

WHITE CNTY BOARD OF COMMISSIONERS

REGULAR MEETING

MONDAY, OCTOBER 2, 2023 AT 4:30 P.M.

AGENDA

1. Call to order.
2. Pledge of Allegiance.
3. Invocation – Dr. Phil Weaver, Pastor of Cleveland First Baptist Church and representing the White County Ministerial Alliance.
4. Consider adoption of the minutes of the following meetings:
 - August 28, 2023 Work Session & Regular Meeting including Executive Session;
 - September 19, 2023 Called Meeting including Executive Session; and
 - September 25, 2023 Work Session & Called Meeting.

New Business

5. Presentation of bids received and options for construction of the Yonah Preserve Recreation Center.
6. Consider the request for annexation into the City of Cleveland for 0.694 acres of property located on tax map & parcel 048C-166 and owned by Dr. Roy Brogdon.
7. Consider awarding the contract for a roof replacement project to include the Health Department, Library, EMS Garage, and covered parking area at the Senior Center.
8. Consider approval of the employment contract with Billy Pittard for the position of County Manager.
9. Consider a resolution adopting the ACCG – Association County Commissioners of Georgia 401(a) Defined Contribution Plan for Senior Management of White County – and amending the existing plan accordingly.

Other Items

10. County Manager Comments
11. Public Comment.
12. Announcements.
 - Monday, October 9, 2023: County Offices will be closed in observance of Columbus Day.
 - Monday, October 30, 2023 at 4:30 p.m.: Work Session & Called Meeting
 - Monday, November 6, 2023 at 4:30 p.m.: Regular Meeting
13. Adjourn.

WHITE COUNTY BOARD OF COMMISSIONERS

MINUTES OF THE WORK SESSION & REGULAR MEETING HELD

MONDAY, AUGUST 28, 2023 AT 4:30 P.M.

The White County Board of Commissioners held a combined Work Session & Regular Meeting on Monday, August 28, 2023 at 4:30 p.m. in the Board Room at the Administration Building. Present for the meeting were: Chairman Travis Turner, Commissioner Terry Goodger, Commissioner Lyn Holcomb, Commissioner Edwin Nix, Commissioner Craig Bryant, County Manager Billy Pittard, Finance Director Jodi Ligon, and County Clerk Shanda Murphy.

Chairman Turner called the meeting to order.

Following the Pledge of Allegiance, Mr. Dean Dyer provided the invocation.

Upon a motion made by Commissioner Bryant, seconded by Commissioner Holcomb there was a unanimous vote to adopt the minutes of the July 31, 2023 Public Hearing / Work Session / Called Meeting, the August 7, 2023 Regular Meeting, and the August 21, 2023 Called Meeting and Executive Session.

Chairman Turner read the following statement: *“In reference to land use agenda items #5 - #6 – Georgia Zoning Procedures Law (O.C.G.A. 36-66-1, et seq.) requires a public hearing be advertised and held prior to any proposed zoning decision with a minimum of 10 minutes (per side) for both proponents and opponents to present data, evidence, and opinion. This requirement was met for the following items at the public hearing held at the Planning Commission Meeting on July 31, 2023. All information presented was then forwarded to the Board of Commissioners”.*

Mr. John Sell, Director of Community, presented the land use application filed by Michael Caudell to request a conditional use permit 147 Sara Lane Sautee Nacoochee, Georgia. Tax map and parcel 055D-094. Total acreage is 0.927. The proposed use was to place in short-term rental program. Present zoning is R-1, Residential Single-Family District. He stated the property is located in a subdivision which does allow for short-term rentals and Mr. Caudell had been renting the property prior to receiving a notice regarding the county’s requirements for short-term rentals at which time he discontinued his advertisement. The Planning Commission held a public hearing for the application, at which there was no opposition and the Planning Commission recommended approval of the application. Mr. Michael Caudell stated that he lives at the property on a part-time basis, and he could provide records verifying the lodging taxes were paid on his previous rentals, however he did not have any rentals over the summer as he was working on coming into compliance with the county regulations.

Upon a motion made by Commissioner Bryant, seconded by Commissioner Goodger there was a unanimous vote to approve the land use application filed by Michael Caudell for a conditional use permit 147 Sara Lane Sautee Nacoochee, Georgia. Tax map and parcel 055D-094. Total acreage is 0.927. The approved use is to place in a short-term rental program within the present zoning of R-1, Residential Single-Family District – pending Mr. Caudell providing records of the lodging taxes paid to White County for his prior rentals.

Mr. Sell presented the land use application filed by Scott & Judy Hancock to request a conditional use permit at 1304 Highway 17 Sautee Nacoochee, Georgia. Tax map and parcel 071-009. Total acreage is 16.86. The proposed use is to place in short-term rental program. Present zoning is A-1, Agriculture Forestry District. He stated the property is not located in a subdivision and there is a cabin and a house on the property. The cabin is a short-term rental, and the house is the Hancock’s residence. He advised they had been renting the cabin for two and one-half years and just became aware of the regulations. Mr. Sell said the Planning Commission held a public hearing on

the application at which there was some opposition stated. Ms. Judy Hancock explained that the property is a working farm and they had renovated the 1844 cabin – which has a maximum occupancy of two (2) people. She said people love to come stay there and experience the farm. Chairman Turner asked Ms. Hancock if they planned to add any additional short-term rentals to the property. Ms. Hancock stated that was not possible due to no additional septic being available since the property is in a flood zone. Commissioner Bryant stated that he had received several calls from members of the community who opposed approval of the short-term rental. He also asked Ms. Hancock to explain why she had been opposed to the event venue that was previously proposed across the road from her, since she was operating a short-term rental. Ms. Hancock stated that the proposed venue which she opposed was totally different than her two (2) person short-term rental and she objected to the venue due to concerns about noise and traffic. She also stated that the venue property would have been zoned commercial, which did not fit in the Sautee Nacoochee Valley that residents wanted to preserve.

Upon a motion made by Commissioner Bryant, seconded by Commissioner Holcomb there was a unanimous vote to approve the land use application filed by Scott & Judy Hancock for a conditional use permit at 1304 Highway 17 Sautee Nacoochee, Georgia. Tax map and parcel 071-009. Total acreage is 16.86. The approved use is to place in short-term rental program. Present zoning is A-1, Agriculture Forestry District – pending verification of records that lodging taxes had been paid and with the approval being for only the one (1) 1844 cabin.

Mr. Sell presented the three (3) proposals received for repairs to the White County Transfer Station floor. He stated that the proposals had been reviewed by Civil Engineer Lance Wilkes. Mr. Wilkes spoke and advised that the lowest cost proposal by Impact Concrete provided the best solution by replacing one-half (1/2) of the concrete slab and the entire rear one-fourth (1/4) where the fraction of the heavy equipment had worn away the concrete. Mr. Wilkes advised that the expected service life of the repaired concrete floor would be ten (10) years. He also confirmed that the ideal plan would be to start the work on Thursday morning and reopen the center on the following Monday morning. Chairman Turner asked that at least three (3) weeks' notice be given to commercial haulers and the public.

Upon a motion made by commissioner Goodger, seconded by Commissioner Nix there was a unanimous vote to award the contract for repairs to the Transfer Station floor to Impact Concrete in the amount of \$74,902.00 – to be paid from the Solid Waste Fund.

Mr. Pittard presented a grant application for the Enotah Judicial Circuit for American Rescue Plan Act (ARPA) Funds. He advised that the grant is two (2) parts – one is a continuation of three (3) previous grant cycles related to personnel expenses associated with addressing the backlog of cases caused by the COVID-19 pandemic and the other part will fund improvements to audio/visual systems for courthouses in White, Lumpkin, and Union counties. Chief Judge Joy Parks stated that the total amount being applied for the Enotah Circuit would be \$2,295,520. She also explained that the audio/visual component would include cameras, screens, an annotation system, equipment for the hearing impaired, streaming capabilities. Judge Parks advised that the equipment would be standardized across the circuit counties for ease of operation. Mr. Pittard stated this was a 100% (reimbursement) grant and White County would receive \$40,000.00 for being the fiscal agent.

Upon a motion made by Commissioner Holcomb, seconded by Commissioner Goodger there was a unanimous vote to approve the grant application for the Enotah Judicial Circuit for American Rescue Plan Act (ARPA) Funds in the amount of \$2,295,520.00.

Mr. David Murphy, Director of Public Safety, presented a proposed Intergovernmental Agreement (IGA) with the White County Board of Education for designation of an area at the Central Office for a secondary / back-up

Emergency Operations Center (EOC) and 911 Center. He stated that a back-up location for these functions is a critical part of the county's emergency plan and the technology available at the Central Office was far better than the technology at other previously designated sites and he would be working with the Board of Education to identify potential grant funding to equip the facility with a generator.

Upon a motion made by Commissioner Bryant, seconded by Commissioner Goodger there was a unanimous vote to approve an Intergovernmental Agreement (IGA) with the White County Board of Education for designation of an area at the Central Office for a secondary / back-up Emergency Operations Center (EOC) and 911 Center.

Mr. Murphy requested that the Board designate a training area for public safety – including Fire, EMA, and Law Enforcement per the creditable ISO criteria. He informed the Board of an area on the Yonah Preserve property that met all the requirements and had already been used for some previous training exercises. He stated that this is a secure location and he had worked with the Special Agent in Charge at the Drug Task Force to ensure their use would not disrupt the operations of the task force.

Upon a motion made by Commissioner Nix, seconded by Commissioner Holcomb there was a unanimous vote to designate the identified (secure) training area for public safety – including Fire, EMA, and Law Enforcement per the creditable ISO criteria.

Mr. Joel Witcher, IT Director, presented a contract for the replacement of the county's information technology back-up system. He explained that the system backs up 40+ servers on the county's network and the current system keeps increasing in cost with no improvements. He proposed switching to Rubrik Hardware and Software Solutions – which would save money and provide better features. Mr. Witcher stated that Rubrik focuses on ransomware, provides American based customer service, and is CJUS certified. He advised that there are two (2) options for funding the system – in a lump sum or finance over a three (3) year period – with the total cost being \$60,919.00 (lump sum) or \$65,273.88 (financed) and the lifespan of the system was seven (7) years.

Upon a motion made by Commissioner Nix, Commissioner Goodger there was a unanimous vote to approve the purchase of the Rubrik Hardware and Software Solution for the replacement of the county's information technology back-up system to be financed over a three (3) year period through budgeted funds.

Mr. Derick Canupp, Director of Public Works, presented the bids received for right of way vegetation control program. He recommended the on-call contract be awarded to ChemPro Services at \$98.75 per mile up to \$6,320.00 per year. He advised that this is a pilot program included in the current budget and the application would be done twice per year on the designated roads.

Upon a motion made by Commissioner Holcomb, seconded by Commissioner Nix there was a unanimous vote to award the contract for the pilot right of way vegetation control program to ChemPro Services.

Mr. Canupp presented the bids received for the county road signage project related to the Georgia Department of Transportation (GDOT) Roadway Safety Grant Project which would replace signage on 23 designated county roads. He recommended the contract be awarded to the low bidder Yunex Traffic based on the bid amount of \$165,766.45.

Upon a motion made by Commissioner Bryant, seconded by Commissioner Holcomb there was a unanimous vote to award the contract for the county road signage project related to the Georgia Department of Transportation (GDOT) Roadway Safety Grant Project which would replace signage on 23 designated county roads to Yunex Traffic based on the bid amount of \$165,766.45.

Ms. Barbara Overton, Director of Senior Services, made a presentation to the Board concerning the option of applying for Georgia Department of Transportation (GDOT) Transit Program Section 5311 Funding for support in providing transportation services for White County. She incorporated information from a recent transit study conducted by Georgia Mountains Regional Commission (GMRC). She explained the need she has seen for public transit services in White County and the lack of solid referrals for those with the need for transportation. Following explanation of that grant funding available and the transit services provided by other counties in the region – Ms. Overton estimated that White County would need two (2) transit vans, one (1) full-time employee, and one (1) part-time for this type of operation. She explained that the funding for the vehicles would be 80% federal 10% state and 10% local – with two (2) vehicles costing the county \$20,000.00 – and the operations budget would be funded 50% through the grant as well. Ms. Susan Cremering spoke in support of a transit program, stating that a recent survey done by the GMRC included 71% of respondents being from White County. Following discussion there was a consensus of the Board that funding for the capital expense would be discussed during the FY 25 budget process with operational expenses being considered in the FY 26 budget process – and the grant being applied for accordingly.

Ms. Jodi Ligon presented the monthly financial status report (see attached).

Chairman Turner opened the floor for public comment.

Mr. Robert Sloane recommended the county contact neighboring counties to assist while the Transfer Station was closed for repairs.

Ms. Bobbie Easterday, 171 Stansel Road Cleveland, Ga – expressed concern regarding the number of short-term rentals and wineries in White County.

Ms. Susan Cremering, 203 Bittersweet Sautee Nacoochee, Ga – expressed the importance of a historic overlay being implemented in the county. She also advised the Georgia Department of Transportation (GDOT) short-term improvement plan is open for public comment. She said she had contacted State Representative Stan Gunter regarding legislation requiring VRBO, Airbnb, etc. to provide a list of short-term rentals by address with the monthly remittance of lodging tax.

Mr. Mike Bush, 1437 Panorama Drive Sautee Nacoochee, Ga – expressed the need for a roundabout at Hwy 75 and Duncan Bridge Road, based on traffic volume and safety.

With no additional comments, Chairman Turner closed the floor.

Chairman Turner asked District Commissioners for any comments – Commissioner Bryant asked that Mr. Pittard get with staff to review insurance documentation and licensing for three (3) short-term rentals in Panorama Estates.

Upon a motion made by Commissioner Goodger, seconded by Commissioner Holcomb, there was a unanimous vote to enter into Executive Session in order to discuss matters of personnel.

-See The Following Closed Meeting Affidavit-

Upon a motion made by Commissioner Nix, seconded by Commissioner Holcomb, there was a unanimous vote to exit Executive Session.

Upon a motion made by Commissioner Bryant, seconded by Commissioner Goodger there was a unanimous vote to adjourn the meeting.

The minutes of the August 28, 2023 meeting were approved as stated this 2nd day of October, 2023.

WHITE COUNTY BOARD OF COMMISSIONERS

Travis C. Turner, Chairman

Terry D. Goodger, District 1

Lyn Holcomb, District 2

Edwin Nix, District 3

Craig Bryant, District 4

Shanda Murphy, County Clerk

WHITE COUNTY BOARD OF COMMISSIONERS

MINUTES OF THE CALLED MEETING HELD

TUESDAY, SEPTEMBER 19, 2023 AT 9:00 A.M.

The White County Board of Commissioners held a Called Meeting on Tuesday, September 19, 2023 at 9:00 a.m. in the Board Room at the Administration Building. Present for the meeting were: Chairman Travis Turner, Commissioner Terry Goodger, Commissioner Lyn Holcomb, Commissioner Edwin Nix, Commissioner Craig Bryant, County Manager Billy Pittard, and County Clerk Shanda Murphy.

Chairman Turner called the meeting to order.

Upon a motion made by Commissioner Holcomb, seconded by Commissioner Goodger, there was a unanimous vote to enter into Executive Session in order to discuss matters of personnel.

-See The Following Closed Meeting Affidavit-

Upon a motion made by Commissioner Bryant, seconded by Commissioner Goodger there was a unanimous vote to exit Executive Session.

Ms. Mary Jane Henneke, County Attorney joined the meeting.

Upon a motion made by Commissioner Goodger, seconded by Commissioner Nix, there was a unanimous vote to declare Billy Pittard as the sole finalist for the county manager position and move forward with the required advertisement. – with the vote on this appointment to be held October 2, 2023.

Upon a motion made by Commissioner Nix, seconded by Commissioner Bryant there was a unanimous vote to adjourn the meeting.

The minutes of the September 19, 2023 Called Meeting were approved as stated this 2nd day of October, 2023.

WHITE COUNTY BOARD OF COMMISSIONERS

Travis C. Turner, Chairman

Terry D. Goodger, District 1

Lyn Holcomb, District 2

Edwin Nix, District 3

Craig Bryant, District 4

Shanda Murphy, County Clerk

WHITE COUNTY BOARD OF COMMISSIONERS

MINUTES OF THE WORK SESSION & CALLED MEETING HELD

MONDAY, SEPTEMBER 25, 2023 AT 4:30 P.M.

The White County Board of Commissioners held a Work Session & Called Meeting on Monday, September 25, 2023 at 4:30 p.m. in the Board Room at the Administration Building. Present for the meeting were: Chairman Travis Turner, Commissioner Terry Goodger, Commissioner Lyn Holcomb, Commissioner Edwin Nix, Commissioner Craig Bryant, County Manager Billy Pittard, Finance Director Jodi Ligon, and County Clerk Shanda Murphy.

Chairman Turner called the meeting to order.

Upon a motion made by Commissioner Holcomb, seconded by Commissioner Goodger there was a unanimous vote to adopt County Resolution No. 2023-11 urging the Governor and General Assembly of Georgia to continue efforts to reform and improve mental health service for the citizens of Georgia.

**RESOLUTION URGING THE GOVERNOR AND GENERAL ASSEMBLY OF
GEORGIA TO CONTINUE EFFORTS TO REFORM AND IMPROVE MENTAL
HEALTH SERVICES FOR THE CITIZENS OF GEORGIA**

2023-11

WHEREAS, being the constitutional level of government closest to their constituents, Georgia counties are on the front lines of responding to mental health issues within the community as well as the development of mental health reform efforts; and

WHEREAS, the White County Board of Commissioners supports efforts designed to provide every citizen in need to have accessible, affordable, and adequate mental health services; and

WHEREAS, the White County Board of Commissioners is grateful for the efforts of Georgia's executive, legislative, and judicial branches in working towards mental health reform in recent years, such as the passage of HB 1013 (2022) and introduction of HB 520 (2023), Chief Justice Boggs's work on jail diversion initiatives, and Governor Kemp's commitment to expanding mental health resources in schools for children and young adults; and

WHEREAS, despite these prior steps and successes, the White County Board of Commissioners recognizes that there is still a tremendous amount of work for the citizens of White County and other citizens across Georgia to receive adequate healthcare for mental health and substance abuse disorders; and

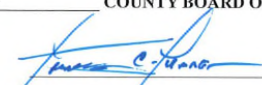
NOW, THEREFORE, BE IT RESOLVED by the White County Board of Commissioners that White County government reaffirms its commitment to reforming and improving mental health services for its citizens and all citizens of the state of Georgia.


BE IT FURTHER RESOLVED, that the White County Board of Commissioners specifically urges the Governor and General Assembly to continue efforts in the 2024 Session of the Georgia General Assembly to enhance Georgia citizens' access to vital mental health services, including the provision of state budgetary funding for additional behavioral health crisis centers across the state, additional co-responder units, and other resources to assist those with mental health and substance abuse disorders.

BE IT FURTHER RESOLVED, that the Clerk to the Board of Commissioners is hereby directed to provide an executed copy of this Resolution to each member of the White County delegation to the Georgia Senate and Georgia House of Representatives and to the Association County Commissioners of Georgia.

SO RESOLVED, this 25th day of September, 2023.

White COUNTY BOARD OF COMMISSIONERS

By: 
Travis C. Turner, Chairman

ATTEST: 
Shanda Murphy, Clerk to the Commission

For those in attendance, Chairman Turner highlighted the short-term rental ordinance which was adopted by the Board of Commissioners in November 2022 and effective January 1, 2023. He explained that this ordinance included a “3 strikes rule” where upon report of an issue regarding a short-term rental such as a road blocked, loud noise, etc., the Sheriff’s Office would investigate and deal with any immediate issues and forward report to the Code Enforcement Officer. The Code Enforcement Officer would further investigate and address the issues with the owner - who could be issued a “strike” and the level of consequence for each strike were progressive all the way up to the owner having their host license revoked and not being allowed to operate the short-term rental for up to 12 months.

Chairman Turner explained the procedure for hearing the land use items and read the following statement which was included on the meeting agenda: “In reference to land use agenda items #3 - #6 – Georgia Zoning Procedures Law (O.C.G.A. 36-66-1, et seq.) requires a public hearing be advertised and held prior to any proposed zoning decision with a minimum of 10 minutes (per side) for both proponents and opponents to present data, evidence, and opinion. This requirement was met for the following items at the public hearing held at the Planning Commission Meeting on August 28, 2023. All information presented was then forwarded to the Board of Commissioners”.

Mr. Sell presented the land use application filed by Steven and Viktoriya Croskey to request a conditional use permit at 173 McConnell Court Helen, Georgia – tax map & parcel 042B-013 / 1.19 acres – with the proposed use being to place in a short-term rental program in current zoning of R-1, Residential Single-Family District. He stated that the property is located in a subdivision, the applicant did obtain the required signatures of support, there are no other short-term rentals in the subdivision - however there are several in the immediate area. Mr. Sell advised that this property had been rented on the short-term market previously, however when the owners received notice of the county’s requirements, they quickly came into the office in order to begin the process to come into compliance. The Planning Commission held the public hearing on the application and made a recommendation to approve the application. Mr. Alex Green of Blue Creek Cabin Rentals represented Steven and Viktoriya Croskey. He confirmed the information presented and stated that two (2) of the homes in the subdivision are long-term rentals and some are part-time residences, so the owners were glad that the rental management company would be coming in and out of the area.

Upon a motion made by Commissioner Goodger, seconded by Chairman Turner there was vote to approve the land use application filed by Steven and Viktoriya Croskey for a conditional use permit at 173 McConnell Court Helen, Georgia – tax map & parcel 042B-013 / 1.19 acres – with the approved use being to place in a short-term rental program in current zoning of R-1, Residential Single-Family District – based upon the applicant being able to demonstrate that lodging taxes were paid to the county during the time the property was previously operating as a short-term rental. Commissioner Holcomb voted in favor of the motion. Commissioner Nix and Commissioner Bryant opposed the motion. The motion passed by a 3-2 vote.

Mr. Sell presented the land use application filed by Kylee Kopacka to request a conditional use permit for 1545 Pless Road Cleveland, Georgia 30528 - tax map & parcel 075-369 / 2.31 acres – with the proposed use being to place in a short-term rental program with the current zoning of R-1 Residential Single-Family District. He stated that the property is not located in a subdivision and Ms. Kopacka began operating it as a short-term rental in 2018 and managed the property herself. The Planning Commission held the public hearing on the application and recommended approval. She did submit proof of lodging taxes being paid since 2018. Ms. Kopacka stated that the property was purchased as a foreclosure, she renovated it in 2017 and began operating as a short-term rental in 2018. She said she had never received any complaints about the renters in all those years. She was unaware of

the requirement to obtain a host license and business license until she received the notice in her property tax assessment.

Upon a motion made by Commissioner Bryant, seconded by Commissioner Nix there was a unanimous vote to approve the land use application filed by Kylee Kopacka for a conditional use permit for 1545 Pless Road Cleveland, Georgia 30528 - tax map & parcel 075-369 / 2.31 acres – with the approved use being to place in a short-term rental program with the current zoning of R-1 Residential Single-Family District.

Mr. Sell presented the land use application filed by Brady Betterton to request a conditional use permit for 1980 Kellum Valley Road Cleveland, Georgia 30528 - tax map & parcel 015-017 / 1.65 acres - with the proposed use being to place in a short-term rental program in the present zoning of R-1 Residential Single-Family. He stated that the property is not located in a subdivision, he and his father built the small cabin years ago, this had been utilized as a long-term rental, and Mr. Betterton lives next door, it is bordered on the other two sides by national forest property, and he plans to self-manage the property. He advised that the Planning Commission held the public hearing on the application, there was considerable opposition to the application, a community petition was presented, and an anti-short-term rental task force had formed. Mr. Sell stated the reasons for the opposition included concerns about visitors being in the area where everyone knew one another, decline of property values, and negative effects on the heritage / historic character of Kellum Valley. The Planning Commission recommended approval of the application. Mr. Sell presented a petition of support which included signatures that Mr. Betterton had gathered throughout the county. Mr. Brady Better stated that with all the opposition, not one person had ever come to him personally with their concerns so they could be discussed. He said he had experience with managing properties, he would be living next door, the property sits 300' off the road, the property is not visible from any other property, and there is a short-term rental directly across the road from this property. He stated that this was a matter of personal property rights and being told what you can and cannot do with unrestricted property that you own. Commissioner Bryant asked Mr. Betterton how many of the people who signed his petition of support lived in the Kellum Valley community. Mr. Betterton stated that would depend on how he defined community, however he could not give him that number off hand. Commissioner Bryant stated that he asked that question because of all the letters of opposition the Board had received from residents of Kellum Valley. Mr. Betterton explained that those who signed his support petition were those who knew first hand how he managed his properties. Mr. Sell confirmed for Chairman Turner that a previous request for a short-term rental in Kellum Valley had been denied in July 2023 and he did not know of any additional applications for short-term rentals in Kellum Valley slated to come before the Board.

