



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

January 16, 2024
6:00 PM

- **CALL TO ORDER**
- **INVOCATION**
- **CONSIDERATION OF AGENDA**
- **PUBLIC COMMENTS (Agenda Specific)**
- **CONSIDERATION OF MINUTES**
 1. Board of Commissioners - Joint Special Called Meeting - December 4, 2023 4:00 PM
 2. Board of Commissioners - Work Session - December 5, 2023 4:00 PM
 3. Board of Commissioners - Public Hearing - December 5, 2023 4:30 PM
 4. Board of Commissioners - Work Session II - December 19, 2023 5:30 PM
 5. Board of Commissioners - Regular Meeting - December 19, 2023 6:00 PM
- **RESOLUTIONS**
 6. 2024-01 Approve a 2026 SPLOST IGA & Authorize the Chairman to Execute the Agreement on Behalf of the County (*County Attorney Joy Edelberg*)
 7. 2024-02 Call for Election to Continue SPLOST (*County Attorney Joy Edelberg*)
 8. 2024-03 Appoint/Reappoint Members to Lumpkin County Public Building Authority - *W. Frank Youngblood to Seat 3, and Greg Trammell to Seat 4, both with terms expiring 02/21/2027 and Ross Shirley to Seat 5, of an unexpired term ending 02/21/2026*
 9. 2024-04 Appoint Member to Board of Tax Assessors - *Deborah Armstrong to Seat 5, of an unexpired term ending June 30, 2025*
 10. 2024-05 Set Qualifying Fees - Candidates Seeking Election to Certain Offices (*Registrar & Elections Supervisor Robin McIntosh*)
- **REPORTS**

County Department reports can be viewed on www.lumpkincounty.gov
- **ELECTED OFFICIALS**
- **CONTRACTS/AGREEMENTS**
 11. 2024-001 Mauldin & Jenkins - 2023 Audit Engagement Letter (*Finance Director Abby Branan*)
 12. 2024-002 Ambulance Billing Services Contract Renewal (*Finance Director Abby Branan*)

- **OTHER ITEMS**
 13. Election of Vice Chairman
 14. Approve Job Description for Pinetree Recreation Center (*County Manager Alan Ours*)
 15. 2019 TSPLOST 2024 Work Plan (*Finance Director Abby Branan*)
 16. 2020 SPLOST 2024 Work Plan (*Finance Director Abby Branan*)
 17. 2023 TSPLOST 2024 Work Plan (*Finance Director Abby Branan*)
- **COUNTY MANAGER**
- **COUNTY ATTORNEY**
- **COMMISSIONERS**
- **PUBLIC COMMENTS**
- **ADJOURNMENT**



Lumpkin County, Georgia

County Clerk

Date: January 16, 2024

Agenda Item: Board of Commissioners - Joint Special Called Meeting - December 4, 2023 4:00 PM

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



LUMPKIN COUNTY
Board of Commissioners
Joint Special Called Meeting Agenda
Executive Conference Room
99 Courthouse Hill
Dahlonega, GA 30533

December 4, 2023

4:00 PM

- **CALL TO ORDER**
- **CONSIDERATION OF AGENDA**
- **DISCUSS THE POSSIBLE PROJECTS FOR INCLUSION IN THE 2026 SPLOST REFERENDUM**
- **APPROVE 2026 SPLOST SALES TAX DISTRIBUTION** - Distribution is based on the 2020 US Census which has the population of the City of Dahlonega at 7,537 and the unincorporated area of Lumpkin County at 25,951 which represents a split of 22.51% and 77.49%.
- **ADJOURNMENT**

LUMPKIN COUNTY
Board of Commissioners
Joint Special Called Meeting Minutes
Executive Conference Room
99 Courthouse Hill
Dahlonega, GA 30533



December 4, 2023
4:00 PM

CALL TO ORDER

The meeting was called to order by Vice Chair Rhett Stringer at 4:00 pm. Present were Commissioners Rhett Stringer, Bobby Mayfield, and Jeff Moran. Chairman Chris Dockery and Commissioner Tucker Greene were absent.

CONSIDERATION OF AGENDA

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

DISCUSS THE POSSIBLE PROJECTS FOR INCLUSION IN THE 2026 SPLOST REFERENDUM

County Manager Alan Ours read aloud the list of proposed projects for the new SPLOST.

APPROVE 2026 SPLOST SALES TAX DISTRIBUTION - Distribution is based on the 2020 US Census which has the population of the City of Dahlonega at 7,537 and the unincorporated area of Lumpkin County at 25,951 which represents a split of 22.51% and 77.49%.

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

ADJOURNMENT

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

The meeting ended at 4:04 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

County Clerk

Date: January 16, 2024

Agenda Item: Board of Commissioners - Work Session - December 5, 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

December 5, 2023

4:00 PM

- **CALL TO ORDER**
- **PRESENTATIONS**
 1. Tourism Presentation - *Tourism Director Sam McDuffie*
 2. Chamber of Commerce Presentation - *Chamber Director Robb Nichols*
- **PROCLAMATIONS**
 3. Proclamation Recognizing Dr. Mac McConnell ***Ratify***
 4. Proclamation Recognizing Dr. Rob Brown
- **MINUTES**
 5. Board of Commissioners - Work Session - November 7, 2023 4:00 PM
 6. Board of Commissioners - Appeal Hearing - November 7, 2023 4:30 PM
 7. Board of Commissioners - Work Session II - November 21, 2023 5:30 PM
 8. Board of Commissioners - Regular Meeting - November 21, 2023 6:00 PM
- **RESOLUTIONS**
 9. 2023-59 Amend Chapter 1, Section 1-2 Definition of Computation in Time (*Community & Economic Development Director Rebecca Mincey*)
 10. 2023-60 Appoint Member to Board of Assessors - *Deborah Armstrong to Seat 5, with a term expiring 06/30/2025*
 11. 2023-61 Resolution to Amend the Restrictions on the Use of Sound Amplifying Equipment Ordinance (*County Manager Alan Ours*)
 12. 2023-62 Resolution to Reappoint a Personnel Hearing Officer and Alternate Hearing Officer (*County Attorney Joy Edelberg*)
 13. 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. ***Work Session II*** (*Community & Economic Development Director Rebecca Mincey*)
 14. 2023-64 Appoint Member to Board of Health - *Carrie Sisk as the Consumer Advocate, with a term expiring 12/31/2029*
- **CONTRACTS/AGREEMENTS**
 15. 2023-110 Halls Mill Enterprises LLC d/b/a Chestatee River Adventures c/o Rhett Stringer – Canoe Launch Sublease Renewal (*County Clerk Melissa Witcher*)

16. 2023-111 Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben LaChance – Canoe Launch Sublease Renewal (*County Clerk Melissa Witcher*)
17. 2023-112 Lumpkin County Veterans Affairs Committee Vietnam Memorial Request (*Bill Poole*)
18. 2023-113 McCormick Solutions Maintenance Services Contract (*Chief Tax Appraiser Danny Ziemer*)
19. 2023-114 Classic Cleaners – 2024 Lease (*Special Projects Director Ashley Peck*)
20. 2023-115 Inmate Food Services Contract – Agape Food Service (*Sheriff Stacy Jarrard*)
21. 2023-116 CD 451 Amendment to NTIA Financial Assistance Award (*Community & Economic Development Director Rebecca Mincey*)
22. 2023-117 Tourism Service Contract with the Dahlonega-Lumpkin County Visitors Bureau (*Finance Director Abby Branan*)
23. 2023-118 CJCC VOCA (Victims of Crime Act) - MOA (*Finance Director Abby Branan*)
24. 2023-119 Central Square GA GEARS Interface - Accident Reporting System (*Sheriff Stacy Jarrard*)
25. 2023-120 Deanna Specialty Transportation, Inc. SFY 2024 – Agreement for Congregate Transportation (*Senior Center Manager Linda Kirkpatrick*)
26. 2023-121 Yahoola Creek Reservoir Construction of Road, Parking Lot, Pavilion, and Restrooms - Falcon Design Proposal (*County Manager Alan Ours*)
27. 2023-122 Lumpkin County Senior Center – American Specialty Health Fitness, Inc. – Fitness Network Location Services Agreement (*Senior Center Manager Linda Kirkpatrick*)

- **OTHER ITEMS**

28. Pine Tree Way Right of Way Transfer to City of Dahlonega (*Special Projects Manager Charles Trammell*)
29. 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 Dahlonega 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 Dahlonega
2024-34 Ghanshyam Patel/Jay Jalarajji, 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 COMMENT (Agenda Specific)**
- **ADJOURNMENT**

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



December 5, 2023
4:00 PM

CALL TO ORDER

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

PRESENTATIONS

1. Tourism Presentation - *Tourism Director Sam McDuffie*

Commissioner Mayfield commended Mr. McDuffie for his good work as Tourism Director.

2. Chamber of Commerce Presentation - *Chamber Director Robb Nichols*

PROCLAMATIONS

3. Proclamation Recognizing Dr. Mac McConnell *Ratify*

4. Proclamation Recognizing Dr. Rob Brown

MINUTES

5. Board of Commissioners - Work Session - November 7, 2023 4:00 PM

6. Board of Commissioners - Appeal Hearing - November 7, 2023 4:30 PM

7. Board of Commissioners - Work Session II - November 21, 2023 5:30 PM

8. Board of Commissioners - Regular Meeting - November 21, 2023 6:00 PM

RESOLUTIONS

9. 2023-59 Amend Chapter 1, Section 1-2 Definition of Computation in Time (*Community & Economic Development Director Rebecca Mincey*)

The proposed resolution will correct the definition of *Computation of time* 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.

10. 2023-60 Appoint Member to Board of Assessors - *Deborah Armstrong to Seat 5, with a term expiring 06/30/2025*

11. 2023-61 Resolution to Amend the Restrictions on the Use of Sound Amplifying Equipment Ordinance (*County Manager Alan Ours*)

A Resolution to amend Chapter 32, Section 32-4 of the Lumpkin County Code of Ordinances regarding the use of sound amplifying equipment.

Chairman Dockery invited Chad Edwardson and Chris Smith to speak about their findings relating to decibel measurements near event venues. They visited a site to take some readings, but they will need to collect more data. They have inquired with the venue about upcoming event dates so they can take measurements when there will be amplified music playing. Mr. Edwardson said they met with the venue owner and gave some suggestions to help mitigate the noise, such as making changes to the placement of DJs and bands.

Commissioner Mayfield said to keep in mind there is more than one venue causing issues. It has been a few years since the amplified noise ordinance was implemented, so venues need to comply or face increasing consequences. Chairman Dockery said voluntary compliance is the goal. He read aloud the proposed amendment to the noise ordinance.

12. 2023-62 Resolution to Reappoint a Personnel Hearing Officer and Alternate Hearing Officer (County Attorney Joy Edelberg)

13. 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. Work Session II (Community & Economic Development Director Rebecca Mincey)

Commissioner Mayfield thanked Planning & Development Director Rebecca Mincey for her assistance in explaining the proposed ordinance revisions.

14. 2023-64 Appoint Member to Board of Health - Carrie Sisk as the Consumer Advocate, with a term expiring 12/31/2029

CONTRACTS/AGREEMENTS

15. 2023-110 Halls Mill Enterprises LLC d/b/a Chestatee River Adventures c/o Rhett Stringer – Canoe Launch Sublease Renewal (County Clerk Melissa Witcher)

Recommendation on renewing contract with Chestatee River Adventures for use of the Chestatee River Access Park.

Commissioner Stringer recused himself from all discussion on this item and the following item (#16), and offered to leave the room if the other Commissioners so desired.

16. 2023-111 Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben LaChance – Canoe Launch Sublease Renewal (County Clerk Melissa Witcher)

Recommendation on renewing contract with Canoe Georgia for use of the Chestatee River Access Park.

17. 2023-112 Lumpkin County Veterans Affairs Committee Vietnam Memorial Request (Bill Poole)

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

Bill Poole, Chairman of the Veterans Affairs Committee, gave an update on the Vietnam War Memorial. He said they have raised \$26,366 and need to make a commitment to secure the granite slab. The Commissioners were in agreement for him to move forward with the purchase.

18. 2023-113 McCormick Solutions Maintenance Services Contract (Chief Tax Appraiser Danny Ziemer)

This is a renewal contract with McCormick Solutions to continue to appraise and maintain all commercial and industrial properties.

19. 2023-114 Classic Cleaners – 2024 Lease (Special Projects Director Ashley Peck)

Annual renewal of lease at 235 E. Main Street.

20. 2023-115 Inmate Food Services Contract – Agape Food Service (Sheriff Stacy Jarrard)

To provide three hot meals a day for seven days a week for current inmate population.

21. 2023-116 CD 451 Amendment to NTIA Financial Assistance Award (Community & Economic Development Director Rebecca Mincey)

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.

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.

22. 2023-117 Tourism Service Contract with the Dahlonega-Lumpkin County Visitors Bureau (Finance Director Abby Branan)

23. 2023-118 CJCC VOCA (Victims of Crime Act) - MOA (Finance Director Abby Branan)

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.

24. 2023-119 Central Square GA GEARS Interface - Accident Reporting System (Sheriff Stacy Jarrard)

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).

25. 2023-120 Deanna Specialty Transportation, Inc. SFY 2024 – Agreement for Congregate Transportation (Senior Center Manager Linda Kirkpatrick)

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.

26. 2023-121 Yahoola Creek Reservoir Construction of Road, Parking Lot, Pavilion, and Restrooms - Falcon Design Proposal (County Manager Alan Ours)

27. 2023-122 Lumpkin County Senior Center – American Specialty Health Fitness, Inc. – Fitness Network Location Services Agreement (Senior Center Manager Linda Kirkpatrick)

It is requested that the Lumpkin County Board of Commissioners enter into an agreement with American Specialty Health Fitness, Inc.

OTHER ITEMS

28. Pine Tree Way Right of Way Transfer to City of Dahlonega (Special Projects Manager Charles Trammell)

Transfer right of way on Pine Tree Way to the City of Dahlonega.

29. 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

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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.

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

Commissioner Mayfield said our new Park & Rec Manager is off to a great start.

PUBLIC COMMENT (Agenda Specific)

Chairman Dockery thanked everyone for attending and was pleased with the high citizen turnout.

Sheriff Jarrard made comments about the proposed amendment to the noise ordinance, and he said he has always been in support of having a noise ordinance. He was concerned that warning the venue ahead of time about taking decibel readings would make them artificially lower noise levels. He also observed that not every venue has been a source of complaints; there are a couple that seem to have repeated issues. Sheriff Jarrard said perhaps we need to institute another step of punishment relating to their business license, or something similar.

Chairman Dockery said part of the problem is that what is considered a nuisance by one person might not be a nuisance to someone else. That is why they avoided using decibel limits in the original noise ordinance and instead limited it to amplified sound. However, he does think it is unrealistic for people to play loud music in residential areas at night. Sheriff Jarrard informed him that the next big issue will be drones. He has already begun having complaints about drones flying over people's houses, but there aren't yet many laws about personal drones.

Citizen Dee Dyer spoke about the excessive noise coming from the event venue near her house. She thumped her fist against the podium repeatedly and said if we had to endure that continuous beating during the entire meeting, it would affect us. She said it is the same having to listen to it for the past ten years at her house. She said the problem is not just at her house, it affects Hightower Road, Rider Mill Road, Oak Grove Road, and the surrounding roads. Ms. Dyer said asking politely is not going to get them to stop. She asked Sheriff Jarrard if there was any law that would allow him to stop it, and he said there is no state law regulating the noise coming from event venues.

Kim Massey said the excessive noise coming from event venues can affect property values, and property is the biggest asset that many citizens have.

ADJOURNMENT

The meeting was adjourned at 4:41 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

County Clerk

Date: January 16, 2024

Agenda Item: Board of Commissioners - Public Hearing - December 5, 2023 4:30 PM

Item Description:

Facts & Historical Information:

Potential Courses Of

Action:

Budget Impact:

Staff Recommendation:



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

December 5, 2023

4:30 PM

- **CALL TO ORDER**
- **Presentations of draft revisions to Chapter 26 - LAND DEVELOPMENT**
 - Sec. 26-59. - Classes of subdivisions.
 - Sec. 26-61. Class II subdivision. Sec.
 - 26-68. Exemptions.
 - Sec. 26-191. - Easements.
 - Sec. 26-253. Building setback lines.
- **PUBLIC COMMENT**
- **ADJOURNMENT**

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



December 5, 2023
4:30 PM

CALL TO ORDER

The meeting was called to order at 4:56 pm. Present were Chairman Chris Dockery and Commissioners Tucker Greene, Bobby Mayfield, Rhett Stringer, and Jeff Moran.

Presentations of draft revisions to Chapter 26 - LAND DEVELOPMENT

Sec. 26-59. - Classes of subdivisions.

Sec. 26-61. Class II subdivision.

Sec. 26-68. Exemptions.

Sec. 26-191. - Easements.

Sec. 26-253. Building setback lines.

PUBLIC COMMENT

Special Projects Manager Charles Trammell said lately he has seen a lot of people installing excessively long driveway culvert pipes. When they are that narrow and long, they end up getting blockages and are impossible to unblock. He recommended that the County implement some kind of regulation about the pipe sizes to prevent this issue.

Citizen Cassie Edward asked about how the agenda packet documents can be viewed online. She then asked about old subdivisions that were approved but never built out. Would they be grandfathered in, or would they be required to follow these updated regulations? Chairman Dockery said judging from past experience, we would not be able to make regulations retroactive.

Citizen Brian Hollis complimented Ms. Mincey on the presentation. He asked if the proposed ordinance changes define what a vehicle is as it relates to recreation easements. Does it include ATVs or is it just cars and trucks? He expressed some concerns about safety if an ATV was allowed in the same place that people might be walking or riding bikes. Chairman Dockery said he was unsure if we could prevent ATV use on easements, as the state just voted to allow ATVs on county roads (as long as they purchase a tag). However, we may have to look into that definition.

Rebecca Mincey said she believes that "vehicle" might be defined somewhere in the Code of Ordinances, but she will have to take some time to look into it. Commissioner Stringer said to him, anything motorized should be considered a vehicle. Chairman Dockery said we will have to decide what the intent is; do we want to restrict it to non-motorized traffic only, or not? Commissioner Moran also said we have to consider elderly people who might want to use a golf cart. Chairman Dockery said it wouldn't be feasible to send out code enforcement to see if people are using bikes or ATVs, and we will just need to clarify what the definition of vehicle is. The County Attorney, Joy Edelberg, said that the Code defines vehicles as devices that can be operated on a public highway. Since the state now allows ATVs on county roads, "public highway" would include ATVs.

Brian Hollis then brought up section 26.253 about the Planning Director's discretion to reduce setbacks by 25% with just reason. He asked if there would be a process in place to protect the director from the perception of impropriety to ensure decisions are made fairly? Also, can the power to reduce setbacks be delegated to any other employee? Chairman Dockery said flexibility is important, and we will have to document what "just reason" means to ensure consistency, and it should be documented with the permit. Rebecca Mincey elaborated on the language and said the director cannot reduce the setback if it will significantly affect a neighboring landowner; it is similar to the standards of a variance. She is unaware of that power being able to be delegated.

Mr. Hollis then asked if an aggrieved party could initiate an appeal for a variance request, and Ms. Mincey said the aggrieved party does not initiate an appeal. Citizen Robin Hall said as far as an aggrieved party appealing, there is a stumbling block in the Code. If someone wants to start an appeal, they have to get a written statement from the landowner. Mr. Hall said that is like asking turkeys to vote for Thanksgiving. Chairman Dockery said we can look into the appeal initiation process for future changes.

Citizen Karen Ramsland asked for some clarification on the proposed setback changes in Class I and Class II subdivisions. Chairman Dockery discussed at length how setback sizes can vary based on different factors, mainly safety. Setbacks can differ whether the house is located in or outside of a subdivision, and it can differ based upon the speed limit of the access road. The larger an easement, the less use you will have for your land. Rebecca Mincey made some comments about how the type of road can affect the size of the setback, and they could look at possibly implementing that into the changes.

Citizen Tony Nunley asked some questions about subdividing over time and how that would affect easements. He was concerned someone would come in with the minimum standards to get their foot in the door, and then start cramming a bunch of houses on a tiny road. Chairman Dockery said they would look to prevent that in the proposed changes.

Citizen Anita Anderson-Spangler said she was born and raised here, and she recently returned after a long hiatus. She asked if meetings could be held at a later time in the evening, and she also requested for them to be livestreamed. She said we want more people to participate.

Chairman Dockery said the voting meetings are held at 6:00 pm, but work sessions are usually held before 5:00 pm to avoid having to pay so many staff for overtime. As far as filming, citizens are allowed and encouraged to film meetings if they wish. The problem from a county perspective is archiving the footage. If we recorded meetings, the clerks would have to store all of the film and ensure it could always be viewed in the future. However, the Chairman said it has been discussed in the past and he is not opposed to doing something like Facebook Live.

Chairman Dockery then recapped his notes from all of the citizens' comments.

ADJOURNMENT

The meeting was adjourned at 5:59 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

County Clerk

Date: January 16, 2024

Agenda Item: Board of Commissioners - Work Session II - December 19, 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

December 19, 2023
5:30 PM

- **CALL TO ORDER**
- **PROCLAMATIONS**
 1. Proclamation Recognizing Dr. Mac McConnell ***Ratify***
 2. Proclamation Recognizing Dr. Rob Brown ***Ratify***
- **CONSIDERATION OF MINUTES**
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 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*)
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 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
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2024-35 Craig Stansberry/The Grille at Iron Mountain
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- **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



December 19, 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, Rhett Stringer, and Jeff Moran.

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
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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*)

The proposed resolution will correct the definition of *Computation of time* 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.

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*)

A Resolution to amend Chapter 32, Section 32-4 of the Lumpkin County Code of Ordinances regarding the use of sound amplifying equipment.

Commissioner Greene asked if Chris Smith and Chad Edwardson had gotten any more decibel measurements since the last meeting. Chairman Dockery said they did have a meeting with one of the venues, but were not able to take any measurements due to the weather.

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*)
Rebecca Mincey, Director of Planning & Community Development, summarized the changes made to the proposed ordinance since the last meeting. For the culvert design regulations in section 25-275, the Chairman suggested adding the specification of four feet between sections to allow for cleanout, rather than leaving the size unspecified.

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

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)

Recommendation on renewing contract with Chestatee River Adventures for use of the Chestatee River Access Park.

Chairman Dockery asked if any of the Commissioners desired for Commissioner Stringer to leave the room for this item or the next.

14. 2023-111 Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben LaChance – Canoe Launch Sublease Renewal (County Clerk Melissa Witcher)

Recommendation on renewing contract with Canoe Georgia for use of the Chestatee River Access Park.

15. 2023-112 Lumpkin County Veterans Affairs Committee Vietnam Memorial Request (Bill Poole)

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

16. 2023-113 McCormick Solutions Maintenance Services Contract (Chief Tax Appraiser Danny Ziemer)

This is a renewal contract with McCormick Solutions to continue to appraise and maintain all commercial and industrial properties.

17. 2023-114 Classic Cleaners – 2024 Lease (Special Projects Director Ashley Peck)

Annual renewal of lease at 235 E. Main Street.

18. 2023-115 Inmate Food Services Contract – Agape Food Service (Sheriff Stacy Jarrard)

To provide three hot meals a day for seven days a week for current inmate population.

19. 2023-116 CD 451 Amendment to NTIA Financial Assistance Award (Community & Economic Development Director Rebecca Mincey)

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.

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)
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.

22. 2023-119 Central Square GA GEARS Interface - Accident Reporting System (Sheriff Stacy Jarrard)

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).

23. 2023-120 Deanna Specialty Transportation, Inc. SFY 2024 – Agreement for Congregate Transportation (Senior Center Manager Linda Kirkpatrick)

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.

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)

It is requested that the Lumpkin County Board of Commissioners enter into an agreement with American Specialty Health Fitness, Inc.

OTHER ITEMS

26. Pine Tree Way Right of Way Transfer to City of Dahlonega (Special Projects Manager Charles Trammell)
Transfer right of way on Pine Tree Way to the City of Dahlonega.

27. Position of Public Works Director (County Manager Alan Ours)

ALCOHOLIC BEVERAGE LICENSE RENEWALS

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COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

Work Session II
December 19, 2023

ADJOURNMENT

The meeting was adjourned at 5:49 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

County Clerk

Date: January 16, 2024

Agenda Item: Board of Commissioners - Regular Meeting - December 19, 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

December 19, 2023
6:00 PM

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- **INVOCATION**
- **CONSIDERATION OF AGENDA**
- **PUBLIC COMMENTS (Agenda Specific)**
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- **REPORTS**

County Department reports can be viewed on www.lumpkincounty.gov
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- **COUNTY MANAGER**
- **COUNTY ATTORNEY**
- **COMMISSIONERS**
- **PUBLIC COMMENTS**
- **ADJOURNMENT**

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



December 19, 2023
6:00 PM

CALL TO ORDER

The meeting was called to order at 6:04 pm. Present were Chairman Chris Dockery and Commissioners Tucker Greene, Bobby Mayfield, Rhett Stringer, and Jeff Moran.

INVOCATION

CONSIDERATION OF AGENDA

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

PUBLIC COMMENTS (Agenda Specific)

PROCLAMATIONS

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

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

2. Proclamation Recognizing Dr. Rob Brown **Ratify**

Motion: Commissioner Mayfield moved to ratify the proclamation and was approved by Commissioner Greene. The motion was approved and carried.

CONSIDERATION OF MINUTES

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Motion: Commissioner Moran moved to approve the minutes by acclamation, and he was seconded by Commissioner Stringer. The motion was approved and carried.

RESOLUTIONS

7. 2023-59 Amend Chapter 1, Section 1-2 Definition of Computation in Time (Community & Economic Development Director Rebecca Mincey)

The proposed resolution will correct the definition of *Computation of time* 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.

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

8. 2023-60 Appoint Member to Board of Assessors - Deborah Armstrong to Seat 5, with a term expiring 06/30/2025

Motion: Chairman Dockery moved to appoint Deborah Armstrong to Seat 5 with a term expiring 6/30/2025. Commissioner Moran seconded the motion, which was approved and carried.

9. 2023-61 Resolution to Amend the Restrictions on the Use of Sound Amplifying Equipment Ordinance (County Manager Alan Ours)

A Resolution to amend Chapter 32, Section 32-4 of the Lumpkin County Code of Ordinances regarding the use of sound amplifying equipment.

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

Commissioner Mayfield stated that this is a measured step to encourage people to do the right thing, and it will be important for us to check to make sure they are complying.

10. 2023-62 Resolution to Reappoint a Personnel Hearing Officer (County Attorney Joy Edelberg)

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

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)

Chairman Dockery read aloud the changes they had made to the resolution.

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

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

Motion: Chairman Dockery moved to appoint Carrie Sisk as the consumer advocate with a term expiring 12/31/2029. Commissioner Mayfield seconded the motion, which was approved unanimously.

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)

Recommendation on renewing contract with Chestatee River Adventures for use of the Chestatee River Access Park.

Motion: Commissioner Mayfield moved to approve the contract and was seconded by Commissioner Greene. The motion was approved by Commissioners Tucker Greene, Bobby Mayfield, and Jeff Moran. Commissioner Stringer recused himself.

14. 2023-111 Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben LaChance – Canoe Launch Sublease Renewal (County Clerk Melissa Witcher)

Recommendation on renewing contract with Canoe Georgia for use of the Chestatee River Access Park.

Motion: Commissioner Mayfield moved to approve the contract and was seconded by Commissioner Moran. The motion was approved by Commissioners Tucker Greene, Bobby Mayfield, and Jeff Moran. Commissioner Stringer recused himself.

15. 2023-112 Lumpkin County Veterans Affairs Committee Vietnam Memorial Request (Bill Poole)

This is a request from the Veterans Affairs Committee to purchase a Memorial in honor of the Vietnam veterans.

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

Commissioner Mayfield commended Bill Poole for his excellent work in leading the effort for this memorial.

16. 2023-113 McCormick Solutions Maintenance Services Contract (Chief Tax Appraiser Danny Ziemer)

This is a renewal contract with McCormick Solutions to continue to appraise and maintain all commercial and industrial properties.

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

17. 2023-114 Classic Cleaners – 2024 Lease (Special Projects Director Ashley Peck)

Annual renewal of lease at 235 E. Main Street.

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

18. 2023-115 Inmate Food Services Contract – Agape Food Service (Sheriff Stacy Jarrard)

To provide three hot meals a day for seven days a week for current inmate population.

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

19. 2023-116 CD 451 Amendment to NTIA Financial Assistance Award (Community & Economic Development Director Rebecca Mincey)

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.

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

20. 2023-117 Tourism Service Contract with the Dahlonega-Lumpkin County Convention and Visitors Bureau, Inc. (Finance Director Abby Branan)

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

21. 2023-118 CJCC VOCA (Victims of Crime Act) - MOA (Finance Director Abby Branan)

The Prosecuting Attorneys' Council of Georgia (PAC) submitted VOCA grant application renewals for Base funds for the 2024 Federal Fiscal year.

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

22. 2023-119 Central Square GA GEARS Interface - Accident Reporting System (Sheriff Stacy Jarrard)

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).

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

23. 2023-120 Deanna Specialty Transportation, Inc. SFY 2024 – Agreement for Congregate Transportation (Senior Center Manager Linda Kirkpatrick)

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.

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

24. 2023-121 Yahoola Creek Reservoir Construction of Road, Parking Lot, Pavilion, and Restrooms - Falcon Design Proposal (County Manager Alan Ours)

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

Commissioner Mayfield wanted to note that this will be far more than just a mountain bike trail project.

25. 2023-122 Lumpkin County Senior Center – American Specialty Health Fitness, Inc. – Fitness Network Location Services Agreement (Senior Center Manager Linda Kirkpatrick)

It is requested that the Lumpkin County Board of Commissioners enter into an agreement with American Specialty Health Fitness, Inc.

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

OTHER ITEMS

26. Pine Tree Way Right of Way Transfer to City of Dahlonega (Special Projects Manager Charles Trammell)
Transfer right of way on Pine Tree Way to the City of Dahlonega.

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

27. Position of Public Works Director (County Manager Alan Ours)

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

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 Dahlonega 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 Dahlonega
2024-34 Ghanshyam Patel/Jay Jalaranji, 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

Motion: *Commissioner Moran moved to approve all renewals by acclamation and was seconded by Commissioner Greene. The motion was approved unanimously.*

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Mayfield reiterated that he will be following the effects of the amended noise ordinance.

Commissioner Moran thanked Charles Trammell and staff for their quick work in the installation of the "no through traffic" sign on Garnet School Road.

PUBLIC COMMENTS

ADJOURNMENT

Motion: *Commissioner Mayfield made a motion to adjourn the meeting, and he was seconded by Commissioner Moran. The motion was approved unanimously.*

The meeting ended at 6:26 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

County Attorney

Date: January 16, 2024

Agenda Item: 2024-01 Approve a 2026 SPLOST IGA & Authorize the Chairman to Execute the Agreement on Behalf of the County (*County Attorney Joy Edelberg*)

Item Description: This resolution approves and authorizes execution by the Chairman of the Board of Commissioners of an intergovernmental agreement between Lumpkin County and the City of Dahlonega for the use and distribution of proceeds from the 2026 Special Purpose Local Option Sales Tax for Capital Outlay Projects.

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2024 – 01

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF LUMPKIN COUNTY, GEORGIA APPROVING AND AUTHORIZING EXECUTION, BY THE CHAIRMAN OF THE LUMPKIN COUNTY BOARD OF COMMISSIONERS, OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY AND THE CITY OF DAHLONEGA, GEORGIA CONCERNING A COUNTY ONE PERCENT SPECIAL PURPOSE LOCAL OPTION SALES AND USE TAX ENACTED PURSUANT TO O.C.G.A. § 48-8-110 ET. SEQ.; REPEALING PRIOR RESOLUTIONS IN CONFLICT; AND FOR OTHER PURPOSES

WHEREAS, Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated (the “Sales and Use Tax Act”) authorizes the imposition of a county-wide one percent sales and use tax for the purpose of funding capital outlay projects and paying existing general obligation debt; and

WHEREAS, Lumpkin County, Georgia (the “County”) and the city of Dahlonega, Georgia (the “City”) have determined that it is in the best interest of the citizens of the County and the City that the Sales and Use Tax be continued in the County for the purpose of funding certain capital outlay projects (the “Projects”); and

WHEREAS, the Lumpkin County Board of Commissioners (the “Board of Commissioners”) delivered or mailed a written notice (the “Notice”) to the mayor of the City, the sole municipality located within the County, regarding the continuation of the Sales and Use Tax; and

WHEREAS, the Notice contained the date, time, place and purpose of a meeting at which the Board of Commissioners and the governing authority of the City met and discussed the possible projects for inclusion in the referendum, including municipally owned or operated projects; and

WHEREAS, the Notice was delivered or mailed at least 10 days prior to the date of the meeting, and the meeting was held at least 30 days prior to the issuance of a call for the referendum; and

WHEREAS, the County and the City desire to enter into an Intergovernmental Agreement (the “Agreement”) pursuant to the Sales and Use Tax Act and Article IX, Section III, Paragraph I(a) of the Georgia Constitution with respect to the Projects and the Sales and Use Tax; and

WHEREAS, the City is a “qualified municipality” (as defined in the Sales Tax Act); and

WHEREAS, a form of the Agreement is attached hereto as Exhibit A; and

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

Section 1. Authorization of Agreement. The execution, delivery and performance of the Agreement are hereby authorized and approved. The Agreement shall be executed by the Chairman or Vice Chairman and attested to by the Clerk or Deputy Clerk. The Agreement shall be in substantially the form attached hereto, subject to such changes, insertions or deletions as may be approved by the Chairman or Vice Chairman, and the execution of the Agreement by the Chairman or the Vice Chairman as herein authorized shall be conclusive evidence of any such approval. The Agreement is by this reference thereto incorporated herein and spread upon the minutes.

Section 2. General Authority. From and after the execution and delivery of the Agreement, the proper officers, employees and agents of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to carry out and comply with the purposes and intent of this resolution or the provisions of the Agreement.

Section 3. Ratification of Prior Acts. All acts and doings of the officers, employees and agents of the County which are in conformity with the purposes and intent of this resolution and in furtherance of the execution, delivery and performance of the Agreement are hereby ratified and approved.

Section 4. Repealer. All other resolutions, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 5. Effective Date. This resolution shall take immediate effect upon its adoption.

Adopted this 16th day of January, 2024.

LUMPKIN COUNTY BOARD OF
COMMISSIONERS

(SEAL)

By: _____
Chris Dockery, Chairman

ATTEST:

By: _____
Melissa Z. Witcher, Clerk

CLERK'S CERTIFICATE

The undersigned Clerk of Lumpkin County, Georgia (the "County") DOES HEREBY CERTIFY that the foregoing pages of typewritten matter pertaining to an Intergovernmental Agreement, constitute a true and correct copy of the Resolution adopted on January 16, 2024 by the Lumpkin County Board of Commissioners in a meeting duly called and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of such Resolution appears of record in the Minute Book of the County, which is in the undersigned's custody and control.

WITNESS my hand and the official seal of the County, this 16th day of January, 2024.

Melissa Z. Witcher, Clerk

(SEAL)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN LUMPKIN COUNTY AND THE CITY OF DAHLONEGA
FOR THE USE AND DISTRIBUTION OF PROCEEDS
FROM THE
2026 SPECIAL PURPOSE LOCAL OPTION SALES TAX
FOR CAPITAL OUTLAY PROJECTS**

THIS INTERGOVERNMENTAL AGREEMENT is dated as of January 16, 2024, and is entered into by and between LUMPKIN COUNTY, GEORGIA, a political subdivision of the State of Georgia (the “County”), and the CITY OF DAHLONEGA, the sole municipal corporation of the State of Georgia within the County (the “City”).

W I T N E S S E T H:

WHEREAS, Article IX, Section III, Paragraph I(a) of the Georgia Constitution (the “Intergovernmental Contracts Clause”) authorizes, among other things, any county, municipality or other political subdivision of the State of Georgia to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the County is authorized pursuant to O.C.G.A. Section 48-8-110 *et seq.*, as amended (the “Sales and Use Tax Act”) to levy and collect a one percent sales and use tax (the “Sales and Use Tax”) for the purpose of funding capital outlay projects (the “Projects”); and

WHEREAS, the Sales and Use Tax Act authorizes the County and the City to enter into an “intergovernmental agreement” (as defined in the Sales and Use Tax Act) pursuant to the Intergovernmental Contracts Clause in order to, among other things, identify the Projects that will be funded with the Sales and Use Tax; and

WHEREAS, the County and the City are entering into this Agreement in order to identify the Projects that will be funded with the Sales and Use Tax; and

WHEREAS, the notice and meeting requirements contained in the Sales and Use Tax Act have been satisfied.

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City DO HEREBY AGREE, as follows:

ARTICLE 1. EFFECTIVE DATE

This Agreement shall become effective upon its execution and delivery and shall continue in effect until the Sales and Use Tax terminates in accordance with the Sales and Use Tax Act and until all funds collected therefrom have been distributed in accordance with this Agreement. Notwithstanding the foregoing, this Agreement shall terminate immediately if the referendum is not passed by the voters.

ARTICLE 2. REPRESENTATIONS

The City makes the following representations as the basis for the undertakings on its part herein contained:

- (a) The City is a municipal corporation duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the City is authorized to execute, deliver and perform its obligations under this Agreement. The City has duly authorized the execution, delivery and performance of this Agreement. This Agreement is a valid, binding and enforceable obligation of the City.
- (b) No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery and performance of this Agreement by the City, except as shall have been obtained as of the date hereof.
- (c) The authorization, execution, delivery and performance by the City of this Agreement do not violate its charter, any ordinances or resolutions of the City or the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.
- (d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the City, threatened against or affecting the City (or, to the knowledge of the City, any meritorious basis therefor) (i) contesting or questioning the existence of the City or the titles of the present officers of the City to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Agreement or (B) materially adversely affect the transactions contemplated by this Agreement.
- (e) The City is not in violation of the laws or Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.
- (f) The City is a "qualified municipality" within the meaning of the Sales and Use Tax Act.

The County makes the following representations as the basis for the undertakings on its part herein contained:

(a) The County is a political subdivision duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the County is authorized to execute, deliver and perform its obligations under this Agreement. The County has duly authorized the execution, delivery and performance of this Agreement. This Agreement is a valid, binding and enforceable obligation of the County.

(b) No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery and performance of this Agreement by the County, except as shall have been obtained as of the date hereof.

(c) The authorization, execution, delivery and performance by the County of this Agreement do not violate any ordinances or resolutions of the County or the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the County, threatened against or affecting the County (or, to the knowledge of the County, any meritorious basis therefor) (i) contesting or questioning the existence of the County or the titles of the present officers of the County to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Agreement or (B) materially adversely affect the transactions contemplated by this Agreement.

(e) The County is not in violation of the laws or the Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

[Remainder of Page Intentionally Left Blank]

ARTICLE 3. **PROJECT PROVISIONS**

The City and the County agree, as follows:

(a) The Projects shall consist of “County Projects” and “City Projects.” The County Projects, the City Projects and their estimated costs are set forth below:

<u>County Projects</u>	<u>Estimated Cost</u>
Acquisition of Pinetree Recreation Center	\$6,688,062
Airport Improvements	112,500
Economic Development	250,000
Animal Shelter	2,658,000
Emergency Services	6,825,000
Parks and Recreation	1,571,000
Renovations and repairs to existing County-owned facilities	6,248,000
Recycling	750,000
Road Department Pole Barn	30,000
Information Technology	150,000
Sheriff's Office	291,438
Water and Sewer	<u>250,000</u>
Total	<u>\$25,824,000</u>

<u>City Projects</u>	<u>Estimated Cost</u>
Parking Facilities	\$ 500,000
City Hall Expansion	3,500,000
Tower Radio Read Meter System	1,200,000
Equalization Basin Wastewater Treatment Plant	1,101,560
Vehicle equipment and materials maintenance facility	<u>1,200,000</u>
Total	<u>\$7,501,560</u>

Each of the Projects may include the acquisition of land, equipment, vehicles, construction and renovation of facilities and parking areas, and other capital costs related to such Project.

(b) The County shall own and operate the County Projects. The City shall own and operate the City Projects.

(c) The County shall be responsible for paying or providing for all the costs of operating, maintaining and insuring the County Projects. The City shall be responsible for paying or providing for all the costs of operating, maintaining and insuring the City Projects.

(d) The County shall supervise or cause the supervision of the acquisition, construction and equipping of the County Projects. Unless otherwise agreed to in writing, the City shall supervise or cause the supervision of the acquisition, construction and equipping of the City Projects.

(e) The costs of the Projects set forth above are estimates based upon the estimated Sales and Use Tax collections and the needs of the County and the City at the time this Agreement is executed. The parties acknowledge that the actual Sales and Use Tax collections may vary from the estimated amounts and that the needs of the County and/or the City may change. Therefore, the County has the sole right to determine how much it will spend on the County Projects, and the City has the sole right to determine how much it will spend on the City Projects. The County and the City are not required to spend the amounts set forth above for the Projects if the Projects can be completed for a lesser amount or the actual Sales and Use Tax collections are less than estimated. Furthermore, the County and the City may spend more than the amounts set forth above for the Projects. Notwithstanding the foregoing, a Project may not be abandoned in its entirety unless the parties agree, and the provisions of the Sales and Use Tax Act are satisfied.

(f) The County may fund the County Projects in any order or priority it may deem necessary or convenient, and the City may fund the City Projects in any order or priority it may deem necessary or convenient.

ARTICLE 4. CALLING REFERENDUM

The County agrees that it will take all actions necessary to call a referendum, to be held in all the voting precincts in the County, on May 21, 2024, or on such other date as the County and the City shall mutually agree, for the purpose of submitting to the qualified voters of the County for their approval, the question of whether or not the Sales and Use Tax shall be imposed for 24 calendar quarters (six years) for the purpose of funding the Projects. The County shall pay for the costs of the referendum.

ARTICLE 5. COLLECTION TERM; DIVISION AND DISTRIBUTION OF SALES AND USE TAX

(a) By virtue of the parties' entry into this Agreement and based upon the Sales and Use Tax Act, the Sales and Use Tax shall be collected for a period of six years.

(b) The County shall receive 77.49% of the Sales and Use Tax proceeds (the "County's Portion") and the City shall receive 22.51% of the Sales and Use Tax proceeds (the "City's Portion") each year, including Sales and Use Tax proceeds collected in excess of the estimated collections of \$33,325,560. Should the City cease to exist as a legal entity before all funds are distributed under this Agreement, the City's Portion subsequent to such dissolution shall be paid to the County as part of the County's Portion unless an act of the Georgia General Assembly makes the defunct City part of another successor City. If such an act is passed, the

City's Portion shall be paid to the successor City in addition to all other funds to which the successor City would otherwise be entitled.

(c) The Sales and Use Tax shall be collected by the County and shall be deposited into a special trust fund held separate and apart from all other funds of the County (the "Sales Tax Account"). Within the Sales Tax Account, the County shall create or cause to be created two subaccounts: the "County Account" and the "City Account." Sales and Use Tax proceeds that will be used to fund County Projects shall be deposited into the County Account; and Sales and Use Tax Proceeds that will be used to fund City Projects shall be deposited into the City Account. Amounts on deposit in the City Account shall be disbursed by the County to the City once each month within 10 business days of the County's receipt thereof. Each disbursement shall be made by check unless the City provides written wire transfer instructions to the County and pays all costs associated with such wire transfer. The City shall create and maintain a separate account for the receipt and disbursement of the City's Portion of the Sales and Use Tax proceeds. The City shall not commingle the Sales and Use Tax proceeds with any other funds.

ARTICLE 6. **RECORD KEEPING**

(a) The County shall keep detailed records of the Sales Tax Account, including all of its sub-accounts, in accordance with the Sales and Use Tax Act and generally accepted accounting procedures. The City shall have the right to review and be provided copies of all such records upon request to the County; provided, however, the County must be given reasonable notice for such an inspection and any such inspection shall only be made during regular business hours at the location where records are maintained.

(b) The County and the City shall keep a record of each and every of its Projects for which the proceeds of the Sales and Use Tax are used. A schedule shall be included in each annual audit which shows for each such Project the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended in prior years and amounts expended in the current year. The auditor shall verify and test expenditures sufficient to provide assurances that the schedule is fairly presented in relation to the financial statements. The auditor's report on the financial statements shall include an opinion, or the disclaimer of an opinion, as to whether the schedule is presented fairly in all material respects in relation to the financial statements taken as a whole. In the event that either party does not comply with the requirements of this paragraph, the other party shall not be held liable in any manner for such noncompliance.

(c) Not later than 180 days following the close of each fiscal year, the County and the City shall publish annually, in a newspaper of general circulation in the boundaries of the County or the City, as applicable, and in a prominent location on the local government website, if a website is maintained, a simple nontechnical report which shows for each of its Projects the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended in prior years, amounts expended in the current year, any excess proceeds which have not been expended for a Project, estimated completion date, and the actual completion cost of a Project completed during the current year. In the case of road, street, and bridge Projects, such information shall be in the form of a consolidated schedule of the total original estimated cost,

the total current estimated cost if it is not the original estimated cost, and the total amounts expended in prior years and the current year for all such Projects and not a separate enumeration of such information with respect to each such individual road, street, or bridge Project. The report shall also include a statement of what corrective action the County or the City intends to implement with respect to a Project which is underfunded or behind schedule. In the event that either party does not comply with the requirements of this paragraph, the other party shall not be held liable in any manner for such noncompliance.

ARTICLE 7. EXCESS PROCEEDS

The County and the City do not anticipate that there will be any excess proceeds. They anticipate having Projects that need to be funded throughout the term of the Sales and Use Tax. However, in the event that the County funds all of the County Projects, the County may use its excess proceeds to pay its general obligation debt (if any) or to reduce its ad valorem taxes and in the event the City funds all of the City Projects, the City may use its excess proceeds to pay its general obligation debt (if any) or reduce its ad valorem taxes.

ARTICLE 8. MISCELLANEOUS

(a) Any controversy arising under this Agreement shall be submitted to arbitration pursuant to the provisions of O.C.G.A. Sections 9-9-1 *et seq.*, as amended (the "Arbitration Code"). Such arbitration shall in all respects be governed by the provisions of the Arbitration Code, and the parties hereto shall comply with and be governed by the provisions of the Arbitration Code.

(b) Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in nowise affect the remaining provisions of this Agreement, which said provisions shall remain in full force and effect.

(c) This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

(d) This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

(e) This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the City with respect to distribution and use of the Sales and Use Tax proceeds. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the County and the City with respect to distribution and use of the Sales and Use Tax proceeds.

(f) It is the intention of the County and the City to comply in all respects with the Sales and Use Tax Act, and all provisions of this Agreement shall be construed in light of the Sales and Use Tax Act.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed in multiple counterparts under seals as of the day and year first above written.

LUMPKIN COUNTY, GEORGIA

(SEAL)

By: _____
Chris Dockery, Chairman

Attest: _____
Melissa Z. Witcher, Clerk

CITY OF DAHLONEGA, GEORGIA

(SEAL)

By: _____
JoAnne Taylor, Mayor

Attest: _____
Mary Csukas, Clerk



Lumpkin County, Georgia

County Attorney

Date: January 16, 2024

Agenda Item: 2024-02 Call for Election to Continue SPLOST (*County Attorney Joy Edelberg*)

Item Description: This resolution calls for an election to continue a Lumpkin County Special Purpose Local Option Sales Tax (SPLOST) with the concurrence of the City of Dahlonega.

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2024 – 02

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF LUMPKIN COUNTY CONTINUING A ONE PERCENT SALES AND USE TAX AS AUTHORIZED BY ARTICLE 3 OF CHAPTER 8 OF TITLE 48 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED; SPECIFYING THE PURPOSES FOR WHICH THE PROCEEDS OF SUCH TAX ARE TO BE USED; SPECIFYING THE PERIOD OF TIME FOR WHICH SUCH TAX MAY BE IMPOSED; SPECIFYING THE ESTIMATED COST OF THE PROJECTS TO BE FUNDED FROM THE PROCEEDS OF SUCH TAX; REQUESTING THAT THE BOARD OF ELECTIONS CALL AN ELECTION OF THE VOTERS OF LUMPKIN COUNTY, GEORGIA TO APPROVE THE CONTINUATION OF SUCH SALES AND USE TAX; APPROVING THE FORM OF BALLOT TO BE USED IN SUCH ELECTION; AND FOR OTHER PURPOSES

WHEREAS, Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated (the “Sales and Use Tax Act”) authorizes the imposition of a one percent sales and use tax (the “Sales and Use Tax”) for the purpose of financing certain capital outlay projects and retiring certain general obligation debt; and

WHEREAS, Lumpkin County, Georgia (the “County”) and the City of Dahlonega, Georgia (the “City”) have determined that it is in the best interest of the citizens of the County and the City that the Sales and Use Tax be continued in the County to raise approximately \$33,325,560 for the purpose of funding (a) certain capital outlay projects of the County (the “County Projects”) and (b) certain capital outlay projects of the City of Dahlonega (the “City Projects” and together with the County Projects, the “Projects”); and

WHEREAS, the County delivered or mailed a written notice (the “Notice”) to the mayor of the City, the sole Municipality located within the County, regarding the continuation of the Sales and Use Tax; and

WHEREAS, the Notice contained the date, time, place and purpose of a meeting at which the Board of Commissioners and the governing authority of the City met and discussed the possible projects for inclusion in the referendum, including municipally owned or operated projects; and

WHEREAS, the Notice was delivered or mailed at least ten days prior to the date of the meeting, and the meeting was held at least thirty days prior to the issuance of the call of the referendum; and

WHEREAS, after such meeting, the County and the City entered into an Intergovernmental Agreement governing the use of the Sales and Use Tax proceeds (the “Agreement”).

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, and it is hereby resolved by authority of the same, as follows:

1. In order to finance the Projects, there is hereby authorized to be levied and collected within the County as provided in the Sales and Use Tax Act a Sales and Use Tax in the amount of one percent on all sales and uses in the County as provided in the Sales and Use Tax Act. As required by Section 48-8-111(a) of the Sales and Use Tax Act:

(a) The proceeds of such tax will be used to fund all or a portion of the Projects.

(b) The Projects consist of the “County Projects” and the “City Projects.” The estimated costs of the Projects are set forth below:

<u>County Projects</u>	<u>Estimated Cost</u>
Acquisition of Pinetree Recreation Center	\$6,688,062
Airport Improvements	112,500
Economic Development	250,000
Animal Shelter	2,658,000
Emergency Services	6,825,000
Parks and Recreation	1,571,000
Renovations and repairs to existing County-owned facilities	6,248,000
Recycling	750,000
Road Department Pole Barn	30,000
Information Technology	150,000
Sheriff’s Office	291,438
Water and Sewer	<u>250,000</u>
Total	<u>\$25,824,000</u>

<u>City Projects</u>	<u>Estimated Cost</u>
Parking Facilities	\$ 500,000
City Hall Expansion	3,500,000
Tower Radio Read Meter System	1,200,000
Equalization Basin Wastewater Treatment Plant	1,101,560
Vehicle equipment and materials maintenance facility	<u>1,200,000</u>
Total	<u>\$7,501,560</u>

Each of the Projects may include the acquisition of land, equipment, vehicles, construction and renovation of facilities and parking areas, and other capital costs related to such Project.

The costs of the Projects set forth above are estimates based upon the estimated Sales and Use Tax collections and the needs of the County and the City at the time this Agreement is executed. The parties acknowledge that the actual Sales and Use Tax

collections may vary from the estimated amounts and that the needs of the County and/or the City may change. Therefore, the County has the sole right to determine how much it will spend on the County Projects, and the City has the sole right to determine how much it will spend on the City Projects. The County and the City are not required to spend the amounts set forth above for the Projects if the Projects can be completed for a lesser amount or the actual Sales and Use Tax collections are less than estimated. Furthermore, the County and the City may spend more than the amounts set forth above for the Projects. Notwithstanding the foregoing, a Project may not be abandoned in its entirety unless the parties agree, and the provisions of the Sales and Use Tax Act are satisfied.

The County may fund the County Projects in any order or priority it may deem necessary or convenient, and the City may fund the City Projects in any order or priority they may deem necessary or convenient.

(c) The Sales and Use Tax is hereby authorized to be imposed for a period of six years commencing upon the expiration of the Sales and Use Tax currently in effect.

2. The Board of Elections and Registration of Lumpkin County (the "Board of Elections") is hereby requested to call an election (the "Election") to be held in all the voting precincts in the County on May 21, 2024, for the purpose of submitting to the qualified voters of the County the question set forth in the ballot referred to in paragraph 3 below.

3. The ballot to be used in the Election shall be substantially in the form set forth in the Notice of Election attached hereto as Exhibit A (the "Notice").

4. The Board of Elections is hereby requested to hold the Election in accordance with the election laws of the State of Georgia, including, without limitation, the election laws relating to special elections. The Board of Elections is hereby further requested to canvass the returns, declare the result of the Election and certify the result to the Secretary of State and to the Commissioner of Revenue.

5. The Board of Elections is hereby authorized and requested to publish (a) the Call of Election attached hereto as Exhibit B (the "Call") in the newspaper in which Sheriff's advertisements for the County are published (the "Legal Organ") as soon as practicable, but in any case at least 90 days preceding the Election and (b) the Notice in the Legal Organ once a week for four weeks immediately preceding the Election.

6. The Clerk of the Board of Commissioners is hereby authorized and directed to deliver a copy of this Resolution to the Board of Elections, with a request that the Board of Elections call the Election.

7. The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with the imposition of such Sales and Use Tax the acquisition, equipping and installation of the Projects as herein provided.

8. This Resolution shall take effect immediately upon its adoption.

Adopted this 16th day of January, 2024.

LUMPKIN COUNTY BOARD OF
COMMISSIONERS

(SEAL)

By: _____
Chris Dockery, Chairman

ATTEST:

By: _____
Melissa Z. Witcher, Clerk

EXHIBIT A

NOTICE OF ELECTION

TO THE QUALIFIED VOTERS OF LUMPKIN COUNTY, GEORGIA:

NOTICE IS HEREBY GIVEN that on May 21, 2024 an election will be held at the regular polling places in all the election districts of Lumpkin County, Georgia (the "County"), at which time there will be submitted to the qualified voters of the County for their determination the question of whether a sales and use tax of one percent shall be continued on all sales and uses in the County for a period of time of six years commencing upon the expiration of the one percent sales and use tax currently in effect and for the raising of approximately \$33,325,560 for the purpose of funding the capital outlay projects listed in the form of the ballot set forth below (the "Projects"). Each of the Projects may include the acquisition of land, equipment, vehicles, construction and renovation of facilities and parking areas, and other capital costs related to such Project.

The ballots to be used in said election shall have written or printed thereon substantially the following:

() Yes

Shall a special one percent sales and use tax be continued in Lumpkin County for a period of time of six years for the raising of approximately \$33,325,560 for the purpose of funding (a)(i) the acquisition of the Pinetree Recreation Center, (ii) airport improvements, (iii) economic development, (iv) animal shelter, (v) emergency services, (vi) parks and recreation, (vii) renovations and repairs to existing county owned facilities, (viii) recycling, (ix) road department pole barn, (x) information technology, (xi) sheriff's office and (xii) water and sewer, all for the benefit of Lumpkin County, Georgia; and (b)(i) parking facilities, (ii) city hall expansion, (iii) tower radio read meter system, (iv) equalization basin wastewater treatment plant and (v) vehicle equipment maintenance facility, all for the benefit of the City of Dahlonega, Georgia?

The several places for holding said election shall be at the regular and established voting precincts of the election districts of the County, and the polls will be open from 7:00 a.m. to 7:00 p.m. on the date fixed for the election.

The last day to register to vote in this election shall be April 22, 2024.

Those residents of the County qualified to vote at said election shall be determined in all respects in accordance with the election laws of the State of Georgia.

This notice is given pursuant to a resolution of the Board of Elections and Registration of Lumpkin County.

Election Supervisor

EXHIBIT B

NOTICE OF CALL OF ELECTION

TO THE QUALIFIED VOTERS OF LUMPKIN COUNTY

THE LUMPKIN COUNTY BOARD OF ELECTIONS AND REGISTRATION has called an election (the “Election”) on May 21, 2024, at the regular polling places in all the election districts of Lumpkin County, Georgia (the “County”). At the Election, there will be submitted to the qualified voters of the County for their determination the question of whether a sales and use tax of one percent shall be continued in the County for a period of time of six years for the purpose of funding certain capital outlay projects for the County and certain capital outlay projects for the City of Dahlonega.

The several places for holding said election shall be at the regular and established voting precincts of the election districts of the County, and the polls will be open from 7:00 a.m. to 7:00 p.m. on the date fixed for the election.

The last day to register to vote in this election shall be April 22, 2024.

Those residents of the County qualified to vote at said election shall be determined in all respects in accordance with the election laws of the State of Georgia.

This notice is given pursuant to a resolution of the Board of Elections and Registration of Lumpkin County.

Election Supervisor

CLERK'S CERTIFICATE

The undersigned Clerk of Lumpkin County, Georgia (the "County") DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the Lumpkin County Board of Commissioners on January 16, 2024, at a meeting duly called and assembled and open to the public and at which a quorum was present and acting throughout, that the original of such resolution has been inserted into the County's minute book, which is my custody and control, and that such resolution has not been modified, repealed, revoked or rescinded as of the date hereof.

WITNESS my official hand and the seal of the County, this 16th day of January, 2024.

Melissa Z. Witcher, Clerk

(SEAL)



Lumpkin County, Georgia

Board of Commissioners

Date: January 16, 2024

Agenda Item: 2024-03 Appoint/Reappoint Members to Lumpkin County Public Building Authority - *W. Frank Youngblood to Seat 3, and Greg Trammell to Seat 4, both with terms expiring 02/21/2027 and Ross Shirley to Seat 5, of an unexpired term ending 02/21/2026*

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2024 – 03

**A RESOLUTION TO APPOINT MEMBERS
TO THE
LUMPKIN COUNTY PUBLIC BUILDING AUTHORITY**

Whereas, the Board of Commissioners of Lumpkin County desires to reappoint members of the Lumpkin County Public Building Authority to serve in Seat 3 and Seat 4 whose terms will expire on February 21, 2024, and appoint a member to serve in Seat 5 for the remainder of an unexpired term;

Now therefore, it is hereby resolved that the following persons are appointed to the Lumpkin County Public Building Authority for the seats and terms provided below:

W. Frank Youngblood is reappointed to Seat 3 for a term ending February 21, 2027; and

Greg Trammell is reappointed to Seat 4 for a term ending February 21, 2027; and

Ross Shirley is appointed to Seat 5 for the remainder of a term ending February 21, 2026.

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

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners

Date: January 16, 2024

Agenda Item: 2024-04 Appoint Member to Board of Tax Assessors - *Deborah Armstrong to Seat 5, of an unexpired term ending June 30, 2025*

Item Description: The state has requested the resolution be reworded to say she is completing a term rather than filling a vacant seat.

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2024-04

A RESOLUTION TO CLARIFY THE APPOINTMENT OF A MEMBER TO THE LUMPKIN COUNTY BOARD OF TAX ASSESSORS

Whereas, the Lumpkin County Board of Commissioners appointed Deborah Armstrong as a member of the Lumpkin County Board of Tax Assessors to serve in Seat 5 by Lumpkin County Resolution No. 2023-60; and

Whereas, Deborah Armstrong was appointed to fill a seat that had become vacant due to the resignation of prior board member; and

Whereas, at the request of the Georgia Department of Revenue, the Board desires to clarify that Deborah Armstrong was appointed to Seat 5 to complete the remainder of an unexpired term;

Now, therefore, it is hereby resolved and confirmed that the Deborah Armstrong was appointed to Seat 5 to complete the remainder of a term expiring June 30, 2025; therefore, the term of Deborah Armstrong begins December 20, 2023, and expires June 30, 2025.

Resolved, adopted and effective this 16th day of January, 2023.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Election & Voter Registration

Date: January 16, 2024

Agenda Item: 2024-05 Set Qualifying Fees - Candidates Seeking Election to Certain Offices
(*Registrar & Elections Supervisor Robin McIntosh*)

Item Description:

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

Facts & Historical Information:

O.C.G.A. § 21-2-131 states that the governing authority of each county shall, no later than February 1 of any year in which a general primary, nonpartisan election or general primary is held, fix and publish the qualifying fee for each county office to be filled in the upcoming primary or election.

The code section also addresses how the qualifying fees will be set.

For salaried offices: 3% of the total gross salary of the office paid in the preceding calendar year including all supplements authorized by law.

For non-salaried offices: the fee shall not exceed 3% of the income derived from such office by the person holding the office in the preceding year.

For the office of member of the governing authority: 3% of the base salary as established by the local act. (SB 58, Section 1-6 is the local act that establishes the base salary)

For Clerk of Court, Probate Judge, Sheriff, Tax Commissioner, and Magistrate Judge: 3% of the minimum salary specified by statute.

The county offices that will need the qualifying fees set for 2024 are:

- Judge of Probate Court
- Chief Magistrate Judge
- Clerk of Superior Court
- County Commissioner, Chairperson
- County Commissioner, District 1
- County Commissioner, District 2
- Board of Education, District 1
- Board of Education, District 3
- Coroner
- County Surveyor
- Sheriff
- Tax Commissioner

Offices with 3% of the minimum salary specified by statute

2023

Office	Minimum Base Salary	Qualifying Fee
Judge of Probate	\$63,247.38	\$1,897.42
Chief Magistrate Judge	\$64,512.39	\$1,935.37
Clerk of Superior Court	\$63,247.38	\$1,897.42
Tax Commissioner	\$63,247.38	\$1,897.42
Sheriff	\$77,294.36	\$2,318.83

Governing Authority: 3% of the minimum salary established by local act

2023

Office	Post	Minimum Base Salary	Qualifying Fee
County Commissioner	Chair	\$15,000.00	\$450.00
County Commissioner	District 1	\$9,600.00	\$288.00
County Commissioner	District 2	\$9,600.00	\$288.00

Salaried Offices: 3% of the total gross salary of the office paid in the preceding calendar year including all supplements authorized by law

2023

Office	Supplements	2023 Salary	Qualifying Fee
Coroner	0.00	\$30,398.00	\$911.94

Non-salaried Offices: the fee shall not exceed 3% of the income derived from such office by the person holding the office in the preceding year.

Office	Post	2023 Income	Qualifying Fee
*County Surveyor		N/A	\$100.00
Board of Education	District 1	\$1,722.40	\$51.67

Board of Education District 3 \$1,453.28 \$43.60

*The law states that the qualifying fee for County Surveyor shall not exceed 3% of the income derived from the office by the person holding the office in the preceding year. However, the total income for the County Surveyor in 2023 was \$0.00. The total income for the County Surveyor in 2016 and 2020 was also \$0.00. In 2012 the Board of Commissioners set the qualifying fee at \$368.19. This fee was set by using 3% of the cost of insurance that the County Surveyor receives. In 2016 the Board of Commissioners did not use the cost of insurance and set the qualifying fee at \$15.00. In 2020 the Board of Commissioners set the qualifying fee at \$100.00. How this fee is set is at the discretion of the governing authority.

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2024-05

A RESOLUTION SETTING THE 2024 QUALIFYING FEES FOR CANDIDATES SEEKING ELECTION TO CERTAIN COUNTY OFFICES

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

Whereas, the Chief Registrar and Elections Manager has determined which county offices are to be filled in 2024;

Now therefore, it is hereby resolved that the qualifying fee for each county office to be filled in 2024 is hereby set according to the schedule set forth on Exhibit "A" attached hereto and incorporated herein by reference;

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

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

EXHIBIT 'A'

Office	2023 Minimum Base Salary	Qualifying Fee
Judge of Probate	\$63,247.38	\$1,897.42
Chief Magistrate Judge	\$64,512.39	\$1,935.37
Clerk of Superior Court	\$63,247.38	\$1,897.42
Tax Commissioner	\$63,247.38	\$1,897.42
Sheriff	\$77,294.36	\$2,318.83

Office	Post	2023 Minimum Base Salary	Qualifying Fee
County Commissioner	Chair	\$15,000.00	\$450.00
County Commissioner	District 1	\$9,600.00	\$288.00
County Commissioner	District 2	\$9,600.00	\$288.00

Office	2023 Supplements	2023 Salary	Qualifying Fee
Coroner	0.00	\$30,398.00	\$911.94

Office	Post	2023 Income	Qualifying Fee
County Surveyor		N/A	\$100.00
Board of Education	District 1	\$1,830.55	\$54.90
Board of Education	District 3	\$1,560.93	\$46.83



Lumpkin County, Georgia

Finance

Date: January 16, 2024

Agenda Item: 2024-001 Mauldin & Jenkins - 2023 Audit Engagement Letter (*Finance Director Abby Branan*)

Item Description: 2023 Audit engagement letter that identifies the applicable financial reporting framework, single audit standards, and the expected form and content of auditor's report.

Facts & Historical Information: The firm of Mauldin and Jenkins has been the County's external auditor since 2007. The Board chose to place this service out for proposal in 2017 and the firm of Mauldin & Jenkins was the successful proposer. This engagement letter is for the year ending December 31, 2023. The letter identifies the applicable financial reporting framework, single audit standards, and the expected form and content of the auditor's report. The engagement letter also covers what the County is expected to prepare, what will be reviewed for conformance to standards and what will be audited. This letter also covers the date of the start of audit fieldwork on February 26, 2024 and states that reports will be issued no later than June 30, 2023. Fees for landfill assurance and any other state compliance reports are billed at an hourly rate. This also covers the inclusion of our Component Units in the report (Water Authority, Health Department, and Hospital Authority) and conduit debt. Fees for 2023 are \$83,000, which includes the base audit (\$58,500), single audit (\$9,000), Airport Authority audit (\$9,000), and Development Authority audit (\$6,500).

Potential Courses Of Action:

- A. Approve the signing of the engagement letters as presented.
- B. Request changes to the engagement letters.
- C. Direct staff to issue an RFP in search of another audit firm. This course of action may not allow staff sufficient time to engage another audit firm and complete reports due by June 30, 2024.

Budget Impact: Audit fees are included in the 2024 budget.

Staff Recommendation: Approve the signing of the engagement letters as presented.



December 11, 2023

Lumpkin County
Attn.: Abby Branan, Director of Finance and Purchasing
99 Courthouse Hill
Dahlonega, Georgia 30533

We are pleased to confirm our understanding of the terms of our engagement and the nature and limitations of the services we are to provide for Lumpkin County, Georgia (the "County").

You will agree to the procedures described enumerated as follows and will acknowledge that the procedures to be performed are appropriate for the intended purpose of the engagement, which is to evaluate management's assertion about the County's compliance with the financial assurance provisions of the Municipal Solid Waste Landfill Criteria under Subtitle D of the Resource Conservation Recovery Act (the "subject matter"). Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA). Those standards require that we obtain your written agreement to the procedures to be applied and your acknowledgment that those procedures are appropriate for the intended purpose of the engagement, as described in this letter. The agreement and acknowledgment are contained within this letter. A refusal to provide such agreement and acknowledgment will result in our withdrawal from the engagement. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

- 1) We will recompute the liquid ratio by dividing the cash and marketable securities by total expenses/expenditures. The cash and marketable securities and total expenses/expenditures will be agreed to the County's audited annual financial statements for the year ended December 31, 2023. The County's ratio value will be compared to 0.05, the minimum threshold established by the regulations.
- 2) We will recompute the annual debt to service ratio by dividing the annual debt service by total expenses/expenditures. The annual debt service and the total expenses/expenditures will be agreed to the County's audited annual financial statements for the year ended December 31, 2023. The County's ratio value will be compared to 0.20, the maximum threshold established by the regulations.

- 3) We will recompute the relative financial strength ratio by dividing the assured costs for solid waste handling facility closure, postclosure, and/or corrective action costs by total revenue. The total assured costs for solid waste handling facility closure, postclosure, and/or corrective action costs and the total revenue will be agreed to the County's audited annual financial statements for the year ended December 31, 2023. The County's ratio value will be compared to 0.43, the maximum threshold established by the regulations.
- 4) We will recompute the operating deficit requirement for each of the past two years for the fiscal years ending December 31, 2022 and 2023. The operating deficit requirement for the year ending December 31, 2022 will be recomputed by dividing the difference between total revenues and total expenses/expenditures, excluding capital outlay and debt service, by the total revenues. The operating deficit requirement for the year ending December 31, 2023 will be recomputed by dividing the difference between total revenues and total expenses/expenditures, excluding capital outlay and debt service, by the total revenues. The County's operating surpluses for each year will be compared to the minimum threshold established by the regulations of deficits of less than or equal to 5%.
- 5) We will compare the letter written by the County Manager of Lumpkin County, Georgia to the information specified in the regulations (40 CFR 258.74(f)(3)(A)(1)) and determine if the letter included the required information. We also determine if this letter was included in the operating records of the Landfill.
- 6) We will inspect a copy of the County's annual audited financial statements for the year ended December 31, 2023 and document whether the opinion expressed by the independent, certified public accountant performing the audit was unmodified.
- 7) We will compare the disclosure for closure and postclosure care costs of the County's landfill in the notes to the basic financial statements included in the County's audited annual financial statements for the year ended December 31, 2023 to the requirements of Governmental Accounting Standards Board (GASB) Statement No.18, *Accounting for Municipal Solid Waste Landfill Closure and Postclosure Care Costs* and determine if the note includes all the required disclosures.
- 8) We will inspect a copy of the County's audited annual financial statements for the year ended December 31, 2023, which contains the County's disclosure of closure, postclosure and/or corrective action costs of the landfill, calculated in accordance with accounting principles generally accepted in the United States of America, and a copy of our independent auditor's report on the basic financial statements of the County, in the operating record of the Landfill, and determine if these reports were all included in the operating records.

Lumpkin County, Georgia
December 11, 2023
Page 3

Because the agreed-upon procedures listed above do not constitute an examination or review, we will not express an opinion or conclusion on the County's compliance with the financial assurance provisions of the Municipal Solid Waste Landfill Criteria under Subtitle D of the Resource Conservation Recovery Act. In addition, we have no obligation to perform any procedures beyond those to which you agree.

We plan to begin our procedures on approximately February 26, 2023 and, unless unforeseeable problems are encountered, the engagement should be completed by June 30, 2024.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the Board of Commissioners and management of the County. If we encounter restrictions in performing our procedures, we will discuss the matter with you. If we determine the restrictions are appropriate we will disclose the restriction in our report. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you. You understand that the report is intended solely for the information and use of the Georgia Department of Natural Resources, Environmental Protection Division and Lumpkin County, Georgia, and should not be used by anyone other than these specified parties.

There may exist circumstances that, in our professional judgment, will require we withdraw from the engagement. Such circumstances include the following:

- You refuse to provide written agreement to the procedures and acknowledge that they are appropriate for the intended purpose of the engagement.
- You fail to provide requested written representations, or we conclude that there is sufficient doubt about the competence, integrity, ethical values, or diligence of those providing the written representations, or we conclude that the written representations provided are otherwise not reliable.
- We determine that the description of the procedures performed or the corresponding findings are misleading in the circumstances of the engagement.
- We determine that restrictions on the performance of procedures are not appropriate.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, should any such matters come to our attention, we will communicate them in accordance with professional standards and applicable law. In addition, if, in connection with this engagement, matters come to our attention that contradict the subject matter, we will communicate such matters to you.

Lumpkin County, Georgia
December 11, 2023
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You are responsible for the subject matter. In addition, you are responsible for providing us with (1) access to all information of which you or the appropriate party are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request from the appropriate party for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm management's responsibility for the subject matter in accordance with the regulations of the Georgia Department of Natural Resources, Environmental Protection Division.

Adam Fraley is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services are included in the overall fees of \$83,000 for the County's audit engagement letter for the year ended December 31, 2023. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will consider whether they need to acknowledge in writing their agreement with the procedures performed or to be performed and their acknowledgment that the procedures are appropriate for their purposes.

Lumpkin County, Georgia
December 11, 2023
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If this letter defines the arrangements as you understand them, please sign and date the enclosed copy and return it to us. We appreciate your business

Thank you for this opportunity to be of assistance.

Sincerely,

MAULDIN & JENKINS, LLC



Adam M. Fraley

RESPONSE:

This letter correctly sets forth the understanding of Lumpkin County, Georgia.

By: _____

Title: _____



December 11, 2023

Lumpkin County
Attn.: Abby Branan, Director of Finance and Purchasing
99 Courthouse Hill
Dahlonega, Georgia 30533

We are pleased to confirm our understanding of the services we are to provide for Lumpkin County, Georgia (the "County") for the year ended December 31, 2023. We will examine management of Lumpkin County, Georgia's assertion made in the letter of Mr. Alan Ours to Mr. Keith Stevens, of the Georgia Environmental Protection Division, about Lumpkin County, Georgia's compliance during the year ended December 31, 2023 with the requirements of regulations established by the Georgia Department of Natural Resources, Environmental Protection Division ("EPD") concerning financial responsibility in solid waste handling facilities. The objectives of our examination are to (1) obtain reasonable assurance about whether management's assertion described above is free from material misstatement based on the regulations of the Georgia Department of Natural Resources, Environmental Protection Division concerning financial responsibility in solid waste handling facilities; and (2) to express an opinion as to whether management's assertion described above is fairly stated, in all material respects.

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. Our report will be addressed to the Members of the Board of Commissioners of Lumpkin County, Georgia. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. The misstatements could be a difference between the specific items within the letter of the County Finance Director and the compliance with the landfill financial assurance requirements. Misstatements can be intentional or unintentional, qualitative or quantitative, and include omissions.

Lumpkin County, Georgia

December 11, 2023

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You understand that the report is intended for the information and use of the County's management and the Georgia Department of Natural Resources, Environmental Protection Division and is not intended to be and should not be used by anyone other than these specified parties.

We will plan and perform the examination to obtain reasonable assurance about whether management of the County's assertion included in the letter of Mr. Alan Ours to Mr. Keith Stevens, of the Georgia Environmental Protection Division about the County's compliance with regulations of the Georgia Department of Natural Resources, Environmental Protection Division concerning financial responsibility in solid waste handling facilities during the year ended December 31, 2023 are free from material misstatement, based on the those regulations. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies, that may exist. However, we will inform you of any known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for the presentation of your assertion made in the letter of Mr. Alan Ours to Mr. Keith Stevens, of the Georgia Environmental Protection Division, about the County's compliance during the year ended December 31, 2023 in accordance with the regulations established by the Georgia Department of Natural Resources, Environmental Protection Division concerning financial responsibility in solid waste handling facilities; and for selecting the criteria and determining that such criteria are suitable, will be available to intended users, and are appropriate for the purpose of the engagement. You are responsible for, and agree to provide us with, a written assertion about your compliance with the aforementioned requirements in accordance with the above described criteria. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence.

At the conclusion of the engagement, you agree to provide us with certain written representations in the form of a representation letter.

The engagement documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, we may be requested to make certain engagement documentation available to EPD pursuant to authority given to it by law or regulation. If requested, access to such engagement documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected engagement documentation to EPD. EPD may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Lumpkin County, Georgia

December 11, 2023

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We plan to begin our procedures in February 26, 2023 and, unless unforeseeable problems are encountered, the engagement should be completed by June 30, 2024. Adam Fraley is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Our fee for these services are included in the overall fees of \$83,000 as indicated in the audit engagement letter for the year ended December 31, 2023. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your examination. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

We appreciate the opportunity to be of service to Lumpkin County, Georgia and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC



Adam M. Fraley

RESPONSE:

This letter correctly sets forth the understanding of Lumpkin County, Georgia.

By: _____

Title: _____



December 11, 2023

Board of Commissioners and
County Manager
Lumpkin County, Georgia
99 Courthouse Hill, Suite D
Dahlonega, Georgia 30533

Attn: Abby Branan, Director of Finance

We are pleased to confirm our understanding of the services we are to provide the Lumpkin County, Georgia (the County) for the year ended December 31, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the County as of and for the year then ended. We will obtain and place reliance on the report of other auditors for the Lumpkin County Health Department, a discretely presented component unit of the County. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis (MD&A).
2. Schedule of Changes in the County's Net Pension Liability and Related Ratios.
3. Schedule of County Contributions – Pension Plan.
4. Budgetary comparisons for the General Fund and Major Special Revenue Funds.

We have also been engaged to report on supplementary information other than RSI that accompanies the County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS and will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Schedule of expenditures of federal awards.
2. Schedule of Projects Constructed with Special Purpose Local Option Sales Tax Proceeds.
3. Combining and individual fund statements.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report:

1. Introductory section
2. Statistical section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on -

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we will exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We plan to obtain and place reliance on the report of other auditors for the Lumpkin County Health Department, a discretely presented component unit of the County, assuming that our communications with the other auditors and review of their audit report and the financial statements of the Lumpkin County Health Department provide sufficient and appropriate audit evidence on which to base our overall opinion on the aggregate discretely presented component units.

According to GAAS, significant risks include the risk of management's override of internal controls. Accordingly, we have considered this item as a significant risk.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However,

during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the County in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. You are also responsible for coordinating our access to information relevant to the preparation and fair presentation of the financial statements of component units which may include discussions with component unit management and their auditors. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your

responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review subsequent to the start of fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document. In the event that Mauldin & Jenkins is requested to be involved with an exempt offering document, you agree that the aforementioned auditor's report or reference to Mauldin & Jenkins will not be included without our prior permission or consent. Furthermore, any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You acknowledge the County will not utilize Mauldin & Jenkins, LLC to store documents, data, or records on behalf of the County in accordance with the "Hosting Services" (see ET section 1.295.143) interpretation of the AICPA Code of Professional Conduct. The County is solely responsible for maintaining its own data and records.

In that regard, SuraLink is used solely as a method of transferring data to Mauldin & Jenkins, LLC and is not intended for the storage of the County's information. All information you will provide through SuraLink is a copy and you will maintain original documents and data as part of your records.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the County; however, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Georgia Department of Audits and Accounts or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party (ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately February 26, 2024 and to issue our reports no later than June 30, 2024. Adam Fraley is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be \$83,000 for the year ended December 31, 2023. This fee includes the performance of a Single Audit of one (1) major program, and audit and reporting needed for the Airport Authority and Development Authority as component units, and as presented within the County's financial statements. This fee does not include our engagement to prepare the Lumpkin County Hospital Authority's Form 990 or the County Landfill Assurance that will be covered in separate engagement letters. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with

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the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Members of the County Commission for the County. We will make reference to other auditor's report on the Lumpkin County Health Department in our report on your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Sincerely,
MAULDIN & JENKINS, LLC



Adam M. Fraley

RESPONSE:

This letter correctly sets forth the understanding of the County.

By: _____

Title: _____



Lumpkin County, Georgia

Finance

Date: January 16, 2024

Agenda Item: 2024-002 Ambulance Billing Services Contract Renewal (*Finance Director Abby Branan*)

Item Description: Consideration of the contract renewal for ambulance billing.

Facts & Historical Information: In 2017, the BOC approved the initial contract with Professional Practice Support, Inc. (PPS) to provide ambulance billing services for the County. In March 2022, the BOC approved a one-year contract and exercised the 1st of 4 renewals in 2023. This contract renewal request is 2 of 4 available renewals.

