an additional charge.
- Any requirements more stringent than NFPA standards.

Approval

I approve this proposal and agree to the terms and conditions.

Name

PO (if required)

Signature

Date

Terms And Conditions

ENTIRE CONTRACT The provisions herein contained constitute all of the terms and conditions of this contract. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an authorized representative of Seller. Any terms or conditions of Purchaser's order inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and Purchaser's order shall be governed by only terms and conditions appearing herein.

PROPOSALS AND CONTRACT Seller's proposal, when accepted and any resulting contract are not subject to cancellation, suspension, or reduction in amount, except with Seller's written consent and upon terms which reimburse Seller for work performed, plus reasonable overhead and profit.

PRICES In addition to the prices specified herein. Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type, or occupancy, or other details of work to be performed hereunder if the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, prices and delivery and completion dates quoted herein are based on information, if any, with respect to layout of such facilities now contained in Seller's engineering records. In the event the layout of Purchaser's facilities has been altered, or is altered by Purchaser prior to completion of this contract Purchaser shall advise Seller of any such, and prices and delivery and completion dates quoted herein shall be changed by Seller as may be required because of such alterations Unless prices are stated by seller in this or other documents forming part of this contract, the prices applicable to the extra work performed shall be Seller's prices in effect at the that time.

PAYMENT Purchaser agrees that payment to seller shall not be contingent upon settlement of any insurance claim of purchaser shall be in all cases due and payable with (30) days after billing. A services charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this contract, and at a rate of 18% per annum, or, if such rate is prohibited under applicable law, then such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable attorney fees incurred in the collection of past due accounts.

DELAYS Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, Government regulations or priorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, car shortages, inability to obtain necessary labor materials or manufacturing facilities, delay in transportation, defaults of Seller subcontractors, failure of or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder. Impossibility or impracticality of performance or any other cause or causes beyond the control of Seller, whether or not similar to the foregoing in the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of any such delay, in case work is temporarily discontinued by reason of any of the foregoing all unpaid installments of the contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt invoice.

EXCAVATION When the Seller does the excavating, if water, quicksand, rocks, or other unforeseen obstructions are encountered or shoring is required. Purchaser shall pay for as extra to the contract price any additional work involved at Seller's prices for such work then in effect.

SITE FACILITIES Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Where wet pipe system is installed Purchaser shall supply and maintain sufficient heat to prevent freezing of the system.

STRUCTURE AND SITE CONDITIONS While employees of Seller will exercise reasonable care in this respect, Seller shall be under no responsibility for loss of damage due to the character, condition of use of foundations-walls or other structures not erected by it or resulting from excavation in proximity thereto nor for damage resulting from concealed piping, wiring fixtures or other equipment or condition of water pressure All shoring or protection of foundations, walls, or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified Purchaser warrants the sufficiency of the structure to support the sprinkler system and its related equipment (including tanks). The Purchaser shall have all things in readiness for installation, including, but not limited to other materials floor of suitable working base connections and facilities for erection at the time the materials are delivered in the event the Purchaser shall fail to have all things in readiness for erection at the time Of receipt or the materials at the place of erection the Purchaser shall reimburse Seller for any and all expenses caused by such failure to have such things in readiness Failure to make areas available to Seller during performance in accord with schedules which are the basis of Seller's proposal shall be considered a failure to have all things in readiness for erection in accord with the terms of this contract.

LIMITATIONS OF LIABILITY Seller shall not be liable on any claim for direct, indirect, or consequential damages whether or not Such claims is based in contract or tort or occasioned by sellers, active or passive negligence. Sellers liability on any claim for loss liability arising out of or connected with this contract or any obligation resulting therefrom or from the manufacture, fabrication, sale delivery, installation or use of any materials shall be limited to that set forth in the paragraph entitled "warranty".

WARRANTY Seller agrees that for a period of thirty 30 days after completion of said work it will, at its expense repair or replace any defective materials or workmanship supplied or performed by Seller it is understood that the Seller does not guarantee the operation of the system Seller further warrants the products of other manufacturers supplied hereunder to the extent of the warranty of the respective manufacturer. ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR OTHERWISE ARE HEREBY EXCLUDED.

MODIFICATIONS AND SUBSTITUTIONS Seller reserves the right to modify material of Sellers design sold hereunder and-of the drawings and specifications relating thereto, or substitute material of later design to fulfill this contract providing that the modifications or substitutions

will not materially affect the performance of the material or lessen in any way the utility of the material to the Purchaser.

SEVERABILITY If any provisions of the entire contract shall be invalid or unenforceable under the laws of the jurisdiction applicable to the entire contract, such invalidity or unenforceability shall not invalidate or render unenforceable the entire contract but the entire contract shall be construed as if not containing the particular invalid or unenforceable provisions, and the rights and obligations of Seller and the Purchaser shall be construed and enforced accordingly.

ASSIGNMENT Any assignment of this contract by Purchaser without the written consent of Seller shall be void Seller may assign to its subsidiaries and affiliates.

CHANGES, ALTERATIONS, ADDITIONS Changes, alterations and additions to the plans specifications or construction schedule for this contract shall be invalid unless approved in writing by Seller For any such changes approved by Seller in this manner, which will increase or decrease the cost and expense of work to Seller there shall be a corresponding increase or decrease in the contract price herein provided The value of additional work shall be agreed upon prior to the performance of said work However if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays then the estimate of Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

SPRINKLER TESTING The Seller will only test new work under high pressure and any high pressure tests required on the existing sprinkler system(s) will be done as an extra to the contract price All work required to make the existing sprinkler system(s) tight or to rearrange sprinkler lines to insure proper drainage of such system(s) will be done as an extra for the contract price The purchaser assumes full responsibility for the condition of the existing sprinkler system(s) and for water or other damage resulting directly or indirectly from such condition or the application of tests or flushing pressures.

CLAIMS Any claims against Seller arising hereunder must be presented in writing, with particulars, within five (5) days after they arise.

PROPRIETARY DATA All data provided by Seller including all information contained in drawings and specifications submitted in connection with this contract shall be deemed proprietary and such data and information shall not be disclosed to others or used for any purpose except in connection with this contract without the express written consent of Seller.

TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS The terms and conditions specified herein shall be addition to those set out in Seller's technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

ARBITRATION At the option of the Seller any controversy or claim arising out of or relating to this contract of the breach thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgement upon the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof.

OVERTIME Unless otherwise specified by Purchaser, all installation work will be performed during regular working hours. If Purchaser shall require any overtime labor. Purchaser agrees to reimburse Seller for the overtime premium on the same if overtime labor is required on an emergency basis. Purchaser agrees to reimburse Seller for the same.

INCIDENTAL LOSSES All loss or damage from any cause (not the fault of the Seller) to the materials, tools, equipment work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid by the Purchaser.

DEFAULT In case of any default by Purchaser, Seller may declare the contract price or all unpaid installment thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter said premises and shut off the water from said system OR remove all or any portion of the same All such remedies of Seller are cumulative and not exclusive. Default by Purchaser shall consist of Failure to pay any installment of price when due. No demand being necessary or any act or omission on the part of Purchaser Whereby Seller is prevented from completing said installment, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises OR said system shall be attached lien or seized by process of law and such attachment or lien shall not be vacated or seizure terminated within ten (10) days after its occurrence.

SPECIAL CONDITIONS In the event a sprinkler system is being converted from a wet system to a dry system, this contract does not include any appropriation for possible repairs to the existing wet pipe system in order that it may be Tight at the required air pressure. Nor does the contract include any labor or material necessary for rearrangement of line to insure proper drainage thereof Any labor or material necessary to make this system tight under air pressure to change the drainage on line will be charged as an extra to the contract price.

OSHA AND ASBESTOS Purchaser agrees to indemnify and hold harmless the Seller from and against any claims, demands or damages resulting from the enforcement of the Occupational Safety Health Act (Public Law 91-596), unless said claims demands or damages are a direct result of causes within the exclusive control of Seller. In the event that the Seller's employees or others are or may be exposed to asbestos fibers during the performance of this contract, all additional costs necessary to protect such individuals, including but not limited to all costs for *Qualified Laboratory Sample Tests* of any work area for asbestos exposure concentrations, shall be paid by the Buyer and Buyer agrees to indemnify Seller against all claims, demands, injury or damages arising from such exposure.