Upon a motion made by Commissioner Nix, seconded by Commissioner Holcomb there was a motion to deny the land use application filed by Brady Betterton to request a conditional use permit for 1980 Kellum Valley Road Cleveland, Georgia 30528 - tax map & parcel 015-017 / 1.65 acres - with the requested use being to place in a short-term rental program in the present zoning of R-1 Residential Single-Family. Commissioner Nix stated that his reason for a motion to deny was that Kellum Valley was not a tourist destination, he wanted to be consistent with his voting, and the request would not be consistent with the characteristics of the neighborhood and area. Commissioner Holcomb stated that his second was based on all the calls he received from those who live in the area who were opposed to the application. Commissioner Bryant and Chairman Turner voted in favor of the motion. Commissioner Goodger opposed the motion to deny. The motion to deny the application of Mr. Brady Betterton passed by a 4-1 vote.

Mr. Sell presented the land use application filed by Kevin and Amy Kitching to request a conditional use permit for 85 Spring Crest Road Cleveland, Georgia 30528 - tax map and parcel 030D-061A / 4.66 acres with the

proposed use being to place in a short-term rental program with the present zoning of R-1 Residential Single-Family District. He stated that this property is not located in a subdivision and is recorded as an outparcel of the Spring Crest subdivision as are two (2) other parcels across Spring Crest Road. He advised that the property is accessed by a county road and there are several other short-term rentals in the immediate area. The Planning Commission held the public hearing, there was opposition at the public hearing, a petition was submitted by residents of the Spring Crest subdivision, and the Planning Commission made a recommendation to deny the application. Mr. Sell stated that the Kitching's planned to self-manage the property with a local cleaning person and a local real estate agent serving as the emergency contact person. He also stated that the owner of the property next door to the proposed short-term rental is in support of the application. Mr. Sell explained there is a stream buffer / watershed protection area running through the Kitching's property which prevents access from Alternate Hwy 75 and determined the homesite when it was constructed by a previous owner. He stated that when the home was built in 2017-2018, the property owner applied for and was granted access from Spring Crest Road (a county road). He confirmed for the Board that the property is not part of Spring Crest subdivision, the subdivision starts with the lot just past Kitching's property, and the subdivision covenants do not apply to the outparcels. Mr. Kevin Kitching stated that they began visiting White County about three (3) years ago, love all that the area has to offer, and began looking for a property purchase about three (3) years ago and just recently purchased this property. They are looking to rent the property when they are not utilizing it and hope to have the property for their future retirement. He stated that they did a lot of research and purchased the property understanding that it was not restricted and was located on a public road. He said they were also mentored on best practices (extra rental agreements, decibel monitoring, entry cameras, etc.) for operating a short-term rental, as this was a big investment for them. Mr. Kitching stated that in the Planning Commission meeting the subdivision signs on each side of the road were referred to as "gates", with one (1) of the two (2) signs being on their property and their research showed there was not legal reference to the signs being located there. Commissioner Bryant asked if notifying the Spring Crest Homeowners Association (HOA) that the sign should be moved in sixty (60) days was an example of being a good neighbor. Ms. Amy Kitching said that the referenced letter to the HOA stated they would be willing to discuss the sign with the HOA and that they really do not care about the sign, however following the Planning Commission meeting when this was identified as an obstacle to their application (and referred to as a gate) they wanted to address this in hopes of getting the approval and maybe the sign is better located at the actual beginning of the subdivision and not on their property. Commissioner Bryant stated that he receives many calls of complaints against short-term rentals every weekend. Chairman Turner asked staff how many short-term rental owners had received a second strike. Ms. Murphy and Mr. Sell confirmed that no one had been issued a first strike (or second strike). Mr. Sell stated that Code Enforcement had not received any complaints since the ordinance went into effect January 1, 2023. Mr. Sell confirmed that there was a short-term rental approved on one of the other outparcels (which accesses from Hwy 75 Alternate) in 2019.

Upon a motion made by Commissioner Goodger, seconded by Chairman Turner there was a vote to approve the land use application filed by Kevin and Amy Kitching to request a conditional use permit for 85 Spring Crest Road Cleveland, Georgia 30528 - tax map and parcel 030D-061A / 4.66 acres with the proposed use being to place in a short-term rental program and the present zoning is R-1 Residential Single-Family District. Commissioner Holcomb, Commissioner Nix, and Commissioner Bryant opposed the motion. The motion failed by a 2-3 vote.

Upon a motion made by Commissioner Bryant, seconded by Commissioner Holcomb there was a motion to deny the land use application filed by Kevin and Amy Kitching to request a conditional use permit for 85 Spring Crest Road Cleveland, Georgia 30528 - tax map and parcel 030D-061A / 4.66 acres with the proposed use being to

place in a short-term rental program and the present zoning is R-1 Residential Single-Family District – based on the property being part of the subdivision. Commissioner Nix voted in favor of the motion to deny. Chairman Turner and Commissioner Goodger opposed the motion to deny. The motion to deny passed by a 3-2 vote.

Sheriff Rick Kelley presented a request for the purchase of six (6) patrol vehicles with associated equipment. The vehicles would be purchased from Jacky Jones Dodge in Cleveland, Ga in the amount of \$252,539.94 and the vehicles would be equipped by Fasten Products at the cost of \$85,452.00, and radios would cost \$5,880.00 – for a total expense of \$343,871.00. Sheriff Kelley stated that he planned to surplus several older, high mileage vehicles during the next month.

Upon a motion made by Commissioner Bryant, seconded by Commissioner Goodger there was a unanimous vote to approve the Sheriff’s Office request for the purchase of six (6) vehicles and associated equipment in the amount of \$343,871.00 – to be funded through the 2020 SPLOST.

Mr. Sean Sullivan, Environmental Health Manager, presented a proposed, revised fee schedule for the Environmental Health Office. He explained that some new regulations had been adopted pertaining to body art, mobile food trucks, etc. and the last revision to the fee schedule was done in 2007. He advised that Habersham and Dawson counties had recently updated their fee schedules, so he used their new fees as a guide in establishing the revised schedule for White County. He confirmed that this fee schedule was adopted by the Board of Health in October 2023.

Upon a motion made by Commissioner Holcomb, seconded by Commissioner Bryant, there was a unanimous vote to adopt County Resolution No. 2023-12 approving the revised fee schedule for White County Environmental Health.

WHITE COUNTY BOARD OF COMMISSIONERS

RESOLUTION NO. 2023-12

A RESOLUTION

WHEREAS, White County has adopted the Health and Sanitation Regulations of the county Board of Health – Chapter 34 of the White County Code of Ordinances;


AND WHEREAS, there are fees associated with the Health and Sanitation Regulation which are reviewed from time to time;

AND WHEREAS, the White County Board of Health approved a revised fee schedule for the Environmental Health Division following a comprehensive review of that schedule which was previously adopted in 2007.

NOW THEREFORE, the White County Board of Commissioners hereby adopts the following fee schedule for the White County Environmental Health Office:

ADOPTED, this 25th day of Sept., 2023.

WHITE COUNTY BOARD OF COMMISSIONERS


Travis C. Turner, Chairman

Attest: Shanda Murphy
Shanda Murphy, County Clerk

September 25, 2023 – Work Session & Called Meeting Minutes (continued)

2023 White County Proposed Fee Adjustment			
	EFFECTIVE JAN/2007	EFFECTIVE JAN/2024	
Fee Description	Current Fee	Proposed Fee	County BOH Approved Ranges
Land Use:		Fee Increase/Change	Habersham 2023/Dawson 2023
		Remove Fee	
		New Fee	
Septic Tank Permit - Residential			
Based on Number of Bedrooms (1 to 2 Bedrooms)	\$300.00	\$300.00	\$200.00/\$325.00
Based on Number of Bedrooms (3 to 4 Bedrooms)	\$400.00	\$400.00	\$200.00/\$325.00
Based on Number of Bedrooms (5 or More Bedrooms)	\$500.00	\$500.00	\$200.00/\$425.00
Expired Residential Septic Permit Renewal Fee	same as per bedroom rate	same as per bedroom rate	
Residential Septic Tank Addition/Modification Permit	\$100.00	\$100.00	\$100.00/\$100.00
Residential Septic Repair Permit	\$100.00	\$100.00	\$75.00/\$100.00
Commercial Septic Permit-Initial, Addition, or Modification:			
0-1,000 gpd	\$350.00	\$350.00	\$350.00/\$325.00
1,001-3,000 gpd	\$450.00	\$450.00	\$450.00/\$425.00
3,001-6,000 gpd	\$650.00	\$650.00	\$550.00/\$425.00
6,001-10,000 gpd	\$850.00	\$850.00	\$700.00/\$425.00
Expired Commercial Septic Permit Renewal Fee	same as gpd rate	same as gpd rate	
Commercial Septic Repair Permit:			
0-1,000 gpd	\$175.00	\$175.00	\$150.00/\$150.00
1,001-3,000 gpd	\$225.00	\$225.00	\$150.00/\$150.00
3,001-6,000 gpd	\$325.00	\$325.00	\$150.00/\$150.00
6,001-10,000 gpd	\$425.00	\$425.00	\$150.00/\$150.00
Septic Permit Requiring Advanced/Aerobic Treatment System	\$500.00	\$500.00	\$300.00/----
Pump System w/o Aerobic Treatment (Plus Applicable Fee)	\$75.00	remove fee	\$100.00/----
Plat Stamp - Individual w/ 4 or less lots	\$25.00	\$50.00	\$100.00/\$75.00
Preliminary S/D Review Fee 10 Lots or Less	\$100.00	\$100.00	\$100.00/\$75.00 per lot
Preliminary S/D Review Fee 11-30 Lots	\$200.00	\$200.00	\$200.00/\$75.00 per lot
Preliminary S/D Review Fee 31-50 Lots	\$300.00	\$300.00	\$250.00/\$75.00 per lot
Preliminary S/D Review Fee 51 or More Lots	\$300 plus \$5 per lot	\$300 plus \$10 per lot	\$300+ \$10.00 per lot over 50/\$75.00 per lot
Final Approval S/D Per Lot	\$40.00	\$50.00 per lot	\$50.00 per lot/\$75.00 per lot
Site Prior to Purchase	\$60.00	\$75.00	\$75.00/\$125.00
Existing Septic System Evaluation	\$60.00	\$75.00	\$75.00/\$125.00
Installing Without a Permit and/or for Litigation (Plus Applicable Permit Fee)	\$500.00	\$500.00	-----/-----
Septic Tank Re-Inspection	\$75.00	\$75.00	\$150.00/\$75.00
Special Case Permit (for litigation)	\$300.00	remove fee	\$500.00/-----
Land Application - Domestic Sewage	\$750.00	remove fee	-----/-----
Port-a-John Permit	\$50.00	\$50.00	-----/\$75.00
Each Additional Toilet	-----	\$10.00	-----/\$10.00
Septage/Portable Pumper Truck Permit	\$75.00	\$100.00	\$125.00/\$100.00
Each additional truck	\$35.00	\$50.00	\$30.00/\$50.00

September 25, 2023 – Work Session & Called Meeting Minutes (continued)

Food Service:			
Food Service Plan Review (All Business Models)	\$100.00	\$200.00	\$200.00/\$200.00
Food Service Permit - Initial	\$325.00	\$325.00	\$200.00/\$325.00
Annual Inspection Fee Based on # of seats:			
0-25 Seats	\$200.00	\$225.00	\$200.00/\$225.00
26-100 Seats	\$250.00	remove fee	
26-50 Seats	-----	\$250.00	\$225.00/\$250.00
51-100 Seats	-----	\$275.00	\$250.00/\$275.00
More Than 100 Seats	\$300.00	\$300.00	\$275.00/\$325.00
Mobile Unit/Mobile Base/Extended FS (each permit)	-----	\$300.00	\$175.00/\$225.00
Mobile Unit Permit (Each Additional Vehicle)	\$300.00	\$300.00	\$250.00/\$325.00
Mobile Unit Authorization Fee	-----	\$50.00	\$50.00/\$50.00
Authorized Mobile Unit Inspection Fee	-----	\$100.00	\$100.00/\$100.00
Food Service Re-Inspection	\$75.00	\$100.00	\$150.00/-----
Resubmittal of FS Plans for Review 3rd plus	\$75.00	\$75.00	-----/\$50.00
Food Service Site Prior to Purchase	\$60.00	\$75.00	\$75.00/\$125.00
Temporary For Profit Food Service Permit	\$40.00	\$50.00	\$50.00/\$50.00
Temporary Food Service Inspection Fee (Non-Profit)	-----	\$50.00	\$50.00/\$50.00
Food Service Class - Group (Maximum of 20 People)	\$100.00	remove fee	\$100.00/-----
Operating Without a Permit (Plus Applicable Permit Fee)	\$500.00	\$500.00	\$500.00/-----
Tourist Accommodations:			
Includes: Hotels, Motels, Cabins, RV Parks, Campgrounds			
Tourist Accommodation Plan Review	\$100.00	\$200.00	\$150.00/\$200.00
Tourist Accommodations - Initial Permit	\$275.00	\$275.00	\$200.00/\$275.00
Annual Fee			
5 or Less Rooms/Cabins/RV Sites	\$175.00	\$175.00	\$150.00/\$225.00
6-30 Rooms/Cabins/RV Sites	\$225.00	\$225.00	\$175.00/\$225.00
30(+) Rooms/Cabins/RV Sites	\$250.00	\$250.00	\$200.00/\$250.00
Tourist Accommodation Re-Inspection	\$75.00	\$100.00	\$150.00/-----
Resubmittal of TA plans for review 3rd plus	-----	\$75.00	-----/\$50.00
Operating Without a Permit (Plus Applicable Permit Fee)	\$500.00	\$500.00	\$500.00/-----
Site Prior to Purchase	\$60.00	\$75.00	\$75.00/\$125.00
Public Swimming Pools/Spas/Recreational Waterparks			
Pool/Waterpark/Spa Plan Review	\$100.00	\$200.00	\$250.00/\$200.00
Construction Permit with Inspections	\$100.00	remove fee	-----/-----
Operating Permit with Inspections (Pool Annual)	\$150.00	\$150.00	\$100.00/\$200.00
Operating Permit with Inspections (Spa Annual)	\$75.00	\$100.00	\$100.00/\$200.00
Each Additional Spa	\$35.00	\$50.00	\$25.00/\$100.00
Re-inspection Fee	\$35.00	\$100.00	\$150.00/\$75.00
Water Parks and Multi-Unit Establishments	\$150.00	remove fee	-----/-----
Each Additional Station (Pool, Spa, Slide, etc.)	\$25.00	remove fee	-----/-----
Re-Submittal of Plans 3rd plus	\$75.00	\$75.00	-----/\$50.00
Operating without a Permit (Plus Applicable Permit Fee)	\$300.00	\$500.00	\$500.00/-----

Well permits /water samples			
Well Permit	\$50.00	\$60.00	-----/-----
Well Permit Applied at Same Time as Septic	\$25.00	remove fee	
Installing Well Without Permit	\$500.00 to owner and driller	\$500.00 to owner and driller	-----/-----
Water Sample	\$50.00	\$50.00	\$50.00/\$50.00
**Includes One Re-Sample After Disinfection and Well Protection - No Charge			
Body Art Facility:			
Body Art Establishment Plan Review Fee	-----	\$200.00	\$200.00/\$200.00
Body Art Establishment Permit	\$150.00	\$200.00	\$200.00/\$200.00
Body Art Establishment Fee (Annual Inspection)	\$100.00	\$200.00	\$200.00/\$200.00
Body Art Technician Permit	\$25.00	remove fee	-----/-----
Body Art Technician (Annual Inspection)	\$25.00	remove fee	
Site Prior to Purchase	\$60.00	\$75.00	\$75.00/\$125.00
Re-submittal of BA Plans For Review 3rd Plus	-----	\$75.00	-----/\$50.00
Temporary Body Art Establishment Fee	-----	\$125.00	\$50.00/\$150.00
Temporary/Guest BA Technician Permit	-----	\$50.00	\$50.00/\$75.00
Body Art Technician Exam Fee	-----	\$50.00	\$50.00/-----
Body Art Facility Operating without a permit (Plus Applicable Permit Fee)	-----	\$500.00	\$500.00/-----
Re-inspection Fee	-----	\$100.00	\$150/-----
Other			
Environmental Record Search	\$15.00	Fee alignment with OCGA	
Any Facility Annual Fee Not Paid By The Deadline	Fee is Doubled	Fee is Doubled	

Mr. Derick Canupp, Director of Public Works, presented a request for the purchase of a John Deere 6110 tractor (\$116,180.68) and an Alamo slope mower (\$85,625.60) for the Road Department. He advised that the current frontline machine is a 2007 model with 11,817 hours – which is used on a year-round basis.

Upon a motion made by Commissioner Goodger, seconded by Commissioner Holcomb there was a unanimous vote to approve the purchase of a John Deere 6110 tractor (\$116,180.68) and an Alamo slope mower (\$85,625.60) for the Road Department -total amount approved \$201,806.28 to be funded by the 2020 SPLOST and purchased under state contract pricing.

Mr. Canupp stated that the county had been awarded a Georgia Department of Transportation (GDOT) Highway Safety Grant in the amount of \$235,000.00 – for which a 30% local match was required with a total project value of \$305,500.00 – and a road sign contract had been previously awarded under the grant to Yunex Traffic, LLC in the amount of \$165,766.45. In order to maximize the value of the grant, Mr. Canupp was presenting a change order for the Yunex Traffic, LLC contract in the amount of \$139,152.30 for road stripping on 11 county roads - which would achieve a total project value of \$304,918.75 (\$235,000.00 grant funds and \$69,918.75 2020 SPLOST Funds).

Upon a motion made by Commissioner Nix, seconded by Commissioner Goodger there was a unanimous vote to approve the change order for the contract with Yunex Traffic, LLC for addition of roadway striping for 11 county roads in the amount of \$139,152.30– in order to maximize the value of the Georgia Department of Transportation (GDOT) Safety Improvement Grant – with the final total project cost being \$304,918.75 (\$235,000.00 grant funds and \$69,918.75 2020 SPLOST Funds).

Mr. Canupp presented a memorandum of understanding (MOA) with the Georgia Department of Transportation (GDOT) for the replacement of Roy Powers Road Bridge through the Local Bridge Replacement (LOCBR) Program. He stated that with this bridge being a tier 1 bridge, the county local share would be \$50,000.00 and this would be incorporated into GDOT's FY28 work schedule. He emphasized the value of this opportunity to participate in this program and the substantial cost savings this would be for this project to the county.

Upon a motion made by Commission Bryant, seconded by Commissioner Nix there was a unanimous vote to a memorandum of understanding (MOA) with the Georgia Department of Transportation (GDOT) for the replacement of Roy Powers Road Bridge through the Local Bridge Replacement (LOCBR) Program – with the county's local share of \$50,000.00 being funded through 2020 SPLOST.

Mr. Canupp presented a memorandum of understanding (MOA) with the Georgia Department of Transportation (GDOT) for the replacement of Webster Lake Road Bridge through the Local Bridge Replacement (LOCBR) Program. He stated that with this bridge being a tier 2 bridge, the county local share would be \$75,000.00 and this would be incorporated into GDOT's FY28 work schedule. He emphasized the value of this opportunity to participate in this program and the substantial cost savings this would be for this project to the county.

Upon a motion made by Commission Holcomb, seconded by Commissioner Nix there was a unanimous vote to a memorandum of understanding (MOA) with the Georgia Department of Transportation (GDOT) for the replacement of Webster Lake Road Bridge through the Local Bridge Replacement (LOCBR) Program – with the county's local share of \$75,000.00 being funded through 2014 SPLOST.

Mr. Canupp presented a surplus resolution requesting the surplus of various vehicles and equipment which had reached the end of their useful life, with many being completely inoperable. He requested that funds from the

sell of any of these items be returned to the Road Department budget for the purchase of new supplies and equipment.

Upon a motion made by Commissioner Nix, seconded by Commissioner Goodger, there was a unanimous vote to approve County Resolution No. 2013-13 for the surplus of vehicles and equipment from the Road Department.

WHITE COUNTY BOARD OF COMMISSIONERS

RESOLUTION NO. 2023- 13

TO DECLARE CERTAIN PROPERTY OWNED BY WHITE COUNTY TO BE SURPLUS PROPERTY; TO PROVIDE FOR THE DISPOSAL OF SAID PROPERTY BY ON-LINE AUCTION THROUGH GOVDEALS; TO PROVIDE FOR ADVERTISING OF SAID DISPOSITION OF SAID PROPERTY; AND TO AUTHORIZE A REPRESENTATIVE OF WHITE COUNTY TO EXECUTE ANY TITLE TRANSFERS AND BILLS OF SALE ON THE PROPERTY – WITH PROCEEDS FROM THE SURPLUS SALE TO BE DESIGNATED FOR THE SURPLUSING DEPARTMENTS OPERATIONAL NEEDS.

WHEREAS, the Board of Commissioners of White County have determined that certain County-owned property is surplus; and

WHEREAS, the Board of Commissioners of White County desires to dispose of said property through the government on-line auction and to give public notice of said disposition;

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

-1-

The Board of Commissioners of White County hereby declares that the property described in Exhibit "A" attached hereto and incorporated herein by reference is surplus and shall be disposed of by the county by government on-line auction to the highest responsible bidder for each item – with proceeds of sale returning to the department of origin. All surplus personal property will be sold "as is" and must be removed from the county property by the successful bidder within ten (10) days from the award of the bid, except as otherwise provided in Exhibit "A."

-2-

The Board of Commissioners of White County reserves the right to refuse any and all bids on said property.

-3-

The County Manager is hereby authorized to execute any title transfers and bills of sale to the successful bidders on the personal property.

ADOPTED, this 25th day of Sept. 2023.

WHITE COUNTY BOARD OF COMMISSIONERS


Travis C. Turner, Chairman

ATTEST:


Shanda Murphy, County Clerk

September 25, 2023 – Work Session & Called Meeting Minutes (continued)

Unit No.	Item Description	Year	Make	Model	Serial No.	Notes
N/A	Pressure Washer	?	Colman Ultima	?	?	Junk
1305	4-Door Truck	1993	Ford	Superduty	2FDLF47MXPCA91837	Traded for 2012 F-350 from Animal Control
1010	1/2 Ton Truck	1997	Ford	F-150	1FTDF1828VNC96844	Junk
3502	Hydro Seeder	1980	FINN	T-150	35?	Junk
N/A	Tractor Sweep	?	?	?	?	Junk
N/A	Trailer (Hey)	1973	Manon	Trailer	22342	Junk
N/A	Trash Trailer	N/A	N/A	N/A	N/A	Junk
1103	Van	1987	GMC	?	1GBFP22JH3839002	Junk
N/A	Tack Storage Tank	?	Dura Patch	?	?	Junk
N/A	Old Pumper Tank	?	?	?	?	Junk

Mr. David Murphy, Director of Public Safety, presented a proposal for the renovation of Fire Stations 6 (Hwy 129 North) and 4 (Westmoreland Road) as related to use for 24-hour shift personnel. He stated that these stations were built in the 1990's for volunteers, however the needs at these stations have dramatically changed with the hiring of full-time (male and female) firefighters over the past few years. Very minor renovations had been made to accommodate the paid staff and now more significant renovations were needed for adequate sleeping quarters, restroom facilities, and station 6 needs central heating and air. Drawings were presented to detail the proposed renovations.

Upon a motion made by Commissioner Nix, seconded by Commissioner Holcomb, there was a unanimous vote to approve obtaining bids for the proposal as presented, with the bid results / contract being brought back to the board of approval.

Ms. Jodi Ligon, Finance Director, presented the monthly financial status report (see attached).

Commissioner Nix stated that the Board had been inundated with land use applications for short-term rentals and he suggested the Board consider a 120-day moratorium effective October 2, 2023 on any new short-term rental land use applications in order to give the Planning Commission the opportunity to clear the applications currently clogging the system and for the Board to get an accurate count on the number of short-term rentals operating in the county. He stated that once this occurred, maybe the Board would have a better way to regulate this industry of short-term rentals. There was a consensus that any land use applications for short-term rentals turned into the Planning Department by October 2, 2023 would be allowed to continue through the current process.

Ms. Murphy shared the following information:

- The Business Tax Office has issued 464 host licenses, representing 513 properties.
- 69 properties have been identified as non-complaint by the Host Compliance Software – of those 36 are in the process of coming into compliance.
- Host Compliance has 128 short-term rental listings identified that have not yet been matched with a map & parcel number.

