



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

December 19, 2023
6:00 PM

- **CALL TO ORDER**
- **INVOCATION**
- **CONSIDERATION OF AGENDA**
- **PUBLIC COMMENTS (Agenda Specific)**
- **PROCLAMATIONS**
 1. Proclamation Recognizing Dr. Mac McConnell **Ratify**
 2. Proclamation Recognizing Dr. Rob Brown **Ratify**
- **CONSIDERATION OF MINUTES**
 3. Board of Commissioners - Work Session - November 7, 2023 4:00 PM
 4. Board of Commissioners - Appeal Hearing - November 7, 2023 4:30 PM
 5. Board of Commissioners - Work Session II - November 21, 2023 5:30 PM
 6. Board of Commissioners - Regular Meeting - November 21, 2023 6:00 PM
- **RESOLUTIONS**
 7. 2023-59 Amend Chapter 1, Section 1-2 Definition of Computation in Time (*Community & Economic Development Director Rebecca Mincey*)
 8. 2023-60 Appoint Member to Board of Assessors - *Deborah Armstrong to Seat 5, with a term expiring 06/30/2025*
 9. 2023-61 Resolution to Amend the Restrictions on the Use of Sound Amplifying Equipment Ordinance (*County Manager Alan Ours*)
 10. 2023-62 Resolution to Reappoint a Personnel Hearing Officer (*County Attorney Joy Edelberg*)
 11. 2023-63 Resolution Revising Certain Sections of the Land Development Regulations set forth in Chapter 26 of the Code of Ordinances of Lumpkin County, Georgia. (*Community & Economic Development Director Rebecca Mincey*)
 12. 2023-64 Appoint Member to Board of Health - *Carrie Sisk as the Consumer Advocate, with a term expiring 12/31/2029*
- **REPORTS**

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

- **CONTRACTS/AGREEMENTS**

13. 2023-110 Halls Mill Enterprises LLC d/b/a Chestatee River Adventures c/o Rhett Stringer – Canoe Launch Sublease Renewal (*County Clerk Melissa Witcher*)
14. 2023-111 Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben LaChance – Canoe Launch Sublease Renewal (*County Clerk Melissa Witcher*)
15. 2023-112 Lumpkin County Veterans Affairs Committee Vietnam Memorial Request (*Bill Poole*)
16. 2023-113 McCormick Solutions Maintenance Services Contract (*Chief Tax Appraiser Danny Ziemer*)
17. 2023-114 Classic Cleaners – 2024 Lease (*Special Projects Director Ashley Peck*)
18. 2023-115 Inmate Food Services Contract – Agape Food Service (*Sheriff Stacy Jarrard*)
19. 2023-116 CD 451 Amendment to NTIA Financial Assistance Award (*Community & Economic Development Director Rebecca Mincey*)
20. 2023-117 Tourism Service Contract with the Dahlonega-Lumpkin County Convention and Visitors Bureau, Inc. (*Finance Director Abby Branan*)
21. 2023-118 CJCC VOCA (Victims of Crime Act) - MOA (*Finance Director Abby Branan*)
22. 2023-119 Central Square GA GEARS Interface - Accident Reporting System (*Sheriff Stacy Jarrard*)
23. 2023-120 Deanna Specialty Transportation, Inc. SFY 2024 – Agreement for Congregate Transportation (*Senior Center Manager Linda Kirkpatrick*)
24. 2023-121 Yahoola Creek Reservoir Construction of Road, Parking Lot, Pavilion, and Restrooms - Falcon Design Proposal (*County Manager Alan Ours*)
25. 2023-122 Lumpkin County Senior Center – American Specialty Health Fitness, Inc. – Fitness Network Location Services Agreement (*Senior Center Manager Linda Kirkpatrick*)

- **OTHER ITEMS**

26. Pine Tree Way Right of Way Transfer to City of Dahlonega (*Special Projects Manager Charles Trammell*)
27. Position of Public Works Director (*County Manager Alan Ours*)

- **ALCOHOLIC BEVERAGE LICENSE RENEWALS**

- 2024-01 Michele Kraft Deblois/Forrest Hills Gifts & Treasures
- 2024-02 Craig H. Kritzer/Frogtown Cellars LLLP
- 2024-03 Jeffery Grindle/Tomato House Farm LLC
- 2024-04 Michele Kraft Deblois/Hideaway Restaurant
- 2024-05 Salman Ali/Ash Business, Inc. d/b/a Quick Mart 3
- 2024-06 Charles Clinton Crane/C.L. Crane Grocery
- 2024-07 Umamaheswari Devi Meruga/Saketh, Inc. d/b/a Lucky Food Mart
- 2024-08 Darren E. Glenn/Riverside Tavern, LLC
- 2024-09 Sharon Paul/Chestatee Valley Vintners, LLC d/b/a Three Sisters Winery
- 2024-10 Michael Davis/Georgia Farm Wines, LLC d/b/a Seven Day Bottoms Farm Winery
- 2024-11 Salman Ali/Afshar Inc. d/b/a Quick Mart #7
- 2024-12 E. Karl Boegner/Dahlonega Wine Co., LLC d/b/a Wolf Mountain Vineyards
- 2024-13 Matthew C. Garner/ZA2GA Wine Company, LLC d/b/a Montaluce Winery, La Vigne Restaurant
- 2024-14 Jeffrey Scott Cudd/Real Hospitality Ventures, Inc. d/b/a Mountain Laurel Creek Inn & Spa
- 2024-15 Blair Housley d/b/a Etowah Meadery, Corp.
- 2024-16 Suzanne Reilly Tebor/Neverland Farms, Inc.
- 2024-17 Tushar Patel/Yogi's Quik Stop II, LLC d/b/a Turners Corner Grocery Store
- 2024-18 Evelyn Claire Livingston/Cavender Creek Winery, LLC d/b/a Cavender Creek Vineyards & Winery

2024-19 Truptiben Patel/BJ Creek, LLC d/b/a Clay Creek Falls Grocery
2024-20 James Rider/JR's BBQ & Country Store
2024-21 Robert Warner/White Oaks LLC d/b/a White Oaks Bistro
2024-22 Bhupendra Kumar Patel/Vaho Enterprises, LLC d/b/a Ben Higgins Exxonmobil
2024-23 Jigna Patel/Shalina Business, LLC d/b/a Mart 24/7
2024-24 Becky Lynn Fuller/AGEA Enterprises, LLC d/b/a The Corner Store #2
2024-25 James E. Pruitt/MR2Wings d/b/a Roosters Café
2024-26 Tushar V. Patel/Yogis Quickstop, Inc. d/b/a Cutie Gas & Grocery
2024-27 Sonika Ahluwalia/Aspen Gold, LLC d/b/a Disco Marathon
2024-28 Salma Panjwani/SAMIR786 LLC d/b/a Cavenders Corner
2024-29 Joseph Hannan/Barefoot Hills LLC
2024-30 Kari McCann/Red Wine & Blue Vineyard & Winery LLC d/b/a Dahlonga Resort & Vineyards
2024-31 Matthew Garner/ZA2GA Wine Co, LLC d/b/a Trattoria di Montaluce
2024-32 Heather Breedlove/CGN Properties d/b/a The Mountain Top Lodge
2024-33 Michael Davis/Convenience Stores, Inc. d/b/a JP Dahlonga
2024-34 Ghanshyam Patel/Jay Jalaramji, LLC d/b/a Iron Mountain Mart
2024-35 Craig Stansberry/The Grille at Iron Mountain
2024-36 David Burns/Massey Burns, Inc. d/b/a 52 West Brewing
2024-38 Kevin Buckley/Buckley Farms & Vineyard d/b/a Buckley Vineyards
2024-39 Sammy Zamarripa/Familia Vineyards, LLC d/b/a Horse Creek Winery at Doghobble Vineyard & Farm

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



Lumpkin County, Georgia

Board of Commissioners

Date:

December 19, 2023

Agenda Item:

Proclamation Recognizing Dr. Mac McConnell ***Ratify***

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:



Proclamation of Recognition

Dr. Frank J. “Mac” McConnell

WHEREAS, Dr. Mac McConnell was born and raised in Lumpkin County, where he graduated from North Georgia College with a Bachelor of Business Administration degree in Accounting. He continued his education at Mercer University with a Master of Business Administration in Finance & Marketing, and later earned his Doctorate of Education in Higher Education Management at the University of Georgia; and

WHEREAS, Dr. McConnell has had a dedicated career with his alma mater, now known as the University of North Georgia, since 1987, when he served as the Director of Procurement for ten years and as Comptroller for two years. Dr. McConnell then held the position of Vice President for Business & Finance, and was named Senior Vice President for Business & Finance in 2012; and

WHEREAS, during his tenure at UNG, Dr. McConnell has enriched the institution with his pioneering leadership and extensive accomplishments. In addition to his general duties, he played a key role on the University’s Fundraising Leadership Team, which has helped to secure millions of dollars in contributions for campus improvements, new facilities, and the expansion of academic & athletic programs; and

WHEREAS, Dr. McConnell worked diligently to develop and maintain academic partnerships during consolidation and coordinated with other university officials to develop an improved financial model for student admissions. Dr. McConnell also created the Office of University Compliance and was instrumental in creating a comprehensive review and improvement plan for UNG’s athletics program; and

WHEREAS, along with his involvement in multiple professional associations and UNG foundations, Dr. McConnell has also served the community by participating in local organizations such as the Dahlonega Rotary Club, Dahlonega Jaycees, Leadership Lumpkin County, Downtown Development Authority, and the North Georgia Athletic Association.

NOW THEREFORE, BE IT RESOLVED that the Members of the Lumpkin County Board of Commissioners hereby honor **Dr. Mac McConnell** for his achievements and dedication to the betterment of our community, and further proclaim November 28th, 2023 as **Mac McConnell Day**.

IN WITNESS WHEREOF, we have set our hand and caused the seal of Lumpkin County to be affixed this 28th day of November, 2023.

Lumpkin County, Georgia

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher, County Clerk



Lumpkin County, Georgia

Board of Commissioners

Date: December 19, 2023

Agenda Item: Proclamation Recognizing Dr. Rob Brown **Ratify**

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



Proclamation of Recognition

Superintendent Rob Brown

WHEREAS, Dr. Rob Brown, Superintendent of Lumpkin County Schools, has served in public education for twenty-eight years. Born in Marietta, Georgia, he graduated from Sprayberry High School in Cobb County. Dr. Brown obtained several degrees from Carson-Newman College and Jacksonville State University, and he completed his higher education with a Doctorate of Educational Leadership from the University of Alabama; and

WHEREAS, Dr. Brown has held numerous positions during his distinguished career, including coach, teacher, assistant principal, principal, executive director, and superintendent. Lumpkin County was fortunate to welcome Dr. Brown as Lumpkin County Schools Superintendent in 2016, after he spent four years as Superintendent of Jeff Davis County Schools; and

WHEREAS, Dr. Brown has earned numerous awards and accolades, including the Vision Award for Leadership Development, the Jim Puckett Outstanding Educator Award from the Georgia Association of Educational Leaders, the Gold Award from the Georgia School Public Relations Association, and most recently, the Bill Barr Award from the Georgia School Superintendents Association. Under his leadership, Lumpkin County Schools have thrived with some of the highest SAT and ACT scores in the state, as well as boasting the second-highest graduation rate of all Georgia districts for 2023. Lumpkin County Schools have also been recognized with the Leading Edge Award from the Georgia School Boards Association, the 2020 Georgia Charter Leadership Award, and the Platinum Award of Excellence for Best-in-Class Retention Practices; and

WHEREAS, beyond his career in public education, Dr. Brown has also been involved in the community through several organizations. He is a member of the Dahlonega Sunrise Rotary Club, the Lumpkin County Board of Health, and Dahlonega United Methodist Church. Dr. Brown has also served as President of the Georgia School Superintendents Association and as a member of the Georgia Association of Educational Leaders Governing Board.

NOW THEREFORE, BE IT RESOLVED that the Members of the Lumpkin County Board of Commissioners hereby honor **Dr. Rob Brown** for his outstanding contributions to education in Lumpkin County and the incredible impact he has made on the children of our community, and we wish him success in all of his future endeavors.

IN WITNESS WHEREOF, we have set our hand and caused the seal of Lumpkin County to be affixed this 11th day of December, 2023.

Lumpkin County, Georgia

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher, County Clerk



Lumpkin County, Georgia

County Clerk

Date: December 19, 2023

Agenda Item: Board of Commissioners - Work Session - November 7, 2023 4:00 PM

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



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

November 7, 2023
4:00 PM

- **CALL TO ORDER**

- **PRESENTATIONS**

1. Keith and Mindy Berry Boat Donation to Fire/EMS Presentation
2. Extension Service Presentation (*County Extension Coordinator Clark MacAllister*)
3. Lanier Tech Adult Learning Center Presentation (*Jennifer Parker*)
4. Holly Theater Presentation
5. Rainbow Children's Home Presentation
6. Library Presentation (*Chestatee Regional Library Director Leslie Clark*)

- **MINUTES**

7. Board of Commissioners - Work Session - October 5, 2023 4:00 PM
8. Board of Commissioners - Appeal Hearing - October 5, 2023 4:15 PM
9. Board of Commissioners - Work Session II - October 17, 2023 5:30 PM
10. Board of Commissioners - Regular Meeting - October 17, 2023 6:00 PM

- **RESOLUTIONS**

11. 2023-48 Consideration of 2024 BOC Meeting Calendar (*County Clerk Melissa Witcher*)
12. 2023-49 Establish 2024 Lumpkin County Government Holiday Schedule (*Community & Employee Services Director Alicia Davis*)
13. 2023-50 Consideration of the Lumpkin County 2024 Budget Calendar for FY 2025 Budget (*Finance Director Abby Branan*)
14. 2023-51 An Ordinance of Lumpkin County, Georgia and Concurrent Resolution of the Lumpkin County Water and Sewerage Authority Setting Forth Prohibitions and Use Limitations Regarding Lumpkin County's Wastewater Treatment Facilities (*County Manager Alan Ours*)
15. 2023-52 Appoint Members to Lumpkin County Building Committee - *Park & Rec Manager to Seat 7, Charles Trammell to Seat 8, and Leah Smith to Seat 9 all with terms expiring 12/31/2024*
16. 2023-53 Appoint Members to the Audit Committee - *Chairman Dockery to Seat 1, Rhett Stringer to Seat 2, Michael Chastain to Seat 3, Melissa Witcher to Seat 4, and Charles Jones to Seat 5, all with terms expiring 12/31/2024*
17. 2023-54 Appoint Members to Lumpkin County Board of Health - *Donna Whitfield and --- both with terms expiring 12/31/2029*
18. 2023-55 Appoint Members to Lumpkin County Park & Rec Citizens Advisory Board - *Michael Shawn Boyd to Seat 1, Leah Smith to Seat 3, and Hank Haynes to Seat 5, all with terms expiring 12/31/2025*

19. 2023-56 Appoint Member to the Library Board - *Diane Bates to Seat 3 of an unexpired term ending 06/30/2024*
 20. 2023-57 Amend Chapter 42 of the Lumpkin County Code of Ordinances Entitled Improper Use of Public Places (*County Manager Alan Ours*)
 21. 2023-58 November Surplus Property (*Finance Director Abby Branan*)
- **CONTRACTS/AGREEMENTS**
 22. 2023-104 Stryker ProCare Maintenance Agreement (*EMS Director David Wimpy*)
 23. 2023-105 Loan of Tractor for Display in the Administration Building Lobby (*Special Projects Director Ashley Peck*)
 24. 2023-106 Georgia Forestry Commission FY-2023 Georgia Forestry Volunteer Fire Assistance Grant Program (*Fire Chief David Wimpy*)
 25. 2023-107 Cellebrite Software (*Sheriff Stacy Jarrard*)
 26. 2023-108 Renewal of Recycling IGA with Hall County (*Special Projects Director Ashley Peck*)
 27. 2023-109 Quote from Adapt to Solve for the Installation of Low Voltage, Security Cameras, and Intercom System for the Pinetree Recreation Center (*Special Projects Director Ashley Peck*)
 - **OTHER ITEMS**
 28. 2019 TSPLOST 2023 Work Plan Amendment (*Finance Director Abby Branan*)
 - **COUNTY MANAGER**
 - **COUNTY ATTORNEY**
 - **COMMISSIONERS**
 - **PUBLIC COMMENT (Agenda Specific)**
 - **ADJOURNMENT**

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



November 7, 2023
4:00 PM

CALL TO ORDER

The meeting was called to order at 4:05 pm. Present were Chairman Chris Dockery and Commissioners Tucker Greene, Bobby Mayfield, Rhett Stringer, and Jeff Moran. Rhett Stringer arrived at 4:07 pm.

PRESENTATIONS

1. Keith and Mindy Berry Boat Donation to Fire/EMS Presentation
2. Extension Service Presentation (County Extension Coordinator Clark MacAllister)
3. Lanier Tech Adult Learning Center Presentation (Jennifer Parker)
4. Holly Theater Presentation
5. Rainbow Children's Home Presentation
6. Library Presentation (Chestatee Regional Library Director Leslie Clark)

MINUTES

7. Board of Commissioners - Work Session - October 5, 2023 4:00 PM
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10. Board of Commissioners - Regular Meeting - October 17, 2023 6:00 PM

RESOLUTIONS

11. 2023-48 Consideration of 2024 BOC Meeting Calendar (County Clerk Melissa Witcher)
12. 2023-49 Establish 2024 Lumpkin County Government Holiday Schedule (Community & Employee Services Director Alicia Davis)
Request to Establish 2024 Lumpkin County Government Holiday Schedule
13. 2023-50 Consideration of the Lumpkin County 2024 Budget Calendar for FY 2025 Budget (Finance Director Abby Branan)
Consideration of the Lumpkin County 2024 Budget Calendar for FY2025 Budget
14. 2023-51 An Ordinance of Lumpkin County, Georgia and Concurrent Resolution of the Lumpkin County Water and Sewerage Authority Setting Forth Prohibitions and Use Limitations Regarding Lumpkin County's Wastewater Treatment Facilities (County Manager Alan Ours)
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16. 2023-53 Appoint Members to the Audit Committee - Chairman Dockery to Seat 1, Rhett Stringer to Seat 2, Michael Chastain to Seat 3, Melissa Witcher to Seat 4, and Charles Jones to Seat 5, all with terms expiring 12/31/2024
17. 2023-54 Appoint Members to Lumpkin County Board of Health - Donna Whitfield and ---both with terms expiring 12/31/2029
18. 2023-55 Appoint Members to Lumpkin County Park & Rec Citizens Advisory Board - Michael Shawn Boyd to Seat 1, Leah Smith to Seat 3, and Hank Haynes to Seat 5, all with terms expiring 12/31/2025
19. 2023-56 Appoint Member to the Library Board - Diane Bates to Seat 3 of an unexpired term ending 06/30/2024
20. 2023-57 Amend Chapter 42 of the Lumpkin County Code of Ordinances Entitled Improper Use of Public Places (County Manager Alan Ours)

Work Session
November 7, 2023

21. 2023-58 November Surplus Property (Finance Director Abby Branan)

Consideration of list of County inventory items to be declared surplus.

CONTRACTS/AGREEMENTS

22. 2023-104 Stryker ProCare Maintenance Agreement (EMS Director David Wimpy)

This is an annual agreement to provide maintenance for the Cardiac Heart monitors and Lucas CPR devices that the Emergency Services Department owns.

Chief David Wimpy said the quote is currently an estimated cost, but he expects to have the actual cost before the regular meeting.

23. 2023-105 Loan of Tractor for Display in the Administration Building Lobby (Special Projects Director Ashley Peck)

Consideration of the loan of a 1949 Ford 8N Tractor for Display in the Administration Building Lobby

24. 2023-106 Georgia Forestry Commission FY-2023 Georgia Forestry Volunteer Fire Assistance Grant Program (Fire Chief David Wimpy)

The Georgia Forestry Commission NFP/VPA grant, which allows purchases from the options listed below. The grant is a 50/50 match with a maximum of \$5000.00 VFA funding.

25. 2023-107 Cellebrite Software (Sheriff Stacy Jarrard)

Software used to analyze and process data to pinpoint key evidence in seized mobile devices.

26. 2023-108 Renewal of Recycling IGA with Hall County (Special Projects Director Ashley Peck)

Renewal of the IGA with Hall County for Recycling

27. 2023-109 Quote from Adapt to Solve for the Installation of Low Voltage, Security Cameras, and Intercom System for the Pinetree Recreation Center (Special Projects Director Ashley Peck)

Approval of quote from Adapt to Solve for the Installation of Low Voltage, Security Cameras, and Intercom System for the Pinetree Recreation Center

The Board of Commissioners agreed for the Chairman to execute this and ratify it at the regular meeting.

OTHER ITEMS

28. 2019 TSPLOST 2023 Work Plan Amendment (Finance Director Abby Branan)

Request to amend the 2019 TSPLOST 2023 Work Plan

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

The meeting was adjourned at 4:52 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County

Work Session
November 7, 2023



Lumpkin County, Georgia

County Clerk

Date: December 19, 2023

Agenda Item: Board of Commissioners - Appeal Hearing - November 7, 2023 4:30 PM

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



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

November 7, 2023
4:30 PM

- **Call to Order**
- **Appeal Hearing**
Appeal for Planning Commission Denial of Building Setback Lines Variance Request for a Tiny Home at 615 Laurel Point East
- **Adjournment**

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



November 7, 2023
4:30 PM

Call to Order

The meeting was called to order at 5:01 pm. Present were Chairman Chris Dockery and Commissioners Tucker Greene, Bobby Mayfield, Rhett Stringer, and Jeff Moran.

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

Appeal Hearing

Appeal for Planning Commission Denial of Building Setback Lines Variance Request for a Tiny Home at 615 Laurel Point East

Chairman Dockery explained the purpose of the meeting and the process for the appeal hearing. He read aloud the section from the Code of Ordinances pertaining to appeal hearings. Planning Director Rebecca Mincey presented the appeal packet from the applicants, Mario Boles and Angie Rink. She read aloud the minutes from the September 11, 2023 Planning Commission meeting where the variance request was initially denied, and she read the appeal statement letter from attorney George Butler, who was representing the appellants.

Chairman Dockery then stated the procedural rules of the hearing and allowed Mr. Butler to speak on behalf of the appellant. Mr. Butler stated he is here to prevent a lawsuit. He argued that the County validly issued his clients a building permit, and he is not claiming that the Planning Commission denied them a variance erroneously. Instead, he argues that both the Planning Commission and the Planning Department staff were misled by certain language in section 26 -253, causing them to think a variance was needed. Mr. Butler said reading the ordinance shows that his clients were entitled to their building permit and all they required was a 20-foot setback. Their tiny home is 28 feet from the side lot line. Instead, staff believed they have an easement and have to be 50 feet off of the easement. Mr. Butler argued there has been a loss of institutional knowledge since the departure of Planning Director Bruce Georgia and Public Works Director Larry Reiter, leading to the confusion. He spoke to Larry Reiter to confirm his understanding that there are multiple reasons a 50-foot setback does not apply here. He submitted a signed affidavit by Larry Reiter with a statement and documents supporting his position to the County Clerk for the record.

Mr. Butler continued. Based on his consultation with Mr. Reiter, he argued that there was no need to seek a variance in the first place. He went over the sections of the code that discuss setback requirements. Mr. Butler made several arguments about the required setbacks and the nature of the easement. He argued that this easement is not actually an ingress- egress easement, as it was the original surveyor, not the County, that labeled it as such on the plat. It does not give principal access, nor is it frontage. Additionally, the property in question is not a Class I or Class II subdivision.

Matthew Dominick, the attorney representing the appellant's neighbors, spoke in opposition to the variance. He complimented Mr. Butler and said the appellants could not have hired a better attorney. He said Mr. Butler's argument is that the ordinance needs to be rewritten, but Mr. Dominick said the ordinance is what it is. He argued that the minimum setback here should be 50 feet, and it is called an ingress-egress easement on the plat itself. Mr. Dominick also discussed the covenants for the neighborhood, which states you have to stay at least 35 feet from the property lines. He asserted that the applicants were aware of these covenants and ignored them. The matter has now escalated into a lawsuit between the applicants and their neighbor. Mr. Dominick said the applicants should have sought a variance before beginning construction. He asked for a show of hands from the audience from neighbors who were against the variance, and multiple people raised their hands.

Appeal Hearing
November 7, 2023

Brian Hollis, a resident at 289 Laurel Pointe East, was opposed to the granting of the variance. He empathized with the challenges that the applicants have had to face, but he believes their hardship is self-imposed. There was some important information that was not disclosed in their variance request application, including some information about the topography and covenants. Mr. Hollis said this could affect the future rights of everyone in the neighborhood, and not all avenues have been explored to resolve the situation.

Julie Lester of 115 River Shoals Road said she does not agree with the tiny home idea at all, and the covenants are still in place.

After comments from those opposed to the variance, George Butler was given an opportunity for his rebuttal. He said there may be covenant issues, but those would be settled in the court as part of the lawsuit. The County Commissioners cannot remedy all of these ills; their job is to oversee administration of the ordinances. Mr. Butler said he has shown three different reasons why the variance is unnecessary and how no new setbacks are created in this situation. The appellants were entitled to their building permit. That does not mean they win the lawsuit, as the HOA requirements may be different. In conclusion, Mr. Butler argued that the variance was not necessary, and he urged the Commissioners to carefully consider the matter before rendering a decision.

Chairman Dockery made some observations about discrepancies on the application about the square footage and estimated cost of the project. He also noted where the applicant signed the statements certifying everything in the application was true, and it is the applicant's responsibility to notify the Planning Department of any changes. He asked the Planning Director if there had been any submitted written changes, and she responded that there had not been. Chairman Dockery said they will need to research the matter and then render a decision at the regular meeting.

Adjournment

The meeting was adjourned at 6:24 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

County Clerk

Date: December 19, 2023

Agenda Item: Board of Commissioners - Work Session II - November 21, 2023 5:30 PM

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



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

November 21, 2023
5:30 PM

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 20. 2023-108 Renewal of Recycling IGA with Hall County (*Special Projects Director Ashley Peck*)
 21. 2023-109 Adapt to Solve Contract for the Installation of Low Voltage, Security Cameras, and Intercom System for the Pinetree Recreation Center **Ratify** (*Special Projects Director Ashley Peck*)
- **OTHER ITEMS**
 22. 2019 TSPLOST 2023 Work Plan Amendment (*Finance Director Abby Branan*)
 23. Decision on Boles Appeal for Planning Commission Denial **Regular Meeting**
 - **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



November 21, 2023
5:30 PM

CALL TO ORDER

The meeting was called to order at 5:30 pm. Present were Chairman Chris Dockery and Commissioners Tucker Greene, Bobby Mayfield, and Rhett Stringer. Commissioner Moran was present via phone.

AGENDA

The title of #23 was changed to Decision on Boles Appeal for Planning Commission Denial.

CONSIDERATION OF MINUTES

1. Board of Commissioners - Work Session - October 5, 2023 4:00 PM
2. Board of Commissioners - Appeal Hearing - October 5, 2023 4:15 PM
3. Board of Commissioners - Work Session II - October 17, 2023 5:30 PM
4. Board of Commissioners - Regular Meeting - October 17, 2023 6:00 PM

RESOLUTIONS

5. 2023-48 Consideration of 2024 BOC Meeting Calendar (County Clerk Melissa Witcher)
6. 2023-49 Establish 2024 Lumpkin County Government Holiday Schedule (Community & Employee Services Director Alicia Davis)
Request to Establish 2024 Lumpkin County Government Holiday Schedule
7. 2023-50 Consideration of the Lumpkin County 2024 Budget Calendar for FY 2025 Budget (Finance Director Abby Branan)
Consideration of the Lumpkin County 2024 Budget Calendar for FY2025 Budget
8. 2023-51 An Ordinance of Lumpkin County, Georgia and Concurrent Resolution of the Lumpkin County Water and Sewerage Authority Setting Forth Prohibitions and Use Limitations Regarding Lumpkin County's Wastewater Treatment Facilities (County Manager Alan Ours)
9. 2023-52 Appoint Members to Lumpkin County Building Committee - Park & Rec Manager to Seat 7, Charles Trammell to Seat 8, and Leah Smith to Seat 9 all with terms expiring 12/31/2024
10. 2023-53 Appoint Members to the Audit Committee - Chairman Dockery to Seat 1, Rhett Stringer to Seat 2, Michael Chastain to Seat 3, Melissa Witcher to Seat 4, and Charles Jones to Seat 5, all with terms expiring 12/31/2024
11. 2023-54 Appoint Member to Lumpkin County Board of Health - Donna Whitfield with a term expiring 12/31/2029
12. 2023-55 Appoint Members to Lumpkin County Park & Rec Citizens Advisory Board - Michael Shawn Boyd to Seat 1, Leah Smith to Seat 3, and Hank Haynes to Seat 5, all with terms expiring 12/31/2025
13. 2023-56 Appoint Member to the Library Board - Diane Bates to Seat 3 of an unexpired term ending 06/30/2024
14. 2023-57 Amend Chapter 42 of the Lumpkin County Code of Ordinances Entitled Improper Use of Public Places (County Manager Alan Ours)

Work Session II
November 21, 2023

15. 2023-58 November Surplus Property (Finance Director Abby Branan)
Consideration of list of County inventory items to be declared surplus.

CONTRACTS/AGREEMENTS

16. 2023-104 Stryker ProCare Maintenance Agreement (EMS Director David Wimpy)

This is an annual agreement to provide maintenance for the Cardiac Heart monitors and Lucas CPR devices that the Emergency Services Department owns.

17. 2023-105 Loan of Tractor for Display in the Administration Building Lobby (Special Projects Director Ashley Peck)

Consideration of the loan of a 1949 Ford 8N Tractor for Display in the Administration Building Lobby

Commissioner Mayfield showed his appreciation for Mr. Underwood putting it in the lobby and making the place look better.

18. 2023-106 Georgia Forestry Commission FY-2023 Georgia Forestry Volunteer Fire Assistance Grant Program (Fire Chief David Wimpy)

The Georgia Forestry Commission NFP/VPA grant, which allows purchases from the options listed below. The grant is a 50/50 match with a maximum of \$5000.00 VFA funding.

Options

- 1.) Skid units for quick response vehicles and GFC built water tenders
- 2.) Wildland PPE
- 3.) Firefighter safety equipment
- 4.) Class A and/or B foam systems and foam
- 5.) All other ISO equipment

19. 2023-107 Cellebrite Software (Sheriff Stacy Jarrard)

Software used to analyze and process data to pinpoint key evidence in seized mobile devices.

20. 2023-108 Renewal of Recycling IGA with Hall County (Special Projects Director Ashley Peck)

Renewal of the IGA with Hall County for Recycling

21. 2023-109 Adapt to Solve Contract for the Installation of Low Voltage, Security Cameras, and Intercom System for the Pinetree Recreation Center **Ratify** (Special Projects Director Ashley Peck)

Approval of quote from Adapt to Solve for the Installation of Low Voltage, Security Cameras, and Intercom System for the Pinetree Recreation Center

OTHER ITEMS

22. 2019 TSPLOST 2023 Work Plan Amendment (Finance Director Abby Branan)

Request to amend the 2019 TSPLOST 2023 Work Plan

23. Decision on Boles Appeal for Planning Commission Denial **Regular Meeting**

COUNTY MANAGER

Mr. Ours gave an update on the intersection project at the end of Burnt Stand Road and Auraria Road. All of the property owners that need to give additional right-of-way have given their ok. The project will begin next year and they will try to work around the school schedule as much as possible.

COUNTY ATTORNEY

COMMISSIONERS

Chairman Dockery expressed his pride of the Lumpkin County High School Football Team on being in the Elite 8. Commissioner Greene challenged everyone to attend the game Friday night as it is the first time they have ever been this far in a championship.

PUBLIC COMMENT (Agenda Specific)

Citizen Mario Boles asked about the meeting process and what that meant for item 23. Chairman Dockery explained this a work session, so this is the time for the BOC to ask any additional questions they may have prior to the voting meeting at 6 p.m.

Work Session II
November 21, 2023

ADJOURNMENT

The meeting was adjourned at 5:44 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

County Clerk

Date:

December 19, 2023

Agenda Item:

Board of Commissioners - Regular Meeting - November 21, 2023 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

November 21, 2023
6:00 PM

- **CALL TO ORDER**
- **INVOCATION**
- **CONSIDERATION OF AGENDA**
- **PUBLIC COMMENTS (Agenda Specific)**
- **CONSIDERATION OF MINUTES**
 1. Board of Commissioners - Work Session - October 5, 2023 4:00 PM
 2. Board of Commissioners - Appeal Hearing - October 5, 2023 4:15 PM
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 4. Board of Commissioners - Regular Meeting - October 17, 2023 6:00 PM
- **RESOLUTIONS**
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 9. 2023-52 Appoint Members to Lumpkin County Building Committee - *Park & Rec Manager to Seat 7, Charles Trammell to Seat 8, and Leah Smith to Seat 9 all with terms expiring 12/31/2024*
 10. 2023-53 Appoint Members to the Audit Committee - *Chairman Dockery to Seat 1, Rhett Stringer to Seat 2, Michael Chastain to Seat 3, Melissa Witcher to Seat 4, and Charles Jones to Seat 5, all with terms expiring 12/31/2024*
 11. 2023-54 Appoint Member to Lumpkin County Board of Health - *Donna Whitfield with a term expiring 12/31/2029*
 12. 2023-55 Appoint Members to Lumpkin County Park & Rec Citizens Advisory Board - *Michael Shawn Boyd to Seat 1, Leah Smith to Seat 3, and Hank Haynes to Seat 5, all with terms expiring 12/31/2025*
 13. 2023-56 Appoint Member to the Library Board - *Diane Bates to Seat 3 of an unexpired term ending 06/30/2024*

14. 2023-57 Amend Chapter 42 of the Lumpkin County Code of Ordinances Entitled Improper Use of Public Places (*County Manager Alan Ours*)
 15. 2023-58 November Surplus Property (*Finance Director Abby Branan*)
- **REPORTS**
County Department reports can be viewed on www.lumpkincounty.gov
 - **ELECTED OFFICIALS**
 - **CONTRACTS/AGREEMENTS**
 16. 2023-104 Stryker ProCare Maintenance Agreement (*EMS Director David Wimpy*)
 17. 2023-105 Loan of Tractor for Display in the Administration Building Lobby (*Special Projects Director Ashley Peck*)
 18. 2023-106 Georgia Forestry Commission FY-2023 Georgia Forestry Volunteer Fire Assistance Grant Program (*Fire Chief David Wimpy*)
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 - **OTHER ITEMS**
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 23. Decision on Boles Appeal for Planning Commission Denial
 - **COUNTY MANAGER**
 - **COUNTY ATTORNEY**
 - **COMMISSIONERS**
 - **PUBLIC COMMENTS**
 - **ADJOURNMENT**

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



November 21, 2023
6:00 PM

CALL TO ORDER

The meeting was called to order at 6:00 pm. Present were Chairman Chris Dockery and Commissioners Tucker Greene, Bobby Mayfield, and Rhett Stringer. Commissioner Moran attended via telephone.

INVOCATION

CONSIDERATION OF AGENDA

Motion: Chairman Dockery moved to approve the agenda with the wording changed on item #23 to Decision on Boles Appeal for Planning Commission Denial. The motion was seconded by Commissioner Greene, which was approved and carried.

PUBLIC COMMENTS (Agenda Specific)

CONSIDERATION OF MINUTES

1. Board of Commissioners - Work Session - October 5, 2023 4:00 PM
2. Board of Commissioners - Appeal Hearing - October 5, 2023 4:15 PM
3. Board of Commissioners - Work Session II - October 17, 2023 5:30 PM
4. Board of Commissioners - Regular Meeting - October 17, 2023 6:00 PM

Motion: Commissioner Stringer made a motion to approve the minutes by acclamation and was seconded by Commissioner Greene. The motion was approved and carried.

RESOLUTIONS

5. 2023-48 Consideration of 2024 BOC Meeting Calendar (County Clerk Melissa Witcher)

Motion: Commissioner Stringer made a motion to approve the resolution, and it was seconded by Commissioner Mayfield. The motion was approved unanimously.

6. 2023-49 Establish 2024 Lumpkin County Government Holiday Schedule (Community & Employee Services Director Alicia Davis)

Request to Establish 2024 Lumpkin County Government Holiday Schedule

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

7. 2023-50 Consideration of the Lumpkin County 2024 Budget Calendar for FY 2025 Budget (Finance Director Abby Branan)
Consideration of the Lumpkin County 2024 Budget Calendar for FY2025 Budget

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

8. 2023-51 An Ordinance of Lumpkin County, Georgia and Concurrent Resolution of the Lumpkin County Water and Sewerage Authority Setting Forth Prohibitions and Use Limitations Regarding Lumpkin County's Wastewater Treatment Facilities (County Manager Alan Ours)

Regular Meeting
November 21, 2023

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

9. 2023-52 Appoint Members to Lumpkin County Building Committee - Park & Rec Manager to Seat 7, Charles Trammell to Seat 8, and Leah Smith to Seat 9 all with terms expiring 12/31/2024

Motion: Chairman Dockery made a motion to appoint Tim Towe to Seat 7, Charles Trammell to Seat 8, and Leah Smith to Seat 9, all with terms expiring 12/31/2024. The motion was seconded by Commissioner Stringer, and it was approved unanimously.

10. 2023-53 Appoint Members to the Audit Committee - Chairman Dockery to Seat 1, Rhett Stringer to Seat 2, Michael Chastain to Seat 3, Melissa Witcher to Seat 4, and Charles Jones to Seat 5, all with terms expiring 12/31/2024

Motion: Chairman Dockery made a motion to nominate the following members to the Audit Committee: Chairman Dockery to Seat 1, Commissioner Stringer to Seat 2, Michael Chastain to Seat 3, Melissa Witcher to Seat 4, and Charles Jones to Seat 5, all with terms expiring 12/31/2024. The motion was seconded by Commissioner Greene, and it was approved unanimously.

11. 2023-54 Appoint Member to Lumpkin County Board of Health - Donna Whitfield with a term expiring 12/31/2029

Motion: Chairman Dockery moved to appoint Dr. Donna Whitfield with a term expiring 12/31/2024. Commissioner Stringer seconded the motion, which was approved and carried.

12. 2023-55 Appoint Members to Lumpkin County Park & Rec Citizens Advisory Board - Michael Shawn Boyd to Seat 1, Leah Smith to Seat 3, and Hank Haynes to Seat 5, all with terms expiring 12/31/2025

Motion: Chairman Dockery moved to appoint Michael Shawn Boyd to Seat 1, Leah Smith to Seat 3, and Hank Haynes to Seat 5, all with terms expiring 12/31/2025. Commissioner Greene seconded the motion, which was approved and carried.

13. 2023-56 Appoint Member to the Library Board - Diane Bates to Seat 3 of an unexpired term ending 06/30/2024

Motion: Chairman Dockery moved to appoint Diane Bates to Seat 3 with an unexpired term ending 6/30/2024. Commissioner Stringer seconded the motion, which was approved and carried.

14. 2023-57 Amend Chapter 42 of the Lumpkin County Code of Ordinances Entitled Improper Use of Public Places (County Manager Alan Ours)

Motion: Commissioner Mayfield moved to approve the resolution, and he was seconded by Tucker Greene. The motion was approved and carried.

15. 2023-58 November Surplus Property (Finance Director Abby Branan)
Consideration of list of County inventory items to be declared surplus.

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

REPORTS

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

ELECTED OFFICIALS

Sheriff Jarrard said the Sheriff's Office will be accepting new and used bikes until December 2. They will be holding a breakfast with Santa at R-Ranch on December 2, if a child would like to come and attend.

CONTRACTS/AGREEMENTS

16. 2023-104 Stryker ProCare Maintenance Agreement (EMS Director David Wimpy)

This is an annual agreement to provide maintenance for the Cardiac Heart monitors and Lucas CPR devices that the Emergency Services Department owns.

Regular Meeting
November 21, 2023

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

17. 2023-105 Loan of Tractor for Display in the Administration Building Lobby (Special Projects Director Ashley Peck)
Consideration of the loan of a 1949 Ford 8N Tractor for Display in the Administration Building Lobby

Motion: Commissioner Greene moved to approve the loan, and he was seconded by Commissioner Mayfield. The motion was approved unanimously.

18. 2023-106 Georgia Forestry Commission FY-2023 Georgia Forestry Volunteer Fire Assistance Grant Program (Fire Chief David Wimpy)

The Georgia Forestry Commission NFP/VPA grant, which allows purchases from the options listed below. The grant is a 50/50 match with a maximum of \$5000.00 VFA funding.

Options

- 1.) Skid units for quick response vehicles and GFC built water tenders
- 2.) Wildland PPE
- 3.) Firefighter safety equipment
- 4.) Class A and/or B foam systems and foam
- 5.) All other ISO equipment

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

19. 2023-107 Cellebrite Software (Sheriff Stacy Jarrard)

Software used to analyze and process data to pinpoint key evidence in seized mobile devices.

Motion: Commissioner Greene moved to approve the software, and he was seconded by Commissioner Mayfield. The motion was approved unanimously.

20. 2023-108 Renewal of Recycling IGA with Hall County (Special Projects Director Ashley Peck)

Renewal of the IGA with Hall County for Recycling

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

Commissioner Mayfield asked if we are making any money from it. Ms. Peck responded she is not sure; this is just a renewal of the agreement in case we need to use them in the future. Chairman Dockery clarified that Mark Robinson can take the recyclables wherever he wants and this is in case he needed to take it there.

21. 2023-109 Adapt to Solve Contract for the Installation of Low Voltage, Security Cameras, and Intercom System for the Pinetree Recreation Center **Ratify** (Special Projects Director Ashley Peck)

Approval of quote from Adapt to Solve for the Installation of Low Voltage, Security Cameras, and Intercom System for the Pinetree Recreation Center.

Motion: Commissioner Mayfield moved to approve to ratify and was seconded by Tucker Greene. The motion was approved and carried.

OTHER ITEMS

22. 2019 TSPLOST 2023 Work Plan Amendment (Finance Director Abby Branan)

Request to amend the 2019 TSPLOST 2023 Work Plan

Motion: Commissioner Greene moved to approve the work plan amendment with sufficient funding for the Pinetree Way roundabout landscaping, and he was seconded by Commissioner Mayfield. The motion carried unanimously.

23. Decision on Boles Appeal for Planning Commission Denial

Motion: Commissioner Stringer made a motion to deny the appeal, which was seconded by Commissioner Mayfield. The motion carried unanimously.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Stringer thanked Sean Phipps and Joy Edelberg for their work on the sewer ordinance. He said that was very important in protecting the \$12+ million asset that is about to be built in the county.

PUBLIC COMMENTS

Resident Gary Hulsey spoke on the 10th amendment and the information in a handout he disseminated prior to the meeting. He said they could find more information at the website defytyrants.com.

Resident Dee Dyer said she is here for the noise ordinance. She thanked them for working on it and for getting back in touch with her on the subject. Her grandmother died one year ago on Sunday to the beating of the continuous beating until 11 pm. at night. She said she is begging for help and she said everyone has complied but them. They feel like they do not have to comply. She said it is continuous beating on Thursday, Friday, Saturday, Sunday, and sometimes Wednesday until 11 pm. She said the noise ordinance that we have set is not working in the county. She asked they do something else, change the times, do something to help. She said they very much feel like they are above the law and she doesn't know what else to do.

Sheriff Stacy Jarrard said that he has always been pro for a noise ordinance and has asked for it to be all hours of the day. He asked for it to be 24/7. He doesn't feel it is fair for the residents that have lived here their entire life. There is state law that will help with residences but not with venues. Chairman Dockery noted that Sheriff Jarrard is very involved with the state sheriff's association and they have big lobbying power. He asked if this a state wide issue, has Sheriff Jarrard asked them to put forth some kind of legislation to be passed at the state level to address this? The Sheriff said he has, but there has been no traction about moving that forward. Chairman Dockery said that the County will continue to work on it and it is an agenda item for next month. The Sheriff commented that there are only a couple of venues that push the limits and cause problems.

Ms. Dyer said the problem is you can start at 7:00 pm and think its fine, but by 9:00 pm, it is unreal. The problem is worsened by alcohol. It not supposed to be like that and she is going on over 10 years of this. She said she appreciates everyone that has answered her back.

ADJOURNMENT

Motion: Commissioner Mayfield moved to adjourn the meeting and was seconded by Commissioner Greene. The motion carried unanimously.

The meeting ended at 6:30 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

Planning

Date:	December 19, 2023
Agenda Item:	2023-59 Amend Chapter 1, Section 1-2 Definition of Computation in Time (<i>Community & Economic Development Director Rebecca Mincey</i>)
Item Description:	The proposed resolution will correct the definition of <i>Computation of time</i> within Chapter 1, Section 1-2 of the Code of Ordinances of Lumpkin County to match state law. At the time of the codification of county ordinances, Municode included certain statutory definitions and rules of construction from state law. It has come to the attention of staff that the definition of 'computation of time' contains typographic errors and the county attorney has recommended updating the definition to match state law.
Facts & Historical Information:	
Potential Courses Of Action:	a. Adopt the proposed resolution b. Adopt the proposed resolution with modifications c. Take no action
Budget Impact:	None
Staff Recommendation:	Course of action A

LUMPKIN COUNTY RESOLUTION NO. 2023 – 59

**A RESOLUTION TO AMEND
CHAPTER 1, SECTION 1-2 OF THE CODE OF ORDINANCES OF LUMPKIN COUNTY
TO CORRECT A DEFINITION**

Whereas, the definition of the term ‘computation of time’ in the Code of Ordinances of Lumpkin County, Georgia is in error; and

Whereas, the Lumpkin County Board of Commissioners desires to correct the definition of the term ‘computation of time’ in the Code of Ordinances of Lumpkin County, Georgia;

Now, therefore, it is hereby resolved that the definition of the term ‘computation of time’ in Chapter 1, Section 1-2 of the Code of Ordinances of Lumpkin County, Georgia shall be amended to read as follows:

Computation of time. Except as otherwise provided by time period computations specifically applying to other laws, when a period of time measured in days, weeks, months, years, or other measurements of time except hours is prescribed for the exercise of any privilege or the discharge of any duty, the first day shall not be counted but the last day shall be counted; and, if the last day falls on Saturday or Sunday, the party having such privilege or duty shall have through the following Monday to exercise the privilege or to discharge the duty. When the last day prescribed for such action falls on a public and legal holiday as set forth in the Official Code of Georgia Section 1-4-1, the party having the privilege or duty shall have through the next business day to exercise the privilege or to discharge the duty. When the period of time prescribed is less than seven days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

Resolved, adopted and effective this 19th day of December, 2023.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners

Date:

December 19, 2023

Agenda Item:

2023-60 Appoint Member to Board of Assessors - *Deborah Armstrong to Seat 5, with a term expiring 06/30/2025*

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2023-60

**A RESOLUTION TO APPOINT A MEMBER
TO THE
LUMPKIN COUNTY BOARD OF TAX ASSESSORS**

Whereas, the Lumpkin County Board of Commissioners desires to appoint a member to the Lumpkin County Board of Tax Assessors to fill a vacant seat;

Now, therefore, it is hereby resolved that the following person is appointed to the Lumpkin County Board of Tax Assessors for the seat and term as follows:

<u>Name</u>	<u>Seat</u>	<u>Term Beginning</u>	<u>Term Expiration</u>
Deborah Armstrong	5	December 20, 2023	June 30, 2025

Resolved, adopted and effective this 19th day of December, 2023.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

County Manager

Date:	December 19, 2023
Agenda Item:	2023-61 Resolution to Amend the Restrictions on the Use of Sound Amplifying Equipment Ordinance (<i>County Manager Alan Ours</i>)
Item Description:	A Resolution to amend Chapter 32, Section 32-4 of the Lumpkin County Code of Ordinances regarding the use of sound amplifying equipment.
Facts & Historical Information:	The Board of Commissioners adopted an ordinance on October 19, 2021 to regulate sound amplifying equipment. Since the adoption of the ordinance the Board has received numerous complaints regarding the time period that the sound amplifying equipment is not allowed. Citizens have complained that noise from nearby event venues has been excessive and has disturbed their peace and ability to rest. Citizen requests have been made to increase the time period in which the use of sound amplifying equipment is not allowed. The attached resolution would change the hours that sound amplifying equipment is not used outdoors to the period of time from 9:00 PM to 6:00 AM Sunday through Thursday and to 10:00 PM to 6:00 AM on Friday and Saturday.
Potential Courses Of Action:	A. Adopt the proposed resolution B. Adopt a resolution with a different time period C. Take no action
Budget Impact:	There is no known impact to the budget
Staff Recommendation:	

LUMPKIN COUNTY RESOLUTION NO. 2023 – 61

**A RESOLUTION TO AMEND THE RESTRICTIONS ON THE USE OF SOUND
AMPLIFYING EQUIPMENT SET FORTH IN CHAPTER 32, SECTION 32-4, OF THE
CODE OF ORDINANCES OF LUMPKIN COUNTY, GEORGIA**

Whereas, the Board of Commissioners of Lumpkin County approved and adopted certain restrictions applicable to the use of sound amplifying equipment at any place outdoors in the unincorporated areas of Lumpkin County by Lumpkin County Resolution No. 2021-57, which are set forth in Chapter 32, Section 32-4, of the Code of Ordinances of Lumpkin County, Georgia; and

Whereas, the Board of Commissioners desires to amend the restrictions such that sound amplifying devices and equipment shall not be used outdoors between the hours of 9:00 p.m. and 6:00 a.m. Sunday through Thursday and not between the hours of 10:00 p.m. and 6:00 a.m. Friday and Saturday except when other time limitations have been approved as a condition of a Special Land Use Approval under Chapter 27 of the Code of Ordinances of Lumpkin County, Georgia, or otherwise approved by the Board of Commissioners for an annual one-time event under a special event permit;

Now, therefore, the Board of Commissioners of Lumpkin County hereby approves and adopts the revised restrictions on use of sound amplifying equipment, the exceptions and the violation provisions as set forth in the Exhibit “A” attached hereto, which is by reference fully incorporated herein, and which shall be codified in Chapter 32, Section 32-4 of the Code of Ordinances of Lumpkin County, Georgia; and

It is further resolved that the revised restrictions shall be effective January 1, 2024;

Resolved and adopted this 19th day of December, 2023.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Chapter 32 – OFFENSES AND MISCELLANEOUS PROVISIONS

Sec. 32-4. - USE OF SOUND AMPLIFYING EQUIPMENT

A. - RESTRICTIONS ON USE OF SOUND AMPLIFYING EQUIPMENT

1. No person shall use or cause to be used any sound amplifying device or equipment at any place outdoors in the unincorporated areas of Lumpkin County, except in accordance with subsection 2. Sound-amplifying device or equipment means any machine or device for the amplification of the human voice, music, or any other sound. Sound-amplifying equipment shall not include standard automobile radios when used and heard only by the occupants of the vehicle in which the automobile radio is installed. Sound-amplifying equipment, as used in this article, shall not include warning devices or authorized emergency vehicles or horns or other warning devices on any vehicle used only for traffic safety purposes.
2. Sound amplifying devices and equipment:
 - a. Shall be operated in a manner that directs sound, to the extent feasible, toward open unoccupied space and away from any residential area. For the purpose of this article, residential area means any real property that contains a structure or building in which one or more persons reside.
 - b. Shall not be used outdoors between the hours of 9:00 p.m. and 6:00 a.m. Sunday through Thursday and not between the hours of 10:00 p.m. and 6:00 a.m. Friday and Saturday except when other time limitations have been approved as a condition of a Special Land Use Approval under Chapter 27 of the Lumpkin County Code of Ordinances, or otherwise approved by the Board of Commissioners for an annual one-time event under a special event permit.

B. - EXCEPTIONS

This ordinance shall not be construed to apply to the use of sound amplifying equipment or devices under the following circumstances:

1. Sound amplification equipment or devices used on privately owned property, where the sound produced does not carry beyond the real property line.
2. Radios, stereo systems, televisions and other, similar, audio equipment, when the volume does not exceed the volume of normal conversational speech.
3. Sound amplification equipment or devices used on emergency vehicles or by government employees in connection with any activity undertaken for the protection of the public health or safety.
4. Sound amplification equipment or devices used as a part of an organized school related program, activity, event or parade or other public programs, activities, or events authorized by the Board of Commissioners of Lumpkin County.
5. The reasonable use of amplifiers or loudspeakers in the course of public addresses which

are noncommercial.

C. - VIOLATIONS

This ordinance shall be enforced by the Lumpkin County Sheriff's Office. Any person who uses or causes to be used any sound amplifying equipment or device in violation of the provisions of this ordinance shall be guilty of a misdemeanor punishable by a fine of up to \$1,000.00 or imprisonment for 60 days or both. The Lumpkin County Sheriff's Office shall have the discretion to issue a warning in lieu of a citation for the first offense. Each incident shall be a separate violation such that multiple violations may occur on the same date. If a person is warned or cited for a violation of this ordinance and corrects the violation but then later, on the same date, uses or causes to be used any sound amplifying equipment or device in violation of the provisions of this ordinance, such person may be cited for a separate violation of this ordinance.