Lumpkin County, Georgia

Capital Projects

Date:	April 16, 2024
Agenda Item:	2024-034 Fire Station 2 Addition Contract - Crown Service Contractors (<i>Director of Operations Ashley Peck</i>) Ratify
Item Description:	Approval of contract with Crown Service Contractors for the addition at Fire Station 2.
Facts & Historical Information:	In February 2024 the bid for the approved addition at Fire Station 2 was put out. The bid includes constructing a 20' x 35' addition to the rear of the existing building. The addition will be tied into the existing roof line to ensure a proper seal and maintain existing pitch. The bid also includes pouring a concrete pad with footers to support the addition. The addition will be 6" stick-built walls covered in OSB and house wrap. The exterior will be metal siding with a metal roof. The addition includes 2 -3/0 windows and 3 metal entry doors. The wall next to the existing building will be a 2-hour fire-rated wall. Rough-in plumbing for 2 bathrooms to include a sink, toilet, and shower is also included. Rough-in plumbing for a mop sink is also included. The rough in plumbing will be tied into the existing septic system. The bids for the project were returned on March 14, 2024. There were 3 bids, but only 2 were received by the deadline. Crown Service Contractors was the low bid for the project at \$73,550.00. The bid tabulation is attached for review.
Potential Courses Of Action:	A. Approve the contract with Crown Service Contractors for the addition at Station 2. This will allow staff to continue to move forward with the project. B. Do not approve the contract with Crown Service Contractors for the addition at Station 2. This will require staff to have the project placed back out for bid and will delay the completion of the project. C. Approve the contract but with modifications.
Budget Impact:	There will be no impact to the budget. The Board approved funding for this project using the 2014 SPLOST.
Staff Recommendation:	Approve the contract with Crown Service Contractors for the addition at Fire Station 2.

Bid Opening Tabulation

Project# 2024-003 Fire Station 2 Addition March 14, 2024 @ 2:05 PM	AMO Construction	Crown Service Contractors					
Information Form	✓	✓					
Execution of Proposal Form	✓	✓					
Non-Collusion Form	✓	✓					
Drug Free Workplace Form	✓	✓					
Addenda Acknowledgement Form	✓	✓					
E-verify	✓	✓					
SAVE Affidavit	✓	✓					
W-9	✓	✓					
Bid Bond	X ^{not} required	X ^{not} required					
Price Proposal Form	80,000.00	73,550.00					

Ryan McDuffie
Ryan McDuffie, Purchasing Agent

Ashley Peck
Witness

**CONTRACT
FOR FIRE STATION 2 ADDITION
PROJECT 2024-003**

This agreement 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 **Crown Retail Services, Inc. dba Crown Service Contractors**, hereinafter referred to as “Contractor”.

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

A. Summary of Work and Payment:

1. Contractor shall provide all necessary labor, material and equipment to construct a 20' x 35' addition to the rear of Fire Station No. 2. All work shall be done in accordance with the Scope of Work & Specifications included in the Invitation to Bid issued by Lumpkin County on February 14, 2024.

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

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

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

5. Contractor shall be paid the sum of **\$73,550.00** for the Work completed under this contract according to the following payment terms:

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

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

Invoices may be submitted monthly for work completed. Each invoice must include the following information:

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

Contractor must furnish documentation identifying that this work has been completed in accordance with specifications, quantities, and price as set forth in the contract.

A ten (10) percent retainage will be held on each invoice. Approved invoices (less retainage) will be paid within 30 days of approval.

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

B. Bonds:

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

C. Liability:

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

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

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

D. Insurance:

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

E. Assignment of Contractual Rights and Subcontracting:

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

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

F. Indemnity:

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

G. Documents Deemed Part of Contract:

Unless otherwise modified by this Contract, Lumpkin County's Invitation to Bid 2024-003 issued February 14, 2024, for Fire Station 2 Addition, and any addendums issued thereto, shall be deemed part of the contract. No documentation or information provided by the Contractor shall be deemed part of the contract unless expressly incorporated herein.

H. Severability:

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

I. Dispute Resolution:

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

J. Cancellation:

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

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

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

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

K. Safe Working Environment and Drug Free Workplace

Contractor shall provide a safe working environment.

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

1. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and

2. If Contractor hires a Sub Contractor to work in a drug-free work place, Contractor shall secure from that Sub Contractor the following written certification:

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

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

L. Amendments or Modifications:

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

M. Notices:

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

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

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

Crown Retail Services, Inc. dba Crown Service Contractors
Attn: Jake Rizner
3681 Tanners Mill Circle
Gainesville, GA 30507

and to Lumpkin County at the following address:

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

This Contract is made and entered into as of the 16th day of April, 2024.

Lumpkin County:

Contractor:

**Crown Retail Services, Inc.
Dba Crown Service Contractors**

By:

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Joy Bloom, President

Attest:

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Macie Bloom Secretary



Lumpkin County, Georgia

Public Works

Date:	April 16, 2024
Agenda Item:	2024-035 Falcon Design Consultants, LLC - Engineering Services Contract Renewal (<i>Director of Operations Ashley Peck</i>)
Item Description:	Renewal of the Contract with Falcon Design Consultants, LLC for on-call professional engineering services.
Facts & Historical Information:	In May 2023 the Board of Commissioners entered into a contract with Falcon Design Consultants, LLC for on-call professional engineering services. The contract before the Board is a renewal of the contract. There are no changes to the contract or the fees from the previous year. The contract will be for 1 year and maybe renewed annually upon mutual agreement of the parties.
Potential Courses Of Action:	A. Approve the renewal of the contract with Falcon Design Consultants, LLC for on-call professional engineering services. B. Do not approve the renewal of the contract with Falcon Design Consultants, LLC for on-call professional engineering services. C. Request modifications to the contract with Falcon Design Consultants, LLC for on-call professional engineering services.
Budget Impact:	There will be no impact to the budget as there are no changes to the fees for the service and the cost for the contract has already been accounted for in the annual budget.
Staff Recommendation:	Approve the renewal of the contract with Falcon Design Consultants, LLC for on-call professional engineering services.

**ENGINEERING SERVICES AGREEMENT
FOR LUMPKIN COUNTY
CONTRACT NO. 2024-__**

This Agreement is made and entered into as of April 16, 2024, by and between the **Lumpkin County Board of Commissioners** ('OWNER'), and **Falcon Design Consultants, LLC** ('CONSULTANT').

Whereas, OWNER desires to engage the services of CONSULTANT to perform professional engineering services on an on-call or task order basis;

Now, therefore, in consideration of the covenants and mutual agreements herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. SERVICES

1. CONSULTANT agrees to provide professional engineering and surveying services as directed by the OWNER on an on-call or task order basis to include indefinite quantity or as-needed work under a broader general civil engineering and non-project specific task. Services may include, but is not limited to, concept report preparation and validation, utility plans, preparation of displays for public meetings, surveys and mapping, preliminary construction plans, final right-of-way plans (including staking of right-of-way), erosion control plans, structural plans, permit assistance, and final construction plans.

Typical projects may include developing the scope of construction; development of concept, preliminary, and final design documents; environmental documents; utility coordination and relocation plans; right-of- way plans and documents; specifications and bid documents; contract administration. Typical projects will generally fall into the following categories:

- Utility Improvements and Relocations (Water, sewer, and stormwater infrastructure)
- Large Transportation (New alignments, road widening, repairs and maintenance)
- Small Transportation (Sidewalks/Paths/Trails – Pedestrian or Multi-use)
- Site Development/Public Buildings

2. For each task or project, the OWNER shall provide to the CONSULTANT a detailed description of the services to be performed. The CONSULTANT shall respond with a proposed Task Order describing the work, the proposed work procedure, schedule and estimated fee to complete the described services. If this response is acceptable, the OWNER'S authorized representative shall sign the Task Order and provide the approved Task Order to CONSULTANT. Each Task Order shall be numbered consecutively, shall reference this AGREEMENT, and shall be deemed an authorization for the CONSULTANT to proceed with the work when signed by the OWNER'S authorized representative, unless otherwise stated. The provisions of this AGREEMENT shall control with respect to each Task Order. Each Task Order, after execution by both parties to this AGREEMENT, shall be incorporated into and become a part to this AGREEMENT. The Task Order format is attached hereto as Exhibit A.

B. TERM OF AGREEMENT

The term of this agreement will be one year beginning April 16, 2024, and ending May 16, 2024, and may be renewed annually upon mutual agreement of the parties.

C. TERMS AND CONDITIONS OF AGREEMENT

1. Governing Law. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Georgia. If dispute arises out of or relates to this Agreement, or the breach thereof, and the dispute is not resolved through mediation, the parties agree that venue for any litigation will be in the courts of Lumpkin County, Georgia and the parties hereby waive any right to initiate any action in, or remove any action to, any other jurisdiction.
2. Time of Performance. The CONSULTANT will commence work within ten (10) calendar days after receiving an approved Task Order from OWNER, unless otherwise stated in the Task Order. Work will be completed according to the schedule provided in the Task Order. If OWNER requests modifications to the services under a Task Order, or if CONSULTANT'S services extend past the scheduled completion date, the CONSULTANT'S time of performance may be extended by mutual agreement of the parties.
3. Compensation. CONSULTANT agrees to perform the Services, and the OWNER agrees to compensate the CONSULTANT for same as follows:
 - a. OWNER shall compensate the CONSULTANT according to CONSULTANT'S 2023 Hourly Billing Rates set forth in EXHIBIT B attached hereto and incorporated herein by reference.
 - b. In addition to customary overhead items, the following costs are specifically defined as an overhead and there shall be no additional charges for these costs: telephone charges, computer expenses, software expenses, use of company vehicles, mileage, in-house reproduction, photocopying, use of company-owned equipment and routine expendable supplies. Direct expenses (including subconsultants hired by CONSULTANT upon approved by OWNER) will be invoiced 'at cost' to the OWNER with no mark-up.
 - c. Statements. The CONSULTANT shall submit monthly detailed statements for completed work on or about the first of each month.
 - d. Payments. OWNER shall make monthly payments for completed work in accordance with the Prompt Payment Act found in Georgia Law after receipt of monthly Statements rendered by the CONSULTANT.
4. Termination. This Agreement may be terminated as follows:
 - a. Termination for Cause. If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner any material obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement, OWNER shall thereupon give written notice to the CONSULTANT of such failure, violation or breach. If CONSULTANT has not or cannot remedy such failure, violation or breach within ten (10) calendar days of the giving of such notice by OWNER, OWNER shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof.
 - b. Termination by Mutual Consent. This Agreement may be terminated at any time by mutual written consent of the parties, the effective date to be agreed upon by the parties. If this Agreement is terminated by mutual consent, and CONSULTANT timely provides all required documentation of SERVICES performed prior to termination to OWNER, CONSULTANT shall be paid for all such Services within thirty (30) days of the effective date of termination.

- c. Termination for Convenience. Notwithstanding anything to the contrary contained herein, OWNER may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving sixty (60) days written notice to the CONSULTANT.
5. Force Majeure. Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, or natural catastrophe. Delay or failure to perform is excused only during continuance of such force majeure and the affected party will provide written notice of such force majeure and act diligently to remove or eliminate the force majeure.
6. Suspension of Services. If the CONSULTANT'S Services are suspended for any reason other than the fault of CONSULTANT for more than thirty (30) calendar days in the aggregate, CONSULTANT may be compensated for services performed prior to the suspension. In addition, there shall be an adjustment in the Task Order schedule based on the delay caused by the suspension.
7. Representatives and Notices. Each party has designated below the signatures herein, a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement. All notices, consents and approvals required to be given hereunder shall be in writing. All such required notices shall be deemed to be properly given and received within two (2) business days if made in writing and sent via statutory overnight delivery with an exact copy being sent simultaneously via email addressed to the designated representative below. As needed, each party may notify the other party of a change in the street and / or email address for notice providing written notice of the revised street and / or email address.
8. CONSULTANT'S Responsibilities. The CONSULTANT represents that it has or will secure, at its own expense, all necessary qualified personnel to perform the Services under this Agreement. CONSULTANT represents that it has access to the experience and capability necessary to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures for such Services. Such personnel shall not be employees of or have any contractual relationship with OWNER. All of the Services required hereunder will be performed by the CONSULTANT or under its supervision and all personnel engaged in the Services shall be fully qualified and shall be authorized or permitted under State and local law to perform such Services.
- In performing the Services and receiving compensation under this Agreement, CONSULTANT shall operate as an independent contractor and shall not act as or be an employee of OWNER.
- The SERVICES performed by CONSULTANT shall be subject to the inspection and review of OWNER at all times but such inspection and review shall not relieve CONSULTANT from its responsibility for the proper performance of the Services.
9. OWNER Responsibilities. OWNER shall provide to CONSULTANT an outline of the requirements of each Task Order, including the budget and time constraints for each task. OWNER will make available to the CONSULTANT relevant information or data pertinent to each task which is in OWNER'S possession. However, OWNER does not guarantee the accuracy and completeness of the information and data furnished and the CONSULTANT will independently check and / or verify all such information as it relates to the SERVICES provided.
10. Reports, Audits & Confidentiality. The CONSULTANT, at such times and in such forms as OWNER may require, shall furnish OWNER such periodic reports as it may request pertaining to the SERVICES performed pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. The CONSULTANT shall maintain accounts and records,

including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement. These records will be made available for audit purposes to OWNER or its authorized representative and will be retained for three years after the expiration or termination of this Agreement. All of the reports, information, data, etc. prepared or assembled by CONSULTANT under this Agreement are confidential and the CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of OWNER or a validly issued subpoena.

11. Ownership of Documents. All documents prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT'S professional service, and CONSULTANT shall retain an ownership and property interests therein, including all copyrights, unless otherwise agreed in writing by CONSULTANT and OWNER. Regarding construction drawings, CONSULTANT grants OWNER a license to use instruments of CONSULTANT'S professional service for the purpose of constructing, occupying, or maintaining the PROJECT.

OWNER shall have the option to purchase copies of all finished or unfinished documents, data, studies, surveys drawings, maps, models, photographs, and reports prepared by the CONSULTANT under this Agreement and each Task Order for the price of Ten Dollars (\$10.00). Reuse or modification of any such documents by OWNER, without CONSULTANT'S written permission, shall be at OWNER'S sole risk. Documents are defined as reports, drawings, specifications, record drawings, plats, and other deliverables defined in the SERVICES, whether in printed or electronic format.

12. Third Party Reliance Upon Documents. CONSULTANT'S performance of the SERVICES, as set forth in this Agreement, is intended solely and exclusively for the benefit and use of OWNER. No other person or entity may claim under this Agreement as a third party beneficiary, unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation or arbitration. No third party may rely upon CONSULTANT'S documents unless CONSULTANT has agreed to such reliance in advance and in writing.

13. Use of Electronic Media. Copies of documents that may be utilized by OWNER may be printed copies (also known as hard copies) or electronic copies that are signed or sealed by CONSULTANT. Construction Drawings shall be signed and sealed in accordance with the Rules and Regulations of the State of Georgia Administrative Code. Files in electronic formats, or other types of information furnished by CONSULTANT to OWNER such as text, data, or graphics, are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

14. Assignability. This Agreement shall not be assigned or transferred by either the CONSULTANT or the OWNER without the prior written consent of the other.

15. Insurance. Before any SERVICES are provided under this Agreement, CONSULTANT shall procure and maintain at a minimum the following insurance coverage and limits during the life of the Agreement:

- a. Statutory Workers Compensation Insurance: a minimum of \$500,000 or greater amount if required by Georgia law.
- b. Commercial General Liability Insurance: coverage for personal and bodily injury, including death, and property damage in the amount of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the aggregate.
- c. Automobile Liability Insurance: for bodily injury, including death, and property damage for all owned, hired and non-owned automobiles in the minimum amount of \$1,000,000 per occurrence.

- d. Professional Liability Insurance: of \$1,000,000 per claim and \$2,000,000 in the aggregate.
 - e. Certificates: Upon request, CONSULTANT shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to OWNER.
16. Indemnification. CONSULTANT shall indemnify and hold OWNER harmless from and against judgments, losses, costs, expenses, and damages to the extent caused by the negligent acts or omissions of CONSULTANT in the performance of professional services pursuant to this AGREEMENT. In the event judgments, losses, costs, expenses, and damages are caused by the joint or concurrent negligence of CONSULTANT and OWNER, they shall be borne by each party in proportion to its negligence.
17. Standard of Care. CONSULTANT will employ that degree of care, skill and diligence ordinarily exercised by professionals performing the same or similar services at the time said services are performed. CONSULTANT shall re-perform any services not meeting this standard without additional compensation. CONSULTANT warrants that any services it conducts will be adequate and sufficient to accomplish the purposes for which they are performed, and no review or approval thereof by the OWNER shall be deemed to diminish this warranty in any way.
18. Dispute Resolution. If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first, prior to litigation or any other form of dispute resolution, to try in good faith to settle the dispute by mediation with a mediator registered with the Ninth Judicial Administrative District ADR Program or other mediator as may be agreed upon by the parties.
19. Successors. This Agreement shall inure to the benefit of and be binding upon the successors of the parties.
20. Waiver. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement in this Agreement. The waiver by any party of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach or of any other conditions.
21. Section Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
22. Severability. Any provision of this Agreement which is held by a court of competent jurisdiction to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating or rendering unenforceable the remaining provisions of this Agreement.
23. Entire Agreement. This Agreement (and its attached Exhibits and incorporated Task Orders) constitutes and contains the entire, integrated agreement of the parties, and shall supersede any and all prior negotiations, correspondence, understandings and agreements between the parties, respecting the subject matter of this Agreement. This Agreement may be amended only in writing, and signed by an authorized agent of each party.
24. Authority & Understanding. The individual executing this Agreement on behalf of a corporation or other entity warrants that he or she is authorized to do so and that this Agreement constitutes the legally binding obligation of the corporation or other entity that the individual represents. By signing this Agreement, the parties acknowledge that they have read each and every page of this Agreement before signing same and that they understand and assent to all the terms thereof.

IN WITNESS WHEREOF, the CONSULTANT and OWNER have executed this Agreement as of the date written below.

LUMPKIN COUNTY BOARD OF COMMISSIONERS

CONSULTANT:

Signature:

Printed: Chris Dockery

Title: Chairman

Date: _____

Signature:

Printed: Adam L. Price

Title: Managing Partner

Date: _____

Address for giving notices:

99 Courthouse Hill, Ste A

Dahlonega, GA 30533

Address for giving notices:

235 Corporate Center Dr

Stockbridge, GA 30281

Designated Representative:

Name: Alan Ours

Title: County Manager

Phone: 706-864-3742

Email: alan.ours@lumpkincounty.gov

Designated Representative:

Name: _____

Title: _____

Phone: _____

Email: _____

EXHIBIT A

TASK ORDER NO. 2024-__

**TO THE ENGINEERING SERVICES AGREEMENT FOR LUMPKIN COUNTY
CONTRACT NO. 2024-_____**

This Task Order, made and entered into by and between **Lumpkin County Board of Commissioners** hereinafter called the "**OWNER**" and **Falcon Design Consultants, LLC**, hereinafter called the "**CONSULTANT**", shall be incorporated into and become a part of the ENGINEERING SERVICES AGREEMENT FOR LUMPKIN COUNTY, CONTRACT NO. 2024-_____ (the "AGREEMENT") entered into by the parties hereto on April 16, 2024.

A. PURPOSE

This Task Order authorizes and directs the CONSULTANT to proceed with assisting the OWNER with the following described project or task:

B. CONSULTANT'S SCOPE OF SERVICES AND SCHEDULE OF WORK

The CONSULTANT'S scope of services is described as follows:

The Schedule of Work is:

C. CONSULTANT'S COMPENSATION

As consideration for providing the services described in this Task Order, the OWNER shall pay the CONSULTANT in accordance with the AGREEMENT. CONSULTANT estimates the total compensation for the services under this Task Order to be \$_____.

EXHIBIT A (CONT.)

IN WITNESS WHEREOF, the parties hereto have executed this Task Order on this, the _____ day of _____, 2024.

**LUMPKIN COUNTY BOARD OF CONSULTANT:
COMMISSIONERS**

Signature
Printed: _____
Title: _____
Date: _____

Signature
Printed: _____
Title: _____
Date: _____

2023 HOURLY BILLING RATES
Engineering Services

<u>Classification</u>	<u>Hourly Rate</u>
Managing Partner	\$175.00
President/Partner	\$150.00
Engineering Manager	\$140.00
Senior Project Manager II	\$130.00
Senior Project Manager I	\$115.00
Senior Construction Manager	\$135.00
Construction Manager/Municipal Services	\$120.00
Project Manager II	\$110.00
Project Manager I	\$95.00
Planning Director	\$120.00
Project Engineer III	\$105.00
Project Engineer II	\$90.00
Project Engineer I	\$75.00
Planner III	\$105.00
Planner II	\$85.00
Planner I	\$75.00
Landscape Architect	\$110.00
GIS Coordinator	\$115.00
CADD III	\$90.00
CADD II	\$80.00
CADD I	\$70.00
Permit Coordinator	\$75.00
Office Manager	\$80.00
Administrative III	\$80.00
Administrative II	\$70.00
Administrative I	\$60.00

Surveying Services

<u>Classification</u>	<u>Hourly Rate</u>
Senior Survey Project Manager III	\$140.00
Senior Survey Project Manager II	\$120.00
Senior Survey Project Manager I	\$110.00
Survey Project Manager II	\$100.00
Survey Project Manager I	\$90.00
Survey Technician III	\$90.00
Survey Technician II	\$80.00
Survey Technician I	\$70.00
3-Man Survey Crew	\$185.00
2-Man Survey Field Crew	\$150.00
1-Man w/ GPS	\$110.00
1-Man w/ Handheld	\$75.00
1-Man Lidar Drone	\$160.00
Administrative I	\$60.00



Lumpkin County, Georgia

Pinetree Recreation Center

Date:	April 16, 2024
Agenda Item:	2024-036 American Red Cross Licensed Training Provider Agreement (<i>Pinetree Recreation Center Manager Jared Ray</i>)
Item Description:	This agreement would allow Pinetree Recreation Center to use American Red Cross curriculum and offer classes through ARC. This would allow us to instruct and certify lifeguards, offer swim lessons for the community, and be listed as an ARC facility through their website.
Facts & Historical Information:	The training services offered through the American Red Cross help to spread knowledge and educate the community in lifesaving procedures. Their services are created by a team of experts and are validated by a council of nationally recognized medical, scientific, aquatic, and academic experts. The lifeguard class offered through the ARC is considered the gold standard and will help us equip our staff to keep the facility's patrons safe. Offering swim lessons through ARC gives us access to their curriculum as well. To become a licensed training provider you must have an ARC licensed instructor on staff and maintain General liability insurance coverage in an amount not less than \$1,000,000 per occurrence naming ARC as additional insured.
Potential Courses Of Action:	Action A) Approve the agreement Action B) Do not approve the agreement Action C) No action
Budget Impact:	The costs involved are the costs of training the instructors (approximately \$394/person depending on the class), equipment needed to teach the class, and a fee charged by ARC to process the certification for the people you train. The training and equipment costs will be recouped through the revenue from swim lessons and the savings from offering our own lifeguard classes (approx. \$200 per lifeguard). Certification costs are built into the costs for the programs as well.
Staff Recommendation:	Approve the agreement.



Licensed Training Provider Agreement

This **Licensed Training Provider Agreement** ("Agreement") is by and between The American National Red Cross ("Red Cross") and _____ (the "LTP") (each a "Party" and together the "Parties"), effective as of the last date of signature set forth below ("Effective Date"), for the purpose of licensing Red Cross training materials and curriculum to LTP in order to permit LTP to deliver instruction in the Red Cross training courses that are included within the product package(s) listed in Appendix B ("Courses").

1. LTP Responsibilities. LTP will:

- 1.1. Only permit an individual to teach a Course and submit Course Records (as defined below) under LTP's account in Red Cross's learning management system ("LMS") if that individual (i) has an active certification by Red Cross to teach the Course, and is otherwise in good standing as an instructor with Red Cross, when the Course is delivered, and (ii) has been authorized by LTP to teach Courses on LTP's behalf and enter records for completed Courses ("Course Records") on LTP's behalf in Red Cross's LMS before the Course is delivered. (Individuals who satisfy all of these conditions are hereinafter referred to as "Instructors").
- 1.2. Cause Instructors to teach Courses using only Red Cross-approved instructional materials and such other copyrighted and proprietary educational content as Red Cross may provide from time to time to licensed training providers of Course instruction ("Course Materials"), in compliance with the most current Red Cross Training Provider Resource Guide ("Guide"), curricula, policies, and procedures, as the same may be amended or supplemented from time to time (collectively, the "Policies"), which Policies, as of the Effective Date, are available at <https://www.redcrosslearningcenter.org>.
- 1.3. Only sponsor, promote, and teach Courses and otherwise perform under this Agreement within the United States of America and its territories ("U.S."), as the Red Cross is only permitted to operate within the U.S.
- 1.4. Permit—or, upon Red Cross's request, obtain permission for—Red Cross to enter upon the premises at which Courses are taught so that Red Cross can observe LTP's Courses. Red Cross will cooperate with LTP in the scheduling of any such visit, but LTP may not notify its Instructors in advance of a scheduled visit.
- 1.5. Enter accurate and complete Course Records for each completed Course, along with all other requested information, into the Red Cross's LMS within ten (10) calendar days of the date that any scheduling instance of a Course (each a "Class") has been completed, and comply with all terms and conditions of the LMS during such use.
- 1.6. Only issue Course completion certificates, using Red Cross-approved systems and forms, to students who have successfully completed a Course that has been administered by the required number of Instructors and otherwise in compliance with the Policies and this Agreement (it being understood that Red Cross may, in addition to other remedies, invalidate any Course completion certification not issued in conformity with this section).
- 1.7. Pay all fees payable under this Agreement when due, in accordance with section 5 below.
- 1.8. Be responsible for LTP's acts and omissions, and the acts and omissions of its Instructors, in connection with the delivery of Courses under this Agreement.
- 1.9. Maintain insurance (or, if LTP is a public entity, self-insure through a publicly recognized self-insurance program) to cover its performance under this Agreement, as Red Cross insurance does not extend to



LTP or its Instructors. If aquatics courses are included among the Courses that LTP is authorized to deliver under Appendix B, maintain, at minimum, the types and limits of coverage set forth in Appendix C. Provide proof of insurance coverage to Red Cross upon its request.

2. License to Course Materials; CPS.

- 2.1. Red Cross is the owner of Course Materials. Subject to the terms and conditions of this Agreement, Red Cross hereby grants LTP a limited, non-exclusive, non-transferrable, and non-sublicensable license to publicly display and perform, Course Materials solely for the purpose of conducting Courses authorized under this Agreement. LTP may not revise, edit or create derivative works of Course Materials, in whole or in part.
- 2.2. Course Materials will be made available to LTP by digital download or other means as determined by Red Cross. LTP shall only obtain Course Materials for Courses that LTP is authorized to provide, and only through distribution means authorized by Red Cross.
- 2.3. Any certificates memorializing the successful completion of any Course may be issued only through the LMS. LTP has no right or authorization to design or create its own Course completion certificates.
- 2.4. LTP shall use reasonable efforts to protect the Course Materials from use not permitted under this Agreement. This Agreement does not constitute a transfer of ownership rights in the Course Materials. LTP shall not use facts and information from the Course Materials to create its own courses and course materials.
- 2.5. LTP may, from time to time, at its election, participate in Red Cross's Class Posting Service ("CPS"). Using the CPS, licensed training providers of Red Cross may advertise the availability of Courses to prospective students on Red Cross's on-line store, for additional fees. LTP agrees that its participation in the CPS will be governed by the terms and conditions contained in Red Cross's CPS User Guide, as the same may be amended from time to time. Red Cross may suspend or terminate the CPS with respect to all licensed training providers, including LTP, at any time or from time to time, in its sole discretion.

3. Use of Names and Marks.

- 3.1. Red Cross grants LTP the limited, non-exclusive, non-transferable and non-assignable license in the U.S. to use the name and logo of the Red Cross in the format set forth in the Guide (the "Authorized Mark") solely to promote that LTP is an authorized provider of the Courses, and subject to all restrictions herein this Agreement and the Policies.
- 3.2. Except as expressly provided in this Agreement, neither Party may use the other Party's name(s), logos trademarks or other intellectual property in marketing materials, press releases, presentations other than Courses, or otherwise without the advance written consent of the other Party, which consent may be granted or withheld in the other Party's sole discretion.
- 3.3. LTP shall not state or imply that Red Cross sponsors or endorses LTP's business, products or services generally, or that any other training courses and services other than the Courses, are owned or endorsed by or otherwise associated or affiliated with Red Cross.
- 3.4. LTP shall not (i) create a compound mark with the Authorized Mark or (ii) use the Authorized Mark with any other design, slogan or trademark when such combination would tend to cause confusion as to source or affiliation.
- 3.5. LTP shall not in any instance, use a Greek red cross design in association with its business, goods or services.

4. Term and Termination.



- 4.1 This Agreement will be effective as of the Effective Date listed above and ends on the day before the thirty-six (36) month anniversary thereof, unless earlier terminated as provided below.
- 4.2 Red Cross may immediately terminate this Agreement if LTP breaches this Agreement. Red Cross may also terminate this Agreement if LTP breaches the terms of the CPS.
- 4.3 Either Party may terminate this Agreement with advance written notice to the other Party of at least thirty (30) days.
- 4.4 Notwithstanding expiration or any termination of this Agreement, the provisions of this Agreement will continue to govern with respect to any amounts payable to Red Cross for Courses completed prior to such expiration or termination. The Parties' obligations under sections 5.10 and 7 below will also survive expiration or any termination of this Agreement.

5. Fees and Invoicing.

- 5.1 For each Course enrollee, LTP will be charged the per-student license fee that is applicable to that Course. Courses are included within the product package(s) listed on Appendix B. Fees for Courses are set forth in the price list attached to Appendix B.
- 5.2 Unless LTP has been approved for invoicing, LTP will remit payment by credit card upon entry of Course Records into LMS. All fees for CPS are non-refundable and will be paid by credit card at the time LTP submits the Class for posting.
- 5.3 Red Cross may approve or deny LTP's request to be invoiced at Red Cross's sole discretion. Invoices will be sent via postal mail, may be issued up to four (4) times per month, and will include all transactions submitted in that billing period. Payment in full is due thirty (30) days from the date of each invoice. If LTP does not pay any amount by the payment due date, the Red Cross may, in its sole discretion (a) suspend or terminate the LTP's invoicing privileges and require credit card payment at the time LTP enters Courses into LMS; or (b) suspend or terminate the LTP's right to deliver Red Cross training and enter Course Records into LMS. If the Red Cross pursues collections action to recover past due amounts, the LTP will be responsible for all costs of collection including reasonable attorney's fees and collection agency fees and expenses.
- 5.4 If approved for invoicing, LTP may elect to have invoices delivered electronically to one (1) email address. LTP will provide Red Cross a single valid email address for electronic invoice delivery. LTP will receive a PDF copy of the invoice. LTP understands that LTP will not receive an invoice via postal mail after enrollment in electronic invoice delivery.
- 5.5 If LTP desires that invoices issued by Red Cross reflect LTP-issued purchase order numbers, then any such purchase order must be received by Red Cross at least ten (10) business days prior to the Class date; it being understood that under no circumstance will the absence of an LTP-issued purchase order number on any invoice excuse LTP's timely payment of that invoice.
- 5.6 To pay an invoice by credit card or to establish ACH payments, call 888-284-0607. To pay an invoice by check, include the remittance advice showing the LTP account name, customer number and invoice number, and send to:

American Red Cross - Training Services
25688 Network Place
Chicago, IL 60673-1256

- 5.7 Red Cross is not obligated to use LTP's vendor payment portal. If LTP desires that Red Cross use LTP's vendor payment portal, LTP must make such a request in writing. Red Cross may grant or deny the request in its sole discretion. Acceptance of such a request may only be made in writing by an authorized representative of Red Cross. LTP must continue to pay invoices delivered by mail or email on a timely basis while such a request is pending. If Red Cross elects to use LTP's vendor payment portal,



Red Cross will not be obligated to pay LTP or any third party any fee or expense for such use, regardless of any provision to the contrary in such portal's terms of use. LTP will, on demand, promptly reimburse Red Cross for any such fee or expense.

- 5.8 If LTP has account balance or invoice questions or concerns, immediately upon receipt of invoice, LTP may email billing@redcross.org or call 888-284-0607 to report and resolve the inquiry.
- 5.9 At least annually, Red Cross will review its national Course price list, and may increase its prices for Courses. Red Cross will notify LTP of any such increase. Such notice (which Red Cross may send to LTP's contact for notices or contact for billing in [Appendix A](#)) will specify the date on which the increase will take effect under this Agreement. That date will be at least thirty (30) days after the date of such notice. As of that effective date, prices under this Agreement will automatically be modified to reflect such increase without need for the Parties to take any other action, including (without limitation) the execution of any separate modification of, or amendment to this Agreement.
- 5.10 If the Red Cross determines that any Course offered by the LTP is not taught in accordance with Red Cross Policies, the LTP will be responsible for any costs associated with re-training Course participants. Red Cross, at its sole discretion, will determine the appropriate party to conduct re-training, which may include the LTP, or any Red Cross employee, volunteer, or third-party licensed training provider. LTP's obligation to pay for retraining under this section will survive the expiration or earlier termination of this Agreement with respect to any such retraining that takes place after the effective date of expiration or termination; and the provisions for invoicing and collection of past-due amounts set forth in this Section 5 will continue to govern with respect to any such obligation.

6. Notices. Each Party's contacts for notices and billing under this Agreement are listed on [Appendix A](#).

7. Confidentiality. Except as required by applicable law or otherwise provided herein, LTP will maintain in confidence the pricing information set forth in [Appendix B](#).

8. Intellectual Property.

- 8.1 Red Cross reserves all rights not expressly granted herein, in its registered and common law trademarks, service marks, names, emblems, logos and designs including without limitation, the Authorized Mark (the "Red Cross Marks"), and in the Course Materials in whole or in part (collectively the "Red Cross IP").
- 8.2 LTP acknowledges and agrees that the Red Cross IP is and shall remain the property of Red Cross, and that the license granted under this Agreement does not constitute a transfer to LTP of any ownership rights in the Red Cross IP. Further, the Parties agree and acknowledge that LTP's use of the Red Cross IP shall inure solely to the benefit of Red Cross.
- 8.3 LTP shall not commit, or cause any third party to commit, any act challenging, contesting or in any way impairing or attempting to impair Red Cross's right, title and interest in and to the Red Cross IP, including seeking registration of the Red Cross IP in whole or in part, or of any confusingly similar trademark or service mark anywhere in the world or incorporating LTP's business under the Red Cross Marks or any aspect of the Red Cross Marks or any name confusingly similar to the Red Cross Marks.
- 8.4 Upon the expiration or termination of this Agreement, all rights in the Red Cross IP herein granted to LTP immediately expire, and LTP will immediately cease all use of the Red Cross IP.

9. Miscellaneous.

- 9.1 **Severability.** In the event any provision of this Agreement is held invalid, illegal or unenforceable (any such provision, an "Invalid Provision") in any jurisdiction, the Red Cross and the LTP shall promptly



negotiate in good faith a lawful, valid and enforceable provision that is as similar in terms to such Invalid Provision as may be possible while giving effect to the future benefits and burdens accruing to the Parties hereunder. But, in no way will the Invalid Provision affect the validity or enforceability of any other portion or provision of this Agreement, regardless of the ability of the Parties to negotiate a new provision.

- 9.2 **Independent Contractors.** Each Party is an independent contractor with respect to the other, and nothing herein shall create any partnership, franchise, or joint venture between the Parties or an employer-employee or agency relationship. No agent, employee or servant of any Party shall be, or shall be deemed to be, the employee, agent or servant of the other Party, and each Party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.
- 9.3 **Assignment.** LTP may not assign its rights under this Agreement, or delegate its obligations, in whole or in part, without the prior written consent of Red Cross. Any attempted assignment or delegation in violation of the foregoing will be null and void.
- 9.4 **Governing Law.** The Agreement is governed by the laws of the District of Columbia, without giving effect to its choice or conflict of law rules.
- 9.5 **Inapplicability of Procurement Terms.** This Agreement is not a contract for the purchase, sale, or use of personal property or for the rendering of personal or professional services by Red Cross. It is only a limited license in Red Cross IP. It is, therefore, not subject to policies, regulations, terms, conditions, or other requirements of LTP or any third party (including, but not limited to, the Federal Acquisition Regulation and any agency supplement thereto, and the U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) that relate only to suppliers and vendors of goods or services. Under this Agreement, Red Cross will not carry out part of any Federal award received by LTP. Neither Red Cross, the host of its LMS, nor any other vendor to Red Cross in connection with this Agreement, will act as, nor may any of them be deemed, (i) a subcontractor to Red Cross or a first-tier or lower-tier subcontractor or sub-grantee to LTP under any prime contract or grant, or (ii) a first-tier or lower-tier processor of personal or other data for LTP or any third party.
- 9.6 **Data Processing.** Red Cross operates the LMS as a nationwide system of course certification. It does not operate the LMS as a service to, or as an agent or for the benefit of, LTP. Insofar as Red Cross collects, processes, transmits, stores, or otherwise manages data, including personal data, contained in Course Records, it will not be doing so for, or on behalf of, or as a service to, LTP. Red Cross retains all rights in and to the LMS and any Course Records uploaded by LTP into the LMS.
- 9.7 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings and representations, both written and oral, between the Parties with respect to the subject matter of this Agreement.
- 9.8 **Amendments and Waivers.** Amendments, addenda and waivers to this Agreement will be effective only if made, in each case, by a non-preprinted document clearly understood by both Parties to be an amendment, addendum or waiver, as the case may be, and signed by both Parties. Any additional or different terms or conditions contained in any purchase order, confirmation, receipt, invoice, click-through agreement, or similar documents will not be binding on either Party, whether or not such terms and conditions would materially alter this Agreement (and even if the receiving Party has signed or otherwise acknowledged such purchase order, confirmation, receipt, invoice, click-through agreement or similar document), and each Party hereby rejects all such additional or different terms and conditions.
- 9.9 **Mutual Representations.** Each Party is relying upon the truth and accuracy of the following warranties, as made by the other Party, as a material inducement to entering into this Agreement:



- A. LTP warrants that any information it has tendered to Red Cross concerning its legal status, identities of its directors, officers, shareholders, or other principals and affiliates, financial condition, current and historical operations, insurance coverages, and all other information requested by Red Cross in connection with any inquiry into LTP's capabilities and qualifications as a prospective licensed training provider of Red Cross, was, on the date it was provided to Red Cross and on the Effective Date, true and accurate in all respects and free of any misleading omissions. LTP acknowledges that the foregoing warranty is a material inducement for the Red Cross to enter into this Agreement.
- B. Each Party represents to the other that it is duly organized or incorporated and validly existing under the laws of the state where it is organized or incorporated (or, if it is organized under federal law, that it is duly organized and validly existing under the laws of the United States), that it has the power and authority to enter into this Agreement and carry out its provisions, that it has taken all actions required for it to enter into the Agreement prior to the Effective Date, that its representative who has signed this Agreement below is duly authorized to execute and deliver this Agreement, and that this Agreement is legally binding upon and enforceable against it.

The Parties, acting through their duly authorized officers, have executed this Agreement, which shall come into force as of the Effective Date. Execution of this Agreement confirms LTP's receipt of the Training Provider Resource Guide, which may be updated from time to time.

