



WHITE COUNTY BOARD OF COMMISSIONERS

REGULAR MEETING

MONDAY, MAY 6, 2024 AT 4:30 P.M.

AGENDA

1. Call to Order.
2. Pledge of Allegiance.
3. Invocation – Rev. Tim Morgan, Faith Lutheran Church & White County Ministerial Alliance.
4. Consider adoption of the following meeting minutes:
 - April 1, 2024 Regular Meeting;
 - April 15, 2024 FY2025 Budget Work Session; and
 - April 29, 2024 Work Session & Called Meeting including Executive Session Minutes.

Presentations

5. Presentation of proclamation to Mr. Andy Negra in honor & celebration of his 100th birthday.

New Business

6. Consider approval of the FY2024 Addendum #1 for the Legacy Link contract for services provided by the Senior Center.
7. Consider approval of purchase and implementation of TimeClock Plus (TCP) Software.
8. Consider approval of the purchase of three (3) network switches for the Sheriff's Office.
9. Ms. Rose Kisaalita, Interim Finance Director, to present the monthly Financial Status Report.
10. County Manager Comment.
11. Commissioner Comment.
12. Public Comment.
13. Announcements:
 - Monday, May 27, 2024 – Memorial Day, County Offices will be closed
 - Monday, June 3, 2024 - Board of Commissioners Meeting @ 4:30 p.m.
14. Consider entering into Executive Session in order to discuss matters of personnel.
15. Adjourn.

WHITE COUNTY BOARD OF COMMISSIONERS

MINUTES OF THE FISCAL YEAR 2025 BUDGET WORK SESSION

HELD MONDAY, APRIL 15, 2024 AT 8:30 A.M.

The White County Board of Commissioners held a Budget Work Session for the 2025 Fiscal Year. Present for the meeting were: Chairman Travis Turner, Commissioner Terry Goodger, Commissioner Lyn Holcomb, Commissioner Edwin Nix, Commissioner Craig Bryant, County Manager Billy Pittard, and County Clerk Shanda Murphy.

Chairman Turner called the meeting to order.

Mr. Pittard expressed his appreciation to all departments who had worked very hard on developing the draft budget making many reductions, where possible, in order to make the implementation of the Classification Compensation Study a reality. He called the Board's attention to the documents which had been provided to them with their budget binders - a General Fund Expense Summary Sheet, a General Fund Revenue Summary Sheet, an overall summary of the major changes made within the departmental budgets, and the three-year budget history. He noted that many expense items from the General Fund Countywide Department (110) had been reclassified to other specific departments for more appropriate accountability and reviewed the significant increases in the FY 2025 Draft Budget. Significant increases noted in expenses included the Emergency Medical Services (EMS) contract increasing \$189,485.00, the cost of implementing the class / comp study being \$1,494,860.00, and a projected increase in health insurance premiums of \$400,000.00. Significant increases noted in revenues included a projected increase of \$1,300,000.00 in ad valorem tax, an increase of \$385,000.00 in LOST revenue, an increase in interest of \$535,000.00, and a projected increase of \$129,000.00 in insurance premium tax. Mr. Pittard did note that the Assessor's Office is in the third-year review period for compliance with the sales ratio required by the Georgia Department of Revenue – as the county's sales ratio had been below the required threshold for a two-year period and they are having to be aggressive with assessments in order to hopefully avoid penalty. He stated that he knows that property owners get upset when their assessments increase, however that is a result of the market not of anything the county can control – which is an issue across the state, not just in White County. Chairman Turner expressed his appreciation to Mr. Pittard for the work he had put into developing the draft budget information and for reviewing this information in advance on a one-on-one basis with the Board – which has resulted in a much smoother process.

Mr. Ricky Barrett, Coroner, presented a request for the Coroner's Office FY 2025 Budget. He stated that he believed he had a solution which would accomplish what he needed without increasing the budget. He indicated that he currently has three (3) Deputy Coroners who are paid \$5,000.00 annually and he wants to increase that salary to \$7,500.00 annually. In order to do this, he would change one (1) of the Deputy Coroner's to a back-up only and reduce his salary to \$2,500.00 annually. He would also reduce the expense listed under Professional Services Medical to \$0.00 and increase the salary line item by that amount. He would also increase his salary by \$260.06 to make it an even \$35,000.00 annually. There was a consensus of the Board to support the changes to the budget as Mr. Barrett presented.

Mr. Nathan Eason, Extension Agent, presented a request for the Extension Office FY 2025 Budget. He stated that the increase being requested was \$7,877.00 which included an increase in vehicle insurance, an increase in travel expense, funds for new office chairs, a county match for the 4% increase given by the state (\$1,829.00) on the county portion of his and the 4-H Assistant's salaries, a \$3,211.00 increase for the Administrative Assistant, and a \$600.00 increase for the part-time program assistant. He did note that the Board of Education had committed to funding their matching portion of the requests being made. There was a consensus of the Board to support the changes to the budget as Mr. Eason presented.

April 15, 2024 – FY 2025 Budget Work Session Minutes (continued)

Mr. Pittard stated that the increases for positions in the Coroner’s Office and the Extension Office were not included in the class / comp study.

Ms. Ashley Gilder with MSI Benefits Group presented Employee Benefits Program Renewal Options for FY 2025. Following the review of some historic data, Ms. Gilder presented the Cigna renewal of +9% (\$346,206.00). Following discussion regarding the current plan design and employee premium structure, there was a consensus of the Board to move forward on thr FY 25 renewal with Cigna with a single plan option including a reduction in co-pays based on the current Base Plan, and with a \$10.00 per pay period increase in employee payroll deductions across all tiers. The calculated annual increase for this option was \$265,762.00 (not including the increase in deductions) \$257,563.00 (including the increase in deductions).

Mr. Pittard reviewed the Assessor’s Office FY 25 budget request including recommended audit expenses from the department, following discussion there was a consensus of the Board that they only wanted to move forward with the Homestead Audit based on a cost of \$31,000.00. The Board also instructed Mr. Pittard to increase the contingency currently included in the draft budget from \$250,000.00 to \$300,000.00 or 1% of the General Fund Budget – whichever he deemed most appropriate. The Board also authorized Mr. Pittard to include the increase requested by Avita (mental health services) from \$10,000.00 to \$11,000.00. In closing Mr. Pittard advised the Board that currently there are a few unknowns pertaining to the FY 2025 Budget, including the Enotah Judicial Circuit Budget and the renewal cost for property & liability insurance, however with the information presented in this Work Session – he hoped the Board now has a good idea of what to expect for the most part.

Chairman Turner adjourned the meeting.

The minutes of the April 15, 2024 Fiscal Year 2025 Budget Work Session were approved as stated this 6th day of May, 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, APRIL 29, 2024 AT 4:30 P.M.

The White County Board of Commissioners held a Work Session and Called Meeting on Monday, April 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, Interim Finance Director Rose Kisaalita, and County Clerk Shanda Murphy.

Chairman Turner called the meeting to order. He introduced Ms. Rose Kisaalita as the new Interim Finance Director for White County. He also recognized Ms. Shanda Murphy as the recipient of the 2024 Georgia County Clerk of the Year, as was presented the past weekend at the annual ACCG Conference in Savannah, Georgia.

Chairman Turner read the following statement as was printed on the meeting agenda: “In reference to land use agenda item #2 – 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 March 25, 2024. 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 SW West Cleveland LLC, on behalf of Dennis Brown, to redistrict property located at 0 Ed Lewis Road Cleveland, Georgia 30528 from R-1, Residential Single-Family District to C-1, Community Commercial District. Tax map and parcel 021-011A. Total acreage is 2.00. He stated the rezoning request was being made in order to build a Dollar General Plus store at the location for which the entrance would be off Ed Lewis Road, due to the access from Hwy 115 West not meeting Georgia Department of Transportation (GDOT) site distance requirements. He explained that the developer planned to pave Ed Lewis Road (currently a county dirt road) past the store entrance and widen the access. Mr. Sell stated the Planning Commission held a public hearing on the application, at which several citizens expressed their opposition to the rezoning based on safety concerns and preserving the character of the neighborhood. He summarized the opposing comments made at the public hearing and advised the Planning Commission recommended denial of the application due to commercial zoning not being conducive to the neighborhood and their desire to preserve the residential nature of the neighborhood. Mr. Charlie Stewart, SW West Cleveland, LLC represented the application, confirmed the information presented was accurate, and provided additional details on the plans for the store entrance off Ed Lewis Road.

Upon a motion made by Commissioner Nix, seconded by Commissioner Holcomb there was a unanimous vote to deny the land use application filed by SW West Cleveland LLC, on behalf of Dennis Brown, to redistrict property located at 0 Ed Lewis Road Cleveland, Georgia 30528 from R-1, Residential Single-Family District to C-1, Community Commercial District. Tax map and parcel 021-011A. Total acreage is 2.00. – based on the safety concerns of the access being off a narrow county dirt road, increased traffic in the residential area and the request not being appropriate for the residential character of the neighborhood.

Mr. Sell presented the appeal filed by Ms. Tamara Adelberg requesting the removal of 37 Thornblade Trail Cleveland, Georgia 30528 – tax map / parcel 017-084C, 1.16 acres – from the Short-Term Rental Subdivision Map. He explained that when the Thornblade subdivision was developed, the developer did not include this parcel as part of the subdivision and when staff was creating the STR Subdivision Map this parcel was referenced as part of the subdivision based on the level of detail which was used, however Ms. Adelberg has

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

provided additional information which demonstrates the parcel meets the criteria to be excluded from the map. Ms. Adelberg confirmed the information presented.

Upon a motion made by Commissioner Nix, seconded by Commissioner Goodger there was a unanimous vote to approve the appeal filed by Ms. Tamara Adelberg requesting the removal of 37 Thornblade Trail Cleveland, Georgia 30528 – tax map / parcel 017-084C, 1.16 acres – from the Short-Term Rental Subdivision Map.

Mr. Sell presented the appeal filed by Mr. Stephen Kramer requesting the addition of Wild Turkey Trail - as a portion of Tesnatee Ridge / Creek Estates – to the Short-Term Rental Subdivision Map. He stated this portion of the Tesnatee Ridge / Creek Estates subdivision had been overlooked in development of the STR Subdivision Map and upon review of the information presented by Mr. Kramer, the referenced property does meet the criteria to be included in this map. Mr. Mathue Joiner represented the appeal and stated the neighborhood had previously successfully opposed a short-term rental in the subdivision.

Upon a motion made by Commissioner Goodger, seconded by Commissioner Bryant there was a unanimous vote to approve the appeal filed by Mr. Stephen Kramer requesting the addition of Wild Turkey Trail - as a portion of Tesnatee Ridge / Creek Estates – to the Short-Term Rental Subdivision Map.

Mr. Sell presented the appeal filed by Mr. John and Ms. Angela Kelley requesting the removal of 734 Wooten Road – tax map / parcel 051A-026, 25.19 acres – from the Short-Term Rental Subdivision Map. He stated the Kelley's are in the process of selling this property and a potential buyer inquired about the eligibility to operate a short-term rental at this location and with the property having been part of the Mt. Scenic Estates subdivision platted in 1967 this would not be permitted and the Kelley's wanted to appeal this. He explained that originally the subdivision was made up of 146 lots and over time lots had been combined as is the case with the Kelley's property which was lots 98, 99, and 100 on the 1967 plat and these were later combined in 1996 as a 25.19-acre parcel. Mr. Sell recommended that in order to preserve the integrity of the STR Subdivision Map and not set a precedent for removal, he recommended the appeal be denied based on the approved criteria for the definition of a subdivision being four (4) or more lots of common development platted together based on the 1967 plat. Mr. and Ms. Kelley stated they had never been aware that their property was part of a subdivision, there are no covenants, there is not a homeowner's association, and they maintain their portion of the road. They also provided the Commissioners with a handout showing pictures of surrounding properties – stating that all the information they were presenting showed there is no evidence their property is part of a subdivision.

There was a motion made by Commissioner Holcomb to approve the appeal filed by Mr. John and Ms. Amanda Kelley requesting the removal of 734 Wooten Road – tax map / parcel 051A-026, 25.19 acres – from the Short-Term Rental Subdivision Map. The motion died for lack of a second.

Upon a motion made by Commissioner Nix, seconded by Commissioner Goodger there was a vote to deny the appeal filed by Mr. John and Ms. Amanda Kelley requesting the removal of 734 Wooten Road – tax map / parcel 051A-026, 25.19 acres – from the Short-Term Rental Subdivision Map based on the adopted criteria for the property to be included as a subdivision on the STR Subdivision Map based on the 1967 plat of Mt. Scenic Estates. Chairman Turner and Commissioner Bryant voted in favor of the motion. Commissioner Holcomb opposed the motion. The motion to deny the appeal to be removed from the STR Subdivision Map passed by a 4-1 vote.

Mr. Joel Witcher, IT Director, presented a contract with Auvik US, Inc for cloud-based network monitoring services in the amount of \$9,874.00. He stated the service would be billed annually on a per network switch

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

basis and would automate the network mapping process, which would be a much more efficient process. Mr. Witcher also stated this was a budgeted expense.

Upon a motion made by Commissioner Nix, seconded by Commissioner Bryant there was a unanimous vote to approve a contract with Auvik US, Inc. for cloud-based network monitoring services in the amount of \$9,874.00 to be paid through the General Fund Network Department Budget.

Mr. Derick Canupp, Director of Public Works, presented a Change Order #1 for the Pittman Construction, Inc. contract in order to extend the scope of the contract to include the 2024 Local Road Assistance (LRA) Grant projects –patching of Pless Road, Lothridge Road, and Asa Dorsey Road – bringing the contract total to \$1,724,972.35 (\$649,933.50 increase) with funding as follows: \$476,005.35 (LMIG), \$589,521.38 (LRA) and \$659,445.62 (SPLOST). He advised that with the addition of the Local Maintenance Assistance (LRA) grant, the most cost-effective option was to add this additional work to the recently approved contract with Pittman Construction, Inc.

Upon a motion made by Commissioner Bryant, seconded by Commissioner Nix there was a unanimous vote to approve Change Order #1 for the Pittman Construction, Inc. contract in order to extend the scope of the contract to include the 2024 Local Road Assistance (LRA) Grant projects –patching of Pless Road, Lothridge Road, and Asa Dorsey Road – bringing the contract total to \$1,724,972.35 (\$649,933.50 increase) with funding as follows: \$476,005.35 (LMIG), \$589,521.38 (LRA) and \$659,445.62 (SPLOST).

Mr. Canupp presented the bids received for the reconstruction of the parking area at Fire Station No. 4 (Westmoreland Road). He stated the pavement around the fire station was in very poor condition and would require complete reconstruction. He recommended the project be awarded to the low bidder MHB Paving in the amount of \$196,482.65 with SPLOST as the recommended funding source.

Upon a motion made by Commissioner Holcomb, seconded by Commissioner Nix, there was a unanimous vote to table this item.

Mr. Canupp presented a surplus resolution for three (3) county vehicles, which were no longer of use for the county, to be sold by online auction.

Upon a motion made by Commissioner Holcomb, seconded by Commissioner Goodger there was a unanimous vote to adopt County Resolution No. 2024-08:

WHITE COUNTY BOARD OF COMMISSIONERS

RESOLUTION NO. 2024-08

TO DECLARE CERTAIN PROPERTY OWNED BY WHITE COUNTY TO BE SURPLUS PROPERTY; TO PROVIDE FOR THE DISPOSAL OF SAID PROPERTY BY ON-LINE AUCTION THROUGH GOVDEALS; TO PROVIDE FOR ADVERTISING OF SAID DISPOSITION OF SAID PROPERTY; AND TO AUTHORIZE A REPRESENTATIVE OF WHITE COUNTY TO EXECUTE ANY TITLE TRANSFERS AND BILLS OF SALE ON THE PROPERTY

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

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

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

-1-

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

-2-

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

-3-

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

ADOPTED, this 29th day of April 2024.

WHITE COUNTY BOARD OF COMMISSIONERS

Travis C. Turner, Chairman

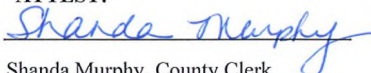
ATTEST:

Shanda Murphy, County Clerk

EXHIBIT A

Item	VIN
1977 GMC 6500 Water Truck	TCE667V578522
1995 Ford Van	1FBJS31H5SHA75161
2013 Dodge Charger	2C3CDXAT4DH670627

-End of County Resolution No. 2024-08-

The agenda for the May 6, 2024 Regular Meeting was reviewed.

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

-See The Following Closed Meeting Affidavit-

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

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

Upon a motion made by Commissioner Holcomb, seconded by Chairman Turner there was a unanimous vote to adjourn the meeting.

The minutes of the April 29, 2024 Work Session & Called Meeting were hereby approved as stated this 6th day of May, 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 REGULAR MEETING HELD

MONDAY, APRIL 1, 2024 AT 4:30 P.M.

The White County Board of Commissioners held a Regular Meeting on Monday, April 1, 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, and County Clerk Shanda Murphy.

Chairman Turner called the meeting to order.

Following the Pledge of Allegiance, Pastor Jeff Groves of The Bridge Church and The White County Ministerial, provided the invocation.

Upon a motion made by Commissioner Bryant, seconded by Commissioner Holcomb there was a unanimous vote to adopt the minutes of the March 4, 2024 Regular Meeting and the March 25, 2024 Work Session & Called Meeting.

A proclamation was presented in recognition and appreciation of the White County Public Safety 911 Communications Personnel.

Ms. Kathy Wood, Northeast Georgia Southern Off Road Bicycle Association, presented Yonah Preserve Trails related artwork to White County. This was a tapestry for display depicting the 152-year-old “Majestic Sycamore” tree at Yonah Preserve crafted by Theresa Bradley.

Mr. Derick Canupp, Director of Public Works, presented the bids received for the 2024 LMIG (Local Maintenance & Improvement Grant) Project to include patching Albert Reid Road, Kinsey Town Road, and overlaying Adair Mill Road. He recommended this be awarded to the low bidder Pittman Construction in the amount of \$1,075,038.85. The LMIG funds received were \$476,005.65 and the project would require \$599,033.20 in SPLOST funding. Mr. Canupp advised it would be approximately six to eight weeks before the work would begin.

Upon a motion made by Commissioner Nix, seconded by Commissioner Goodger there was a unanimous vote to award the 2024 LMIG (Local Maintenance & Improvement Grant) Project to include patching Albert Reid Road, Kinsey Town Road, and overlaying Adair Mill Road to Pittman Construction in the amount of \$1,075,038.85 – with funding to be \$476,005.65 from LMIG and \$599,033.20 in SPLOST funding.

Mr. Canupp presented an application for Georgia Department of Transportation (GDOT) 2024 Supplemental Local Road Assistance (LRA) grant and recommended for these funds to be used for deep patching on Lothridge Road and Pless Road. He estimated the project cost would be \$670,743.25 which could be funded with the \$589,521.38 LRA grant and \$81,221.87 in SPLOST funds. He advised that the contract for this project would be brought before the Board for award at a future date once the grant funds were received.

Upon a motion made by Commissioner Bryant, seconded by Commissioner Holcomb there was a unanimous vote to approve the application for Georgia Department of Transportation (GDOT) 2024 Supplemental Local Road Assistance (LRA) grant and for these funds to be used for deep patching on Lothridge Road and Pless Road.

Mr. David Murphy, Public Safety Director, introduced a proposal for District 2 Public Health, Emergency Preparedness to purchase and install an emergency generator for vaccine storage at the White County Health Department Facility. Mr. Mark Palen, Director of Emergency Preparedness District 2 Public Health, advised

April 1, 2024 – Regular Meeting Minutes (continued)

that carryover funds were available for the project and there would be no cost to the county. He stated that the generator installed price would be \$9,195.00 plus a \$5,500.00 meter drop charge for Georgia Natural Gas connection and he just needed the county's permission to have this work done at the county building housing the White County Health Department.

Upon a motion made by Commissioner Holcomb, seconded by Commissioner Nix there was a unanimous vote to approve District 2 Public Health, Emergency Preparedness to purchase and install an emergency generator for vaccine storage at the White County Health Department Facility.

Upon a motion made by Commissioner Goodger, seconded by Commissioner Holcomb, there was a unanimous vote to approve the implementation of the 2023-2024 Classification Compensation Study in the Fiscal Year 2025 Budget. The Board emphasized that it would be very important for all departments to be frugal in their spending as the goal is to be able to have this implemented without a millage rate increase and hopefully with some rollback of the millage rate.

Chairman Turner announced that \$3 million in state funding for the county's new library building project had been included in the State's Fiscal Year 2025 Budget. He expressed appreciation to Senator Steve Gooch and Representative Stan Gunter for their championing of the request for these funds. Commissioner Goodger stated that he had been made aware of Congressionally Directed Funding available through U.S. Senator John Ossoff's Office and the deadline for requests for this funding is April 5, 2024. Ms. Delana Knight, Northeast Georgia Regional Librarian expressed her enthusiasm regarding the state funding received and the opportunity to possibly receive additional federal funding for this much needed project.

Upon a motion made by Commissioner Holcomb, seconded by Commissioner Goodger there was a unanimous vote to approve the application for \$3,000,000.00 in Federal Congressional Directed Spending through U.S. Senator Ossoff's Office for funding for the Library Construction Project.

Mr. Pittard presented the monthly Financial State Report (see attached).

During County Manager Comments, Mr. Pittard stated that he is pleased with the Fiscal Year 2025 Budget process thus far.

Commissioner Goodger stated that he appreciated everyone's help with the library project and stated that he was very pleased with the results of the county taking over operation of the Transfer Station.

Commissioner Holcomb stated that he was also very pleased with the Transfer Station operations.

Chairman Turner expressed his appreciation again to Senator Gooch and Representative Gunter for their work on securing funding for the library project in the State's Fiscal Year 2025 Budget.

Chairman Turner opened the floor for public participation.

Mr. Chris Dorsey, 164 Mill Lane Cleveland, Ga – expressed his concern regarding any concessions that might be tied to federal funds received for the library project. He stated that any concessions should be made public. He submitted his written comments for the meeting record file.

Ms. Joanna Tuttle with the Sautee Nacoochee Community Association urged the Board to consider adopting the Historic Preservation Ordinance which had been on the table for some time. She recommended scheduling a work session with Mr. Joe Rothwell, Planner with the Georgia Mountains Regional Commission.

April 1, 2024 – Regular Meeting Minutes (continued)

Mr. Doug Patterson, 326 Hawthorne Drive Cleveland, Ga – he cautioned the Board on accepting the state and federal funds for the library project stating, “the devil is in the details”.

With no additional public comments, Chairman Turner closed the floor.

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

The minutes of the April 1, 2024 Regular Meeting were approved as stated this 6th day of May, 2024.

WHITE COUNTY BOARD OF COMMISSIONERS

Travis C. Turner, Chairman

Terry D. Goodger, District 1

Lyn Holcomb, District 2

Edwin Nix, District 3

Criag Bryant, District 4

Shanda Murphy, County Clerk



WHITE COUNTY

Board of Commissioners

Item Title: FY2024 Addendum #1 Legacy Link Contract

For Meeting Date: 5/6/2024

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

Category (Select One): Contract / IGA

Submitted By: Barbara Overton, Senior Center Director

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

1. FY2024 Addendum #1 Legacy Link Contract
2. FY2024 Addendum #1 LL Contract Supporting Documentation
3. _____

Purpose:

Requesting approval of the FY2024 Addendum #1 Legacy Link contract for services provided by the Senior Center.

Background / Summary:

- This Addendum includes ARPA funds remaining to be spent down by the end of FY2024.
- ARPA Fund Support includes:
 - Material Aid to clients totalling \$35,587
 - Congregate Meals totalling \$16,901
 - Health Promotion and Activities totalling \$14,320

Department Recommendation:

Approval

Options:

-

Budget Information: Applicable Not Applicable

Budgeted: Yes No

Finance Director's Comments (if applicable):

-

County Manager Comments:

-

**ADDENDUM NO. 1
TO
AGREEMENT**

BETWEEN THE LEGACY LINK, INC., AND WHITE COUNTY COMMISSION

FOR THE PROVISION OF Nutrition program and entered into on the first day of July, 2023.

Said agreement is amended to read as follows.

W I T N E S S E T H:

WHEREAS, the Legacy has entered into an Agreement with the Department of Human Services of the State of Georgia for the purpose of carrying out a component of the Legacy Link, Inc., Area Agency on Aging Plan; and

WHEREAS, this component of said Area Plan on Aging is the provision of Material Aid-Individual services to the elderly

2. Description of Services.

(b) Operation of the nutrition site includes serving one meal a day, five days a week (250 days per year) as specified in the Grant Application incorporated herein, for a total of 11,970 units of congregate nutrition services to 170 elderly persons, 34,900 units of home-delivered nutrition services to 160 elderly persons, and providing 24,388 units of material aid support services to 170 elderly persons and 11,198 units of material aid caregiver services to 45 elderly persons

(d) Provide Wellness services for elderly persons in White County as described in the Legacy Link, Inc., Area Agency Plan for the period July 1, 2023 to June 30, 2024. Services must be performed as provided in Section "D" of Title III of the Older Americans Act of 1965 as amended. A total of 324 units of Lifestyle Management services to 4,656 persons; a total of 48 units of Nutrition Education services to 1,272 persons; a total of 216 units of Physical Activity services to 1,404 persons; a total of 12 units of Program Awareness/Prevention services to 72 persons in White County.

5. Compensation.

(b) The total compensation paid by the Legacy to the Contractor for nutrition site operation pursuant to this Agreement shall not exceed Eighty Three Thousand Fifty Three Dollars (\$83,053.00).

(c) The Legacy agrees to provide federal and state funds for congregate meals in the amount of Forty Thousand Seven Hundred Forty Nine Dollars (\$40,749.00) and federal and state funds for home-delivered meals in the amount of Forty Two Thousand Three Hundred Five Dollars (\$42,305.00).

(e) The total compensation paid by the Legacy to the Contractor for Wellness services pursuant to this agreement shall not exceed Twenty One Thousand Two Hundred Twenty One Dollars (\$21,221.00)

(g) The Legacy agrees to provide federal funds for material aid individual support services in the amount of Twenty Two Thousand Nine Hundred Twenty Five Dollars (\$22,925.00) and material aid caregiver services in the amount of Ten Thousand Four Hundred Sixty Nine Dollars (\$10,469.00).

6. Non-Federal Funds.

(a) As a condition of this Agreement, the Contractor agrees to insure non-federal funds in the amount of Six Thousand Two Hundred Forty Six Dollars (\$6,246.00) will be available for nutrition site operations, and One Thousand Seven Hundred Twenty Seven Dollars (\$1,727.00) for Wellness services, and One Thousand Four Hundred Sixty Three Dollars (\$1,463.00) for material aid support services, and Seven Hundred Twenty Eight (\$728.00) for material caregiver services,

(b) The minimum cash requirement for the term of the Agreement being Forty Two Thousand Seven Hundred Ten Dollars (\$42,710.00) for congregate meals and Eighty Three Thousand One Hundred Sixty Two Dollars (\$83,162.00) for home-delivered meals.

The Contractor shall provide the necessary non-match local resources required for the provision of the services listed in Paragraph two (2) of this contract, this amount being Two Hundred Nine Thousand Eight Hundred Thirty One Dollars (\$209,831.00).

All other terms and conditions of this agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.
THE LEGACY LINK, INC.

BY: _____
Chief Executive Officer/AAA Director

Subscribed and sworn to
in our presence:

Notary Public

CONTRACTOR:
WHITE COUNTY COMMISSION

By: _____
Chairman

Subscribed and sworn to
in our presence:

Notary Public



WHITE COUNTY

Board of Commissioners

Item Title: TimeClock Plus Software / Hardware

For Meeting Date: 5/6/2024

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

Category (Select One): Contract / IGA

Submitted By: Shanda Murphy

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

1. Cost Summary
2. Software Purchase Agreement
3. Hardware Purchase Agreement

Purpose:

Consider purchase and implementation of TimeClock Plus for automated timekeeping across all county departments.

Background / Summary:

- Currently departments submit time to be paid in many different formats - mostly manual with various different summary sheets.
- This requires manual entry by Finance and manual review by Human Resources for each payroll which is very labor intensive and inefficient.
- TimeClock Plus is the only timekeeping system which is compatible with the Harris Financial Software.
- I have spoke with several counties who utilize this program and all are extremely please and stated that this has reduced their payroll processing to by 50%-75% and reduced errors signigicantly.
- Currently the Sheriff's Office and 911 have automated timekeeping systems - those would be obsolete with this implementation of the TimeClock Plus system.
- We would be able to customize the method that an employee would "clock-in" each day - desktop app, mobile phone app (with geo parameters), or touch screen PIN time clock - based on the departmental need.
- Time would be reviewed at the department level and once approved, would be automatically uploaded into the payroll system - eliminating all manual records and entry.
- Year 1 cost - \$21,697.50 & Subsequent years cost - \$11,220.00

Department Recommendation:

Approve purchase and implementation

Options:

- Approve
- Do Not Approve

Budget Information: Applicable Not Applicable

Budgeted: Yes No

Finance Director's Comments (if applicable):

-

County Manager Comments:

-

I have summarized the quotes below and adjusted the cost for the per employee subscription fee.
 Cost year #1 would be \$21,697.50 and subsequent years would be \$11,220.00 – not including the hardware listed at the bottom.

Summary - Harris Timeclock Plus Implementation Cost

Description	Type of Fee	Fee	Notes
Software License Fee	One-Time Fee	\$4,200.00	
Annual Subscription	Annual Fee	\$11,220.00	Based on 330 EE's Using System
Professional Service Fees	One-Time Fees		
Project Management		\$1,500.00	
Installation		\$1,365.00	
Training		\$3,412.50	
Cost Summary			
		\$21,697.50	Year 1
		Includes:	
		\$10,477.50	One Time Fees
		\$11,220.00	Annual Fee

This will be the cost for subsequent years

Description	Type of Fee	Fee	Notes
Hardware			
Touch Screen PIN Time Clock	One-Time Cost	\$2,670.00 each	Road Dept & Jail ?
Shipping & Handling	One-Time Cost	\$200.00	
Installation	One-Time Cost	\$780.00	

PURCHASE AGREEMENT



Date: March 29, 2024
 Contract #: JMB-WHITEGATCPS-032924
 Effective To: May 31, 2024
 Prepared By: Jessica Blackwell

This understanding between WHITE COUNTY at 59 South Main St, Cleveland, GA 30528 ("Purchaser") and Computer Software Innovations, Inc. at 2429 Military Road Suite 300, Niagara Falls, NY 14304 ("Harris") confirms the purchase of the following licensed software products and/or services:

Qty	Item	Price	Ext. Amount
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SOFTWARE LICENSES (ONE-TIME FEES):

1	TCP TimeClock Module Package - SmartFusion Package includes the following modules: <ul style="list-style-type: none"> • SmartFusion Interface • TCP Auto Import Module • TCP Export Module • Advanced Comp Time Tracking • Quad Weekly Overtime • Weighted Overtime • Floating Pay Period • Shift Differential Module • FMLA • Unlimited TCP Web Clock • Unlimited TCP Mobile App (Android/iPhone) • Unlimited TCP Mobile Kiosk 	\$4,200.00	\$4,200.00
ONE-TIME CHARGE ONLY			

Total Software Licenses: \$4,200.00

ANNUAL HOSTING SERVICES (RECURRING ANNUAL FEES):

440	TCP PRO OnDemand Annual Employee Subscription - SmartFusion Annual license fee per employee (sold in packs of 5)	\$34.00	\$14,960.00
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re calculated based on 330

****PLEASE NOTE: LINE ITEMS UNDER ANNUAL HOSTING SERVICES ARE A RECURRING ANNUAL FEE BILLED IN ADDITION TO THE TOTAL ANNUAL MAINTENANCE & SUPPORT AMOUNT NOTED BELOW. EMPLOYEES ADDED AT ANY TIME DURING A CALENDAR MONTH WILL BE CHARGED IN FULL FOR THAT BILLING PERIOD. BECAUSE YOU ARE BILLED IN ADVANCE FOR SERVICES, IF YOU INCREASE YOUR ACTIVE EMPLOYEE COUNT DURING A CALENDAR MONTH, YOU WILL BE CHARGED THE INCREASED EMPLOYEE COUNT INCURRED FROM THE PREVIOUS MONTH. THESE CHARGES WILL BE BILLED TO COINCIDE WITH YOUR CURRENT MAINTENANCE AGREEMENT****

***Total Annual Hosting Services: \$14,960.00**

PURCHASE AGREEMENT

Qty	Item	Price	Ext. Amount
PROFESSIONAL SERVICES (ONE-TIME FEES):			
1	TCP Professional OnDemand Initial Activation - SmartFusion *WAIVED*	\$1,000.00	WAIVED
Application Consulting			
1	TCP Project Management - SmartFusion <ul style="list-style-type: none"> • Project Manager will assist with project, ensure project stays on task, and will act as main point of contact during implementation *ONE-TIME CHARGE ONLY*	\$1,500.00	\$1,500.00
1	Installation of TCP Solution - SmartFusion <ul style="list-style-type: none"> • Includes installation of the TCP software on the database server • Includes SMARTFUSION/TCP interface implementation • Includes TCP software configuration *ONE-TIME CHARGE ONLY*	\$1,365.00	\$1,365.00
2.5	TCP Training - SmartFusion <ul style="list-style-type: none"> • Includes training for time managers and administrators 	\$1,365.00	\$3,412.50

PLEASE NOTE: IF ONSITE TRAINING IS APPROVED BY HARRIS AND PREFERRED BY CUSTOMER, ADDITIONAL TRAVEL EXPENSES WILL APPLY AND WILL BE BILLED SEPARATELY: (lodging, per diem, & mileage - billed separately if onsite training is approved/chosen)..

Total Professional Services: \$6,277.50

TOTAL:	\$25,437.50
TOTAL RECURRING ANNUAL HOSTING SERVICES:	\$14,960.00*
TOTAL RECURRING ANNUAL MAINTENANCE & SUPPORT:	\$924.00**

Thank you so much for your continued support and business!

PRICING NOTES:

- All **SOFTWARE LICENSES** line items (\$4,200.00) and **PROFESSIONAL SERVICES** line items (\$6,277.50) are one-time charges only.
- All **ANNUAL HOSTING SERVICES** line items (\$14,960)* are in addition to the **TOTAL RECURRING ANNUAL MAINTENANCE & SUPPORT** fees (\$924)** = **TOTAL ANNUAL CHARGE of \$15,884.00.**
- Maintenance & Hosting Services will be billed to coincide with current maintenance agreement.

To move forward with this purchase, please return a signed copy of this proposal to Jessica Blackwell, via email to jblackwell@harriscomputer.com on or before **May 31, 2024.**

PURCHASE AGREEMENT

Immediately thereafter the 1st Years Annual Maintenance Fee Period, subsequent Annual Maintenance Fees will be calculated at the then current Harris rate.

All charges are exclusive of out-of-pocket expenses for services performed. Charges for actual and reasonable out-of-pocket expenses, including but not limited to travel and lodging expenses, will be billed monthly as accrued.

Quote does not include applicable sales tax. If the Purchaser is Tax Exempt, a Tax Exemption Certificate (or other documentation) must be provided with this signed Contract. Otherwise, applicable sales tax will be applied at the time of billing.

AGREEMENT TERMS AND CONDITIONS:

1. Definition

a. **Software Applications** "Software Applications" are the computer programs explicitly listed above in the section titled "Software Products" and those indicated using initials by the Purchaser in the section titled "Software Options."

2. Payment Terms

Order will be processed with the return of signed contract and an initial payment of 50% of the total software, professional services, hardware, and customizations as outlined above. Orders will not be processed until both of these two requirements are satisfied.

The remaining fees for the Software Applications shall be invoiced after delivery (CD-ROM or Electronic Transfer) to Purchaser and due thirty (30) days from the date of invoice.

License Transfer Fees, if applicable, shall be invoiced at the start of the project and due in thirty (30) days. Professional Services and any applicable travel and lodging expenses shall be billed monthly as the work is performed. State Taxes are applicable on prices listed. If the Purchaser is Tax Exempt, a Tax Exemption Certificate must be provided with this signed Contract.

3. Delivery Media Type: CD-ROM or Electronic Transfer

4. Delivery Schedule

The parties will agree upon an appropriate training, project, and delivery schedule based on, among other things, the modules in respect of which training is required and the skills and availability of both the Purchaser and Harris staff members.

5. Data Conversion

The success of a data conversion is based on the format and quality of the input data. Unless otherwise indicated, conversion is strictly limited to non-dollar amounts. A typical utility billing conversion includes information such as names, addresses, phone numbers, and services. Only information explicitly listed in this document will be converted. Initial cost estimates for conversion are included in system pricing proposals but these are only estimates until inspections or sample data can be examined to verify data formats and data integrity. Only then can accurate conversion costs be established. Any costs associated with obtaining the data from the existing vendor are the responsibility of the Purchaser. Sample data shall be provided in standard fixed length format with ASCII display characters only. Data must be on a media format readable by Harris. File layouts must include: record size, field length, field starting and ending points, field name, field type, data field description. Our acceptable file formats are listed below:

- Microsoft SQL Server database
- Microsoft Access database
- Visual FoxPro/DBase (DBC/DBF)
- Excel Spreadsheets - with flat data (one record per row/CSV)
- Delimited ASCII files (pipe "|" delimited preferred)

PURCHASE AGREEMENT

Wherever possible, the data extraction shall be done twice. The first extraction is to test and create the conversion tools. The second extraction is done when the implementation is ready to go live.

In the event a data re-conversion is required, for whatever reason, Purchaser will be billed at the original rate quoted above in the Conversion section of the Agreement.

60 Day Integrity Window - it is our goal to get your data right, thus you as a Client have 60 days from the first day of their Go Live to review data for any discrepancies. Items not contained within their source data are excluded. All items found after this 60-day window will be changed at a minimum charge of \$350.

6. Maintenance and Support Fees

Maintenance and Support fees ("MSF") include all program updates, enhancements, and general releases that Harris makes available to the Purchaser as part of its regular software maintenance program. MSF does not include fees for any third-party licenses or Harris services that may be necessary to perform a third-party license upgrade. MSF also includes access to the Harris support hot line.

The initial maintenance amount will be billed on Discovery, which represents the start of services and the ability to obtain support. Payment is due upon receipt of invoice. Harris reserves the right to change maintenance and support fees.

Subsequent years' MSF shall be rendered at the beginning of each year in which services are to be furnished. Lapses in annual MSF and/or balances not paid over sixty (60) days will be monitored and will lead to denial of support, and upgrade privileges. In the event of a lapse, Purchaser will be subject to reactivation fees not to exceed 40% of the current annual MSF applied to each year of the lapse including partial year lapses plus the amount representing "the lapsed" MSF. The specific services provided by the technical support staff are outlined in the Harris Software Support Agreement Standard Guidelines.

7. Additional Customization(s)

The Purchaser and Harris have jointly reviewed the Software Applications and have determined that all items are adequate except as noted in the CUSTOMIZATIONS section. Additional customization(s) or report modifications not identified in this Agreement will be quoted as requested and billed at the hourly rate of \$195.00. Customizations and/or report modifications requested one year or more from the date of this agreement will be billed at the then current Harris hourly rate. No additional customizations will be undertaken without prior agreement by both parties on cost, scope of functionality, and the impact on the project schedule.

Twenty-two percent of any fees associated with any customization services will automatically be added to the Purchaser's MSF.

8. Forms

Purchaser agrees to use standard forms unless otherwise indicated. If purchaser does not order forms from Harris, forms must be approved by Harris Project Manager (named below in Section 15) before ordering. A Change Order may be issued to purchaser by Harris for any report modifications, which will be billed at a rate of one hundred-ninety-five dollars (\$195) per hour.

9. Professional Services

Additional professional services are available on-site or virtually. Virtual work is billed at \$195.00 per hour. On-site work is billed at \$1,365.00 per day plus travel, travel time, lodging and per diem expenses. Work performed one year or more from the date of this agreement will be billed at the then current Harris rates. Help line support does not include training. New employees must be trained by Purchaser or by making arrangements with Harris.

In the event, Purchaser wishes to schedule any professional services on a Saturday; there is a \$250 surcharge. Application consulting and setup services may include but are not limited to: software installation, configuration, data validation, system setup, system balancing, interface setup, interface testing, process training, application training and business requirements gathering.

Scheduling: Harris will use its best efforts to select a mutually agreeable date for services. Cancellation or rescheduling of services must be done five business days or one calendar week prior to scheduled service date. A five-hundred-dollar (\$500) cancellation fee will be assessed for cancellations/rescheduling done outside of the time frame specified.

PURCHASE AGREEMENT

10. Travel and Lodging Expenses

Travel and lodging expenses will be billed in conjunction with any services work performed at the Purchaser's offices by Harris personnel. Lodging expenses will include hotel expenses and will only be charged if an employee is required to spend the evening. Travel expenses may include airfare if the employee is required to travel by air to reach the Purchaser's offices. Travel may include the cost of a rental car. If an employee uses his/her personal vehicle, mileage will be charged at the currently published IRS reimbursement rate. Travel time will be charged for all onsite work at a rate of three hundred dollars (\$300) for up to three days and six hundred dollars (\$600) for four days or more onsite. When an employee is at or traveling to the Purchaser's offices, sixty-five dollars (\$65) per day will be charged to cover meals and incidentals. If an employee must travel on Saturday, Sunday, or a holiday, or is at the purchaser's office on a holiday, one hundred-ten dollars (\$110) per day will be charged to cover meals and incidentals.

Harris will use its best efforts to minimize all travel and lodging expenses. Only actual travel and lodging expenses will be billed to the Purchaser.

11. Grant of License

Harris hereby grants Purchaser a nontransferable, nonexclusive, nonrefundable license under the terms of this Agreement to use the Software Applications on its equipment subject to the following:

- The Purchaser may not sublicense, rent, lease, or assign the Software Applications.
- No license is given to Purchaser for the source code to the Software Applications. The Purchaser is expressly prohibited from reverse engineering, decompiling, or disassembling the Software Applications or from creating a derivative or modified copy of the Software Applications.
- Initial delivery of the Software Application shall be COTS ("Commercial off the shelf"). Purchaser is not relying upon any future product availability or functionality upon entering into the payment obligations under this Agreement

12. Performance by Customer

a. Co-operation by Purchaser: The Purchaser acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Purchaser and its staff and agrees to act reasonably and co-operate fully with the Consultant to achieve the Completion of Services.

b. Required Programs: The Purchaser acknowledges that if the use of the Software requires that the Purchaser obtain and install additional software programs, then the Purchaser agrees that the acquisition of the additional software programs shall be at its sole cost and that the cost thereof is not included in the fees herein. The Purchaser further acknowledges that the operation of the Software requires the Purchaser's hardware to be of sufficient quality, condition and repair, and the Purchaser agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense in order to facilitate the achievement of Completion of Services.

c. Project Manager: The Purchaser shall appoint a project manager who shall work closely with Harris Staff to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Purchaser and their co-operation with and participation in such process.

13. Warranty Disclaimer

Harris does not make, and hereby disclaims, any and all express and/or implied warranties regarding the services or any material provided by Harris to Purchaser pursuant to this agreement, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement, and warranties arising from a course of dealing, usage or trade practice. Further, Harris does not warrant that the Software Licenses will meet any exact user requirements, and that the software will operate error free or uninterrupted. In the event an error is discovered in one of the Software Applications currently covered by MSF, and the error is confirmed, Harris will make reasonable efforts to provide Purchaser with a correction.

It is acknowledged by the parties hereto that the Hardware provided by Harris to Customer pursuant to this Agreement was manufactured and delivered to Customer by a third-party manufacturer and Harris is reselling it to Customer. As such, Harris makes no warranties, express or implied, with respect to the Hardware, including, without limitation, their merchantability or fitness for a particular purpose. Any warranty Customer has with respect to the Hardware shall be solely provided by the manufacturer(s)."

PURCHASE AGREEMENT

14. Limitations on Liability

Purchaser agrees that Harris' liability hereunder for damages, regardless of the form of action, shall be limited to actual direct damages and shall not exceed the charges hereunder paid by Purchaser to Harris. Purchaser further agrees that Harris will not be liable for any other damages including consequential, incidental, special, exemplary damages, lost profits, failure to realize anticipated savings, data loss, loss of goodwill, business opportunities or reputation, economic loss or for any claim for patent or copyright infringement with respect to Licensed Software.

15. Change Order Process

With respect to any proposed changes to the Services defined by this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change in the allocation of the resources of Harris applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require Harris to provide additional work hours, Harris may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

The following individuals are authorized to sign off on change orders on the Purchaser's behalf:

Name: _____ Title: _____

Name: _____ Title: _____

The following individuals are authorized to sign off on change orders on Harris's behalf:

Jason Kelly - Director of Professional Services
Sakura Gibson - Professional Services Manager
Ben Culbertson - Vice President of Sales

16. Cancellation Policy

In the event of cancellation of the Agreement by either party for any reason, Purchaser agrees to pay for all Software Applications delivered, any Professional Services rendered, and T&L expenses incurred prior to the cancellation. Initial down payment of deposit is non-refundable. Purchaser must provide written notification to Harris if it wishes to cancel the Agreement.

Cancellation of any on-site Services by Purchaser is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Cancellation by Purchaser with fourteen (14) days or less of scheduled on-site Services will be billed at fifty percent (50%) of the on-site fee, plus any non-recoverable costs incurred by Harris due to advance scheduling of travel. Additionally, Purchaser hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Harris' then current schedule permits. Harris is not responsible for any delay in Purchaser's project resulting from Purchaser's cancellation of consulting. If additional services are required because the Purchaser was not adequately prepared for the on-site services, Harris will provide a Change Order to the Purchaser for the additional services.

17. Governing Law; Venue

This Agreement shall be governed by the substantive and procedural laws of the State of Georgia. Purchaser hereby agrees to submit to the exclusive jurisdiction of, and venue in, the courts in the State of Georgia in any dispute arising out of or related to this agreement.

18. Entire Agreement

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. Any modification or waiver of this Agreement is effective only if it is in writing signed by an authorized representative of the party to be charged. Provisions of a Customer purchase order or similar document are not applicable if they conflict with or add to the terms of this Agreement.

PURCHASE AGREEMENT

PURCHASER: WHITE COUNTY (GA)

By: _____ Date: _____

Title: _____

Purchaser's Project Leader:

Contact Name: _____

Contact Title: _____

Email Address: _____

Phone #: _____

Purchaser's Accounts Payable Dept Information:

Billing Address: _____

Accounts Payable Contact: _____

Phone & Fax #: _____

Alternate Contact: _____



PURCHASE AGREEMENT

Date: March 29, 2024
 Contract #: JMB-WHITEGATCPH-032924
 Effective To: May 31, 2024
 Prepared By: Jessica Blackwell

This understanding between WHITE COUNTY at 59 South Main St, Cleveland, GA 30528 ("Purchaser") and Computer Software Innovations, Inc. at 2429 Military Road Suite 300, Niagara Falls, NY 14304 ("Harris") confirms the purchase of the following licensed software products and/or services:

Qty	Item	Price	Ext. Amount
HARDWARE (ONE-TIME FEES):			
2	TCP RDT 400 Touch Screen PIN Time Clock <ul style="list-style-type: none"> PIN Entry Terminal with Touch Screen Standard Ethernet Connection Fall-Back Mode 	\$2,670.00	\$ 5,340.00
1	Shipping & Handling <ul style="list-style-type: none"> Includes Shipping & Handling for two (2) TCP RDT 400 Touch Screen PIN Time Clocks 	\$200.00	\$200.00
Total Hardware:			\$ 5,540.00

PROFESSIONAL SERVICES (ONE-TIME FEES):

Infrastructure

1	TCP Clock Configuration/Installation - SmartFusion <ul style="list-style-type: none"> Includes configuration for two (2) TCP RDT 400 Touch Screen PIN Time Clocks. If Harris onsite configuration and/or installation is preferred by customer, additional travel expenses (lodging, per diem, & mileage) will apply and will be billed separately.** CUSTOMER SITE MUST HAVE CLOCK LOCATIONS READY WITH POWER AND ETHERNET FOR CLOCK INSTALLATIONS* 	\$780.00	\$780.00
Total Professional Services:			\$780.00

TOTAL: \$6,320.00

Thank you so much for your continued support and business!

PRICING NOTES:

- HARDWARE** line item (\$5,540.00) is a one-time charge to include two (2) TCP RDT 400 Touch Screen PIN Time Clocks with touch screen, standard ethernet connection, and fallback mode as well as Shipping & Handling.
- Customer site must have clock locations ready with power & ethernet for clock installations.*
- PROFESSIONAL SERVICES** line items (\$780.00) are one-time charges only.
- If Harris onsite configuration and/or installation is preferred by customer, additional travel expenses (lodging, per diem, & mileage) will apply and will be billed separately.**

To move forward with this purchase, please return a signed copy of this proposal to Jessica Blackwell, via email to jblackwell@harriscomputer.com on or before **May 31, 2024**.

PURCHASE AGREEMENT

Immediately thereafter the 1st Years Annual Maintenance Fee Period, subsequent Annual Maintenance Fees will be calculated at the then current Harris rate.

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PURCHASE AGREEMENT

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- No license is given to Purchaser for the source code to the Software Applications. The Purchaser is expressly prohibited from reverse engineering, decompiling, or disassembling the Software Applications or from creating a derivative or modified copy of the Software Applications.
- Initial delivery of the Software Application shall be COTS ("Commercial off the shelf"). Purchaser is not relying upon any future product availability or functionality upon entering into the payment obligations under this Agreement

12. Performance by Customer

a. Co-operation by Purchaser: The Purchaser acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Purchaser and its staff and agrees to act reasonably and co-operate fully with the Consultant to achieve the Completion of Services.

b. Required Programs: The Purchaser acknowledges that if the use of the Software requires that the Purchaser obtain and install additional software programs, then the Purchaser agrees that the acquisition of the additional software programs shall be at its sole cost and that the cost thereof is not included in the fees herein. The Purchaser further acknowledges that the operation of the Software requires the Purchaser's hardware to be of sufficient quality, condition and repair, and the Purchaser agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense in order to facilitate the achievement of Completion of Services.

c. Project Manager: The Purchaser shall appoint a project manager who shall work closely with Harris Staff to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Purchaser and their co-operation with and participation in such process.

13. Warranty Disclaimer

Harris does not make, and hereby disclaims, any and all express and/or implied warranties regarding the services or any material provided by Harris to Purchaser pursuant to this agreement, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement, and warranties arising from a course of dealing, usage or trade practice. Further, Harris does not warrant that the Software Licenses will meet any exact user requirements, and that the software will operate error free or uninterrupted. In the event an error is discovered in one of the Software Applications currently covered by MSF, and the error is confirmed, Harris will make reasonable efforts to provide Purchaser with a correction.

It is acknowledged by the parties hereto that the Hardware provided by Harris to Customer pursuant to this Agreement was manufactured and delivered to Customer by a third-party manufacturer and Harris is reselling it to Customer. As such, Harris makes no warranties, express or implied, with respect to the Hardware, including, without limitation, their merchantability or fitness for a particular purpose. Any warranty Customer has with respect to the Hardware shall be solely provided by the manufacturer(s)."

PURCHASE AGREEMENT

14. Limitations on Liability

Purchaser agrees that Harris' liability hereunder for damages, regardless of the form of action, shall be limited to actual direct damages and shall not exceed the charges hereunder paid by Purchaser to Harris. Purchaser further agrees that Harris will not be liable for any other damages including consequential, incidental, special, exemplary damages, lost profits, failure to realize anticipated savings, data loss, loss of goodwill, business opportunities or reputation, economic loss or for any claim for patent or copyright infringement with respect to Licensed Software.

15. Change Order Process

With respect to any proposed changes to the Services defined by this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change in the allocation of the resources of Harris applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require Harris to provide additional work hours, Harris may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

The following individuals are authorized to sign off on change orders on the Purchaser's behalf:

Name: _____ Title: _____

Name: _____ Title: _____

The following individuals are authorized to sign off on change orders on Harris's behalf:

Jason Kelly - Director of Professional Services
Sakura Gibson - Professional Services Manager
Ben Culbertson - Vice President of Sales

16. Cancellation Policy

In the event of cancellation of the Agreement by either party for any reason, Purchaser agrees to pay for all Software Applications delivered, any Professional Services rendered, and T&L expenses incurred prior to the cancellation. Initial down payment of deposit is non-refundable. Purchaser must provide written notification to Harris if it wishes to cancel the Agreement.

Cancellation of any on-site Services by Purchaser is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Cancellation by Purchaser with fourteen (14) days or less of scheduled on-site Services will be billed at fifty percent (50%) of the on-site fee, plus any non-recoverable costs incurred by Harris due to advance scheduling of travel. Additionally, Purchaser hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Harris' then current schedule permits. Harris is not responsible for any delay in Purchaser's project resulting from Purchaser's cancellation of consulting. If additional services are required because the Purchaser was not adequately prepared for the on-site services, Harris will provide a Change Order to the Purchaser for the additional services.

17. Governing Law; Venue

This Agreement shall be governed by the substantive and procedural laws of the State of Georgia. Purchaser hereby agrees to submit to the exclusive jurisdiction of, and venue in, the courts in the State of Georgia in any dispute arising out of or related to this agreement.

18. Entire Agreement

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. Any modification or waiver of this Agreement is effective only if it is in writing signed by an authorized representative of the party to be charged. Provisions of a Customer purchase order or similar document are not applicable if they conflict with or add to the terms of this Agreement.

PURCHASE AGREEMENT

PURCHASER: WHITE COUNTY (GA)

By: _____ Date: _____

Title: _____

Purchaser's Project Leader:

Contact Name: _____

Contact Title: _____

Email Address: _____

Phone #: _____

Purchaser's Accounts Payable Dept Information:

Billing Address: _____

Accounts Payable Contact: _____

Phone & Fax #: _____

Alternate Contact: _____



WHITE COUNTY

Board of Commissioners

Item Title: Switch Replacement for the Sheriff Office

For Meeting Date: 5/6/2024

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

Category (Select One): Other

Submitted By: Joel Witcher

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

1. Appalachian Tech Quote
2. _____
3. _____

Purpose:

Switch replacement for the Sheriff Office

Background / Summary:

- Switch replacement for the SO was in my CIP for FY 2025
- During the Phone replacement project, the IT department determined that they were worse than originally thought.
- Unable to make config changes, Changes appear to be correct but don't apply.
- Was going to attempt to update to the latest firmware - but there is the possibility that it kills the switches - decided replacement would be the best option.
- These are the oldest switches currently on our network, Install date was between 2008 and 2010, making the age on these about 15 years

Department Recommendation:

Replace current Juniper switches with Cisco Business Class 350's

Options:

- These were funded by SPLOST on the current CIP

Budget Information: Applicable Not Applicable

Budgeted: Yes No

Finance Director's Comments (if applicable):

-

County Manager Comments:

-



Appalachian Tech Services, Inc

PO Box 208
Dawsonville, GA 30534

Phone # 7069742204
Fax # 678-866-0809

wshattuck@gmail.com
<http://www.apptechservices.com>

Estimate

Date	Estimate #
5/2/2024	12370

Name / Address
White County Board of Commissioners 1235 Helen Hwy Cleveland, GA 30528

Project

Description	Qty	Rate	Total
Cisco CBS350-48NGP-4X-NA *quoted on 5-2-24 availability is limited from nationwide distribution. current estimated delivery 10-12 business days	3	2,716.00	8,148.00

Subtotal		\$8,148.00
Sales Tax (7.0%)		\$0.00
Total		\$8,148.00



White County
Georgia

March 2024

Monthly Financial Report

May 6, 2024

General Fund Revenues & Expenditures

FY2024 Approved Budget = \$27,983,509

March

Revenues	\$1,218,470
Expenditures	\$1,951,135

Year To Date

Revenues	\$23,396,751	(84%)
Expenditures	\$20,021,397	(72%)

9 months of 12 =75%



FY2020 – 2024 Alcohol Taxes & Fees

FY2024 Budget = \$156,840

78% Received

Description	FY2020	FY2021	FY2022	FY2023	FY2024
License Fees	\$45,435	\$42,258	\$42,412	\$49,596	\$46,014
Excise Tax	\$86,457	\$102,169	\$98,094	\$100,078	\$76,189
Total Alcohol Fees & Taxes	\$131,892	\$144,427	\$140,506	\$149,674	\$122,203



FY2020 – 2024 TAVT (Title Ad Valorem Tax)

FY2024 Budget = \$1,900,000

87% Received

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	182,761
FEB	113,050	150,507	160,983	158,073	178,536
MAR	135,855	187,822	188,453	208,550	196,842
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	
	<u>\$ 1,479,040</u>	<u>\$ 1,817,611</u>	<u>\$ 1,955,545</u>	<u>\$ 1,970,438</u>	<u>\$ 1,649,347</u>



FY2020 – 2024 Local Option Sales Tax

FY2024 Budget = \$4,550,000 80% Received

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	437,147
Feb	229,921	271,627	305,170	325,798	333,557
Mar	210,195	259,792	304,125	319,169	347,971
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	\$ 3,643,907



FY2020 – 2024 Hotel / Motel Tax

FY2024 Budget - \$2,375,000 68% Received

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	181,580
Feb	59,018	98,423	126,946	131,564	129,409
Mar	50,630	105,446	117,928	114,009	116,414
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	<u>\$ 976,306</u>	<u>\$ 1,701,960</u>	<u>\$ 2,126,045</u>	<u>\$ 2,007,249</u>	<u>\$ 1,617,665</u>



Separate Funds FY2024 Budget to Actual March 2024

Fund	Total Budget	Cost to General Fd	Revenues YTD	Expenditures YTD	% Spent
Solid Waste	\$ 182,420	\$ -	\$ 569,923	\$ 602,613	330%
E-911	1,420,127	562,500	897,124	1,076,206	76%
ARDEO	919,537	-	555,909	462,953	50%
Enotah Judicial	1,397,714	244,861	895,401	731,477	52%

Note:

1. Budgeted amount to be transferred from the General Fund to E911 is \$750,000
2. Budgeted amount to be transferred from the General Fund to Enotah Judicial is \$326,481

2020 SPLOST

Start Date: December 2020 through November 2026

March 2024 is the 40th month out of 72 months

Receipts received in March	=	\$579,936
Cleveland & Helen portions each	=	\$114,827
County portion = \$ 330,222	=	\$344,482
Earmarked Debt Service Funds	=	\$65,000



SPLOST2020 Receipts

Calendar Year History - Total To Date \$24,450,451

Month	FY2020	FY2021	FY2022	FY2023	FY2024
JAN	\$ -	\$ 554,546	\$ 632,394	\$ 702,001	\$ 728,578
FEB	-	452,713	508,617	542,956	555,929
MAR	-	432,988	506,875	532,035	579,936
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	<u>503,663</u>	<u>613,097</u>	<u>645,000</u>	<u>672,057</u>	
TOTAL	<u>\$503,663</u>	<u>\$6,745,122</u>	<u>\$ 7,484,255</u>	<u>\$ 7,852,968</u>	<u>\$1,864,443</u>



QUESTIONS & COMMENTS