September 25, 2023 – Work Session & Called Meeting Minutes (continued)

- Based on all data available, the estimated number of short-term rentals (not including bed & breakfasts, hotels, motels, campgrounds, RV Parks, lodges, etc. – as per the short-term rental ordinance) – is 661.

Upon a motion made by Commissioner Nix, seconded by Commissioner Goodger there was a unanimous vote to implement a 120-day moratorium effective October 2, 2023 on any new short-term rental land use applications.

Chairman Turner asked that Ms. Murphy begin sending a weekly short-term rental report to the Board.

The agenda for the October 2, 2023 Regular Meeting was reviewed.

Upon a motion made by Commissioner Goodger, seconded by Commissioner Bryant, there was a unanimous vote to adjourn the meeting.

The minutes of the September 25, 2023 Work Session & Called Meeting were approved as stated this 2nd day of October, 2023.

WHITE COUNTY BOARD OF COMMISSIONERS

Travis C. Turner, Chairman

Terry D. Goodger, District 1

Lyn Holcomb, District 2

Edwin Nix, District 3

Craig Bryant, District 4

Shanda Murphy, County Clerk



WHITE COUNTY

Board of Commissioners

Item Title: Evaluation of options for the Guaranteed Max Price (GMP) for the Yonah Preserve Recreation Center Project

For Meeting Date: 10/2/2023

Work Session **Regular Meeting** **Public Hearing**

Category (Select One): Contract / IGA

Submitted By:

Attachments: Yes **If yes, please list each file name below:**

1. Summary info on options presented by Construction Manager
2. Costing Sheets for options
- 3.

Purpose:

Review bids received and consider options presented for this project.

Background / Summary:

-

Department Recommendation:

Options:

-

Budget Information: Applicable Not Applicable

Budgeted: Yes No

Finance Director's Comments (if applicable):

- There is approximately \$6 million in designated reserves for the Yonah Preserve Recreation Center project. Hotel / Motel fund balance could be used as another funding source.

County Manager Comments:

- See the finance director's comments.

Shanda Murphy

From: Billy Pittard
Sent: Thursday, September 21, 2023 4:29 PM
To: Commissioners Group
Subject: FW: Yonah Preserve Recreation Center- Guaranteed Maximum Price
Attachments: 2320- Yonah Preserve Recreation Center- GMP.pdf

Categories: Red Category

Chairman Turner has asked that I forward the most recent YP GMP. There are several options in the attachments that include Value engineering (VE), Pavilion exclusion, and the elimination of the Splash Pad. Hopefully, everyone will have a chance to review the options and be prepared to discuss at Monday's meeting. Please do not hesitate to call if you have any questions.

From: CJ McDonald <CJ@charlesblackconstruction.com>
Sent: Wednesday, September 20, 2023 4:31 PM
To: Billy Pittard <BPittard@whitecounty.net>; Travis Turner <travis.turner@whitecounty.net>
Cc: Jeff Crocker <jeff@bcamail.com>; Mark Sills <msills@bcamail.com>; Rachel Gibson <rachel@bcamail.com>; Kim Rich <kim@charlesblackconstruction.com>
Subject: Yonah Preserve Recreation Center- Guaranteed Maximum Price

[EXTERNAL SENDER - PROCEED CAUTIOUSLY]

Team,

See attached PDF for the different GMPs for the project. This price is based on the design documents provided to use by BCA and any subsequent addendum and clarifications. Please note, each GMP is a different scenario as explained below:

- The first GMP is the Yonah Recreation Gym and sitework with no pavilion or splash pad. This **includes** the value engineering items that I will delineate later in the email.
- The second GMP is the Yonah Recreation Gym and sitework with Alternate #1 included. Alternate #1 the steel pavilion as designed.
- The third GMP is the Yonah Recreation Gym and sitework with an allowance to build a stick frame pavilion similar to the one we built at the Yonah Preserve Trailhead.
- The fourth GMP is the Yonah Recreation Gym and sitework with an allowance to build a stick frame pavilion similar to the one we built at the Yonah Preserve Trailhead as well as a **\$450,000** allowance for a recirculation system splash pad. I have spoken directly with Kimberly's splash pad vendor of choice and told him our budgetary situation. The reason this is an allowance is because they will design and build the splash pad around your budget. They may be able to do it a little cheaper but when you start looking at recirc splash pads under 400-350, you aren't looking at much of a splash pad at all in terms of size and features.
- The fifth GMP is the Yonah Recreation Gym and sitework with and a **\$350,000** allowance for a flow through splash pad with no pavilion. This is a cheaper up front option but will use significantly more water over time and will cost more operationally. This type of splash pad can be built with or without a pavilion. The recirculation system splash pad has to have a pump room so it really needs to be built in tandem with some type of pavilion.

Regarding the Value Engineering items that were reflected in the GMPs:

- **\$105,000** to remove the Nichiha Ceiling System from the outdoor canopy. Please note, per BCA's they have recommended against this because of maintenance and bird nesting potential. If the Owner is dead set against this VE item, I would need to refigure the above GMPs to include this. One possible solution is to revisit this closer to the end of the project and pay for it out of contingency if there is still enough contingency money (I believe this ceiling can be done towards the very end of the project if needed). Another solution is to wait and see if there is significant nesting problems and put a netting system underneath the canopy if needed. They make netting similar to Yonah Preserve ballfield netting but with smaller spacing.
- **\$42,256** to use GMX Bon-Dry as a Fluid Applied Water/Air Barrier in lieu of the WR Meadows Air Shield LM.
- **\$36,241** to use regular painted CMU in lieu of Ground Face Block.
- **\$34,354** to use EIFS in lieu of ACM Panels.
- **\$98,000** to not do the extra sitework for the future open air arena.

A few more items to note:

- There is possibly some savings regarding the dry sprinkler system not being needed for the gym canopy. We will not know this until the state fire marshal confirms it.
- I have used the second bidder for the specialties package because the low bidder had left some items out.
- I have used the third bidder for Gymnasium Bleachers. This total item is \$202,900. The low bidder was ~\$120,000. There was some confusion in the bidding process amongst this scope, particularly in regards to the "VIP" type seating requested. I have left the higher number in the GMP so we can ensure everyone is getting what they want but there may be some savings here.
- The plumbing contractor is listed at TBD because the alternate affects which plumbing contractor had the low bid.

Let me know if you would like to sit down and look at anything or if I need to modify anything.

Thank you,

CJ McDonald
Project Manager

Charles Black Construction Company Inc.
1955 Highway 129 South
Cleveland, Georgia, 30528
Cell (706) 878-9379
Office (706) 865-3155
Fax (706) 865-7032



Yonah Preserve Recreation Center
 CM : Charles Black Construction Company, Inc.

GMP

Bid Date: September 14, 2023

Package Number	Code	Item	Actual Bids	Trade Contractor
	010	General Conditions	610,000	
	011	Reimbursables	350,000	
1	020	Sitework	1,109,427	Appalachian Grading
2	030	Concrete	670,000	CBCC
3	040	Masonry	888,893	CBCC
4	050	Structural & Miscellaneous Steel	1,094,000	Benco Welding Co., Inc.
5	070	TPO Roofing	640,000	HBC Roofs, LLC
6	080	Hollow Metal Doors and Frames & Hardwar	127,528	Engineered Openings
7	085	Overhead Coiling Doors and Sectional Door	58,350	Holloway Door
8	088	Aluminum Entrances and Storefront/Glass &	284,861	Commercial Glass Installation
9	090	Drywall/Ceilings/EIFS/Acoustical Panels	790,686	Simco Interiors, Inc.
10	095	Tile	20,840	DCO Commercial Floors
11	096	Resilient Tile Flooring, Carpet, Base & Acc	49,200	DCO Commercial Floors
12	097	Decorative Epoxy Flooring	16,350	MC's Coatings
13	098	Athletic Wood Flooring	223,985	Knight Hardwood Flooring
14	099	Interior/Exterior Painting	82,400	CSP AEI, LLC
15	100	Specialties	86,453	Scratch and Seal, LLC
16	105	Aluminum Canopies	15,000	Allowance
17	110	Gymnasium Equipment	153,011	GA Institutional Furnishings
18	120	Manufactured & Architectural Casework	48,128	The Braley Company
19	125	Gymnasium Bleachers	202,900	TBD
20	150	Pluming	278,595	TBD
21	153	Fire Protection (Sprinkler)	154,900	Amber Fire Protection
22	155	HVAC	645,000	Stiles Heating and Cooling
23	160	Electrical	404,730	Cain Electric Co., Inc.
		Subtotal	\$ 9,005,237	
	4.00%	CM Fee	\$ 360,209	
		Total	\$ 9,365,446	
	2.50%	Contingency	\$ 234,136	
		Total GMP	\$ 9,599,583	



Yonah Preserve Recreation Center
 CM : Charles Black Construction Company, Inc.

GMP with Alternate #1
 Bid Date: September 14, 2023

Package Number	Code	Item	Actual Bids	Alternate #1 Add	Bids with Pavillion	Trade Contractor
	010	General Conditions	610,000	0	610,000	
	011	Reimbursable	350,000	0	350,000	
1	020	Sitework	1,109,427		1,109,427	Appalachian Grading
2	030	Concrete	670,000	35,000	705,000	CBCC
3	040	Masonry	888,893	100,000	988,893	CBCC
4	050	Structural & Miscellaneous Steel	1,094,000	102,900	1,196,900	Benco Welding Co., Inc.
5	070	TPO Roofing	640,000	77,400	717,400	HBC Roofs, LLC
6	080	Hollow Metal Doors and Frames & Hardware	127,528	8,868	136,396	Engineered Openings
7	085	Overhead Coiling Doors and Sectional Doors	58,350		58,350	Hollowway Door
8	088	Aluminum Entrances and Storefront/Glass & Partitions	284,861		284,861	Commercial Glass Installation
9	090	Drywall/Ceilings/EIFS/Acoustical Panels	790,686	61,868	852,554	Simco Interiors, Inc.
10	095	Tile	20,840		20,840	DCO Commercial Floors
11	096	Resilient Tile Flooring, Carpet, Base & Accessories	49,200	900	50,100	DCO Commercial Floors
12	097	Decorative Epoxy Flooring	16,350	3,000	19,350	MC's Coatings
13	098	Athletic Wood Flooring	223,985		223,985	Knight Hardwood Flooring
14	099	Interior/Exterior Painting	82,400	10,000	92,400	CSP AEI, LLC
15	100	Specialties	86,453	10,963	97,416	Scratch and Seal, LLC
16	105	Aluminum Canopies	15,000		15,000	Allowance
17	110	Gymnasium Equipment	153,011		153,011	GA Institutional Furnishings
18	120	Manufactured & Architectural Casework	48,128		48,128	The Braley Company
19	125	Gymnasium Bleachers	202,900		202,900	TBD
20	150	Plumbing	278,595	35,455	314,050	TBD
21	153	Fire Protection (Sprinkler)	154,900		154,900	Amber Fire Protection
22	155	HVAC	645,000	8,000	653,000	Stiles Heating and Cooling
23	160	Electrical	404,730	51,000	455,730	Cain Electric Co., Inc.
		Nichiha Ceiling Allowance	0	40,000	40,000	
					0	
		Subtotal	\$ 9,005,237		\$ 9,550,591	
	4.00%	CM Fee	\$ 360,209		\$ 382,024	
		Total	\$ 9,365,446		\$ 9,932,615	
	2.50%	Contingency	\$ 234,136		\$ 248,315	
		Total GMP	\$ 9,599,583		\$ 10,180,930	



Yonah Preserve Recreation Center
CM : Charles Black Construction Company, Inc.
 GMP with Wood Framed Pavillion Allowance
 Bid Date: September 14, 2023

Package Number	Code	Item	Actual Bids	Trade Contractor
	010	General Conditions	610,000	
	011	Reimbursable	350,000	
1	020	Sitework	1,109,427	Appalachian Grading
2	030	Concrete	670,000	CBCC
3	040	Masonry	888,893	CBCC
4	050	Structural & Miscellaneous Steel	1,094,000	Benco Welding Co., Inc.
5	070	TPO Roofing	640,000	HBC Roofs, LLC
6	080	Hollow Metal Doors and Frames & Hardware	127,528	Engineered Openings
7	085	Overhead Coiling Doors and Sectional Doors	58,350	Holloway Door
8	088	Aluminum Entrances and Storefront/Glass &	284,861	Commercial Glass Installation
9	090	Drywall/Ceilings/EIFS/Acoustical Panels	790,686	Simco Interiors, Inc.
10	095	Tile	20,840	DCO Commercial Floors
11	096	Resilient Tile Flooring, Carpet, Base & Acc	49,200	DCO Commercial Floors
12	097	Decorative Epoxy Flooring	16,350	MC's Coatings
13	098	Athletic Wood Flooring	223,985	Knight Hardwood Flooring
14	099	Interior/Exterior Painting	82,400	CSP AEI, LLC
15	100	Specialties	86,453	Scratch and Seal, LLC
16	105	Aluminum Canopies	15,000	Allowance
17	110	Gymnasium Equipment	153,011	GA Institutional Furnishings
18	120	Manufactured & Architectural Casework	48,128	The Braley Company
19	125	Gymnasium Bleachers	202,900	TBD
20	150	Plumbing	278,595	TBD
21	153	Fire Protection (Sprinkler)	154,900	Amber Fire Protection
22	155	HVAC	645,000	Stiles Heating and Cooling
23	160	Electrical	404,730	Cain Electric Co., Inc.
		Allowance for Wood Framed Pavillion	275,000	Allowance
		Subtotal	\$ 9,280,237	
	4.00%	CM Fee	\$ 371,209	
		Total	\$ 9,651,446	
	2.50%	Contingency	\$ 241,286	
		Total GMP	\$ 9,892,733	



Yonah Preserve Recreation Center
CM : Charles Black Construction Company, Inc.
 GMP with Wood Framed Pavillion and Splash Pad Allowances
 Bid Date: September 14, 2023

Package Number	Code	Item	Actual Bids	Trade Contractor
	010	General Conditions	610,000	
	011	Reimbursable	350,000	
1	020	Sitework	1,109,427	Appalachian Grading
2	030	Concrete	670,000	CBCC
3	040	Masonry	888,893	CBCC
4	050	Structural & Miscellaneous Steel	1,094,000	Benco Welding Co., Inc.
5	070	TPO Roofing	640,000	HBC Roofs, LLC
6	080	Hollow Metal Doors and Frames & Hardware	127,528	Engineered Openings
7	085	Overhead Coiling Doors and Sectional Doors	58,350	Holloway Door
8	088	Aluminum Entrances and Storefront/Glass &	284,861	Commercial Glass Installation
9	090	Drywall/Ceilings/EIFS/Acoustical Panels	790,686	Simco Interiors, Inc.
10	095	Tile	20,840	DCO Commercial Floors
11	096	Resilient Tile Flooring, Carpet, Base & Acc	49,200	DCO Commercial Floors
12	097	Decorative Epoxy Flooring	16,350	MC's Coatings
13	098	Athletic Wood Flooring	223,985	Knight Hardwood Flooring
14	099	Interior/Exterior Painting	82,400	CSP AEI, LLC
15	100	Specialties	86,453	Scratch and Seal, LLC
16	105	Aluminum Canopies	15,000	Allowance
17	110	Gymnasium Equipment	153,011	GA Institutional Furnishings
18	120	Manufactured & Architectural Casework	48,128	The Braley Company
19	125	Gymnasium Bleachers	202,900	TBD
20	150	Plumbing	278,595	TBD
21	153	Fire Protection (Sprinkler)	154,900	Amber Fire Protection
22	155	HVAC	645,000	Stiles Heating and Cooling
23	160	Electrical	404,730	Cain Electric Co., Inc.
		Allowance for Wood Framed Pavillion	275,000	Allowance- Various Subs
		Splash Pad Allowance	450,000	Allowance
		Subtotal	\$ 9,730,237	
	4.00%	CM Fee	\$ 389,209	
		Total	\$ 10,119,446	
	2.50%	Contingency	\$ 252,986	
		Total GMP	\$ 10,372,433	



Yonah Preserve Recreation Center
CM : Charles Black Construction Company, Inc.
 GMP with Flow Through Splash Pad Allowance/ No Pavillion
 Bid Date: September 14, 2023

Package Number	Code	Item	Actual Bids	Trade Contractor
	010	General Conditions	610,000	
	011	Reimbursable	350,000	
1	020	Sitework	1,109,427	Appalachian Grading
2	030	Concrete	670,000	CBCC
3	040	Masonry	888,893	CBCC
4	050	Structural & Miscellaneous Steel	1,094,000	Benco Welding Co., Inc.
5	070	TPO Roofing	640,000	HBC Roofs, LLC
6	080	Hollow Metal Doors and Frames & Hardware	127,528	Engineered Openings
7	085	Overhead Coiling Doors and Sectional Doors	58,350	Holloway Door
8	088	Aluminum Entrances and Storefront/Glass &	284,861	Commercial Glass Installation
9	090	Drywall/Ceilings/EIFS/Acoustical Panels	790,686	Simco Interiors, Inc.
10	095	Tile	20,840	DCO Commercial Floors
11	096	Resilient Tile Flooring, Carpet, Base & Acc	49,200	DCO Commercial Floors
12	097	Decorative Epoxy Flooring	16,350	MC's Coatings
13	098	Athletic Wood Flooring	223,985	Knight Hardwood Flooring
14	099	Interior/Exterior Painting	82,400	CSP AEI, LLC
15	100	Specialties	86,453	Scratch and Seal, LLC
16	105	Aluminum Canopies	15,000	Allowance
17	110	Gymnasium Equipment	153,011	GA Institutional Furnishings
18	120	Manufactured & Architectural Casework	48,128	The Braley Company
19	125	Gymnasium Bleachers	202,900	TBD
20	150	Plumbing	278,595	TBD
21	153	Fire Protection (Sprinkler)	154,900	Amber Fire Protection
22	155	HVAC	645,000	Stiles Heating and Cooling
23	160	Electrical	404,730	Cain Electric Co., Inc.
		Splash Pad with no pavillion	350,000	Allowance
		Subtotal	\$ 9,355,237	
	4.00%	CM Fee	\$ 374,209	
		Total	\$ 9,729,446	
	2.50%	Contingency	\$ 243,236	
		Total GMP	\$ 9,972,683	



WHITE COUNTY

Board of Commissioners

Item Title: Annexation - City of Cleveland

For Meeting Date: 10/2/2023

Work Session **Regular Meeting** **Public Hearing**

Category (Select One): Other

Submitted By: Shanda Murphy

Attachments: Yes **If yes, please list each file name below:**

1. Annexation package submitted by the City of Cleveland
2. _____
3. _____

Purpose:

Consider the request for annexation into the City of Cleveland for 0.694 acres of property located on tax map & parcel 048C-166 and owned by Dr. Roy Brogdon.

Background / Summary:

- This annexation package was submitted to the County on September 20, 2023.

Department Recommendation:

Options:

- Support annexation
- Dispute annexation

Budget Information: Applicable Not Applicable

Budgeted: Yes No

Finance Director's Comments (if applicable):

-

County Manager Comments:

- I see no reason to oppose this annexation request.



SMITH GILLIAM WILLIAMS & MILES

Website: sgwmfirm.com

Phone: 770.536.3381

Fax: 770.531.1481

Mailing Address: P.O. Box 1098
Gainesville, GA 30503

September 20, 2023

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED AND
HAND DELIVERY

Mr. Bill Pittard, County Manager
White County Board of Commissioners
1235 Helen Highway
Cleveland, Georgia 30528

RE: 0 Highway 129 South, Cleveland, GA
Tax ID 048C 166

Dear Mr. Pittard:

Please be advised that the City of Cleveland, Georgia, by the authority vested in the Mayor and Council of the City of Cleveland by Article 2 of Chapter 36, Title 36, of the Official Code of Georgia Annotated, intends to annex the above referenced 0.694 acres known as Tax Parcel 048C 166 hereinafter more particularly described, by Ordinance at a regular meeting of the Mayor and City Council.

This letter has been sent to you by CERTIFIED MAIL RETURN RECEIPT REQUESTED and HAND DELIVERY within five (5) business days of the last amendment to the application for annexation, and in accordance with O.C.G.A. Section 36-36-6 and O.C.G.A. 36-36-9 and after receipt of said application for annexation pursuant to O.C.G.A. Section 36-36-111.

Also in order to comply with our intergovernmental agreement dated July 1, 1998, as well as the requirements of O.C.G.A. Sections 36-36-6 and 36-36-111 concerning the proposed annexation into the City of Cleveland of the above-referenced tract as requested by Dr. Roy Brogdon, a copy of said application for annexation, as well as certain additional information, is provided so that you may respond.

The referenced property is more particularly described as follows:

ALL THAT TRACT OR PARCEL OF LAND Tract "1" & "2" lying and being in Land Lot 41, 2nd District, White County, Georgia, and being parcel of land on a plat of survey dated August 8, 2023, prepared by Douglas R. Sherrill, Georgia Registered Land Surveyor, being more particularly described as follows:

Street Address:

Smith Gilliam Williams & Miles, P.A.
340 Jesse Jewell Parkway, Suite 300
Gainesville, GA 30501

In Your Community. In Your Corner.

TRACT 1

Beginning at a point at the Northwest corner of Tract "1" N/F Roy & Barbara Brogdon & Highway 129 (Right-of-Way Varies); thence traveling along the same bounded line of N/F Roy & Barbara Brogdon & N/F Roger Craven S 85°45'00" E a distance of 19.24' to a point; thence traveling along the same bounded line of N/F Roy & Barbara Brogdon Tract "2" S 04°15'00" W a distance of 140.00' to a point; thence traveling along the same bounded line of N/F Roy & Barbara Brogdon & N/F Susan McDonald N 85°45'00" W a distance of 19.24' to a point; thence traveling along the same bounded line of N/F Roy & Barbara Brogdon and Highway 129 (Right-of-Way Varies) N 04°15'00" E a distance of 140.00' to a point; which is the point of beginning, having an area of 2693.5 square feet, 0.062 acres.

TRACT 2

Beginning at a point at the Northwest corner of Tract "1" & Tract "2" N/F Roy & Barbara Brogdon & N/F Roger Craven; thence traveling along the same bounded line of N/F Roy & Barbara Brogdon & N/F Roger Craven S 85°45'00" E a distance of 230.11' to a point in C/L of Moss Creek; thence traveling along the same bounded line of N/F Thomas E. Johnson & N/F Joshua Corn & Katilyn Daniels S 30°51'00" W a distance of 85.62' to a point along C/L of Moss Creek; thence traveling along the same bounded line of N/F Joshua Corn & Katilyn Daniels S 61°01'00" E a distance of 37.88' to a point along C/L of Moss Creek; thence traveling along the same bounded line of N/F Joshua Corn & Katilyn Daniels & N/F Elizabeth Tinoco S 03°57'00" W a distance of 47.59' to a point along C/L of Moss Creek; thence traveling along the same bounded line of N/F Susan McDonald N 85°45'00" W a distance of 226.43' to a point; thence traveling along the same bounded line of N/F Roy & Barbara Brogdon Tract "1" N 04°15'00" E a distance of 140.00' to a point; which is the point of beginning, having an area of 30231.2 square feet, 0.694 acres.

In accordance with the Petition hereinabove referenced, the above-described property, under the Land use Regulation adopted by White County, Georgia, on March 30, 2015, effective April 1, 2015, as amended to date, are presently located zoned Commercial, and when annexed into the City of Cleveland, Georgia, shall be zoned as parcels within the B-2 Highway Commercial District as defined by the City of Cleveland Zoning Ordinance, and said parcel will be made subject to the provisions governing the use of lands within such Zoning District as set out in the applicable provisions of the Zoning Ordinance and the other applicable ordinances of the City of Cleveland.

No island of unincorporated property will be created by the desired annexation.

The Mayor and Council have directed that I communicate to the White County Board of Commissioners said owner's desire to annex into the City of Cleveland, and to request that the Commissioners take such steps and adopt such resolutions as would be necessary to comply with the aforesaid intergovernmental agreement.

Please advise if further information is needed.

Sincerely,

A handwritten signature in blue ink, appearing to read "Keith J. Whitaker". The signature is fluid and cursive, with a prominent initial "K".

Keith J. Whitaker
City Attorney

APPLICATION FOR REZONING AND/OR ANNEXATION

CITY OF CLEVELAND, GEORGIA

Application Number: 20484 Application Date: 8-14-23

APPLICANT: DR. Roy Brogdon

ADDRESS: 51 Sang Rd. Cleveland, GA 30528

CITY, STATE, ZIP: Cleveland, GA, 30528

TELEPHONE: [REDACTED]

EMAIL: [REDACTED]

PROPERTY ADDRESS: 0 Highway 129 S TAX ID 048C 166

CITY, STATE, ZIP: Cleveland, Ga. 30528

TAX MAP AND PARCEL NUMBER: 048C 166

NEAREST ROAD INTERSECTION: Donald E THURMOND PKWY

CURRENT ZONING: Commercial PROPOSED REZONING: _____

CURRENT USE: Vacant

PROPOSED USE: Retail

If rezoned, when will proposed use start? Late 2023 to mid 2024

SIZE OF PROPERTY: .70 ACRES or SQUARE FEET

IS SUBJECT PROPERTY VACANT: YES () NO

DO YOU REQUEST ANNEXATION OF THE SUBJECT PROPERTY: YES NO

PROPERTY OWNER: DR Roy Brogdon

ADDRESS: 51 Sang Road

CITY, STATE, ZIP: Cleveland, GA, 30528

TELEPHONE: [REDACTED]

EMAIL: [REDACTED]

****If the person submitting the request is not the property owner but is acting as the agent for the zoning request, please fill out the following information and submit the attached authorization by the property owner.

INSURANCE • REAL ESTATE



MANAGEMENT • DEVELOPMENT

August 14, 2023

Mr. Josh Turner-Mayor
City Of Cleveland

Re: 85 S. Main Street, Cleveland, Ga. 30528

Dear Mayor Turner Council

My name is Glenda Caldwell, license broker, with Norton Commercial Acreage Group. I am an agent representative for Dr. Roy Brogdon, Owner of county parcel # 048C 166. Located off Highway 129 S in Cleveland Ga. 30528.

Dr. Brogdon is requested to annex the subject parcel into the City of Cleveland. The parcel is currently zoned County Commercial. The annexation of said tract will enhance the value and generate more allowable business type for the future. Thank you for your consideration.

Sincerely,

Dr. Roy Brogdon

W. L. NORTON AGENCY, INC.

gonorton.com

- INSURANCE
434 Green St.
Cokesville, GA 30501
770.534.5248
1.800.955.0022
- GAINESVILLE
RESIDENTIAL
434 Green St.
Cokesville, GA 30501
770.536.1250
1.800.955.0022
- COMMERCIAL/
ACREAGE
434 Green St.
Cokesville, GA 30501
770.297.4800
1.800.955.0022
- SOUTH HALL
406 Mundy Mill
Oakwood, GA
30566
- HABERSHAM
COUNTY
855 Washington St.
Clarksville, GA 30523
706.754.5700
1.800.663.7136
- WHITE COUNTY
14 Courthouse Sq.
Cleveland, GA 30528
706.865.2189
- GA 400
75 Elliott Road
Dawsonville, GA 30534
770.837.0053
- BARROW 316
110 N. Broad St
Winder, GA 30680
770.307.0037
- DAHLONEGA
81 Crown Mt. Pl.
Suite B 100
Dahlonega, GA 30533
706.867.0525

ASSUMED TO BE ACCORDING TO THE SURVEY



LEGEND

A/E... ANGLE FROM FOUND
 D/P... DEED BOOK, PAGE
 F... FROM PIN FOUND
 F/S... FROM PIN SET (TYPED)
 L... LAND LOT LINE
 L/E... LINE OR FORMERLY
 O/P... OPEN TOP PIPE
 P... POINT OF BEGINNING
 P/C... PROPERTY LINE
 P/B... PLAT BOOK, PAGE
 P/O... POINT OF BEGINNING
 R/P... RECORDED CONCRETE PIPE
 R/W... RIGHT-OF-WAY

TRACT 1
 0.0518 ACRES
 PORTION OF
 TAX PARCEL 0480 165

ROY &
 BARBARA BROGDON
 D.B. 1972 - P.C. 44
 P.A. 1972 - P.C. 127
 ZONING: C2

HWY 129
 RIGHT-OF-WAY VARIES
 (WARRANT & VARIANCE)

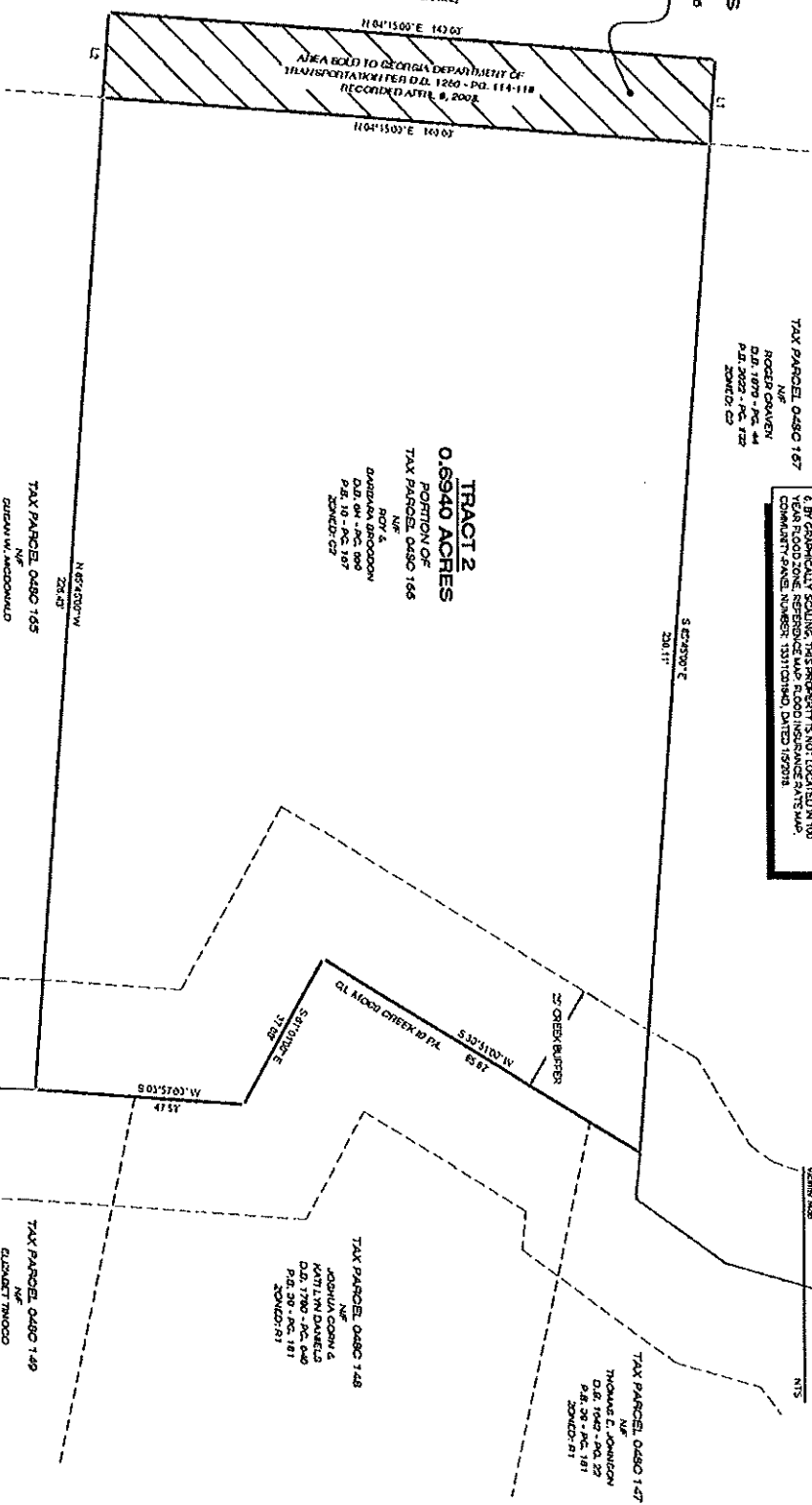
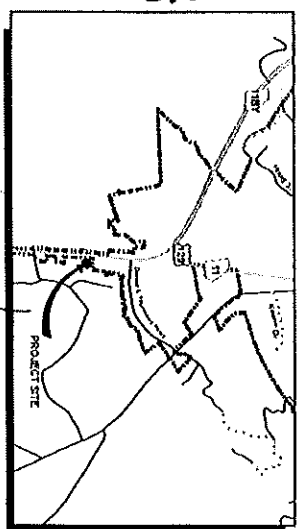
AREA HELD TO GEORGIA DEPARTMENT OF
 TRANSPORTATION PER O.D. 1260 - P.D. 114-118
 RECORDED ATTE. 8, 2002

TRACT 2
 0.6940 ACRES
 PORTION OF
 TAX PARCEL 0480 165

ROY &
 BARBARA BROGDON
 D.B. 041 - P.C. 000
 P.A. 14 - P.C. 80
 ZONING: C2

SURVEY NOTES

1. THE FIELD DATA FROM WHICH THIS PLAT IS BASED HAS A CLOSEST REPRODUCTION OF ONE FOOT IN 62.4 FEET AND AN ANGULAR ERROR OF 0.2 PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPOUND RULE.
2. THIS PLAT WAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 200.624 FEET.
3. EQUIPMENT USED: TOPCON CRT 3000 2" FOR ANGULAR AND LINEAR MEASUREMENTS.
4. THIS SURVEY WAS PREPARED WITHOUT THE AID OF A TITLE SEARCH AND IS SUBJECT TO ANY AND ALL DISCOVERIES THAT A TITLE SEARCH MAY REVEAL.
5. IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATED AND HAS BEEN PREPARED IN CONFORMANCE WITH THE LAND PLATING ACT AND THE REQUIREMENTS OF THE GEORGIA PLAT ACT OF OCTOBER 19, 1947.
6. BY GEOMETRICAL SOLVING, THIS PROJECT IS NOT LOCATED IN 100' FROM ANY ADJACENT PARCELS AND DOES NOT VIOLATE THE 100' SETBACK REQUIREMENT NUMBER 13311(D)(1)(D) DATED 11/20/18.



100'	100'	100'	100'	100'	100'	100'	100'	100'	100'
------	------	------	------	------	------	------	------	------	------



Parcel Number	Date	Description
1006	August 8, 2023	Field Book Carter Survey 2
1007	August 8, 2023	Field Book Carter Survey 2
1008	August 8, 2023	Field Book Carter Survey 2
1009	August 8, 2023	Field Book Carter Survey 2
1010	August 8, 2023	Field Book Carter Survey 2
1011	August 8, 2023	Field Book Carter Survey 2
1012	August 8, 2023	Field Book Carter Survey 2
1013	August 8, 2023	Field Book Carter Survey 2
1014	August 8, 2023	Field Book Carter Survey 2
1015	August 8, 2023	Field Book Carter Survey 2
1016	August 8, 2023	Field Book Carter Survey 2
1017	August 8, 2023	Field Book Carter Survey 2
1018	August 8, 2023	Field Book Carter Survey 2
1019	August 8, 2023	Field Book Carter Survey 2
1020	August 8, 2023	Field Book Carter Survey 2

TAX PARCEL 0480 165
 N/E
 DUBUQUOI, IOWA
 D.B. 1922 - P.C. 202
 P.A. 14 - P.C. 80
 ZONING: C2

TAX PARCEL 0480 149
 E/4
 ELIZABETH THOMAS
 D.B. 1909 - P.C. 200
 P.A. 20 - P.C. 181
 ZONING: R1

TAX PARCEL 0480 148
 N/E
 JOSEPH W. ROSEN &
 MARY LYN DANIELS
 D.B. 1780 - P.C. 640
 P.A. 20 - P.C. 181
 ZONING: R1

TAX PARCEL 0480 147
 N/E
 THOMAS BROGDON
 D.B. 1962 - P.C. 22
 P.A. 20 - P.C. 181
 ZONING: R1

LDP

LAND SURVEYING AND PLANNING

131 Peachtree Street
 Decaturville, GA 30034
 Office: 706.300.7178
 www.landscape.com
 dave@landscape.com
 LSP001192



Parcel Number	Date	Description
1006	August 8, 2023	Field Book Carter Survey 2
1007	August 8, 2023	Field Book Carter Survey 2
1008	August 8, 2023	Field Book Carter Survey 2
1009	August 8, 2023	Field Book Carter Survey 2
1010	August 8, 2023	Field Book Carter Survey 2
1011	August 8, 2023	Field Book Carter Survey 2
1012	August 8, 2023	Field Book Carter Survey 2
1013	August 8, 2023	Field Book Carter Survey 2
1014	August 8, 2023	Field Book Carter Survey 2
1015	August 8, 2023	Field Book Carter Survey 2
1016	August 8, 2023	Field Book Carter Survey 2
1017	August 8, 2023	Field Book Carter Survey 2
1018	August 8, 2023	Field Book Carter Survey 2
1019	August 8, 2023	Field Book Carter Survey 2
1020	August 8, 2023	Field Book Carter Survey 2

Primary Survey for
ROY & BARBARA BROGDON

Located in
 Land Lot 41 - 2nd District
 White County, Georgia

Sheet No. 1 of 1

ALL THAT TRACT OR PARCEL OF LAND Tract "1" & "2" lying and being in Land Lot 41, 2nd District, White County, Georgia, and being parcel of land on a plat of survey dated August 8, 2023, prepared by Douglas R. Sherrill, Georgia Registered Land Surveyor, being more particularly described as follows:

TRACT 1

Beginning at a point at the Northwest corner of Tract "1" N/F Roy & Barbara Brogdon & Highway 129 (Right-of-Way Varies); thence travelling along the same bounded line of N/F Roy & Barbara Brogdon & N/F Roger Craven S 85°45'00" E a distance of 19.24' to a point; thence traveling along the same bounded line of N/F Roy & Barbara Brogdon Tract "2" S 04°15'00" W a distance of 140.00' to a point; thence traveling along the same bounded line of N/F Roy & Barbara Brogdon & N/F Susan McDonald N 85°45'00" W a distance of 19.24' to a point; thence traveling along the same bounded line of N/F Roy & Barbara Brogdon and Highway 129 (Right-of-Way Varies) N 04°15'00" E a distance of 140.00' to a point; which is the point of beginning, having an area of 2693.5 square feet, 0.062 acres.

TRACT 2

Beginning at a point at the Northwest corner of Tract "1" & Tract "2" N/F Roy & Barbara Brogdon & N/F Roger Craven; thence traveling along the same bounded line of N/F Roy & Barbara Brogdon & N/F Roger Craven S 85°45'00" E a distance of 230.11' to a point in C/L of Moss Creek; thence traveling along the same bounded line of N/F Thomas E. Johnson & N/F Joshua Corn & Katilyn Daniels S 30°51'00" W a distance of 85.62' to a point along C/L of Moss Creek; thence traveling along the same bounded line of N/F Joshua Corn & Katilyn Daniels S 61°01'00" E a distance of 37.88' to a point along C/L of Moss Creek; thence traveling along the same bounded line of N/F Joshua Corn & Katilyn Daniels & N/F Elizabet Tinoco S 03°57'00" W a distance of 47.59' to a point along C/L of Moss Creek; thence traveling along the same bounded line of N/F Susan McDonald N 85°45'00" W a distance of 226.43' to a point; thence traveling along the same bounded line of N/F Roy & Barbara Brogdon Tract "1" N 04°15'00" E a distance of 140.00' to a point; which is the point of beginning, having an area of 30231.2 square feet, 0.694 acres.

AUTHORIZATION OF PROPERTY OWNER

I swear/affirm that I am the owner of property located at (property address):

0 129 Hwy S. Cleveland, Ga. 30528
TAX ID 048C 166

which is the subject matter of the attached application, as is shown in the records of White County, Georgia.

I authorize the person named below to act as applicant or agent in the pursuit of the rezoning and/or annexation of this property.

R. B. Bynum 8-14-23
Property Owner's Signature Date

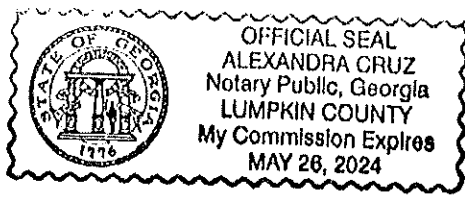
Notary Date

AUTHORIZED AGENT: Glenda Caldwell
ADDRESS: 441 Coppermill Road
CITY, STATE, ZIP: Dahlonega, GA. 30533
TELEPHONE: 706 344 7648
EMAIL: gcaldwell@nortoncommercial.com

I hereby attest that the information I have provided in this application is true and accurate, to the best of my knowledge. I also agree to cooperate with the City of Cleveland in responding promptly to any reasonable request for additional information that may arise during the review process.

Glenda Caldwell 8/14/23
Signature of Owner or Authorized Agent Date

Alexandra Cruz 8.14.2023
Notary Date



**AD VALOREM TAX INFORMATION
CITY OF CLEVELAND**

Tax payer's name: DR. Roy Brogdon

Map #: 048C Parcel #: 166

All property taxes on the above referenced map and parcel were paid on: 11/14/2022

Tax Clerk's Signature: Anna B. Martinez Date: 8/14/2023

APPLICATION AGREEMENT

Application is hereby made according to the Laws and Resolutions of the City of Cleveland, Georgia to construct and/or on the application and attachments. If a rezoning and/or annexation/variance is issued, I agree to conform the all laws and resolutions regulating the same.

By signature below, I certify that the application and the attached data are true and correct.

Applicant's signature: Roy Brogdon Date: 8-14-23

**CITY OF CLEVELAND
APPLICATION FOR ZONING ACTION
CAMPAIGN CONTRIBUTIONS
DISCLOSURE FORM**

This form is required for all zoning actions.

Code of Georgia
36-67A-3. Disclosure of campaign contributions

- A) When any application for zoning action has been made, with two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:
- (1) The name of the official position of the local government official to whom the campaign contribution was made; and
 - (2) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning and/or annexation action and the date of each contribution.

The disclosure required by subsection (A) of this code section shall be filed within ten (10) days after the application for the zoning action is first filed. (Code 1981, Section 36-67A-3, enacted by GA. L. 1986, page 1269, Section 1; GA .L. 1991, page 1365, Section 1.)

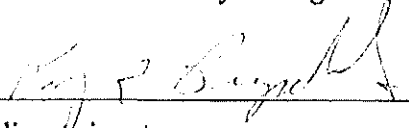
APPLICANTS CERTIFICATION

I hereby certify that I have read the above and declare that

I have*

I have not

within the two (2) years immediately preceding this date, made any campaign contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.



Applicant signature

8-14-23

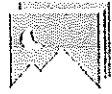
Date

**Note: If you have made any such contribution(s), you must provide the information required in subsection (A) above within ten (10) days of the filing date of this application.*



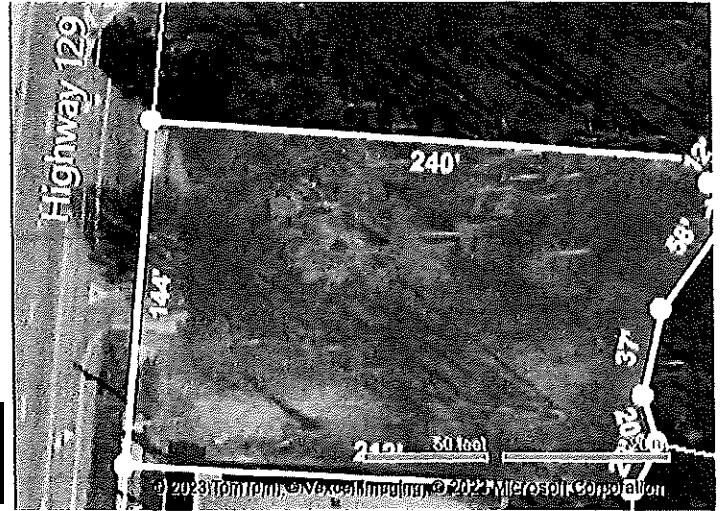
Wednesday, July 12, 2023

Subject Property



No Images Available

DR. BROGDON



LOCATION

Property Address Highway 129 S
GA
Subdivision
County White County, GA

GENERAL PARCEL INFORMATION

Parcel ID/Tax ID 048C 166
Alternate Parcel ID 041A 108
Account Number 1136
District/Ward
2020 Census Tract/Block 9502.06/3
Assessor Roll Year 2022

PROPERTY SUMMARY

Property Type Commercial
Land Use Commercial
Improvement Type
Square Feet

CURRENT OWNER

Name Brogdon Roy Brogdon Barbara
Mailing Address 51 Sang Rd
Cleveland, GA 30528-0511

SCHOOL ZONE INFORMATION

Jack P Nix Primary School 1.7 mi
Elementary: Pre K to 2 Distance
White County Intermediate School 3.2 mi
Elementary: 3 to 5 Distance
White County 9th Grade Academy 2.0 mi
Middle: 6 to 8 Distance
White County High School 3.5 mi
High: 9 to 12 Distance

SALES HISTORY THROUGH 06/27/2023

Date	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
6/1/1983	\$39,000	Brogdon Roy Brogdon Barbara		Warranty Deed		6H/559

TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount
Appraisal Year	2022	Assessment Year	2022
Appraised Land	\$76,480	Assessed Land	\$76,480
Appraised Improvements		Assessed Improvements	
Total Tax Appraisal	\$76,480	Total Assessment	\$76,480

Exempt Amount

Exempt Reason

TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2022		\$290.78	\$725.86
2021		\$328.86	\$820.17
2020		\$328.86	\$860.98
2019		\$328.86	\$863.64
2018		\$328.86	\$863.64
2017		\$305.31	\$855.29
2016		\$305.31	\$855.42
2014		\$280.47	\$818.34
2013		\$281.14	\$821.79
2012		\$295.92	\$847.51

MORTGAGE HISTORY

No mortgages were found for this parcel.

FORECLOSURE HISTORY

No foreclosures were found for this parcel.

PROPERTY CHARACTERISTICS: BUILDING

No Buildings were found for this parcel.

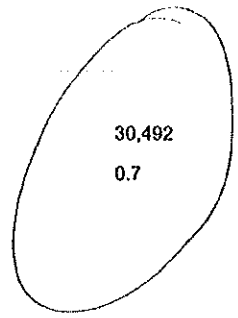
PROPERTY CHARACTERISTICS: EXTRA FEATURES

No extra features were found for this parcel.

PROPERTY CHARACTERISTICS: LOT

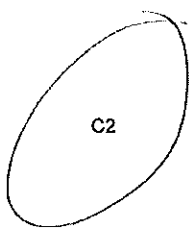
Land Use	Commercial
Block/Lot	
Latitude/Longitude	34.574287°/-83.762281°

Lot Dimensions	
Lot Square Feet	30,492
Acreage	0.7



PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source		Road Type	
Electric Source		Topography	
Water Source		District Trend	
Sewer Source		Special School District 1	
Zoning Code	C2	Special School District 2	
Owner Type			



LEGAL DESCRIPTION

Subdivision		Plat Book/Page	10/167
Block/Lot		District/Ward	
Description	LI41 Ld2		

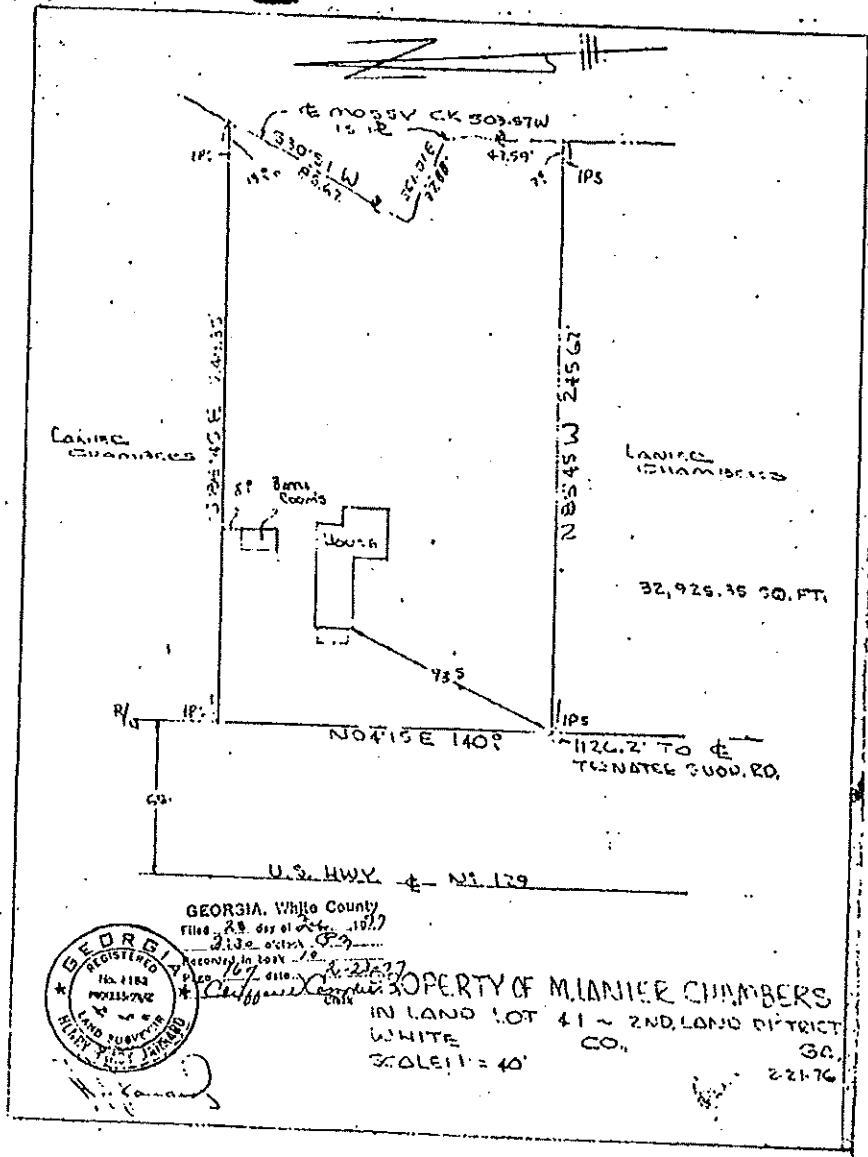
FEMA FLOOD ZONES

Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff. Date
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	13311C0184D	01/05/2018

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Subject

APPX
75
ACRES



Subject

***** EXHIBIT A *****

All that tract or parcel of land lying and being in Land Lot Number 41 of the 2nd Land District of White County, Georgia, and being more particularly described as follows: BEGINNING at an iron pin on the Easterly right of way of U. S. Highway No. 129, said beginning point being located 1126.2 feet Northerly of the center line of Tesnatee Subdivision Road and at property of Lanier and Billy Chambers; thence along and with the Easterly right of way of said U. S. Highway No. 129 North 04 degrees 15 minutes East 140 feet to an iron pin at property of said Chambers; thence along and with said property of Chambers South 85 degrees 45 minutes East 249.35 feet to a point in the center of Mossy Creek; thence down and along the center and meanderings of said creek in a Southerly direction to a point at property of Chambers, the traverse of which being the following courses and distances: Commencing at a point in the center of said creek and at the Northeast corner of this property and running South 30 degrees 51 minutes West 85.62 feet to a point; South 61 degrees 01 minute East 37.88 feet to a point; in a Southerly direction and with said creek's center 47.59 feet to a point in the center of said creek at property of said Lanier and Billy Chambers and end of said traverse; thence along and with said property of Chambers North 85 degrees 45 minutes West 245.67 feet to an iron pin on the Easterly right of way of said U. S. Highway No. 129 and Beginning Corner, and having situated thereon a building known as the Old Country Store and Bathrooms, all in accordance with plat of survey conducted by Henry Grady Jarrard, Registered Land Surveyor, on the 21st day of February, 1976, for M. Lanier Chambers, and recorded in Plat Book 10, Page 167, Clerk's Office, White County, Georgia.



Map for Parcel Address: Highway 129 S GA Parcel ID: 048C 166



048C 147
048C 148
~~048C 149~~

When Recorded Return To:

GA Department of Transportation

Attention: JME
Right-of-Way Department

P.O. Box 1057

Gainesville, GA 30503

White County, Georgia
Real Estate Transf. Tax

Date: 4-8-2008

Jenna M. Adams
Clerk of Superior Court
154-2008-000772

2008 APR -8 PM 1:02

BOOK 1250 PAGE 114-118
JENNA M. ADAMS, CLERK
WHITE COUNTY, GA

GEORGIA DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DEED

PO Box 1057, Gainesville, GA 30503-1057

GEORGIA, WHITE COUNTY

PROJECT NO. NH-002-7(23)
P.I. NO. 162390

THIS CONVEYANCE made and executed the 26th day of March, 2008

WITNESSETH that Roy Brogdon and Barbara Brogdon, the undersigned, (hereinafter referred to as 'Grantor'), is the owner of a tract of land in WHITE County through which divided highway for bypass west of Cleveland, known as Project No. NH-002-7(23), has been laid out by the Department of Transportation being more particularly described in a map and drawing of said road in the office of the Department of Transportation, No. 2 Capitol Square, Atlanta, Georgia, to which reference is hereby made.

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant, sell and convey to said Department of Transportation, and their successors in office so much land as to make a right of way for said road as surveyed, being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 41 of the 2 Land District and/or 861 Georgia Militia District of White County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereto by this reference.

Said right of way is hereby conveyed, consisting of 0.062 acres, more or less, as shown colored yellow on the plat of the property prepared by the Department of Transportation, dated August 18, 2006; revised sheet 10 of 51 on March 6, 2008 and revised sheet 34 of 51 on February 13, 2008, said plat attached hereto and made a part of this deed as Exhibit "B".

For the same consideration Grantor hereby conveys and relinquishes to the Department of Transportation all rights of access between the limited access highway and approaches thereto on the above numbered highway project and Grantor's remaining real property from which said right of way is taken except at such points as designated and shown on the attached plat prepared by the Department of Transportation said right being 0 linear feet.

Parcel No. 12

JMS *BCB*

EXHIBIT "A"

PROJECT NO.: NH-002-7(23) White County
P. I. NO.: 162390
PARCEL NO.: 12
DATE OF R/W PLANS: August 18, 2006
REVISION DATE: revised sheet 10 of 51 on March 6, 2008 and
revised sheet 34 of 51 on February 13, 2008

Page 1 of 1

All that tract or parcel of land lying and being in Land Lot 15 of the 2 Land District and/or 861 Georgia Militia District of White County, Georgia, being more particularly described as follows:

Beginning at a point 65.63 feet right of and opposite Station 107+37.32 on the construction centerline of CLEVELAND BYPASS on Georgia Highway Project No. NH-002-7(23) ; running thence northeasterly 139.723 feet along the arc of a curve (said curve having a radius of 11026.575 feet and a chord distance of 139.722 feet on a bearing of N 4°16'20.6" E) to the point 65.76 feet right of and opposite station 108+77.99 on said construction centerline laid out for CLEVELAND BYPASS; thence S 85°65'01.5" E a distance of 19.24 feet to a point 85.00 feet right of and opposite station 108+78.17 on said construction centerline laid out for CLEVELAND BYPASS; thence southwesterly 139.915 feet along the arc of a curve (said curve having a radius of 9719.303 feet and a chord distance of 139.914 feet on a bearing of S 4°13'04.6" W) to the point 85.00 feet right of and opposite station 107+37.04 on said construction centerline laid out for CLEVELAND BYPASS; thence N 85°20'55.7" W a distance of 19.37 feet back to the point of beginning. Containing 0.062 acres more or less.

Also, granted is the right to an easement for the construction of a driveway as shown colored pink on the attached plat.

Said easement expires upon completion and final acceptance of said project by the Department of Transportation.

Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

TO HAVE AND TO HOLD the said conveyed premises in fee simple and any rights Grantor has or may have in and to existing public rights of way are hereby quitclaimed and conveyed unto the Department of Transportation. Grantor hereby warrants that Grantor has the right to sell and convey said land and bind himself, his heirs, executors and administrators forever to defend by virtue of these presents.

IN WITNESSETH WHEREOF, Grantor has hereunto set his hand and seal the day above written.

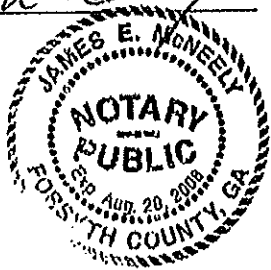
Signed, Sealed and Delivered
this 26 day of March
2008, in the presence of:

[Signature]
Witness

[Signature]
Notary Public

[Signature] (L.S.)
Roy Brogdon

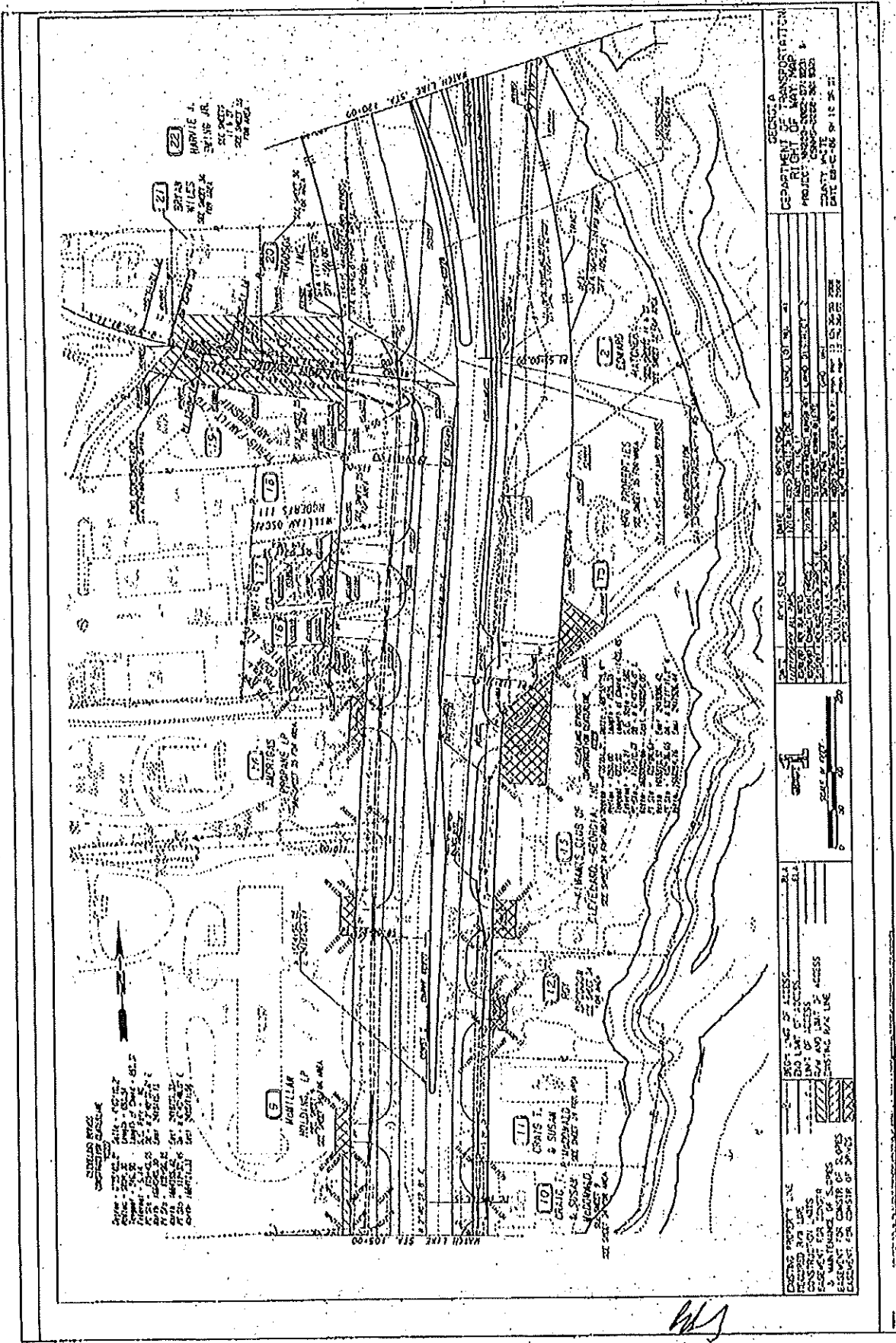
[Signature] (L.S.)
Barbara Brogdon



Parcel No. 12

DOT118
Revised 1/00

EXHIBIT B



213

MS



WHITE COUNTY

Board of Commissioners

Item Title: RFP Roofing Project Request

For Meeting Date: 10/2/2023

Work Session **Regular Meeting** **Public Hearing**

Category (Select One): Contract / IGA

Submitted By: Ken Payne

Attachments: Yes **If yes, please list each file name below:**

1. Summary information
 2. Funds Breakdown
 3. RFP Score sheets, etc
-

Purpose:

Approve contract for the Roof Replacement Project

Background / Summary:

- Roofing replacement on 4 county facilities

Department Recommendation:

Supporting documents attached

Options:

-

Budget Information: Applicable Not Applicable

Budgeted: Yes No

Finance Director's Comments (if applicable):

- Insurance reimbursements have been received. Funds are available in contingency or SPLOST to cover the remaining \$12,272.02.

County Manager Comments:

- Recommend the Board approve the contract.

AGENDA REQUEST FOR THE MONDAY, OCTOBER 02, 2023 BOARD MEETING

In April of 2023 an insurance claim was filed on two County facility roofs, the White County Health Department, and the White County Library. And, in May of 2023 an insurance claim was filed for the roof at the White County EMS Garage. So, the process was started on a RFP to replace these roofs as a multi-facility project, and we added the small pavilion at the White County Senior Center as part of the project.

With a lot of help from the Finance Department (actually, they did most of the work) the RFP was released on July 19, 2023 with a mandatory pre-bid meeting on July 28, 2023, and a closing date of August 23, 2023.

Five companies submitted quotes and a master score sheet was completed as required.

When the score sheet was completed "Art Threats" was the vendor that scored the highest on the point totals.

ALL SUPPORTING DOCUMENTS ARE ATTACHED

AGENDA REQUEST FOR THE MONDAY, OCTOBER 02, 2023 BOARD MEETING

The Buildings and Grounds Maintenance Department is recommending that the Board approve “Art Threats” as the vendor to perform the work on this project in the amount of \$92,000.00, as well as, we are asking the Board to approve funds “above” the insurance claim payment of \$58,174.64 and pending recoverable depreciation funds of \$21,553.34 in the amount of \$12,272.02 from either contingent or SPLOST for the balance of the funds needed for the roofing replacement project at the below locations:

- White County Health Department

1331 Helen Highway
Cleveland, GA 30528

- White County Ambulance Garage

1331 Helen Highway
Cleveland, GA 30528

- White County Senior Center “Pavilion”

1239 Helen Highway
Cleveland, GA 30528

- White County Library

10 Colonial Drive
Cleveland, GA 30528

“THANKS FOR YOUR CONSIDERATION IN THE APPROVAL OF THESE REQUESTS”

RFP Roofing Project Funds Breakdown

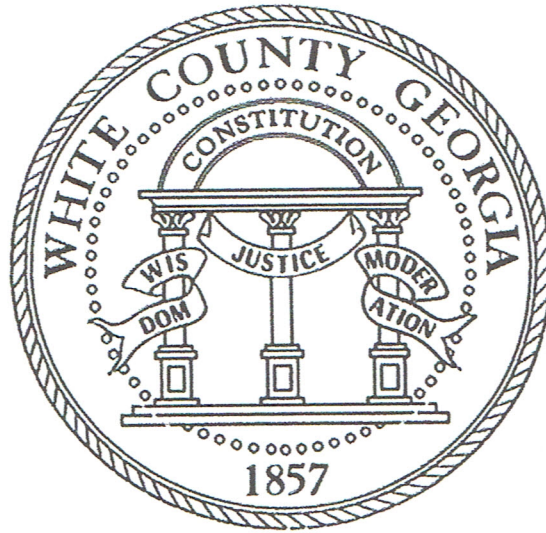
Recommended Vendor "Art Threats"	Bid Amount	\$92,000.00
----------------------------------	------------	-------------

Insurance Payments Received	\$58,174.64
-----------------------------	-------------

Pending Recoverable Depreciation	\$21,553.34
----------------------------------	-------------

Additional Funds Requested for Project	<u>\$12,272.02</u>
--	--------------------

PROJECT TOTAL:	\$92,000.00
----------------	-------------



REQUEST FOR PROPOSAL

ROOFING REPLACEMENT

ISSUING AGENCY

***WHITE CO BOARD OF
COMMISSIONERS
1235 HELEN HIGHWAY
CLEVELAND GA 30528
PHONE: 706-865-2235
FAX: 706-865-1324***

ISSUE DATE

JULY 19, 2023

***MANDATORY PRE-BID MEETING
PROPOSAL CLOSING DATE
PROPOSAL CLOSING TIME***

***FRIDAY, JULY 28, 2023, 10 AM EST
WEDNESDAY, AUGUST 23, 2023
3:00PM***

PROJECT NUMBER

2023-RFP-RR07192023

Roofing Replacement RFP

Wednesday, August 23, 2023 3:00pm

Bids/Quotes/Proposals Received

Vendor:

BCP Beers Construction Partners Woodstock, GA

Wagoner Construction Cleveland, GA

Trinity One Enterprises / Crestmark Douglasville, GA

Art Threats Inspection Alpharetta, GA

Pro Roofing Marietta, GA

White County Staff Present:

Ken Payne, White County Buildings and Grounds Director

Jodi Ligon, White County Finance Director

Roofing Replacement RFP - Master Score Sheet

August 2023

Project #: 2023-RFP-RR07192023
Vendor:

	BCP	Wagoner Construction	Trinity One	Art Threats	Pro Roofing	
Transmittal Letter	Yes	Yes	Yes	Yes	Yes	
Qualifications Information	Yes	Yes	Yes	Yes	Yes	Wagoner only submitted vendor packet for qualifications section
Evidence of Insurance	Yes	Yes	Yes	Yes	Yes	
Appendix A - Bidder's Certification	Yes	Yes	Yes	Yes	Yes	
Appendix B - E-Verify Affidavit	Yes	Yes	Yes	Yes	Yes	
Appendix C - Pricing Form	Yes	Yes	Yes	Yes	Yes	
Appendix D - Signed Contract	Yes	Yes	Yes	Yes	Yes	
Signed Addendum #1	Yes	Yes	Yes	Yes	Yes	
Brochures and Warranty Information	Yes	Yes	Yes	Yes	Yes	

Qualifications	Maximum Points					
Company Background	15	3.33	4.00	13.00	11.83	13.42
Personnel Qualifications	20	10.33	4.67	16.67	18.67	17.00
Relevant Work	25	18.67	7.67	12.00	24.67	24.00
Project Approach	25	19.58	7.00	20.58	23.67	19.83
Pricing	15	9.00	15.00	8.00	12.00	5.00
Total Points:	100	60.91	38.34	70.25	90.84	79.25
Pricing Proposal Totals:		\$98,030.00	\$90,340.00	\$102,911.00	\$92,000.00	\$195,691.95

Roof Replacement Project - Insurance Claim Summary

Shanda Murphy <smurphy@whitecounty.net>

Mon 7/17/2023 11:50 AM

To: Jodi Ligon <jligon@whitecounty.net>; Ken Payne <kpayne@whitecounty.net>; Billy Pittard <BPittard@whitecounty.net>

As the RFP on the roof repairs is going out – I just wanted to provide this information so we are all in the same page. We have already received the payments listed and as long as we complete the work within 12 months of the claim date, we will also receive the recoverable depreciation (if applicable to the contract price received).

Thank you -

2023 Roof Insurance Claims

	Insurance Payment Less Deductible	Claim Date	Recoverable Depreciation
Health Department	\$33,081.94	04/2023	\$10,558.32
Library	\$17,439.39	04/2023	\$7,668.51
EMS Garage	\$7,653.31	05/2023	\$3,326.51
Totals	\$58,174.64		\$21,553.34

Shanda L. Murphy
County Clerk & Human Resources Director
1235 Helen Hwy
Cleveland, GA 30528
706-865-2235 - Phone
706-865-1324 - Fax



WHITE COUNTY

Board of Commissioners

Item Title: County Manager Contract

For Meeting Date: 10/2/2023

Work Session **Regular Meeting** **Public Hearing**

Category (Select One): Contract / IGA

Submitted By: Shanda Murphy

Attachments: Yes **If yes, please list each file name below:**

1. Draft Contract Document
2. _____
3. _____

Purpose:

Consider approval of contract for the position of County Manager with Billy Pittard.

Background / Summary:

- Board appointed Billy Pittard as Interim County Manager on May 8, 2023.
- At the September 19, 2023 Called Meeting the Board voted to move forward with Mr. Pittard being declared the sole finalist for the county manager position - the required 14-day notice & advertise was completed and the proposed contract was finalized.

Department Recommendation:

Approve contract as discussed - to be effective October 2, 2023.

Options:

- Approve contract and make this appointment
- Not approve contract

Budget Information: Applicable Not Applicable

Budgeted: Yes No

Finance Director's Comments (if applicable):

-

County Manager Comments:

- Awesome candidate!

COUNTY MANAGER EMPLOYMENT AGREEMENT

GEORGIA, WHITE COUNTY

THIS AGREEMENT, made and entered into this _____ day of _____, 2023 by and between **WHITE COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting through its Board of Commissioners, hereinafter referred to as "County" or "the Board," as Party of the First Part, and **Billy Pittard** of Oglethorpe County, Georgia, hereinafter referred to as "County Manager," as Party of the Second Part, both of whom understand and agree as follows:

WHEREAS, the Board is desirous of offering employment to the County Manager of White County upon the terms and conditions set out below;

AND WHEREAS, County Manager is willing and desirous of accepting employment with the Board pursuant to the terms and conditions below;

AND WHEREAS, the Board and County Manager desire to formalize their agreement in this written contract;

AND WHEREAS, the laws and the Constitution of the State of Georgia authorize the parties hereto to enter into an agreement for the Board to employ County Manager as the County Manager of White County;

NOW, THEREFORE, in consideration of the mutual covenants and considerations, the parties hereto agree as follows:

SECTION 1. EMPLOYMENT

The Board, pursuant to Georgia Laws 2008, pages 4205-4216, hereby employs County Manager as the County Manager of White County, Georgia, upon the terms and conditions set forth in this Agreement and County Manager hereby accepts such employment as County Manager of White County, Georgia.

SECTION 2. DUTIES AND AUTHORITY

A. Scope of Duties. County Manager agrees to perform the functions and duties as specified in the Job Description attached hereto as Exhibit A and in the County's Enabling Acts as revised in Georgia Laws 2008, pages 4205-4216, and as hereafter may be revised and to perform other legally permissible and proper duties and functions consistent with those normally associated with the functions of a county manager, all under the direction of the Board in a professional, competent and workmanlike manner. County reserves the right to change or supplement the nature and scope of County Manager's duties at any time. County Manager shall be guided by all County codes of conduct and personnel policies that may now or may hereafter become effective and all such employee policies are deemed to be incorporated into this Agreement as if fully set forth herein. County Manager shall manage the day to day affairs of the County and shall have such other duties and responsibilities as from time to time may be assigned to County Manager by the Board.

B. Performance Generally. County Manager agrees that he will at all times faithfully, industriously, and to the best of his ability, experience and talents, perform all of the duties that may be required of him pursuant to the express and implicit terms of this Agreement, to the satisfaction of the Board and in strict accordance with applicable industry standards. In carrying out his duties under this Agreement, County Manager shall report to (and be subject to the supervision of) the Board. Unless otherwise expressly provided herein, County Manager shall be subject to the provisions of the Employee Handbook, which County Manager has reviewed and accepted and shall fully comply with the same.

C. Commitment to Authority. During the term of this Agreement, County Manager shall maintain loyalty to the County, and shall take no action that would directly or indirectly injure the County's then present interests or future opportunities or otherwise compromise County. During the term of this Agreement, and without

limiting the foregoing, County Manager shall in no event engage in any other business activity which in the judgment of the Board conflicts with his duties hereunder, all as determined by the Board in its sole discretion. In this connection, and before continuing or engaging in any business activity other than on behalf of the County, County Manager shall disclose such activity to the Board and furnish such information as may be requested to allow the Board to make an informed decision regarding whether the same is consistent with the terms of this Agreement.

SECTION 3. TERM

A. Term. This agreement shall remain in full force and effect from _____ until terminated by the Board or County Manager as provided in Section 7 of this Agreement.

B. Termination. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of County Manager at any time, subject only to the provisions set forth in Section 7 of this Agreement. County Manager understands that he serves at the pleasure of the Board and/or until such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the Board under this Agreement.

C. Resignation. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the County Manager to resign at any time from his position with the County, subject to the provisions set forth in Section 7 of this Agreement.

D. At Will Employment. County Manager serves at the pleasure of the Board and the employment relationship created by this Agreement may be terminated by the Board as provided in this Agreement. Nothing in this Agreement shall be taken to imply or suggest a guaranteed tenure of employment.

SECTION 4. COMPENSATION

For and in consideration of his services pursuant to this Agreement, the Board shall pay County Manager as follows:

A. Salary. County Manager shall be paid an annual salary of \$154,000.00 payable on a biweekly basis. The Board may, in its sole discretion, agree to increase the County Manager's salary.

B. Performance Evaluation. The Board shall annually review and evaluate the performance of the County Manager. The Board shall review County Manager's performance in accordance with the job responsibilities set out in Exhibit A and as otherwise determined by the Board in consultation with County Manager. At the performance evaluation, the Board shall provide County Manager with a written statement of its findings, and the Manager shall have an opportunity to discuss the evaluation with the Commission.

C. Medical Insurance. County Manager will participate in the County's health insurance plan at the same level as is available to other County employees.

D. Life Insurance. The Board will provide life insurance coverage for County Manager in the same coverage amount as other County employees.

E. Retirement Plan. Beginning on October 1, 2023, the Board will provide a retirement plan for the County Manager (to be referred to as White County Senior Management Retirement Plan) which will include a contribution by the County of 15% with neither employee nor employer contributions being subject to a vesting schedule.

F. Paid Time Off (PTO). From October 1, 2023 through December 31, 2023 County Manager will receive 2 weeks (80 hours) of PTO, along with any days remaining in the existing interim contract. Beginning January 1, 2024, and each successive year thereafter, County Manager will receive 220 hours of PTO at the beginning

of the calendar year and will be compensated for unused PTO up to a maximum of 80 hours at the end of each calendar year. Following six months' employment, any unused PTO shall be paid to County Manager upon termination of this Agreement – up to a maximum of 220 hours. County Manager shall schedule any time away from the office with as much advance notice to the Chair as possible.

G. Disability Benefits. The Board shall provide, during the term of this Agreement, the premiums for the Short Term/Long Term Disability Plan as is provided for the other employees of White County.

H. Vehicle Usage. The County Manager shall be assigned a county vehicle. In the event that a personal vehicle has to be utilized for county business, the Board shall reimburse the County Manager at the IRS standard mileage rate for any County business use.

SECTION 5. GENERAL BUSINESS EXPENSES

A. Professional Dues and Subscriptions. The Board agrees to budget for and to pay for professional dues and subscriptions of the County Manager necessary for continuation and participation in associations and organizations necessary and desirable for the County Manager's continued professional participation, growth, and advancement, and for the good of White County.

B. Travel and Training. The Board agrees to budget for and to pay for reasonable travel and subsistence expenses of County Manager for professional and official travel, meetings, training, and occasions to adequately continue the professional development of County Manager, and to pursue necessary official functions for the Board.

C. Civic Clubs or Organizations. The Board acknowledges the value of having County Manager participate and be directly involved in local civic clubs or organizations. Accordingly, the Board shall pay for the reasonable membership fees and/or dues to enable the County Manager to become an active member in local civic clubs or organizations.

D. Mobile Phone / Technology. The Board shall provide County Manager with a computer, software, and mobile phone required for the County Manager to perform the job and to maintain communication.

E. County Credit Card. The Board shall provide County Manager with a County credit card for payment of County expenses approved and set out in this Agreement.

SECTION 6. HOURS OF WORK

It is recognized that the County Manager must devote some time outside the normal office hours on business for White County; and to that end, the County Manager shall be allowed to establish an appropriate work schedule that meets the needs of the day to day duties in the Commissioners' Office. The employment provided for by this Agreement shall be the County Manager's sole employment. The County Manager shall dedicate no less than an average of 40 hours per week in the performance of his duties. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to White County and the community, the County Manager, subject to the approval of the Board, may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with, nor a conflict of interest with, his responsibilities under this Agreement. County Manager agrees that his employment under this Agreement shall terminate in the event of his qualification for election to the White County Board of Commissioners.

SECTION 7. TERMINATION AND SEVERANCE PAY

This Agreement shall be terminated on the grounds and conditions as provided as follows:

A. Unilateral Termination by Board. The Board may at its option unilaterally terminate this Agreement by giving to County Manager 60 days written notice, which notice may be waived by County Manager. Unilateral termination may be without cause or justification by the Board. County Manager shall not be entitled to a hearing before the Board regarding the unilateral termination. In the event of unilateral termination after the first 12 months of the date of this Agreement, the Board shall pay to the County Manager, as severance pay, a sum not to exceed 90 days of the salary rate.

B. Unilateral Termination by County Manager. County Manager may at County Manager's option unilaterally terminate this Agreement by giving the Board at least 60 days' written notice of unilateral termination, which notice may be waived by the Board. In the event of unilateral termination by County Manager, the Board's formal obligations hereunder shall cease as of the effective date of County Manager's unilateral termination. Severance pay shall not apply to a voluntary resignation.

C. Termination for Cause. The Board shall have the right to terminate this Agreement and the employment of the County Manager at any time and without notice if the Board determines the County Manager has been convicted of a misdemeanor (not to include minor traffic offenses); convicted of a felony; if the Board determines that County Manager engaged in an unprofessional practice; engaged in an improper practice; breached the public trust; engaged in an improper act involving personal gain; engaged in an improper act of moral turpitude; engaged in an act of malfeasance; engaged in an act of misfeasance; etc. If this Agreement is terminated by the Board for Cause as set out herein, no severance pay will be due to County Manager. Not attending public meetings or public hearings, without direct notification to the Chairman, and refusing to interact with the public shall be additional grounds to terminate for cause.

D. Extended Illness or Incapacity. If County Manager becomes unable to perform his duties because of sickness, accident, injury, mental incapacity, disability or any other health reason, County Manager is eligible for leave according to provisions of the Family and Medical Leave Act (FMLA), which runs concurrently with PTO and Short & Long Term Disability Benefits. If County Manager is not able to return after exhaustion of FMLA benefits; the Board may terminate this Agreement and no severance pay will be due to County Manager.

E. Controlling Authority. This Section 7 shall exclusively govern the termination, discipline, and resignation of the County Manager and shall control over any conflicting provisions contained in County policies, employee handbook, etc.

F. Nondisclosure and Confidentiality of Employer' s Property. Upon County Manager' s separation from employment with the County, for any reason, County Manager agrees that he will immediately return to the County all property of the County, including, but not limited to, files, records, computer access codes, computer programs, instruction manuals, business plans, financial records, and any other property which County Manager maintained, referred to, prepared, or helped to prepare in connection with County Manager's employment with the County (collectively "County Property"), whether or not such County Property is public record. Employee acknowledges and accepts that, unless it is designated otherwise by the County's appointed County Attorney, County Property is extremely sensitive and confidential. Except as otherwise required by law, in no event will County Manager remove or copy any County Property, access any County Property, or under any circumstances disclose any of County Property to any person at any time. County Manager acknowledges that this section is a material and substantial component of this Agreement.

G. Cooperation. County Manager agrees to fully cooperate with the County in any and all investigations, inquiries, or litigation whether in any judicial, administrative, or public, quasi-public, or private forum in which the County is involved, whether or not County Manager is the Defendant in such investigations, inquiries, proceedings, or litigation. County Manager shall provide such testimony, background information, and any other support and cooperation the County may reasonably request. County Manager agrees and covenants that he will not voluntarily disclose any of County's proprietary information, which shall include but not be limited to any personnel, payroll, risk management, claims, insurance, attorney-client privilege, or other information received during the course and scope of his employment, to any person or entity other than the Board or its designee. Except as otherwise required by the law, County Manager further agrees that he will not directly or indirectly cooperate or assist with the initiation or advancement of any claims, lawsuits, actions, or demands against the County.

SECTION 8. RESIDENCY

County Manager shall maintain a residence in White County, Georgia.

SECTION 9. INDEMNIFICATION

Indemnification. The Board recognizes that County Manager is an agent and an employee of White County and that in the performance of County Manager's duties and as an agent of the County, the County shall defend, hold harmless and indemnify County Manager from all claims, demands and liabilities arising directly or indirectly from County Manager's service in his official or individual capacity within the scope of County Manager's employment, excluding criminal charges, a criminal action, or willful or wanton conduct. County Manager shall be covered by the County's insurance in all areas in which he is acting as an agent and employee of White County.

SECTION 10. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. The Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions shall remain in full force and shall not be affected by the illegal, invalid or unenforceable provision or by its severance. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically added a provision that is as similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

SECTION 11. INTEGRATION, MERGER, AND MODIFICATION

This Agreement supersedes all prior discussions and agreements between the parties and contains the sole and entire understanding between the parties with respect to transactions contemplated by this Agreement. All promises, inducements, offers, solicitations, agreements, representations, and warranties heretofore made between the parties, if any, are suspended by this Agreement. This Agreement shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this Agreement is executed. No course of action or waiver of rights hereunder shall constitute a waiver of such right or action.

SECTION 13. LAW

Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. County Manager hereby consents to the subject matter and personal jurisdiction of the state and federal courts for White County, Georgia over any action brought by either Party to enforce this Agreement.

SECTION 14. PUBLIC RECORD

Public Record. This Agreement is a “public record” under the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., and shall be subject to public inspection and disclosure in accordance with the provisions of said Act.

SECTION 15. NOTICE

Notice. Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows: 1) COUNTY: White County Government, County Chairman, Board of Commissioners, 1235 Helen Hwy., Cleveland, GA 30528; 2) COUNTY MANAGER: Billy Pittard, _____ . Alternatively, notice required pursuant to this Agreement may be hand delivered. Notice shall be deemed given as of the date of hand delivery or as the date of deposit of such written notice in the course of transmission in the United States Postal Service. County and County Manager agree to give proper notice of any change in the addresses above in writing, which writing shall be affixed to this Agreement.

SECTION 16. PREPARATION

The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning.

SECTION 17. HEADINGS; GENDER; NUMBER; REFERENCES

The headings and titles in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision of it. As used in the Agreement, each gender includes each other gender, and the singular includes the plural and vice versa, as the context may require.

SECTION 18. STRICT COMPLIANCE

No failure of any party to exercise any power given under this Agreement or to insist upon strict compliance with any obligation specified in this Agreement, and no custom or practice at variance with the terms of this Agreement, shall constitute a waiver of any party's right to demand exact compliance with the terms of this Agreement.

SECTION 19. COUNTERPARTS

This Agreement may be executed in several counterparts and in duplicate originals, each of which shall constitute an executed original.

IN WITNESS WHEREOF, all parties have affixed their hand and seal on the day and year above written.

Signed, sealed and delivered in the presence of:

[Signatures on following page]

**WHITE COUNTY, GEORGIA (SEAL)
Party of the First Part**

Travis C. Turner, Chairman

Terry D. Goodger, District 1

Lyn Holcomb, District 2

Edwin Nix, District 3

Craig Bryant, District 4

**BILLY PITTARD
Party of the Second Part**

Attest: _____
Shanda Murphy, County Clerk

Signed, sealed and delivered in the
presence of:

_____(SEAL)

Notary



WHITE COUNTY

Board of Commissioners

Item Title: Implementation of ACCG-Retirement Senior Management Plan

For Meeting Date: 10/2/2023

Work Session **Regular Meeting** **Public Hearing**

Category (Select One): Contract / IGA

Submitted By: Shanda Murphy

Attachments: Yes **If yes, please list each file name below:**

1. Documents for implementation of Senior Management Plan
2. Documents for amendment to current plan
3. _____

Purpose:

Consider approval of documents necessary to implement a Senior Management Plan with ACCG-Retirement

Background / Summary:

- Provision of the county manager contract calls for a 15% county retirement contribution for the county manager - with this contribution to not be subject to a vesting schedule or employee matching calculation.
- The current county retirement plan includes a 7% county contribution based on a 100% matching calculation - ee contributes 7% / county contributes 7% and the current plan has a 5-year vesting schedule.

Department Recommendation:

Approve revision of plan documents as discussed - to be effective October 2, 2023.

Options:

- Approve plan documents
- Not approve plan documents - would require revision to proposed County Manager Contract

Budget Information: Applicable Not Applicable

Budgeted: Yes No

Finance Director's Comments (if applicable):

-

County Manager Comments:

- Recommend approval

**RESOLUTION TO ADOPT
ACCG 401(a) DEFINED CONTRIBUTION PLAN FOR SENIOR
MANAGEMENT EMPLOYEES OF WHITE COUNTY**

WHEREAS, White County (the “Employer”) desires to establish a defined contribution retirement plan pursuant to section 401(a) of the Internal Revenue Code of 1986, as amended for the benefit of eligible employees, by joining the Association County Commissioners of Georgia (“ACCG”) Defined Contribution Plan Program;

WHEREAS, ACCG has appointed a Defined Contribution Plan Program Board of Trustees (the “DC Board”) pursuant to the ACCG Defined Contribution Plan Program Master Trust Agreement (the “Master Trust”), to oversee Plan administration, Plan documentation and to select investment options for investment of the assets of the Plan;

WHEREAS, the Employer desires to adopt the Master Trust and the Association County Commissioners of Georgia 401(a) Plan for Senior Management of White County (the “Plan”) through an Adoption Agreement;

WHEREAS, the Plan provides for employer pick-up contributions, as defined in section 414(h) of the Internal Revenue Code of 1986, as amended;

WHEREAS, the Employer desires to delegate to the DC Board the power to amend the Plan on behalf of the Employer in the future, for the limited purpose of adopting non-discretionary Internal Revenue Service required amendments that must be adopted on a timely basis in order to maintain the qualified status of the Plan.

NOW THEREFORE, at a meeting held on the ____ day of _____, 2023, the Employer hereby resolve as follows:

RESOLVED that the White County Board of Commissioners hereby approves the adoption of the ACCG Defined Contribution Plan Program Master Trust Agreement, and the ACCG 401(a) Plan for Senior Management of White County, through an Adoption Agreement.

FURTHER RESOLVED the Employer hereby designates the following individuals as Eligible Employees as defined by the Plan:

In the position of County Manager

FURTHER RESOLVED that the White County Board of Commissioners hereby delegates to the ACCG DC Board, the power to amend the Plan on behalf of the Employer in the future, for the limited purpose of adopting non-discretionary Internal Revenue Service required amendments that must be adopted on a timely basis in order to maintain the qualified status of the Plan.

FURTHER RESOLVED that the Chair is hereby authorized, empowered, and directed to take all further actions and to execute all documents necessary to implement these resolutions, including a limited power of attorney to allow ACCG counsel to file all necessary forms with the Internal Revenue Service.

FURTHER RESOLVED that any resolution in conflict with this resolution is hereby repealed.

WHITE COUNTY

By: _____

Title: _____

Date: _____

Attest:

By: _____

Witness

**ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA
401(a) DEFINED CONTRIBUTION PLAN
FOR SENIOR MANAGEMENT
EMPLOYEES OF WHITE COUNTY**

ARTICLE I: PURPOSE

The undersigned White County, Georgia County, by executing this Adoption Agreement, elects to become a participating Employer in the Association County Commissioners of Georgia Defined Contribution Plan Program (the "Plan"), the Association County Commissioners of Georgia Defined Contribution Plan Program Master Trust (the "Trust"), and adopts the accompanying Plan and Trust documents in full as if the Employer were a signatory to those agreements. The Employer makes the following elections granted under the provisions of the Plan.

TYPE OF PLAN ADOPTION

- New Plan
- Amendment and Restatement of Previously Adopted Plan
- Frozen Plan. While the Plan is frozen, Compensation earned after the Plan is frozen shall not be taken into account. Plan assets will continue to be held on behalf of Participants and their Beneficiaries until distributed in accordance with the Plan terms.

ARTICLE II: DEFINITIONS

Any capitalized terms used in this Adoption Agreement but not defined herein shall be given the meaning set forth in the Plan and Trust.

2.09 COMPENSATION

Compensation Defined

- Amounts as defined in Code Section 3401(a) for purposes of income tax withholding at the source (as reported to the Employee on IRS Form W-2 for such year)
- Includes Differential Wage Payments
- Excludes Differential Wage Payments
- Short Plan Years use Compensation only during short year (Default provision)
- Short Plan Years use Compensation for entire year
- Other Definition of Compensation (See Additional Provisions Addendum)

Determination Period Defined for Compensation

- The Plan Year (Default provision)
- The Calendar Year
- A consecutive 12-month period ending in or within the Plan year beginning _____ (day)
_____ (month)

2.11 DISABILITY OR DISABLED

- Entitled to disability retirement benefits under the federal Social Security Act
- Entitled to benefits under long term disability plan or policy of Employer
- Other Definition of Disability (See Additional Provisions Addendum)

2.14 EFFECTIVE DATE

- New qualified Plan with an Effective Date of **October 1, 2023** (the “Original Effective Date”).
 - Amendment and restatement of a previously established qualified Plan with a previous Effective Date of _____ (the “Original Effective Date”). Except as specifically provided in the Plan, the Effective Date of this amendment and restatement is _____, 20____.
- [The Effective Date for a new or amended and restated Plan can be no earlier than the first day of the Plan Year in which the Employer executes this Adoption Agreement, except that provisions permitting Employee Contributions in Section 4.01 may be prospective only.]

2.16 ELIGIBILITY COMPUTATION PERIOD

- The 12-consecutive-month period beginning on the Employee’s Employment Commencement Date and each 12-consecutive-month period beginning on the anniversary of the Employee’s Employment Commencement Date. (Default)
- The 12-consecutive-month period beginning on the Employee’s Employment Commencement Date to the first anniversary thereof. Subsequent Eligibility Computation Periods shall be measured by the 12-consecutive month periods coinciding with the Plan Year, beginning with the Plan Year that contains the first anniversary of the Employee’s Employment Commencement Date. An Employee who is credited with a Year of Service in both the initial Eligibility Computation Period and the Plan Year that includes the first anniversary of the Employee’s Employment Commencement Date shall receive credit for two (2) Years of Service for purposes of eligibility to participate.

2.17 ELIGIBLE EMPLOYEE

<u>Employees, other than Elected Officials</u>		Include	Exclude
<input type="checkbox"/>	All Employees	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Senior Management Only (Specify Eligible Positions: 1. County Manager with an Employment Commencement Date of May 8, 2023.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Full-time Employees only	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Working for the Employer at least ____ Hours of Service per week for Compensation	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Other Definition of Full-time (see Additional Provisions Addendum)	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Grant-funded Employees (Complete only if treated differently than other Eligible Employees other than Elected Officials; complete Additional Provisions Addendum if necessary to distinguish between different classes of grant-funded employees)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

[--]	Other Definition of Eligible Employees other than Elected Officials (See Additional Provisions Addendum)	[--]	[--]
<u>Elected or Appointed Officials of the Employer (Not eligible for a State of Georgia Retirement System)</u>		Include	Exclude
[--]	County Commissioners	[--]	[X]
[--]	Coroner	[--]	[X]
[--]	Other Elected Official (Not eligible for a State of Georgia Retirement System) (See Additional Provisions Addendum)	[--]	[X]
<u>Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems)</u>			
[--]	Sheriff	[--]	[X]
[--]	Tax Commissioner (elected before 7/1/2012)	[--]	[X]
[--]	Clerk of Superior Court	[--]	[X]
[--]	Chief Magistrate Judge	[--]	[X]
[--]	Assistant Magistrate Judge(s)	[--]	[X]
[--]	Probate Court Judge	[--]	[X]
[--]	Other Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems) (See Additional Provisions Addendum)	[--]	[X]
<u>Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law)</u>			
[--]	State Court Judge	[--]	[X]
[--]	Superior Court Judge	[--]	[X]
[--]	Solicitor or Solicitor General	[--]	[X]
[--]	District Attorney	[--]	[X]
[--]	Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law) (See Additional Provisions Addendum)	[--]	[X]
<u>Other Personnel Eligible for one or more State of Georgia Retirement Systems</u>			
[--]	Employees of Tax Commissioners (hired before 7/1/2012)	[--]	[X]
<u>Tax Commissioners and Employees of Tax Commissioners (if not participating in the Employees' Retirement System of Georgia)</u>			
[--]	Tax Commissioner (hired on or after 7/1/2012)	[--]	[X]
[--]	Employees of Tax Commissioners (hired on or after 7/1/2012)	[--]	[X]
<u>Other Personnel Receiving Supplemental Compensation from the Employer</u>			
[--]	Extension Agents	[--]	[X]
[--]	Other Personnel Receiving Supplemental Compensation from the Employer (See Additional Provisions Addendum)	[--]	[X]

<u>Excluded Employees</u>		Include	Exclude
[--]	Excluded employees as provided in section 2.17 of the ACCG Basic Plan Document	[--]	[--]
[--]	Excluded employees as provided in section 2.17 of the ACCG Basic Plan Document other than:		
[--]	Individuals electing into a retirement system sponsored by the State of Georgia are included to the extent permitted under Georgia law	[--]	[--]
[--]	Tax commissioners, collectors and receivers and their employees who took office or and after July 1 2012, who participate in a retirement system sponsored by the State of Georgia	[--]	[--]
[--]	Juvenile Court Judges	[--]	[--]
[--]	Nonresident Aliens	[--]	[--]
[--]	Other Excluded Employees (See Additional Provisions Addendum)	[--]	[--]

2.23 EMPLOYER

- [--] The term “Employer” means **White County, Georgia**
- [--] Employer EIN: **58-6000880**
- [--] Employer Fiscal year: **January 1 – December 31**

2.28 ENTRY DATE

Entry Date for Employee Contributions

- [--] The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements
- [--] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- [X] The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements
- [--] Other Entry Date for Employee Contributions (See Additional Provisions Addendum)

Entry Date for Employer Basic Contributions

- [--] The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements
- [--] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- [X] The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements
- [--] Other Entry Date for Basic Contributions (See Additional Provisions Addendum)

Entry Date for Employer Discretionary Contributions

- The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements
- The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements
- Other Entry Date for Discretionary Contributions (See Additional Provisions Addendum)

Entry Date for Employer Matching Contributions

- The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements
- The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements
- Other Entry Date for Matching Contributions (See Additional Provisions Addendum)

2.31 HOURS OF SERVICE METHOD

Eligibility Service

- Not Applicable
- 1000 Hours of Service in an Eligibility Computation Period
- The following number of Hours of Service in an Eligibility Computation Period (not to exceed 2,080): _____

Vesting Service

- Not applicable
- 1000 Hours of Service in a Vesting Computation Period
- The following number of Hours of Service in an Eligibility Computation Period (not to exceed 2,080): _____

2.36 LIMITATION YEAR

- Calendar Year
- Plan Year
- Fiscal year
- Other: 12 month period ending on the following date: _____

2.39 NORMAL RETIREMENT AGE

The term “Normal Retirement Age” means:

- Age 65
- Age _____ (specify between 55 and 64, inclusive)
- Later of age _____ (not to exceed 65) or the _____ anniversary (not to exceed 5th) of the Participant’s Employment Commencement Date
- Age: _____ (not to exceed 65) plus Years of Service _____ (specify) (Year of Service requirement shall not cause any Participant’s Normal Retirement Age to exceed 65)

2.44 PLAN

The name of the Plan as adopted by the Employer is the:

- “ACCG 401(a) Defined Contribution Plan for _____ County Employees”
- “ACCG 401(a) Defined Contribution Plan for Senior Management Employees of White County”

2.61 YEAR OF SERVICE

Method of Measurement for Eligibility Purposes

- Hours of Service Method:
A twelve (12) consecutive month period during which the Eligible Employee completes one thousand (1000) Hours of Service or the equivalency described in Section 2.31 of the Basic Plan Document
- Hours of Service Method:
A twelve (12) consecutive month period during which the Eligible Employee completes one thousand (1000) Hours of Service or the equivalency described in the Hours of Service Equivalency Addendum
- Elapsed Time Method:
A period of twelve (12) consecutive months during which the Employee performs at least one (1) Hour of Service during the measuring period, following the Employee’s first day of employment by the Employer and prior to the Employee’s Severance from Employment Date

Adjustments to Years of Service for Eligibility Purposes

- Service Before the Original Effective Date of the Plan included
- Service Before the Original Effective Date of the Plan excluded
- Service Before the Effective Date of this amended and restated Plan included
- Service Before the Effective Date of this amended and restated Plan excluded
- Other Adjustments to Years of Service for Eligibility (See Additional Provisions Addendum)
- Exclude Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of Eligibility to participate after a Reemployment Commencement Date

Method of Measurement for Vesting Purposes

- [--] Hours of Service Method:
A twelve (12) consecutive month period during which the Eligible Employee completes one thousand (1000) Hours of Service or the equivalency described in Section 2.31 of the Basic Plan Document
- [--] Hours of Service Method:
A twelve (12) consecutive month period during which the Eligible Employee completes one thousand (1000) Hours of Service or the equivalency described in the Hours of Service Equivalency Addendum
- [--] Elapsed Time Method:
A period of twelve (12) consecutive months during which the Employee performs at least one (1) Hour of Service during the measuring period, following the Employee's first day of employment by the Employer and prior to the Employee's Severance from Employment Date

Vesting Computation Period

- [--] The 12-consecutive-month period beginning on the Employee's Employment Commencement Date or Reemployment Commencement Date and each 12-consecutive-month period beginning on the anniversary of the Employee's Employment Commencement Date or Reemployment Commencement Date. (Default)
- [--] The 12-consecutive-month period beginning on the Employee's Employment Commencement Date or Reemployment Commencement Date to the first anniversary thereof. Subsequent Vesting Computation Periods shall be measured by the 12-consecutive month periods coinciding with the Plan Year, beginning with the Plan Year that contains the first anniversary of the Employee's Employment Commencement Date or Reemployment Commencement Date. An Employee who is credited with a Year of Service in both the initial Vesting Computation Period and the Plan Year that includes the first anniversary of the Employee's Employment Commencement Date or Reemployment Commencement Date shall receive credit for two (2) Vesting Computation Periods.

Adjustments to Years of Service for Vesting

- [--] Service Before the Original Effective Date of the Plan included
- [--] Service Before the Original Effective Date of the Plan excluded
- [--] Service Before the Effective Date of this amended and restated Plan included
- [--] Service Before the Effective Date of this amended and restated Plan excluded
- [--] Unused Sick Leave included
- [--] Unused Annual Leave included
- [--] Other Adjustments to Years of Service for Vesting (See Additional Provisions Addendum)
- [--] Exclude Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of Vesting in amounts accrued after Reemployment Commencement Date

ARTICLE III: PARTICIPATION AND SERVICE

3.01 PARTICIPATION ELIGIBILITY

Eligibility Date Determination for Employee Contributions

- The Eligible Employee's Employment Commencement Date
- Date on which the Eligible Employee completes ninety (90) Days of Service
- Date on which the Eligible Employee attains age (_____) ()
- The earlier of the date on which the Eligible Employee completes _____ () Years of Service or attains age _____ ()
- Other Eligibility Date for Employee Contributions (See Additional Provisions Addendum)

Eligibility Date Determination for Employer Basic Contributions

- The Eligible Employee's Employment Commencement Date
- Date on which the Eligible Employee completes ninety (90) Days of Service
- Date on which the Eligible Employee attains age (_____) ()
- The earlier of the date on which the Eligible Employee completes _____ () Years of Service or attains age _____ ()
- Other Eligibility Date for Basic Contributions (See Additional Provisions Addendum)

Eligibility Date Determination for Employer Discretionary Contributions

- The Eligible Employee's Employment Commencement Date
- Date on which the Eligible Employee completes _____ () Year(s) of Service
- Date on which the Eligible Employee attains age (_____) ()
- The earlier of the date on which the Eligible Employee completes _____ () Years of Service or attains age _____ ()
- Other Eligibility Date for Discretionary Contributions (See Additional Provisions Addendum)

Eligibility Date Determination for Employer Matching Contributions

- The Eligible Employee's Employment Commencement Date
- Date on which the Eligible Employee completes _____ () Year(s) of Service
- Date on which the Eligible Employee attains age (_____) ()
- The earlier of the date on which the Eligible Employee completes _____ () Years of Service or attains age _____ ()
- Other Eligibility Date for Matching Contributions (See Additional Provisions Addendum)

3.06 ELECTION NOT TO PARTICIPATE

- [X] Employees may elect out of participating in the Plan. (Note: If the Plan provides for Mandatory Employee Contributions, the election must be provided prior to the time the Employee *first* becomes eligible to participate in any qualified Plan sponsored by the Employer.)
- [--] Employees may not elect out of participating in the Plan.

ARTICLE IV: CONTRIBUTIONS

4.01 EMPLOYEE CONTRIBUTIONS

Mandatory Employee Contributions

- [X] Not Required
- [--] Required in the amount of _____ percent (___%) of Compensation per payroll period effective as of _____, 20__ [May not exceed 100%.]

Employee After Tax Contributions

- [X] Not Permitted
- [--] Permitted up to _____% of Compensation [May not exceed 100%.]
- [--] Not currently permitted but the Employer maintains a frozen or transferred after-tax Employee Contribution Account.

4.02 EMPLOYER BASIC AND DISCRETIONARY CONTRIBUTIONS

Employer Basic Contributions (May not exceed 100% of Compensation unless a lower maximum percentage is noted below.)

- [--] No Basic Contributions
- [X] Basic Contributions equal to **fifteen percent (15%)** of each Participant’s Compensation (not to exceed 25%)
- [--] Basic Contributions in a flat dollar amount equal to _____ dollars (\$___) for each Participant
- [--] Basic Contributions allocated based on Points equal to \$_____ times number of each Participant’s points.
- [--] Points for each year of age (in whole numbers): _____
- [--] Points for each Year of Service (in whole numbers): _____
- [--] Points for each unit of Compensation: _____
- [--] A unit of Compensation is _____
- [--] Maximum Years of Service taken into account, if any: _____
- [--] Each Participant’s allocation shall bear the same relationship to the Employer Contribution as the number of his or her total point bears to all points awarded.
- [--] Other Basic Contribution Formula (See Additional Provisions Addendum)

Basic Contributions shall be made:

- On a payroll basis
- On a monthly basis
- On a quarterly basis
- On an annual basis
- Other Basic Contribution remittance period: _____ (must be at least annual)
- Basic Contributions made more frequently than on an annual basis will be recalculated (“trued-up”) at the end of the year. If this box is not checked, Basic Contributions will not be recalculated at the end of the year.

Eligibility Requirements for Basic Contributions

- No additional requirements
- Participant must be employed by the Employer on the last day of the Plan Year
- Participant must earn at least 501 Hours of Service during the Plan Year
- Participant must earn at least 1000 Hours of Service during the Plan Year
- Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- Other Eligibility Requirements for Basic Contributions (See Additional Provisions Addendum)

Employer Discretionary Contributions (May not exceed 100% of Compensation unless a lower maximum percentage is noted below.)

- No Discretionary Contributions
- Discretionary Contributions as determined each year by the Employer using the following Allocation Formula:
 - Pro-Rata Based on Compensation
 - Each Participant is credited with a portion of the Employer Contribution for the Plan Year equal to the ratio that the Participant’s Compensation for the Plan Year bears to all Participants’ Compensation for the Plan Year
 - Fixed Dollar Formula
 - Each Participant shall be credited with an equal dollar amount
 - Discretionary Contributions allocated based on Points
 - Other Formula for Discretionary Contributions (See Additional Provisions Addendum)

Discretionary Contributions shall be made:

- On a payroll basis
- On a monthly
- On a quarterly basis
- On an annual basis
- Other remittance period for Discretionary Contributions: _____ (must be at least annual)

- Discretionary Contributions made more frequently than on an annual basis will be recalculated (“trued-up”) at the end of the year. If this box is not checked, Discretionary Contributions will not be recalculated at the end of the year.

Eligibility Requirements for Discretionary Contributions

- No additional requirements [**Must elect if made less frequently than annually**]
- Participant must be employed by the Employer on the last day of the Plan Year
- Participant must earn at least 501 Hours of Service during the Plan Year
- Participant must earn at least 1000 Hours of Service during the Plan Year
- Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- Other Eligibility Requirements for Discretionary Contributions (See Additional Provisions Addendum)

4.03 EMPLOYER MATCHING CONTRIBUTIONS

(Matching Contributions may not exceed 100% of Compensation.)

- No Matching Contributions on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan
- Matching Contributions equal to ___ percent (___%) of the first ___ percent (___%) on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan. The maximum Matching Contribution shall be no more than ___ percent (___%) of Compensation or \$_____.
- Matching Contributions equal to _____ percent (___%) of the first _____ percent (___%) on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan and _____ percent (___%) of the next _____ percent (___%) so contributed and _____ percent (___%) of the next _____ percent (___%) so contributed. The maximum Matching Contribution shall be no more than _____ percent (___%) of Compensation or \$_____.
- Matching Contributions equal to _____ percent (___%) of amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan.
- Other Matching Contribution Formula (See Additional Provisions Addendum)
- Discretionary Matching Contributions as determined each year by the Employer
Matching Contributions shall be made on the following types of deferrals:
- Deferral Contributions the 457(b) Eligible Deferred Compensation Plan
- Catch-up Contributions the 457(b) Eligible Deferred Compensation Plan
- Roth Contributions under the 457(b) Eligible Deferred Compensation Plan
- Matching Contributions shall be calculated based on the lowest whole percentage of Compensation deferred by the Participant (no fractions)
- Matching Contributions shall be made:
- On a payroll basis
- On a monthly basis

- On a quarterly basis
- On an annual basis
- Other remittance period for Matching Contributions: _____(must be at least annual)
- Matching Contributions made more frequently than on an annual basis will be recalculated (“trued-up”) at the end of the year. If this box is not checked, Matching Contributions will not be recalculated at the end of the year.

Employer Matching Contribution Eligibility Requirements

- No requirements [**Must elect if made more frequently than annually**]
- Participant must be employed by the Employer on the last day of the Plan Year
- Participant must earn at least 501 Hours of Service during the Plan Year
- Participant must earn at least 1000 Hours of Service during the Plan Year
- Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- Other Matching Contribution Eligibility Requirements (See Additional Provisions Addendum)

4.05 ROLLOVER CONTRIBUTIONS

- No rollovers permitted
- Eligible rollover contributions permitted to be made by:
 - Eligible Employees, whether or not a Plan Participant
 - Plan Participants Only

4.07 QUALIFIED MILITARY SERVICE

Employer Contributions (Other Than Matching) Upon Return to Employment

- Mandatory Employee Contributions required to receive Employer Contributions

Employer Matching Contributions Upon Return to Employment

- Elective deferrals under the Employer’s 457(b) Plan must be made up to receive Employer Matching Contributions
- Elective deferrals under the Employer’s 457(b) Plan ARE NOT required to be made up receive Employer Matching Contributions. Employee is deemed to have made maximum deferrals permitted.

Employer Contributions Upon Death

- Employer Contributions made for a Participant who dies during Qualified Military Service
 - Employer Basic Contributions
 - Employer Discretionary Contributions
 - Employer Matching Contributions

Employer Contributions Upon Disability

- [--] Employer Contributions made for a Disabled Participant during Qualified Military Service:
- [--] Employer Basic Contributions
- [--] Employer Discretionary Contributions
- [--] Employer Matching Contributions

Vesting Upon Disability

- [--] Service for vesting purposes granted to a Disabled Participant during Qualified Military Service. (Must select if making Employer Contributions for Disabled Participants)

Differential Wage Payments

- [--] Differential Wage Payments treated as Compensation during Qualified Military Service

ARTICLE V: ALLOCATIONS TO PARTICIPANTS' ACCOUNTS

5.03 CODE SECTION 415 LIMITATIONS ON CONTRIBUTIONS

Maximum Permissible Amount for Participants Covered by Another Plan

- [X] Reduce Annual Additions in this Plan by amounts contributed to other plans (default provision)
- [--] Maximum Contributions up to Section 415 limit made to this Plan
- [--] See Additional Provisions Addendum.

ARTICLE VI: RETIREMENT/SEVERANCE BENEFITS/IN-SERVICE DISTRIBUTIONS

6.02 VESTING SCHEDULE

Additional rows may be added to any option to the extent permissible under the Plan document. An Additional Provisions Addendum may be completed for purposes of providing different Vesting Schedules for different classes of Participants. Any cliff vesting schedule must be at least as favorable as 15-year cliff (20-year cliff for a class in which substantially all of the participants are qualified public safety employees as defined in Internal Revenue Code Section 72(t)(10)(B)), Any graded vesting schedule must be at least as favorable as 5-20 year graded.

Vesting for Employer Basic Contribution

- [X] 100% Vesting immediately upon Entry Date
- [--]

<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
Less than ____ (__) years	0 %
_____ (__) years or more	100 %
- [--]

<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
____ years	____%
____ years	____%

___ years	___%
___ years	___%
___ years	___%
___ years or more	___%

[--] Other Vesting Schedule for Basic Contributions (See Additional Provisions Addendum)

Vesting for Employer Discretionary Contribution

[--] 100% Vesting immediately upon Entry Date

<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
___ years	___%
___ years	___%
___ years	___%
___ years	___%
___ years	___%
___ years or more	___%

Less than ___ () years 0 %

___ () years or more 100 %

[--] Other Vesting Schedule for Discretionary Contributions (See Additional Provisions Addendum)

Vesting for Employer Matching Contribution

100% Vesting immediately upon Entry Date

<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
___ years	___%
___ years	___%
___ years	___%
___ years	___%
___ years	___%
___ years or more	___%

Less than ___ () years 0 %

___ () years or more 100 %

[--] Other Vesting Schedule for Employer Matching Contributions (See Additional Provisions Addendum)

6.04 IN-SERVICE WITHDRAWALS.

[--] No in-service withdrawals permitted

[X] In-Service withdrawals shall be permitted as designated below.

[--] After-tax Accounts may be withdrawn at any time

[X] Rollover Accounts may be withdrawn at any time

[--] Withdrawals from vested Accounts on and after attainment of age _____

[--] Withdrawals from vested Accounts on and after Normal Retirement Age

[--] Active Military Distribution

[--] Withdrawal after _____ years of participation (must be at least 5) of the lesser of _____ (specify a dollar amount) or 100% of the Participant’s Vested Account

[--] Other conditions for In-Service withdrawals (See In-Service Withdrawal Addendum) (Must be at least as restrictive as the options available above).

ARTICLE VII: DEATH BENEFITS

7.01 DEATH BENEFITS

[X] Death benefits paid in one lump sum

[--] Death Benefits paid in any form permitted under the Plan for Participants

[--] Other forms of Death Benefit payment (see Forms of Payment Addendum)

ARTICLE VIII: PAYMENT OF BENEFITS

8.01 NORMAL PAYMENT FORMS

[--] Distributions may be made in one lump sum only

[X] Distributions may be made in any form provided in Section 8.01(a)(i)and(ii) (Lump sums or installment)

[--] Other forms of distributions permitted (see Forms of Payment Addendum)

8.05 PARTICIPANT CONSENT TO DISTRIBUTIONS.

[--] The Employer shall not cash-out de minimis Accounts without the consent of the Participant or Beneficiary.

[X] If the vested Account balance payable to an individual is less than or equal to the cash out limit as designated below, such Account may be distributed without the consent of the Participant (or Beneficiary). (Note: Any distribution greater than \$1,000 that is made to a Participant without the Participant’s consent before the Participant attains Normal Retirement Age, will be rolled over to an individual retirement plan designated by the Third Party Service Provider.)

[--] \$1000 or less

[X] The dollar amount specified in Code Section 411(a)(11)(A) (\$5,000 or less as of January 1, 2018).

ARTICLE IX: TRUST FUND INVESTMENTS

9.03 PARTICIPANT DIRECTION OF INVESTMENTS

Accounts Invested by Participants

[X] Participants direct investment of all Accounts

[--]	Direct investment of following Accounts only:	<u>Participant</u>	<u>Employer</u>
	Employee Mandatory Contribution Account	[--]	[--]
	Employee After-Tax Contribution Account	[--]	[--]
	Employer Basic Contribution Account	[--]	[--]
	Employer Discretionary Contribution Account	[--]	[--]
	Employer Matching Contribution Account	[--]	[--]
	<u>Self-directed Brokerage</u>		
[X]	Self-directed Brokerage not permitted		
[--]	Self-directed Brokerage permitted for all Participants' Accounts		
[--]	Self-directed Brokerage permitted for following Accounts only:	<u>Yes</u>	<u>No</u>
	Employee Mandatory Contribution Account	[--]	[--]
	Employee After-Tax Contribution Account	[--]	[--]
	Employer Basic Contribution Account	[--]	[--]
	Employer Discretionary Contribution Account	[--]	[--]
	Employer Matching Contribution Account	[--]	[--]

MISCELLANEOUS

ADDITIONAL PROVISIONS AND PROTECTED BENEFITS

- [X]** The Employer has included certain provisions that are not delineated in this Adoption Agreement but are consistent with provisions in the ACCG Basic Plan Document and are described in the Additional Provisions Addendum.

Note: The Plan may include provisions that are protected under State law. Protected Benefits under Code Section 411(d)(6) do not apply to governmental plans.

SUPERSEDING PROVISIONS

- [--]** The Employer has completed the Plan Superseding Provision Addendum to show the provisions of the Plan that supersede provisions of this Adoption Agreement or the Basic Plan Document.

Note: if the Employer elects superseding provisions, the Employer may not be able to rely on ACCG's Preapproved Plan opinion letter for qualification of its Plan. In addition such superseding provision may in certain circumstances affect the Plan's status as a preapproved Plan eligible for the 6 year remedial amendment cycle.

RELIANCE ON OPINION LETTER

An adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that this Plan is qualified under Code Section 401 only to the extent provided in section 7.02 of Rev. Proc. 2017-41. The Employer may not rely on the opinion letter in certain other circumstances or with respect to certain qualification requirements that are specified in the opinion letter issued with respect to this Plan and in Section 7.03 of Rev. Proc. 2017-41. In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to Employee Plan Determinations of the Internal Revenue Service, if eligible.

Failure to properly complete this Adoption Agreement and failure to operate the Plan in accordance with the terms of the Plan document may result in disqualification of the plan.

This Adoption Agreement may be used only in conjunction with the ACCG Basic Plan document. ACCG will inform the adopting Employer of any amendments made to the Plan or of the discontinuance or abandonment of the preapproved document.

ELECTRONIC SIGNATURE AND RECORDS

This Adoption Agreement, and any amendment thereto, may be executed or affirmed by an electronic signature or electronic record permitted under applicable law or regulation, provide the type or method of electronic signature or electronic record is acceptable to the Trustees.

ACCG BASIC PLAN DOCUMENT INFORMATION

Preapproved Plan Sponsor:

Association County Commissioners of Georgia
191 Peachtree Street #700
Atlanta, GA 30303
(404) 522-5022

ACCG will inform the Employer of any amendments made to the Plan or if the Plan is discontinued or abandoned by ACCG.

The ACCG Basic Plan Document and accompanying Adoption Agreement together comprise the Preapproved Defined Contribution Plan. It is the responsibility of the adopting Employer to review this preapproved plan document with its legal counsel to ensure that the preapproved plan is suitable for the Employer and that the Adoption Agreement has been properly completed prior to signing.

WHITE COUNTY

By: _____

Title: _____

Date: _____

ACCEPTANCE (on behalf of the DC Board):

By: _____

Title: _____

Date: _____

PRIOR SERVICE ADDENDUM

Use this Prior Service Addendum to indicate prior employers or types of service that will be recognized as Vesting Service or Eligibility Service

IN-SERVICE WITHDRAWAL ADDENDUM

- (A) Other In-service Withdrawal Provisions – In service withdrawals from a Participant’s Accounts specified below shall be available to Participants who satisfy the requirements also specified below (must be at least as restrictive as the options in Section 6.04 of the Adoption Agreement):

ADDITIONAL PROVISIONS ADDENDUM

Additional Provision(s): The following provisions supplement and, to the degree described herein, supersede other provision of this Adoption Agreement and the Basic Plan Document. Each provision of the Adoption Agreement for which an Additional Provision Addendum is available may be modified (i) to the extent permitted in this Additional Provisions Addendum, to the extent permitted by the Adoption Agreement and/or to the extent permitted by the Basic Plan Document; (ii) to apply different Adoption Agreement elections to different groups of Employees or Participants, as applicable; and (iii) as described in both (i) and (ii). If different provisions apply to different groups of Employees or Participants, the provision subject to modification shall be reproduced in its entirety for each group of Employees or Participants. Any permitted election in the Adoption Agreement may be modified in an Additional Provision Addendum solely for purposes of applying different elections to different groups of Employees or Participants. Any election made in an Additional Provisions Addendum must satisfy the definite written program requirement of Treasury regulations section 1.401-1(a)(2).

2.09 COMPENSATION

Compensation Defined

The following definition of Compensation applies to:

- [--] All Participants
- [--] Only the following Participants: _____
- [--] Amounts as defined in Code Section 3401(a) for purposes of income tax withholding at the source (as reported to the Employee on IRS Form W-2 for such year)
- [--] Includes Differential Wage Payments
- [--] Excludes Differential Wage Payments
- [--] Short Plan Years use Compensation only during short year (Default provision)
- [--] Short Plan Years use Compensation for entire year
- [--] Includes the following: _____
- [--] Excludes the following: _____

2.11 DISABILITY OR DISABLED

The following definition of Disability applies to:

- [--] All Participants
- [--] Only the following Participants: _____
- [--] Entitled to disability retirement benefits under the federal Social Security Act
- [--] Entitled to benefits under long term disability plan or policy of Employer
- [--] Other: _____ (May not permit the Employer's chosen physician to be the sole determinant of Disability.)

2.17 ELIGIBLE EMPLOYEE

Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

<u>Employees, other than Elected Officials</u>		Include	Exclude
The following definition of Employees, other than Elected Officials, applies to:			
[--]	All Participants		
[--]	Only the following Participants: _____		
	All Employees	[--]	[--]
	Senior Management Only (Specify eligible positions:)	[--]	[--]
	Full-time Employees only	[--]	[--]
[--]	Working for the Employer at least _____ Hours of Service per week for Compensation		
[--]	Other Definition of Full-time: _____	[--]	[--]
[--]	Grant-funded Employees (<i>List employee classifications and check "Include" or "Exclude" as appropriate.</i>)		
	_____	[--]	[--]
	_____	[--]	[--]
[--]	Other Definition of Eligible Employees other than Elected Officials: (<i>List employee classifications and check "Include" or "Exclude" as appropriate.</i>)		
	_____	[--]	[--]
	_____	[--]	[--]
<u>Elected or Appointed Officials of the Employer (Not eligible for a State of Georgia Retirement System)</u>			
	County Commissioners	[--]	[--]
	Coroner	[--]	[--]
[--]	Other Elected Official (Not eligible for a State of Georgia Retirement System) (<i>List and check "Include" or "Exclude" as appropriate.</i>)		
	_____	[--]	[--]
	_____	[--]	[--]
<u>Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems)</u>			
	Sheriff	[--]	[--]
	Tax Commissioner (elected before 7/1/2012)	[--]	[--]
	Clerk of Superior Court	[--]	[--]
	Chief Magistrate Judge	[--]	[--]

	Assistant Magistrate Judge(s)	[--]	[--]
	Probate Court Judge	[--]	[--]
[--]	Other Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems) (<i>List and check "Include" or "Exclude" as appropriate.</i>)		
		Include	Exclude
	_____	[--]	[--]
	_____	[--]	[--]

Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law)

	State Court Judge	[--]	[--]
	Superior Court Judge	[--]	[--]
	Solicitor or Solicitor General	[--]	[--]
	District Attorney	[--]	[--]
[--]	Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law) (<i>List and check "Include" or "Exclude" as appropriate.</i>)		
	_____	[--]	[--]
	_____	[--]	[--]

Other Personnel Receiving Supplemental Compensation from the Employer

[--]	Other Personnel Receiving Supplemental Compensation from the Employer (<i>List and check "Include" or "Exclude" as appropriate.</i>)		
	_____	[--]	[--]
	_____	[--]	[--]

Excluded Employees

	Excluded employees as provided in Section 2.17 of the ACCG Basic Plan Document	[--]	[--]
	Excluded employees as provided in Section 2.17 of the ACCG Basic Plan Document other than:	[--]	[--]
	Individuals electing into a retirement system sponsored by the State of Georgia are included to the extent permitted under Georgia law	[--]	[--]
	Tax commissioners, collectors and receivers and their employees who took office or and after July 1 2012, who participate in a retirement system sponsored by the State of Georgia	[--]	[--]
	Juvenile Court Judges	[--]	[--]
	Nonresident Aliens	[--]	[--]

- [X] Other Excluded Employees (List and check “Include” or “Exclude” as appropriate.)
 - All Employees except those who hold a position listed under the heading, “Senior Management Only (Specify Eligible Positions) in the Adoption Agreement Section 2.17 and whose Employment Commencement Date is listed immediately following such position.** [--] [--]
 - _____ [--] [--]
- [--] Grant-Funded Employees (List and check “Include” or “Exclude” as appropriate.)
 - _____ [--] [--]
 - _____ [--] [--]

2.28 ENTRY DATE

Entry Date for Employee Contributions

The following Entry Date for Employee Contributions applies to:

- [--] All Participants
- [--] Only the following Participants: _____
- [--] The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements
- [--] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements
- [--] Other Entry Date for Employee Contributions: *the first day of the pay period beginning on or after the following date:* _____

Entry Date for Employer Basic Contributions

The following Entry Date for Employer Basic Contributions applies to:

- [--] All Participants
- [--] Only the following Participants: _____
- [--] The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements
- [--] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements
- [--] *Other Entry Date for Basic Contributions:* _____
- [--] Whichever option is selected above or below, but no earlier than _____ (*insert date*)

- [--] The first day of the _____ (*insert a designation other than "first"*) pay period beginning on or after the _____ (*insert a date other than January 1st*) that the date the Participant first meets the eligibility requirement
- [--] The first day of the _____ (*insert a designation other than "first"*) pay period beginning on or after the date the Participant first meets the eligibility requirements
- [--] The first day of the _____ pay period of the _____ month on or after the Participant first meets the eligibility requirements
- [--] The first day of the _____ pay period of the _____ calendar quarter on or after the Participant first meets the eligibility requirements

Entry Date for Employer Discretionary Contributions

The following Entry Date for Employer Discretionary Contributions applies to:

- [--] All Participants
- [--] Only the following Participants: _____
- [--] The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements
- [--] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- [--] Whichever option is selected above or below, but no earlier than _____ (*insert date*)
- [--] The first day of the _____ (*insert a designation other than "first"*) pay period beginning on or after the _____ (*insert a date other than January 1st*) that the date the Participant first meets the eligibility requirement
- [--] The first day of the _____ (*insert a designation other than "first"*) pay period beginning on or after the date the Participant first meets the eligibility requirements
- [--] The first day of the _____ pay period of the _____ month on or after the Participant first meets the eligibility requirements
- [--] The first day of the _____ pay period of the _____ calendar quarter on or after the Participant first meets the eligibility requirements

Entry Date for Employer Matching Contributions

The following Entry Date for Employer Matching Contributions applies to:

- [--] All Participants
- [--] Only the following Participants: _____
- [--] The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements
- [--] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements
- [--] Whichever option is selected above or below, but no earlier than _____ (*insert date*)

- [--] The first day of the _____ (*insert a designation other than "first"*) pay period beginning on or after the _____ (*insert a date other than January 1st*) that the date the Participant first meets the eligibility requirement
- [--] The first day of the _____ (*insert a designation other than "first"*) pay period beginning on or after the date the Participant first meets the eligibility requirements
- [--] The first day of the _____ pay period of the _____ month on or after the Participant first meets the eligibility requirements
- [--] The first day of the _____ pay period of the _____ calendar quarter on or after the Participant first meets the eligibility requirements

2.61 YEAR OF SERVICE

Adjustments to Years of Service for Eligibility Purposes

Include Exclude

The following adjustments to Years of Service for Eligibility Purposes applies to:

- | | | | |
|------|--|------|------|
| [--] | All Participants | [--] | [--] |
| [--] | Only the following Participants: _____ | [--] | [--] |
| [--] | Service Before the Original Effective Date of the Plan included | [--] | [--] |
| [--] | Service Before the Original Effective Date of the Plan excluded | [--] | [--] |
| [--] | Service Before the Effective Date of this amended and restated Plan included | [--] | [--] |
| [--] | Service Before the Effective Date of this amended and restated Plan excluded | [--] | [--] |
| [--] | Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of Eligibility to participate after a Reemployment Commencement Date | [--] | [--] |
| [--] | Other Adjustments to Years of Service for Eligibility: | | |
| | Include: _____ | [--] | [--] |
| | Exclude: _____ | [--] | [--] |

Adjustments to Years of Service for Vesting Purposes

The following adjustments to Years of Service for Vesting Purposes applies to:

- | | | | |
|------|--|------|------|
| [--] | All Participants | | |
| [--] | Only the following Participants: _____ | | |
| [--] | Service Before the Original Effective Date of the Plan included | [--] | [--] |
| [--] | Service Before the Original Effective Date of the Plan excluded | [--] | [--] |
| [--] | Service Before the Effective Date of this amended and restated Plan included | [--] | [--] |

- [--] Service Before the Effective Date of this amended and restated Plan excluded [--] [--]
- [--] Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of Vesting in amounts accrued after Reemployment Commencement Date [--] [--]
- [--] Other Adjustments to Years of Service for Vesting:
 - Include: _____ [--] [--]
 - Exclude: _____ [--] [--]

3.01 PARTICIPATION ELIGIBILITY

Eligibility Date Determination for Employee Contributions

The following Eligibility Date for Employee Contributions applies to:

- [--] All Participants
- [--] Only the following Participants: _____
- [--] The Eligible Employee’s Employment Commencement Date
- [--] Date on which the Eligible Employee completes _____ (___) Year(s) of Service
- [--] Date on which the Eligible Employee attains age (_____) (___)
- [--] The earlier of the date on which the Eligible Employee completes _____ (___) Years of Service or attains age _____ (___)
- [--] Other Eligibility Date for Employee Contributions: _____ (Must be based on service, age or a combination of service and age.)

Eligibility Date Determination for Employer Basic Contributions

The following Eligibility Date for Employer Basic Contributions applies to:

- [--] All Participants
- [--] Only the following Participants: _____
- [--] The Eligible Employee’s Employment Commencement Date
- [--] Date on which the Eligible Employee completes _____ (___) Year(s) of Service
- [--] Date on which the Eligible Employee attains age (_____) (___)
- [--] The earlier of the date on which the Eligible Employee completes _____ (___) Years of Service or attains age _____ (___)
- [--] Other Eligibility Date for Basic Contributions _____ (Must be based on service, age or a combination of service and age.)

Eligibility Date Determination for Employer Discretionary Contributions

The following Eligibility Date for Employer Discretionary Contributions applies to:

- [--] All Participants
- [--] Only the following Participants: _____
- [--] The Eligible Employee’s Employment Commencement Date
- [--] Date on which the Eligible Employee completes _____ (___) Year(s) of Service

- [--] Date on which the Eligible Employee attains age (_____) (___)
- [--] The earlier of the date on which the Eligible Employee completes _____ (___) Years of Service or attains age _____ (___)
- [--] Other Eligibility Date for Discretionary Contributions _____ (*Must be based on service, age or a combination of service and age.*)

Eligibility Date Determination for Employer Matching Contributions

The following Eligibility Date for Employer Matching Contributions applies to:

- [--] All Participants
- [--] Only the following Participants: _____
- [--] The Eligible Employee’s Employment Commencement Date
- [--] Date on which the Eligible Employee completes _____ (___) Year(s) of Service
- [--] Date on which the Eligible Employee attains age (_____) (___)
- [--] The earlier of the date on which the Eligible Employee completes _____ (___) Years of Service or attains age _____ (___)
- [--] Other Eligibility Date for Matching Contributions _____ (*Must be based on service, age or a combination of service and age.*)

3.02 PARTICIPATION UPON REEMPLOYMENT

The following special rules for Participation Upon Reemployment apply to:

- [--] All Participants
- [--] Only the following Participants: _____
- [--] Upon the Eligible Employee’s Reemployment Commencement Date, the Eligible Employee shall have the following status in the Plan based on his status as of his most recent Severance Date:
 - [--] (a) If the Eligible Employee was a Participant, he shall reenter the Plan as a Participant on _____ (*describe the applicable date.*)
 - [--] (b) If the Eligible Employee had satisfied the Plan’s eligibility conditions but had not become a Participant, he shall become a Participant on the _____ (*earlier or later*) of _____ (*describe the applicable date.*) or _____ (*describe the applicable date.*)
 - [--] (c) If the Eligible Employee had not satisfied the Plan’s eligibility conditions, he _____ (*shall or shall not*) receive _____ (*all or the portion described*) previous Years of Service and shall become a Participant on _____ (*describe the date*)

4.02 EMPLOYER BASIC AND DISCRETIONARY CONTRIBUTIONS

Employer Basic Contributions

The following Employer Basic Contribution shall apply to:

- [--] All Participants
- [--] Only the following Participants: _____
- [--] No Basic Contributions

- [--] Basic Contributions equal to _____ percent (___ %) of each Participant's Compensation (not to exceed 25%)
- [--] Basic Contributions in a flat dollar amount equal to _____ dollars (\$___) for each Participant
- [--] Basic Contributions allocated based on Points equal to \$_____ times the number of each Participant's points. *(Complete Description of Points below.)*
- [--] Basic Contributions allocated based on Points (or ranges of Points) equal to the following percentage of each Participant's Compensation (not to exceed 25% or the same flat dollar amount). *(Complete Description of Points below.)*

<u>Number of Points</u>	<u>\$ Amount</u>	<u>% of Compensation</u>
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %

- [--] Points for each year of age (in whole numbers): _____
- [--] Points for each Year of Service (in whole numbers): _____
- [--] Points for each unit of Compensation: _____
- [--] A unit of Compensation is _____
- [--] Maximum Years of Service taken into account, if any: _____
- [--] Each Participant's allocation shall bear the same relationship to the Employer Contribution as the number of his or her total Points bears to all Points awarded
- [--] Other Basic Contribution Formula *(Must be a combination of the options above, e.g., 2% of Compensation, but not more than \$1500; 2% of the first \$70,000 of Compensation; or a percentage of Compensation based on Points or ranges of Points)* _____

Basic Contributions shall be made:

- [--] On a payroll basis
- [--] On a monthly basis
- [--] On a quarterly basis
- [--] On an annual basis
- [--] Other Basic Contribution remittance period *(Must be based on one or more of the options above, such as semi-monthly or quarterly with an annual true-up.)* _____

Eligibility Requirements for Basic Contributions

- [--] No additional requirements
- [--] Participant must be employed by the Employer on the last day of the Plan Year
- [--] Participant must earn at least 501 Hours of Service during the Plan Year

- [--] Participant must earn at least 1000 Hours of Service during the Plan Year
- [--] Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- [--] Other Eligibility Requirements for Basic Contributions *(Must be a combination of employment date and a minimum number of Hours of Service during a specified period of time, but no Hour of Service requirement shall, if extrapolated to a Plan Year basis, require more than 2,080 Hours of Service/Plan Year. For example, 40 Hours of Service/week or 173/month is acceptable; 42 hours/week or 175/month is not.):* _____

Employer Discretionary Contributions

The following Employer Discretionary Contribution shall apply to:

- [--] All Participants
- [--] Only the following Participants: _____
- [--] No Discretionary Contributions
- [--] Discretionary Contributions as determined each year by the Employer using the following Allocation Formula:
 - [--] Pro-Rata Based on Compensation
 - [--] Each Participant is credited with a portion of the Employer Contribution for the Plan Year equal to the ratio that the Participant’s Compensation for the Plan Year bears to all Participants’ Compensation for the Plan Year
 - [--] Fixed Dollar Formula
 - [--] Each Participant shall be credited with an equal dollar amount
 - [--] Discretionary Contributions allocated based on Points
 - [--] Discretionary Contributions allocated based on Points equal to \$_____ times the number of each Participant’s points. *(Complete Description of Points below.)*
 - [--] Discretionary Contributions allocated based on Points (or ranges of Points) equal to the following percentage of each Participant’s Compensation (not to exceed 25% or the same flat dollar amount) *(Complete Description of Points below.)*

<u>Number of Points</u>	<u>\$ Amount</u>	<u>% of Compensation</u>
_____	\$_____	_____%
_____	\$_____	_____%
_____	\$_____	_____%
_____	\$_____	_____%
_____	\$_____	_____%

- [--] Points for each year of age (in whole numbers):_____
- [--] Points for each Year of Service (in whole numbers):_____
- [--] Points for each unit of Compensation:_____
- [--] A unit of Compensation is _____
- [--] Maximum Years of Service taken into account, if any: _____

[--] Each Participant’s allocation shall bear the same relationship to the Employer Contribution as the number of his or her total Points bears to all Points awarded

Discretionary Contributions shall be made:

[--] On a payroll basis

[--] On a monthly basis

[--] On a quarterly basis

[--] On an annual basis

[--] Other Discretionary Contribution remittance period *(Must be based on one or more of the options above, such as semi-monthly or quarterly with an annual true-up.)* _____

Eligibility Requirements for Discretionary Contributions

[--] No additional requirements [**Must elect if paid on less than annual basis**]

[--] Participant must be employed by the Employer on the last day of the Plan Year

[--] Participant must earn at least 501 Hours of Service during the Plan Year

[--] Participant must earn at least 1000 Hours of Service during the Plan Year

[--] Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.

[--] Other Eligibility Requirements for Discretionary Contributions *(Must be a combination of employment date and a minimum number of Hours of Service during a specified period of time, but no Hour of Service requirement shall, if extrapolated to a Plan Year basis, require more than 2,080 Hours of Service/Plan Year. For example, 40 Hours of Service/week or 173/month is acceptable; 42 hours/week or 175/month is not.):* _____

4.03 EMPLOYER MATCHING CONTRIBUTIONS

(Matching Contributions may not exceed 100% of Compensation.)

The following Employer Matching Contribution shall apply to:

[--] All Participants

[--] Only the following Participants: _____

[--] No Matching Contributions on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan

[--] Matching Contributions equal to _____ percent (____%) of the first _____ percent (____%) on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan. The maximum Matching Contribution shall be no more than _____ percent (____%) of Compensation or \$_____.

[--] Matching Contributions equal to _____ percent (____%) of the first _____ percent (____%) on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan and _____ percent (____%) of the next _____ percent (____%) so contributed and _____ percent (____%) of the next _____ percent (____%) so contributed. The maximum Matching

Contribution shall be no more than _____ percent (___%) of Compensation or \$_____.

[--] Matching Contributions equal to _____ percent (___%) of amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan.

[--] Discretionary Matching Contributions as determined each year by the Employer

Matching Contributions shall be made on the following types of deferrals:

[--] Deferral Contributions the 457(b) Eligible Deferred Compensation Plan

[--] Catch-up Contributions the 457(b) Eligible Deferred Compensation Plan

[--] Roth Contributions under the 457(b) Eligible Deferred Compensation Plan

[--] Matching Contributions shall be calculated based on the lowest whole percentage of Compensation deferred by the Participant (no fractions)

Matching Contributions shall be made:

[--] On a payroll basis

[--] On a monthly basis

[--] On a quarterly basis

[--] On an annual basis

[--] Other remittance period for Matching Contributions: _____(must be at least annual)

Employer Matching Contribution Eligibility Requirements

[--] No requirements [**Must elect if made more frequently than annually**]

[--] Participant must be employed by the Employer on the last day of the Plan Year

[--] Participant must earn at least 501 Hours of Service during the Plan Year

[--] Participant must earn at least 1000 Hours of Service during the Plan Year

[--] Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.

(Note: Matching contributions made on a payroll basis will not be recalculated at the end of the year)

5.03 MAXIMUM LIMITS WHEN EMPLOYER SPONSORS TWO DEFINED CONTRIBUTION PLANS - SPECIAL PROVISIONS

The following _____ shall apply to:

[--] All Participants

[--] Only the following Participants: _____

Describe allocation between this Plan and the other plan: _____

6.02 VESTING SCHEDULE

Additional rows may be added to any option to the extent permissible under the Plan document. . Any cliff vesting schedule must be at least as favorable as 15-year cliff (20-year cliff for a class in which substantially all of the participants are qualified public safety employees as defined in Internal Revenue Code Section 72(t)(10)(B)), Any graded vesting schedule must be at least as favorable as 5-20 year graded.

Vesting for Employer Basic Contribution

This Vesting Schedule for Basic Contributions Additional Provisions Addendum applies to: _____
 _____ (Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

[--] 100% Vesting immediately upon Entry Date

[--] <u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
Less than ____ () years	0 %
_____ () years or more	100 %

[--] <u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
____ years	____%
____ years	____%
____ years	____%
____ years	____%
____ years	____%
____ years or more	____%

Vesting for Employer Discretionary Contribution

This Vesting Schedule for Employer Discretionary Contributions Additional Provisions Addendum applies to: _____
 _____ (Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

[--] 100% Vesting immediately upon Entry Date

[--] <u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
____ years	____%
____ years	____%
____ years	____%
____ years	____%
____ years	____%
____ years or more	____%
Less than ____ () years	0 %
_____ () years or more	100 %

Vesting for Employer Matching Contribution

This Vesting Schedule for Employer Matching Contributions Additional Provisions Addendum applies to: _____ (Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).)

100% Vesting immediately upon Entry Date

[--]	<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
	____ years	____%
	____ years	____%
	____ years	____%
	____ years	____%
	____ years	____%
	____ years or more	____%
	Less than ____ () years	0 %
	____ () years or more	100 %

2.31 HOURS OF SERVICE EQUIVALENCY ADDENDUM

Per Section 2.30(g) of the Basic Plan Document, Each Employee who works _____ Hour(s) of Service during a _____ shall be credited with _____ Hours of Service for that period. (The equivalency selected must be at least as generous as the equivalencies set for forth in paragraph (e) of Department of Labor Regulation Section 2530.2006-3.)

FORMS OF PAYMENT ADDENDUM

This Forms of Payment Addendum shall apply to the following classes of Participants or to the following sources of contributions: _____ (must satisfy the definitely determinable requirement under Treasury regulation 1.401-1(a)(2)).

Per Section 8.01(a)(iv) of the Plan Document, the Employer may permit any of the following forms of payment in addition to those otherwise available under the Basic Plan Document and/or the Adoption Agreement. The Employer also may use this Addendum to provide for different elections for different classifications of employees or for different sources of contributions:

- [--] Distributions may be made in one lump sum only
- [--] Distributions may be made in any form provided in Section 8.01(a) (Lump sums, installments or systematic payments)
- [--] Distributions may be made in any form provided in Section 8.01(a) (Lump sums, installments or systematic payments, except that:
 - [--] The maximum length of the installment period shall be: _____ (may not exceed the joint life expectancy of the Participant and his designated Beneficiary)
 - [--] The Participant or Beneficiary whose distribution is in the form of installments may not elect to receive the remainder of his Account in a single lump sum or otherwise change the installment method previously selected.
 - [--] In addition to the lump sum and installment options, Participants and Beneficiaries may elect partial withdrawals provided the minimum withdrawal is \$_____.
- [--] Annuities:
 - [--] 1. Any form of annuity
 - [--] 2. Only the following forms of annuity (select one or more):
 - [--] a. Straight life annuity
 - [--] b. Life and 5 years certain
 - [--] c. Life and 10 years certain
 - [--] d. Life and 15 years certain
 - [--] e. Life and 20 years certain
 - [--] f. Straight life with reduction upon receipt of Social Security benefits
 - [--] g. Joint and 50% survivor annuity
 - [--] h. Joint and 66 2/3% survivor annuity
 - [--] i. Joint and 75% survivor annuity
 - [--] j. Joint and 100% survivor annuity
 - [--] Annuity options are available only to Participants who have attained age: _____ (specify).
 - [--] Annuity options are available only to Participants who have completed _____ (specify) Years of Service.
- [--] Joint Annuity may be:
 - [--] Spouse only
 - [--] No restrictions, subject to incidental benefit rules described in Treasury Regulation Section 1.401(a)(9)-2

- [--] Distributions may be made in:
- [--] cash only (except for insurance or annuity contracts)
- [--] cash or property

SUPERSEDING PROVISIONS ADDENDUM

Unless the provisions of this Superseding Provisions Addendum are described in Section 8.03 of Revenue Procedure 2017-41 as not causing a plan to fail to be identical, e.g., changes to the administrative provisions of the Plan, such as provisions relating to investments or plan claims procedures, the Employer will not be permitted to rely on ACCG's opinion letter for qualification of its plan. In addition, such superseding provisions may, in certain circumstances, affect the plan's status as a pre-approved plan eligible for the 6-year remedial amendment cycle.

The following provisions supersede other provisions of this Adoption Agreement and the ACCG Basic Plan document in the manner described below:

**RESOLUTION TO AMEND
ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA
401(a) DEFINED CONTRIBUTION PLAN
FOR EMPLOYEES OF WHITE COUNTY**

WHEREAS, White County, Georgia (the "Employer") established the ACCG 401(a) Defined Contribution Plan for White County Employees (the "Plan") through an Adoption Agreement that was first effective as of January 1, 1989, and was most recently amended and restated effective as of January 1, 2022;

WHEREAS, Section 13.01(a) of the Plan allows the Employer to amend the elective provisions of the Adoption Agreement at any time;

WHEREAS, the Employer desires to amend the Adoption Agreement to provide that the County Manager with an employment commencement date of May 8, 2023, will not be an Eligible Employee under the Plan.

NOW THEREFORE, the White County Board of Commissioners hereby resolves as follows:

RESOLVED that the White County Board of Commissioners hereby approves the attached Adoption Agreement Amendment #1, to be effective upon adoption;

FURTHER RESOLVED that the Commission Chair is hereby authorized, empowered, and directed to take all further actions and to execute all documents necessary to implement these resolutions.

FURTHER RESOLVED that any resolution in conflict with this resolution is hereby repealed.

This ____ day of _____, 2023.

WHITE COUNTY BOARD OF COMMISSIONERS

By: _____
Chair, White County Board of County Commissioners

Date: _____

Attest:

By: _____
County Clerk

Date: _____

**ADOPTION AGREEMENT AMENDMENT #1
ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA
401(a) DEFINED CONTRIBUTION PLAN
FOR WHITE COUNTY EMPLOYEES**

WHEREAS, White County, Georgia (the "Employer") established the ACCG 401(a) Defined Contribution Plan for White County Employees (the "Plan") through an Adoption Agreement that was first effective as of January 1, 1989, and was most recently amended and restated effective as of January 1, 2022;

WHEREAS, Section 13.01 of the Plan allows the Employer to amend the elective provisions of the Adoption Agreement; and

WHEREAS, the Employer desires to amend the Adoption Agreement to provide that the County Manager with an employment commencement date of May 8, 2023, will not be an Eligible Employee under the Plan.

NOW, THEREFORE, the Adoption Agreement is hereby amended as follows, effective as of the date that this Amendment #1 is adopted:

1.

Section 2.17, the definition of **Eligible Employee**, shall be restated in its entirety to read as follows:

2.17 ELIGIBLE EMPLOYEE

	<u>Employees, other than Elected Officials</u>	Include	Exclude
[--]	All Employees	[--]	[--]
[X]	Senior Management Only (Specify Eligible Positions: County Manager whose Employment Commencement Date is May 8, 2023)	[--]	[X]
[X]	Full-time Employees only	[X]	[--]
[X]	Working for the Employer at least thirty-two (32) Hours of Service per week for Compensation		
[--]	Other Definition of Full-time (see Additional Provisions Addendum)		
[--]	Grant-funded Employees (Complete only if treated differently than other Eligible Employees other than Elected Officials; complete Additional Provisions Addendum if necessary to distinguish between different classes of grant-funded employees)	[--]	[--]
[--]	Other Definition of Eligible Employees other than Elected Officials (See Additional Provisions Addendum)	[--]	[--]

<u>Elected or Appointed Officials of the Employer (Not eligible for a State of Georgia Retirement System)</u>	Include	Exclude
County Commissioners	[X]	[--]
Coroner	[X]	[--]
Other Elected Official (Not eligible for a State of Georgia Retirement System) (See Additional Provisions Addendum)	[--]	[X]
<u>Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems)</u>		
Sheriff	[X]	[--]
Tax Commissioner (elected before 7/1/2012)	[X]	[--]
Clerk of Superior Court	[X]	[--]
Chief Magistrate Judge	[X]	[--]
Assistant Magistrate Judge(s)	[--]	[X]
Probate Court Judge	[X]	[--]
Other Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems) (See Additional Provisions Addendum)	[X]	[--]
<u>Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law)</u>		
State Court Judge	[X]	[--]
Superior Court Judge	[X]	[--]
Solicitor or Solicitor General	[X]	[--]
District Attorney	[X]	[--]
Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law) (See Additional Provisions Addendum)	[--]	[X]
<u>Other Personnel Eligible for one or more State of Georgia Retirement Systems</u>		
Employees of Tax Commissioners (hired before 7/1/2012)	[X]	[--]
<u>Tax Commissioners and Employees of Tax Commissioners (if not participating in the Employees' Retirement System of Georgia)</u>		
Tax Commissioner (hired on or after 7/1/2012)	[X]	[--]
Employees of Tax Commissioners (hired on or after 7/1/2012)	[X]	[--]
<u>Other Personnel Receiving Supplemental Compensation from the Employer</u>		
Extension Agents	[X]	[--]
Other Personnel Receiving Supplemental Compensation from the Employer (See Additional Provisions Addendum)	[--]	[X]

<u>Excluded Employees</u>		Include	Exclude
<input checked="" type="checkbox"/>	Excluded employees as provided in section 2.17 of the ACCG Basic Plan Document	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Excluded employees as provided in section 2.17 of the ACCG Basic Plan Document other than:		
<input type="checkbox"/>	Individuals electing into a retirement system sponsored by the State of Georgia are included to the extent permitted under Georgia law	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Tax commissioners, collectors and receivers and their employees who took office or and after July 1 2012, who participate in a retirement system sponsored by the State of Georgia	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Juvenile Court Judges	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Nonresident Aliens	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Other Excluded Employees (See Additional Provisions Addendum)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

IN WITNESS WHEREOF, the Employer has caused its duly authorized officer to execute this Amendment on the date noted below.

WHITE COUNTY, GEORGIA

By: _____

Title: _____

Date: _____