LTP Name:	The American National Red Cross
LTP Signature:	Red Cross Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Licensed Training Provider Agreement Appendix A – Contact Information

Licensed Training Provider (LTP) Information		
LTP:		
LTP Address:	LTP Fax:	
LTP Account Number:		
LTP Contact:		
LTP Contact Email:		
LTP Contact Phone:	Extension:	
(NOTE: All Billing Contact information MUST be completed for a specific individual; not a system/generic email)		
LTP Billing Contact Name:		
LTP Billing Contact Phone:	Extension:	
LTP Billing Contact Email:		
LTP Billing Address:		
LTP DUNS Number:		
Email for Invoice Delivery (if electing electronic invoice delivery):		
Notices to be delivered to LTP Contact, above.		
Red Cross sales representative		
Name:		
Phone:	Ext.:	Email:
Legal Notice to be delivered to your Red Cross sales representative with a copy to The American National Red Cross, Office of the General Counsel at 431 18 TH Street NW, Washington, DC 20006.		



Licensed Training Provider Agreement
Appendix C – Insurance Requirements for Aquatics LTPs

LTPs who have Aquatics Courses included in Appendix B are required to maintain General Liability insurance coverage in an amount not less than \$1,000,000 per occurrence naming the Red Cross as additional insured. The policy shall be written as primary policy coverage and not contributing with, or in excess of, any coverage which the Red Cross may maintain. Coverage limits may be met by a combination of primary and excess or umbrella policies. If LTP is a self-insured public entity, LTP must provide a certificate of self-insurance.

LTP shall provide the Red Cross with certificates of insurance (“COIs”) evidencing the required insurance coverage and limits prior to the commencement of training activities under this Agreement, and renewal certificates, for as long as this Agreement is in effect, to the Red Cross contact referenced in Appendix A. In addition, LTP shall provide Red Cross with COIs that conform to the above requirements for each affiliate, division, operating unit, and branch office of LTP that conducts training activities under this Agreement and maintains insurance coverage separate from LTP.

LTP agrees to notify the Red Cross prior to any cancellation or nonrenewal of the required insurance policies.

The Certificate of Insurance (COI) provided must be completed as follows:

Certificate Holder: **The American National Red Cross**
 431 18th Street, NW
 Washington, D.C. 20006

Description of Operations (shall read as follows):

RE: Licensed Training Provider Agreement.

THE AMERICAN NATIONAL RED CROSS, ITS GOVERNORS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND PERMITTED ASSIGNS ARE INCLUDED AS ADDITIONAL INSUREDS WITH REGARDS TO GENERAL LIABILITY. PRIMARY AND NON-CONTRIBUTORY POLICY LANGUAGE IS INCLUDED WITH RESPECT TO GENERAL LIABILITY WHERE REQUIRED BY CONTRACT.

All such insurance carriers shall be authorized to do business in the state in which Courses are being provided.



Lumpkin County, Georgia

Pinetree Recreation Center

Date: April 16, 2024

Agenda Item: 2024-037 Coca-Cola Bottling Company Equipment Agreement (*Pinetree Recreation Center Manager Jared Ray*)

Item Description: The equipment placement agreement allows Coca-Cola to place equipment in the Pinetree Recreation Center for vending and concession coolers.

Facts & Historical Information: Equipment placed in the Pinetree Rec Center will include a vending machine in the hallway and a cooler to be placed in the concession stand. Both of these items are being placed at no cost to PRC. The vending machine will be maintained and operated by Coke. This includes maintaining the equipment, stocking with inventory purchased by Coke, and collecting revenue made by the machine. PRC will receive a portion of the revenue made in the vending machine. The cooler to be placed in the concession stand will allow us to store bottled products. This equipment is being provided and maintained by Coke provided that we agree to purchase product from the Bottler and sell it at the concession stand.

Potential Courses Of Action: Action A) Approve the agreement
Action B) Do not approve the agreement
Action C) No Action

Budget Impact: Costs involved on PRCs side is the electricity costs of running equipment. This will be recouped through concession sales.

Staff Recommendation: Approve the agreement with Coca-Cola.

Equipment Placement Agreement

In consideration of the mutual promises set forth below, the affiliate of Coca-Cola Bottling Company United, Inc. that shall deliver and install the Equipment (as defined below) (“**Bottler**”) and the below-named customer together with its subsidiaries and affiliates (collectively, “**Customer**”) hereby agree to the following terms and conditions of this Equipment Placement Agreement (“**Agreement**”):

1. **Installation and Use Restrictions.** Bottler may, from time to time, deliver and install the “**Equipment**” (which term encompasses all equipment provided by Bottler at any time, including, without limitation, vending machines, coolers, fountain equipment, racks and/or any replacement parts, replacements, additions or accessories) at the location(s) to which such Equipment is actually delivered. Customer shall use the Equipment only at the particular location to which such Equipment is actually delivered unless otherwise agreed by Bottler. At all times during the term of this Agreement, Customer shall maintain records of the location of all Equipment and promptly provide copies of such records to Bottler upon request. This Agreement, in addition to any additional documents and/or records by and/or between the parties describing the Equipment and the location(s) where such Equipment is placed, shall be maintained by Bottler and shall constitute the official book of record pertaining to the Equipment. Customer hereby agrees that: (i) no logo, trademark, advertisement, or other indication of Bottler’s ownership of the Equipment shall be obstructed, defaced, or removed, and no other logo, trademark, or advertisement shall be attached to the Equipment; (ii) the Equipment shall not be obstructed, moved, or removed without the prior written consent of Bottler; (iii) the Equipment shall not be sold, reassigned, loaned, leased, or rented to any other party except as authorized by Bottler; in which case, Customer shall remain fully responsible for the Equipment as per the terms of this Agreement; (iv) no racks, merchandise, or any other objects shall be placed on top of or attached to the Equipment unless expressly authorized by Bottler; and (v) Customer will not attach the Equipment, or allow the Equipment to be attached, in such a manner as to become part of the realty as a fixture or otherwise, and that the Equipment will be maintained so that it may be easily removed without damage to buildings or realty.
2. **Operation.** In consideration of the provision of the Equipment by the Bottler to Customer pursuant to this Agreement, Customer agrees to purchase from Bottler and store in, or sell through, the Equipment only products supplied by Bottler. In Bottler’s sole discretion, a review of Customer’s product purchase volume and Equipment usage may justify ongoing Equipment placement or Equipment removal.
 - a. If Bottler is providing full-service vending, Customer agrees to permit Bottler to place the vending Equipment on Customer’s premises. Bottler shall stock such vending Equipment and shall collect all vending proceeds from the sale of beverages. If Bottler has agreed to pay Customer a commission on sales through the Equipment, all taxes, deposits, recycling fees, other handling fees, communication charges and credit and debit card fees, if any, may be deducted from funds collected before calculating any commissions due to Customer.
 - b. Bottler hereby loans the Equipment to Customer; however, during the term of this Agreement, Bottler reserves the right, upon prior notice to Customer, to lease or rent the Equipment to the Customer and, upon commencement of the lease or rental program, Customer agrees to pay a monthly rental/lease amount. Bottler may change the rental/lease rate charged under this Agreement by sending notice of such change to Customer at its present address. Customer may terminate this Agreement as set forth herein if it objects to such change.
 - c. If the Equipment includes a fountain beverage dispenser, Customer agrees to permit Bottler to install the fountain Equipment on Customer’s premises. Customer agrees such fountain Equipment will be used only for the purpose of dispensing fountain beverage products of The Coca-Cola Company (“**Company**”), such as Coca-Cola® classic (or Coke®), diet Coke® and Sprite®, and other fountain products distributed by Bottler with the understanding that no product of PepsiCo, Inc. or of an affiliate thereof may be dispensed. Customer further agrees not to dispense any product whose pungency could affect the normal taste or quality of the Company’s fountain beverage products.
3. **Ownership.** Bottler is and, at all times, shall remain, the exclusive owner of the Equipment. Customer shall protect Bottler’s title and keep the Equipment free from all claims, liens, and encumbrances arising from the actions or inactions of Customer. Customer’s obligation under this paragraph remains until such time as Bottler or Bottler’s designee picks up the Equipment. Customer authorizes Bottler to execute and file any additional instruments in all jurisdictions where it deems it necessary to perfect and maintain Bottler’s interest in the Equipment. Bottler shall have the right, during Customer’s regular business hours, to inspect the Equipment at Customer’s premises or wherever the Equipment may be located and to review all records that reasonably relate to the Equipment upon reasonable notice to Customer. Customer shall promptly notify Bottler of all details arising out of any alleged encumbrances thereon or any accident allegedly resulting from the use or operation thereof.
4. **Service and Repair.** Customer shall take reasonable care of the Equipment. Bottler agrees to provide reasonable service and repair for the Equipment during the term hereof. Customer shall allow Bottler to enter its premises for the purpose of inspection or performance of such service and repair, or necessary replacement or return or removal of the Equipment. In the event additional service and repair is requested by Customer or reasonably necessary as a result of Customer’s negligence or willful misconduct, Bottler may bill Customer its standard rate per service call. All service and repair calls must be exclusively handled or authorized by Bottler. Customer’s sole recourse against Bottler with respect to service and repair provided by Bottler or its agents to the Equipment is that Bottler will correct any defective workmanship at no additional charge to Customer, provided that Bottler is given prompt notification of any defective workmanship. Customer shall promptly notify Bottler of any Equipment malfunction and take reasonable steps to mitigate any risk of injury to person or property arising from such malfunction. For example, if a piece of Equipment is not cooling properly, Customer will unplug that piece of Equipment until it is repaired or replaced by Bottler.
5. **Disclaimer of Warranties; Liability and Costs.** Customer acknowledges that Bottler is not the manufacturer of the Equipment. BOTTLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AND EXPRESSLY DISCLAIMS ANY IMPLIED

WARRANTIES AS TO THE FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, CONSTRUCTION, CONDITION, SPECIFICATIONS, OR PERFORMANCE OF THE EQUIPMENT. Customer accepts no warranties and expressly waives any implied warranties as to the fitness for a particular purpose, merchantability, design, construction, condition, specification, or performance of the Equipment. Except to the extent attributable to the gross negligence or willful misconduct of Bottler, Customer hereby assumes liability for any and all damage to (normal wear and tear excepted), or loss of, the Equipment from the time the Equipment is delivered to Customer until returned to or removed and accepted by Bottler. Customer assumes responsibility to report any damage to, or loss of, Equipment to Bottler immediately. To the extent any payment is due from Bottler to Customer under this Agreement or otherwise, Bottler may deduct from such payment the cost of repair or replacement of Equipment due to damages for which Customer is responsible hereunder. Customer shall pay all taxes, licenses, charges, or other fees which may be imposed on Customer's sales of products through the Equipment or in connection with this Agreement by any taxing authority. In the event of a default by Customer under this Agreement, including non-payment of lease/rental charges, if any, Customer shall be liable for reasonable attorneys' fees and other costs incurred by Bottler in enforcing its rights hereunder by litigation or otherwise.

6. **Exculpation; Indemnity.** **CUSTOMER ACKNOWLEDGES THAT INSTALLATION, USE, OR OPERATION OF EQUIPMENT CARRIES INHERENT RISKS INCLUDING BUT NOT LIMITED TO FLOODING AND DAMAGE TO FIXTURES AND OTHER PROPERTY.** Bottler shall not be liable to Customer for any claims based on or arising out of injury to person or property in any way relating to the installation, use, repair, or operation of the Equipment, except such claims as might arise solely out of Bottler's gross negligence or willful misconduct. In no event and under no circumstances shall Bottler be liable to Customer for any claims based upon or arising out of lost profits or prospective profits, loss of product, or consequential, special or incidental damages in any way relating to the installation, use, repair, or operation of the Equipment. Customer shall indemnify and hold Bottler and Bottler's officers, agents, employees, directors, shareholders, affiliates, successors, and assigns (hereinafter the "**Indemnified Parties**") harmless from all losses, damages, claims, suits, proceedings, damages and liabilities of whatever nature, and all costs and expenses, including Indemnified Parties' reasonable attorneys' fees resulting from any and all claims, demands, or rights of action that may be asserted at any time against Bottler which are caused by or result from Customer's negligence or willful misconduct in the possession, use or operation of the Equipment or due to Customer's breach of any provision of this Agreement. Customer represents and warrants that plumbing and electrical service on the property is proper and adequate for the installation and use of the Equipment, and Customer will not use extension cords or other electrical connections not expressly approved by Bottler. Customer agrees to indemnify and hold harmless Bottler from any damages arising out of Customer's plumbing or electrical hook-up or service. Notwithstanding anything herein to the contrary, the provisions of this section will survive termination of this Agreement.
7. **Term and Termination.** The term of this Agreement shall commence on the date of initial delivery of any Equipment and shall continue until terminated by either party. Either party may terminate this Agreement for any or no cause upon 10 days' written notice to the other; provided however, Bottler may immediately terminate this Agreement upon the failure by Customer to perform or comply with any one or more terms, conditions, or provisions of this Agreement or if Customer is adjudicated insolvent by any court or tribunal or files voluntary petition in bankruptcy or enters into an arrangement with its creditors. In the event of any termination, Customer shall promptly return all Equipment to Bottler, and this Agreement shall survive with respect to any Equipment remaining in the Customer's possession. In the event of default, Bottler shall have the immediate right to exercise any one or more of the following remedies: (w) to terminate the Agreement; (x) to declare the entire amount of any rent immediately due and payable, without notice to or demand of Customer; (y) to take possession of any or all of the Equipment without demand or notice wherever the same may be located, without any court order or other process of law; or (z) to pursue any other remedy at law or in equity. If the Equipment is not made accessible by Customer, then Customer shall pay all costs and expenses relating to the removal of the Equipment. If this Agreement is terminated with respect to any piece of Equipment for any reason prior to one year from the commencement date hereof, then Customer shall pay Bottler all costs and expenses for installation, removal and refurbishment of the Equipment. All rights and remedies provided herein may be exercised exclusively, concurrently, or cumulatively with any other right or remedy hereunder, or as otherwise provided by law.
8. **Casters (if applicable).** If Customer requests, at any time during the term of this Agreement, that Bottler provide the Equipment equipped with casters, the following provisions shall apply. Customer represents and warrants that the Equipment is required by a governmental authority pursuant to applicable health, safety, sanitary or other applicable codes or ordinances, or the Customer desires the Equipment, to be equipped with casters to permit the efficient and thorough cleaning of the Equipment and surrounding areas. Customer recognizes and acknowledges that the casters provided on the Equipment are not designed or intended to allow for the movement of the Equipment beyond the minimal distances required for cleaning of the immediate area and are not designed for movement from room to room or other similar distances. Customer agrees that it shall not, and shall not permit its employees, agents, or subcontractors to use the casters to move the Equipment beyond the short distances necessary to adequately clean and maintain the Equipment and immediately surrounding areas. Customer agrees not to otherwise move or displace the Equipment from the area in which it was placed by Bottler. Any violation of this section by Customer shall constitute a breach of this Agreement.
9. **Miscellaneous.** This Agreement shall not be transferred, subleased, or assigned, in whole or in part, by Customer without the prior written consent of Bottler, except that Bottler may assign this Agreement to any affiliate or any U.S. Coca-Cola bottler. This Agreement constitutes the entire agreement between the parties with respect to the Equipment and may be amended only in a writing signed by both parties. To the extent that any of the terms of this Agreement conflict with the terms set forth in any other agreement between the parties (and the effect of such conflict diminishes the rights of Bottler under this Agreement), the terms of this Agreement will control; provided further that removal of any Equipment will not affect the terms of any other agreement between the parties. No modification or waiver shall be enforceable unless in writing and signed by the party against whom enforcement is sought. Bottler shall be entitled to recover from Customer its reasonable attorneys' fees incurred in enforcing this Agreement. Any notices permitted or required by this Agreement will be in writing and mailed by certified mail or hand delivered, addressed to the respective addresses of the parties. The parties hereby waive trial by jury in any matter concerning this Agreement or the Equipment.

In witness whereof, the parties hereto have executed this Agreement as of the last date indicated below.

I have read and agree to the terms and conditions stated herein, which authorize installation of Bottler’s Equipment. By signing this Agreement in the space provided, I acknowledge that I have the authority to sign and have read and understood and agree to be bound by the terms and conditions of this Equipment Placement Agreement.

Customer Name:	
(Customer Signature) Name: Title: Date:	(Bottler Signature) Name: Title: Date: