



WHITE COUNTY BOARD OF COMMISSIONERS

REGULAR MEETING

MONDAY, FEBRUARY 5, 2024 AT 4:30 P.M.

AGENDA

1. Call to Order.
2. Pledge of Allegiance.
3. Invocation – Rev. Dennis Turner Cleveland First Baptist Church & White County Ministerial Alliance.
4. Consider adoption of the following meeting minutes:
 - January 8, 2024 – Combined Work Session & Regular Meeting, and
 - January 29, 2024 – Combined Work Session & Called Meeting (including Executive Session Minutes)

New Business

5. Consider approval of purchase & installation of Access Control Systems in the Elections & Voter Registration Office in order to establish a system in compliance with Georgia Rules and Regulations requiring controlled, documented entry to restricted areas.
6. Consider approval of the Fiscal Year 2024 Coordinated Transportation Contract with the Georgia Department of Human Services (DHS) for the White County Senior Center.
7. Consider approval of the purchase of a replacement lowboy trailer for the White County Road Department.
8. Ms. Jodi Ligon, Finance Director, to present the monthly Financial Status Report.
9. County Manager Comments.
10. Public Comment.
11. Announcements:
 - Monday, February 19, 2024 – County Offices Closed in observance of President’s Day.
 - Monday, February 26, 2024 @ 4:30 p.m. – Board of Commissioners Work Session
 - Monday, March 4, 2024 @ 4:30 p.m. – Board of Commissioners Regular Meeting
12. Adjourn.

WHITE COUNTY BOARD OF COMMISSIONERS

MINUTES OF THE COMBINED WORK SESSION & REGULAR MEETING HELD

MONDAY, JANUARY 8, 2024 AT 4:30 P.M.

The White County Board of Commissioners held a combined Work Session & Regular Meeting on Monday, January 8, 2024 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, County Attorney Mary Jane Henneke, Finance Director Jodi Ligon, and County Clerk Shanda Murphy.

Chairman Turner called the meeting to order.

Following the Pledge of Allegiance, Pastor Marc Turner - representing the Cleveland Worship Center & the White County Ministerial Alliance – provided the invocation.

Upon a motion made by Commissioner Bryant, seconded by Commissioner Goodger there was a unanimous vote to adopt the following meeting minutes: December 4, 2023 Public Hearing & Regular Meeting, December 11, 2023 Called Meeting, and December 14, 2023 Called Meeting including Executive Session.

Mr. Mark Griffin, former Director of White County Family Connection, introduced the new Director – Ms. Nanette Baughman. Mr. Griffin also provided the Board with an annual report pamphlet.

Chairman Turner read the following statement, as it appeared on the meeting agenda: “In reference to land use agenda item #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 item at the public hearing held at the Planning Commission Meeting on November 28, 2023. All information presented was then forwarded to the Board of Commissioners”.

Mr. John Sell, Director of Community & Economic Development, presented the land use application filed by Colin Morris to request a conditional use permit at 538 Highway 356 Helen, Georgia. Tax map and parcel 042B-045. Total acreage is 10.523. The proposed use was to place in a short-term rental program. The present zoning is R-1 Residential Single-Family. He stated that the property is not located in a subdivision, the Planning Commission held a public hearing on the application, and the Planning Commission recommended approval of the application. Mr. Colin Morris said he and his family had been visiting the area and enjoying the outdoors for years – so they decided to build a future retirement home. He explained that they wanted to operate the home as a short-term rental when they were not utilizing it. He confirmed that his wife would be self-managing the property.

Upon a motion made by Commissioner Bryant, seconded by Commissioner Nix there was a unanimous vote to approve the land use application filed by Colin Morris for a conditional use permit at 538 Highway 356 Helen, Georgia 30545. Tax map and parcel 042B-045. Total acreage is 10.523. The approved use is to place in a short-term rental program within the present zoning is R-1 Residential Single-Family.

Chief Deputy Gus Sesam presented the 2024 Inmate Housing Agreements with the Cities of Cleveland and Helen. He advised that the only change in these agreements from last year was the daily boarding fee increased from \$35.00 per day to \$45.00 per day in order to cover the increased costs of food and supplies.

Upon a motion made by Commissioner Goodger, seconded by Commissioner Holcomb, there was a unanimous vote to approve the 2024 Inmate Housing Agreements with the City of Cleveland and Helen.

Chairman Turner stated that the Board would be considering the adoption of Resolution No. 2024-01 amending Chapter 16, Short Term Rental Host License, of the County Code – noting that the following two (2) agenda items (amendments to Appendix C, Land Use Regulations) were all relate, however action would be taken on each item individually. Ms. Shanda Murphy presented the following information:

Proposed Changes - Chapter 16, STR Host License

- There are two (2) items being addressed as relates to short -term rentals:
 - (1) amending the STR Host License Ordinance
 - (2) land use amendments** The required advertisement and public hearings have been met for both of these items*
- 120-Day Moratorium on new STR land use applications was effective 10/02/2023 – to expire 01/30/2024
- White County has issued 501 STR Host Licenses – represents 546 rental units
**One (1) license required if more than one (1) unit is on the same parcel of land*
- Utilizing Host Compliance Software for address identification & compliance monitoring
- We have identified 50 additional STR’s operating, compliance measures were suspended during moratorium, however, will resume when the moratorium is over
- The proposed changes to Chapter 16, Short-Term Rental Host License:
 - (1) limits the maximum number of host licenses to be issued to 650
 - (2) establishes an objective criteria for the host licenses to be issued, which can only be changed by the BOC
 - (3) establishes an “Official Subdivision Map” to be adopted by the BOC – which limits STR’s in subdivisions (as defined) to only those subdivisions with covenants which specifically allow for short -term rentals
 - (4) This map can only be adopted & revised by the BOC
- Current ordinance & proposed revision includes a 3 -strike rule for addressing violations, to date no complaints have been filed within that process

Proposed Changes - Appendix C, Land Use Regulations

- All rezoning requests will still go through the Planning Commission for a Public Hearing & Recommendation, then to the BOC for action.
- Puts all requirements for STR’s in one (1) chapter of the County Code.
- Balances issues of: private property rights, allowable legislative authority, and being a tourist destination
- Proposed revisions are more restrictive based on the following statistics the draft was based on June 2019 – July 2023:
Under proposed changes 56 fewer (28%) of the STR Applications would have been approved.
- Current regulations do not provide for a limit of short -term rental host licenses, the proposed revisions (Chapter 16) would limit the number of short-term rental host licenses to 650.

There was discussion regarding the administration of the proposed host license limit and future revisions to the subdivision map.

Upon a motion made by Commissioner Goodger, seconded by Commissioner Holcomb there was a unanimous vote to adopt Resolution No. 2024-01 amending Chapter 16, Short-Term Rental Host License, of the County

Code:

WHITE COUNTY BOARD OF COMMISSIONERS

AMENDMENT OF SHORT-TERM RENTAL HOST LICENSE ORDINANCE

RESOLUTION NO. 2024-01

WHEREAS, the White County Board of Commissioners wish to amend the Official Code of White County by adding Chapter 16, Business Regulations and Licensing, Article II, Short Term Rental Host License; and

WHEREAS, the purpose of this amendment is to revise regulations of the use of a residential structures or part thereof as a short-term rental in order to continue support the White County Comprehensive Plan while continuing minimizing the negative secondary effects on surrounding properties, to continue to insure proper safety precautions are in place, to continue a process for a short-term rental host license and to continue to facilitate the collection and payment of required hotel / motel taxes – while also balancing the issues of private property rights, allowable legislative authority, being a popular tourist destination, and utilizing county resources to the best and highest use; and

NOW THEREFORE BE IT RESOLVED, that the Official Code of White County be amended as follows in order to amend the regulations for short-term rental host licenses in White County effective 01/31/2024:

All other rules, regulations, definitions, etc. contained in said Official Code of White County, not herein amended or deleted, shall remain in full force and effect.

ADOPTED, this the 8th day of January, 2024.

WHITE COUNTY BOARD OF COMMISSIONERS

s/Travis C. Turner

Travis C. Turner, Chairman

Attest: s/Shanda Murphy

Shanda Murphy, County Clerk

Chapter 16 SHORT-TERM RENTAL HOST LICENSE

Secs. 16-1—16-199. Reserved.

ARTICLE II. SHORT-TERM RENTAL HOST LICENSE

Sec. 16-200. Purpose.

The purpose of this article is to establish regulations for the use of a residential structure or part thereof as a short-term rental in order to support the White County Comprehensive Plan while minimizing the negative, secondary effects on surrounding properties, to ensure proper safety precautions are in place, to establish a rental host license and to facilitate the collection and payment of hotel/motel taxes.

Sec. 16-201. Definitions.

As used in this article, the following terms shall have the meanings ascribed to them in this section:

Bedroom. A room that is intended primarily for sleeping as reflected on the building permit, tax assessors records or site inspection.

County. Unincorporated White County.

Compensation. Remuneration or anything of economic value that is provided, promised or donated primarily in exchange for services rendered. This includes, but is not limited to, voluntary donations, and fee-sharing.

Director. The director of community and economic development or his or her designee.

Guest. Any person or persons renting a short-term rental. Note that this definition of guest specifically applies to the short-term rental host license.

Owner. Any person who, alone or with others, has title or interest in any residential structure, building, property, or portion thereof, with or without accompanying actual possession thereof, including any person who, as tenant, agent, executor, administrator, trustee, or guardian of an estate, has charge, care, or control of any short-term rental use.

Person. Any individual, firm, partnership, corporation, company, association or institution, governmental entity, or partnership and including any trustee, agents, assigns or other representative.

Subdivision, platted. A subdivision of common development with a final plat approved by the White County Planning Commission, the White County Community and Economic Development Department or recorded in a plat book with the White County Clerk of Superior Court, which are designed for the purpose of sale, lease, legacy or building development.

Subdivision, platted for family/estate. A subdivision of land with a final plat approved by the White County Planning Commissioner, the White County Community and Economic Development Department or recorded in a plat book with the White County Clerk of Superior Court, which are designed for intra-family land transfer and not for the purpose of sale, lease, or building development.

Responsible party. An individual(s) with the legal authority to make and act on decisions of tenancy, building maintenance, complaints and repairs relating to applicable safety codes. The responsible party must be available as a point of contact for the county as well as any short-term rental guest(s) for the duration of the stay in the short-term rental. The responsible party shall be available 24 hours per day, seven days per week for the purpose of responding within two hours to complaints related to the short-term rental and taking remedial action to resolve such complaints. Such initial response to a complaint by the responsible party may include a telephone response to either a 911 emergency dispatch operator or an in-person or telephone contact with an appropriate law enforcement officer.

Short-term rental advertisement. Any method of soliciting use of a lodging accommodation or any part thereof for short-term rental purposes.

Short-term rental. A lodging accommodation offered to transient guests for a period of time not to exceed 30 consecutive days. For the purposes of this definition, a residential dwelling shall include all housing types and shall exclude group living or group homes, campgrounds, RV parks, bed and breakfasts, motel, hotels or other lodging uses.

Short-term rental host. (Innkeeper) Any person who is the owner of a lodging accommodation or any part thereof that is offered for short-term rentals for periods of 30 days or less and who is responsible for applying for a short-term rental host license.

Sec. 16-202. License required.

It is unlawful for any person to operate or advertise as a short-term rental within the county without a valid occupational tax certificate for such rentals and a valid short-term rental host license issued pursuant to this article for each short-term rental location and the authority to collect and remit hotel/motel taxes. Any long-term rental property that is found to have terminated a contract rental agreement in less than 30 days may be considered a short-term rental and in violation of this article.

A license will not be issued to any property located in a platted subdivision as depicted on the adopted map established for this purpose as referenced in Section 16-208 of this article, unless the subdivision has covenants which specifically allows for short-term rentals.

Properties permitted as a vacation rental tourist cabin development as defined by Article VII of the White County Code of Ordinances will be issued a license according to the provisions of this chapter.

With adoption of these short-term rental host license requirements, the governing authority has established the maximum number of host licenses to be issued and to be active at any time shall be 650.

Sec. 16-203. License fee and license term.

- (a) The annual fees for the issuance of a short-term rental host license shall be established by resolution and shall be set forth in the schedule of fees and charges on file in the county clerk's office.
- (b) A short-term rental host license shall expire December 31st of each year and must be renewed annually. In the event that any person commences a new business on any date after January 1, the short-term rental host license shall be due and payable 30 days following the commencement of the business.
- (c) Short-term rental host licenses are non-transferable. If a property covered by a host license is sold or is otherwise transferred to a new owner, the new owner has sixty (60) days to apply for a host license under the same rights and privileges afforded to the prior owner such as grandfathered status and maximum license to be issued.
- (d) This license applies to all short-term rentals in unincorporated White County.
- (e) A penalty of ten percent per month of the amount of the short-term rental host license shall be imposed upon payments, for existing businesses, made after December 31st.
- (f) Operation of a short-term rental business for more than 30 days, whether the premises are rented or not, without payment of the required short-term rental host license is a violation of this article, and the business will be given a warning and be required to pay a penalty of three times the required short-term rental host license fee due. If the short-term rental host license and the penalty are not paid within ten calendar days of the date of the warning, a citation will be issued.

Sec. 16-204. License investigation and issuance of short-term rental host.

Upon receipt of a completed application for the issuance or renewal of a short-term host license, the community and economic development office may inspect the short-term rental for compliance with all applicable laws, rules, and regulations.

Sec. 16-205. License applications.

- (a) In addition to obtaining an occupational tax certificate from the business tax office, the following applies to a short-term rental host license:

- (1) Application for the issuance, renewal or change of ownership of a short-term rental host license shall be provided to the White County Business Tax office on the form provided and comply with requirements set out in this article. A short-term rental host license shall be required for each separate property. The 911 address for each property must be provided to White County.
- (2) The applicant shall be the owner(s) of the property listed on the application to be used as a short-term rental. If applicant is a business entity, the name of the authorized agent shall be provided on the short-term rental host application.

Sec. 16-206. Short-term rental host general provisions.

- (a) All short-term rental hosts must comply with the following:
 - (1) Obtain an approved Short-Term Rental Eligibility Form from the White County Planning Office.
 - (2) Provide documentation and a signed declaration of compliance attesting to compliance with the following:
 - a. Provide local contact (responsible party) information to all short-term rental guests during a guest's stay. The person designated by the owner as the responsible party shall be available 24 hours per day, seven days per week for the purpose of responding within two hours to complaints related to the short-term rental and taking remedial action to resolve such complaints.
 - b. Comply with all applicable laws, rules and regulations pertaining to the use and occupancy of a short-term rental. Attest by owner or third-party inspector that short-term rentals meet applicable International Building Code, International Fire Code regulations and NFPA 101 Life Safety Codes.
 - c. Post the following information in a conspicuous place within the short-term rental:
 1. Contact information for the responsible party;
 2. Street address;
 3. Floor plan indicating fire exits and escape routes;
 4. Information about how a guest can contact the planning department to report any concerns or complaints; and
 5. Maximum occupancy load;
 6. "In Case of Emergency", Dial 911;
 7. "This rental is located in a residential area. Please be courteous to our neighbors and the residents of this area. Any loud sounds (music, voices, etc.) or excessive activity may be reported to local law enforcement, and you may be subject to citations, fines, arrest, etc. Please respect our residential area and preserve the peaceful nature and beauty of this area."
 - (3) Parties that do not use third party rental platforms (Airbnb, VRBO, HomeAway, etc.) that remit hotel/motel tax on the short-term rental owner's behalf are responsible for remitting all applicable hotel/motel tax proceeds to White County.
 - (4) Provide proof that the short-term rental host license number is included on any short-term rental advertisement.
 - (5) Provide the White County Business Tax office with a copy of "house rules".
 - (6) Certify that there are no unpaid financial obligations to White County.
 - (7) If located in a platted subdivision, truthfully execute the affidavit stating that the subdivision has covenants which do specifically allow for short-term rentals with false execution of the affidavit being punishable by law.

- (8) **Parking.** All vehicles shall only be parked in the driveway and/or within the garage area of the short-term rental. Vehicles shall not be parked within the right-of-way of public roads or easements, including grassy/unimproved areas. Vehicles shall not be parked along any roadways which would cause safety issues, hinder access to such roadways or be in violation of any laws, subdivision rules, etc.
- (9) **Solid waste/trash.** Trash and refuse shall not be left or stored within public view, or in the public right-of-way, except in proper containers for purposes of collection by an authorized waste hauler. Trash and refuse shall not be left or stored in such a way that would cause safety issues, hinder access to the public right-of-way, violate subdivision rules, etc.
- (10) **Occupancy load.** Occupancy limit shall be established in accordance with the maximum occupancy limit as established in the **host license** application. The short-term rental host will keep the total number of guests to that number which can safely stay in the premises and the short-term rental host may be subject to the State of Georgia's fire safety code regulations.
- (11) **Provide proof that the owner has commercial or specific short-term rental insurance for the property.**
- (12) **Noise.** Short-term rentals shall not violate any noise or sound regulations, subdivision rules, etc.
- (13) **Hours of operation.** Check-in/departure and other rental-related activities should occur between 6:00 a.m. and 10:00 p.m.
- (14) A short-term rental owner **shall** not be in violation of any White County ordinances and must be in compliance with **short-term rental and** land use regulations.
- (15) **Provide White County with the local contact (responsible party) information.** The person designated by the owner as the responsible party shall be available 24 hours per day, seven days per week for the purpose of responding within two hours to complaints related to the short-term rental and taking remedial action to resolve such complaints. If this information changes, White County shall be immediately informed of the contact information of the new local contact (responsible party). Failure to have a readily available local contact (responsible party) is a violation of this Code.
- (16) **Rental management companies shall either list each property separately on the monthly lodging tax form that is submitted to the White County Business Tax office or provide a separate lodging tax form for each property to the White County Business Tax office.**
- (17) **Business occupation tax certificate.** Short-term rental host license and hotel/motel tax authorization certificate must be prominently displayed at each short-term rental property.

Sec. 16-207. Violations/consequences.

- (a) The community and economic development director is authorized to issue a warning, suspend or revoke a short-term rental host license issued under the provisions of this chapter if the short-term rental host license is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building, structure, unit or portion thereof is in violation of any ordinance or regulation or any of the provisions of this article, including but not limited to the International Building Code, International Fire Code regulations and NFPA 101 Life Safety Codes.
- (b) If any violations stated in this article have been committed and not corrected within the time specified, the community and economic development director shall begin the procedures to revoke the short-term rental host license in accordance with the following:
 - (1) In the event of a first violation of this article, the director shall give a warning to the owner/operator specifying the nature of the violation(s) and the time to correct violation(s).
 - (2) In the event of a second violation of this article of the same nature within a 12-month period, the director will issue a suspension of the short-term rental host license for a 30-day period.
 - (3) In the event of a third violation of this article, of the same nature within a 12-month period, the director will revoke the short-term rental host license. The owner/operator may not reapply for the same property for a period of 12 months.
- (c) Any long-term rental property that is found to have terminated a contract rental agreement in less than 30 days may be considered a short-term rental and in violation of this article.

- (d) Any person who shall do anything prohibited by this article or who shall fail to do anything required by this article shall be guilty of a misdemeanor, amenable to the process of the county magistrate court and upon conviction, shall be punished as provided in O.C.G.A 15-10-50, and said provisions are by reference incorporated herein.

Section 16-208. Official Subdivision map.

The location and boundaries of subdivisions within White County are hereby established as shown on a map entitled "Official Subdivision Map of White County, Georgia." Said map, together with all explanatory matter thereon, is hereby adopted by reference and declared to be a part of this resolution.

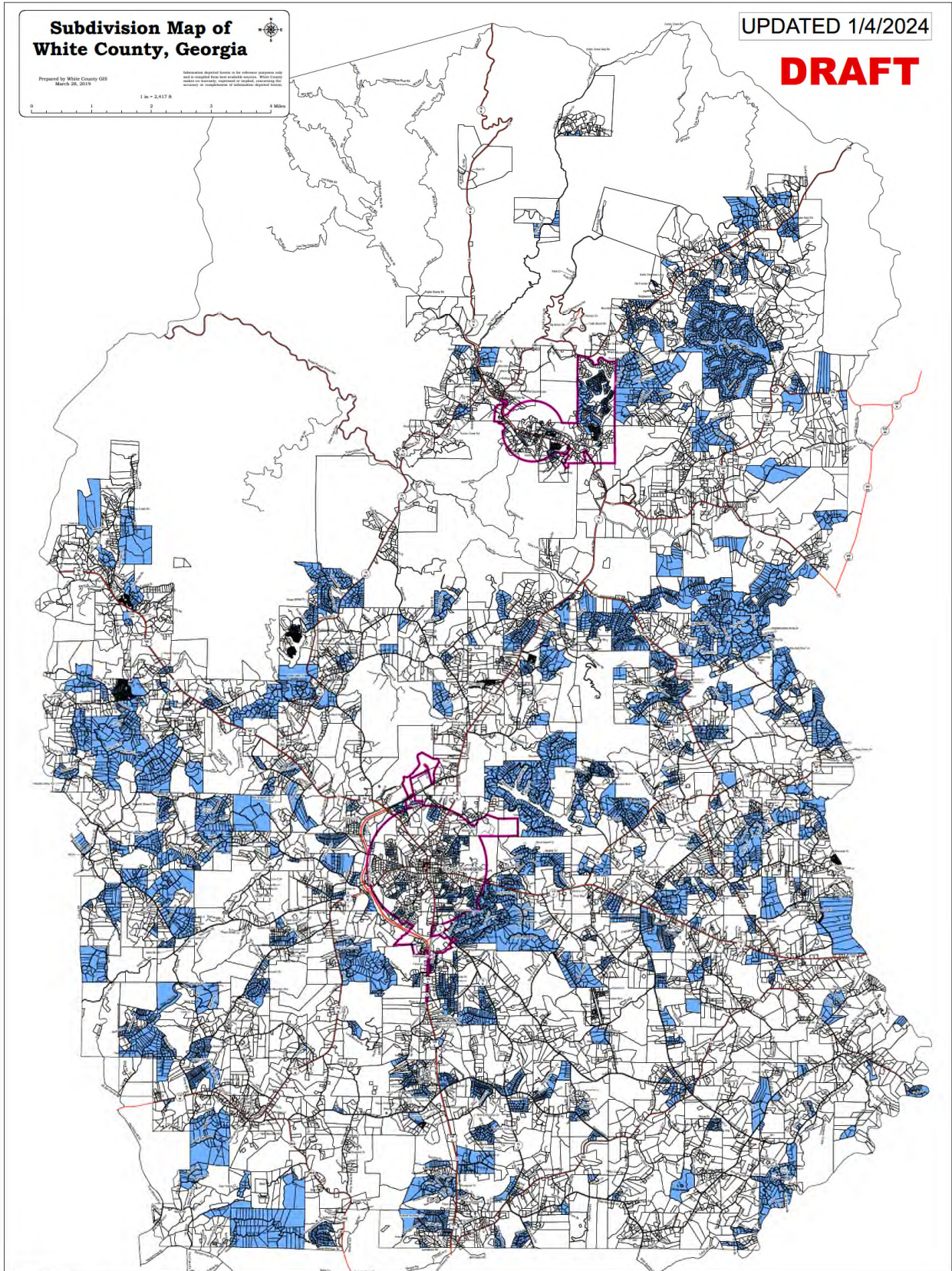
The official subdivision map shall be identified by the signature of the county commission chairman, attested by the county clerk, and bear the following words: "This is to certify that this is the Official Subdivision Map referred to in Chapter 16, Short Term Rental Host License, White County, Georgia," together with the date of the adoption of the resolution.

The purpose of the subdivision map is to identify platted subdivisions of common development, 4 or more lots, for the purposes of excepting those subdivisions from allowing short-term rentals in residential land use districts unless the covenants specifically allow it, as identified in Appendix C, Article VII, Section 702, Item B.

If in accordance with the provisions of this resolution and the applicable laws of the State of Georgia, changes are made in parcels or other matter portrayed on the official subdivision map, such changes shall be entered on the official subdivision map promptly after the amendment has been approved by the White County Board of Commissioners with appropriate entry or indication of such amendment on the official subdivision map. No amendment to this resolution which involves matters portrayed on the official subdivision map shall become effective until after such changes and entry has been made on said map.

Amendments and/or revisions to the subdivision map shall only be approved by the White County Board of Commissioners. However, if a new subdivision is proposed and then approved by the White County Planning Commission, the staff of Community and Economic Development can add those new subdivisions to the map once they have received final plat approval from the Planning Commission. Any unauthorized change of whatever kind by any person or persons shall be considered a violation of this resolution.

Regardless of the existence of purported copies of the official subdivision map which may from time to time be made or published, the official subdivision map shall be located in the office of Community and Economic Development and shall be the final authority as to the current subdivisions in the county.



-End of County Resolution 2024-01-

Mr. Pittard summarized the amendments addressed by Resolution No. 2024-02, amending Appendix C, Land Use Regulations, of the County Code as relates to short-term rentals. He stated that with the passing of 2024-01, these amendments would allow short-term rentals as a permitted use in all residential zoning districts, except in subdivisions where there are no covenants that specifically allow for short-term rentals. He also stated that these amendments lay the groundwork for approval of short-term rentals as an administrative process (within the criteria adopted by the Board) instead of applications falling under the land use process and clarify that any approved conditional use runs with the property and not the owner.

Upon a motion made by Commissioner Holcomb, seconded by Commissioner Goodger, there was a vote to adopt Resolution No. 2024-02 amending Appendix C, Land Use Regulations, of the County Code – as relates to short-term rentals. Commissioner Nix and Chairman Turner voted in favor of the motion. Commissioner Bryant stated that he was not in favor of taking the approval of short-term rentals out of land use because he still wants to have public hearings on these since most are in his district and he would like to know where they are located. Commissioner Bryant opposed the motion. The motion to adopt County Resolution 2024-02 was approved by a 4-1 vote.

WHITE COUNTY BOARD OF COMMISSIONERS

RESOLUTION NO. 2024-02

A RESOLUTION

WHEREAS, The White County Board of Commissioners adopted the White County Land Use Ordinance on March 30, 2015, by Resolution No. 2015-02 and has amended this ordinance by subsequent resolutions;

AND WHEREAS, The White County Board of Commissioners have the authority to further amend the White County Land Use Ordinance according to procedures outlined within O.C.G.A. § 36-66-1 et seq.;

AND WHEREAS, The White County Board of Commissioners now wishes to further amend the Ordinance as follows having acted in accordance with the procedures within O.C.G.A. § 36-66-1 et seq. ;

NOW, THEREFORE, it is hereby **RESOLVED** that the White County Land Use Ordinance be amended as follows to be effective 01/31/2024 :

RESOLVED, this 8th day of January, 2024.

WHITE COUNTY BOARD OF COMMISSIONERS

s/Travis C. Turner
Travis C. Turner, Chairman

Attest: s/Shanda Murphy
Shanda Murphy, County Clerk

PART II - OFFICIAL CODE
APPENDIX C - LAND USE REGULATIONS
ARTICLE VII. SHORTTERM RENTALS

ARTICLE VII. SHORT TERM RENTALS

Section 700. Purpose.

The purpose of this article is to establish regulations for the use of a residential structure or any part thereof as a short term rental in White County while minimizing the negative, secondary effects on surrounding properties, to ensure proper safety precautions are in place, and to facilitate the collection and payment of hotel/motel taxes as allowed by state law and county code.

(Res. No. 2019-09, 6-4-19)

Section 701. License required.

- (a) It is unlawful for any person to operate or advertise as a short term rental within the county without a valid business occupational tax license, a host license and authorization to collect hotel/motel tax.
- (b) Short term rental properties that have a current occupational tax license, a current host license and are remitting hotel/motel taxes in White County prior to (effective date) will be grandfathered in as legal short term rentals in the A-1, R-1, R-2 or R-3 Districts. The grandfather of the short term rental goes with property, so future owners will be able to operate short term rentals as long as they acquire the business occupational tax license, the host license and authorization to collect hotel/motel tax from White County.

(Res. No. 2019-09, 6-4-19)

Deleted: June 4, 2019

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Section 702. Permitted uses.

- (a) Short term rentals are allowed as a permitted use in A-1, R-1, R-2 and R-3 Residential District (Seasonal) land districts.
- (b) Short term rentals are not allowed in subdivisions in any district, unless the covenants of the subdivision/Homeowners Association specifically allow for short term rentals.
- (c) Short term rentals are prohibited in C-1 Community Commercial; C-2 Highway Business and I Industrial districts.
- (d)

(Res. No. 2019-09, 6-4-19)

Deleted: allowed as a conditional use in A-1 Agricultural/Forestry, R-1 Residential Single-Family and R-2 Residential Multi-Family districts. Shortterm rental properties in A-1, R-1 and R-2 will have to acquire a conditional use permit through the process outlined in this ordinance, obtain an occupational tax license and hotel/motel tax authorization certificate, prior to renting the property

Deleted: Conditional use permits for shortterm rentals will not be issued to property owners in subdivisions, zoned R-1, unless shortterm rentals are specifically allowed by the subdivision or homeowners association covenants - or with a signed majority of the homeowners in the subdivision if there is no homeowners association.

Section 703. Applications.

- (a) Applicants for Short Term Rentals will have to complete applications for an occupational tax license and a host license and will need to obtain a zoning/subdivision verification letter from the White County Community and Economic Development Department.
 - a. Zoning verification will be based on the current official land use map as referenced in Section 302 of Appendix C of White County Code of Ordinances.

Deleted: (a) . Shortterm rental conditional use permit applications have to comply with section 1804 of this appendix and in addition

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b. Subdivision determination will be based on an official subdivision map that is approved by the White County Board of Commissioners as referenced in Chapter 16 of White County Code of Ordinances.

(Res. No. 2019-09, 6-4-19)

Section 704. Reserved

(Res. No. 2019-09, 6-4-19)

Section 705. Violations.

All violations will be dealt with in accordance with article XXI of this appendix.

(Res. No. 2019-09, 6-4-19)

Deleted: :

Deleted: (b) . Acknowledge that the applicant will keep the total number of guests to that number which can safely stay in the premises and that the applicant may be subject to the State of Georgia's fire safety code regulations. ¶
(c) . Certify that there are no deed restrictions and/or covenants on a property that prohibits the use of the property as a shortterm rental. ¶
(d) . Certify that the owner has commercial or specific shortterm rental insurance for the property. ¶
(e) . Attest by owner or third party inspector that shortterm rentals meet applicable International Building Code, International Fire Code regulations and NFPA 101 Life Safety Codes. ¶

Deleted: Shortterm rental requirements.

Deleted: This section applies to all shortterm rental properties in White County, Georgia and is in addition to any rules that the property is subject to via any land covenants, homeowner association covenants, subdivision rules, etc. ¶
(a) . *Parking.* Vehicles shall not be parked on the county right-of-way so as to hinder access to such and shall not be parked along any roadways which would cause safety issues, hinder access to such roadways or be in violation of any laws, subdivision rules, etc. ¶
(b) . *Solid waste/trash.* Trash and refuse shall not be left or stored in such a way that would cause safety issues, hinder access to the public right-of-way, violate subdivision rules, etc. ¶
(c) . *Noise.* Shortterm rentals shall not violate any noise or sound regulations, subdivision rules, etc. ¶
(d) . *Hours of operation.* Check-in/departure and other rental-related activities should occur between 6 a.m. and 10 p.m. ¶
(e) . *Additional information.* Shortterm rental owners or responsible parties must provide the White County Clerk's office with the following information: ¶
1. . Full contact information for a local contact (responsible party) who is available 24 hours a day to respond within two hours to any complaint about the property or guest behavior. ¶
2. . The 911 address for all properties owned/operated by the occupational tax license owner or responsible management company. ¶
3. . Certify that there are no unpaid financial obligations to White County. ¶
4. . Rental management companies shall either list each property separately on the monthly lodging tax form that is submitted to the White County Clerk's office, or provide a separate lodging tax form for each property to the White County Clerk's office. ¶
5. . Business occupation tax certificate and hotel/motel tax authorization certificate must be prominently displayed at the property. ¶

13. Home occupations as defined and limited by this ordinance.

~~14. Single-family residences, not in a platted subdivision, placed with vacation rental cabin agencies or placed in a shortterm rental program provided that the owner obtains an occupational tax certificate, a host license and a certificate of taxing authority.~~

Moved (insertion) [1]

Deleted: 1.

(Res. No. 2019-09, 6-4-19; Res. No. 2023-01, 1-19-23)

Section 902. Conditional uses.

- ~~2. Radio and communication towers, transmission or communication substations.~~
3. Child caring institutions providing other types of residential care and room, board and watchful oversight.
4. Outdoor recreation uses and campgrounds uses provided that all structures and activity areas are buffered and located a minimum of 100 feet from the boundary of any other land use district.

Moved up [1]: 1. Single-family residences placed with vacation rental cabin agencies or placed in a shortterm rental program provided that the owner obtains an occupational tax certificate and a certificate of taxing authority. ¶

(Res. No. 2019-09, 6-4-19; Res. No. 2023-01, 1-19-23)

Section 903. Special use permit.

1. Amusement parks, related attractions and performance entertainment facilities.
2. Animal mills or pet breeding facilities.
3. Auto or motorsports tracks or related facilities.
4. Meat processing and slaughter yards.
5. Rooming, boarding or group housing, and group recovery/homes/centers.
6. Shooting ranges (outdoor or indoor).
7. Substance abuse and treatment facilities.

(Res. No. 2019-09, 6-4-19)

ARTICLE X. RESIDENTIAL, SINGLE-FAMILY DISTRICT, R-1

Section 1000. Purpose and intent.

Within White County are areas that have been subdivided, or can be subdivided, for residential development in a variety of development settings based on the carrying capacity of the land and the infrastructure available in the area. These areas range from being rural in character to more suburban settings. It is the intent of the Residential Single-Family District to provide suitable areas where the development of residential subdivision has occurred or is taking place. Furthermore, the White County Comprehensive Plan supports the maintenance of the rural character of the county and recommends the application [of] extremely low density restrictions to discourage the subdivision of land in these areas. These parts of the county are those that lie within agricultural areas and may also display traditional historic elements within the fabric of the community setting. The White County Comprehensive Plan also recognizes the need for establishing residential areas where public infrastructure and related services are available, or in close proximity, are adjacent to compatible uses and can be developed in an economically efficient manner.

These areas are intended to establish and preserve quiet, stable and affordable single-family neighborhoods at low to medium densities, free from other land uses, except those which are compatible with and convenient to the residents of such district. It is also the intent to recognize the need for conservation and open space as densities increase and allow for open spaces and conservation areas to be set aside for the benefit of the community, developer and all future generations who live in White County.

(Res. No. 2019-09, 6-4-19)

Section 1001. Permitted uses.

1. Residences, single-family detached.
2. Accessory uses and structures normally incidental and subordinate to one or more permitted uses. Such residences are allowed to have backyard farm plots or gardens.
3. Agricultural uses, including the production of field crops, fruits, nuts, vegetables and forest products. Livestock and poultry are permitted provided that poultry houses are located a minimum of 100 feet from the boundary of any other land use district, The required setback does not apply to the boundary of an Agricultural Forestry District.
4. Farm structures, including barns, grain storage facilities, implement sheds and other structures accessory to agricultural uses meeting the required property line setback of 15 feet (not including stream setbacks).
5. Child caring institutions that provide traditional care or BASE care – base watchful oversight (BWO) in a home-like setting, and are licensed by the State of Georgia for providing such services. This setting shall be limited to a group care capacity of no more than 12 children, including the biological or adopted children of any host family serving the child caring institution.
6. Home occupations as defined and limited by this ordinance.
7. Single-family residences, not in a platted subdivision, placed with vacation rental cabin agencies or placed in a shortterm rental program provided that the owner obtains an occupational tax certificate, a host license and a certificate of taxing authority.

Moved (insertion) [2]
Deleted: 5. .

(Res. No. 2019-09, 6-4-19)

Section 1002. Conditional uses.

1. Cemeteries, churches, temples, synagogues and places of worship set back 50 feet from all property lines.
2. Parks, playgrounds, community centers, swimming pools, golf courses and other recreational facilities operated on a non-profit basis.
3. Public, semi-public buildings, structures and uses.
4. Public, private and parochial schools and related educational institutions not offered for profit.
5. Agri-tourism, heritage tourism, wedding tourism, event facilities and attractions, as defined by this resolution, with required driveway access improvements and parking facilities and provided that all structures and activity areas are buffered and located a minimum of 100 feet from the boundary of any other land use district.
7. Child caring institutions providing other types of residential care and room, board and watchful oversight.

Moved up [2]: 5. . Single-family residences placed with vacation rental cabin agencies or placed in a shortterm rental program provided that the owner obtains an occupational tax certificate and a certificate of taxing authority. ¶

(Res. No. 2019-09, 6-4-19)

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(Supp. No. 60)

Section 1003. District requirements.

1. Minimum area for a residential lot:
 - a. One acre for stand-alone lots or residential development.

(Res. No. 2019-09, 6-4-19)

ARTICLE XI. RESIDENTIAL MULTI-FAMILY DISTRICT, R-2

Section 1100. Purpose and intent.

The Residential Multi-Family District is intended to provide suitable areas for the development of a variety of multi-family dwelling types at medium to high densities, up to 16 units per acre. The intent of this district is to locate in area or in close proximity to where public water and public waste water treatment services are available and adequate access to the state highway and county major arterial transportation network. The location of this district is more compatible with higher densities and access to commercial facilities and community services. Developments within this district should also look to provide non-motorized alternatives to motorized transportation to access adjacent commercial facilities and community services.

Manufactured and mobile home parks for rental purposes only are allowed within this district at a density of one unit per acre and shall follow the requirements in the White County Code for manufactured mobile home parks.

This district also includes uses that require a special use permit (SUP) from the White County Commission. Uses requiring special use permits are those that would not be appropriate without restrictions and is not permitted by right or conditionally, but allowed through regulations as to the number, area, location, relation to neighborhoods, operations or other pertinent considerations and specification/criteria as specified in this Code.

(Res. No. 2019-09, 6-4-19)

Section 1101. Permitted uses.

1. Residences, multi-family, not to exceed 16 units per acre, including:
 - a. Apartments.
 - b. Condominiums.
 - c. Townhouses.
 - d. Duplexes, with shared driveways.
2. Manufactured housing or mobile home parks in conformance with the White County manufactured mobile home park requirements in the White County Code.
3. Accessory uses and structures normally incidental and subordinate to one or more permitted uses.
4. Home occupations as defined and limited by this ordinance.
5. Single-family residences, not in a platted subdivision, placed with vacation rental cabin agencies or placed in a shortterm rental program provided that the owner obtains an occupational tax certificate, a host license and a certificate of taxing authority.

Section 1201. Permitted uses.

1. Rental tourist cabins developments in accordance with the appropriate ordinance in the White County Code.
2. Recreation vehicle parks and recreation trailer developments in accordance with the appropriate ordinance in the White County Code. Planned developments for RV lots require a minimum of one-half acre per lot.
3. Outdoor recreation uses, camps, campgrounds and retreat facilities are permitted uses provided that all structures and activity areas are buffered and located a minimum of 100 feet from the boundary of any other land use district.
4. Bed and breakfast establishments and inns not to exceed 15 guest rooms.
5. Single-family residences, not in a platted subdivision, placed with vacation rental cabin agencies or placed in a shortterm rental program provided that the owner obtains an occupational tax certificate, a host license and a certificate of taxing authority.

(Res. No. 2019-09, 6-4-19)

Section 1202. Conditional uses.

1. Convenience retail store and service offices not to exceed 500 square feet.
2. Parks, playgrounds, community centers, swimming pools, golf courses and other recreational facilities operated on a non-profit basis.
3. Public, semi-public buildings, structures and uses.

(Res. No. 2019-09, 6-4-19)

Section 1203. Special use permit.

1. Amusement parks, attractions and performance entertainment facilities.

(Res. No. 2019-09, 6-4-19)

PART II - OFFICIAL CODE
APPENDIX C - LAND USE REGULATIONS
ARTICLE XXII. DEFINITION OF TERMS

Commercial kennel: An enclosed structure with soundproof walls used for the raising, housing, breeding, boarding or training of more than four adult dogs primarily for the purpose of generating income or revenue; or an enclosed structure with sound proof walls used for the raising, housing, breeding, boarding or training of more than 12 adult dogs, and not primarily used for the purpose of generating income or revenue.

Common Development: A group of 4 or more platted lots approved by White County Planning Commission, the White County Community and Economic Development Department and/or recorded in a plat book with the White County Clerk of Court.

Compatibility: The characteristics of different uses or activities that permit such uses or activities to be located near each other or otherwise coexist in harmony and without conflict. Some elements affecting compatibility include but are not limited to: intensity of occupancy as measured by dwelling units per acre or gross square footage per acre; pedestrian or vehicular traffic generated; volume of goods handled, such environmental effects as noise, vibration, odor, glare, air pollution, water pollution or radiation; and the effects of uses on the value of other property.

Compensation: Remuneration or anything of economic value that is provided, promised or donated primarily in exchange for services rendered. This includes, but is not limited to, voluntary donations, and fee-sharing.

Comprehensive plan: Those coordinated plans or portions thereof which have been or may hereafter be prepared by or for the governing body for the physical development of the jurisdiction; or any plans that designate plans or programs to encourage the most appropriate use of the land in the interest of public health, safety and welfare.

Conditional land use: The granting or adoption of land use for property subject to compliance with restrictions as to use, size, density or actions stipulated by the governing body to mitigate adverse impacts that are anticipated without imposition of such conditions.

Conditional use: A use that would be appropriate only with specified restrictions throughout a land use district and that is not automatically permitted by right within a land use district, but that may be permitted within a land use district subject to meeting specific conditions contained in these regulations or otherwise required by the governing body. Such uses shall be permitted only if approved in advance by the governing body in accordance with the regulations established herein as evidenced by the issuance of a conditional use permit.

Conditional use permit: The permit issued as a precondition to allowing any conditional use in a land use district.

Condominium (residential building): A building or complex of multiple-dwelling units in which each unit is owned individually by separate owners with the common areas jointly owned by the owners of the units.

Contractor's establishment: A building, structure or use involved in construction activities, including but not limited to, plumbing, electrical work, building, paving, carpentry and other such activities, including the storage of materials and the overnight parking of vehicles related to such establishments.

Convenience store: A retail store, which sells convenience items. A convenience store may include the sale of gasoline, propane, kerosene and diesel fuel.

Conversion: Any change in the original use or purpose of a building or lot to a different use.

County: Unincorporated White County.

Day care center: A child care facility, pre-kindergarten, play or other special school for young children (other than at public or private elementary schools) providing, for compensation, care and maintenance to seven or more

PART II - OFFICIAL CODE
APPENDIX C - LAND USE REGULATIONS
ARTICLE XXII. DEFINITION OF TERMS

Site plan: A two-dimensional graphic illustration, prepared to scale, showing accurately and with complete dimensioning the boundaries of a lot or tract and the location of all buildings, structures, uses and principal site development features proposed for a specific lot or tract of land.

Small appliance: Any appliance that typically can fit on a countertop such as microwave, toaster, mixer, blender, iron, toaster oven, electric skillet, or other plug-in electric devices.

Street: A public or private thoroughfare which affords the principal means of access to abutting property.

Structure: Anything constructed or erected, the use of which requires more or less permanent location on or in the ground, or which is attached to something having more or less permanent location on or in the ground, including, without limitation, wells, signs, tiles, liners, and any other tangible property placed on or in the ground to facilitate any use.

Subdivision, platted: A subdivision of common development with a final plat approved by the White County Planning Commission, the White County Community and Economic Development Department or recorded in a plat book with the White County Clerk of Superior Court, which are designed for the purpose of sale, lease, legacy or building development.

Subdivision, platted for family/estate: A subdivision of land with a final plat approved by the White County Planning Commissioner, the White County Community and Economic Development Department or recorded in a plat book with the White County Clerk of Superior Court, which are designed for intra-family land transfer and not for the purpose of sale, lease or building development.

Tourism: A facility or use for the purpose of attracting and serving of people visiting an area for recreation, vacation, special events, education and conferencing.

Townhouse: A single-family dwelling in a row of at least three attached units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more vertical common fire resistant walls. A townhouse shall have at least two stories.

Trade shop: An enclosed structure used for the commercial operation of a skilled trade, including but not limited to, cabinet making and carpentry, sheet metal, roofing, upholstering, electrical and plumbing.

Truck stop: An area principally devoted to the service, refueling, temporary storage or parking of trucks, including accessory buildings, structures and uses such as restaurants.

Truck terminal: An area where cargo is stored for routing or reshipment and where trucks load and unload cargo on a regular basis, or an area in which semi-trailers and/or trucks are parked and stored.

Use: Any purpose for which a building, structure or a tract of land is actually being utilized at a particular point in time; or any activity, occupation, business, or operation actually being carried on in a building or structure or on a tract of land at a particular point in time.

Variance: A minimal relaxation or modification of the strict terms of the height, area, placement, setback, yard, buffer, landscape strip, parking and loading regulations as applied to specific property when, because of particular physical surroundings, shape, or topographical condition of the property, compliance would result in a particular hardship upon the owner, as distinguished from a mere inconvenience or a desire to make a profit.

Vehicles: Vehicles include cars, trucks, boats, ATVs, trailers, golf carts and motorcycles.

Yard: A space on the same lot with a principal building, which is open, unoccupied, and unobstructed by buildings or structures from ground to sky except where encroachments and accessory buildings are expressly permitted. A yard may contain a parking and/or loading area and fencing unless otherwise specified by these regulations.

-End of County Resolution 2024-02-

Ms. Mary Jane Henneke, County Attorney, advised that Resolution No. 2024-03 amending Appendix C, Land Use Regulations Article XVIII, Amendment, Application and Procedural Requirements – with the addition of Section 1820, Judicial Review Procedures – as required by O.C.G.A 36-66-1 is related to changes the Georgia Legislature made to State Law during the 2021 Session and this resolution, although the county has been following the correct process, would bring the county code up to date on the required language as it relates to the appeals of land use decisions made by the Board of Commissioners. She stated that this requirement makes appeals to land use decisions uniform across the State.

Upon a motion made by Commissioner Nix, seconded by Commissioner Goodger there was a unanimous vote to adopt Resolution No. 2024-03 amending Appendix C, Land Use Regulations Article XVIII, Amendment, Application and Procedural Requirements – with the addition of Section 1820, Judicial Review Procedures – as required by O.C.G.A 36-66-1.

WHITE COUNTY BOARD OF COMMISSIONERS

RESOLUTION NO. 2024-03

A RESOLUTION TO AMEND APPENDIX C. LAND USE REGULATIONS, ARTICLE XVIII. AMENDMENT, APPLICATION, AND PROCEDURAL REQUIREMENTS, SECTION 1809. PUBLIC NOTICE AND PUBLIC HEARING REQUIRED.) RELATED TO UPDATES IN ZONING PROCEDURES LAW (ZPL) MADE BY HB 1405.

WHEREAS, The White County Board of Commissioners adopted the White County Land Use Ordinance on March 30, 2015, by Resolution No. 2015-02 and has amended this ordinance by subsequent resolutions;

AND WHEREAS, The White County Board of Commissioners have the authority to further amend the White County Land Use Ordinance according to procedures outlined within O.C.G.A. § 36-66-1 et seq.;

AND WHEREAS, The White County Board of Commissioners now wishes to further amend the Ordinance as follows having acted in accordance with the procedures within O.C.G.A. § 36-66-1 et seq.;

NOW, THEREFORE, it is hereby **RESOLVED** that the White County Land Use Ordinance be amended as follows to be effective January 8, 2024:

RESOLVED, this 8th day of January, 2024.

WHITE COUNTY BOARD OF COMMISSIONERS

s/Travis C. Turner
Travis C. Turner, Chairman

Attest: s/Shanda Murphy
Shanda Murphy, County Clerk

Prior to notification by the planning director of any reversion of approval, the owner of the property in question may petition the board of commissioners for a modification or extension of land use or conditional use approval. Any such extension shall valid for 24 months from the date of approval. Only one such extension shall be permitted.

(Res. No. 2019-09, 6-4-19)

Section 1817. Approval required by appropriate body.

Applications for amendments to the text of the land use protection regulations, land use district map amendments, alterations or extensions of conditional districting, conditional use permits, special use permits (including alterations or extensions) require approval by the board of commissioners before development may be initiated or before such application is made effective. Applications for variances and appeals shall require approval by the board of commissioners before development may be initiated or before such application is made effective.

(Res. No. 2019-09, 6-4-19)

Section 1818. Procedure for approved land use protection resolution text amendments.

The date of all approved amendments to the text of this appendix may be indicated on the title/cover page of the text, and any sections within this resolution text hereafter amended or repealed shall be so indicated by an asterisk (*, **, ***, etc.) and concurring footnote providing the date such amendment was approved. All such text amendments shall be incorporated within the text without unreasonable delay.

(Res. No. 2019-09, 6-4-19)

Section 1819. Criteria for requiring screens and buffers.

Where noise, visual effects or distracting activity is determined by the planning commission to affect adjacent property or roadway, a vegetative screen, cement or masonry wall, or earth berm may be required by the planning commission to reduce the undesirable effects. In deciding if such screens and buffers are necessary the planning commission shall consider the following criteria and factors:

1. The nature of the adjoining use;
2. The size of the property being considered for screens and buffers;
3. The existence of any light, noise, odor or other impact caused by the property being considered for screens and buffers;
4. Screens and buffers can be required as a permit condition for a conditional use permit or variance application; and
5. Any factors herein for consideration of conditional use permits.

(Res. No. 2019-09, 6-4-19)

Section 1820. Judicial review; procedures.

(1) Zoning decisions may be challenged or appealed in accordance with O.C.G.A §36-66-1 et. seq. All such challenges or appeals shall be brought within 30 days of the written decision of the challenged or appealed action.

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(2) The Board of Commissioners, as the entity having final legislative authority, designates the Chairman of the Board of Commissioners as the officer who shall have authority to perfect the petition.

(3) The Board of Commissioners designates that the County Manager shall have authority to accept service of an appeal on behalf of the local governing authority, during normal business hours, at the regular administrative offices of White County.

(4) This section shall comport to O.C.G.A §36-66-5.1 and any amendments there to.

Section 1821. Conflict with Georgia's zoning procedures law.

In the event that any provisions of this article conflict with the minimum requirements of O.C.G.A. § 36-66-1 et seq., as subsequently amended, known as the "Zoning Procedures Law," the provisions of O.C.G.A. § 36-66-1 et seq., as subsequently amended, known as the "Zoning Procedures Law" shall control.

(Res. No. 2019-09, 6-4-19)

-End of County Resolution No. 2024-03-

Chairman Turner stated that the county had been working with the Cities of Cleveland and Helen to develop the 2024 SPLOST documents in order for the vote on this SPLOST continuation to be on the ballot in May 2024. He advised that the proposal was for the distribution to remain the same (60%/20%/20%) and each entity had developed the project lists for the use of these proceeds. Chairman Turner stated that uses for SPLOST funds included capital projects such as building, equipment, vehicles, infrastructure, etc. Mr. Pittard said the resolution before the Board would authorize the Chairman to execute the intergovernmental agreement with the cities based on the agreed upon parameters. Mr. Pittard noted that based on 3% growth, the estimated collections for this SPLOST is \$56,700,000. This SPLOST, if passed by the voters of White County, would commence October 2026.

Upon a motion made by Commissioner Goodger, seconded by Commissioner Nix there was a unanimous vote to adopt County Resolution No. 2024-04 approving the 2024 SPLOST (Special Purpose Local Option Sales Tax) Intergovernmental Agreement (IGA) and authorizing the Chairman to execute the IGA on behalf of the County.

RESOLUTION NO. 2024-04

Resolution Approving a SPLOST Intergovernmental Agreement and
Authorizing the Chairman to Execute the Agreement on Behalf of the County

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

WHEREAS, O.C.G.A. § 48-8-110 et seq. authorizes the imposition of a one percent county special purpose local option sales and use tax (SPLOST) for the purposes inter alia of financing capital outlay projects to be owned or operated by the County and one or more municipalities; and

WHEREAS, White County, Georgia, the Municipality of Cleveland, Georgia, and the Municipality of Helen, Georgia desire to utilize the proceeds of a SPLOST for one or more of the purposes authorized under O.C.G.A. § 48-8-111 (a)(1).

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

SECTION 1.

The attached intergovernmental agreement addressing the disbursement of SPLOST proceeds among White County, the Municipality of Cleveland, and the Municipality of Helen and other related matters is hereby approved.

SECTION 2.

The Chairman of the White County Board of Commissioners is authorized to execute the intergovernmental agreement on behalf of the Board of Commissioners of White County, Georgia and affix the seal of the County thereto.

SECTION 3.

All resolutions, or parts of resolutions, in conflict herewith are repealed.

This the 8th day of January, 2024.

WHITE COUNTY, GEORGIA

By: s/Travis C. Turner
Travis Turner, Chairman

ATTEST: s/Shanda Murphy
Clerk

-End of County Resolution 2024-04-

Upon a motion made by Commissioner Holcomb, seconded by Commissioner Goodger there was a unanimous vote to adopt County Resolution No. 2024-05, setting the 2024 qualifying fee for each county office to be filled in the upcoming primary or election.

WHITE COUNTY BOARD OF COMMISSIONERS

RESOLUTION NO. 2024-05

WHEREAS, the White County Board of Commissioners, as the governing authority of White County, is required by the Official Code of Georgia Annotated Section 21-2-131, to fix and publish a qualifying fee for each county office to be filled in the upcoming primary or election;

AND WHEREAS, the White County Board of Commissioners is required, no later than February 1 of 2024 to fix and publish such fees;


NOW, THEREFORE, the qualifying fees for the following county offices to be filled in the upcoming 2024 primary or election are hereby set as follows:

- 1) Board of Commissioners, Chair as currently held by Chairman Travis Turner - \$432.00;
- 2) Board of Commissioners, District 1, as currently held by Commissioner Terry Goodger- \$360.00;
- 3) Board of Commissioners, District 4, as currently held by Commissioner Craig Bryant- \$360.00;
- 4) Board of Education, District 1 as currently held by Mr. John Estes - \$117.00;
- 5) Board of Education, District 3 as currently held by Mr. Charlie Thomas - \$139.50;
- 6) Board of Education, Chair as currently held by Ms. Missy Jarrard - \$103.50;
- 7) Chief Magistrate Judge - \$1,935.37;
- 8) Clerk of Superior Court - \$1,897.42;
- 9) Coroner - \$706.50;
- 10) County Surveyor - \$25.00;
- 11) Probate Judge - \$1,897.42;
- 12) Sheriff - \$2,318.83; and
- 13) Tax Commissioner - \$1,897.42.

The Clerk of the Board of Commissioners is hereby directed to forward a copy of this Resolution to the Supervisor of Elections of White County.

ADOPTED, this 8th day of January, 2024.

WHITE COUNTY BOARD OF COMMISSIONERS


Travis C. Turner, Chairman

Attest: Shanda Murphy
Shanda Murphy, County Clerk

-End of County Resolution 2024-05-

Mr. Derick Canupp, Director of Public Works, presented a request for approval of the purchase of a replacement lowboy tractor through Sourcewell Cooperative Purchasing Program. He stated that the current tractor being used is a 1986 model and it cannot pass a pre-trip inspection. He provided photos of the current tractor. He said this would either be a 2023 or a 2024 model and would not be delivered until the 4th quarter of 2024. The price through Sourcewell would be \$142,632.00 and they would also need to purchase a trailer to be utilized with this tractor once the tractor is received.

Upon a motion made by Commissioner Nix, seconded by Commissioner Bryant there was a unanimous vote to approve purchase of a replacement lowboy tractor (Mack Pinnacle 64T DayCab) for Public Works through the Sourcewell Cooperative Purchasing Program in the amount of \$142,632.00 – to be funded by SPLOST.

Upon a motion made by Commissioner Goodger, seconded by Commissioner Holcomb there was a unanimous vote to accept the 2024 Edward Byrne Memorial Justice Assistance Grant (\$500,000.00) for the Appalachian Regional Drug Enforcement Office (ARDEO) for which White County serves as the fiscal agent.

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

During County Manager Comments, Mr. Pittard stated that the transition to White County managing the Transfer Station was going very well. He said that Mr. Canupp had done an excellent job facilitating the transition along with the assistance of several other county departments.

Chairman Turner asked each Commissioner if they had any comments – there were none.

Chairman Turner opened the floor for public comment.

Ms. Teresa Stansel, 2521 Adair Mill Road Cleveland, Ga – read and submitted a prepared statement (with exhibits) for the meeting record which was placed in the meeting file. In summary, comments made were concerning an ethics complaint filed with complaints against Commissioner Bryant for improper filing of his personal financial disclosure & conflict of interest and against Karen Thomas for unregistered lobbying.

Ms. Michelle Johnson, 431 Gold Flume Way Cleveland, Ga – asked for clarification on the proceedings taking place to address the non-compliant short-term rentals which had been identified. Ms. Murphy explained that once a non-compliant short-term rental is identified – a first notice is sent to the property owner, if there is no response a second notice is sent, and if there is still no response the matter is turned over to Code Enforcement who will take the necessary steps to file code violations in Magistrate Court against the owner.

Lillian Hall, 543 Leigh's Crossing Cleveland, Ga – read and submitted a prepared statement for the meeting record which was placed in the meeting file. In summary, comments made were concerning the issues of the ethics complaint filed by Ms. Stansel, the negative effects of the actions taken related to short-term rentals, and overall displeasure with the Board.

Chris Dorsey, 164 Mill Lane Cleveland, Ga - read and submitted a prepared statement for the meeting record which was placed in the meeting file. In summary, comments were related to short-term rentals as approved not meeting ADA (American with Disabilities Act) standards.

Trish Betterton, 1810 Kellum Valley Road Cleveland, Ga - read and submitted a prepared statement for the meeting record which was placed in the meeting file. In summary, comments made were concerning the issues of

January 8, 2024 – Work Session & Regular Meeting Minutes (continued)

the ethics complaint filed by Ms. Stansel, the negative effects of the actions taken related to short-term rentals, and overall displeasure with the Board.

Shane Betterton, 347 Antioch Church Road Cleveland, Ga - read and submitted a prepared statement for the meeting record which was placed in the meeting file. In summary, comments made were concerning the issues of the negative effects of the actions taken related to short-term rentals, and overall displeasure with the Board and County Manager.

Axel Jones, 2327 Asbestos Road Cleveland, Ga – asked about the liability of the County in response to Mr. Dorsey’s comments regarding short-term rentals not meeting federal ADAA (Americans with Disabilities Act). Chairman Turner stated that this would be discussed with the County Attorney.

Following announcements and upon a motion made by Commissioner Nix, seconded by Commissioner Goodger, there was a unanimous vote to adjourn the meeting.

The minutes of the January 8, 2024 Work Session & Regular Meeting were approved as stated this 5th day of February, 2024.

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, JANUARY 29, 2024 AT 4:30 P.M.

The White County Board of Commissioners held a Work Session & Called Meeting on Monday, January 29, 2024 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.

He asked for a motion to amend the meeting agenda by adding consideration to adopt County Resolution 2024-6, Calling for an Election to Impose a County Special Purpose Local Option Sales Tax (SPLOST) to the agenda as the final business item.

Upon a motion made by Commissioner Holcomb, seconded by Commissioner Goodger there was a unanimous vote to amend the agenda by adding consideration to adopt County Resolution 2024-06, Calling for an Election to Impose a County Special Purpose Local Option Sales Tax (SPLOST) to the end of the business items agenda.

Chairman Turner read the following statement from the meeting agenda – “In reference to land use agenda item #2 & #3 – 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 item at the public hearing held at the Planning Commission Meeting on December 27, 2023. All information presented was then forwarded to the Board of Commissioners”.

Mr. John Sell, Director of Community & Economic Development, presented the land use application filed by Tamara and Lawrence Adelberg to redistrict property located at 37 Thornblade Trail Cleveland, Georgia from C-1, Community Commercial District to R-1, Residential Single-Family District. Tax map and parcel 017-094C. Total acreage is 1.16. He stated the Planning Commission had held a public hearing on the application, there was no opposition to the application, and the Planning Commission recommended approval of the application. He also advised that the property is the Adelberg’s residence, they are in the process of selling the property, and during this process they realized the property was zoned commercial – which has caused issue with selling the residential property. Mr. Sell stated that the property fronting Hwy 129 N and its proximity to other commercial properties probably contributed to this property being zoned for commercial when land use regulations were first adopted. Mr. Adelberg confirmed the information stated by Mr. Sell.

Upon a motion made by Commissioner Nix, seconded by Commissioner Goodger there was a unanimous vote to approve the land use application filed by Tamara and Lawrence Adelberg to redistrict property located at 37 Thornblade Trail Cleveland, Georgia from to C-1, Community Commercial District to R-1, Residential Single-Family District. Tax map and parcel 017-094C. Total acreage is 1.16.

Mr. Sell presented the land use application filed by David Fain to request a conditional use permit at 220 Black Road Cleveland, Georgia. Tax map and parcel 062-032. Total acreage is 23.32. The proposed use is a telecommunications tower. The present zoning is A-1, Agriculture Forestry District. He stated the Planning Commission held a public hearing on the application, there was opposition expressed to the application due to surrounding neighbors being concerned about obstructing the view shed and safety concerns regarding the radio waves that would be omitted by the tower. Mr. Sell also stated that there was one person who spoke in support of the application due to the need for increased cellular coverage in the area. He advised that Mr. Fain owns the

surrounding 50 acres with the entire fall zone for the tower being on his property and initially the tower would provide coverage for AT&T with other carriers to follow. Mr. Fain stated that his personal residence is the closest residence to the tower so he would be impacted greater than anyone else and he had been in the cell tower industry for 30+ years and he could say there are no known negative effects from the radio waves.

Upon a motion made by Commissioner Holcomb, seconded by Commissioner Goodger there was a unanimous vote to approve the land use application filed by David Fain for a conditional use permit at 220 Black Road Cleveland, Georgia. Tax map and parcel 062-032. Total acreage is 23.32. The approved use is a telecommunications tower within the present zoning of A-1, Agriculture Forestry District.

Mr. David Murphy, Director of Public Safety, presented proposed revisions to Sections 26-126 and 26-128 of the White County Code relating to volunteer fire compensation and participation requirements to reflect current operational changes and to promote retention and recruitment. He advised that the nationwide decrease in volunteer firefighters had been discussed several times and within the current budget the department was authorized to increase the per call pay for volunteer firefighters from \$15.00 to \$30.00 on a trial basis. He stated that this measure had helped to retain the existing, active volunteers. He requested that the change to \$30.00 per call be codified in Section 26-126 and stated the current budget would be sufficient to cover this. He also stated that the revisions noted to Section 26-128 were needed in order to accurately reflect the attendance and state mandated standards. He advised that currently Fire Services has 18 active volunteer firefighters and three recruits in process. The Board asked if volunteers received the per call pay for training and Mr. Murphy stated they did not. The Board expressed an interest in looking at possibly including pay for training in some way in the future.

Upon a motion made by Commissioner Bryant, seconded by Commissioner Goodger there was a unanimous vote to approve County Resolution 2024-07 revising Sections 26-126 and 26-128 of the White County Code relating to volunteer fire compensation and participation requirements to reflect current operational changes and to promote retention and recruitment as follows:

WHITE COUNTY BOARD OF COMMISSIONERS

RESOLUTION NO. 2024- 07

A RESOLUTION TO AMEND THE OFFICIAL CODE OF WHITE COUNTY, GEORGIA, CHAPTER 26 (EMERGENCY SERVICES), ARTICLE V (FIRE SERVICECS)

WHEREAS, the White County Board of Commissioners wishes to revise the White County Code as hereinafter set out;

NOW THEREFORE, BE IT RESOLVED by the County Commissioners of White County, and it is hereby resolved by authority of the same, that the White County Code be revised as follows:

This amendment shall be effective immediately.

RESOLVED, this 29th day of January, 2024.

WHITE COUNTY BOARD OF COMMISSIONERS

s/Travis C. Turner

Travis C. Turner, Chairman

Attest:

s/Shanda Murphy

Shanda Murphy
County Clerk

January 29, 2024 – Work Session & Called Meeting Minutes (continued)

Sec. 26-126. - Payment for services rendered by the volunteers of the county fire services.

The payment for services rendered by the volunteers of the county fire services shall be as follows:

- (1) During times when the volunteers respond, ~~when paged~~, to calls other than in a disaster situation, the firefighters shall be paid annually an amount equal to the following:
 - a. Fifteen ~~Thirty~~ **Thirty** dollars per call to which the volunteer who is qualified ~~was paged and to which the volunteer responded~~; and
 - b. To which the volunteer who meets the minimum standards defined by internal policy, **the Georgia State Firefighter Training Council** and the Georgia Pension Fund Standard Formula.
- (2) In the event the county board of commissioners and/or public safety director calls the volunteer firefighters into active duty for disaster situations **or emergency standby conditions**, each shall be paid ~~\$25.00~~ **\$ 30.00** per four-hour stipend spent on active duty until such time as the situation warrants the reversion to the voluntary status and as declared by the board of commissioners and/or public safety director. Said sums for active duty shall be paid to the volunteer within 30 days from the presentation of the payment documentation by the fire department to the finance office.

Sec. 26-128. - Volunteer firefighter standard attendance and participation.

- (a) *Policy.* The county fire department will establish a standard attendance and participation policy to ensure adequate familiarity with members and exposure to firefighter training and departmental information.
- (b) *Goal.* The goal of the fire department is to set an acceptable minimum amount of attendees **attendance** and participation to allow for established minimum exposure of annual training, updated departmental procedures, and personnel participation.
- (c) *Responsibility.* It shall be the responsibility of all officers, acting officers and personnel, that this procedure is strictly followed,
- (d) *Definitions.*

Drill. A training exercise that includes apparatus or personnel from two or more stations.

Meeting. Any period of assembly where tasks are completed collectively and/or information is disseminated.

Training. Any period of instruction where information is taught or discussed.

(e) *Attendance.* The county fire department will ~~designate a night of each week as drill/training period.~~ **Develop guidelines for volunteers in annual attendance to meetings, drills, and training. This attendance will reflect the minimum requirements of the Georgia Firefighter Standards and Training Council, and the Georgia Firefighter Pension Fund Plan.**

- (1) A drill report will be completed for each training period and will contain the information per example form. The example form is not included herein but is on file and available for inspection in the office of the county clerk. **public safety director.**
- (2) ~~A drill period will offer, at a minimum, two hours of firefighter training.~~
- (3) ~~Each station should hold a minimum of eight hours of drills and/or training for at least ten months during each calendar year.~~
- (4) ~~The fire department requires a minimum of 50 percent attendance as described in subsection (f).~~
- (f) *Participation.* The fire department requires 50 percent **shall develop participation guidelines to reflect the minimum standards** as computed by the Georgia Pension Fund Plan Standard formula.
 - (1) At the station **shift** officer's discretion, a time will **may** be provided for personnel to obtain training information covered at drills/meetings for the individual that was not available (a drill report is required).

-End of County Resolution 2024-07-

Mr. Murphy presented the new agreement for statewide mutual aid during emergency and disaster response. He stated that this agreement must be approved every 3 to 4 years with the last agreement being approved in 2020. He did note that the agreement language was the same as the previous agreement. He stated this was a very beneficial agreement to be under when needed and White County had been both the recipient and provider of assistance under this agreement.

Upon a motion made by Commissioner Nix, seconded by Commissioner Holcomb there was a unanimous vote to approve the new (2024) agreement for statewide mutual aid during emergency and disaster response.

Mr. Derick Canupp, Director of Public Works, presented a quote for repairs to Westmoreland Road for damage which was caused by a car fire in June 2023. He stated that the repairs were bid out and the low bidder, once contacted, could no longer perform the work and the estimate sent to the third party's insurance was based on the quote from the low bidder. Therefore, he had been working to obtain another quote closer to the original cost, which the insurance had already paid to the county in the amount of \$29,700.00. Mr. Canupp stated that he had obtained a quote from Colditz Trucking in the amount of \$30,000.00 which would utilize a sufficient repair method, although different from the initial quote received. The Board expressed their displeasure with the initial low bid falling through.

Upon a motion made by Commissioner Nix, seconded by Commissioner Holcomb, there was a unanimous vote to approve repairs to Westmoreland Road in the amount \$ 30,000.00 from Colditz Trucking – to be paid by insurance claim proceeds.

Ms. Jodi Ligon presented information regarding a grant received by the Enotah Judicial Circuit through the American Rescue Plan Act (ARPA). She reviewed that the Board and Circuit approved the grant application in the Fall with the total grant award being \$1,653,313.00 with \$1,300,000.00 being for audio visual equipment improvements in White, Lumpkin, and Union counties.

Upon a motion made by Commissioner Nix, seconded by Commissioner Goodger there was a unanimous vote to accept the grant awarded to the Enotah Judicial Circuit through the American Rescue Plan Act (ARPA) in the amount of \$1,653,313.00 with White County serving as the fiscal agent.

Upon a motion made by Commissioner Holcomb, seconded by Commissioner Goodger there was a unanimous vote to appoint Commissioner Craig Bryant as the Vice-Chair for the 2024 calendar year.

Mr. Billy Pittard presented County Resolution 2024-6, Calling for an Election to Impose a County Special Purpose Local Option Sales Tax (SPLOST). He stated that the Board of Commissioners, Cleveland City Council, and the Helen City Commission had recently approved the Intergovernmental Agreement (IGA) related to the continuation of the Special Purpose Local Option Sales Tax (SPLOST) which is planned to be placed on the May 2024 voting ballot and the next step in this process is the Board issuing a call for this referendum so the Elections Supervisor can have the ballot language created through the Secretary of State's Office.

Upon a motion made by Commissioner Goodger, seconded by Commissioner Holcomb there was a unanimous vote to adopt County Resolution 2024-06 as follows:

RESOLUTION NO. 2024-06

Resolution Calling for an Election to Impose
a County Special Purpose Local Option Sales Tax

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WHITE COUNTY, GEORGIA IMPOSING A COUNTY ONE PERCENT SALES AND USE TAX AS AUTHORIZED BY PART 1 OF ARTICLE 3 OF CHAPTER 8 OF TITLE 48 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, SPECIFYING THE PURPOSES FOR WHICH THE PROCEEDS OF SUCH TAX ARE TO BE USED; SPECIFYING THE PERIOD OF TIME FOR WHICH SUCH TAX SHALL BE IMPOSED; SPECIFYING THE ESTIMATED COST OF THE FACILITIES TO BE FUNDED FROM THE PROCEEDS OF SUCH TAX; REQUESTING THE ELECTION SUPERINTENDENT TO CALL AN ELECTION OF THE VOTERS OF WHITE COUNTY TO APPROVE THE IMPOSITION OF SUCH SALES AND USE TAX; APPROVING THE FORM OF BALLOT TO BE USED IN SUCH AN ELECTION; AND FOR OTHER PURPOSES.

WHEREAS, Part 1 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated. (the “Act”) authorizes the imposition of a county one percent sales and use tax (the “SPLOST”) for the purpose, inter alia, of financing certain capital outlay projects which include those set forth herein; and

WHEREAS, the Board of Commissioners of White County, Georgia (the “Board of Commissioners”) has determined that it is in the best interest of the citizens of White County, Georgia (the “County”) that a one percent SPLOST be imposed in a special district within the County to raise approximately \$56,733,783 for the purpose of funding capital outlay projects (the “Projects”); and

WHEREAS, the Board of Commissioners delivered a written notice (the “Notice”) to the mayor in each municipality located within the County regarding the imposition of the SPLOST; and

WHEREAS, the Notice contained the date, time, place, and purpose of a meeting at which designated representatives of the County and the City of Cleveland, and the City of Helen (“the Municipalities”) met and discussed the possible projects for inclusion in the referendum, including municipally owned and operated projects; and

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

WHEREAS, the County has entered into an intergovernmental agreement with the Municipalities that are party to the Agreement; and

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

- (A) Assuming the question of imposing a County SPLOST is approved by the voters of the special district in the election hereinafter referred to, the SPLOST shall be imposed for the term, purposes and costs as follows:
1. In order to finance the Projects described herein, a SPLOST in the amount of one percent (1%) on all sales and uses in the County is hereby authorized to be levied and collected within the special district created in the County as provided in the Act.

January 29, 2024 – Work Session & Called Meeting Minutes (continued)

- (D) The clerk of the Board of Commissioners is hereby authorized and directed to deliver a copy of the resolution to the election superintendent of White County, with a request that the election superintendent of White County issue the call for an election.
- (E) The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with the imposition of SPLOST.
- (F) The Resolution shall take effect immediately upon its adoption.

This the 29th day of January, 2024.

WHITE COUNTY, GEORGIA

By: s/Travis C. Turner

Travis C Turner, Chairman

ATTEST: s/Shanda Murphy

Clerk

EXHIBIT “A”

Notice of Election

TO THE QUALIFIED VOTERS OF WHITE COUNTY, GEORGIA

NOTICE IS HEREBY GIVEN that on the 21st day of May, 2024, an election will be held at the regular polling places in all the election districts of White County, Georgia (“the County”), at which time there will be submitted to the qualified voters of the county for their determination the question of whether a one percent county special purpose local option sales and use tax (the “SPLOST”) shall be imposed on all sales and uses in the special district created in the County for a period of 6 years for the raising of approximately \$56,733,783 for the purpose of funding capital outlay projects (“the Projects”) specified in the form of the ballot set forth below.

-End of County Resolution 2024-06-

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

-See the Following Closed Meeting Affidavit-

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

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

The minutes of the January 29, 2024 Work Session & Called Meeting were approved this 5th day of February, 2024.

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:

Installation of Access Control Systems on Interior and Exterior Doors - Elections Office

For Meeting Date: 2/5/2024

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

Category (Select One): Other

Submitted By: Amie Veater, Elections Supervisor

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

1. Quote - Installation of Paxton Net 2 - 3 Interior Doors
2. Quote - Installation of Paxton Net 2 Access Control System - 3 Exterior Doors
3. _____

Purpose:

This request is to authorize the installation of Access Control Systems on 3 interior doors and 3 exterior doors to establish a system in compliance with Georgia Rules and Regulations requiring controlled, documented entry to restricted areas.

Background / Summary:

- Georgia SEB Rules state the storage areas for the voting system components at the county election office shall be equipped with keypads or electronic locks and a strict log of persons entering such areas must be kept.

Department Recommendation:

The Elections Department recommends the approval of Access Control Systems on both interior and exterior doors in order to comply with election code and ensure entry to restricted areas is regulated and recorded.

Options:

-

Budget Information: Applicable **Not Applicable**

Budgeted: Yes **No**

Finance Director's Comments (if applicable):

-

County Manager Comments:

- This is the access controls for the Elections office (3) exterior doors and (2) interior doors. These controls will be consistent with other access controls throughout the complex.
- Funding will be from 2020 SPLOST



ACG Solutions
1058 W. Airport Rd
Cornelia, GA 30531
Phone: 706.778.5480

Prepared especially for
White County Commissioners

On Monday, January 8, 2024

Prepared by Howard Bell

hbell@acg-solutions.com

Proposal: 11293
Created: 1/8/2024
Printed: 1/8/2024

Quantity	Description	Total
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This quote is to install Paxton Net 2 on the interior doors of the Elections Office.

ACG will run Cat 6 cable from IDF to each door location.

All door controllers will be installed above ceiling tile at each door.

ACG will install MAG locks and push to exit buttons on each door.

ACG will need to get with customer's IT Department for static IP addresses.

Once cables have been pulled, terminated and tested, ACG will install door controllers, and hardware.

After all hardware has been installed, ACG will test each door, and test from software.

ACG will download software to any device customer chooses.

1 Paxton Net2 Plus Starter Kit for 2 Door POE	\$1,601.59
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Training will be provided during this time.

Anything above this scope of work will result in a change order.

All Paxton products have a 5 year warranty.

3 MAGLOCK - SINGLE DR. 600LBS	\$587.97
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3 PAXTON NET2 E50 EXIT BUTTON	\$163.77
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500 CAT6PLENUMBLUE	\$260.00
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75 22/8 STR. RISER GRAY	\$26.55
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75 18/4 STRANDED	\$16.50
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75 18/2 STR RISER FPLR GRAY	\$18.00
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24.00 Labor Cabling Lead - Fixed Fee	\$1,680.00
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24.00 Labor Cabling Assistant - Fixed Fee	\$1,560.00
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Your Price:	<u>\$6,114.38</u>
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Total:	<u><u>\$6,114.38</u></u>
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Prices are firm until 1/18/2024 Terms: Net 10

Quoted by: Howard Bell, hbell@acg-solutions.com

Date: 1/8/2024

Accepted by: _____

Date: _____

A convenience fee of 3.5% will be charged for all invoices paid by credit card.

General Notes:

#1: If customer has a Tax Exemption, please furnish copy with contract or purchase order.

#2: Work to be performed 8am to 5pm, M-F. All Walls and ceilings must be accessible.

#3: Costs does not include any electrical power or receptacle installation.

#4: Costs does not include any concrete wall/floor coring.

#5: Patch cords are not included in configuration unless listed above. Various lengths and colors are available upon request.

#6: Any work not listed above requires change order signed by representatives of both customer and ACG before requested work can commence.

#7: Costs does not include the installation of any firewall penetrations. If required, the determination of type and rating along with cost can be requested as a change order.

#8: Customer agrees to pay all freight charges.

#9 Customer will supply ground connection or assume responsibility.

SIGNATURE: It is understood the person signing for the customer has the authority to do so and that by signing this document it becomes a legal and binding contract.

TAXES: Customer agrees to pay taxes, however designated, imposed on or based upon the provision, sales, license, or use of the products provided.

WARRANTY: Manufacturer's warranty applies to equipment. Freight and other charges may be incurred on returned equipment.

Labor is covered for 30 days from date of installation.

LEASE OPTIONS: Leases require credit approval by a finance provider. Stated lease amounts do not guarantee approval.

PRICE AND PAYMENT: Purchase price listed on Purchase Contract, Quote or Work Order is valid for 15 days (Server pricing is valid for 5 days). The product price listed on the Purchase Contract may vary for unforeseen configuration and/or technical changes. If the Customer delays delivery or installation for more than thirty days payment for all the equipment on the purchase contract will be due at that time. Unless otherwise stated on the quote, a deposit of 50% of the total purchase contract price is required upon acceptance of the contract by Customer. 25% is due on date of equipment delivery to customer site. Balance is due upon receipt of the equipment if installation is not provided by ACG Solutions. If installation is provided by ACG 25% of the total purchase price is due the day of the completion of the installation. Finance charges will be accrued at 21% per annum on balances outstanding more than five (5) days after the due date.

TERMS OF SERVICE: Client hereby acknowledges and accepts that Ansley Communications Group, Inc. d/b/a ACG Solutions terms of service apply to this invoice.

OTHER REQUIREMENTS: Customer must sign the ACG Security Agreement.

The information contained in this document is confidential and proprietary to Ansley Communications Group, Inc DBA ACG Solutions. and customer named on document. No part of the document may be circulated, quoted, or reproduced for distribution outside the customer organization without prior written approval from Ansley Communications Group, Inc DBA ACG Solutions .

Please sign and return to ACG.

Purchase Contract

TERMS AND CONDITIONS

ACG Solutions., (hereafter referred to as "ACG Solutions" or "Company") and **Customer** (hereafter referred to as the "Customer") agree that the following terms and conditions will apply to any order for the provision or sale of products or services to Customer by ACG Solutions on and after the date Customer signs this contract and it is accepted in writing by ACG Solutions.

COVERAGE: ACG Solutions will provide the equipment set forth in accepted Purchase Contract or other accepted purchase order.

CONTRACT PERIOD: This contract will become effective when it is signed by Customer and accepted in writing by ACG Solutions. Any order for the provision of equipment will be effective when accepted in writing by ACG Solutions.

INSTALLATION: ACG Solutions, if Customer so elects, will install the products for which installation charges are set forth on the Purchase Contract. Customer agrees to pay any installation charges set forth on the order and further agrees to provide the proper environment and electrical and telecommunications connections as specified by ACG Solutions. Customer understands that installation/service will be Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. unless stated otherwise in the Purchase Contract.

INSTALLATION DATE: The products will be installed or delivered by the date shown on the Purchase Contract or other purchase order. If no installation or delivery date is specified at the time the Customer signs the order, Customer agrees that ACG Solutions may enter the date.

TAXES: Customer agrees to pay taxes, however designated, imposed on or based upon the provision, sales, license, or use of the products provided.

SHIPMENT: Shipment may be arranged by Customer. If Customer so elects, ACG Solutions will arrange shipping and invoice Customer for all shipping, rigging, and other destination charges.

TITLE AND RISK OF LOSS: Title to the equipment and risk of loss to the product shall pass to the Customer on the date of shipment/installation to/at Customer.

PRICE AND PAYMENT: **PRICE AND PAYMENT:** Purchase price listed on Purchase contract or other purchase order is valid for 15 days (Server pricing is valid for 5 days). The product price listed on the Purchase Contract may vary for unforeseen configuration and/or technical changes. **If the Customer delays delivery or installation for more than thirty days payment for all the equipment on the purchase contract will be due at that time. Unless stated otherwise in the quote, a deposit of 50% of the total purchase contract price is required upon acceptance of the purchase contract by Customer. Balance is due upon receipt of the equipment if installation is not provided by ACG Solutions. If installation is provided by ACG Solutions, 40% of the total purchase price is due the day of the completion of the installation.** The remaining 10% is due within 15 days of completion. Finance charges will be accrued at 1.5% per month (18% per annum) on balances outstanding more than five (5) days after the due date.

Lease options require customer approval by the financing institution before the contract becomes binding and material is ordered. Lease agreements require the first 2 installments before installation.

In the event default on payment when due by Customer should give rise to collection procedures by a collection agency and/or an attorney-at-law, Customer agrees to pay all reasonable fees and charges arising therefrom in addition to accrued sums due for equipment, installation or other services, and finance charges.

SECURITY INTEREST: ACG Solutions or its assigns shall have a purchase money security interest in the products until all charges, including installation and shipping charges, if any, are paid in full.

EXCLUSIVE REMEDIES: Customer's sole remedies against ACG Solutions for loss or damage caused by any product defect or failure, or arising from the performance or nonperformance of any work under this contract regardless of the form of action (whether in contract, tort including negligence, strict liability or otherwise) shall be Customer's right to receive repair, replacement or refund and Customer's right to terminate as set forth hereafter. If installation by ACG Solutions is delayed sixty (60) days or more by causes not attributable to Customer, the sole remedy of Customer shall be the right to cancel the order without payment of any cancellation charges. These remedies shall be exclusive of all other remedies against ACG Solutions and its affiliates or suppliers of the foregoing, except for Customer's right to claim damages for bodily injury to any person.

LIMITATION OF LIABILITIES: In the event of any legal action arising from the performance or nonperformance of obligations under the terms of this contract, Customer's right to recovery shall be limited to the lesser of the amount of direct damages which are proven or ten thousand dollars (\$10,000.00). Notwithstanding any other provision of this contract, neither ACG Solutions nor its affiliates, suppliers or subcontractors shall be liable for any indirect, incidental, or consequential damages (including lost profits) sustained or incurred in connection with the use or operation of the products or services provided or sold hereunder.

Neither ACG Solutions nor its affiliates, suppliers or subcontractors shall be liable in any way for delays, failure in performance, loss or damage due to any of the following force majeure conditions: fire, strike, embargo, explosion, power blackout, earthquake, volcanic action, flood, war, water, the elements, labor disputes, civil disturbance, government requirements, civil or military authority, acts of God, public enemy, inability to secure raw materials, inability to secure fuel, inability to secure products, transportation facilities, or acts of omission of carriers or other causes beyond its control.

Neither ACG Solutions nor its affiliates shall be liable for damage to equipment due to lightning strikes.

Any legal action arising from or in connection with any other product defect or any partial or total failure in any product or service provided to Customer by ACG Solutions, must be brought within two (2) years after the cause of action arises.

TERMINATION BY CUSTOMER: If a purchase contract or purchase order for configured equipment is cancelled in part or in whole prior to the date of delivery of the product to Customer, a cancellation charge of seventy-five percent (75%) of the purchase price of the canceled product(s) shall apply, plus any shipping and installation charges incurred by ACG Solutions. Customer may terminate or cancel, subject to accrued charges but without liability for termination charges, if ACG Solutions fails to perform any term or condition of this contract and such failure shall continue unremedied for thirty (30) days after ACG Solutions's receipt of notice thereof from the Customer.

TERMINATION BY ACG SOLUTIONS: Customer shall be in default of this contract or any subsequent purchase contract or purchase order and ACG Solutions may terminate if Customer fails to pay any charge when due or fails to perform or observe any term or condition of this contract, if such failure shall continue unremedied for thirty (30) days after receipt of written notice thereof from ACG Solutions. In the event of such termination by ACG Solutions, applicable termination charges will apply.

ASSIGNMENT: It is understood and agreed between the parties hereto that the Customer's right to assume title to the equipment to be purchased hereunder may be transferred to a third party leasing agency for the purpose of securing payment to ACG Solutions. Said right to title shall be transferred to ACG Solutions upon request of Customer.

SUBCONTRACTING: ACG Solutions may subcontract any or all of the work to be performed by it under the terms and conditions of this contract.

MODIFICATION OF CONTRACT: Any supplement to or modification of this contract must be in writing and signed by authorized representatives of both parties. If any terms or provisions of this contract shall be invalid or unenforceable, the remainder of this contract shall not be affected thereby.

APPLICABLE LAW: This contract shall be construed in accordance with and governed by the laws of the State of Georgia.

ENTIRE AGREEMENT: This is the entire agreement between the parties with respect to the products and services hereunder and superseded all prior agreements, proposals or understandings, whether written or oral.

Dated this ____ day of _____, 2023

Accepted by:

Customer

ACG Solutions
Company

By: _____
Authorized Representative

By: _____
Authorized Representative



ACG Solutions
1058 W. Airport Rd
Cornelia, GA 30531
Phone: 706.778.5480

Prepared especially for
White County Commissioners

On Monday, January 8, 2024

Prepared by Howard Bell

hbell@acg-solutions.com

Proposal: 11292
Created: 1/8/2024
Printed: 1/8/2024

Quantity	Description	Total
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This quote is to Install Paxton Net 2 Access Control system on the exterior doors of the Elections Office.

ACG will run Cat 6 cable from the IDF to each door location.

All door controller's will be installed above each door.

ACG will need to get with customer's IT Department for static IP addresses for each door controller.

Once door controllers are installed, ACG will get them up on-line and a new IP address will be installed on it.

After all hardware is installed, ACG will test each door and check software log.

ACG will installed software on any device customer approves, during this time, training will be provided.

Anything beyond this scope of work will result in a change order.

2	Paxton Net2 Plus Starter Kit for 2 Door	\$3,330.96
3	PAXTON NET2 KP50 PROX. KEYPAD	\$854.97
3	MAGLOCK - SINGLE DR. 600LBS	\$629.97
3	PAXTON NET2 E50 EXIT BUTTON	\$175.47
500	CAT6PLENUMBLUE	\$260.00
75	22/8 STR. RISER GRAY	\$26.55
75	22/4 STR JKT SECURITY CABLE	\$8.70
	22/4 STR JKT 5C BX WHT	
75	18/2 STRANDED SECURITY CABLE	\$13.50
24.00	Labor Cabling Lead - Fixed Fee	\$1,680.00
24.00	Labor Cabling Assistant - Fixed Fee	\$1,560.00

Your Price:	\$8,740.12
Total:	\$8,740.12

Prices are firm until 1/18/2024 Terms: Net 10

Quoted by: Howard Bell, hbell@acg-solutions.com

Date: 1/8/2024

Accepted by: _____

Date: _____

A convenience fee of 3.5% will be charged for all invoices paid by credit card.

General Notes:

#1: If customer has a Tax Exemption, please furnish copy with contract or purchase order.

#2: Work to be performed 8am to 5pm, M-F. All Walls and ceilings must be accessible.

#3: Costs does not include any electrical power or receptacle installation.

#4: Costs does not include any concrete wall/floor coring.

#5: Patch cords are not included in configuration unless listed above. Various lengths and colors are available upon request.

#6: Any work not listed above requires change order signed by representatives of both customer and ACG before requested work can commence.

#7: Costs does not include the installation of any firewall penetrations. If required, the determination of type and rating along with cost can be requested as a change order.

#8: Customer agrees to pay all freight charges.

#9 Customer will supply ground connection or assume responsibility.

SIGNATURE: It is understood the person signing for the customer has the authority to do so and that by signing this document it becomes a legal and binding contract.

TAXES: Customer agrees to pay taxes, however designated, imposed on or based upon the provision, sales, license, or use of the products provided.

WARRANTY: Manufacturer's warranty applies to equipment. Freight and other charges may be incurred on returned equipment.

Labor is covered for 30 days from date of installation.

LEASE OPTIONS: Leases require credit approval by a finance provider. Stated lease amounts do not guarantee approval.

PRICE AND PAYMENT: Purchase price listed on Purchase Contract, Quote or Work Order is valid for 15 days (Server pricing is valid for 5 days). The product price listed on the Purchase Contract may vary for unforeseen configuration and/or technical changes. If the Customer delays delivery or installation for more than thirty days payment for all the equipment on the purchase contract will be due at that time. Unless otherwise stated on the quote, a deposit of 50% of the total purchase contract price is required upon acceptance of the contract by Customer. 25% is due on date of equipment delivery to customer site. Balance is due upon receipt of the equipment if installation is not provided by ACG Solutions. If installation is provided by ACG 25% of the total purchase price is due the day of the completion of the installation. Finance charges will be accrued at 21% per annum on balances outstanding more than five (5) days after the due date.

TERMS OF SERVICE: Client hereby acknowledges and accepts that Ansley Communications Group, Inc. d/b/a ACG Solutions terms of service apply to this invoice.

OTHER REQUIREMENTS: Customer must sign the ACG Security Agreement.

The information contained in this document is confidential and proprietary to Ansley Communications Group, Inc DBA ACG Solutions. and customer named on document. No part of the document may be circulated, quoted, or reproduced for distribution outside the customer organization without prior written approval from Ansley Communications Group, Inc DBA ACG Solutions .

Please sign and return to ACG.

Purchase Contract

TERMS AND CONDITIONS

ACG Solutions., (hereafter referred to as "ACG Solutions" or "Company") and **Customer** (hereafter referred to as the "Customer") agree that the following terms and conditions will apply to any order for the provision or sale of products or services to Customer by ACG Solutions on and after the date Customer signs this contract and it is accepted in writing by ACG Solutions.

COVERAGE: ACG Solutions will provide the equipment set forth in accepted Purchase Contract or other accepted purchase order.

CONTRACT PERIOD: This contract will become effective when it is signed by Customer and accepted in writing by ACG Solutions. Any order for the provision of equipment will be effective when accepted in writing by ACG Solutions.

INSTALLATION: ACG Solutions, if Customer so elects, will install the products for which installation charges are set forth on the Purchase Contract. Customer agrees to pay any installation charges set forth on the order and further agrees to provide the proper environment and electrical and telecommunications connections as specified by ACG Solutions. Customer understands that installation/service will be Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. unless stated otherwise in the Purchase Contract.

INSTALLATION DATE: The products will be installed or delivered by the date shown on the Purchase Contract or other purchase order. If no installation or delivery date is specified at the time the Customer signs the order, Customer agrees that ACG Solutions may enter the date.

TAXES: Customer agrees to pay taxes, however designated, imposed on or based upon the provision, sales, license, or use of the products provided.

SHIPMENT: Shipment may be arranged by Customer. If Customer so elects, ACG Solutions will arrange shipping and invoice Customer for all shipping, rigging, and other destination charges.

TITLE AND RISK OF LOSS: Title to the equipment and risk of loss to the product shall pass to the Customer on the date of shipment/installation to/at Customer.

PRICE AND PAYMENT: **PRICE AND PAYMENT:** Purchase price listed on Purchase contract or other purchase order is valid for 15 days (Server pricing is valid for 5 days). The product price listed on the Purchase Contract may vary for unforeseen configuration and/or technical changes. **If the Customer delays delivery or installation for more than thirty days payment for all the equipment on the purchase contract will be due at that time. Unless stated otherwise in the quote, a deposit of 50% of the total purchase contract price is required upon acceptance of the purchase contract by Customer. Balance is due upon receipt of the equipment if installation is not provided by ACG Solutions. If installation is provided by ACG Solutions, 40% of the total purchase price is due the day of the completion of the installation.** The remaining 10% is due within 15 days of completion. Finance charges will be accrued at 1.5% per month (18% per annum) on balances outstanding more than five (5) days after the due date.

Lease options require customer approval by the financing institution before the contract becomes binding and material is ordered. Lease agreements require the first 2 installments before installation.

In the event default on payment when due by Customer should give rise to collection procedures by a collection agency and/or an attorney-at-law, Customer agrees to pay all reasonable fees and charges arising therefrom in addition to accrued sums due for equipment, installation or other services, and finance charges.

SECURITY INTEREST: ACG Solutions or its assigns shall have a purchase money security interest in the products until all charges, including installation and shipping charges, if any, are paid in full.

EXCLUSIVE REMEDIES: Customer's sole remedies against ACG Solutions for loss or damage caused by any product defect or failure, or arising from the performance or nonperformance of any work under this contract regardless of the form of action (whether in contract, tort including negligence, strict liability or otherwise) shall be Customer's right to receive repair, replacement or refund and Customer's right to terminate as set forth hereafter. If installation by ACG Solutions is delayed sixty (60) days or more by causes not attributable to Customer, the sole remedy of Customer shall be the right to cancel the order without payment of any cancellation charges. These remedies shall be exclusive of all other remedies against ACG Solutions and its affiliates or suppliers of the foregoing, except for Customer's right to claim damages for bodily injury to any person.

LIMITATION OF LIABILITIES: In the event of any legal action arising from the performance or nonperformance of obligations under the terms of this contract, Customer's right to recovery shall be limited to the lesser of the amount of direct damages which are proven or ten thousand dollars (\$10,000.00). Notwithstanding any other provision of this contract, neither ACG Solutions nor its affiliates, suppliers or subcontractors shall be liable for any indirect, incidental, or consequential damages (including lost profits) sustained or incurred in connection with the use or operation of the products or services provided or sold hereunder.

Neither ACG Solutions nor its affiliates, suppliers or subcontractors shall be liable in any way for delays, failure in performance, loss or damage due to any of the following force majeure conditions: fire, strike, embargo, explosion, power blackout, earthquake, volcanic action, flood, war, water, the elements, labor disputes, civil disturbance, government requirements, civil or military authority, acts of God, public enemy, inability to secure raw materials, inability to secure fuel, inability to secure products, transportation facilities, or acts of omission of carriers or other causes beyond its control.

Neither ACG Solutions nor its affiliates shall be liable for damage to equipment due to lightning strikes.

Any legal action arising from or in connection with any other product defect or any partial or total failure in any product or service provided to Customer by ACG Solutions, must be brought within two (2) years after the cause of action arises.

TERMINATION BY CUSTOMER: If a purchase contract or purchase order for configured equipment is cancelled in part or in whole prior to the date of delivery of the product to Customer, a cancellation charge of seventy-five percent (75%) of the purchase price of the canceled product(s) shall apply, plus any shipping and installation charges incurred by ACG Solutions. Customer may terminate or cancel, subject to accrued charges but without liability for termination charges, if ACG Solutions fails to perform any term or condition of this contract and such failure shall continue unremedied for thirty (30) days after ACG Solutions's receipt of notice thereof from the Customer.

TERMINATION BY ACG SOLUTIONS: Customer shall be in default of this contract or any subsequent purchase contract or purchase order and ACG Solutions may terminate if Customer fails to pay any charge when due or fails to perform or observe any term or condition of this contract, if such failure shall continue unremedied for thirty (30) days after receipt of written notice thereof from ACG Solutions. In the event of such termination by ACG Solutions, applicable termination charges will apply.

ASSIGNMENT: It is understood and agreed between the parties hereto that the Customer's right to assume title to the equipment to be purchased hereunder may be transferred to a third party leasing agency for the purpose of securing payment to ACG Solutions. Said right to title shall be transferred to ACG Solutions upon request of Customer.

SUBCONTRACTING: ACG Solutions may subcontract any or all of the work to be performed by it under the terms and conditions of this contract.

MODIFICATION OF CONTRACT: Any supplement to or modification of this contract must be in writing and signed by authorized representatives of both parties. If any terms or provisions of this contract shall be invalid or unenforceable, the remainder of this contract shall not be affected thereby.

APPLICABLE LAW: This contract shall be construed in accordance with and governed by the laws of the State of Georgia.

ENTIRE AGREEMENT: This is the entire agreement between the parties with respect to the products and services hereunder and superseded all prior agreements, proposals or understandings, whether written or oral.

Dated this ____ day of _____, 2023

Accepted by:

Customer

ACG Solutions
Company

By: _____
Authorized Representative

By: _____
Authorized Representative



WHITE COUNTY

Board of Commissioners

Item Title: Coordinated Transportation Services Contract

For Meeting Date: 2/5/2024

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

Category (Select One): Contract / IGA

Submitted By: Barbara Overton, Director White County Senior Center

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

1. CoordinatedTransportationContractFY2024
2. _____
- 3.

Purpose:

The FY2024 Coordinated Transportation Services Contract for FY2024 is being submitted requesting BOC approval.

Background / Summary:

- This contract reflects the same agreement as FY2023 with Deanna Specialties as the CONTACTOR and White County BOC as the SUBCONTRACTOR for funding through the Department of Human Services.
- The contract for FY2024 was received in November 2023 and the Senior Center Director attempted to renegotiate the billable rate per trip, to no avail. So, the request to approve this contact is now requested.

Department Recommendation:

Approval of contract.

Options:

-

Budget Information: Applicable Not Applicable

Budgeted: Yes No

Finance Director's Comments (if applicable):

-

County Manager Comments:

- This is basically an annual renewal.

AGREEMENT

for Department of Human Services (DHS) Coordinated Transportation Services

AGREEMENT BETWEEN:

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

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

WITNESSETH:

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

AND

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

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

1. Purpose:

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

2. Agreement Term:

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

3. Services to Be Provided:

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

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

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

4. Training:

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

5. Drug and Alcohol Testing:

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

6. Information:

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

7. Monitoring and Inspection

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

8. Payment:

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

9. Fee Schedule:

Each trip will be billed at the following rates:

Aging \$9.50 per trip

Hourly \$35.00

Total Budget \$37000.00

10. Invoicing:

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

11. Termination Without Cause:

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

12. Amendments

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

13. Compliance With Law:

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

14. Equal Opportunity:

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

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

15. Non Availability of Funds:

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

16. Force Majeure:

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

17. Entire Agreement:

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

18. Applicable Law:

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

19. Severability:

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

20. Waiver of Agreement:

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

21. No Third Party Rights:

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

22. Sovereign Immunity:

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

23. Notices:

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

Contractor's Address for Official Correspondence

White County Board of Commissioners
1235 Helen Hwy
Cleveland, Ga. 30528
Contact Person: Barbara Overton
Email: boverton@whitecounty.net
Telephone: 706-865-4097

DST's Address for Official Correspondence

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

[SIGNATURES ON FOLLOWING PAGE]

White County, Georgia

Signature

Print Name

Title

Date

Attest:

Signature

Print Name

County Clerk
Title

[COUNTY SEAL]

Deanna Specialty Transportation, Inc.

Signature

Shawn Thomas
Print Name

CEO.,
Title

Date:

Attest:

Signature

Print Name

Corporate Secretary
Title

[CORPORATE SEAL]



WHITE COUNTY

Board of Commissioners

Item Title:

Consider Purchase of Lowboy Trailer

For Meeting Date: 2/5/2024

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

Category (Select One): SPLOST Request

Submitted By: Derick Canupp

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

1. Low Bid Quote w/ Specs.
2. _____
3. _____

Purpose:

The purpose of this agenda item is to request approval to purchase a replacement lowboy trailer

Background / Summary:

- The current lowboy in use is a 25 Ton trailer made in 1971.
- The trailer is not rated high enough or long enough for the loads that are demanded of it.
- The trailer needs brakes but is so old that drums are no longer available for it, which is a safety concern.
- A RFP was advertised and one bid was received.
- Only bidder was Rockland Cargo Equipment, Inc. out of Conyers, GA
- The new lowboy is a 35 ton trailer, 49' overall length, made by Interstate Trailers out of Texas
- Total base bid is \$58,089
- FY 2024 CIP budgeted amount is \$59,500
- Lead time on delivery is 40 to 45 Weeks

Department Recommendation:

Staff recommend approval of purchase

Options:

- Approve Purchase
- Do Not Approve
- Commission Defined Alternative

Budget Information: Applicable Not Applicable

Budgeted: Yes No

Finance Director's Comments (if applicable):

-

County Manager Comments:

- Recommend the purchase of this trailer.
- Purchase will be made from 2020 SPLOST



Appendix A

BIDDER'S CERTIFICATION
Rear Loading Lowbed

Project# 2023-ROADDEPT-12282023

Date of Bid

I certify that this Bid is submitted without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same goods/services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Bidder Information

(Type or Print)

Rockland Cargo Equipment, inc
Name of Company

1532 Old Mc Donough Rd
Address

CONYERS, GA 30094
City, State, & Zip Code

(770) 922-6219
Phone Number

(770) 922-6692
Fax #

20-3606450
Tax ID Number

Name and Mailing Address

(Where to Send Payment)

Rockland Cargo Equipment, inc
Name of Company

P.O. Box 80637
Address

CONYERS GA 30013
City, State, & Zip Code

(770) 922-6219
Phone Number

Sales@RocklandCargo.com
Rick@RocklandCargo.com
Email Address 706.491-0778
706.491.0778

OR

Social Security Number

Name & Title of Person Authorized to Sign

Ricky L. Ayers
Name

SIGNATURE

Specialty Sales & Government Contracting
Title

**Proposals or Bids not signed shall be declared as "Non-Responsive"
and may not be considered for award**



Appendix B
Rear Loading Lowbed ITB – Project# 2023-ROADDEPT-12282023
E-Verify Affidavit

Georgia Security & Immigration Compliance (GSIC) Act
(CONTRACTOR) E-VERIFY AFFIDAVIT AND AGREEMENT

White County Commissioner and Contractor agree that compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-101-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, *stating affirmatively that the individual, firm, or corporation which is contracting with the White County Commissioner has registered with and is participating in the federal work authorization program known as “E-Verify”, web address <https://e-verify.uscis.gov/enroll/>* operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 [(IRCA), P.L. 99-603], *in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.* The undersigned Contractor also verifies that he/she/it is using and will continue to use the federal work authorization program throughout the contract period.

The undersigned Contractor agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the White County Commissioner, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 30010-01-.08 or a substantially similar form. Contractor further agrees the Contractor will advise the White County Commissioner of the hiring of a new subcontractor and will provide White County Commissioner with a Subcontractor Affidavit attesting to the Subcontractor’s name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of the hiring before the Subcontractor begins working on the Project. Contractor also agrees to maintain all records of such compliance for inspection by White County Commissioner at any time and to provide a copy of each such verification to the White County Commissioner at the time the subcontractor(s) is retained to perform such services.

188 9309

E-Verify Employment Eligibility Verification User identification Number

9-22-2022

Date of Authorization to Use Federal Work Authorization Program

Rockland Cargo Equipment, inc.

NAME OF CONTRACTOR

Corporate Secretary - Specialty Sales & Government Contracting

Title of Authorized Officer or Agent of Contractor

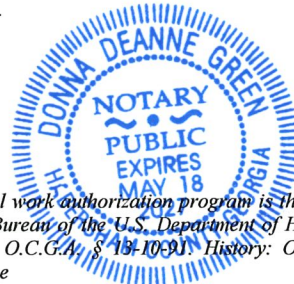
Ricky L. Ayers Ricky L. Ayers

Signature and Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 23 DAY OF January, 2024.

Donna Deanne Green
 Notary Public

My Commission Expires:



** As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the “EEV / Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA). Authority O.C.G.A. § 13-10-91. History: Original Rule entitled “Contractor Affidavit and Agreement” adopted F. May 25, 2007; eff. June*



Appendix C
Rear Loading Lowbed
Project# 2023-ROADDEPT-122282023
Pricing Sheet

Product	Qty	Price Each	Total
Rear Loading Lowbed (see 2.0 for complete specs)	1	\$ 58,089 us Dollars	58,089 us Dollars
Additional Fees, Delivery, etc (if applicable)	0	NONE	NONE
		Total Bid:	\$ 58,089 us Dollars
Expected Completion Time Frame:	40 to 45 Weeks		

Name of Company: Rockland Cargo Equipment, Inc

Address of Company: Remit to: PO Box 80637
Conyers, GA 30013

Physical Address: 1532 Old McDonough Rd
Conyers, GA 30094

Printed Name and Title of Person Authorized to Sign Pricing Sheet:
Ricky L. Ayers, Specialty Sales & Government Contracting

Signature:  Date: 1-15-2024

White County, Georgia

ADDENDUM # 1

January 12, 2024

Rear Loading Lowbed Project# 2023-ROADDEPT-12282023

This addendum is issued to change or clarify the proposal documents associated with the Rear Loading Lowbed, Issued December 28, 2023.

Q. On your bid specifications for a rear loading lowbed, you mention a "12 volt Electric-hydraulic Power Package" but there is no mention of what this power package is for. I am assuming that it is for power ramps but there is no description of what the ramp requirements are. Please advise. Thank You

A. The 12 Volt electric-hydraulic is to power the hydraulic ramps.

Q. How many axles are you wanting on this trailer?

A. 2

Q. Are any of these axles to be suspended in the air and only activated to the ground by hydraulics when the payload is at or near the 70,000# capacity?

2a. 3 axles at 22,500# = 67,500#. There is also trailer weight to be considered as well.

3a. There are 3 different axle specifications that are offered for Gooseneck trailers. The difference is in the wall thickness of the axle:

22,500 Lb Light Wall

25,000 Lb Medium Wall

27,000 Lb Heavy Wall

Absent of the answer to our question #1 above we are of the opinion that the axle weight specified within this solicitation is in error and should have specified 27,000 Lb Heavy Wall Axles?

27,000 X 3 = 81,000 GVWR

That would allow the empty weight of the trailer to be up to 11,000 Lbs., resulting in a 70,000 Lb payload

A. No. The bidder may submit alternate options. We are looking for a 70,000 Lb payload

Q. What is the maximum weight that you are actually planning to haul?

A. 65,000 lbs.

Q. There are two (2) types of goose neck couplers.

1---2-5/16 Ball Coupler

2---King Pin Coupler for Fifth Wheel

a. 4a. Which goose neck coupler does White County Road Department require?

A. This trailer will be pulled by a Mack road tractor (fifth wheel)

Note: A signed acknowledgement of this addendum must be received by the White County Purchasing Assistant and attached to your proposal response.

Vendor Name: ROCKLAND CARGO EQUIPMENT, INC
Address: 1532 Old McDonough Rd
CONYERS, GEORGIA 30094
Email: RICK@ROCKLANDCARGO.COM
Authorized Signature: R. Ayers Date: 1-15-2024
Name (Printed): Ricky L. Ayers Title: Specialty Sales
and
Government Contracting

Rockland Cargo Equipment, Inc.
1532 Old McDonough Rd
Conyers, GA 30094

Bid: ITB Project#2023-ROADDEPT-12282023

2.0 SPECIFICATIONS

- A. one (1) each new Rear Loading Lowbed.
- B. In addition, shipping, off-loading and installation should be included in your bid, if applicable.
- C. Bid specifications are for a 35 ton Payload Lowboy Trailer 45 Foot – 48 Foot in overall length.
- D. Equivalents must, at minimum, meet the specifications listed below.
 - 70, 000# Capacity Payload (R35TL-PS-T1)
 - 48'-0" Overall Length **Our bid submission will be for a 49'-0" overall length**
 - Fixed (Rigid) Gooseneck
 - Full Width Gooseneck
 - 3:1 Gooseneck Slope (18) **Our bid submission is 2.25:1, 24 degrees**
 - Concentrated Load in 16'0"
 - 100,000 P.S.I. Steel Mainbeams **Our submission is with 65,000 P.S.I. Mainbeams**
 - Deck Width – 8'6" (102")
 - Decking – 1 1/2" Apitong (Full Width) **Our submission will be with 2" Nominal thickness, Oak secured to crossmembers via 5/16" torque screws**
 - Decking Securement – Deck Screws
 - 12 Volt Electric-hydraulic Power Package Covered Wheel Wells – ¼" Steel Floor Plate
 - Air Ride Suspension
 - Manual Air Exhaust
 - Anti-Lock Brakes (2S/2M System)
 - Automatic Slack Adjusters
 - Axles – 22,500# (5/8" Wall) with Oil Bearings **Our submission will have two 25,000 lb. axles with oil bath hubs**
 - Lighting – Sealed Beam – Rubber Mounted
 - Air Lines – Glad Hands
 - Electrical – 7 Way Receptacle
 - Lash Rings – 14 Total (7 Each Side/Bent Style)
 - Mud Flaps
 - Red and White Conspicuity Markings
 - Tool Box **Our submission is with under body mounted tool box**
 - 215/75R17.5 Tires **Our submission will be with 235/75R17.5 (J)**

Replacement parts are available for purchase.

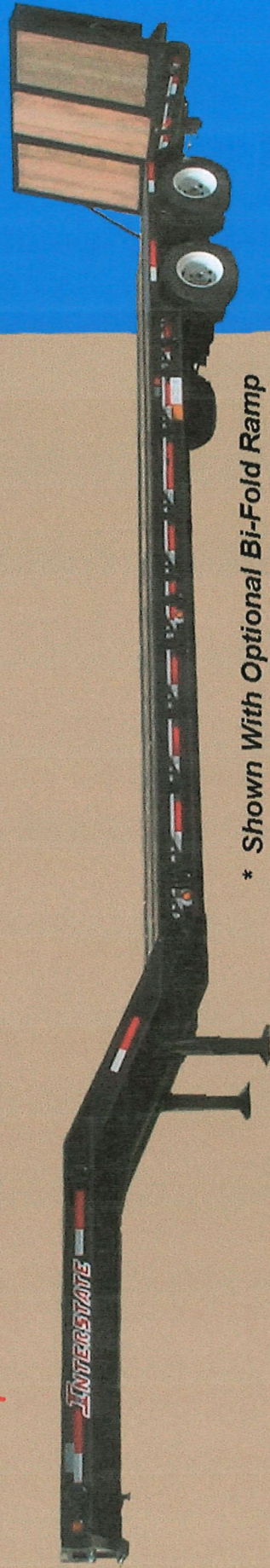
See attached brochure, specifications sheets, cut sheets, warranty sheets.

SEE PAGE 2 FOR ADDITIONAL FEATURES INCLUDED WITH OUR BID SUBMISSION

1. **General Description: 70,000 lb. fixed-neck lowboy trailer with beavertail & ramps**
2. **Load Capacity: 70,000 lbs at 55 mph. (GVWR) 85,000 lbs)**
3. **Landing Gear: Dual 2 speed, 50,000 lb. capacity**
4. **3' x 11' Bi-Fold Hydraulic Ramps**
5. **Frame Construction: Pierced mainbeam construction with one piece interlocking crossmembers.**
 - a. **Mainbeams: 16" width x 50 lbs. per foot, Hi-tensile.**
 - b. **Crossmembers: 10" width I-Beam x 12 lbs. per ft, grade 50 Hi-tensile on 30" centers.**
 - c. **Siderails: C12" x 20.7 lbs. per ft. Grade 50 Hi-tensile**
6. **Other details as illustrated on the 70PRC cut sheet**

INTERSTATE TRAILERS, INC

*Rockland Cargo Equipment
1532 Old McDonough Rd
Conyers, GA 30094*



* Shown With Optional Bi-Fold Ramp
And Outriggers

70,000 lb. Load
Capacity

235/75R17.5 (H)
Tires On Steel
Disc Wheels

Hutch Multi-
Point Spring
Suspension

Full Width Neck
With 24° Riser

Dual 2 Speed
Landing Gear

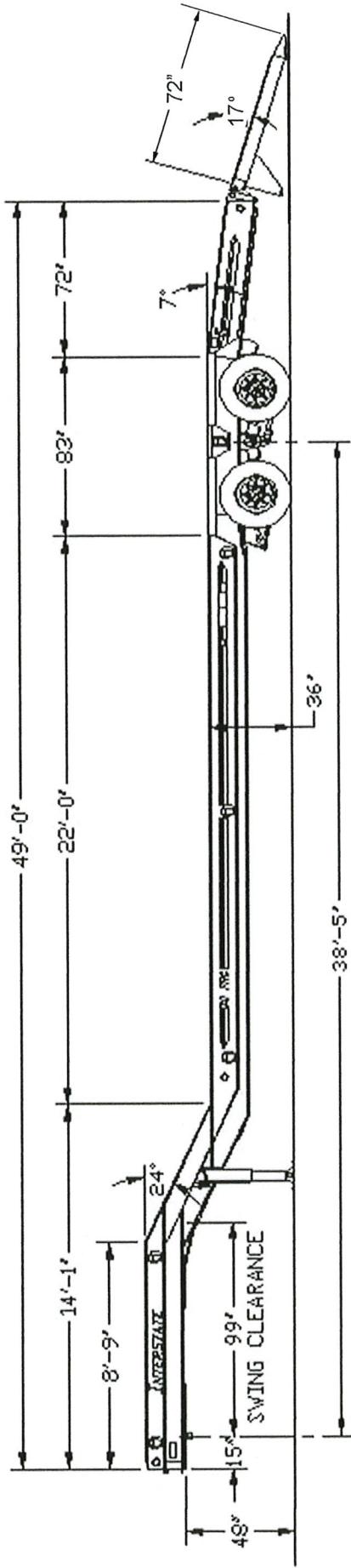
2" Oak Decking

70PRO

THE
DEFINITION
OF VALUE

For Nearest Dealer Call: 800-433-5384

*Rockland Cargo Equipment
 1532 Old McDough Rd
 Conyers, GA 30994*



MODEL: 70PRC

CAPACITY: 70,000 lbs. @ 65mph.
Overall Weight: 17,500 lbs
Overall Length: 49'-0"
Overall Width: 8'-6"
Deck Length: 28'-11"
Deck Height: 36"
Dovetail Length: 6'-0"
Ramp Length: 6'-0"
Ramp Width: 22"
King Pin Setting: 15"
Swing Clearance: 99"
King Pin Height: 48"

Decking: 2" Full Cut Oak
Main Rails: W16" x 50 lbs / ft, Gr. 50 Hi-Tensile
Outside Rails: C12" x 20.7 lbs / ft, Gr. 50 Hi-Tensile
Crossmembers: W10" x 12 lbs / ft, Gr. 50 Hi-Tensile, 30" O.C.
Heavy Duty Axles: (2) Dexter 25,000 lbs. Capacity
Heavy Duty Brakes: 12-1/4" x 7-1/2" Air with ABS
Suspension: Hutchens H-9700 Multi-Point Spring
Tires: (8) 235/75R17.5, (H), 5,675 lbs. Capacity Each
Wheels: 8 Hole, Hub Piloted Steel Disc, 17.5 x 6.75
Lights & Electric: LED Lighting With Sealed, Modular Wiring System. DOT Approved
Hitch: 2" SAE King Pin
Landing Gear: Dual, 2 Speed, 50,000 lbs. Capacity

Interstate Trailers, Inc. reserves the right to change design, material and/or specifications without notice and without incurring any obligations to such changes.

INTERSTATE TRAILERS, Inc.

DATE: _____

SERIAL NO. _____

ORIG. PURCH. _____

MODEL NO. _____

*Rockland Cargo Equipment, Inc
1532 Old McDougall Rd
Conroe, TX 77384*

LIMITED WARRANTY

Interstate Trailers, Inc. warrants each new vehicle manufactured by us to be free from defects in material and workmanship under normal use and service for a period of one year from date of delivery to the original purchaser.

Our obligation under this warranty is to replace free of charge, FOB our factories or at our dealers place of business, any part proven defective within the time limit of this warranty. **Interstate Trailers must receive immediate notification of a defect and must give written authorization before any repairs are made.**

Interstate Trailers' warranty does **NOT** cover: (1) New products which have been operated in excess of rated capacities, (2) Misuse or accidents, (3) Vehicles which have been altered, modified or repaired in any manner not authorized by our company, (4) Second hand or used vehicle. In no way will Interstate Trailers be held liable for consequential damages such as rentals of substitute vehicles, loss of profits or other commercial losses or for damage by flood, fire or act of God.

Further, new vehicle tires are warranted by their respective manufacturers and are not warranted by Interstate Trailers. Interstate Trailers will handle disposition of warranties on all other purchased components such as axles, suspensions, wheels and other purchased parts in conjunction with their respective manufacturers, and under the terms of their respective warranty policies.

Interstate Trailers, Inc. reserves the right to make changes in design and changes or improvements upon its equipment without imposing obligations upon itself to install the same upon its products theretofore manufactured.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW OR OTHERWISE, AND THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE.

Customer Registration Required By Law

Federal regulations require motor vehicle manufacturers to maintain a record of original owners of their equipment. Our Warranty Registration fulfills this requirement. Please make every effort to complete this document.

FEDERAL EXCISE TAX LIABILITY

TAX EXEMPTION GUIDELINES FOR STATE AGENCIES

SUBJECT: Guidelines and Rules Governing the Payment of State, Federal and Local Taxes by State Agencies

Heavy Trucks, Trailers and Chassis

A federal tax of 12% of the sale price is levied on the first retail sale of a heavy truck, truck trailer, a semitrailer or a tractor used for highway transportation. This includes related parts and accessories exceeding \$200. Because this is a retail tax (imposed at the retailer level), it should be itemized separately on the vendor's invoice and, consequently, should be easy to detect. **State agencies are exempt from the tax on trucks, trailers and truck chassis.**

Rockland Cargo Equipment does not have a FET tax number. Therefore, the exemption for FET would reside with White County as being "the first retail buyer".

While Rockland Cargo Equipment does not anticipate the FET as even being considered with this sale, we must make it clear that Rockland Cargo Equipment will not be responsible for any Federal Excise Taxes that could be called into question for this sale.

Typically, State agencies and County Governments, Municipalities would have their FET exemption credentials or would be exempted based upon their identification as a state agency, county government, or municipality.



White County
Georgia

December 2023

Monthly Financial Report

February 5, 2024



General Fund Revenues & Expenditures

FY2024 Approved Budget = \$27,983,509

December

Revenues - \$ 6,876,715

Expenditures - \$ 2,309,145

YTD

Revenues - \$ 19,416,363 (69%)

Expenditures - \$ 13,800,439 (49%)

6 months of 12 = 50%



FY2020 – 2024 Alcohol Taxes & Fees

FY2024 Budget = \$156,840 62% Rec'd

Description	FY2020	FY2021	FY2022	FY2023	FY2024
License Fees	\$45,435	\$42,258	\$42,412	\$ 49,596	\$ 43,514
Excise Tax	\$86,457	\$102,169	\$98,094	\$ 100,078	\$ 53,756
Total Alcohol Fees & Taxes	\$131,892	\$144,427	\$140,506	\$ 149,674	\$ 97,270



FY2020 – 2024 TAVT (Title Ad Valorem Tax)

FY2024 Budget = \$1,900,000 57% Rec'd

Month	FY2020	FY2021	FY2022	FY2023	FY2024
JUL	\$136,306	\$153,972	\$160,887	\$161,796	\$180,825
AUG	\$144,099	\$152,696	\$166,466	\$182,277	\$182,031
SEP	\$135,669	\$131,587	\$175,054	\$169,663	\$172,291
OCT	\$117,060	\$130,468	\$149,876	\$133,911	\$207,001
NOV	\$109,057	\$110,052	\$141,044	\$163,468	\$174,881
DEC	\$116,593	\$144,212	\$178,495	\$146,906	\$174,179
JAN	\$145,633	\$135,662	\$122,128	\$164,670	
FEB	\$113,050	\$150,507	\$160,983	\$158,073	
MAR	\$135,855	\$187,822	\$188,453	\$208,550	
APR	\$77,925	\$185,809	\$156,077	\$151,766	
MAY	\$113,550	\$179,239	\$167,551	\$155,830	
JUN	\$134,243	\$155,585	\$188,531	\$173,528	
TOTALS	\$1,479,040	\$1,817,611	\$1,955,545	\$1,970,438	\$1,091,208



FY2020 – 2024 Local Option Sales Tax

FY2024 Budget = \$4,550,000 55% Rec'd

Month	FY2020	FY2021	FY2022	FY2023	FY2024
JUL	\$262,785	\$297,868	\$373,325	\$406,727	\$414,648
AUG	\$286,083	\$312,028	\$400,728	\$432,997	\$476,329
SEP	\$254,983	\$536,860	\$353,260	\$370,726	\$398,808
OCT	\$256,146	\$303,063	\$333,517	\$382,268	\$406,479
NOV	\$268,171	\$327,889	\$371,966	\$434,395	\$425,734
DEC	\$255,898	\$302,201	\$367,858	\$383,378	\$403,234
JAN	\$266,878	\$332,728	\$379,436	\$417,954	
FEB	\$229,921	\$271,627	\$305,170	\$325,798	
MAR	\$210,195	\$259,792	\$304,125	\$319,169	
APR	\$228,103	\$320,464	\$363,527	\$367,135	
MAY	\$213,733	\$319,636	\$359,678	\$368,755	
JUN	\$268,557	\$342,165	\$369,094	\$386,787	
TOTAL	\$3,001,453	\$3,926,321	\$4,281,684	\$4,596,089	\$2,525,232



FY2020 – 2024 Hotel / Motel Tax

FY2024 Budget - \$2,375,000 50% Rec'd

Month	FY2020	FY2021	FY2022	FY2023	FY2024
JUL	\$104,588	\$120,932	\$176,808	\$176,867	\$195,798
AUG	\$125,026	\$176,030	\$267,524	\$222,704	\$210,129
SEP	\$83,767	\$124,013	\$190,448	\$161,576	\$187,899
OCT	\$95,041	\$160,567	\$183,901	\$172,494	\$175,878
NOV	\$123,552	\$174,828	\$188,515	\$247,179	\$211,246
DEC	\$99,301	\$170,745	\$230,510	\$190,034	\$209,312
JAN	\$98,634	\$148,085	\$176,886	\$165,397	
FEB	\$59,018	\$98,423	\$126,946	\$131,564	
MAR	\$50,630	\$105,446	\$117,928	\$114,009	
APR	\$46,562	\$131,277	\$171,026	\$122,786	
MAY	\$17,970	\$135,444	\$123,877	\$154,619	
JUN	\$72,217	\$156,170	\$171,676	\$148,020	
TOTAL	\$976,306	\$1,701,960	\$2,126,045	\$2,007,249	\$1,190,262



Separate Funds FY2024 Budget to Actual

December 2023

Fund	Total Budget	Cost to Gen Fund	Revenues YTD	Expenditures YTD	% Spent
Solid Waste	\$182,420	\$0	\$79,684	\$237,315	130%
E-911	\$1,420,127	\$750,000	\$564,845	\$687,271	48%
ARDEO	\$919,537	\$0	\$330,404	\$321,136	35%
Enotah Judicial	\$1,397,714	\$326,481	\$560,619	\$441,949	32%



2020 SPLOST

Start Date: December 2020

End Date: November 2026

December 2023 is 37th month of 72

Receipts = \$ 672,057

1% County Administration Fee = \$ 6,721

Cleveland & Helen portions = \$ 133,067 each

County portion = \$ 399,202

Earmarked Debt Service Funds = \$ 65,000

Project Fund Account = \$ 334,202



SPLOST2020 Receipts

Calendar Year History - Total To Date \$22,586,008

MONTH	2020	2021	2022	2023	2024	2025	2026
JAN	-	\$554,546	\$632,394	\$702,001			
FEB	-	\$452,713	\$508,617	\$542,956			
MAR	-	\$432,988	\$506,875	\$532,035			
APR	-	\$534,107	\$605,877	\$622,417			
MAY	-	\$532,726	\$599,464	\$604,603			
JUN	-	\$570,279	\$615,157	\$644,907			
JUL	-	\$622,210	\$677,879	\$691,119			
AUG	-	\$667,881	\$721,663	\$789,168			
SEP	-	\$588,768	\$617,383	\$664,680			
OCT	-	\$555,862	\$630,001	\$677,468			
NOV	-	\$619,945	\$723,945	\$709,557			
DEC	\$503,663	\$613,097	\$645,000	\$672,057			-
TOTAL	\$503,663	\$6,745,122	\$7,484,255	\$7,852,968			



White County
Georgia

QUESTIONS & COMMENTS