Lumpkin County, Georgia

County Attorney

Date:

December 19, 2023

Agenda Item:

2023-62 Resolution to Reappoint a Personnel Hearing Officer (*County Attorney Joy Edelberg*)

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2023 – 62

**A RESOLUTION TO REAPPOINT A
PERSONNEL HEARING OFFICER**

Whereas, the Lumpkin County Civil Service Plan provides that the County Manager will make a recommendation to the Board of Commissioners for the appointment of one attorney as the primary Personnel Hearing Officer; and

Whereas, the Board of Commissioners now desires to reappoint the primary Personnel Hearing Officer as recommended by the County Manager;

Now, therefore, it is hereby resolved that Attorney Logan Butler, with the law firm Patterson, Moore, Butler, is reappointed as the primary Personnel Hearing Officer.

Resolved, adopted and effective this 19th day of December, 2023.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

Planning

Date:

December 19, 2023

Agenda Item:

2023-63 Resolution Revising Certain Sections of the Land Development Regulations set forth in Chapter 26 of the Code of Ordinances of Lumpkin County, Georgia. (*Community & Economic Development Director Rebecca Mincey*)

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2023-63
A Resolution Revising Certain Sections of the
Land Development Regulations
set forth in Chapter 26 of the Code of Ordinances of Lumpkin County, Georgia

Whereas, the Lumpkin County Board of Commissioners held a special called work session to discuss revisions to the Land Development Regulations on September 19, 2023, and

Whereas, the Lumpkin County Planning Commission held a work session to discuss revisions to the Land Development Regulations on October 2, 2023, and

Whereas, following public notice published in The Dahlonega Nugget, the newspaper of general circulation within Lumpkin County, on November 8, 2023, and November 15, 2023, the Lumpkin County Board of Commissioners held a public hearing to receive public comment on revisions to the Land Development Regulations on December 5, 2023; and

Whereas, the Lumpkin County Board of Commissioners has determined that it is appropriate to revise certain sections of the Land Development Regulations set forth in Chapter 26 of the Code of Ordinances of Lumpkin County, Georgia;

Now therefore, it is hereby resolved as follows:

The revised Section 26-59. Classes of subdivisions, which is attached hereto as Exhibit ‘A’ and incorporated herein by reference, is hereby approved and adopted and shall supersede and replace the current Section 26-59 set forth in the Code of Ordinances of Lumpkin County, Georgia; and

The revised Section 26-61. Class II subdivision, which is attached hereto as Exhibit ‘B’ and incorporated herein by reference, is hereby approved and adopted and shall supersede and replace the current Section 26-61 set forth in the Code of Ordinances of Lumpkin County, Georgia; and

The revised Section 26-68. Exemptions, which is attached hereto as Exhibit ‘C’ and incorporated herein by reference, is hereby approved and adopted and shall supersede and replace the current Section 26-68 set forth in the Code of Ordinances of Lumpkin County, Georgia; and

The revised Section 26-191. Easements, which is attached hereto as Exhibit ‘D’ and incorporated herein by reference, is hereby approved and adopted and shall supersede and replace the current Section 26-191 set forth in the Code of Ordinances of Lumpkin County, Georgia; and

The revised Section 26-253. Building setback lines, which is attached hereto as Exhibit ‘E’ and incorporated herein by reference, is hereby approved and adopted and shall supersede and replace the current Section 26-253 set forth in the Code of Ordinances of Lumpkin County, Georgia; and

The revised Section 26-275. Design policy, which is attached hereto as Exhibit ‘F’ and incorporated herein by reference, is hereby approved and adopted and shall supersede and replace the current Section 26-275 set forth in the Code of Ordinances of Lumpkin County, Georgia.

Resolved, adopted and effective this 19th day of December 2023.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Sec. 26-59. - Classes of subdivisions.

In order to promote the stated purpose of this chapter and the comprehensive plan, this chapter establishes the following classes of subdivisions:

- (1) Any other division of property that is not classified below will be considered a minor subdivide; allowing for one division of property per every two years, creating only one additional parcel/lot, and the residential lot size to be a minimum of 1.0 acre.
- (2) Any property involved in the minor subdivide cannot be further divided within the two-year period.
- (3) Minor subdivide properties and Sec. 26-68. Exemptions are the only divisions of property that are allowed off of an easement or private road.
- (4) Refer to the land use and land development regulations of this Code for additional restrictions on lot sizes within each character area and other requirements.

(Res. No. 2002-44, 12-1-2002; Res. No. 2005-60, 10-21-2005; Res. No. 2005-61, 10-21-2005; Res. No. 2007-44, 9-20-2007; Res. No. 2007-55, 11-15-2007; Res. No. 2009-50, § 200, 7-16-2009)

Sec. 26-61. Class II subdivision.

A class II subdivision is the division of a tract of land into no more than nine parcels. All lots must be a minimum of one acre in size. A maximum of two flag lots are permitted in any class II subdivision.

Combining or grouping of driveways is encouraged and may be required by the planning commission.

Multiple class II subdivisions may not be chained together or combined with a Class I subdivision to avoid meeting the requirements for a higher class subdivision. No more than one Class II subdivision may be created from any tract of land.

If a property is divided using Class II subdivision regulations on state routes, an approved GDOT driveway permit must be obtained prior to planning commission final plat review.

A Class II subdivision is prohibited to be accessed from an easement or private road.

Driveway locations and sight distance information must be shown on the plat.

(Res. No. 2009-50, § 202, 7-16-2009)

Sec. 26-68. Exemptions.

The following land subdivisions shall be defined as subdivisions but may be exempted from the requirements of these regulations if it is determined that one of the following criteria is met:

- (1) The combination or reconfiguration of portions of previously approved platted lots where the total number of approved lots is not increased and the resultant lots meet the standards herein.
- (2) The division of land into no more than five parcels of five acres or more.
 - (a) Any further subdivision of these tracts may only be approved by planning commission.
 - (b) The division of these tracts within a two-year period must maintain a minimum of 5 acres per tract.
 - (c) After two years, tracts that were originally divided under this section will be treated as new parcels and required to comply with ARTICLE III. – SUBDIVISIONS.
- (3) The division of land by either a minor subdivide or a Class I subdivision does not require planning commission approval, unless referred to the planning commission by the planning director because of special circumstances.

(Res. No. 2002-44, 12-1-2002; Res. No. 2005-60, 10-21-2005; Res. No. 2005-61, 10-21-2005; Res. No. 2007-44, 9-20-2007; Res. No. 2007-55, 11-15-2007; Res. No. 2009-50, § 209, 7-16-2009)

Sec. 26-191. – Easements.

- (a) Utility easements, if required, shall be a minimum width of 12 feet and located along the side or rear lot lines. Access easements to wells and detention ponds shall be a minimum of 20 feet wide with a grade of 20 percent or less, unless otherwise approved by the planning director, and shall allow access to the well and/or detention pond by county vehicles.
- (b) Where a subdivision is traversed by a watercourse, drainageway, channel or stream, there shall be provided a stormwater or drainage right-of-way easement of adequate width, but not less than 10 feet.
- (c) Recreation easements, such as walking paths, not intended for vehicular use, shall be a minimum width of 3 feet and a maximum width of 8 feet.
- (d) Driveway easements serving no more than two locations shall be a minimum width of 20 feet, and must be cleared a full 10 feet.
- (e) Ingress/egress easements serving three or more locations shall be a minimum width of 40 feet, and must be cleared a full 20 feet to provide easy access for emergency vehicles.
- (f) Any driveway or ingress/egress easement in excess of 200 feet in length shall be constructed with a turn-around at the closed end having a minimum diameter of 80 feet as required by Sec. 26-282 (a) (3).
- (g) Easements may not be used to access businesses or commercial use properties, except a home business and businesses within a larger overall development, such as a shopping mall, incorporating several different business entities. These larger overall developments may be allowed to have an ingress/egress easement serving the overall development, provided there is direct access off a county road or state highway and pending approval by the planning commission.
- (h) An easement in existence prior to the adoption of the resolution from which this section is derived may remain as a nonconforming use, but may not be extended except in conformance with these regulations. However, any owner subdividing property on a nonconforming ingress/egress easement must, as a part of the property subdivision, provide a conforming easement over and through their property.

(Res. No. 2002-44, 12-1-2002; Res. No. 2005-60, 10-21-2005; Res. No. 2005-61, 10-21-2005; Res. No. 2007-44, 9-20-2007; Res. No. 2007-55, 11-15-2007; Res. No. 2009-50, § 605, 7-16-2009)

Sec. 26-253. Building setback lines.

- (a) All building setbacks are measured from any portion of the structure to the property line and/or the nearest edge of the easement or right-of-way. Fences and retaining walls are not required to meet setbacks.
- (b) The minimum building setbacks shall be as follows:
 - (1) Lots within a Class I, Class II, Class III, Class IV, Class V, or Class VI subdivision, lots within an exempt divide under Sec. 26-68, individual lots not part of a subdivision, and lots within a subdivision that received approval through the planning commission prior to December 1, 2002 (the effective date of Lumpkin County Resolution 2002-44), shall have a 30 foot setback from any right-of-way and a 20 foot setback from the side and rear property lines, unless greater setbacks are specified elsewhere in these regulations or this chapter.
 - (2) Lots within a Class VII subdivision shall have a 50 foot setback from any right-of-way and all property lines, unless different setbacks are specified elsewhere in these regulations or this chapter.
 - (3) All lots adjacent to a state route shall have a 50 foot setback from the right-of-way.
 - (4) There shall be a 5 foot setback from recorded easements that are not intended for regular vehicular use, such as utility easements and recreational easements.
 - (5) There shall be a 10 foot setback from shared driveways that serve no more than two locations.
 - (6) There shall be a 30 foot setback from recorded ingress/egress easements that serve three or more locations.
 - (7) Upon request, building setback lines may be reduced by no more than 25% by the planning director if the planning director finds there are exceptional circumstances or conditions applicable to the property involved that justify a reduction of the applicable setback. A record of the reduction and the reason for the reduction shall be maintained by the planning department.
 - (8) Electric transmission lines where easements are not definitely established shall have a minimum building setback of 60 feet for lines of 69 kV or less and 80 feet for lines of 70 kV or more measured from the nearest wire or pole, or 10 feet from the easement line where an easement is established.
 - (9) If more than one setback applies to an area of the property, then the greater setback will be required.

Type	ROW Setback	Side & Rear Setback
Minor subdivide/Individual lot	30'	20'
Class I subdivision	30'	20'
Class II subdivision	30'	20'
Class III subdivision	30'	20'
Class IV subdivision	30'	20'
Class V subdivision*	30'	10' (side) 20' (rear)
Class VI subdivision	30'	20'
Class VII subdivision	50'	50'
Class VIII subdivision	30'	20'
Utility or recreation easement (not intended for vehicle use)	5'	
Driveway easement (easement serving no more than two residences)	10'	

Ingress/Egress easement (development easement serving three or more residences)	30'	
Exempt divide (Sec. 26-68. - Exemptions.)	30'	20'
Electric transmission lines	60' setback (69 kV or less)	
Electric transmission lines	80' for lines of 70 kV or more measured from the nearest wire or pole or 10' feet from the easement line where an easement is established.	
* Class V right-of-way of any existing state or county road for new road	100' (50' undisturbed buffer)	

(Res. No. 2002-44, 12-1-2002; Res. No. 2005-60, 10-21-2005; Res. No. 2005-61, 10-21-2005; Res. No. 2007-44, 9-20-2007; Res. No. 2007-55, 11-15-2007; Res. No. 2009-50, § 805, 7-16-2009)

Sec. 26-275. Design policy.

- (a) *Minimum pipe diameter within county right-of-way.* The minimum pipe diameter to be used for a culvert or in a drainage system is 18 inches. Driveway cross drain pipes shall be sized to accommodate the drainage area, but not less than 15 inches. Driveway cross drains in excess of 60 feet shall be required to have a cleanout installed or at least 4 feet of space separating the driveway drains to allow for clean out.
- (b) *Storm drain materials.* All storm drain materials on the right-of-way shall be approved by the county prior to being installed. All storm piping and structures shall be inspected prior to backfilling. Inspections shall be scheduled a minimum of 24 hours in advance.
- (c) *Storm drain structures.* All storm drain structures shall be grouted prior to backfilling and inspection.
- (d) *Pipes 24 inches or larger.* All pipes 24 inches or larger shall have standard state DOT approved concrete headwalls on all open ends.
- (e) *Construction of drain pipes.* Storm drain pipes shall be constructed of class I reinforced concrete (or greater), high density polyethylene corrugated-smooth lined pipe, or polymer coated corrugated steel pipe. Pipe materials, related connections and fitting shall meet the requirements below:
 - (1) *Reinforced concrete.* AASHTO M170, ASTM C-969, Minimum eight-foot joint lengths, bell and spigot with rubber O-ring gasket conforming to ASTM C-361, class of pipe and wall thickness shall be in accordance with 1030D, state DOT specification, table 1, and shall be approved on state DOT QPL No. 04. Reinforced concrete pipe shall not be placed at grades steeper than ten percent
 - (2) *High density polyethylene.* AASHTO M294 type "S," ASTM F-2306, ASTM F-477, ASTM C-969, shall be certified through the plastic pipe institute third party certification, and approved on state DOT QPL No. 51
 - (3) *Corrugated steel pipe, polymer precoated corrugated culvert.* AASHTO M245, ASTM A742, ASTM C-969, 14 gauge minimum, shall be approved on state DOT QPL No. 56, shall be used only when pipe velocities are less than 15 fps, backfill soil shall have a pH is greater than 5.0 and soil resistivity greater than 1,500 ohm/cm. Soil testing may be required to ensure compliance with backfill requirements.
- (f) *Foundation and bedding.* Unsuitable or unstable foundations shall be undercut and replaced with suitable material. A four inches to six inches bedding and haunching materials, up to the springline, shall be placed with backfill with less than 50 percent passing the No. 200 sieve, plasticity index less than ten, with maximum particle size of 1.25 inches, compacted to minimum 90 percent standard proctor density as per AASHTO T99. All backfill to be placed in 8-inch maximum lifts. Pipes shall be installed in a dry trench.
- (g) *Backfill above springline.* RCP shall be placed with backfill with less than 50 percent passing the No. 200 sieve, plasticity index less than ten, with maximum particle size of 1.25 inches, compacted to minimum 90 percent standard proctor density as per AASHTO T99. All backfill to be placed in eight inches max. lifts. All HDPE pipe used in a traffic bearing location shall be backfilled with GAB to a level of one foot above the top of the pipe.
- (h) *All pipes shall be laid in a straight line between structures.* Junction boxes shall be installed where the storm drain changes direction and where one pipe or more intersect. No pipe shall be installed at a grade greater than 20 percent.
- (i) *Pipe under travel bearing surfaces.* HDPE pipe may be installed in travel bearing applications when the ADT is less than 15,000. Reinforced concrete pipe shall be used in all other street crossings.
- (j) *Live streams.* Storm water pipes carrying live streams shall be reinforced concrete or HDPE.

- (k) *Surface depth.* All storm drainage pipes shall be at least 12 inches below the surface and shall have a slope of at least 0.5 percent.
- (l) *Drainage systems shall be designed for a 25-year storm event.* All live stream crossings shall be designed for the 100-year storm event.
- (m) *Detention facilities.* Detention facilities are required for all projects where the stormwater runoff is increased by more than 1.0 cfs for a 25-year storm event.
 - (1) Detention facilities must provide a minimum of one-foot freeboard over the design depth.
 - (2) Detention facilities must have a side slope of no greater than three vertical to one horizontal.
 - (3) Detention facilities over four feet in depth must be protected by a permanent fence or barrier of no less than six feet in height with a locked gate. The gate must be large enough to allow entry for maintenance.
 - (4) Detention facilities must be located within an easement at least ten feet larger than the facility and completely enclosing the facility. If fencing is required the fence must be located on the easement line. The easement must be shown on the preliminary and final plans.
 - (5) Detention facilities and their maintenance are the responsibility of the developer, owner, or property owners association (POA) if located on a common area. The responsibility shall be clearly delineated on the property deed or covenants.
- (n) *Release rate.* The release rate of stormwater leaving a project shall not be increased from the predevelopment rate for the five, ten, and 25-year storm events. The detention structure shall be designed to route the 100-year storm event. The design, calculation and method of how this will be accomplished must be included in the preliminary submittal as a part of the plans and may be supplemented by a written report.
- (o) *Final plat.* For final plat approval, all detention facilities shall include an as-built drawing and calculations showing that the detention facilities meet the stormwater requirements.
- (p) *Detention ponds and sediment basins.* All detention ponds and sediment basins shall be completely installed and stabilized prior to the grading of any roads. Temporary sediment basins must be installed at all detention facilities and elsewhere as required by the design engineer to prevent sediment from leaving the project. These basins must be maintained throughout the construction phase of the project.
- (q) *Curb and gutter construction.* On roads with curb and gutter construction, all catchbasins and drop inlets shall be spaced as necessary to adequately remove the stormwater from the roadway but in no case shall the structures be separated by more than 300 feet on any sloping section of road. All stormwater runoff from the curb and gutter must be routed through a detention facility.

(Res. No. 2002-44, 12-1-2002; Res. No. 2005-60, 10-21-2005; Res. No. 2005-61, 10-21-2005; Res. No. 2007-44, 9-20-2007; Res. No. 2007-55, 11-15-2007; Res. No. 2009-50, § 902.1, 7-16-2009)



Lumpkin County, Georgia

Board of Commissioners

Date:

December 19, 2023

Agenda Item:

2023-64 Appoint Member to Board of Health - *Carrie Sisk as the Consumer Advocate, with a term expiring 12/31/2029*

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2023-64

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

Whereas, the Board of Commissioners of Lumpkin County desires to appoint a member to the Lumpkin County Board of Health to fill a vacant seat;

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

<u>Name</u>	<u>Seat - Responsibility</u>	<u>Term Expiration</u>
Carrie Sisk	Consumer Advocate	December 31, 2029

Resolved, adopted and effective this 19th day of December, 2023.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

County Clerk

Date:	December 19, 2023
Agenda Item:	2023-110 Halls Mill Enterprises LLC d/b/a Chestatee River Adventures c/o Rhett Stringer – Canoe Launch Sublease Renewal (<i>County Clerk Melissa Witcher</i>)
Item Description:	Recommendation on renewing contract with Chestatee River Adventures for use of the Chestatee River Access Park.
Facts & Historical Information:	In 2009 the Chestatee River Access Park was opened to the public. In February 2012 Halls Mill Enterprises LLC d/b/a Chestatee River Adventures c/o Rhett Stringer contracted with Lumpkin County for the launching and pickup of watercraft and parties using the river for recreation purposes. The annual amount of the contract was \$4,000, either in cash or in-kind improvements to the park. Since that time the contract has been renewed each year and the contract amount has been paid for by in-kind work. In 2016 the BOC voted not to require any documentation of the value of in-kind services provided by the lessee. In 2017 the Corps of Engineers informed staff that they required documentation of the in-kind service value provided in the annual report on the Chestatee River Access Park. This documentation has been provided by the contractor since.
Potential Courses Of Action:	A) Renew the contract with Chestatee River Adventures. B) Do not renew contract
Budget Impact:	A) In accordance with the County's contract with the Corps of Engineers, all revenue generated by this contract must be spent on the maintenance and improvements of the park. The in-kind work done by the lessee reduces the amount of funds the County spends to maintain the park. B) Not renewing the contract will result in the county having to budget for maintenance of the area.
Staff Recommendation:	It is the recommendation of staff that the BOC renew the current contract with Halls Mill Enterprises LLC d/b/a Chestatee River Adventures c/o Rhett Stringer for 2024 and require that documentation of costs be submitted to staff for reporting to the Corps.

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

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

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

WITNESSETH:

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

THIS LEASE is granted subject to the following conditions:

1. TERM

Said premises are hereby leased for a term of one year, beginning January 1, 2024, and ending December 31, 2024.

2. CONSIDERATION / FEES

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

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

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

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

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

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

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

3. NOTICES

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

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

If to the Lessee: Hall's Mill Enterprises, LLC,
DBA Chestatee River Adventures
c/o Rhett Stringer
PO Box 367
Dahlonega, Georgia 30533

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

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

4. AGREEMENT SUBJECT TO MASTER LEASE

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

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

5. STRUCTURES AND EQUIPMENT

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

6. APPLICABLE LAWS AND REGULATIONS

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

7. CONDITION OF PREMISES

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

8. TRANSFERS, ASSIGNMENTS, & SUBLEASES

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

9. FEES

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

10. PROTECTION OF PROPERTY

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

11. RIGHT TO ENTER AND FLOOD

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

12. INSURANCE

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

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

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

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

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

13. NON-DISCRIMINATION

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

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

14. SUBJECT TO EASEMENTS

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

15. SUBJECT TO MINERAL INTERESTS

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

16. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT

a. The Lessee and its staff are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies,

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

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

17. HEALTH AND SAFETY

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

18. PUBLIC USE

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

19. NATURAL RESOURCES

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

20. DISPUTES CLAUSE

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

21. ENVIRONMENTAL PROTECTION

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

Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease.

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

22. HISTORIC PRESERVATION

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

23. SOIL AND WATER CONSERVATION

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

24. TRANSIENT USE

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

25. MODIFICATIONS

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

26. DISCLAIMER

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

27. **THIS LEASE** is requested by Hall's Mill Enterprises, LLC, DBA Chestatee River Adventures, and is executed by the Lessee to ratify the terms and conditions of the lease and its agreement to be bound thereby, this 19th day of December, 2023.

Lessor:

Lessee:

Hall's Mill Enterprises, LLC,
DBA Chestatee River Adventures

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

By: Rhett Stringer

Attest:

Melissa Z. Witcher
Clerk, Lumpkin County

**LAKE SIDNEY LANIER
DESCRIPTION FOR LEASE TO
LUMPKIN COUNTY, GEORGIA
(AURORIA PARK)**

All that tract or parcel of land lying and being in Land Lots 1201, 1202, 1203, 1204 and 1205, 12th District, 1st Section, Land Lots 32 and 586, 13th Land District, 1st Section and Land Lots 140, 148, 149 and 162, 11th Land District, Lumpkin County, Georgia, more particularly described as follows:

Beginning at an angle iron stamped "1202/1203-A" which is on the west line and 202.8 feet N 00° 16' E of the southwest corner of said Land Lots 1203, at a corner of a tract of land owned by the United States of America at Lake Sidney Lanier Georgia and at plane coordinate position North 1,625,592.82 feet; and East 557,660.93 feet;

Thence along the boundary of said United States tract the following bearings and distances:

S 89° 48' W a distance of 99.7 feet to a pk nail designated "1202-1";

S 21° 35' W a distance of 135.0 feet to a concrete monument stamped "1202-2";

S 89° 55' W a distance of 250.1 feet to a concrete monument stamped "1202-3";

N 38° 27' E a distance of 319.4 feet to an angle iron stamped "1202-4";

N 51° 03' W a distance of 516.4 feet to an angle iron stamped "1202-5";

N 59° 02' W a distance of 481.1 feet to an aluminum monument stamped "1202-6C";

N 20° 33' E a distance of 55.6 feet to an aluminum monument stamped "1202-6B";

N 69° 28' W a distance of 30.0 feet to an aluminum monument stamped "1202-6A";

S 40° 33' W a distance of 50.0 feet to an angle iron stamped "1202-6";

S 89° 57' W a distance of 299.3 feet to a concrete stamped "1201/1202-A" which is on the west line of said Land Lot 1202;

N 89° 49' W a distance of 550.2 feet to an concrete monument stamped "1201-1";

N 00° 16' W a distance of 620 feet, more or less, to a point on the ordinary high water line of the right bank of the Chestatee River;

Thence Southeasterly, downstream, along the meanders of the ordinary high water line of the right bank of said river a distance 1,030 feet, more or less, to a point on a line which bears S 24° 13' W from an angle iron stamped "162-1" which is at a corner of said United States tract

and at plane coordinate position North 1,626,622.46 feet and East 556,759.28 feet;

Thence N 24° 14' E a distance of 180 feet, more or less, to said angle iron stamped "162-1";

Thence along the boundary of said United States tract the following bearings and distances:

N 37 ° 45' W a distance of 65.7 feet to an angle iron stamped "162-2";

N 28 ° 13' E a distance of 574.9 feet to a concrete monument stamped "162-3";

N 88° 48' E a distance of 249.2 feet to an aluminum monument stamped "162-4";

S 55° 32' E a distance of 2,967.4 feet to an angle iron stamped "149-1";

S 00° 17' W a distance of 39.6 feet to a angle iron stamped "149-2";

S 88° 13' E a distance of 200.0 feet to an aluminum monument stamped "149-3";

S 73° 43' E a distance of 597.6 feet to an aluminum monument stamped "149-4";

N 30° 42' E a distance of 294.9 feet to an aluminum monument stamped "149-5";

N 80° 33' E a distance of 608.3 feet to an aluminum monument stamped "149-8";

Thence N 80° 33' E a distance of 126.5 feet to an aluminum monument stamped "140/149-B" which is on the west line of said Land Lot 140 and at a corner of said United States tract;

Thence continue along the boundary of said United States tract the following bearings and distances:

N 80° 36' W a distance of 395.4 feet to a chiseled "X" in a rock designated "140-1-A"

S 10° 19' E a distance of 54.6 feet to a aluminum monument stamped "140-2-A";

S 81° 08' W a distance of 404.6 feet to angle iron stamped "140/149-C";

S 00° 14' W a distance of 127.4 feet to an angle iron stamped "140/149-D";

S 48° 53' W a distance of 395.0 feet to an angle iron stamped "149-10";

S 10° 16' W a distance of 755.3 feet to an aluminum monument stamped "149-11";

S 36° 02' E a distance of 271.9 feet aluminum monument stamped "140/149-E";

S 16° 36' E a distance of 285.9 feet to an aluminum monument stamped "140-1";

Thence S 21° 33' W a distance of 215.5 feet to a point designated "586-2" which is at a corner of said United States tract;

Thence along the boundary of said United States tract the following bearings and distances:

S 89° 57' W a distance of 499.7 feet to aluminum monuments stamped "32/586-A";

N 59° 10' W a distance of 349.1 to an aluminum monument stamped "32-1";

N 89° 56' W a distance of 424.8 to an aluminum monument stamped "32-2";

N 00° 01' E a distance of 174.8 to a aluminum monument stamped "32-3";

N 59° 59' E a distance of 548.7 feet to an aluminum monument stamped "32-4";

N 00° 09' E a distance of 150.0 to an aluminum monument stamped "32-5";

N 65° 51' W a distance of 1,383.2. feet to an aluminum monument stamped "1205-1";

N 89° 51' W a distance of 400.1 feet to an angle iron stamped "1205-2";

N 00° 03' E a distance of 199.7 feet to a angle iron stamped "1203/1205-A";

N 56° 17' W a distance of 360.7 feet to an angle iron stamped "1203-1";

N 89° 51' W a distance of 450.8 feet, more or less, to the point of beginning.

Containing 85.00 acres, more or less, of which 12.30 acres lie within the original run of the Chestatee River and being a part of Tracts R-1805 (16.30), R-1816 (1.10) and all of Tracts R-1808 (11.70) and Tract R-1814 (43.60) of the Lake Sidney Lanier Project.

15 January 2008

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Exhibit "B" to Easement No. DACW01-1-08-0012



Lumpkin County, Georgia

County Clerk

Date:	December 19, 2023
Agenda Item:	2023-111 Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben LaChance – Canoe Launch Sublease Renewal (<i>County Clerk Melissa Witcher</i>)
Item Description:	Recommendation on renewing contract with Canoe Georgia for use of the Chestatee River Access Park.
Facts & Historical Information:	In 2009 the Chestatee River Access Park was opened to the public. In April 16th, 2009 Canoe Georgia, Inc. d/b/a Appalachian Outfitters contracted with Lumpkin County for the launching and pickup of watercraft and parties using the river for recreation purposes. The annual amount of the contract was \$4,000, either in cash or in-kind improvements to the park. Since that time the contract has been renewed each year and the contract amount has been paid for by in-kind work. In 2016 the BOC voted not to require any documentation of the value of in-kind services provided by the lessee. In 2017 the Corps of Engineers informed staff that they required documentation of the in-kind service value provided in the annual report on the Chestatee River Access Park. This documentation has been provided by the contractor since.
Potential Courses Of Action:	A) Renew the contract with Canoe Georgia, Inc. B) Do not renew contract.
Budget Impact:	A) In accordance with the County's contract with the Corps of Engineers, all revenue generated by this contract must be spent on the maintenance and improvements of the park. The in-kind work done by the lessee reduces the amount of funds the County spends to maintain the park. B) Not renewing the contract will result in the county having to budget for maintenance of the area.
Staff Recommendation:	It is the recommendation of staff that the BOC renew the current contract with Canoe Georgia, Inc. d/b/a Appalachian Outfitters for 2024 and require that documentation of costs be submitted to staff for reporting to the Corps.

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

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

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

WITNESSETH:

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

THIS LEASE is granted subject to the following conditions:

1. TERM

Said premises are hereby leased for a term of one year, beginning January 1, 2024, and ending December 31, 2024.

2. CONSIDERATION / FEES

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

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

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

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

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

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

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

3. NOTICES

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

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

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

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

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

4. AGREEMENT SUBJECT TO MASTER LEASE

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

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

5. STRUCTURES AND EQUIPMENT

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

6. APPLICABLE LAWS AND REGULATIONS

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

7. CONDITION OF PREMISES

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

8. TRANSFERS, ASSIGNMENTS, & SUBLEASES

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

9. FEES

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

10. PROTECTION OF PROPERTY

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

11. RIGHT TO ENTER AND FLOOD

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

12. INSURANCE

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

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

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

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

13. NON-DISCRIMINATION

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

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

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

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

16. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT

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

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

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

18. PUBLIC USE

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

19. NATURAL RESOURCES

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

20. DISPUTES CLAUSE

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

21. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, interstate

or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the leased area is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease.

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

22. HISTORIC PRESERVATION

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

23. SOIL AND WATER CONSERVATION

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

24. TRANSIENT USE

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

25. MODIFICATIONS

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

26. DISCLAIMER

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

27. **THIS LEASE** is requested by Canoe Georgia, Inc., d/b/a Appalachian Outfitters, and is executed by the Lessee to ratify the terms and conditions of the lease and its agreement to be bound thereby, this 19th day of December, 2023.

Lessor:

Lessee:

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

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

By: Ben LaChance, President

Attest:

Melissa Z. Witcher
Clerk, Lumpkin County

**LAKE SIDNEY LANIER
DESCRIPTION FOR LEASE TO
LUMPKIN COUNTY, GEORGIA
(AURORIA PARK)**

All that tract or parcel of land lying and being in Land Lots 1201, 1202, 1203, 1204 and 1205, 12th District, 1st Section, Land Lots 32 and 586, 13th Land District, 1st Section and Land Lots 140, 148, 149 and 162, 11th Land District, Lumpkin County, Georgia, more particularly described as follows:

Beginning at an angle iron stamped "1202/1203-A" which is on the west line and 202.8 feet N 00° 16' E of the southwest corner of said Land Lots 1203, at a corner of a tract of land owned by the United States of America at Lake Sidney Lanier Georgia and at plane coordinate position North 1,625,592.82 feet; and East 557,660.93 feet;

Thence along the boundary of said United States tract the following bearings and distances:

S 89° 48' W a distance of 99.7 feet to a pk nail designated "1202-1";

S 21° 35' W a distance of 135.0 feet to a concrete monument stamped "1202-2";

S 89° 55' W a distance of 250.1 feet to a concrete monument stamped "1202-3";

N 38° 27' E a distance of 319.4 feet to an angle iron stamped "1202-4";

N 51° 03' W a distance of 516.4 feet to an angle iron stamped "1202-5";

N 59° 02' W a distance of 481.1 feet to an aluminum monument stamped "1202-6C";

N 20° 33' E a distance of 55.6 feet to an aluminum monument stamped "1202-6B";

N 69° 28' W a distance of 30.0 feet to an aluminum monument stamped "1202-6A";

S 40° 33' W a distance of 50.0 feet to an angle iron stamped "1202-6";

S 89° 57' W a distance of 299.3 feet to a concrete stamped "1201/1202-A" which is on the west line of said Land Lot 1202;

N 89° 49' W a distance of 550.2 feet to an concrete monument stamped "1201-1";

N 00° 16' W a distance of 620 feet, more or less, to a point on the ordinary high water line of the right bank of the Chestatee River;

Thence Southeasterly, downstream, along the meanders of the ordinary high water line of the right bank of said river a distance 1,030 feet, more or less, to a point on a line which bears S 24° 13' W from an angle iron stamped "162-1" which is at a corner of said United States tract

and at plane coordinate position North 1,626,622.46 feet and East 556,759.28 feet;

Thence N 24° 14' E a distance of 180 feet, more or less, to said angle iron stamped "162-1";

Thence along the boundary of said United States tract the following bearings and distances:

N 37 ° 45' W a distance of 65.7 feet to an angle iron stamped "162-2";

N 28 ° 13' E a distance of 574.9 feet to a concrete monument stamped "162-3";

N 88° 48' E a distance of 249.2 feet to an aluminum monument stamped "162-4";

S 55° 32' E a distance of 2,967.4 feet to an angle iron stamped "149-1";

S 00° 17' W a distance of 39.6 feet to a angle iron stamped "149-2";

S 88° 13' E a distance of 200.0 feet to an aluminum monument stamped "149-3";

S 73° 43' E a distance of 597.6 feet to an aluminum monument stamped "149-4";

N 30° 42' E a distance of 294.9 feet to an aluminum monument stamped "149-5";

N 80° 33' E a distance of 608.3 feet to an aluminum monument stamped "149-8";

Thence N 80° 33' E a distance of 126.5 feet to an aluminum monument stamped "140/149-B" which is on the west line of said Land Lot 140 and at a corner of said United States tract;

Thence continue along the boundary of said United States tract the following bearings and distances:

N 80° 36' W a distance of 395.4 feet to a chiseled "X" in a rock designated "140-1-A"

S 10° 19' E a distance of 54.6 feet to a aluminum monument stamped "140-2-A";

S 81° 08' W a distance of 404.6 feet to angle iron stamped "140/149-C";

S 00° 14' W a distance of 127.4 feet to an angle iron stamped "140/149-D";

S 48° 53' W a distance of 395.0 feet to an angle iron stamped "149-10";

S 10° 16' W a distance of 755.3 feet to an aluminum monument stamped "149-11";

S 36° 02' E a distance of 271.9 feet aluminum monument stamped "140/149-E";

S 16° 36' E a distance of 285.9 feet to an aluminum monument stamped "140-1";

Thence S 21° 33' W a distance of 215.5 feet to a point designated "586-2" which is at a corner of said United States tract;

Thence along the boundary of said United States tract the following bearings and distances:

S 89° 57' W a distance of 499.7 feet to aluminum monuments stamped "32/586-A";

N 59° 10' W a distance of 349.1 to an aluminum monument stamped "32-1";

N 89° 56' W a distance of 424.8 to an aluminum monument stamped "32-2";

N 00° 01' E a distance of 174.8 to a aluminum monument stamped "32-3";

N 59° 59' E a distance of 548.7 feet to an aluminum monument stamped "32-4";

N 00° 09' E a distance of 150.0 to an aluminum monument stamped "32-5";

N 65° 51' W a distance of 1,383.2. feet to an aluminum monument stamped "1205-1";

N 89° 51' W a distance of 400.1 feet to an angle iron stamped "1205-2";

N 00° 03' E a distance of 199.7 feet to a angle iron stamped "1203/1205-A";

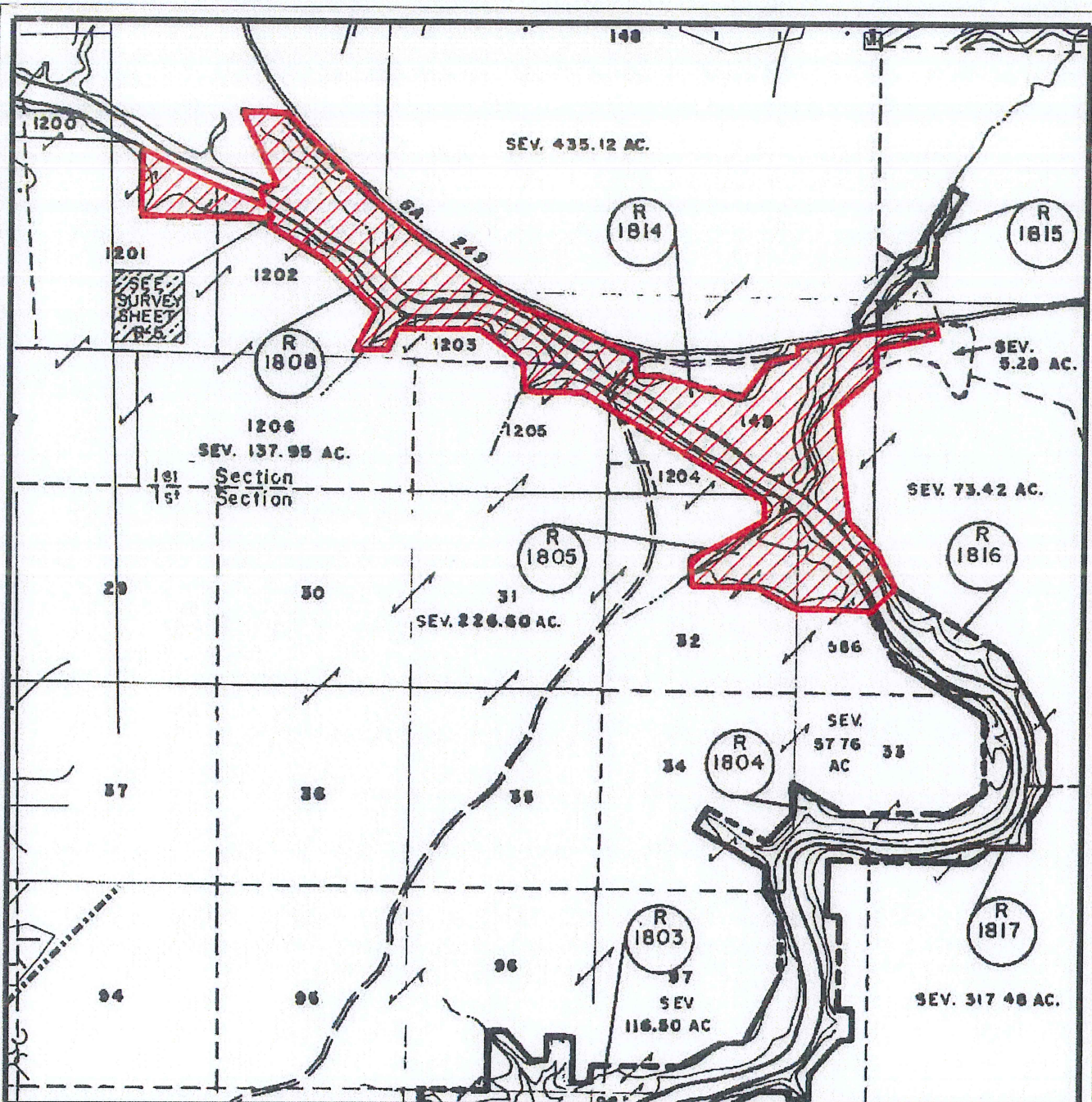
N 56° 17' W a distance of 360.7 feet to an angle iron stamped "1203-1";

N 89° 51' W a distance of 450.8 feet, more or less, to the point of beginning.

Containing 85.00 acres, more or less, of which 12.30 acres lie within the original run of the Chestatee River and being a part of Tracts R-1805 (16.30), R-1816 (1.10) and all of Tracts R-1808 (11.70) and Tract R-1814 (43.60) of the Lake Sidney Lanier Project.

15 January 2008

M:\RE-PC\M&DJobs\C08-004.doc



LAKE SIDNEY LANIER A PORTION OF SEGMENT "R"

Land Lots 1201, 1202, 1203, 1204 and 1205, 12th Land District, 1st Section,
Land Lots 32 and 586, 13th Land District, 1st Section and
Land Lots 140, 148, 149 and 162, 11th Land District, 1st Section,
Lumpkin County, Georgia



NORTH
SCALE: 1"=1000'

LEASE AREA 

Exhibit "B" to Easement No. DACW01-1-08-0012



Lumpkin County, Georgia

Board of Commissioners

Date: December 19, 2023

Agenda Item: 2023-112 Lumpkin County Veterans Affairs Committee Vietnam Memorial Request (*Bill Poole*)

Item Description: Please see the attached request from the Veterans Affairs Committee to purchase a Memorial in honor of the Vietnam veterans.

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

Lumpkin County Veterans Affairs Committee

Memorandum

To: Lumpkin County Board of Commissioners (BOC)

From: Lumpkin County Veterans Affairs Committee (LCVAC)

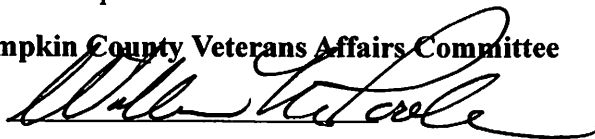
CC: County Manager, County Clerk, LCVAC members

Date: November 27, 2023

Commissioners,

1. This memorandum is intended as a follow up to the memo of July 3, 2023 (copy attached) in which we submitted to the BOC a request for approval in concept of the LCVAC's desire to solicit funds to have designed and manufactured a Memorial in honor of Vietnam veterans and to place such Vietnam Memorial in the Lumpkin County Veterans Memorial Park.
2. As we promised at that time, this is to inform you that we have solicited sufficient funds to proceed with the design and manufacture of the Memorial. Attached is a copy of the most recent Donation report, showing, as of November 11, 2023, that we have collected a total of \$23,931.03 (including the \$6,580 commitment for Anderson- Underwood Funeral Home ("Anderson-Underwood")).
3. Attached is a copy of the Monument contract proposal from Anderson-Underwood including the monument measurements and a graphic showing the monument design and the wording to be inscribed.
4. It will be our intention to locate the Memorial in the currently open, grassy area to the left of the Veterans Memorial Park and to dedicate it, hopefully, on Vietnam War Memorial Day, March 29, 2023.
5. It is not expected that the County will incur any expense in connection with this project, since we anticipate covering all costs from donations received.
6. As promised, we are hereby submitting a request for approval of the monument contract proposal and your authorization for us to proceed with the contract, as proposed, including the one half down payment.
7. We would very much appreciate your approval of this request so that we can proceed with the down payment which will allow the granite slab for the monument to be purchased.
8. Thank you in advance for your consideration of our request and for your and your County Staff's support, especially the support of Carlie Chinkhan, Hillary Ullom, Abby Branan, Ahley Peck, Helen Miller, and Melissa Witcher, all of whom have been very helpful in this process.

Lumpkin County Veterans Affairs Committee

By: 

William M. Poole, Chairman

Lumpkin County Veterans Affairs Committee

Memorandum

To: Lumpkin County Board of Commissioners (BOC)

From: Lumpkin County Veterans Affairs Committee (LCVAC)

CC: County Manager, County Clerk, LCVAC members

Date: July 3, 2023

Commissioners,

1. As requested by the County Manager, this memorandum is intended to submit to the BOC a request for approval in concept of the LCVAC's desire to solicit funds to have designed and manufactured a Memorial in honor of Vietnam veterans and to place such Vietnam Memorial in the Lumpkin County Veterans Memorial Garden.
2. Once we have solicited sufficient funds to proceed with the design and manufacture of the Memorial, we will submit a more specific request for approval of the monument, including its measurements and a graphic showing the exact location at which it is intended to be located.
3. At this stage of our project, we have identified a Memorial company, West Memorials, in Memphis Tennessee and a Memorial design of which we believe that you and our community would be very proud. Attached are pictures and design measurements of two Memorials, one of which is the size of a similar memorial and the other is a reduced cost and size version. The size would be a maximum base size of 90"x18"x12" and a height of 78" for the largest version or for the smaller version a base size of 55"x14"x8" and a height of 48". Also attached is a picture of an alternative Memorial design.
4. It would be our intention to locate the Memorial in the currently open, grassy area to the left of the Park, as shown on the attached pictures.
5. It is not expected that the County will incur any expense in connection with this project, since we anticipate covering all costs from soliciting contributions.
6. We would very much appreciate your approval of this request so that we can proceed with soliciting contributions. We would then ask your final approval of the proposed monument and its location prior to final installation.
7. Thank you in advance for your consideration of our request.

Lumpkin County Veterans Affairs Committee

By: 

William M. Poole, Chairman



Vietnam Memorial Monument Donors

Platinum (\$5000 or >)

Anderson-Underwood Funeral Home*

Sunrise Rotary Foundation

Gold (\$500 - \$4999)

Lumpkin County Veterans Affairs Committee

American Legion Post # 239

U.S. Mountain Ranger Association

Vietnam Veterans of America, North Georgia Chapter

Georgia Mountain Chapter Military Officers Association of America

Adams Logan Insurance

Consolidated Gold Mines, Inc.

Paul and Mary Hanson, Chuck and Deborah Jones

Debra Smith, Bill and Barbara Poole

Ralph and Carole Prescott, Paul and Vickie Wingo

Steve and Kathy Alvey, Kyle and Susan Alvey

Lance and Fiona Bagley

Silver (\$100 - \$499)

Maureen Kennedy Shanahan, Robert A. Strickland, Gerald and Kay Lord, Heath and Cynthia Williams, Thomas Adams, Allen and Darlene Storey, John Douglas, John Howerton, Wayne Dill, J.D. and Nancy Kirby, Lumpkin County Republican Party, Hal and Carol Williams, United Community Bank, Donald and Connie Coon, Angela Grant Clark

Copper (\$1 - \$99)

Bill Pitt, Michael Lee, Edward and Carol Hesse, Jeff Tarnowski, Chuck and Sue Windham

[Total* as of November 11, 2023, = \$23,931.01 (*including A-UFH credit to monument)]



ANDERSON-UNDERWOOD

FUNERAL HOME

Formerly Banister Funeral Home

706.864.4159

2068 Highway 19 North

Dahlonega, GA 30533

www.andersonunderwood.com / funeralhome@andersonunderwood.com

November 1, 2023

Sold To:

The Lumpkin County Veteran's Affairs Committee
Dahlonega, GA 30533

Anderson-Underwood Funeral Home is honored to be a part of getting our Vietnam Veterans a Memorial in Lumpkin County.

This is the Memorial design and specs (see attached proof). We can only provide an estimate at this time. Lettering (\$3 per letter) will determine the final cost.

Veterans Memorial Upright 4-0x0-8x5-0 polish 2, rough cut per design Base 6-0x1-4x0-10 polish bevel front, 2" polish margin, rough cut. Drilled and pinned. Foundation base with reveal Includes foundation and installation.

Dye and Base \$18,500.00

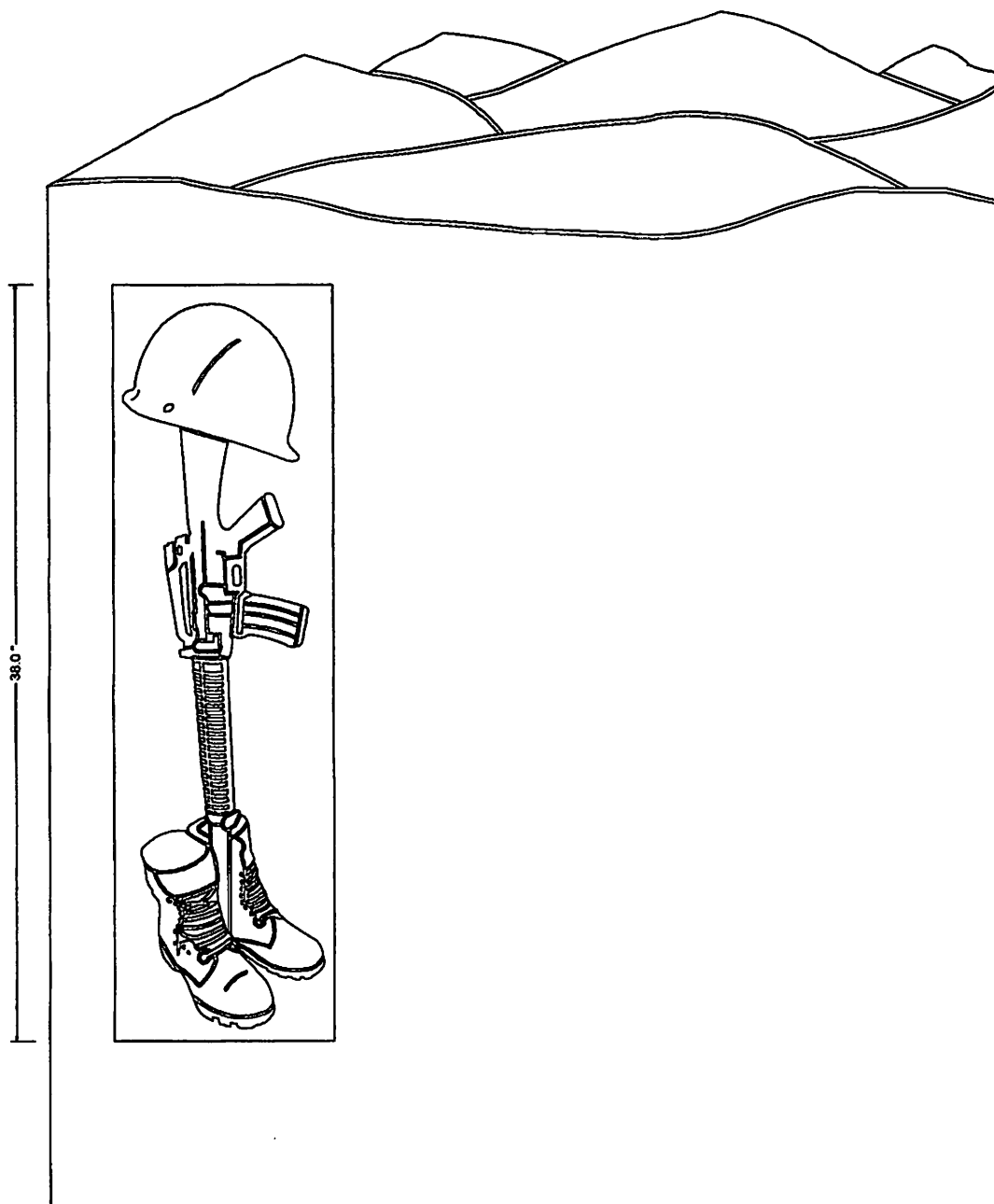
Installation \$1,500.00

Shipping \$100.00

Estimate Total: \$20,100.00

Once the final total comes in, Anderson-Underwood Funeral Home will donate \$6,580.00 toward the cost and installation of the Vietnam Memorial for Lumpkin County. Once the lettering and final proof are approved then the final cost can be determined.

To begin production of the memorial ½ of the final cost will need to be paid upfront and the balance due at installation. Checks and correspondence will be between Anderson-Underwood Funeral Home and The Lumpkin County Veteran's Affairs Committee.



STONE
Graphics, Inc.

APPROVED _____

PLEASE REVISIT _____

CMW2231669

4-0X0-8X5-0

6-0X1-4X0-10

2 BEVEL

10-30-23 VE REV

PER COMPOSITE



7" SMALLEST



STONE
Graphics, Inc.

APPROVED _____
PLEASE REUSE _____

CMV2231669
4-0X0-8X5-0
6-0X1-4X0-10
2BEVEL
10-30-23 VE REV
PER COMPOSITE



WELCOME HOME VIETNAM VETERANS

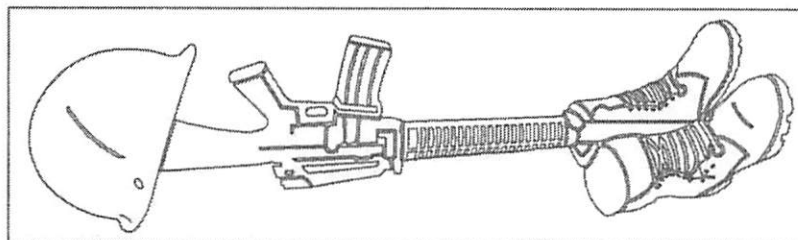
THEY CAME. THEY FOUGHT. THEY DIED
AND RECEIVED NEITHER THEIR
COUNTRY'S APPRECIATION NOR
THEIR COUNTRY'S COMPASSION

DEDICATED TO ALL WHO SERVED DURING
THE VIETNAM WAR TO THOSE WHO
NEVER RETURNED AND THOSE WHO
RETURNED BUT SUFFERED

THE EFFECTS OF WAR OVER A LIFETIME
AND TO THEIR FAMILIES
WHO SUPPORTED AND SUFFERED WITH THEM
YOU ARE NOT FORGOTTEN

KIA ~ 58,318
WIA ~ 303,704
MIA ~ 2,338
POW ~ 766

VIETNAM 1955~1975



T-SMALLEST



Lumpkin County, Georgia

Tax Assessors

Date:	December 19, 2023
Agenda Item:	2023-113 McCormick Solutions Maintenance Services Contract (<i>Chief Tax Appraiser Danny Ziemer</i>)
Item Description:	This is a renewal contract with McCormick Solutions to continue to appraise and maintain all commercial and industrial properties.
Facts & Historical Information:	During the course of the past couple of years, the Board of Assessors have been faced with filling vacant appraiser positions due to a staff shortage. These shortages were a result of appraisers that had left for various reasons. Due to the timing of these vacancies along with the drastic change in the economy, it became increasingly difficult to acquire personnel to fill those vacant positions. During this same time period, Lumpkin County has experienced a sizable increase in building activity as well as an increase in Commercial activity that has not been seen in over a decade. This equates to a larger workload for the appraisal staff to keep up with and maintain. In order to keep up with the pace of the real estate in Lumpkin County, the Board of Assessors would like to continue to contract with McCormick Solutions to appraise and maintain all Commercial/Industrial properties. The current rate of the contract would be \$45,000. By contracting with McCormick Solutions, this would eliminate the need to hire additional staff. The cost savings would be recognizable long term, as there would be no need for the cost of paying out benefits such as vacation time, sick time, medical, dental, retirement, etc. And the Board of Assessors would benefit from an entire company as opposed to one appraiser.
Potential Courses Of Action:	- Approve the Contract for Maintenance Services with McCormick Solutions - Not approve the Contract for Maintenance Services with McCormick Solutions - Have the Board of Assessors seek another company or fill the vacancy with an additional qualified appraiser.
Budget Impact:	
Staff Recommendation:	The staff recommends approving the contract with McCormick Solutions, as the staff believes that this decision would have the most beneficial outcome than any of the other options.

Contract for Maintenance Services

County of Lumpkin

State of Georgia

THIS CONTRACT AND AGREEMENT is made and entered into this ____ day of _____ 2023

, by and between Lumpkin COUNTY, GEORGIA, a political subdivision of the state of Georgia, acting by and through its Board of Tax Assessors (herein, the "County") and McCormick Solutions a division of LMC Inc, (herein the "Company") for the purposes of providing maintenance services on commercial and Industrial classes in Lumpkin County, Georgia. This is a 3 year renewable contract.

Scope of Service Company

Scope of Work

Developing cost schedules for commercial and industrial improvement types.

Schedules will be based on cost values that when adjusted to local market conditions will produce fair market value.

Field reviews of 1/3 real taxable commercial and industrial properties parcels over a 3 year period..

Field review audits will consist of building classifications, grading, observed condition, depreciation and at least a front photo for all buildings.

Neighborhood and location adjustments and tables will be developed and applied where market conditions dictate. .

Developing commercial and industrial land schedules to properly develop land according to the Georgia APM.

These schedules will be developed using methods of lots, front foot. Square foot or acreage as deemed appropriate by the county and the company.

Data entry of characteristics into the county CAMA system.

Documenting work.

Reviewing sales for other ancillary value items.

Providing a list of sales with extracted values and other non-land values.

Providing monthly progress reports to the chief appraiser.

Review and editing all data and information and values prior to the mailing of assessment notices.

Generating sales ratio studies for commercial and industrial properties that meet the requirements of the Georgia Department of Revenue and the Lumpkin County Board of Assessors.

Develop new income models for property types pertinent to the valuation of the income method. These models will be created within the WinGAP income module for use by Lumpkin County when appropriate.

Providing an appraisers registered with the Georgia Real Estate Appraiser Board or its equivalency for hearings and appeals.

Providing analytics and recommendations on other property types, updating Power BI, reports and CAMA assistance.

County expectations

County will provide adequate workspace for contractors.

County will provide adequate computers for work to be completed via VPN access.

County will have all mapping completed and parcel layer GIS file available by February 15, each year with current digest year splits available.

McCormick Solutions A division of LMC Inc. Will provided these services based on the following cost. Due with the acceptance of work prior to the mailing of assessment notices.

for the sum of: **\$ 45,000**

12 payments of \$3,750.

Termination in General: The County or the company may terminate this contract with a 30-day written notice to the respective party.

Invoices: Invoices will be billed based on below statement and approved by the Chief Appraiser. Invoices are net 10 days, after 30 days 1 ½ interest will be added to all late payments.

Invoices

12 payments of \$3,750



Terry McCormick

LMC dba McCormick Solutions, Chief Financial Officer

Lumpkin County Board of Commissioners

Attest



Lumpkin County, Georgia

Special Projects

Date:	December 19, 2023
Agenda Item:	2023-114 Classic Cleaners – 2024 Lease (<i>Special Projects Director Ashley Peck</i>)
Item Description:	Annual renewal of lease at 235 E. Main Street.
Facts & Historical Information:	Lumpkin County purchased property at 235 East Main Street in 1998. With no formal plan for the property, the County leased the facility to Best Classic Cleaners, formally known as Classic Cleaners. The aforementioned companies have been the rent paying tenant since the initial lease. The rent on this property was increased in 2017 from \$1,250 a month to \$1,500 a month. This amount of rental income is included in the 2024 budget. There are no known issues with the current tenant. The lease agreement that is presented for consideration, is a renewal of the last contract with no changes to terms other than the date.
Potential Courses Of Action:	A. The board can choose to approve the lease agreement as presented. Rent was last raised in 2017. The county has received no additional inquiries for use of this space. B. The board could direct staff to raise the rent in the lease agreement document which could force the tenant to choose to not renew the lease. The facility would need to be renovated before being placed on the open market. C. The board could choose to not renew the proposed lease agreement. As there are no formal plans for the land surrounding this facility, losing a tenant would not be favorable and would adversely impact a revenue stream in the '24 budget.
Budget Impact:	There is no negative impact to the budget if the contract is renewed at the current monthly lease amount.
Staff Recommendation:	The recommendation of staff is to renew the contract.

STATE OF GEORGIA
COUNTY OF LUMPKIN

**COMMERCIAL LEASE
CLASSIC CLEANERS - 2024**

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

WITNESSETH:

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

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

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

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

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

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

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

1. Term of Lease. Lessor hereby leases and grants to Lessee use of the Property for a term of twelve (12) months beginning January 1, 2024 and expiring December 31, 2024, subject to the terms, conditions and provisions set out herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Lessor's Remedies on Default. If Lessee defaults in the performance of any of the covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 30 days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such 30 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor is not required to, but may at its option terminate this lease on not less than 20 days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by

Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

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

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

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

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

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

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

Lessor:

Lumpkin County Board of Commissioners
By:

Chris Dockery, Chairman
Date: _____

Lessee:

Best Classic Cleaners, LLC
By:

In Lee, Manager
Date: _____



Lumpkin County, Georgia

Sheriff

Date:	December 19, 2023
Agenda Item:	2023-115 Inmate Food Services Contract – Agape Food Service (<i>Sheriff Stacy Jarrard</i>)
Item Description:	To provide three hot meals a day for seven days a week for current inmate population.
Facts & Historical Information:	Lumpkin County Sheriff's Department is looking into renewing an agreement with Agape Food Service and Catering to provide meals to the current population of the Detention Center. Agape has been providing food service to the inmates since 2019 with no interruption or issues. LCSO has formed a good working relationship with Agape while they have provided three meals a day, seven days a week to the inmates. Since start of our contract with Agape in 2019 there has been only a slight increase in pricing as they have continued to provide a consistent quality of service. This increase that is requested in this renewal is 3.96% which will help cover rising food cost while maintaining the same level of service. Agape has worked well with assigned inmates and even with frequent turnovers in (inmate) staff in the kitchen there has been no issues or interruptions in food service.
Potential Courses Of Action:	1. The Board could accept the proposed contract and renewal agreement with Agape Food & Catering which will allow us to continue service with no interruption while maintaining the established working relationship. 2. The Board could choose to not accept the proposed contract and agreement with Agape Food & Catering and put out a bid for other providers. Contract Terms: Initial contract terms were from January 1, 2023 to December 31, 2023 with three annual renewals. Agape is exercising its annual option to renew from January 1, 2024 to December 31, 2024 with two annual renewal options remaining.
Budget Impact:	The agency shall pay per the attached sliding scale for the preceding week for meals served. Payment will be due within 15 days of invoice.
Staff Recommendation:	The Sheriff's office is requesting the contract with Agape Food Service be approved.

Tuesday, November 7, 2023
Sheriff Stacy Jarrad
385 East Main Steet
Dahlonega, Ga. 30533

Dear Sheriff, Jarrad:

Agape Food Service & Catering, Inc. wishes to exercise the option to renew the Contractual Agreement for Inmate Food Service at the Lumpkin County Jail as of January 2022.

RENEWAL
TO THE CONTRACT FOR PROVISION OF MEALS BETWEEN
AGAPE FOOD SERVICE INC. AND THE COUNTY OF LUMPKIN

This renewal is by and between Agape Food Service & Catering Inc. (hereinafter referred to as "Agape"), with office located at 25 Maggie Lane Cleveland, Georgia 30528, and County of Lumpkin, (hereinafter referred to as "County"), whose address is 194 Courthouse Hill Suite A, Dahlonega, Georgia 30533.

WHEREAS, parties entered into an Agreement for Provision of Meal for the County of Lumpkin, Georgia on January 1, 2022 (hereinafter referred to as "Agreement").

WHEREAS Agape and County desire to renewal Agreement for the period from January 1, 2024 through Dec 31, 2024, accordingly:

NOW THEREFORE, Agape and County here agree to remain under current Agreement.

Sheriff Jarrad, I respectfully request a 3.96 increase. The CPI shows an average of 6.2 increase in Food Away From Home. The current rates for inmate meals would adjust to the Sliding Scale below.

The Cost Per Meal shall be:

Current Price		New Price	
Inmate Count	Price Per Meal	Inmate Count	Price Per Meal
0 - 80	2.6796	0 - 80	2.7857
81 - 100	2.4736	81 - 100	2.5715
101 - 110	1.5224	101 - 110	1.5826
111 - 120	1.5096	111 - 120	1.5693
121 - 130	1.4571	121 - 130	1.5148
131 - 140	1.4083	131 - 140	1.4640
141 - 150	1.3631	141 - 150	1.4170
151 - 160	1.3236	151 - 160	1.3760
161 - 170	1.2899	161 - 170	1.3409
171 - 180	1.2583	171 - 200	1.3081
181 - 190	1.2383	181 - 190	1.2873

This Amendment shall be effective as of January 1, 2024. All other terms and conditions of the original Agreement (as modified from time to time) shall remain in full force and effect.

Dated this ____ day of _____, 2023 Dated this ____ day of _____, 2023

Chairperson
Board of Commissioners

Bryan Sutton
President/CEO

Sheriff Stacy Jarrad

Witness

**CONTRACT FOR INMATE FOOD SERVICE
AT THE
LUMPKIN COUNTY DETENTION CENTER**

This Agreement is made as of January 1, 2024, by and between the **Lumpkin County Board of Commissioners**, (hereinafter referred to as "County") and **Agape Food Service & Catering, Inc.**, a corporation authorized by law to transact business in the State of Georgia, (hereinafter referred to as "Contractor"), and with the concurrence the **Lumpkin County Sheriff**.

WITNESSETH:

1. SCOPE OF WORK.

Contractor shall provide three (3) hot meals per day, seven (7) days per week, to the inmate population at the Lumpkin County Detention Center (the "Detention Center") in accordance with industry standards and the following requirements:

- a. All menus and special diets must meet the standards for audit holding and detention facilities as established by the American Correctional Association (ACA). A registered dietitian shall approve all menus prior to service. All meals served shall be in compliance with the National Academy of Sciences and Food Standards and will provide an average of 2,800 calories per day in addition to all required nutrients.
- b. All meals shall be served at appropriate temperatures and in a manner that makes them palatable (140° hot, 45° if cold), and visibly pleasing, complete with condiments (dressing, sugar, salt, pepper, ketchup, or mustard where indicated).
- c. Religious and medical diets conforming to special religious or physician ordered specifications shall be provided at no additional cost to the County.
- d. A minimum of five (5) special holiday meals shall be provided annually, including Easter, Thanksgiving, Christmas, and New Year's Day and one other holiday meal scheduled at the discretion of the Lumpkin County Sheriff. On the days that a special holiday meal is served, the Contractor shall only be required to serve two (2) hot meals, including breakfast and the holiday meal, which may be served at lunch or dinner as selected by the Lumpkin County Sheriff. The third meal may be a sack lunch or dinner. The special holiday meal menus shall be substantially the same as those provided in the Contractor's proposal to the County.

e. The Contractor will provide special event meals such as meals for the Grand Jury, officers meetings, etc., at the inmate cost per meal.

f. Contractor agrees to provide catered meals for special events as designated by the County with not less than seventy-two (72) hours' notice. The cost per meal shall be mutually agreed upon by the Contractor and the County for each event.

g. Within 30 days of the execution of this contract, the Contractor shall submit a detailed contingency/disaster plan to the Lumpkin County Detention Center Captain containing the Contractor's operational procedures for providing the required food service should the on-site kitchen be rendered unusable from fire or other unforeseen circumstances.

2. FOOD SUPPLIES.

The Contractor shall provide all consumable supplies and food products that are required for the food service operation. Upon termination of the contract, for any reason, the County shall purchase, or cause the successor food service provider to purchase, all usable supplies and food products at the food service provider's invoice cost.

3. KITCHEN FACILITIES AND EQUIPMENT.

a. The Contractor has inspected the kitchen and current equipment. The County shall retain title to current county owned equipment. The equipment will remain at the kitchen to be used by Contractor.

b. The Contractor shall provide and maintain the following at its own expense:

1. Any additional cooking pots and pans Contractor deems necessary.
2. Cooking, serving and eating utensils
3. Glassware and other beverage containers
4. Equipment necessary to prepare food
5. Equipment necessary to make food & beverages available for consumption within the detention center.
6. Any additional equipment that is reasonably necessary to perform the food services at the Facility

c. The Contractor shall retain title to all such equipment including, but not limited to, pots, pans, cooking serving and eating utensils, chinaware, glassware, cell delivery equipment, trays and air void tables that is purchased by Contractor.

d. At the expiration or termination of the contract, the contractor shall return to the County

the food service premises and all equipment furnished by Lumpkin County in the condition in which it was received by the Contractor, excepting ordinary wear and tear.

e. The County will provide adequate heat, lights, ventilation, and all other necessary utilities and business telephone service. The telephone shall be used only for local service and business-related calls. If the Contractor desires local service for personal use, internet, and other non-business-related calls or long-distance calls, whether business or personal, then a separate telephone not connected to the county system shall be installed at the Contractor's expense.

f. The Contractor will service, repair and maintain all kitchen equipment.

g. In the event kitchen equipment becomes lost or damaged by fire, flood, or unavoidable occurrence, or stolen by persons other than employees of the Contractor, without negligence on the part of the Contractor or its employees, and providing that all such damages and losses are reported to the LCSO designee for all items covered by this paragraph, the County will pay for needed repairs or replacements.

h. The County shall provide general maintenance to the building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces. The County's maintenance does not include day-to-day cleaning operations in the kitchen and food storage areas, which shall be provided by the Contractor. The County's maintenance does not include repair of kitchen equipment.

4. ROUTINE MAINTENANCE & CLEANING OF KITCHEN.

a. The Contractor shall be responsible for routine cleaning and housekeeping of food service preparation, service, and storage areas.

b. The Contractor must maintain standards of sanitation required by state or local regulations.

c. The Contractor shall provide all cleaning supplies for the kitchen areas and equipment.

d. Facility inspections shall be made by the County when deemed necessary, with or without advance notice to the Contractor. Such inspections shall not interfere with the food service operation.

e. Inspections of kitchen facilities by County/State health agencies must achieve a score of 90 or above. If such ratings fall below 90, the Contractor must notify the County of areas to be improved and Contractor must remedy the deficiency within fifteen (15) days of receipt of such scores.

f. The facilities and equipment used in the contract shall not be used to prepare food for agencies or persons other than those authorized by LCSO.

g. The County shall provide extermination services and removal of trash and garbage from loading dock areas.

5. FEES & LICENSES.

a. The Contractor shall obtain and pay for all federal, state, and local licenses, permits, and fees required for the operation of the food services provided.

b. During the period of the contract, if it is deemed by taxing authorities that all, or a portion, of the services provided are to be subject to a sales or similar tax that has not been collected by the Contractor, the County agrees to pay such tax to the appropriate authority.

6. STAFFING.

a. The Contractor shall provide an organizational chart and job descriptions for all professional and inmate staff included in Contractor's proposal.

b. Inmate Labor:

1. Inmates will be provided, as required of the Contractor, by the Lumpkin County Sheriff's Office. The inmates shall be selected using the classification process of the Lumpkin County detention center and the Detention Center Administrator. The Contractor agrees that kitchen would remain operational in the event of a mass lock-down of inmates, for a given period of time.

2. Inmates shall be used for the preparation of food, delivery of meals, and general sanitation and cleaning of the kitchen.

3. Inmates are not permitted to supervise other inmates.

4. The Contractor agrees to train and supervise inmates only with respect to the food service tasks.

5. Contractor training and supervision of inmates shall be subject to the overall control of the County.

c. Professional Staff:

1. The County requires that the Contractor maintain a trained, professional, and competent staff for the kitchen facility.

2. All employees of the Contractor working in the kitchen must be screened and approved by the Lumpkin County Sheriff's Office. Contractor's employees must submit to criminal backgrounds checks and drug screening conducted by the LCSO.

3. The Contractor's employees must comply with the County's written policy and procedures relating to facility security.

4. Contractor agrees that its employees assigned to duty at the detention center shall submit to periodic health examinations, at least as frequently and as stringently as required by law. Satisfactory evidence of compliance shall be provided to the County upon request.

d. **Training.** The Contractor shall provide training in food service delivery and management to both LCSO staff and inmates assigned to the kitchen.

7. GRATUITIES.

Lumpkin County acknowledges that, particularly during the holiday season, it may be customary to provide gifts to employees or departments. However, the Lumpkin County Personnel Policy prevents the acceptance of such gifts. Your cooperation in respecting the policy is appreciated.

8. CONTRABAND.

Employees of the successful Proposer shall not enter County Buildings with goods or products that shall be considered contraband, i.e. drugs, drug paraphernalia, tobacco products smokeless or otherwise, etc.

9. QUARTERLY REVIEW MEETINGS.

a. Within 30 days of the execution of this contract, the County and the Contractor shall set dates for the duration of this contract to conduct quarterly review meetings between the Sheriff's Office and the Contractor for the evaluation of the service provided hereunder.

b. Within 30 days of the execution of this contract, the Sheriff's Office and the Contractor shall formulate a monthly report form, which shall establish the basis for the quarterly review meetings.

10. MEAL COUNTS AND PAYMENT.

a. Contractor shall submit to the County on the first day of each week, for the preceding

week, an invoice for meals ordered or the meals served, whichever is greater. The price per meal is set forth on the Cost Summary attached hereto as Exhibit 'A', which is incorporated herein by reference and a made a part hereof.

b. The Contractor shall keep full and accurate records of sales and meal count records in connection with the food services for a period of two (2) years. A copy of such record shall be supplied to the LCSO designee on a monthly basis on the first working day of the subsequent month. In addition, all such records shall be available for auditing by the County or its agents at any reasonable time during regular working hours at the location(s) within the state of Georgia where the records are normally kept.

c. Contractor shall invoice County on the first day of every week, for the preceding week. County shall remit payment within fifteen (15) days after receipt of the invoice.

11. TERM OF CONTRACT.

The term of this contract shall be January 1, 2024, to December 31, 2024, and may be renewed for up to two (2) annual renewals.

12. INSURANCE AND LIABILITY.

a. The Contractor shall be responsible for his/her work and every part thereof and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with the work performed under this contract. The 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 performed under this contract 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. The Contractor shall, during the continuance of all work under the contract, provide the following:

1. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount not less than \$1,000,000.00 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or sub-contractors, including any and all liability or damage which may arise by virtue or any statute or law in force within the State of Georgia, or which may be herein after enacted.

2. Maintain Comprehensive General Liability Insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the Contractor, its sub-contractors, and the interest of the County against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work. The General Liability Insurance shall also include the Broad Form Property Damage Liability endorsement.

3. Maintain Automobile Liability Insurance in an amount of not less than \$500,000 per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

b. The Contractor shall notify the County in writing sixty (60) days prior to change in insurance or cancellation date. The failure of the Contractor to deliver a new certificate shall result in suspension of all payments until the new certificate is furnished.

c. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the contract term, the County shall have the absolute right to terminate the contract without any further obligation to the Contractor.

d. The Contractor and all sub-contractors shall comply with the Occupational Safety and Health Act of 1970 and amendments as it may apply to this contract.

e. If the contractor does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the County may be considered. The Contractor shall be responsible for the costs of any and all alternate insurance coverage so obtained.

13. INDEMNIFICATION.

The Contractor agrees to indemnify and hold harmless the County, the Lumpkin County Sheriff, and the County's officers, employees, and agents (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including attorney fees, court costs and arbitration costs, related to or arising from:

- (i) Any breach of the Contract;
- (ii) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;
- (iii) Any failure of goods or services to comply with applicable requirements the Contract;
- (iv) The Contractor's performance or attempted performance of the Contract, including any employee, agent or subcontractor utilized or employed by the Contractor; or

(v) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States.

14. INDEPENDENT CONTRACTOR STATUS.

The parties do hereby acknowledge that Contractor is retained to provide the services set forth in this contract as an independent contractor, and in no way shall the employees, agents or officers of Contractor be considered employees of County.

15. INCORPORATION OF PROPOSAL.

In addition to the rights, duties and responsibilities set forth in this Contract, Contractor shall perform its duties in accordance with the Proposal for County by Contractor and County's Request for Proposals. Wherever any of the terms and conditions set forth in Contractor's Proposal, County's Request for Proposals, or this contract conflict or are inconsistent, the parties agree that the conflict or inconsistency shall be resolved by applying the following order of document precedence:

1. This Contract.
2. County's Request for Proposals.
3. Contractor's Proposal.

16. CANCELLATION.

a. 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.

b. 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.

c. Notwithstanding anything to the contrary contained in this contract, 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.

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

e. The contract shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the County's obligation under the contract.

17. 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.

18. ASSIGNMENT OF CONTRACTUAL RIGHTS.

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

19. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. The parties do hereby contract and agree that any disputes or litigation that may arise out of this Agreement shall be litigated in the appropriate court of the State of Georgia, County of Lumpkin. The parties do hereby agree to submit themselves to the jurisdiction of such court and do hereby agree to waive any defenses they may have to lack of jurisdiction over the person or subject matter. The parties do hereby further consent and stipulate that venue shall be proper in Lumpkin County, Georgia, in any such actions.

20. NOTICES.

Any notices to be given under this Agreement by either party to the other may be given by personal delivery in writing or by registered or certified mail, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties as follows:

To County:

Alan Ours, County Manager
99 Courthouse Hill, Suite H
Dahlonega, Georgia 30533

With a Copy to:

Sheriff Stacy Jarrard
Lumpkin County Detention Center
385 East Main Street
Dahlonega, Georgia 30533

To the Contractor:

Agape Food Service & Catering, Inc.
Attn: Bryan Sutton, CEO
PO Box 1655
Cleveland, GA 30528

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives, effective as of the 1st day of January, 2024.

Contractor:

Agape Food Service & Catering, Inc.
By:

Name: **Bryan Sutton**
Title: **CEO**

Lumpkin County:

By:

Chris Dockery, Chairman
Lumpkin County Board of
Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Concurrence of Lumpkin County Sheriff:

Stacy Jarrard, Sheriff

EXHIBIT 'A'
COST SUMMARY

Inmate Count	Price Per Meal
0-80	\$2.7857
81-100	\$2.5717
101-110	\$1.5826
111-120	\$1.5693
121-130	\$1.5148
131-140	\$1.4640
141-150	\$1.4170
151-160	\$1.3760
161-170	\$1.3409
171-180	\$1.3081
181-190	\$1.2873



Lumpkin County, Georgia

Development Authority

Date:	December 19, 2023
Agenda Item:	2023-116 CD 451 Amendment to NTIA Financial Assistance Award (<i>Community & Economic Development Director Rebecca Mincey</i>)
Item Description:	The amendment serves as the official approval of the County's request to NTIA to extend the following items for the portion of the overall broadband project within the territory of the Chattahoochee-Oconee National Forests. 1) Environmental Assessment & Historic Preservation Review Period deadline extended from September 1, 2023 to April 1, 2024. 2) No-cost extension to the Period of Performance from February 28, 2024 to September 30, 2024. For the portion of the NTIA project outside the Chattahoochee-Oconee National Forests, the county has received notice to proceed and construction began in November.
Facts & Historical Information:	The requests for the extensions included in the proposed amendment were submitted to NTIA on August 15, 2023.
Potential Courses Of Action:	- Approve the proposed amendment - Approve the proposed amendment with modifications - Take no action
Budget Impact:	The total budget and final goals achieved will not be affected by this amendment.
Staff Recommendation:	Approve the proposed amendment

FORM CD-451 (REV. 11/18)		U.S. DEPARTMENT OF COMMERCE		X GRANT COOPERATIVE AGREEMENT	
AMENDMENT TO FINANCIAL ASSISTANCE AWARD				AWARD NUMBER 13-08-I2210	
CFDA NO. AND NAME					
11.031 - Broadband Infrastructure Program					
PROJECT TITLE					
Broadband Build Out in County of Lumpkin					
RECIPIENT NAME				AMENDMENT NUMBER	
Lumpkin, County of				3	
STREET ADDRESS				EFFECTIVE DATE	
99 Courthouse Hill Suite H				11/3/2023	
CITY, STATE ZIP				EXTEND PERIOD OF PERFORMANCE TO (IF APPLICABLE)	
Dahlonega, GA 30533-0541				9/30/2024	
COSTS ARE REVISED AS FOLLOWS:	PREVIOUS ESTIMATED COST	ADD	DEDUCT	TOTAL ESTIMATED COST	
FEDERAL SHARE OF COST	\$3,236,198.00	\$0.00	\$0.00	\$3,236,198.00	
RECIPIENT SHARE OF COST	\$1,935,845.00	\$0.00	\$0.00	\$1,935,845.00	
TOTAL ESTIMATED COST	\$5,172,043.00	\$0.00	\$0.00	\$5,172,043.00	
REASON(S) FOR AMENDMENT					
This award is hereby amended to: 1) extend the award date from 02/28/2024 to 9/30/2024 at no additional cost to the government as requested in Award Action Request (AAR) dated 08/16/2023 and approve carry forward of the unobligated balance to the extension period; 2) update specific award condition (SAC) no.7; 3) extend the Environmental Assessment & Historic Preservation Review within the territory of the Chattahoochee-Oconee National Forests (dependent project) from 09/01/2023 to 04/01/2024. ALL OTHER TERMS AND CONDITIONS REMAIN IN EFFECT.					
This Amendment Document (Form CD-451) signed by the Grants Officer constitutes an Amendment of the above-referenced Award, which may include an obligation of Federal funding. By signing this Form CD-451, the Recipient agrees to comply with the Amendment provisions checked below and attached, as well as previous provisions incorporated into the Award. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Amendment offer and de-obligate any associated funds. X SPECIFIC AWARD CONDITION(S) LINE ITEM BUDGET OTHER(S)					
SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER				DATE	
Yongming Qiu 				Digitally signed by YONGMING QIU Date: 2023.11.03 17:27:02 -04'00'	
TYPED NAME, TYPED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL				DATE	

Award Number: 13-08-I2210, Amendment Number 3

Federal Program Officer: William Dixon

Requisition Number: BIP2216

Employer Identification Number: 586000857

UEI Number: KXJCT7D54GD8

Recipient ID: 1329258

Requestor ID: 1329258

Award ACCS Information

Bureau Code	FCFY	Project-Task	Org Code	Obj Class	Obligation Amount
61	2022	4844003-000	06-00-0000-00-00-00-00	41-19-00-00	\$0.00

Award Contact Information

Contact Name	Contact Type	Email	Phone
Mrs. Abby C Branan	Administrative	abby.branan@lumpkincounty.gov	706-482-2554

NIST Grants Officer:

Yongming Qiu
100 Bureau Drive, MS 1650
Gaithersburg, MD 20899-1650
(301) 975-5437

NIST Grants Specialist:

Gordana Zuber
100 Bureau Drive, MS 1650
Gaithersburg, MD 20899-1650
(301) 975-4141

NIST Financial Assistance Award Number: **13-08-12210**
Amendment: 03
Recipient: **County of Lumpkin**

**NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
BROADBAND INFRASTRUCTURE PROGRAM
FINANCIAL ASSISTANCE
SPECIFIC AWARD CONDITIONS**

7. (Revised) Period of Performance and Funding Limitations:

The scope of work and budget incorporated into this award covered a 2-year period of performance from **03/01/2022 to 02/28/2024** (referred to as the "project period"), for a total of \$3,236,198.00 in Federal funds. NIST acknowledges receipt of the Recipient's request dated **08/16/2023** to extend the project period by 7 months at no additional cost to the Federal government. Pursuant to this amendment, the revised project period shall be **03/01/2022 to 09/30/2024**.

The Recipient may not obligate, incur any expenditure, nor engage in any activity that involves a commitment of Federal funds under this Agreement in excess of the Federal amount presently available. Should such an excess obligation, expenditure, or commitment occur, no legal liability will exist or result on the part of the Federal Government for payment of funds.

End of Specific Award Conditions



Lumpkin County, Georgia

Finance

Date: December 19, 2023

Agenda Item: 2023-117 Tourism Service Contract with the Dahlonega-Lumpkin County Convention and Visitors Bureau, Inc. (*Finance Director Abby Branan*)

Item Description:

Facts & Historical Information:

Lumpkin County levies an 8% Hotel/Motel Lodging Tax. In accordance with O.C.G.A. 48-13-51, the county must contract with an entity to provide enumerated services. Lumpkin County has historically chosen to contract with the Dahlonega/Lumpkin County Chamber of Commerce. In 2020, changes were made to create a tourism board which would still fall under the Chamber's umbrella. The following language is included to reflect the change to a tourism board under the Chamber of Commerce: *"In the event an IRC 501(c)(6) organization is formed and organized separate from the Chamber, this contract shall terminate and the Hotel/Motel tax collected by the County will be held in escrow until the County approves and enters into a new contract for the expenditure of such tax as provided by O.C.G.A. 48-13-51. The County may review and consider a proposal from the newly formed IRC 501(c)(6) organization but shall be under no obligation to provide funding to said IRC 501(c)(6)."*

In 2023, Dahlonega-Lumpkin County Convention and Visitors Bureau Inc. (CVB) was formed and approved as an IRC 501(c)(6) organization. The CVB will operate separately from the Dahlonega/Lumpkin County Chamber of Commerce but will retain the same Board of Directors and staff. Tourism Director Sam McDuffie has prepared a presentation, formally requesting funding from hotel/motel tax revenue.

Potential Courses Of Action:

- A. Approve the proposed contract with Dahlonega-Lumpkin County Convention and Visitors Bureau Inc.
- B. Modify the proposed contract document and direct staff to incorporate the requested changes.
- C. Not approve the proposed contract.

Contract Term: January 1, 2024 – December 31, 2024

Budget Impact: There is no budget impact to contracting with Dahlonega-Lumpkin County Convention and Visitors Bureau Inc.

Staff Recommendation:



Dahlonega – Lumpkin County Convention and Visitors Bureau Strategic Planning for 2024-2026

Introduction

The Dahlonega – Lumpkin County Convention and Visitors Bureau (DLCVB) engaged Rope Roberts Consulting to write a comprehensive strategic marketing plan for the next twenty-four months during the fall of 2023.

To prepare for their first full year of operation, the newly formed Dahlonega-Lumpkin County CVB wanted to understand the best way to effectively reach their goals in the coming years. The main goals of the DLCVB are simple: to increase the daily dwell time and overnight stays for guests.

The plan was prepared by Rope Roberts Consulting who has over 29 years of experience working with communities in northeast Georgia in the area of community and economic development. Rope Roberts, Principal, who recently wrote the Lumpkin County Development Authority Strategic Plan for 2023-24, was instrumental in 2014 in the bringing together the Lumpkin County winery owners and securing the funding that resulted in the designation of the Dahlonega Plateau AVA in 2018.

ROPE ROBERTS CONSULTING SERVICES

Community & Economic Development

706-949-5140

ROPEROBERTS7@ICLOUD.COM

PO BOX 428 | CLARKESVILLE, GA 30523



Consultant - Advisor - Coach

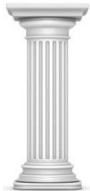
Background

On October 11, 2023, the Dahlonega CVB Board of Directors Meeting was held to discuss the details of building a strategic plan for the next twenty-four months. Rope Roberts facilitated the meeting and discussion that resulted in the following strategic plan for the CVB. Much of the discussion helped the Directors to focus on what they really wanted to accomplish and the correct way to articulate it. The following strategic plan is a culmination of what was discussed during the meeting and following the meeting with Executive Director, Sam McDuffie.

Those notes and comments from the meeting that contributed to the formation of the plan are included in the Appendix.

Strategic Marketing Plan

The plan is divided into four areas, known as the Pillars of the DLCVB:



1. Market Destination
2. Knowing Our Guests
3. Welcome Our Guests
4. Community Outreach

It is important to note that during the facilitation, a discussion was held on the terminology of what to call those who visit from any area outside Lumpkin County. Rope Roberts explained something he learned on this issue when he attended the Ritz Carlton Leadership Institute course: A Culture of Excellence & Brand Differentiating Service. From this course he learned the importance of how to view and treat those who come to see you. It is summed up through the Ritz-Carlton motto of “Ladies and Gentlemen serving Ladies and Gentlemen”. In conclusion, the board decided to use the term “guests” when referring to those who visit Dahlonega and Lumpkin County as you would someone visiting your home.



THE RITZ-CARLTON
LEADERSHIP CENTER



Consultant - Advisor - Coach

These four tenets are the foundation of the strategic plan. Let's look at each of these separately and in greater detail.

Market Destination

The goal is to market the Dahlonega – Lumpkin County destination to increase the daytime dwell time of guests and to increase overnight stays of guests. This is accomplished by utilizing four practices.

First, to utilize the current digital marketing plan to increase daily dwell time of daily and overnight guests. The studies have shown that digital marketing is the most efficient and effective way to communicate the messaging to targeting guests.

Second, through passive marketing determine the need for branded signage and billboards that could include specific themes such as wine/vineyards and events.

Third, the consumer marketing is a way to target the consumer directly through recorded interviews and events for social media marketing.

Last, is the messaging and contains the essence of what is being distributed. Studies have shown from the local hotels that Friday and Saturday nights are being utilized by overnight guests. In order to increase the Sunday through Thursday overnight stays, a special promotion called the “Weekday Weekend” is introduced. These days will become the focus of all marketing going forward and a marketing program around the “Weekday Weekend” will be studied with local hotels and retailers.

Knowing Our Guests

The goal is to understand our guests through a visitor profile which provided information about the demographics, spending habits and travel patterns of our guests.

To understand the cities of origination, utilize the data provided, select guests' cities of origin for targeted marketing efforts covered in Market Destination.

In regards to spending habits of our guests, understand which age bracket spends the most for specific targeting. The older demographic, which spends less but spends on top-of-the-line items, is a good target for the “Weekday Weekend” focus. Another group to target for this, according to research, is the WFH (Work from home) remote workers who usually have dual incomes and not kids and are open to travel.

To better know the demographics of your guests, ask these three questions:

What brings you to Dahlonega? How did you hear about us? Tell us about yourself, i.e., what is your day job? The answers to these questions support the data purchased in general about the guest. The collection can be done by utilizing a kiosk in the visitor's center or using iPads or handhelds to record it. To encourage participation, exchange info for registering for "Weekday Weekend" giveaways.

Welcome Our Guests

The goal of welcoming our guests is to create a memorable and positive experience for our guests in Dahlonega and Lumpkin County.

Primarily, this is accomplished in our Visitors Center, where we will maintain a clean, refreshing facility to encourage guests to browse and ask questions. Organizing promotional product material to encourage guests to take advantage of the retailers and encourage staying during the "Weekday Weekend" time. The center staff can also learn best practices from other successful visitor's centers.

The second key ingredient to welcoming our guests is having a clean restroom. To take this element to the next level, the board wants to create a "Wow!" factor for those who visit. The Appendix has examples from other public restrooms but creating your own style for this region is important. Using the restrooms as a tool of communication is also important. Utilizing a tool similar to UNG's "Flush Flash" can promote local events and shops and UNG events to the public. To create the "Wow!" factor, use the walls and stalls to create an artistic promotion through murals, photography and artwork of the local area. Study other public restrooms for best practices.

The last ingredient that is most important is to have an inviting and knowledgeable staff. The staff will help guests to find ways to increase their dwell time in D-LC. They will also help promote the "Weekday Weekend" specials. Since Dahlonega is receiving group guests from other communities, such as Helen, authority should be given to the staff to give gifts to the tour operators for bringing guests so they can find out how to get them to stay in D-LC in the future.

Community Outreach

The last pillar's goal is to communicate to and educate the local officials about the needs of the DLCVB and how it is contributing to the community's economic vitality. The DLCVB

must create a message that explains who they are, what they do and how they are helping the economic vitality of Dahlonega-Lumpkin County. Using actual stories from guests emphasizes what they do successfully.

Speaking to the local civic clubs once or twice a year to raise awareness of what the DLCVB does to help businesses. The civic clubs represent a cross section of the local leadership who needs to understand the DLCVB and their goals.

Speak to the city, county and school board at least once a year to report on their progress. The DLCVB is using public money and these groups need to hear what they are doing to contribute to the community's economic well-being through hotel-motel tax, SPLOST, E-SPLOST, and LOST.

Appendix

This contains material and background information from the Strategic Planning Session held on October 11, 2023.

Understanding Why We Are Special

The board of directors were asked "If you didn't live here, why would you come to visit Dahlonega?" They answered with the following statements:

- Pan for gold
- Gold, wine & waterfalls
- Best people
- Small town feel
- Everyone is family
- Southern hospitality
- Unique square that has maintained the "Mayberry" feel in a growing community.
- Personal touch to everything
- University in the heart of the town – tradition of a historical college
- Nostalgia for a slower/older time
- Hallmark feel
- History
- We're cool
- Like the mountains
- A sense of place

SWOT Analysis

The following Strength, Weaknesses, Opportunities and Threats Analysis was originally created on October 19, 2021 and updated during the 10/11/23 session.

Strengths

- Location of Visitor Center
- Volunteers & Staff
- Georgia 400
- Scenery/Nature
- Unique Lodging and diverse offerings
- Wine Country
- Large and Diverse crowd of tourist
- Attractive Square and Downtown
- Historic Small Town
- Wedding Venues
- Proximity to ATL
- University of North Georgia
- Forest Service
- Gold History

Weaknesses

- Parking
- Conference Availability & Support Infrastructure
- Communications of different Organizations or Groups
- Relationship between the City and County
- Ordinances hindering growth

Opportunities

- UNG Partnership – telling the story
- Local and Regional Partnerships
- Technology
- Marketing to Snowbirds from North
- Marketing to ATL
- State of Georgia Tourism possibilities through partnerships
- Geo-Targeting
- Short-Term Rentals

Threats

- Losing HMT Revenue from either City or County
- Growth
- Regional Competition
- Accommodations/Short Term Rentals
- Residential Growth
- Losing the Small-Town Charm/Authenticity
- Franchises

Selling Dahlonega – Lumpkin County

The Tourism Board of Directors and Staff are the main salespeople of the DLCVB in the community. They are leaders with their own circles of influence and must be ready to tell others what the DLCVB is about and what it does for the community.

Creating a simple message that capsulates what they are about is important. It needs to be a “short 15 second elevator speech” or a one-minute complete speech.

Then the board and staff must communicate this to the community so they can help spread the message.

Crafting the message for Community Outreach

The first step in creating a message is to answer “What are we about?” Simply stated, increasing the guests daily dwell time for retailers and increasing overnight stays for hotels, especially during the “Weekday Weekend, is the message. It means the speaker must understand why these goals are important.

The second question to answer is “How have we helped the Dahlonega – Lumpkin County economy? This is answered in three steps and it’s all about following the money.

- A) Increased the Hotel/Motel Tax to the city/county by increasing the weekday stays while maintaining the number of weekend stays. Note: use your statistical information to form a 2022 and 2023 baseline to compare new statistics as they become available monthly.
- B) Increased the Special Purpose Local Option Sales Tax (SPLOST), the Local Option Sales Tax (LOST), and the Educational SPLOST (E-SPLOST) by promoting D-LC as a

destination and having “Weekday Weekend” promotions.

- C) Saved LC residents money by promoting guests to pay a larger percentage of the sales tax that benefits the county’s residents. Show the amount of tax revenue collected from guests and how much that contributed to the city/county budgets that residents did not have to contribute. The bottom line: Guests to D-LC save residents money.

Create the “Wow!” in the public restroom

The Dahlongega public restrooms next to the Visitor’s Center are an asset for the town. Here are examples of how they can create the “Wow!” factor and advertising opportunities.



(L) an example of using tile patterns to create a unique experience



(R) an example that reminds us we can also decorate inside an individual stall.



Another example using tile to create patterns and bright colors.



While this example may be unrealistic, it shows that a large wall mural can create a dramatic look.



**CONTRACT
FOR
TOURISM DEVELOPMENT SERVICES
(HOTEL - MOTEL TAX FUNDING)
2024**

**STATE OF GEORGIA
COUNTY OF LUMPKIN**

This contract, entered into by and between Lumpkin County, a political entity and body politic of the State of Georgia (the “County”) and the Dahlonega-Lumpkin County Convention and Visitors Bureau Inc., a Georgia Nonprofit Corporation, (the “DLCCVB”), as follows:

WHEREAS, Lumpkin County has approved the collection of a “Hotel/Motel Tax” at the rate of eight percent (8%) as provided by O.C.G.A. 48-13-51; and,

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

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

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

NOW THEREFORE, the parties agree as follows:

1.

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

2.

The County has imposed an eight percent (8%) tax on hotel/motel accommodations (as defined by law), and the County shall expend (in each fiscal year during which such tax is collected) an amount equal to the amount by which the total of such taxes would be collected at a rate of three and one-half percent (3.5%) for the purpose of promoting tourism, conventions and trade shows by remitting such amount to the DLCCVB monthly. In recognition of this purpose,

the DLCCVB shall provide quarterly written reports showing that the “Hotel/Motel” tax so generated has been used to benefit the tourism industry within the unincorporated areas of the County.

3.

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

4.

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

5.

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

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

6.

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

7.

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

8.

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

9.

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

10.

The DLCCVB will pay all monthly utility bills, i.e. electric and water, and will order paper supplies. The DLCCVB may utilize the County purchasing system for its general office supplies and tourism support supplies, with cost of supplies to be billed to the DLCCVB. Any unpaid bill shall be debited against any portion of the Hotel-Motel tax as permitted by law.

11.

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

12.

This contract shall be for the period beginning January 1, 2024, through December 31, 2024.

13.

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

In witness whereof, the parties have executed this agreement with an effective date of January 1, 2024.

**Dahlonega-Lumpkin County
Convention and Visitors Bureau Inc.**

By:

Name:

Title:

Attest:

Name:

Title:

Lumpkin County:

By:

Chris Dockery, Chairman

Attest:

Melissa Z. Witcher, County Clerk



Lumpkin County, Georgia

Finance

Date: December 19, 2023

Agenda Item: 2023-118 CJCC VOCA (Victims of Crime Act) - MOA (*Finance Director Abby Branan*)

Item Description: This is a placeholder for the MOA for the Victims' Assistance Program. The Prosecuting Attorneys' Council of Georgia (PAC) submitted VOCA grant application renewals for Base funds for the 2024 Federal Fiscal year.

Facts & Historical Information:

Criminal Justice Coordinating Council (CJCC) indicated to PAC that this year's allocations received significant cuts. The amounts cut represents the Comp Advocate position for our office. Reductions were made to budgets using a last-in, first out approach. This means that the most recent funding that was awarded is the first cut. Reductions were made based on the funding our office received over the past several years. Below is the estimated VOCA award for FY24 based on verbal confirmation received from CJCC.

Base Federal Funds	\$97,121
Base Waived Match Funds	\$24,280

Grant Period: October 1, 2023 – September 30, 2024

The Enotah Judicial Circuit's Victims' Assistance Program was created in July of 1993 for the purpose of providing services to victims of crime within the four counties comprising the Circuit. The goals of the program are to provide victims of crime with knowledge of victims' rights and available community resources; provide victims with education about the criminal justice system; and assist victims in gaining a sense of closure as they transition from "victim" to "survivor." The program provides emotional support to victims of crime and assistance to help reduce the trauma of victimization. The program also provides services to child victims of crime and their families, victims of sexual assault, surviving family members of homicide victims, adult survivors of incest or child abuse, victims of robbery, victims of elder abuse, and victims of DUI crashes.

The program operates as part of the Enotah Judicial Circuit's District Attorney's Office. There are two full-time staff members along with a number of part-time staff members and several volunteers who assist in providing services to victims. The following services are provided by the program: information about the status of a case; information and explanation about court proceedings; and accompaniment to proceedings with victims and their families. The program also provides information about and referrals to other agencies which are available to assist victims, provides assistance in filing Crime Victims' Compensation Fund claims, provides information on how to register for the V.I.P program provided through the Department of Corrections and Board of Pardons & Parole, and provides assistance in completing a victims' impact statement. Additionally, the program provides preparation for children who are victims of crime and who will

99 Courthouse Hill – Dahlonega, GA 30533 – (706)-864-3742
<https://www.lumpkincounty.gov/>

be called upon to testify in court.

Potential Courses Of Action:

- A. Approve the Memorandum of Agreement and continue the program.
- B. Reject the Memorandum of Agreement and identify other funding source(s) to continue the program.
- C. Reject the Memorandum of Agreement and suspend the program.

Budget Impact:

Should the County choose to approve the Memorandum of Agreement, there is no matching requirement for the base program. Sufficient funds have been allocated to meet this obligation.

\$97,121	Grant Award (Federal)
<u>\$24,280</u>	Base Waived Match
\$121,401	Total Program

Staff Recommendation:

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

BRIAN P. KEMP
GOVERNOR



JAY NEAL
DIRECTOR

October 4, 2023

CFDA: 16.575

Mr. Pete Skandalakis
Executive Director
Prosecuting Attorneys' Council of Georgia
1590 Adamson Parkway
4th Floor
Morrow, GA 30260

Application ID: 1120910597

Dear Mr. Skandalakis,

I am pleased to inform you that the Criminal Justice Coordinating Council (CJCC) has approved to partially fund your 2023 Victims of Crime Act (VOCA) Competitive Grant Application in the amount of \$6,604,500. If you would like to appeal this funding decision, please submit a letter of appeal, along with any associated support documentation, by close of business **Friday, October 20, 2023** to the email address stated below:

Email Address: victimassistance@cjcc.ga.gov
Subject Line: VOCA Competitive RFA – Appeal Letter

Please note that your agency's award package is forthcoming. Once received, your agency must complete and return the award package to CJCC within 45 calendar days before your subgrant award is activated. Please refer to the checklist within the award packet while completing the required documents. A revised detailed budget must also be included with your award documents; consistent with the award amount stated above. CJCC recognizes that agencies are the experts on the needs of their programming, and as such, CJCC will allow subrecipients to revise their FY2023 VOCA budget. With the exceptions of denying unallowable costs and costs outside the identified priorities, subrecipients are encouraged to reallocate their budget to best meet the program and agency's needs.

If you have questions or concerns regarding the grant process, please contact your Grants Specialist, Shannon Montgomery, at shannon.montgomery@cjcc.ga.gov. We look forward to working with you during the upcoming grant period.

Sincerely,

Jay Neal
Executive Director

Melissa Witcher

From: Sarai Leonides-Medina <sleonides@pacga.org>
Sent: Friday, September 15, 2023 4:32 PM
To: Abby Branan; Cathy Smith; Devyn Duncan; Hillary Ullom; Jeff Langley
Subject: FFY24 VOCA AWARD INFORMATION
Attachments: FAQ for VOCA Funded Offices for FFY24.pdf; Budget_Detail_Worksheet.xlsx; Guidelines for Preparing your Budgets (FFY24) .pdf

Good Afternoon Enotah Judicial Circuit:

We have been working diligently with CJCC to determine what the upcoming grant year, which begins October 1, 2023, will look like. **Please read this email carefully in its entirety for important information regarding the VOCA grant.**

Below is your estimated VOCA award for FY24 based on verbal confirmation we have received from CJCC.

Enotah Judicial Circuit	
FY24 CONFIRMED ESTIMATED Award:	\$97,121

FAQ:

Please see the attached FAQ for answers to questions about special positions and more. PAC will periodically update and share this document as we receive additional questions from the VOCA funded offices.

Timeline:

It is important to note that the above amount is an estimate based on the verbal confirmation provided by CJCC in advance of formal award approval. Neither CJCC's Victim Services Grants Committee nor the CJCC Full Council have voted to approve the awards yet. The Committee is scheduled to vote on September 22, 2023, and the Full Council is scheduled to vote on September 27, 2023. As soon as the CJCC Full Council has voted on the award recommendations, we will communicate any changes to your offices. Award letters, MOAs, and grant activation documents will follow as soon as we receive an award letter from CJCC, which could take several weeks.

Budget:

Please begin preparing **ONE** budget based on the award amount provided above. These budgets are due by COB **October 13, 2023.** Note that only one budget should be submitted per DA or SG's office. Funds should not be split between counties or for specified positions. Please use the attached Budget Worksheet and Guidelines for Preparing your Budget document as you prepare your budget.

As always, please let me know if you have any questions.

SARAI LEONIDES MEDINA

Prosecuting Attorneys' Council of Georgia
Victim Services/Grants Manager
1590 Adamson Parkway, 4th Floor
Morrow, GA 30260
Main Office: 770-282-6300
Direct: 770-282-6290
Website: www.pacga.org
Twitter, IG & Facebook: @GAProsecutors

This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged or confidential or otherwise legally exempt from disclosure under the Georgia Open Records Act. If you are not the named addressee, you are not authorized to read,



Lumpkin County, Georgia

Sheriff

Date:	December 19, 2023
Agenda Item:	2023-119 Central Square GA GEARS Interface - Accident Reporting System (<i>Sheriff Stacy Jarrard</i>)
Item Description:	Add on module that integrates with existing Central Square system to enable automatic submission of accident reports to keep in compliance with Georgia Electronic Accident Reporting System (GEARS).
Facts & Historical Information:	Lumpkin County Sheriff's Department is looking into entering into an agreement with CentralSquare for an extension module that will allow automatic submission of accident reports to Georgia Electronic Accident Reporting System (GEARS). This is a one-way interface from Records to GEARS. Appriss maintains the GEARS repository and will provide access and credentials to CentralSquare, allowing the submission of accident reports from Records to the GEARS web service. Upon a completed accident report being triggered for export within CS Pro Suite, Records will send XML files containing the corresponding accident report information to the GEARS web service. PDF copies of the accident report and crash diagrams will also be submitted to GEARS from Records. This will keep us in compliance with GADOT accident reporting. Historically we must enter in each accident manually in to GEARS. There are over 75 accidents in the last year waiting to be uploaded.
Potential Courses Of Action:	1. The Board could accept the proposed contract and agreement with CentralSquare which would expedite accident reporting to GA DOT and keep us in compliance. 2. The Board could choose to not accept the proposed contract and agreement with CentralSquare. Contract Terms: Initial Terms of 1 year. Renewal terms by 1 year increment.
Budget Impact:	The agency shall pay a total of \$5,521.42 for the 1-year contract. Payment will be due 30 days from start of contract.
Staff Recommendation:	The recommendation of Sheriff Office staff is to grant the proposed contract and agreement. In which the Records PS Pro GA GEARS Interface will allow accident reports to be immediately and automatically uploaded to the GEARS system. This will allow LCSO to stay in compliance by keeping accident reporting up to date.

Quote #: Q-155394**Primary Quoted Solution:** PSJ Pro**Quote expires on:** May 06, 2024**Quote prepared for:**

Kyle Nix

Lumpkin County Sheriff's Office

385 E Main Street

Dahlonega, GA 30533

706-864-3633

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	Records PS Pro GA GEARS Interface (Export) Annual Subscription Fee	1	3,181.42	3,181.42
Software Total				3,181.42 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Public Safety Project Management Services - Fixed Fee	780.00
2.	Public Safety Technical Services - Fixed Fee	1,560.00
Services Total		2,340.00 USD

QUOTE SUMMARY

Software Subtotal

3,181.42 USD

Services Subtotal

2,340.00 USD

Quote Subtotal

5,521.42 USD

Quote Total**5,521.42 USD**

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	3,181.42
FIRST YEAR RECURRING SERVICES TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance.

Annual Maintenance and Subscriptions renewals shall be due on the anniversary of the Delivery Date*. Annual Maintenance and Subscription Fees are subject to increase as outlined in the Master Agreement.

*Delivery Date: For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined above by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

The On Premise Subscriptions purchased under this Quote shall be governed by Exhibit A attached hereto.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion of Services
- Time & Material: Due as Incurred

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion
- Time & Material: Due As Incurred

Travel & Living Expenses

- Due as Incurred

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [☐] No [☐]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number:

Initials:

Lumpkin County Sheriff's Office

Signature:

Name:

Date:

Title:

ATTACHMENT A

Terms and Conditions for On-Prem Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer is purchasing subscription priced software under this Quote. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Quote. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote.

If customer terminates this Quote in accordance with the termination for convenience provision below, customer shall be entitled to a pro-rata refund of the annual subscription fee, calculated by the remaining months in the applicable annual subscription.

2. **Termination for Convenience.** This Quote may be terminated without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.
3. **Termination of Access Rights.** Upon termination of this Quote, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
4. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof under this Quote. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the software to monitor compliance with this Quote no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.

Summary of Services

Project: Lumpkin County Sheriff, GA, Records PS Pro GA GEARS Interface (Export), Q-155394

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not a detailed requirements or design of solution.

Project Scheduling

Parties agree a schedule will be provided for services within sixty (60) days from the execution of the above quote number.

Change Requests

The interface is a standard Pro Suite interface. Any custom changes beyond the scope of the interface that are requested by a third-party agency and/or client will require a change request to be completed. The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Project Management, Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

CentralSquare is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by any third-party vendors engaged in the context of standard or custom interfaces, unless the work is defined under a Sub-Agreement with CentralSquare within the scope of this Agreement.

Business Hours

All project services will be performed during normal business hours, defined as 8:00-5:00 PM Eastern Time. If Client desires to perform the services outside of these hours, additional fees will apply.

CentralSquare Connectivity to On-Premise Systems

The BeyondTrust/Bomgar and/or SecureLink remote support solutions shall be the method of remote access to on-premise customer systems and/or data. These solutions meet all requirements as contained in Section 5.5.6 of the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enable customer agencies to remain CJIS compliant for purposes of FBI and/or state regulatory agency audits.

In addition to the above, the PSJ ProSuite application utilizes SSH connectivity to maintain a persistent connection to the appliance/s. The 911 application utilizes Kaseya for application and/or support needs. These solutions are only utilized for these specific applications in addition to Bomgar and/or SecureLink.

Services Scope of Project

The project includes the following scope of services:



The Client is responsible to be the primary point of contact with the third-party agencies and provide Subject Matter Experts (SMEs) familiar with existing data structures to assist with the interface process and to test the interface.

CentralSquare will work with the Client to establish a connection between the third-party vendor and the Central Square Records system.

This is a one-way interface from Records to the Georgia Electronic Accident Reporting System (GEARS). Appriss maintains the GEARS repository and will provide access and credentials to CentralSquare, allowing the submission of accident reports from Records to the GEARS web service. Upon a completed accident report being triggered for export within CS Pro Suite, Records will send XML files containing the corresponding accident report information to the GEARS web service. PDF copies of the accident report and crash diagrams will also be submitted to GEARS from Records.

CentralSquare Technical Consultant will assist the client and vendor to configure, connect and test the interface. Upon successful installation, an IRD, or Interface Requirement Document, will be written for the client by a CentralSquare Technical Consultant. This document will include, but is not limited to, an introduction to the interface, functionality, implementation tasks and assumptions, and disclaimers. CentralSquare is not responsible for any training on third party applications.

Client acknowledges that this quote or change order covers CentralSquare's part of the interface and acknowledges that they are responsible for any third-party costs associated with the interface.



Lumpkin County, Georgia

Senior Center

Date:	December 19, 2023
Agenda Item:	2023-120 Deanna Specialty Transportation, Inc. SFY 2024 – Agreement for Congregate Transportation (<i>Senior Center Manager Linda Kirkpatrick</i>)
Item Description:	For the period July 1, 2023 to June 30, 2024, it is requested that the Lumpkin County Board of Commissioners enter into a contract with Deanna Specialty Transportation, Inc. (DST) for congregate transportation (for participants of the Congregate Nutrition Program). The total projected revenue for SFY 2024 is \$52,000.00.
Facts & Historical Information:	Until June 30, 2013, Legacy Link, Inc. provided federal and state funds to Lumpkin County to enable the Senior Center to operate a vehicle for transporting seniors to and from the center for the congregate nutrition and activity programs. Additionally, these funds allowed for taking congregate participants on off-site trips, to shopping, errands and medical appointments. Effective July 1, 2013, the Georgia Department of Human Services (GADHS) began funding congregate transportation with funds designated for Coordinated Transportation. For SFY 2024, Deanna Specialty Transportation, Inc. is the winning bidder selected by GADHS to administer funds and ensure that Lumpkin County Senior Center is in compliance with vehicle standards and safe operation in accordance with GADHS policies. NOTE: Explanation of timing of this agreement: This agreement covers the period July 1, 2023 to June 30, 2024. The agreement was originally received by the Senior Center the on November 8, 2023. Finance is receiving monthly reimbursement payments in a timely manner even though the agreement has not yet been executed.
Potential Courses Of Action:	A. Request to submit an approved and signed agreement. B. Do not submit an approved and signed agreement. Comparison: If Course A is chosen, Lumpkin County congregate transportation service will continue to be provided to Senior Center Congregate Clients for the period July 1, 2023 through June 30, 2024. If Course B is chosen, Lumpkin County risks losing some or all of its funding for the current cycle (the current funding cycle began on July 1, 2023).
Budget Impact:	There will be no impact to the budget. Revenue funds were included in the County budget for FY2023 and FY2024.
Staff Recommendation:	It is recommended that Course A be chosen – Request to submit an approved and signed Agreement to Deanna Specialty Transportation, Inc. Funds to 99 Courthouse Hill – Dahlonega, GA 30533 – (706)-864-3742 https://www.lumpkincounty.gov/

provide congregate transportation are necessary for many citizens who would otherwise have no alternative transportation to attend the Senior Center.

AGREEMENT
for Department of Human Services (DHS) Coordinated Transportation Services

AGREEMENT BETWEEN:

Lumpkin County, Georgia, a political subdivision of the State of Georgia acting by and through its governing authority, the **Lumpkin County Board of Commissioners**; hereinafter referred to as Contractor; and Deanna Specialty Transportation, a Georgia Corporation; hereinafter referred to as the Deanna Specialty Transportation Inc, agree:

This Agreement has an effective beginning date of the 1st day of July 2023 shall terminate on the 30th day of June 2024 unless terminated earlier under other provisions of this Agreement.

WITNESSETH:

WHEREAS, the Deanna Specialty Transportation, Inc. has a need for, and desires to purchase transportation services for eligible DHS consumers as needed;

AND

WHEREAS, the Contractor has represented to the Deanna Specialty Transportation, Inc it is available to provide transportation services for the described population;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto to abide by the conditions set forth in the remainder of this Agreement.

1. Purpose:

The purpose of this Agreement is to provide transportation services to eligible DHS consumers.

2. Agreement Term:

The term of this agreement shall be from July 1, 2023 through June 30, 2024 unless terminated earlier in accordance with this Agreement.

3. Services to Be Provided:

- a) The Contractor is solely engaging to provide congregate (senior) meal Transportation for seniors receiving services at the **Lumpkin County Senior Center** Transportation services provided will be to and from the **Senior Center** as well as trips to Doctors Appointments, Grocery Stores, Hair Appointments and Group trips. Any other services performed by the Contractor are outside the scope of this Agreement. Contractor agrees to provide sufficient personnel and vehicles, as necessary, to render transportation services for the **Lumpkin County Senior Center's** seniors per GADHS policies and procedures.
- b) The parties expect that authorized DHS Human Service Contractors will notify the Regional Transportation Office, Region 2, as to which consumers are eligible. This notification is done via a completed client registration and trip order entered on the TRIP\$ System. Contractor shall deliver transportation services to individuals registered with the Regional Transportation

Office TRIP\$ System in accordance to regulations administered by the Georgia Department of Human Services.

- c) Contractor shall be solely responsible for the maintenance of the vehicles and shall maintain said vehicles in accordance with the vehicle standards established by the Georgia Department of Human Services to ensure safe operation and to comply with all federal, state and local laws and codes and/or required inspections. Contractor will be responsible for providing vehicle insurance on those vehicles owned by the Contractor. Contractor shall be responsible for purchasing new vehicles to replace those that are not repairable or those that do not comply with DHS safety requirements.
- d) Drivers shall comply with regulations set forth by the Georgia Department of Public Safety and the Georgia Department of Human Services. Drivers shall possess such licenses and permits as required by law.
- e) Contractor agrees to provide the Deanna Specialty Transportation, Inc certification/proof of workers' compensation insurance coverage on all Contractor's employees, upon request of the Deanna Specialty Transportation, Inc.

4. Training:

Drivers and dispatchers employed by Contractor shall undergo such training as required by the Georgia Department of Human Services including on the subject of client rights and confidentiality; accessibility; drug free workplace; sexual harassment; CPR/First-aid; Defensive Driving; and Universal Precautions for STD's, HIV/Aids and Infectious Disease. Drivers will also be trained in use of all auxiliary equipment including radios, fire extinguishers, and wheelchair lifts.

5. Drug and Alcohol Testing:

Contractor shall be responsible for complying with all requirements of the Federal Transit Administration regarding the testing of safety-sensitive employees for drug and alcohol use. The cost of compliance will be the sole responsibility of Contractor.

6. Information:

The Contractor agrees to make vehicles, vehicle files, and driver files available for DHS site visits, to the extent permitted by law. Contractor agrees to provide information and reports as requested by the Regional Transportation Coordinator.

7. Monitoring and Inspection

The Deanna Specialty Transportation, Inc and Regional Transportation Office/DHS may review trip documents, logs, driver logs, vehicle maintenance records, driver qualification records and may inspect vehicles. Contractor will cooperate with The Deanna Specialty Transportation, Inc and Regional Transportation Office/DHS in making these and other documents and vehicles available to the extent permitted by law.

8. Payment:

The Deanna Specialty Transportation, Inc agrees to remit payment for approved transportation services rendered by Contractor when Deanna Specialty Transportation, Inc receives reimbursement from the Georgia Department of Human Services of 10 days of receiving payment.

9. Fee Schedule:

Each trip will be billed at the following rates:

Aging \$9.50 per trip

Hourly \$35.00

Total Budget \$52000.00

10. Invoicing:

- a) The Contractor shall invoice using TRIP\$ on a per client/per trip basis. Invoicing will be completed by the Fifteenth (15th) of the month following the activity.
- b) Contractor shall provide the Deanna Specialty Transportation, Inc with completed billing summaries which will include the name of each client transported, the date transported, trip type and the number of approved trips provided. This can include the TRIP\$ Invoice Backup Report and/or Invoice Summary Report. Contractor shall provide said billing summary on a monthly basis no later than the Fifteenth (15th) of the month following the activity.

11. Termination Without Cause:

Either party may terminate this agreement without cause upon sixty (60) days written notice to the other party. Upon such termination without cause, Contractor shall be entitled to payment, in accordance with Agreement provisions, for services rendered up to the termination date. Contractor shall be obligated to continue performance of contract services, in accordance with this Agreement, until the termination date.

12. Amendments

Any change, alteration, deletion, or addition to the terms set forth in this agreement must be in the form of a written amendment signed by both parties.

13. Compliance With Law:

Contractor shall perform all services required by this contract in accordance with all applicable federal, state and local laws and regulations. Contractor shall use only licensed personnel to perform work required by law or regulation to be performed by such personnel.

14. Equal Opportunity:

During the performance of this contract, Contractor agrees that it will, in good faith, afford equal opportunity required by applicable federal, state, or local law to all employees and applicants for employment without regard to race, color, religion, sex, age, disability or national origin.

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the parties agree that, during performance of this Agreement, they will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability.

15. Non Availability of Funds:

This Agreement is subject to the condition that funds be made available by the Congress of the United States, by the General Assembly of Georgia, or other sources, and by the proper budget authority for carrying out the functions which this Agreement implements. If Deanna Specialty Transportation, Inc becomes aware of funding issues jeopardizing its ability to reimburse Contractor, it shall immediately provide notice of same to Contractor.

16. Force Majeure:

Each party will be excused from performance under this contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by any cause beyond their reasonable control, an act of God, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this contract nor a basis for termination for cause.

17. Entire Agreement:

This Agreement constitutes the complete agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both parties with appropriate authorization.

18. Applicable Law:

If any action at law or in equity is brought to enforce or interpret the provision of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.

19. Severability:

Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible.

20. Waiver of Agreement:

No failure by either party to enforce any right or power granted under this Agreement, or to insist upon strict compliance with this Agreement, and no custom or practice of the parties at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the parties' right to demand exact and strict compliance with the terms and conditions of this Agreement.

21. No Third Party Rights:

This Agreement shall be exclusively for the benefit of the parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

22. Sovereign Immunity:

Nothing contained in this Agreement shall be construed to be a waiver of the Contractor's sovereign immunity or any individual's qualified good faith or official immunities.

23. Notices:

All notices, requests, demands writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the parties at the address given below, or to a substitute address previously furnished to the other party by written notice in accordance herewith:

Contractor's Address for Official Correspondence

Lumpkin County Board of Commissioners
266 Mechanicsville Road
Dahlonega, Ga. 30533
Contact Person: Linda Kirkpatrick
Email: linda.kirkpatrick@lumpkincounty.gov
Telephone: 706-205-4535

DST's Address for Official Correspondence

Deanna Specialty Transportation, Inc.
211 Sand Bar Ferry Road
Augusta, GA, 30901
Contact Person: Shawn Thomas
Email: sthomas.tttransportation@gmail.com
Telephone: (706) 722-7030

[SIGNATURES ON FOLLOWING PAGE]

Lumpkin County, Georgia

Signature

Print Name

Title

Date**Attest:**

Signature

Print Name

County Clerk
Title

[COUNTY SEAL]

Deanna Specialty Transportation, Inc.

SignatureShawn Thomas
Print NameCEO.,
Title

Date:

Attest:

Signature

Print Name

Corporate Secretary
Title

[CORPORATE SEAL]



Lumpkin County, Georgia

County Manager

Date:	December 19, 2023
Agenda Item:	2023-121 Yahoola Creek Reservoir Construction of Road, Parking Lot, Pavilion, and Restrooms - Falcon Design Proposal (<i>County Manager Alan Ours</i>)
Item Description:	
Facts & Historical Information:	In 2019 Lumpkin County chose Lose Design to develop a master plan for the Yahoola Creek Reservoir. The completed master plan made several recommendations for improvements. One of the recommendations was the expansion of the existing trail network, which the first phase was just completed. The plan also called for the construction of a pavilion. The County's on-call engineer, Falcon Design, has submitted a proposal to construct a road that would begin at Rock House Road and continue to the northeast side of the reservoir property. The project would also include the construction of a parking lot, pavilion and restrooms. The road would provide additional access to the trail system and provide needed parking. The pavilion and restrooms would provide a place for the public to hold family gatherings and other events. A copy of the proposal for design and an estimated construction cost is attached. Also attached is a concept plan for the project.
Potential Courses Of Action:	A. Approve the design proposal from Falcon Design B. Modify the project scope C. Take no action
Budget Impact:	The cost of the road (Including design) will be taken from TSPLOST funds. The cost of the parking lot, pavilion and restrooms (including design) will be taken from the accommodation Tax Funds that are earmarked for tourism product development.
Staff Recommendation:	

To: Lumpkin County
99 Courthouse Hill
Dahlonega, Georgia 30533
Attn: Mr. Chris Dockery

Date: December 11, 2023

From: Falcon Design Consultants, LLC

Project: **Yahoola Creek Reservoir – Mountain Bike Trail Head**

TO No.: **FDC 2023.11R**

Background Information

Falcon Design Consultants, LLC (FDC) has prepared this Task Order (TO) to assist Lumpkin County with the design of the Mountain Bike Trail Head at Yahoola Creek Reservoir to include an asphalt driveway access, +/- 150 space gravel parking lot, open air pavilion and restroom building. FDC has prepared an initial concept plan using GIS data from Lumpkin County.

Project Description

Based on the conceptual Final Master Plan of Yahoola Creek Reservoir, FDC will design an approximately 2,500 linear foot 2-lane asphalt driveway from Rock House Rd to a +/- 150 space gravel parking lot with an open-air pavilion and restroom facility with septic system. No architectural or geotechnical services will be included in this Task Order.

Task – A. Design Survey

- Field location of underground utility markings provided by Utilisurvey (See Task B).
- Combination of Lidar flight data and 2-man field crew to produce 2' contours.
- Locate R/W and property lines.

Task – B. Underground Utility Locate:

- Physical Markings - Paint and/or flags will be placed on the ground directly above all traceable underground utilities within the specified area. Each utility will be marked with a specific color. Underground utilities will be located utilizing radio frequency techniques. This technique is capable of locating metallic utilities and other utilities with tracer wires. Non-metallic utilities and utilities without tracer wires will not be physically marked on the ground. Utilities not located utilizing this technique may exist, but not be marked, and may be disturbed upon excavation. Also, we will not locate underground storage tanks, irrigation systems, traffic control wires and/or cables, as well as sewer and storm drain lines.
- Site Sketch - A detailed sketch of the subject site will be provided in electronic format. Said sketch will detail the approximate locations of all underground utilities, along with the size and type of water and gas lines. This sketch may be added to an existing drawing of the site, or to an aerial photograph of the site. Notes will be placed on the sketch indicating possible existence of underground utilities and improvements that were not marked on the ground.
- Utility Owner Information - The owner of each respective utility affecting the subject site will be determined and documented, including names, addresses, and phone numbers. The sources of this

information will be from the "One-CALL Design or Dig Ticket" and other sources as may be required. This information will be assimilated and delivered electronically in a .pdf format. Any other types of information, such as maps or other documents, will be delivered in .pdf format, as well.

- Limitations – MC Utility Survey, LLC will expend reasonable efforts to determine the actual location of all existing underground utilities within the project area. It is expressly understood by both parties that utilities may exist within the subject area, but not be marked or located, especially if no above ground evidence of the utility exists. We locate underground utilities solely as an accommodation and our markings/locates shall not be used for excavation. We accept no liability for ANY underground utilities that are not located or marked by us.

Task – C. Construction Drawings

- Develop a General Site Plan including all appurtenances related to this park facility.
- Develop a Grading Plan for the construction of this park facility, including coordination on pad design for restroom and pavilion buildings.
- Develop a Drainage Plan to allow for complete drainage of the improved areas under normal conditions.
- Develop an Erosion Control Plan in compliance with NPDES Permit requirements per *The Manual for Sediment and Erosion Control in Georgia* (aka Green Book) with required checklist for permitting.
- Provide a Utility Plan for water and sanitary sewer (septic) utilities to serve the park facility.
- Provide all necessary Construction Details for construction of this park facility per the design intent
- Develop a landscape plan.
- Engineer's Opinion of Probable Cost will be provided after development of Civil Construction Plans.

Task – D. Level 3 Soils Survey and Septic System Design

- Level 3 Soils Survey to be completed by Mill Creek Environmental
- Septic system design for restroom facility to be completed by Mill Creek Environmental

Fee Estimate

The budget below includes staff time and expenses necessary to perform the scope of work outlined above. This budget is for the scope of work referenced above.

Design Services:

	<u>Estimated Budget</u>
A. Design Survey:	\$ 7,500.00
B. Underground Utility Locate:	\$ 2,000.00
C. Construction Drawings (Includes coordination with buildings):	\$ 30,000.00
D. Level 3 Soils Survey and Septic System Design:	\$ 2,500.00
Sub Total:	\$ 42,000.00

Additional services, which are not included in this task order as defined by the scope of work, will be treated as extra work. The Owner will be given notice of any additional services requested by the Owner's Staff to complete the project.

Authorized:

As our authorization to proceed with the scope of work, schedule and fee structure outlined herein, please sign in the space provided below and return one copy to this office for our records.

Authorized by: _____

Title: **Chairman – Lumpkin County Board of Commissioners**

Print Name: **Mr. Chris Dockery**

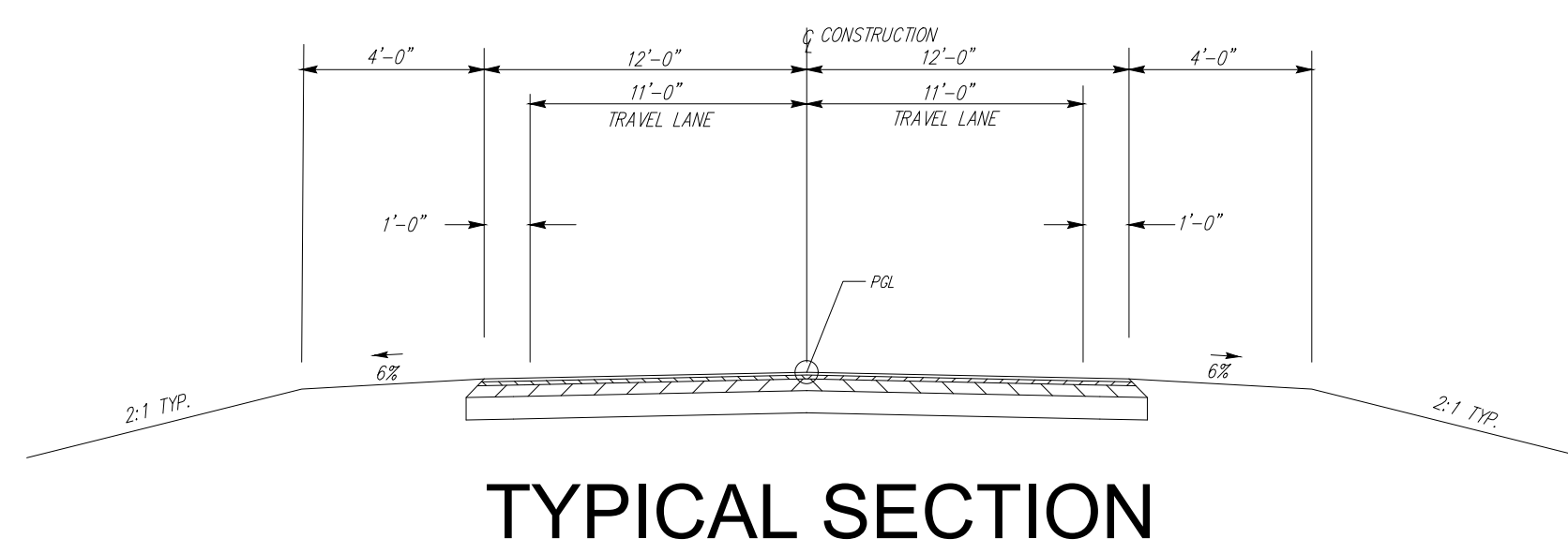
Date: _____

Authorized by: Sean Paul Hayes

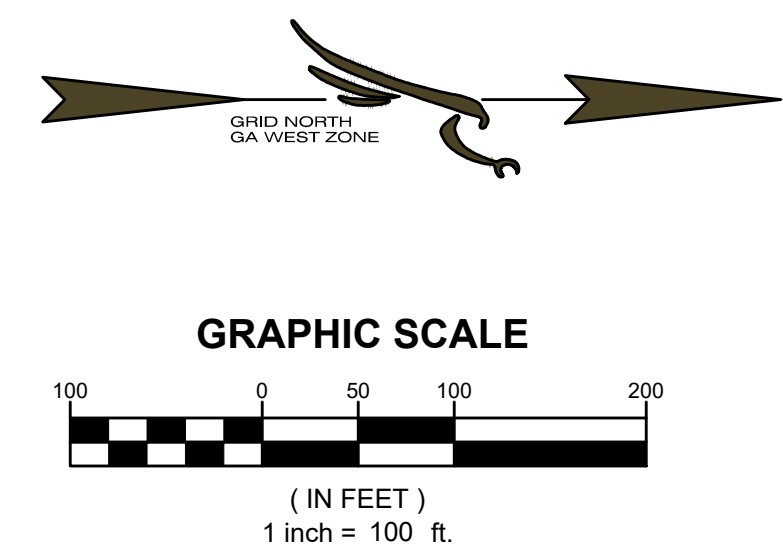
Title: **Partner/Cumming Office Director**

Print Name: **Sean Paul Hayes, P.E.**

Date: 12/11/23



- GENERAL NOTES:
1. LAYOUT IS CONCEPTUAL IN NATURE AND IS FOR PLANNING PURPOSES ONLY. FURTHER INFORMATION WILL BE REQUIRED TO DESIGN THE PROJECT.
 2. A BOUNDARY AND TOPOGRAPHIC SURVEY HAS NOT BEEN CONDUCTED FOR THIS PROJECT.
 3. EXHIBIT WAS PRODUCED UTILIZING LUMPKIN COUNTY GIS PARCEL & TOPOGRAPHIC DATA.
 4. AN ENVIRONMENTAL SITE ASSESSMENT OF THE SITE HAS NOT BEEN PERFORMED.





Engineer's Opinion of Probable Cost

Task Order 2023.11

Yahoola Creek Reservoir Mountain Bike Trailhead

22-Nov-23



FALCON DESIGN CONSULTANTS

ITEM NO.	ESTIMATED QUANTITY	UNITS	DESCRIPTION	UNIT PRICE	TOTAL PRICE
MOBILIZATION/DEMOLITION/GRADING & DRAINAGE (COMPLETE)					
1	1	L.S.	MOBILIZATION AND TRAFFIC CONTROL	\$ 10,000.00	\$ 10,000.00
2	1	L.S.	CLEARING, DEMOLITION AND DISPOSAL, GRADING AND GRUBBING OF SITE	\$ 50,000.00	\$ 50,000.00
SITE LAYOUT (COMPLETE)					
3	2,425	TON	GRAVEL PARKING LOT, INCLUDES GRAVEL, SPREADING AND COMPACTION IN PLACE	\$ 50.00	\$ 121,250.00
4	150	EA.	CONCRETE WHEEL STOPS, INSTALLED	\$ 150.00	\$ 22,500.00
5	2,114.0	TON	AGGREGATE BASE COURSE (6" GAB) COMPACTED IN PLACE	\$ 70.00	\$ 147,980.00
6	736.3	TON	ASPHALT PAVING (2" SURFACE COURSE, INCL. BITUMINOUS MAT'L & H LIME)	\$ 150.00	\$ 110,445.00
7	667.0	GAL	BITUMINOUS TACK COAT @ 0.10 GAL/S.Y.	\$ 5.00	\$ 3,335.00
8	1	L.S.	OPEN AIR PAVILION	\$ 150,000.00	\$ 150,000.00
9	1	L.S.	SIGHT FURNISHINGS (PICNIC TABLES, TRASH RECEPTICLES, BENCHES, BIKE RACKS, ETC.)	\$ 15,000.00	\$ 15,000.00
10	1	EA.	GDOT R1-1 STOP SIGN FURNISH AND INSTALL	\$ 500.00	\$ 500.00
11	1	LS	SIGNAGE (WAYFINDING)	\$ 1,000.00	\$ 1,000.00
12	1	L.S.	COMBINED RESTROOM / STORAGE BUILDING (INCLUDES DESIGN, PLANS, PERMITTING, BUILDING AND CONSTRUCTION)	\$ 125,000.00	\$ 125,000.00
13	1	L.S.	SITE LANDSCAPING INCLUDING ALL PLANTS, MULCH, GRASSING, BOARDERS, AND RELATED APPURTENANCES	\$ 20,000.00	\$ 20,000.00
EROSION CONTROL					
14	1	EA.	CONSTRUCTION EXIT (INSTALL AND MAINTAIN)	\$ 1,750.00	\$ 1,750.00
15	6,500	L.F.	TYPE "S" SILT FENCE INSTALL AND MAINTAIN	\$ 6.00	\$ 39,000.00
16	1	L.S.	TEMPORARY GRASSING/MULCHING	\$ 10,000.00	\$ 10,000.00
17	6	MO.	NPDES MONITORING	\$ 1,000.00	\$ 6,000.00
SITE UTILITIES					
18	2,800	L.F.	2" DOMESTIC WATER SERVICE	\$ 5.00	\$ 14,000.00
19	1	EA.	2" METERED WATER SERVICE INCLUDING TAP, METER BOX, CONNECTIONS, BACK FLOW PREVENTION DEVICE AND ALL RELATED APPURTENANCES	\$ 3,500.00	\$ 3,500.00
20	1	EA.	SEPTIC SYSTEM AND PLUMBING	\$ 10,000.00	\$ 10,000.00
OWNER FEES & CONTINGENCY					
21	1	L.S.	CONSULTING ENGINEERING FEES (INCLUDES DESIGN, PERMITTING)	\$ 42,000.00	\$ 42,000.00
22	1	L.S.	CONTINGENCY ALLOWANCE (FOR USE AS DIRECTED ONLY BY THE OWNER)	\$ 50,000.00	\$ 50,000.00
TOTAL					\$ 953,260.00



Lumpkin County, Georgia

Senior Center

Date:	December 19, 2023
Agenda Item:	2023-122 Lumpkin County Senior Center – American Specialty Health Fitness, Inc. – Fitness Network Location Services Agreement (<i>Senior Center Manager Linda Kirkpatrick</i>)
Item Description:	It is requested that the Lumpkin County Board of Commissioners enter into an agreement with American Specialty Health Fitness, Inc.
Facts & Historical Information:	Historically, many health insurance companies that issue Medicare Supplementary Health Plans to seniors have included a SilverSneakers benefit. Seniors that have the SilverSneakers benefit can use participating fitness facilities at no cost to them. Participating facilities are reimbursed for SilverSneakers member visits by Tivity Health. SilverSneakers is widely used and well known. While SilverSneakers still exists and is widely used as a benefit in many health care plans, American Specialty Health Fitness, Inc. has created the Silver and Fit Program which is like the SilverSneakers benefit. This program will be utilized by qualifying health plans. What this means is that if a senior enrolls in qualified supplemental health care plan, their fitness benefit will be the Silver and Fit Program. Benefits for the Senior Center to become a participating network location is that more seniors will be provided with a fitness benefit through their supplementary health insurance plan, thus saving them money and encouraging wellness. Also, the Senior Center will still receive fee for service through reimbursement. In this agreement, Lumpkin County Senior Center will become part of the American Specialty Health Fitness, Inc. Network to provide services to support the Silver and Fit Program to qualifying clients. Services will be provided to benefit holders enrolled in a qualifying health plan that is enrolled in the Silver and Fit Program. Services provided by the Lumpkin County Senior Center include fitness classes and use of fitness equipment. American Specialty Health Fitness, Inc. will reimburse the Senior Center \$1.50/visit up to 20 visits/month. Standard Senior Center Fees for Service will apply to visits exceeding 20/month. This should not be an issue since seniors rarely if ever participate in more than 20 wellness activities in a month. This is comparable to the reimbursement received by Tivity Health for the SilverSneakers benefit. Staff will be responsible for enrolling eligible members in the Silver and Fit Program to be eligible for reimbursement. Staff does the same for the Tivity Health/SilverSneakers program.
Potential Courses Of Action:	A. Requesting submittal of an approved and signed agreement. B. Do not submit an approved and signed agreement. Comparison: If Course A is chosen, Lumpkin County Senior Center will become part of the American Specialty Health Fitness, Inc. Network to provide services to support the Silver and Fit Program to qualifying clients. 99 Courthouse Hill – Dahlonega, GA 30533 – (706)-864-3742 https://www.lumpkincounty.gov/

If Course B is chosen, Lumpkin County will not become part of the American Specialty Health Fitness, Inc. Network to provide services to support the Silver and Fit Program to qualifying clients

Budget Impact: There will be no effect on the budget.

Staff Recommendation: It is recommended that Course A be chosen - Requesting submittal of an approved and signed agreement to American Specialty Health Fitness, Inc. The benefit for the Senior Center to become a participating network location is that more seniors will be provided with a fitness benefit through their supplementary health insurance plan, thus saving them money and encouraging wellness and the Senior Center will still receive fee for service through reimbursement.


**CONFIDENTIAL/PROPRIETARY
PROGRAM APPLICATION**
Instructions

Please complete all areas on the application. If something does not apply, please write N/A. No section should be left blank.
Please return the original completed copy of this application form via DocuSign.

Applicants have the right to review and correct information they submit in support of the application.

Please submit a current copy of your General Liability Insurance certificate with this application.

Organization Name Lumpkin County Board of Commissioners

Owner Name(s) List all owners who own 5% or more of the business (separate owner names using comma). Attach a list of additional owners if needed. Lumpkin County Government

Primary Owner Contact Information

Primary Owner Contact Name _____

Mailing Address (Number, Street, Suite) _____

City _____ County _____ State _____ ZIP+4 _____ - _____
 Phone Number (____) _____ Primary Owner E-Mail Address _____

Primary Location Information

Indicate information on primary location below. For additional locations use the Additional Location Information section or attach a list of additional locations

Location Name Lumpkin County Senior Center

Contact Name Linda Kirkpatrick

Location Address (Number, Street, Suite) 266 Mechanicsville Rd.

City Dahlonega County Lumpkin State GA ZIP+4 30533 - _____

Phone Number (706) 864-2358 Fax Number (____) _____

Location E-Mail Address linda.kirkpatrick Web Page Address lumpkincounty.gov

Mailing Address ☒ **Same as Location Address** If different from location address provide mailing address below

Number, Street, Suite _____

City _____ County _____ State _____ ZIP+4 _____ - _____

Payment Address ☐ **Same as Mailing Address** If different from mailing address provide payment address below

Number, Street, Suite 99 Courthouse Hill

City Dahlonega County Lumpkin State GA ZIP+4 30503 - _____

Federal Tax ID Number 58-000057

Member Gender Type of Location (check only one) ☒ Coed ☐ Female only ☐ Male only

Does this location meet the following criteria:

Provides staff oversight, provides cardiovascular, flexibility, and/or resistance training exercise program(s), and requires a membership agreement or its equivalent? ☒ Yes ☐ No

Can the general public join this location? ☒ Yes ☐ No

Does this location offer a guest pass to potential members? ☒ Yes ☐ No

Does this location provide access to people with disabilities?

Building ☒ Yes ☐ No

Parking ☒ Yes ☐ No

Restroom ☒ Yes ☐ No

Is this location accessible by Public Transportation?

Bus ☒ Yes ☐ No Subway ☐ Yes ☒ No Train ☐ Yes ☒ No Ferry ☐ Yes ☒ No Other ☐ Yes ☒ No

Member Minimum Age with Guardian N/A

Member Minimum Age without Guardian N/A

Organization Name

Lumpkin County Board of Commissioners

Primary Location Hours

If offering classes only, please provide earliest class start time and latest class end time in the From and To fields below.

	From	To	Only By Appointment	Open 24 Hours
Monday	8am	5pm	☐	☐
Tuesday	8am	5pm	☐	☐
Wednesday	8am	5pm	☐	☐
Thursday	8am	5pm	☐	☐
Friday	8am	5pm	☐	☐
Saturday			☐	☐
Sunday			☐	☐

Please select all Amenities, Offerings and Group Fitness that apply. **A minimum of one selection is required.****Primary Location Amenities and Offerings**

- | | | |
|--|--|---|
| ☐ Basketball | ☐ Locker Facilities | ☐ Sauna |
| ☐ Café | ☐ Massage Therapy | ☐ Spa Services |
| ☒ Cardiovascular Equipment | ☐ Pickleball | ☐ Steam Room |
| ☐ Childcare | ☐ Pool | ☒ Strength Training/Equipment |
| ☐ Climbing Wall | ☐ Racquetball | ☐ Tanning |
| ☐ Hydro Massage | ☐ Running/Walking Track | ☐ Whirlpool |

Primary Location Group Fitness

- | | | |
|--|---------------------------------------|--|
| ☐ Aquatics | ☐ Dance | ☒ Stretching Classes |
| ☐ Barre | ☐ HITT Class | ☒ Tai Chi |
| ☐ Boot Camp | ☐ Martial Arts | ☐ Treadmill Classes |
| ☐ Boxing/Kickboxing | ☐ Pilates | ☒ Yoga |
| ☐ Cycling Classes | ☐ Rowing | ☐ Zumba |

General Liability Insurance Information

Name of General Liability Insurance Carrier (please do not list brokers or agents):

Years with Carrier

ACCG-Interlocal Risk Management Agency

Policy Number 3950

Policy Effective Date: July 1, 2023
(mm/dd/yy)Policy End Date: July 4, 2024
(mm/dd/yy)**General Information**

- | | |
|---|---|
| ☐ Yes ☒ No | 1. Has the location(s) had any Better Business Bureau complaints in the last 36 months?
If yes, please explain by attaching a separate sheet. |
| ☒ Yes ☐ No | 2. Would the location(s) respond to and attempt to resolve, within sixty (60) days, any consumer complaints made to the Better Business Bureau or state or local consumer protection agencies (or other such agencies)? |
| ☐ Yes ☐ No ☒ N/A | 3. Is the location(s) a member of International Health, Racquet and Sportsclub Association (IHRSA)? |
| ☐ Yes ☒ No | 4. Does the location(s) follow the guidelines set forth by the American College of Sports Medicine (ACSM)? |
| ☐ Yes ☐ No ☒ N/A | 5. If you operate multiple locations will members have access to all participating locations? |

Organization Name

Lumpkin County Board of Commissioners

Organization Affirmation

Organization hereby affirms that the information submitted in this application and any addendum thereto is true to the best knowledge and belief of the organization and is furnished in good faith. The organization understands that any omissions or misrepresentations may constitute cause for denial of any application or termination of the participation agreement. By submitting Tax ID Number to ASH, Tax ID owner acknowledges and agrees that ASH may disclose and use the Tax ID Number to support business and regulatory functions related to network participation, contracting and reimbursement/claims payment under this agreement.

A photocopy of this document shall be as effective as the original.

Organization's Authorized Signer (Name & Title) _____ Chairman

Organization's Authorized Signature _____ Date _____
(Stamped signature is not accepted)

On behalf of (Organization) Lumpkin County Board of Commissioners

Please return the completed application and all attachments per the instructions given on page 1 of this application.
Please work with your recruiter to add additional locations. They will provide additional location pages or the ASH Fitness Excel Spreadsheet. Direct any questions to your recruiter: Cameron Mokrenski - cameronm@ashn.com or 682-606-8213

ARTICLE 28 EFFECTIVE DATE OF AGREEMENT

ASH Fitness will provide Fitness Network Location with notice of the Effective Date after Fitness Network Location returns one original copy of this Agreement to ASH Fitness, and all pre-contractual requirements are fulfilled based upon a determination by ASH Fitness. Fitness Network Location agrees to be bound by this Agreement as of the Effective Date as determined by ASH Fitness.

It is the responsibility of the Fitness Network Location to indicate with a check in the attachment(s) box below and inform ASH Fitness of the program(s) they will be participating in:

- ☒ Attachment A: Silver&Fit Basic Attachment
- ☐ Attachment B: Silver&Fit Full Attachment
- ☐ Attachment C: Active&Fit Enterprise Attachment
- ☐ Attachment D: Active&Fit Now Attachment
- ☐ Attachment E: Active&Fit Direct Attachment

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the dates set forth below.

FITNESS NETWORK LOCATION
(type or print clearly)

Lumpkin County Board of Commissioners
Fitness Network Location Legal Name

d/b/a (if applicable)

Name Signed

Name Printed

Chairman

Title

Date

AMERICAN SPECIALTY HEALTH FITNESS, INC.
(To be filled out by ASH Fitness only)

Name Signed

Name Printed

Title

Date

Mailing Address:
American Specialty Health Fitness, Inc.
P.O. Box 509117
San Diego, CA 92150-9001

The Effective Date of this Agreement is _____
[To be completed by ASH Fitness Only]



**AMERICAN SPECIALTY HEALTH FITNESS, INC.
FITNESS NETWORK LOCATION SERVICES AGREEMENT**



ATTACHMENT G – PROGRAM COMPENSATION

LUMPKIN COUNTY SENIOR CENTER, GA

Fitness Network Location acknowledges and agrees that any contractual changes for the renewal term shall be finalized with ASH Fitness at least one hundred twenty (120) days prior to the expiration of the current term. ASH Fitness, at its sole discretion, may not accept any contractual changes Fitness Network Location fails to finalize with ASH Fitness at least one hundred twenty (120) days prior to the expiration of the current term and the current agreement shall be applicable to the renewal.

SILVER&FIT BASIC FITNESS NETWORK LOCATION:

The following compensation rate is for a Silver&Fit Basic Fitness Network Location in the Silver&Fit Program:

Benefit Program	Network	Standard Compensation Rate	Maximum Number of Visits Compensated Per Month	Monthly Compensation Maximum
Silver&Fit Basic 20 group classes/mo	Standard	\$1.50	20	\$30.00

SILVER&FIT FULL FITNESS NETWORK LOCATION:

The following compensation rate is for a Silver&Fit Full Fitness Network Location in the Silver&Fit Program:

Benefit Program	Network	Standard Compensation Rate	Maximum Number of Visits Compensated Per Month	Monthly Compensation Maximum
Silver&Fit Full	Standard or Premium	NA	NA	NA

ACTIVE&FIT ENTERPRISE FITNESS NETWORK LOCATION:

A Product of Active&Fit®

The following compensation rate is for the Active&Fit Enterprise Program:

Benefit Program	Network	Standard Compensation Rate	Maximum Number of Visits Compensated Per Month	Monthly Compensation Maximum
A&F Enterprise	Standard or Premium	NA	NA	NA

**AMERICAN SPECIALTY HEALTH FITNESS, INC.
FITNESS NETWORK LOCATION SERVICES AGREEMENT**

ATTACHMENT G – PROGRAM COMPENSATION

LUMPKIN COUNTY SENIOR CENTER, GA

**ACTIVE&FIT DIRECT FITNESS NETWORK LOCATION:
A Product of Active&Fit®**

The following compensation rate is for the Active&Fit Direct Program:

Benefit Program	Network	Standard Compensation Rate	Maximum Number of Visits Compensated Per Month	Monthly Compensation Maximum
Active&Fit Direct	Standard or Premium	NA	NA	NA

**ACTIVE&FIT NOW FITNESS NETWORK LOCATION:
A Product of Active&Fit®**

The following compensation rate is for the Active&Fit Now Program:

Benefit Program	Network	Standard Compensation Rate	Maximum Number of Visits Compensated Per Month	Monthly Compensation Maximum
Active&Fit Now	Standard or Premium	NA	NA	NA

Signature: _____



Lumpkin County, Georgia

Special Projects

Date:	December 19, 2023
Agenda Item:	Pine Tree Way Right of Way Transfer to City of Dahlonega (<i>Special Projects Manager Charles Trammell</i>)
Item Description:	Transfer right of way on Pine Tree Way to the City of Dahlonega.
Facts & Historical Information:	In September 2022, Don Michael Cottrell executed a deed of Right of Way to Lumpkin County for the purpose of regrading and widening Pine Tree Way. This was leading to a Rec, Center being constructed by Lumpkin County Government and a new Elementary School being built by the Lumpkin County Board of Education. The work on this road was being done by Lumpkin County under a signed agreement with the City of Dahlonega. The county was to perform the work and upon completion the county would transfer to the right of way to the city. The as built plans were submitted to the city when the project was complete along with a letter turning the maintenance of this road over to them. It's time to transfer the right of way.
Potential Courses Of Action:	A) Transfer the deeds over to the City of Dahlonega B) Do nothing
Budget Impact:	There will be no impact on the budget.
Staff Recommendation:	Course of Action A.

After recording return to:
City of Dahlonega
465 Riley Rd
Dahlonega, Georgia 30533

Re: **Pine Tree Way**

RIGHT OF WAY DEED

STATE OF GEORGIA,
LUMPKIN COUNTY.

THIS INDENTURE, made this ____ day of December, 2023, between **LUMPKIN COUNTY**, a political subdivision of the State of Georgia, as Grantor, and **CITY OF DAHLONEGA**, a municipal corporation of the State of Georgia, as Grantee.

WITNESSETH that, for and in consideration of the sum of One Dollar (\$1.00) in hand paid, the Grantor does grant and convey unto the Grantee, its successors and assigns, the following described property:

ALL THAT TRACT OF LAND lying and being in Land Lots 998 & 1033 of the 12th District, 1st Section of Lumpkin County, being in the City of Dahlonega, Georgia, and being more particularly described as follows:

Commencing at the Point of Beginning, a 5/8" iron pin set at the north east corner of the existing 40' right of way for Pinetree Way; thence North 70°48'35" West, a distance of 469.71 feet along the existing right of way of Pinetree Way; thence North 19°11'25" East, a distance of 20.00 feet; thence South 70°48'35" East, a distance of 469.83 feet; thence South 19°31'14" West, a distance of 20.00 feet to the Point of Beginning. Containing 0.2157 Acres, more or less.

Page Two
Right of Way Deed
Re: Pine Tree Way

To have and to hold the bargained premises unto Grantee, its successors and assigns forever, in Fee Simple.

Grantor will warrant and defend the title to the bargained premises unto Grantee, its successors and assigns, against all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has executed this deed the day and year above written.

LUMPKIN COUNTY

BY:

_____(SEAL)

Chris Dockery, Chairman

Attest:

_____(SEAL)

Melissa Z. Witcher, Lumpkin County Clerk

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public
Commission expires:

N/F COTTRELL, DON MICHAEL
LL 998 1033 LD 12-1
LUMPKIN CO PARCEL # 079-074



N19°11'25"E
20.00'

S70°48'35"E 469.83'

PROPOSED 20' ROW
0.2157 AC.
N70°48'35"W 469.71'
PINETREE WAY 40' R/W, 20' ASPHALT

S19°31'14"W
20.00'

EXISTING
40' ROW

POB

SKETCH OF PROPOSED RIGHT OF WAY
PINETREE WAY

SCALE: 1"=50'

D2022005604
BK:1574 PG:135-136

FILED IN OFFICE
CLERK OF COURT
09/23/2022 12:36 PM
RITA HARKINS, CLERK
SUPERIOR COURT
LUMPKIN COUNTY, GA



REAL ESTATE
TRANSFER TAX
PAID: \$0.00

PT-61 093-2022-002316

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

3433540228
PARTICIPANT ID

Re: **Pine Tree Way**

RIGHT OF WAY DEED

STATE OF GEORGIA,
LUMPKIN COUNTY.

THIS INDENTURE, made this 22nd day of September, 2022, between **Don Michael Cottrell**, as Grantor, and **LUMPKIN COUNTY**, a political subdivision of the State of Georgia, as Grantee.

WITNESSETH that, for and in consideration of the sum of One Dollar (\$1.00) in hand paid, the Grantor does grant and convey unto the Grantee, its successors and assigns, the following described property:

ALL THAT TRACT OF LAND lying and being in Land Lots 998 & 1033 of the 12th District, 1st Section of Lumpkin County, being in the City of Dahlonega, Georgia, and being more particularly described as follows:

Commencing at the Point of Beginning, a 5/8" iron pin set at the north east corner of the existing 40' right of way for Pinetree Way; thence North 70°48'35" West, a distance of 469.71 feet along the existing right of way of Pinetree Way; thence North 19°11'25" East, a distance of 20.00 feet; thence South 70°48'35" East, a distance of 469.83 feet; thence South 19°31'14" West, a distance of 20.00 feet to the Point of Beginning. Containing 0.2157 Acres, more or less.

For the same consideration, Grantor herein releases Lumpkin County from any claim of damage arising on account of the maintenance of the right of way herein conveyed.

Page Two
Right of Way Deed
Re: Pine Tree Way

To have and to hold the bargained premises unto Grantee, its successors and assigns forever, in Fee Simple.

Grantor will forever warrant and defend the title to the bargained premises unto Grantee, its successors and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal the day and year above written.

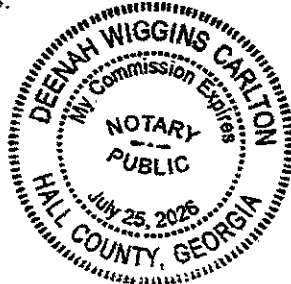

9-22-22 (SEAL)
Don Michael Cottrell

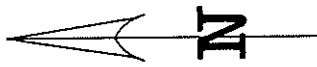
Signed, sealed and delivered
in the presence of:

Vivian Lynn Cottrell
Power of Attorney / Agent


Unofficial Witness

Deenah Wiggins Carlton 9-22-22
Notary Public
Commission expires:
7-25-26





N/F COTTRELL, DON MICHAEL
LL 998 1033 LD 12-1
LUMPKIN CO PARCEL # 079-074

N19°11'25"E
20.00'

S70°48'35"E 469.83'

PROPOSED 20' ROW
0.2157 AC.

PINETREE WAY 40' R/W, 20' ASPHALT

S19°31'14"W
20.00'

POB

EXISTING
40' ROW

SKETCH OF PROPOSED RIGHT OF WAY
PINETREE WAY

SCALE: 1"=50'



Lumpkin County, Georgia

County Manager

Date:

December 19, 2023

Agenda Item:

Position of Public Works Director (*County Manager Alan Ours*)

Item Description:**Facts & Historical Information:**

In 2022 the Division Director of Public Works and Planning resigned to take a job in the private sector. A decision was made at the time to not fill the position and monitor over the next year whether or not the position was needed. After a year of monitoring it has been determined that the position of Public Works Director is in fact needed. The administrative and project oversight related to TSPLOST and public works projects has created a burden for existing staff who are not able to devote their full attention to all of their duties. In addition, an emphasis needs to be placed on being proactive with road projects and not always be in a reactive posture. A Public Works Director will be tasked with being progressive with projects. As the County continues to grow and increases in population a public works director can assist with pro-active planning for intersection improvements as well as other ways to accommodate increased traffic. The position of Public Works Director would not be classified as a "Division Director", but would be classified as a department head.

Potential Courses Of Action:

- A. Approve the creation of the position of Public Works Director and authorize funding for the position effective January 1, 2024
- B. Take no action

Budget Impact:

The estimated annual cost of the position, which includes salary and benefits is \$106,770. It is estimated that 30% or \$32,031 of the cost can be paid from TSPLOST with the remaining 70% or \$74,739 to come from the General Fund.

Staff Recommendation:



Lumpkin County, Georgia

JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

Director, Public Works

Department: Planning

Pay Grade: 117

FLSA Status: Exempt

JOB SUMMARY

The Public Works Director is responsible for the management of Roads and Bridges, TSPLOST program, Fleet Maintenance, Transit and Recycling

ESSENTIAL JOB FUNCTIONS

- Manages personnel and activities for departments
- Prepares annual budget for each department
- Monitors expenditures and revenues and approves invoices
- Directs the maintenance of county-maintained roads, bridges and rights-of-way
- Provides oversight for the repair and maintenance of county vehicles and equipment
- Obtains right-of-way needed for county projects
- Recruits, selects, trains, assigns, directs, supervises, evaluates and disciplines personnel
- Assesses and monitors county road infrastructure to provide adequate levels of public service
- Responds to and resolves difficult and sensitive inquiries and complaints
- Coordinate annually with utility providers that serve Lumpkin County to establish and maintain relationships and contingency planning that are critical during crisis situations
- Required to serve in the Emergency Operations Center when it is activated
- Attends Board of Commissioner Meetings
- Performs other related duties as assigned

QUALIFICATIONS

Education and Experience:

Requires a Bachelor's degree from an accredited college or university or equivalent and seven (7) years of related experience, or an equivalent combination of education and experience. re

Licenses or Certifications:

- Possession of or ability to readily obtain a valid driver's license issued by the State of Georgia for the types of vehicles or equipment operated.

Special Requirements:

None.

Knowledge, Skills and Abilities:

- Knowledge of county ordinances, policies, and procedures.
- Knowledge of modern office practices and procedures.
- Knowledge of Microsoft Office (Word, Excel, PowerPoint, and other similar programs).
- Skill in planning and organizing work.
- Skill in using highly technical computer applications, such as GIS or CAD.
- Skill in interpersonal relations.
- Skill in the use small office equipment, including copy machines or multi-line telephone systems.
- Skill in using computers for data entry, word processing, and/or accounting purposes.
- Ability to organize and communicate effectively.
- Ability to work independently with minimal supervision.
- Ability to establish and maintain effective working relationships and communicate effectively with citizens, the general public, and other employees.

PHYSICAL DEMANDS

The work is light which requires exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force frequently or constantly to lift, carry, push, pull or otherwise move objects. Work also requires fingering, hearing, mental acuity, repetitive motion, speaking, standing, talking, visual acuity, and walking.

WORK ENVIRONMENT

Work is typically performed in a safe, secure, and stable environment. Work requires decision making that could lead to major community or organizational consequences if this position fails to make the appropriate decision at the time.

Lumpkin County has the right to revise this job description at any time. This description does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

Equal Opportunity Employer Lumpkin County, Georgia does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or military service in employment or the provision of services.