The contract rate for Year 3 will remain 4.5%.

Potential Courses Of Action:

- A. Approve the contract with PPS, Inc. as presented.
- B. Approve the contract with PPS, Inc. with changes suggested by the BOC.
- C. Not approve the contract with PPS, Inc. and issue an RFP in order to find a different ambulance billing service provider.

Budget Impact: The fee for ambulance billing services is included in the FY24 operating budget.

Staff Recommendation: Staff has been pleased with the performance and responsiveness of PPS, Inc. Staff recommends COA A.

**RENEWAL OF
PROFESSIONAL SERVICES AGREEMENT BETWEEN LUMPKIN COUNTY, GEORGIA
AND
PROFESSIONAL PRACTICE SUPPORT, INC. FOR
THIRD PARTY AMBULANCE BILLING**

THIS AGREEMENT is made and entered into as of the 1st day of March, 2024, by and between Professional Practice Support, Inc., a Florida corporation authorized to do business in the State of Georgia, (hereinafter the "Consultant"), and LUMPKIN COUNTY, a political subdivision of the State of Georgia, (hereinafter the "County").

WHEREAS, the Consultant and County entered into a Professional Services Agreement (the "Agreement") on March 15, 2022, for Emergency Medical Services ("EMS") healthcare insurance and patient billing reimbursement services (the "Services"); and

WHEREAS, the Agreement commenced March 1, 2022, for a one-year term ending February 28, 2023; and

WHEREAS, the Agreement provides the County the option to renew for four (4) additional one (1) year terms on the same terms and conditions as set forth in the Agreement; and

WHEREAS, the parties previously renewed the contract for a one (1) year term commencing March 1, 2023, and ending February 28, 2024, leaving the option to renew for three (3) additional one (1) year terms; and

WHEREAS, the County desires to exercise its option to renew for an additional one (1) year term on the same terms and conditions as set forth in the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in the Agreement and herein, the Consultant and the County agree as follows:

The Agreement is renewed for a term commencing March 1, 2024, and ending February 28, 2025, on the same terms and conditions as set forth in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal on the respective dates under each signature. The County, signing by and through its Chairman and attested to by its County Clerk, duly authorized to execute same, and by Consultant by and through its President and attested to by its Secretary, duly authorized to execute same.

Consultant:

County:

Holly Hirneisen, President

Date: _____

Chris Dockery, Chairman

Date: _____

Attest:

Attest:

David J. Hirneisen, Secretary

Melissa Witcher, County Clerk



Lumpkin County, Georgia

County Clerk

Date: January 16, 2024

Agenda Item: Election of Vice Chairman

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



Lumpkin County, Georgia

County Manager

Date: January 16, 2024

Agenda Item: Approve Job Description for Pinetree Recreation Center (*County Manager Alan Ours*)

Item Description: With the Pinetree Recreation Center scheduled to open in the spring of 2024 additional staff positions will need to be filled. The next position to be filled is the Assistant Manager. This is a deviation from the approved 2024 budget, which included two full time positions. One was the Center Manager and one was a customer service representative. After discussing the operations of the new center with county staff and our pool consultant it is believed that the position of Assistant Manager is more appropriate than a customer service representative based on the Center's programs and operations. The position grade for the position of Assistant Manager is 111 and the minimum salary is \$43,094 with a maximum of \$68,950.

Facts & Historical Information:

Potential Courses Of Action:

- A. Approve the proposed Job Description
- B. Direct staff to develop a job description for a customer service representative
- C. Take no action

Budget Impact: \$35,000 was included in the 2024 budget for the second full time position. The minimum for the proposed position is \$8,094 more than what was budgeted. However, it is unlikely that the position will be filled before the middle of February or later. As a result the full salary won't be needed for FY 2024.

Staff Recommendation: Approve course of action A.



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.

Pinetree Recreation Center Assistant Manager

Department: Pinetree Recreation Center

Pay Grade: 111

FLSA Status: Non-Exempt

JOB SUMMARY

The Pinetree Recreation Center Assistant Manager is responsible for assisting the Pinetree Recreation Center Manager in the administrative, maintenance and supervisory management of the Pinetree Recreation Center and performing additional tasks as assigned. Duties are performed under the supervision of the Pinetree Recreation Center Manager.

ESSENTIAL JOB FUNCTIONS

- Assists the Facility Manager in all daily operations of the Pinetree Recreation Center, including supervisory duties of all part-time and seasonal staff.
- Executes all policies, rules, and regulations of Lumpkin County government.
- Carries out supervisory responsibilities in accordance to County and departmental policies and procedures.
- Completes responsible and detailed tasks as delegated by the Facility Manager.
- Assists Facility Manager with recruiting practices and hiring of seasonal aquatic staff. Contact person for seasonal and part-time staff during the hiring process. Schedules interviews, completes paperwork, schedules American Red Cross courses, etc.
- Maintains training and certification records for all part-time staff. Schedules certification courses and in-service trainings as needed.
- Responsible for scheduling of Pinetree Recreation part-time staff using the scheduling software provided. Point of contact for part-time/seasonal staff regarding shift trades, vacations, etc.
- Completes bi-weekly payroll for part-time staff, including tracking hours, overtime, etc.
- Oversees facility rentals including gyms, rooms, birthday parties, pools, and scheduled tournaments.
- Liaison with maintenance contractors. Keeps accurate and precise records of repairs. Ensures COI's are on file and up-to-date.
- Assists Facility Manager with customer relations in delivering Aquatic programs; greets and assists public with questions and information in written and oral forms.

- Maintains proper inventory of chemicals, sanitation, general supply, and safety equipment for the facility.
- Accountable for daily monies collected. Makes deposits at the bank.
- Performs other duties as required

QUALIFICATIONS

Education and Experience:

Bachelor's Degree from college or university with emphasis in recreation or sport management or related field with at least five (5) years' experience in an aquatics field including managing public swimming pools and physical plant operations; supervision of staff and programs; and fiscal responsibilities., or an equivalent combination of education and experience.

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.
- Three years' experience in a recreation field (may include managing public swimming pools and physical plant operations along with supervision of staff, programs) desired.
- Certifications: American Red Cross Lifeguard, Aquatic Facility Operator OR Certified Pool Operator, and First Aid/AED/CPR.

Special Requirements:

None.

Knowledge, Skills and Abilities:

- Knowledge program planning and supervision, and personnel administration.
- Basic knowledge in pool chemistry and maintenance.
- Ability to develop an effective working relationship with fellow employees, instructors, vendors, and the general public.
- Ability to keep accurate records and prepare clear and concise reports.
- Skilled in organizing, supervising, and providing necessary training for employees.
- Exemplary organization and administration skills are required.

PHYSICAL DEMANDS

Must be physically able to operate a variety of machinery and equipment including a computer, LED projector, overhead projector, camera, copier, and fax.

Must be able to use body to work, move or carry objects or materials. This position requires: walking, standing, bending, stooping, pushing, pulling lifting, fingering, grasping, feeling, seeing, talking, hearing, and repetitive motions.

Must be able to exert up to 50 pounds of force occasionally and up to 25 pounds of force frequently. Physical demand requirements are at levels of those for medium work.

WORK ENVIRONMENT

Work is typically performed in a dynamic environment that requires sensitivity to changing goals, priorities, and needs.

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.



Lumpkin County, Georgia

Finance

Date: January 16, 2024

Agenda Item: 2019 TSPLOST 2024 Work Plan (*Finance Director Abby Branan*)

Item Description: Request to approve work plan on the 2019 TSPLOST

Facts & Historical Information: The voters of Lumpkin County approved a referendum in March of 2019 for the imposition of a 1% sales tax to fund road improvements and equipment. Prior to the referendum, the city and county met and agreed upon a division of the tax at a rate of 21% and 79% respectively. The use of an annual program method ensures that programs stay within budget and affords the Board an opportunity for input on the development of the program. All projects presented fall within the guidelines of the tax and the program approved by the voters. This work plan covers the joint project, county paving projects on various county roads and equipment for the road department. The proposed work plan was prepared with Public Works staff and is attached for reference.

**The 2023 Work Plan will be presented to the Board of Commissioners at the Board Retreat. This is a placeholder for formal approval of the 2023 Work Plan at the Regular Meeting on January 16.*

Potential Courses Of Action:

- A. Approve this plan as presented.
- B. Amend this plan as presented. The Board could choose to approve only a portion or make additions to the plan as presented.
- C. Not approve the work plan for 2024. This is the least favorable option, as the county would not be able to move forward with paving projects.

Budget Impact: Having the program adopted ensures we are able to cash flow projects and keep the TSPLOST program on track. Having an approved, or even an amended plan also helps keep us in compliance and in a favorable standing for our audit, as we have a complete and accurate record of the decisions of the Board in relation to the Road Maintenance & Improvement Tax (TSPLOST) program.

Staff Recommendation:



Lumpkin County, Georgia

Finance

Date: January 16, 2024

Agenda Item: 2020 SPLOST 2024 Work Plan (*Finance Director Abby Branan*)

Item Description: Request to approve work plan on 2020 SPLOST

Facts & Historical Information: The voters of Lumpkin County approved a referendum on May 22, 2018 for the imposition of a 1% sales tax to fund various projects as outlined in the attached presentation. Prior to the referendum, the city and county met and agreed upon a division of the tax at a rate of 21% and 79% respectively. Staff once again recommends the use of work plans to manage the program. The use of an annual program method ensures that programs stay within budget and affords the Board an opportunity for input on the development of the program. All projects presented fall within the guidelines of the tax and the program approved by the voters.

**The 2024 Work Plan will be presented to the Board of Commissioners at the Board Retreat. This is a placeholder for formal approval of the 2024 Work Plan at the Regular Meeting on January 16.*

Potential Courses Of Action:

- A. Approve this plan as presented.
- B. Amend the plan. The Board could choose to approve only a portion or make additions to the plan as presented.
- C. Not approve the work plan for 2024. This is the least favorable option as the county needs to make certain payments prior to 2025.

Budget Impact:

Having the program adopted ensures we are able to cash flow projects and keep the SPLOST program on track. Having an approved, or even an amended plan also helps keep us in compliance and in a favorable standing for our audit as we have a complete and accurate record of the decisions of the Board in relation to the 2020 SPLOST program.

Staff Recommendation:



Lumpkin County, Georgia

Finance

Date: January 16, 2024

Agenda Item: 2023 TSPLOST 2024 Work Plan (*Finance Director Abby Branan*)

Item Description: Consideration of the 2023 TSPLOST 2024 Work Plan

Facts & Historical Information: The voters of Lumpkin County approved a referendum in November 2022 for the continuation of a 1% sales tax to fund road improvements and equipment. Prior to the referendum, the city and county met and agreed upon a division of the tax at a rate of 19% and 81% respectively. The use of an annual program method ensures that programs stay within budget and affords the Board an opportunity for input on the development of the program. All projects presented fall within the guidelines of the tax and the program approved by the voters. This work plan covers the joint project, county paving projects on various county roads and equipment for the road department. The proposed work plan was prepared with Public Works staff and is attached for reference.

**The 2024 Work Plan will be presented to the Board of Commissioners at the Board Retreat. This is a placeholder for formal approval of the 2024 Work Plan at the Regular Meeting on January 16.*

Potential Courses Of Action:

- A. Approve the 2023 TSPLOST 2024 Work Plan
- B. Approve the 2023 TSPLOST 2024 Work Plan with changes.
- C. Do not approve the 2023 TSPLOST 2024 Work Plan.

Budget Impact: There are funds available in the 2024 TSPLOST to fund the request.

Staff Recommendation: