

**TOWN OF TALLULAH FALLS
STATE OF GEORGIA
REGULAR COUNCIL MEETING
255 MAIN STREET, TALLULAH FALLS, GA 30573
WITH ADDITIONAL VIDEO CONFERENCE STREAMING AVAILABLE FOR THE PUBLIC
AUGUST 6, 2020, 6:00 PM**

AGENDA

Call to Order

Moment of Silence

I. Approval of the Agenda

II. Consent Agenda

Minutes

- Public Hearings and Regular Council Meeting July 9
- Executive Session July 9
- Special Called Council Meeting July 23

Reports

- Water
- Police Report
- Fire Report
- Financial Report
- Volunteer Report
- Zoning Administrator

III. Attorney Report

IV. Old Business

- A. Main Street Grill & BBQ Alcohol License – Beer – Jeffrey Cope
- B. Ratification of DDA appointments

V. New Business

- C. Coronavirus Relief Fund Terms and Conditions
- D. Sign permit – The General Store - Mary Beth Hughes
- E. Sign permit – Off premises ground sign – The General Store – Mary Beth Hughes
- F. Low level water tank alert systems
- G. Water meter replacement – main well
- H. Discussion of options with regard to the sale/lease of Town property – Tallulah Center
- I. Approval of Officers for Tallulah Falls Fire Department
- J. Fire Department purchase request – Patrol Upfitters
- K. Assignment of campground donations for Police Department

VI. Mayor's Comments

VII. Public Comments

VIII. Executive Session (if needed)

IX. Adjournment

The link to watch is: <https://www.youtube.com/channel/UCytr3V3naaBwBwlzBlg-y8A>

The link to participate is: <https://mkearlydesigngroup.my.webex.com>

And the meeting number is: 794 499 414

**TOWN OF TALLULAH FALLS
STATE OF GEORGIA
REGULAR COUNCIL MEETING
255 MAIN STREET, TALLULAH FALLS, GA 30573
WITH VIDEO CONFERENCE STREAMING AVAILABLE FOR THE PUBLIC
JULY 9, 2020, 6:00 PM**

MINUTES

The Council meeting for July 9, 2020 of the Town Council of Tallulah Falls, Georgia was called to order at 6:10 PM. A simultaneous live-stream view of the meeting was available through YouTube at <https://www.youtube.com/channel/UCytr3V3naaBwBwlzBlg-y8A> and had been previously circulated to the media and citizens through e-mail notification and the Town's website. The public was also able to participate in the meeting via Webex with Meeting #794 499 414. Social distancing protocols were observed in response to the COVID-19 pandemic and overflow seating was available in the engine bay with audio feed of the meeting.

PRESENT WERE: Mayor Mike Early
Mayor Pro tem Larry Hamilton
Councilperson Deb Goatcher
Councilperson Craig Weatherly
Town Clerk Linda Lapeyrouse
Town Attorney Warren Tillery
Police Chief Tonya Elrod

PRESENT VIA VIDEO CONFERENCE: Councilperson Joey Fountain

OTHERS PRESENT OR VIA VIDEO: Public at large – see attached list

Mayor Early welcomed everyone to the meeting and asked for a moment of silence.

AGENDA:

Mayor Early asked for a motion to amend the agenda to go into Executive Session as the first item of business for the purposes of discussing potential litigation. A motion was made by Councilperson Goatcher to amend the agenda as stated. The motion was seconded by Councilperson Weatherly and unanimously approved.

A motion was then made by Councilperson Weatherly to approve the agenda as previously amended. The motion was seconded by Councilperson Goatcher and unanimously approved.

Due to an audio issue, the amendment of the agenda was restated to those public participants that were in the engine bay and the audio feed was fixed.

EXECUTIVE SESSION:

A motion was made by Councilperson Hamilton to go into Executive Session for the purpose of discussing potential litigation with legal counsel. The motion was seconded by Councilperson Weatherly and unanimously approved at 6:15 PM. Livestreaming was temporarily discontinued at

that time. Upon returning from Executive Session, live-streaming and the engine bay audio was resumed.

At 7:16 PM, a motion was made by Councilperson Weatherly to re-open regular session. The motion was seconded by Councilperson Goatcher and unanimously approved.

PUBLIC HEARINGS:

Public Hearing on 2021 Budget

Town Clerk Lapeyrouse was asked to present the 2021 Budget by Mayor Early. A budget work session was held on June 18th. The proposed budget was created as the result of the discussion from that work session. Lapeyrouse gave a summary of the General Fund, Water Fund, Capital Projects, and Special Revenue Funds. The process for the public hearing was stated by Mayor Early.

Keith Nelms, 990 Hickory Nut Mountain Road, Tallulah Falls, GA stated that he was concerned about the transfer to the Water Fund from the General Fund. He stated that based on a \$12,000 subsidy from the General Fund, he estimates that we are subsidizing the State Park by \$4,000 - \$5,000 from Town taxes. He does not believe it is a good use of the Town's funds since Enterprise Funds are designed to support themselves.

No other comments.

Mayor Early closed the public hearing and let everyone know that the budget would be considered by Council for approval at a Special Called Meeting to be held on July 23, 2020.

Public Hearing on Official Zoning Map

Town Clerk Lapeyrouse, as Co-Zoning Administrator, was asked to present the Zoning Map. Lapeyrouse explained that this would be a new zoning map. It officially added the annexed area on Hickory Nut Mountain and amended the zoning for the property where the Tallulah Falls Middle School is now located. There have been no other changes to the map. The proposed map has been properly advertised and published in preparation of this hearing.

The process for the public hearing was stated by Mayor Early. He explained that there would be equal time for both sides to comment and he would alternate between the public in the engine bay and those attending via Webex. Each side was given twenty minutes.

Mayor Early opened the public hearing and asked for those who wanted to speak in favor of the Zoning Map as presented:

Mary Beth Hughes, 455 River Street, Tallulah Falls, GA stated her support for the zoning map as presented.

No other comments.

Mayor Early closed that side of the public hearing and asked for comments from those that were opposed to the zoning map as presented.

David Irvin, Clarkesville, GA, opposed the zoning map stating that when Hickory Nut Mountain was annexed, the property owners were supposed to bring the water system and roads up to standard and they did not.

No other comments

Mayor Early closed the public hearing.

Public Hearing on a Zoning Ordinance to Allow and Regulate Short Term Vacation Rentals in Certain Zoning Districts

Town Clerk Lapeyrouse, as Co-Zoning Administrator, was asked to present the synopsis of the proposed Ordinance. Lapeyrouse stated that Short Term Vacation Rentals are a growing industry that have become popular through the ease and use of internet sites such as VRBO and Airbnb. Currently, the Town's Zoning Ordinance prohibits Short Term Vacation Rentals in all districts except Business and Highway Business. The Council tasked the Planning & Zoning Commission with looking into expanding and regulating STVRs. The Planning & Zoning Commission has met several times on this and has held a public hearing. They have made a recommendation to the Council that is included in the agenda packet. The proposed ordinance has been advertised and published in preparation of this hearing.

The process for the public hearing was stated by Mayor Early. He explained that there would be equal time for both sides to comment and he would alternate between the public in the engine bay and those attending via Webex.

Mayor Early opened the public hearing and asked for those who wanted to speak in support of the proposed ordinance.

Mary Beth Hughes, 455 River Street, Tallulah Falls, GA stated her support for residential areas being controlled and protecting their integrity.

Keith Nelms, 990 Hickory Nut Mountain Road, Tallulah Falls, GA stated his support for the zoning ordinance emphasizing R-1 as quiet single-family home neighborhoods. He supports the ordinance to emphasize and clarify what is already in place. Lodging activities are clearly allowed in the business districts. A written public comment has also been submitted for the record.

No other comments.

Mayor Early closed that side of the public hearing and asked for comments from those that were opposed to the ordinance.

Shaun Adams, Anderson, Tate & Carr, 1960 Satellite Boulevard, Duluth, GA stated that an objection had been filed with the Clerk to be included in the record. There are four proposals for resolving their objections which are outlined in the written comment. They include striking R-1 from Section 2203 removing the prohibition of STVRs in the R-1 zoning district; exempting the 24 parcels owned by the Irvin Family; tabling the vote to allow for additional time to review alternative solutions; or adopting the regulatory portion of the ordinance and deleting Section 2203. Mr. Adamas reserved all rights on behalf of his client J and D Irvin Holdings, LLC.

David Irvin, Clarkesville, GA, opposed stating that much of a year has been spent by them on working to bring lodging to Tallulah Falls. STVRs allow much more control. Mr. Irvin stated they have a proven record in Rabun County. STVRs bring additional tax revenue to the Town. He has a next-door neighbor that frequently rents as a STVR and is no problem, but he has a long-term neighbor that is a problem. They have heard that people do not want any development. This puts them in an adversarial position that they don't wish to be in. They wish to be good neighbors.

Brian Irvin, 2036 Cobblestone Circle, is a licensed CPA and has worked the last five years for Charleston Hotels. He intends to use his knowledge to develop and manage STVRs in Tallulah Falls. STVRs are more appealing and much better tenants than LTRs. Property is maintained continuously by the property owners themselves. He requested the allowance of STVRs in the R-1 district.

Marcia Brock, Mt. Airy, GA, has worked with Johnny and David Irvin for 35 years. Valley Springs Lodging (the old Moon Valley Resort) has been a successful STVR for them for the last 23 years in Rabun Gap, GA. They offer secluded cabins and are very good neighbors. The cabins are meticulously maintained daily and they have strict rentals. She reviewed the terms of their rentals. They are a superhost on Airbnb. Ms. Brock shared a drawing showing four cuts on Hickory Nut Mountain Road to access their lots instead of the eleven if each lot were to have its own driveway. There would be plenty of greenspace. STVRs in R1 districts would generate revenue for the Town and would allow for a more upscale controlled residential community.

Claudia Lyle, Clarkesville, GA is a real estate broker with 23 years of experience in the northeast Georgia area. She was recently asked by the Irvins her opinion on short-term rentals versus long-term rentals and their effects on property values. STVRs bring more people to an area, create more demand by introducing more people to an area, and increase property values. There is a decrease in value when there are restrictions and you can't generate interest in an area. She has seen reduced prices in neighborhoods where STVRs were prohibited. Comparable properties in other neighborhoods where STVRs were not prohibited had higher values. Rentals are in better condition with STVRs and allow more freedom to manage them better. There is no eviction process like a long-term rental. STVRs boost the economy and add revenue. It was her opinion that properly managed and properly developed STVRs are smart planned growth.

Johnny Irvin, 616 Terrora Circle, Tallulah Falls, GA stated that there was a misconception about what properties he and David Irvin own for development. Cheryl Jackson and he bought property 35 years ago. Hickory Nut Mountain was owned by Wayne Harris. Wayne could not get to the top of HNM and he gave him right-of-way to get to the top. He also stated that the city drilled a well on his property and he gave an easement to the city at no cost.

Mayor Early announced that the twenty minutes was expiring and extended each side for five additional minutes

Johnny Irvin continued. He and David do not own anything on the other side of the lake. Those lots are all tied up in an estate with his old business partner. The property he and his brother are talking about being developable property are the lots in question on Hickory Nut Mountain, the lot on the lake and the five lots in what was known as Tallulah Old Town. He takes care of his properties. They are all first-class developments. His wife owns two STVRs and the worst complaint has been people locking themselves out of the house and not being able to work the

television. Mr. Irvin ended by saying how much he thinks of Tallulah Falls and added that his new grandbaby had been name Tallulah Blue.

No other comments. Mayor Early closed the public comment for those in opposition.

Mayor Early gave the additional five-minute opportunity to comment to those in favor.

Mary Beth Hughes, 455 River Street, Tallulah Falls, GA stated that it is important to listen and take note of what the people in the neighborhood want. She stated that the Irvins do a fine job with Valley Springs but questioned if that is what Tallulah Falls wants.

Keith Nelms, 990 Hickory Nut Mountain Road, Tallulah Falls, GA stated that he suspected that others did not know tonight was the night for public comment. Allowing STVRs would open up the possibility to others that might not do as good as the Irvins in managing their property. He also stated that most of the comments from people opposed to the ordinance do not live here.

No other comments. Mayor Early closed the public hearing at 8:15 PM.

Town Attorney Warren Tillery asked Claudia Lyle to come back to the podium. Attorney Tillery asked if her evaluation was for properties subject to a STVR ordinance. She responded that they were not. The properties she evaluated had been located in subdivisions that restricted STVRs through their covenants instead of governmental action. Even so, she stated that the sales of properties subject to an STVR restriction decreased compared to similar properties that were not subject to an STVR restriction. Attorney Tillery asked her if the properties subject to an STVR restriction still had economic value. She stated yes.

This concluded all three of the public hearings.

CONSENT AGENDA:

The Consent Agenda included minutes of the Council Meeting June 4, 2020, Budget Work Session June 18, 2020, department reports from Water, Police, Fire, and Finance, a Volunteer Report and the Habersham County SPLOST Intergovernmental Agreement. Copies are attached hereto and made a part hereof. **A motion was made by Councilperson Weatherly to approve the items on the consent agenda. The motion was seconded by Councilperson Hamilton and unanimously approved.**

REPORTS:

Attorney Report – None.

OLD BUSINESS:

The Blueline Solutions contract had been reviewed by Town Attorney Tillery and a few changes had been proposed and agreed to by Blueline. A motion to approve the contract with Blueline was made by Councilperson Weatherly. The motion was seconded by Councilperson Fountain. Attorney Tillery explained the changes. The contract will renew in one-year intervals with a 30-day withdrawal. The \$75,000 cost basis is captured at 35% during the first year. In the event that the contract is discontinued, the signs that show speed can be kept, if desired, by the Town. Attorney Tillery stated that he had no problems with the contract as amended. The motion passed

with Weatherly, Fountain and Goatcher voting in favor of the motion and Hamilton voting against.

Town Clerk Lapeyrouse reported on the document management and security systems that were quoted. Her recommendation was to contract with Municode for the Munidocs system for \$350/year for the Town's public documents to be added to the website for the public's use and to use the internal server for any sensitive documents. **A motion was made by Councilperson Goatcher to approve the recommendation by Lapeyrouse and to contract with Municode for the Munidocs system. The motion was seconded by Councilperson Weatherly and unanimously approved.**

NEW BUSINESS:

Jeffrey Cope owner of Main Street BBQ and Grill made application for an alcohol license to sell beer. Town Clerk Lapeyrouse explained the situation with needing a different ORI number to process the background check. It has been applied for but she was told by the GBI that it could take 8-12 weeks to issue. **A motion was made by Councilperson Goatcher to table consideration of the license until the proper background check can be done. The motion was seconded by Councilperson Weatherly and unanimously approved.**

The Planning & Zoning Commission has a vacancy that will need to be filled for a 4-year term. Christi Shepard has volunteered and has been recommended by the existing P & Z members. A motion to appoint Christi Shepard was made by Councilperson Weatherly. The motion was seconded by Councilperson Goatcher and unanimously approved.

As of noon today, the Charter Amendment had not been signed by Governor Kemp but is on his desk for approval. A motion was made by Councilperson Weatherly to table the ratification of the DDA appointments. The motion was seconded by Councilperson Hamilton and passed unanimously with Councilperson Fountain abstaining due to his appointment on the DDA.

Mayor Early announced he would be recusing himself from the discussion of the jungle line water issue due to a conflict. Mayor Pro tem Hamilton asked Early for an explanation of his email dated 6/25/2020. Early explained that the water line crosses his property where he has a stub-out for a future connection. If the leak is by-passed, he felt that should be remedied in some way by reestablishing a stub out to that property at no cost. Early confirmed that he had spoken with Hamilton about the plan and apologized for overreacting. He has also apologized to EMS. Early then stepped out of the meeting

Mayor Pro tem Hamilton explained the jungle line and plan to by-pass the line and relocate it where it can be accessed and maintained. The rough estimate is \$30,000 to run the line and relocate the booster pump. The well only produces 9-10 gpm. The temporary line running on top of the ground is not holding pressure. Councilperson Weatherly will get another price for comparison purposes for laying the pipe and relocating the booster pump. Town Clerk Lapeyrouse will look for the easement. **A motion was made by Councilperson Weatherly to authorize up to \$35,000 for purposes of the emergency water line project including a stub-out for Mike Early's lot, with no water meter, to be located at the road. The motion was seconded by Councilperson Fountain and unanimously approved.**

Mayor Early returned to the meeting.

A motion was made by Councilperson Goatcher to approve the Official Zoning Map as presented. The motion was seconded by Councilperson Weatherly and unanimously approved.

Based on information and public comment, a motion was made by Councilperson Fountain to table the consideration of an Ordinance to Allow and Regulate Short Term Vacation Rentals in Certain Zoning Districts until the Special Called Council Meeting scheduled for July 23, 2020. The motion was seconded by Councilperson Weatherly and unanimously approved.

The budget amendment for 2020 was presented by Town Clerk Lapeyrouse. **A motion was made by Councilperson Fountain to approve the budget amendment as presented. The motion was seconded by Councilperson Weatherly and unanimously approved.**

MAYOR'S COMMENTS: None.

PUBLIC COMMENTS: None.

There being no other business before the Council, a motion was made by Councilperson Fountain to adjourn the meeting. The motion was seconded by Councilperson Goatcher and unanimously approved.

The meeting adjourned at 9:30 PM.

Linda Lapeyrouse, Town Clerk

**TOWN OF TALLULAH FALLS
STATE OF GEORGIA
SPECIAL CALLED COUNCIL MEETING
255 MAIN STREET, TALLULAH FALLS, GA 30573
WITH VIDEO CONFERENCE STREAMING AVAILABLE FOR THE PUBLIC
JULY 23, 2020, 6:00 PM**

MINUTES

The Special Called Council meeting for July 23, 2020 of the Town Council of Tallulah Falls, Georgia was called to order at 6:06 PM. A simultaneous live-stream view of the meeting was available through YouTube at <https://www.youtube.com/channel/UCytr3V3naaBwBwIzBlg-y8A> and had been previously circulated to the media and citizens through e-mail notification and the Town's website. The public was also able to participate in the meeting via Webex with Meeting #794 499 414. Social distancing protocols were observed in response to the COVID-19 pandemic and overflow seating was available in the engine bay with audio feed of the meeting.

PRESENT WERE: Mayor Mike Early
Mayor Pro tem Larry Hamilton
Councilperson Deb Goatcher
Councilperson Craig Weatherly
Town Clerk Linda Lapeyrouse
Town Attorney Warren Tillery
Police Office Robert Gardner

PRESENT VIA VIDEO CONFERENCE: Councilperson Joey Fountain

OTHERS PRESENT OR VIA WEBEX: Public at large – see attached list

Mayor Early welcomed everyone to the meeting.

AGENDA:

A motion was made by Councilperson Goatcher to approve the agenda as presented. The motion was seconded by Councilperson Weatherly and unanimously approved.

OLD BUSINESS:

An amendment to add an Applicability paragraph to the proposed Ordinance to Allow and Regulate Short Term Vacation Rentals in Certain Zoning Districts was introduced by Mayor Early as provided by Attorney Tillery. **A motion was made by Councilperson Hamilton to approve the Applicability Amendment to the Ordinance to be considered. The motion was seconded by Councilperson Goatcher and unanimously approved.**

A motion was made by Councilperson Goatcher to approve the Ordinance to Allow and Regulate Short Term Vacation Rentals in Certain Zoning Districts with the Applicability paragraph amendment. The motion was seconded by Councilperson Weatherly. Councilperson Fountain stated there were problems hearing the audio. Those issues were addressed and Mayor Early recapped everything to that point and re-read the amendment to the ordinance being considered.

The motion passed unanimously with Councilperson Fountain abstaining. Councilperson Goatcher stated that there had been an overwhelming response from the community wanting this ordinance to be adopted.

NEW BUSINESS:

Mayor Early stated that the 2021 budget had been advertised and a public hearing had been held as required by law. A motion was made by Councilperson Weatherly to approve the 2021 budget as presented. The motion was seconded by Councilperson Goatcher and unanimously approved.

Councilperson Weatherly presented the bids for paving. His recommendation was to award the bid to Precision Paving, Inc. in the amount of \$65,135. A motion was made by Councilperson Goatcher to award the job to Precision Paving as recommended. The motion was seconded by Councilperson Weatherly and unanimously approved.

There being no other business before the Council, a motion was made by Councilperson Weatherly to adjourn the meeting. The motion was seconded by Councilperson Fountain and unanimously approved.

The meeting adjourned at 6:20 PM.

Linda Lapeyrouse, Town Clerk

ENVIRONMENTAL MANAGEMENT SERVICES, INC.

August 3, 2020

Town of Tallulah Falls
Attn: Honorable Mayor Early
P.O. Box 56
255 Main Street
Tallulah Falls, Georgia 30573

Sent via email to: clerk@tallulahfallsga.gov

Honorable Mayor Early

Please find the July report below. The month of July has been very hectic with a lot of issues and troubles, I have limited the information in the report due the direct email communication with the council.

Updates on the City's water system.

1. Hickory Nut System upgrades: Harrison Construction has completed Phase 1 of the project, we are now at a halt due to possible contentions with the land owner and unresolved easements. Ems is working with the city to quickly resolve so that the project can restart.
2. SCADA System updates,
 1. EMS has now received a quote from J.K. Duren Company, Inc. for the High Tide Technologies system that monitors tank levels and sends updates via email and live logs online. The quote has been submitted to the City on 7/30/2020.
3. The City's 55k storage tank needs to be fully cleaned, we now have a proposal from Pittsburg tank and tower to clean the tank, the quote provided was for \$2225.00 there will be a lot of work to do for EMS labor wise to prep and there are some conditions that I am concerned about in regards to their disinfection means.
I am meeting with American Tank to get another option from them on 8/4/2020
4. There is now a full month of readings from the 1" flow meter on the backwash line on the sand filters at the main city well. The usage was lower than previously estimated at 32,823 gallons for the month of July. These numbers are much better than anticipated
5. The Filter system at Hickory Nut Well 104 has begun to leak, the filter has had a make shift repair at some time in the history and needs to be changed, I have contacted Metro Filter for pricing and ideas. Due to COID time frames are staggering to have a tech out to quote the filter Scott Porter will schedule times as soon as tech calls.
6. New Booster Emergency repair to bypass the jungle line, Harrison Construction has now sent the proposal to install the pad and the new force main. I have asked for pump quotes for the city to be sent direct to help save cost, Bub Jordan is assisting with finding a new cover for the pumps and panel, we are working as hard as possible with vendors for a timely turn around on the equipment and install.

7. State Park has had several issues over the month that has allowed the cities tank to deplete causing us to use the Demorest connection, the problems have been unknown until we have contacted the park to tell them. I spoke with the director Mr. Yeager and asked him to please make sure that EMS or the city is being informed as problems are occurring! We must protect the city's water system.

The Water Readings for the month are Off by Extreme Numbers,

8. (Water usage and loss)
 1. For the Month of June 2020 Well 101 the City Well Pumped – 927,300 Gallons Highest Ever. EMS has confirmed that the meter is bad and quotes have been sent over for replacement! NEED ASAP.
 2. Hickory Nut well 104 meter pumped 188,100 gallons
 3. Combined Pumping of Wells 104 and 101 was – 1,115,400 gallons
 4. Metered usage for the cities system including Hickory Nut was 503,174 gallons
 5. Total Stored water between the City's 55k tank and Hickory Nut is 65,000 gallons
 6. Metered usage for backwash from filters at city's main well 32,823 gallons.
 7. Metered usage at the State Park from 7-14 thru 7-30-20 was 176,500 gallons, which is a daily average of 11,031 gallons. Monthly usage is estimated at 341,969 gallons.
 8. Hydrants flushed for month of July used 4,900 gallons.
 9. There have been overflow concerns at the city's main tank and to include ongoing history of the Hickory Nut Tank overflowing. Overflow pipe looks much dryer since adjustments have been made at Hickory Nut.
 10. Fire Department Flushing - Unknown
 11. Total Water loss for the month of June- Still Tracing True Numbers Ems is testing Meters to confirm numbers.

PAST INFORMATION WITH FOLLOW UP:

Updates on the water system.

1. Same Continual -The new chemicals are in place and seem to be working great. The pH and the Chlorine levels are stabilized now requiring very little attention. Also the flushing of water throughout the city has greatly improved with the new chemicals in place. Chemical usage is around 2.8 gallons per week of disinfectant and 7 gallons a week of PH stabilizer.
2. Inspection of the 10k Hickory Nut tank looks great the water quality with chemical changes have made a huge difference in clarity of the tanks water. Looking forward in getting the new tank installed.

The City's Laboratory results for June 2020 were all noted as Absent for Total Coliform! This means that water quality is good with no concerns.

Please feel free to call with any questions.

Regards,

Mike Sams

Linda Lapeyrouse

From: Tonya Elrod
Sent: Monday, August 3, 2020 1:21 PM
To: Linda Lapeyrouse
Subject: Police Report

JULY POLICE REPORT

- *ATTENDED 2020 GACP CONFERENCE IN SAVANNAH.
- *ATTENDED LOCAL TRAINING, SAFETY COORDINATOR TRAINING
(SAFETY GRANT IS FILLED OUT AND ALMOST READY TO SUBMIT. WILL BE CONTACTING FIRE CHIEF IVESTER IN REFERENCE TO THE LIST FROM THE FIRE DEPARTMENT OF THE ITEMS THEY WOULD LIKE TO PURCHASE)
- *WORKING WITH GEORGIA POWER IN REFERENCE TO SOME UPCOMING PROJECTS THEY MAY BE HAVING.
- *WORKING WITH SCHOOL IN REFERENCE TO UPCOMING OPENING
- *WANTED TO CHECK AND SEE IF THERE IS A RESPONSE TO THE CASH BOX AT YONAH LAKE, SEE IF THE MONEY WILL BE PUT INTO THE POLICE FUND FOR EQUIPMENT
- *STILL AWAITING WORD ON POLICE DEPARTMENT SOP MANUAL FROM COUNCIL
- *EQUIPMENT SHOULD BE GOING UP SOON IN THE SCHOOL ZONE
- *HAVE HAD A FEW ISSUES WITH RESTAURANT, COMPLAINTS OF EMPLOYEES NOT WEARING MASK. RESTAURANT HAD BEEN SERVED A WARNING AND A CITATION IN REFERENCE TO NOT FOLLOWING GOVERNORS ORDER.

Thanks,

Tonya Elrod

Police Chief

Tallulah Falls Police Department

telrod@pd.tallulahfallsga.gov

Office: (706) 754-6040



Tallah Falls Municipal Court

Citations By Offense Summary

07/01/2020 To 07/31/2020

Charge	Description	Written	Open	Prob	Disposed	Fines	Payments	Balance
UNK	UNKNOWN	1	1	0	0		0.00	
12310	Criminal Trespass	24	24	0	0	2,784.00	232.00	2,552.00
16132	Possession of Marijuana less than ounce	1	1	0	0	1,500.00	0.00	1,500.00
2414	Creating Hazardous Cond/Physically Offensive Cond	1	1	0	0	345.00	0.00	345.00
2721	Fishing w/o License - Resident	1	1	0	0	82.50	0.00	82.50
40520	Driving w/o a License - 1st Offense	1	1	0	0	865.00	-0.00	865.00
406180	Too Fast for Conditions	3	3	0	0	420.00	140.00	280.00
406181	Speeding	23	23	0	0	4,515.00	580.00	3,935.00
408761	Seatbelt Violation Adult	2	2	0	0	30.00	15.00	15.00
5278	Operating a Vessel w/o Personal Flotation Device	1	1	0	0	128.00	0.00	128.00
Grand Totals		58	58	0	0	\$10,669.50	\$967.00	\$9,702.50

TALLULAH FALLS FIRE & RESCUE

Report as of August 5, 2020

Dispatched calls from 08/02

- 07/09 Fire: Mountain Stream Ln. Suspected heat/cool unit fire
- 07/11 Panther Creek: 71 y/o female, SOB
- 07/12 State Park: 2 Patients on steps, Heat related
- 07/12 Panther Creek: 23 y/o female, unresponsive, coded in Med Unit
- 07/16 Main St.: Resident found deceased,
- 07/17 State Park: 35 y/o female, Heat related
- 07/17 Y Camp Rd.: Chest Pain
- 07/20 Y Camp Rd. ; Patient Assist
- 07/20 Panther Creek: 2 Male Children and Female, Heat related
- 07/21 Y Camp Rd: Patient Assist
- 07/21 Hickory Nut; Female, Seizure
- 07/22 Fish Pond lane: Structure Fire
- 07/23 Y Camp Rd. Patient Assist
- 07/25 Hickory Nut; female, stroke symptoms
- 07/25 Panther Creek; 16 y/o male, foot wound
- 07/26 Travis Smith; Oder investigation

Dispatched Calls continued on next page

Dispatched Calls continued

07/26 Y Camp Rd. Covid Symptoms, SOB

08/01 State Park; 15y/o Heat related

08/02 State Park: Female, Heat related

Department Meeting Nights

07/06 Extinguisher training, last call for suggested Officers

07/07 **Special Class:** BLS/CPR class, AHA cards issued
er

07/08 **Special Class:** with Jiff Adams of Habersham. Computer reports

07/13 Truck pump class with instructor Jimmy Yon

07/20 Chain Saw Safety video, Election of Officers, vote on expenditure of money

07/27 Replaced incorrect hose on both trucks, Final list of Officers to submit to Council

Discussion;

The Hickory Nut water during a fire was investigated on 07/08 and then with Habersham County on 07/10. Response time from the Station to the top of Hickory nut was found to be about 9 minutes. Average response time of Volunteers to the Station was 5 minutes. Habersham Tanker could arrive in Tallulah Falls within 10 minutes. That Tanker is equipped with one drop tank. Our fire department also has one useable drop tank. Utilizing the **Dry Hydrant** on the Lake it is suggested that a constant water supply could be obtained within the first 20 minutes. A water flow test has not yet been conducted.

Please find within an estimate on the repair to the lighting on the pickup truck. This would allow for city use with yellow lights and white flashers for road work and clean up as well as Fire department use for Road Hazards, Medical response, Fire equipment response and Traffic control. As this is a important asset to the Town the cost could either be shared or Donation Money of the Fire Department could be used.

Town Of Tallulah Falls
Balance Sheet
 As of July 31, 2020

	Jul 31, 20
ASSETS	
Current Assets	
Checking/Savings	
11.0000 · Petty Cash	100.00
11.1110 · Checking - General Fund UCB	250,026.59
11.1112 · Checking - Water Fund	62,111.10
11.1113 · Checking - Hotel Motel Tax Fund	288.26
11.1114 · Checking - Volunteer Fire Dept	13,937.47
11.1115 · Checking - Technology Fund	4,087.08
11.1116 · Checking - Habersham SPLOST 6	81,658.56
11.1117 · Checking - Habersham SPLOST 4	6,239.85
11.1118 · Checking - Rabun SPLOST 13	76,206.87
11.1119 · Trust Acct - Municipal Court	25,195.95
11.1120 · Checking - Rabun SPLOST 19	188,008.52
11.1360 · CD-2050 Oconee 06-23-20 WF	25,946.17
11.1380 · CD-0131 Oconee 03-19-20	27,257.55
11.1384 · CD-0128 Oconee 03-19-20	8,090.37
11.1385 · CD-0129 Oconee 03-19-20	100,094.18
11.1390 · CD-0130 Oconee 03-19-20	30,755.64
Total Checking/Savings	900,004.16
Accounts Receivable	
11.1500 · Property Tax Receivable 2018	-274.68
11.1501 · Property Tax Receivable 2019	848.65
11.1900 · Accounts Receivable - Water	89.79
Total Accounts Receivable	663.76
Other Current Assets	
11.3100 · Due from other funds	-485.25
12000 · Undeposited Funds	849.35
Total Other Current Assets	364.10
Total Current Assets	901,032.02
TOTAL ASSETS	901,032.02
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
12.1300 · Payroll Liabilities	
12.1350 · Insurance Payable - GMA	25.50
Total 12.1300 · Payroll Liabilities	25.50
12.2600 · Deposits Payable	700.00
Total Other Current Liabilities	725.50
Total Current Liabilities	725.50
Total Liabilities	725.50
Equity	
13.4200 · Uncleared Transactions at O Bal	196,222.75
13.4201 · Opening Balance Equity	704,910.49
Net Income	-826.72
Total Equity	900,306.52
TOTAL LIABILITIES & EQUITY	901,032.02

General Fund Budget	July 2020	FY to date	Original Budget	Revised Budget	Remaining Budget	% of Budget
General Fund Revenues						
Revenues	1,605	1,605	298,463		296,858	1%
Grants	0	0	22,400		22,400	0%
Interfund Transfer In - Hotel/Motel	0	0	1,800		1,800	0%
Sale of Assets	0	0	0		0	#DIV/0!
Use of Surplus	0	0	0		0	
Total Revenues & Other Sources	1,605	1,605	322,663	0	321,058	0%
General Fund Expenditures						
1100 Legislative	499	499	6,000		5,501	8%
1300 Executive	124	124	1,190		1,066	10%
1500 General Administration	7,350	7,350	107,894		100,544	7%
2650 Municipal Court	883	883	20,000		19,117	4%
3200 Police	4,780	4,780	116,787		112,007	4%
3500 Fire	4,333	4,333	26,492		22,159	16%
4200 Highways and Streets	1,426	1,426	32,300		30,874	4%
Total Operating Expenditures	19,395	19,395	310,663		291,268	6%
Interfund Transfer Out - Water	0	0	12,000		12,000	0%
Total Expenditures & Transfers	19,395	19,395	322,663	0	303,268	6%
Total Current Profit/Loss General Fund	-17,790	-17,790	0			
Capital Projects Budget						
Revenue Sources						
SPLOST	0	0	61,165	67,303	67,303	0%
LMIG 2020	0	0	13,619	14,966	13,619	0%
LMIG 2019 (carry forward)	0	0	0	13,619	-13,619	0%
Total Available Sources	0	0	74,784	95,888	67,303	0%
Expenditures						
Capital Outlay - Fire	0	0	13,800	13,800	13,800	0%
Capital Outlay - Police	0	0	5,000	5,000	5,000	0%
Capital Outlay - Parks/Rec	0	0	3,500	3,500	3,500	0%
Capital Outlay - Roads	0	0	84,839	91,886	91,886	0%
** LMIG Projects	0	0	41,665	61,121		
** Other Road Projects	0	0	43,174	30,765		
Capital Outlay - Building	0	0	0	4,000	0	#DIV/0!
Total Capital Improvements	0	0	107,139	118,186	114,186	0%

Water Fund Budget	July 2020	FY to date	Original Budget	Revised Budget	Remaining Budget	% of Budget
Water Fund Revenues						
Water Revenues	5,310	5,310	56,780		51,470	9%
ITAD Grant	0	0	0		0	
Interfund Transfer In - SPLOST	0	0	93,224		0	0%
Interfund Transfer In - GF	0	0	12,000		0	0%
Use of Reserves/Cash in Water CD	0	0	0		0	
Total Revenues & Other Sources	5,310	5,310	162,004	0	51,470	3%
Water Fund Expenses						
Water Operations	6,353	6,353	68,780		-6,353	9%
Water Capital Outlay			93,224			
** Jungle Line Project	0	0				
** HNM Tank Project	4,000	4,000				
Total Other Water Capital	4,000	4,000	93,224		89,224	4%
Emergency Water Repair						
Total Capital Expenses	8,000	4,000	93,224	0	89,224	4%
Total Expenses	14,353	10,353	162,004	0	82,871	6%
Total Current Profit/Loss Water Fund	-9,043	-5,043	0	0	-31,401	

SPLOST FUNDS	Original Budget	Revised Budget	Current FY	Previous Yrs.	Current Bal		
ROADS/BRIDGES							
SPLOST IV (carry forward)	64,411	64,411		64,411	6,239		
LMIG 2016	7,818			7,818			
Hickory Nut Mtn.	3,901			3,901			
Interest Revenue				360	0		
Total Available	76,130	64,411	0	76,490	6,239		
Capital Outlay - Water	19,086	15,094		15,094	0		
Capital Outlay - Roads	37,863	53,500		47,296	6,204		
Capital Outlay - Public Safety	7,462	7,861		7,861	0		
Total Projects	64,411	76,455	0	70,251	6,204		
Net Available							35
SPLOST VI							
	Original Budget	Revised Budget	Current FY	Previous Yrs.	Transfer Projects	Current Bal	To Collect
SPLOST Revenue	271,740	271,740	4,580	228,777		80,345	38,383
Interest Revenue			0	1,315		1,315	0
Total SPLOST Available	271,740	271,740	4,580	230,092		81,660	38,383
Capital Outlay - Roads	25,000	25,000	0	0		25,000	
Capital Outlay - Public Safety	131,740	131,740	0	68,583		63,157	
Capital Outlay - Water	20,000	20,000	0	20,000		0	
Capital Outlay - Public Facilities	70,000	70,000	0	64,429		5,571	
Capital Outlay - Parks/Rec.	25,000	25,000	0	0		25,000	
Total Projects	271,740	271,740	0	153,012		118,728	
Net Available						-37,068	1,315
SPLOST XIII							
	Original Budget	Revised Budget	Current FY	Previous Yrs.	Transfer Projects	Current Bal	
SPLOST Revenue (carry forward)	200,000	200,000	0	200,000		75,000	
Interest Revenue			0	1,207		1,207	
Total SPLOST Available	200,000	200,000	0	201,207		76,207	
Capital Outlay - Roads	75,000	75,000	0	0		75,000	
Capital Outlay - Public Safety	45,000	37,394	0	37,394	-7,606	0	
Capital Outlay - Water	80,000	87,606	0	87,606	7,606	0	
Total Projects	200,000	200,000	0	125,000		75,000	
Net Available						1,207	
SPLOST XIX							
	Original Budget	Revised Budget	Current FY	Previous Yrs.	Transfer Projects	Current Bal	To Collect
SPLOST Revenue	220,000	220,000	0	220,000		187,994	0
Interest Revenue			0	15		15	0
Carry Forward							
Total SPLOST Available	220,000	220,000	0	220,015		188,009	0
Capital Outlay - Roads	50,000	50,000	0	0	0	50,000	
Capital Outlay - Public Buildings	50,000	50,000	0	0	0	50,000	
Capital Outlay - Water	120,000	120,000	4,000	28,006	0	87,994	
Total Projects	220,000	220,000	4,000	28,006		187,994	

Volunteer Time Sheet - Gary & Donna Verdino

Week 1: July4 to July10, 2020

Name	Date	Day	Time In	Time Out	Hours	Running Total	Task
Donna	7.4.20	Sat.	11:30	12:30	1:00	1:00	Obtained & organized TFFD Personnel files prior to scanning. Checked mail at PO & drop box.
Gary	7.4.20	Sat.	12:00	12:45	0:45	1:45	Trimmed tree in front of City Hall
Gary	7.4.20	Sat.	12:45	14:30	1:45	3:30	Brush Fire-Stone Place
Gary	7.4.20	Sat.	14:30	16:00	1:30	5:00	Rec'd instructions from Paul M. re: soda machine. Cleared up tree brush from in front of City Hall.
Gary & Donna	7.6.20	Mon.	9:45	11:45	4:00	9:00	Trimmed trees & bushes at Gorge View. Organized and brought a couple of items to shed behind City Hall.
Gary & Donna	7.6.20	Mon.	11:45	15:45	8:00	17:00	Took trash from Gorge View to recycle center. Finished trimming at Gorge View. Cleaned grafitti from City Limit sign south of town.
Gary	7.6.20	Mon.	17:00	20:30	3:30	20:30	Fire Training
Donna	7.7.20	Tue.	9:30	12:00	2:30	23:00	Scanned TFFD Personnel files.
Gary	7.7.20	Tue.	9:30	12:00	2:30	25:30	Worked with Paul M. to prepare for CPR class.
Donna	7.7.20	Tue.	13:00	16:15	3:15	28:45	Scanned TFFD Personnel files. Finished day sorting items at Rock House.
Gary	7.7.20	Tue.	13:00	16:15	3:15	32:00	Installed new file cabinet lock in FD. Loaded rock into trailer. Hauled Rock House items to storage. Sorted at Rock House
Gary & Donna	7.8.20	Wed.	9:15	12:00	5:30	37:30	Emptied Rock House. Hauled items to City Hall, Gorge View storage & recycle center. Burnt trash.
Gary & Donna	7.8.20	Wed.	13:00	17:00	8:00	45:30	Continued cleaning at Rock House & monitoring Bluegrass fire. Attended TFFD computer training 2:00 - 4:30 PM.
Gary	7.9.20	Thu.	8:45 AM	10:45 AM	2:00	47:30	Worked with Bruce Vickers on right-of-way repair.
Donna	7.9.20	Thu.	9:30	12:00	2:30	50:00	Cleaned at Rock House.
Gary	7.9.20	Thu.	10:45 AM	12:00	1:15	51:15	Cleaned gutters at Rock House
Gary	7.9.20	Thu.	12:00	1:00 PM	1:00	52:15	Fire call with Paul M.
Donna	7.9.20	Thu.	1:00 PM	4:15 PM	3:15	55:30	Cleaned at Rock House.
Gary	7.9.20	Thu.	1:30 PM	4:15 PM	2:45	58:15	Cleaned gutters at Rock House
Donna	7.10.20	Fri.	9:00 AM	4:00 PM	7:00	65:15	Have City Hall open on a Friday. Scanned TFFD files. Calls & walk-ins.
Gary	7.10.20	Fri.	11:45 AM	12:45 PM	1:00	66:15	Test Pumper's response time to top of Hickory Nut with Paul M. Checked water supply at Rock House. Discovered exterior leaking pipes.

Volunteer Time Sheet - Gary & Donna Verdino

Week 2: July 11 to July 17, 2020

Name	Date	Day	Time In	Time Out	Hours	Running Total	Task
Gary	7.11.20	Sat.	12:30	18:15	5:45	5:45	Worked until 5 PM on water line to Rock House. Line broken in several places due to tree roots. Added spigot in front yard. Started trimming along right-of-way adjacent to Vandiver fence.
Gary	7.11.20	Sat.	19:00	22:15	3:15	9:00	Panther Creek rescue with Carl S., Matt N., Kevin P.
Gary	7.12.20	Sun.	16:45	19:00	2:15	11:15	TGSP N21 Rescue with Matt N., Jason, Kevin P. & Jimmy Yon.
Gary	7.12.20	Sun.	21:45	0:15	2:30	13:45	Panther Creek rescue with Matt & Crystal N., Kevin P., Stephanie M., Carl S. & Jason I.
Gary & Donna	7.13.20	Mon.	8:30	12:00	7:00	20:45	Took F150 to Wiley Tier for oil change. Cut back growth from around exterior of Rock House.
Gary & Donna	7.13.20	Mon.	13:00	16:30	7:00	27:45	Cut back and hauled off growth from around exterior of Rock House.
Gary	7.13.20	Mon.	17:00	20:00	3:00	30:45	Fire training.
Donna	7.14.20	Tue.	9:30	12:00	2:30	33:15	Scanned TFFD personnel records.
Gary	7.14.20	Tue.	9:30	12:00	2:30	35:45	Took truck to Rabun Co. Garage. Got fuel & key assigned to Truck 7. Picked up supplies at Home Depot & Walmart.
Donna	7.14.20	Tue.	13:00	16:00	3:00	38:45	Scanned TFFD personnel records.
Gary	7.14.20	Tue.	13:00	16:00	3:00	41:45	Put supplies away. Filled FD soda machine. Worked on water line at Rock House.
Gary & Donna	7.15.20	Wed.	9:30	12:00	5:00	46:45	Worked at Rock House. Cleaning off roof. Cleaning out gutters. Pressure washing outside.
Gary & Donna	7.15.20	Wed.	13:00	16:30	7:00	53:45	Worked at Rock House. Cleaning off roof. Cleaning out gutters. Pressure washing outside.
Gary	7.16.20	Thu.	8:45	11:45	3:00	56:45	TFFD Call. DOA. With Paul M., Jimmy Y. & Carl S. LE failed to enter premisis.
Gary	7.16.20	Thu.	12:15	13:30	1:15	58:00	Drove to Stations 9 & 3 to refill oxygen bottles for FD.
Gary & Donna	7.16.20	Thu.	13:30	15:45	4:30	62:30	Finished clean-up at Rock House
Gary	7.16.20	Thu.	3:45	18:30	14:45	77:15	Worked with Paul M. putting new pads in AEDs, applied new striping to FD floor, & replaced lock on fire dept. side door.
Donna	7.17.20	Fri.	9:00	16:00	7:00	84:15	Opened City Hall for walk-ins & phone calls. Scanned last of personnel files. Scanned Council Minutes 1998 - 2000.
Gary	7.17.20	Fri.	11:00	11:30	0:30	84:45	Reviewed Rock House & RR St. clean up with Mike Early
Gary	7.17.20	Fri.	12:45	13:45	1:00	85:45	Gorge Rescue at N15 with Paul M, Jason I, Stephanie M. & SAR 17
Gary	7.17.20	Fri.	13:45	15:15	1:30	87:15	Stn 17 to p/u regulator & Patrol Upfitters for estimate.
Gary	7.17.20	Fri.	20:00	21:00	1:00	88:15	TFFD. Call. Y Camp Rd. Chest pain. With Paul M. & Bill G.

Volunteer Time Sheet - Gary & Donna Verdino

Week 3: July 18 to July 24, 2020

Name	Date	Day	Time In	Time Out	Hours	Running Total	Task
Gary & Donna	7.20.20	Mon	9:30	13:30	8:00	8:00	Loaded truck & trailer with Paul M & Carl S. Took metal to Carter's Disposal in Toccoa. Took used flags to American Legion.
Gary	7.20.20	Mon	14:15	15:30	1:15	9:15	Cleaned ice machine
Gary	7.20.20	Mon	15:30	16:15	0:45	10:00	Patient assist, Y Camp Road. With Paul M.
Gary	7.20.20	Mon	16:15	17:15	1:00	11:00	Panther Creek call. With Crystal N., Kevin P., Paul M. & Carl S.
Gary	7.20.20	Mon	17:15	20:30	3:15	14:15	TFFD Chain saw safety & voted in officers.
Gary	7.20.20	Mon	21:00	21:30	0:30	14:45	Finished cleaning ice machine
Gary	7.21.20	Tue.	7:30	8:00	0:30	15:15	Patient assist, Y Camp Road. With Paul M., Matt N. & Carl S.
Gary	7.21.20	Tue.	9:00	12:00	3:00	18:15	Worked with Paul M on soda machine. Cleaned out ice machine. Met Matt N. at Patrol Upfitters for estimate.
Donna	7.21.20	Tue.	9:15	12:00	2:45	21:00	Scanned Council Minutes & uploaded to MuniCode.
Gary	7.21.20	Tue.	13:00	15:30	2:30	23:30	Took TFFD applications to Rabun Co. for background check, got prices for TFFD T-shirts, Reeves for chain saw sharper, fuel for truck and sharpened 1 TFFD chain saw.
Donna	7.21.20	Tue.	13:00	16:00	3:00	26:30	Scanned Council Minutes & uploaded to MuniCode.
Gary	7.21.20	Tue.	16:14	17:30	1:16	27:46	Med Call Hickory Nut Mtn. Rd. with Paul M.
Gary	7.22.20	Wed.	4:45	5:45	1:00	28:46	Structure fire with Paul M., Matt N., & Bill G.
Gary & Donna	7.23.20	Thu.	9:15	12:45	7:00	35:46	Cut, loaded & dumped 2 loads of debris from TF RR Street.
Gary & Donna	7.23.20	Thu.	13:30	15:15	3:30	39:16	Cut, loaded & dumped 1 load of debris from TF RR Street.
Gary & Donna	7.23.20	Thu.	15:15	15:45	1:00	40:16	Patient assist call at 900 Y Camp Rd.
Gary & Donna	7.23.20	Thu.	15:45	17:00	2:30	42:46	Cut, loaded & dumped 1 load of debris from TF RR Street.
Donna	7.24.20	Fri.	9:00	16:00	7:00	49:46	City Hall open for business. Scanned Council Minutes & uploaded to MuniCode.
Gary	7.24.20	Fri.	9:15	12:00	2:45	52:31	Sharpened 2 FD chain saws. Washed Rescue.
Gary	7.24.20	Fri.	13:15	15:15	2:00	54:31	Waxed Rescue.

Volunteer Time Sheet - Gary & Donna Verdino

Week 4: July 25 to July 31, 2020

Name	Date	Day	Time In	Time Out	Hours	Running Total	Task
Gary	7.25.20	Sat.	10:15	14:00	3:45	3:45	2 TFFD Rescue Calls: Hickory Nut Mtn & Panther Creek.
Gary	7.26.20	Sun.	10:45	11:15	0:30	4:15	FD call. Strong odor in basement.
Gary	7.27.20	Mon.	9:30	12:00	2:30	6:45	To Stn. 1 to p/u new gear for Paul M. Worked on FD truck wrench.
Donna	7.27.20	Mon.	9:30	12:00	2:30	9:15	Scanned Council Minutes & uploaded to MuniCode.
Gary	7.27.20	Mon.	13:00	16:00	3:00	12:15	Worked on street signs on Main, Vandiver & Cartledge.
Donna	7.27.20	Mon.	13:00	16:00	3:00	15:15	Scanned Council Minutes & uploaded to MuniCode.
Gary	7.27.20	Mon.	17:30	20:00	2:30	17:45	Fire training
Donna	7.28.20	Tue.	9:15	12:00	2:45	20:30	Scanned 2018 Council Minutes & uploaded to MuniCode. Linda L. will do 2019 & 2020 from her records.
Gary	7.28.20	Tue.	9:15	12:00	2:45	23:15	Worked on street signs on Gorgeview & used weedeater around fire hydrant.
Donna	7.28.20	Tue.	13:00	17:15	4:15	27:30	Scanned some Audits & some Meeting Minutes. Checked in people coming to court.
Gary	7.28.20	Tue.	13:00	17:30	4:30	32:00	Worked on street signs on River St.
Gary & Donna	7.29.20	Wed.	9:00	12:15	6:30	38:30	3 loads of debris removed from RR Street
Gary & Donna	7.29.20	Wed.	13:15	15:45	5:00	43:30	1 load of mostly tree stumps removed from RR St.
Gary	7.29.20	Wed.	15:45	17:45	2:00	45:30	Put "Fire & Rescue" sticker on back of pickup. Put TFFD license plates on all FD vehicles.
Gary	7.30.20	Thu.	9:45	10:30	0:45	46:15	Sharpened blade on one chair saw.
Gary	7.30.20	Thu.	15:00	17:30	2:30	48:45	Sharpened blade on other chair saw. Replaced shovel handle. Replaced water filter on ice machine. Had to go to town for part.
Gary	7.31.20	Fri.	9:00	11:45	2:45	51:30	Straightened & cleaned signs in TF
Donna	7.31.20	Fri.	9:00	16:15	7:15	58:45	Finished scanning Meeting Minutes through 5.7.20. Assume Linda L. will bring current. Scanned Audits through 1991.
Gary	7.31.20	Fri.	12:15	15:45	3:30	62:15	Finished signs in TF, both straightening & cleaning.

Monthly Total: 271
Monthly Required: 96

ZONING ADMINISTRATOR REPORT

JUNE/JULY

PERMITS ISSUED

LAND DISTURBING ACTIVITY

1. J & D Irvin, LLC, Hickory Nut Mountain Road – Lots 17, 18, 18A, 19, 20, 20A, 21 and 21A
Acreage to be disturbed – less than 0.10 acre
Permit approved 6-10-20 conditional on EPD requirements
2. J & D Irvin, LLC, Hickory Nut Mountain Road – Lots 22A, 23 and 24)
Acreage to be disturbed – less than 0.10 acre
Permit approved 6-10-20 conditional on EPD requirements
3. J & D Irvin, LLC, Hickory Nut Mountain Road – Lot 22
Acreage to be disturbed – less than 1 acre
Permit under review

BUILDING

None

ZONING APPLICATIONS RECEIVED

Rezoning

None

Variance

None

BUSINESS LICENSES ISSUED

1. Main Street Grill & BBQ, 110 Main Street – Restaurant – Jeffrey Cope
2. Tallulah Point LLC, 940 Tallulah Gore Scenic Loop – Retail gift shop – J. Clinton Irvin
3. General Store, 100 Main Street – Retail gift shop – Mary Beth Hughes

ALCOHOL LICENSE APPLICATIONS RECEIVED

1. Main Street Grill & BBQ – under review

SIGN PERMIT APPLICATIONS RECEIVED

1. General Store, 100 Main Street, Mary Beth Hughes – under review
2. General Store, corner of Main Street/Moss Street, Mary Beth Hughes – under review

APPLICATION FOR ALCOHOLIC BEVERAGES

INSTRUCTIONS: THIS APPLICATION MUST BE TYPED OR PRINTED LEGIBLY AND EXECUTED UNDER OATH. EACH QUESTION MUST BE ANSWERED COMPLETELY. (If the space provided is not sufficient, answer on a separate sheet and indicate in the space if a separate sheet is attached).

Business Name: Main Street Grill & BBQ

TYPE OF LICENSE: (check one) New License New Ownership

ADMINISTRATIVE FEE: \$250.00 – ALL NEW APPLICANTS AND RENEWALS (if licensee has changed).

TYPE OF BUSINESS (check all that apply):

- Restaurant
- Hotel/Motel
- Wholesale
- Super Market/Grocery Store
- Convenience Store
- Brew Pub
- Special Events Facility
- Other

Will your establishment provide “live” entertainment? Yes No

If yes, please explain: _____

TYPE OF LICENSE AND FEES (check all that apply):

DISTRIBUTION

- Distribution to importers or wholesale dealers
- Beer only - TBD
- Wine Only - \$1000

OTHER (supplemental license)

- Licensed Caterer (Beer/Wine) - TBD
- Alcohol Beverage Manufacturer - \$500
- Wine Tasting Room - TBD (off premises retail pkg.)
- Brew Pub - TBD

RETAIL CONSUMPTION (on premises)

- Malt Beverages and Wine - \$800
- Malt Beverages only - \$400
- Wine only - \$400
- Distilled spirits - TBD

OTHER (stand-alone licenses)

- Performing Arts Facility - TBD
- Special event by a civic non-profit - TBD
- Gift Shop (Beer/Wine) - TBD
- Special Events Vendor - TBD

Redacted

Town of Tallulah Falls – Alcohol License Application

BUSINESS INFORMATION:

Business name: Main Street Grill & BBQ
Street Address: 110 Main Street
City: Tallulah Falls State: Ga. Zip Code: 30573

TYPE OF OWNERSHIP

- | | |
|---|---|
| <input checked="" type="checkbox"/> Sole Ownership | <input type="checkbox"/> Privately Held Corporation |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Public Held Corporation |
| <input type="checkbox"/> Public Held Corporation
Subject to S.E.C. Regulations | <input type="checkbox"/> Other |

OWNER (1) INFORMATION:

Owner Name: Jeffrey Cope Length of Residency: 5 yr DOB: _____

IF BUSINESS HAS MORE THAN ONE OWNER, PLEASE COMPLETE THE FOLLOWING:

OWNER (2) INFORMATION:

Owner Name: _____ Length of Residency: _____ DOB: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ Cell: _____

Email Address: _____

Mailing Address (if different): _____

City: _____ State: _____ Zip Code: _____

OWNER (3) INFORMATION:

Owner Name: _____ Length of Residency: _____ DOB: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ Cell: _____

Email Address: _____

Mailing Address (if different): _____

City: _____ State: _____ Zip Code: _____

PLEASE COMPLETE FOR EACH MANAGER FOR YOUR BUSINESS:

MANAGER (1) INFORMATION:

Manager Name: _____ Length of Residency: _____ DOB: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ Cell: _____

Email Address: _____

Town of Tallulah Falls Alcohol License Application

MANAGER (2) INFORMATION:

Manager Name: _____ Length of Residency: _____ DOB: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ Cell: _____

Email Address: _____

MANAGER (3) INFORMATION:

Manager Name: _____ Length of Residency: _____ DOB: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ Cell: _____

Partners or LLC members having any financial interest shall list the names, addresses and ownership interest of each:

- Full Legal Name _____ % Interest _____
Home Address _____ Home Phone _____
City _____ State _____ Zip Code _____
Age _____ Length of Residency _____
- Full Legal Name _____ % Interest _____
Home Address _____ Home Phone _____
City _____ State _____ Zip Code _____
Age _____ Length of Residency _____
- Full Legal Name _____ % Interest _____
Home Address _____ Home Phone _____
City _____ State _____ Zip Code _____
Age _____ Length of Residency _____

c) For Corporation:

Name of Corporation _____
(Name must be shown exactly as in Articles of Incorporation or Charter)
Date of Incorporation _____ Place of Incorporation _____
Address _____ Phone _____
City _____ State _____ Zip Code _____

Officers:

- Full Legal Name _____
% Stock Owned _____ Office Held _____
Home Address _____ Phone _____
City _____ State _____ Zip Code _____
Age _____ Length of Residency _____
- Full Legal Name _____

% Stock Owned _____ Office Held _____

Home Address _____ Phone _____

City _____ State _____ Zip Code _____

Age _____ Length of Residency _____

> Full Legal Name _____

% Stock Owned _____ Office Held _____

Home Address _____ Phone _____

City _____ State _____ Zip Code _____

Age _____ Length of Residency _____

Property:

(Evidence of ownership of the building or proposed building must be attached to application. If property is leased, you must attach copy of lease or if a franchise, attach copy of franchise agreement or contract.)

Owner of the property (land and building) where the business will be located:

Name Larry Hamilton

Address PO Box

City Tallulah Falls State GA Zip Code 30573

Is the space where the business is to be located rented or leased? Yes No

If yes, please state name of landlord or lessor and address:

Name Larry Hamilton Address PO Box

City Tallulah Falls State GA Zip Code 30573

If the space is rented or leased, is the rent for the premises to be paid to the landlord or lessor on a percentage of the business or contingent upon the amount of business done? Yes No

Names and addresses of all entities having any whole, partial, beneficial or other interest in and to the land and building on and in which the store is located:

Name _____ Address _____

City _____ State _____ Zip Code _____

Name _____ Address _____

City _____ State _____ Zip Code _____

(Attach additional pages if necessary)

Is the building within the city limits of Tallulah Falls, Georgia? Yes No

Silent, undisclosed partners or joint venturers:

Does any person or firm have any interest in the proposed business as a silent, undisclosed partner or joint venture; or has anyone agreed to split the profits or receipts from the proposed business with any persons, firms, companies, corporations or others?

Yes No If yes, please state name of person or other entity with address and amount of percentage of profits and receipts to be split:

Name _____ Address _____

% _____ City _____ State _____ Zip Code _____

Residency/Age Requirement:

Is the Applicant and Managing Agent at least 21 years of age or older?

Yes No

Is the Applicant:

(check one):

- A United States citizen
- A legal permanent resident
- A qualified alien or non-immigrant under the Federal Immigration and Nationality Act and lawfully present in the United States

Is the Managing Agent:

(check one)

- A United States citizen
- A legal permanent resident
- A qualified alien or non-immigrant under the Federal Immigration and Nationality Act and lawfully present in the United States

Disclosure of previous denials:

Is there any person, managing agent, registered agent, or anyone holding any financial interest in this business who has at any previous time applied for a beer, wine, and/or liquor license from the Town of Tallulah Falls or any other City or County in the State of Georgia or other state or political subdivision?

Yes No If yes, please give full details of disposition on separate sheet.

Is there any person, managing agent, registered agent, or anyone holding any financial interest in this business who has had an alcoholic beverage license revoked or suspended by or to any federal, state or local authority?

Yes No If yes, please give full details of disposition on separate sheet.

Disclosure of licenses held:

Is there any person, managing agent, registered agent, or anyone with a financial interest in this business who holds another alcohol license in any retail category or any license under any wholesale category? Yes No If yes, please give full details on separate sheet.

14. Disclosure of felony/other convictions or offenses:

Is there any person, managing agent, registered agent, or anyone with a financial interest in this business who:

- Has ever been convicted under any federal, state or local law of a crime, other than for traffic violations? Yes No
If yes, please give full details (include separate sheet of paper if needed) including dates, charges and disposition.

- Who has remaining any delinquent ad valorem taxes due the Town of Tallulah Falls or has any outstanding utility bills, fines, assessments, liens, fi fas, penalties, or judgments due to the Town of Tallulah Falls or is currently in any violation of any Town of Tallulah Falls ordinance or resolution?

Yes No If yes, please give full details on separate sheet.

All of the foregoing information is hereby given and all of the foregoing statements are hereby made under oath, willfully, knowingly and absolutely, and the same is and are hereby sworn to be true under penalty for false swearing as provide by law.

Sworn to and subscribed before me,

This 4 day of June, 2020

Linda Papayose
Notary Public

My Commission Expires

Jeffrey Cope
Applicant Signature

Jeffrey Cope
Printed Name of Applicant

owner
Title of Applicant



NOTE: THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETED WITH ALL REQUIRED ATTACHMENTS.
This written application for the license shall be a permanent record which the licensee must maintain current as required by the Town of Tallulah Falls Alcohol Ordinance. Failure to maintain a current application shall be grounds for revocation of the license.

- If the applicant is denied a City or a state license, the deposit representing the initial license fee shall be refunded, but the cost paid for the application, investigation and administrative cost shall be retained.

- There shall be an annual license fee for each license payable in advance for the entire year, beginning January 1 and ending December 31, of each year.
- In the event a license is revoked, surrendered or suspended, there shall be no refund whatsoever.

FOR OFFICIAL USE ONLY:

CLERK REVIEW:

Date

APPLICANT HAS OBTAINED ALL NECESSARY _____

PERMITS City Clerk

FOR OFFICIAL USE ONLY:

CRIMINAL BACKGROUND REVIEW:

Date

APPLICANT HAS COMPLETED ALL
REQUIREMENTS FOR FEDERAL AND
STATE BACKGROUND CHECK AND RESULTS _____
COMPLY WITH THE ORDINANCE
REQUIREMENTS

Pending ORI number

July 2, 2020

TO: Town of Tallulah Falls
P.O. Box 56
Tallulah Falls, Georgia 30573

FROM: Reverend James E. Turpen, Sr.
P.O. Box 25
Tallulah Falls, Georgia 30573

I oppose any alcoholic beverage being approved for sale or distributed in the Town of Tallulah Falls, Georgia 30573. I also oppose you, Mayor and Council, approving the applied for licensing by owner/managing agent, Jeff Cope of Main Street Grill and BBA located at 110 Main Street, Tallulah Falls, Georgia.

Looks like you, mayor and council, have enough problems to deal with without taking on the alcohol problem and the guilt and hurt that goes with it.

Will be praying for your disapproval as well as consideration is given to the hereafter.

Sincerely,

A handwritten signature in black ink that reads "Rev. James E. Turpen, Sr." The signature is written in a cursive style with a large initial 'R' and 'T'.

Rev. James E. Turpen, Sr.

July 2, 2020

TO: Mayor and Council
P.O. Box 56
Town of Tallulah Falls, Georgia 30573

I oppose any alcoholic beverage being approved for sale or to be distributed in the Town of Tallulah Falls, Georgia. I have lived in Tallulah Falls since 1962 (58 years) and the town has been a wonderful and safe place to raise our children and grandchildren.

Now our town has mostly retirees living here who need to be considered. We have Tallulah Falls School with many young people in attendance. We need to set a good example for them.

Why do we need alcohol beverages in our small town, with a major highway running through town? More and more traffic accidents will be happening.

We are very blessed to have two churches in our town—Tallulah Falls Baptist and Tallulah Falls United Methodist. You and every resident in our town are invited to visit either. It might make a difference in your life and the life of the town.

Sincerely,

A handwritten signature in black ink that reads "Catherine Turpen". The signature is written in a cursive style with a large initial "C".

Catherine Turpen



**TALLULAH FALLS
UNITED METHODIST CHURCH**

**204 Church Street
P. O. Box 100
Tallulah Falls, Georgia 30573**

July 2, 2020

To: Mayor and Council
Town of Tallulah Falls, Georgia
P.O. Box 56
Tallulah Falls, Georgia 30573

From: Members, Friends, and Pastor of
The Tallulah Falls United Methodist Church
204 Church Street/P.O. Box 100/706-754-2742
Tallulah Falls, Georgia 30573

As members and friends of the Tallulah Falls United Methodist Church, we oppose your granting of any alcohol license for the sale of any alcohol product any where in the town of Tallulah Falls, Georgia.

We oppose the granting of a license to Jeff Cope of Main Street Grill and BBQ, located at 110 Main Street, Tallulah Falls, Georgia 30573.

Too many deaths have been caused on the road ways of Rabun and Habersham Counties because of driving under the influence of alcohol. It has also contributed to many home and domestic problems. We do not want it sold in our town, now or ever.

Praying for no approval,

Rev. James E. Turpen, Sr.
Pastor

James E. Turpen, Sr., Pastor - 706-754-2742

As a Congregation it is our desire to share the good news of the gospel of Jesus Christ with people near and far through worship, service, and Christian love.

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF TALLULAH FALLS (TOWN) TO AUTHORIZE THE EXECUTION OF THE CORONAVIRUS RELIEF FUND (CRF) TERMS AND CONDITIONS AGREEMENT; TO AUTHORIZE THE ACCEPTANCE OF GRANT PAYMENTS, INCLUDING ALL UNDERSTANDINGS AND ASSURANCES CONTAINED WITHIN SUCH AGREEMENT; TO DIRECT AND AUTHORIZE THE PERSON IDENTIFIED AS THE OFFICIAL REPRESENTATIVE OF THE TOWN, OR THE DESIGNEE OF THE TOWN TO ACT IN CONNECTION WITH THE GRANT APPLICATION; AND TO PROVIDE SUCH ADDITIONAL INFORMATION AS MAY BE REQUIRED.

WHEREAS, in an effort to mitigate the effects of COVID-19, the United States government has made available grant funding through the Coronavirus Relief Fund (CRF) to the State of Georgia, which was established within Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act);

WHEREAS, Governor Brian P. Kemp has authorized the sharing of CRF allocations and disbursements in a phased, measure approach with local governments across the State of Georgia;

WHEREAS, Governor Kemp has acknowledged the critical need that such CRF funding be released to local governments experiencing immediate need as quickly as possible and has directed the Governor's Office of Planning and Budget (OPB) to coordinate with local governments to achieve allocation and disbursement of such CRF funding;

WHEREAS, OPB has created and will administer a grant management system, GeorgiaCARES, which local governments, including the Town shall utilize in order to received allocations and disbursements of CRF funding; and

WHEREAS, the OPB and the State of Georgia, require formal, official action of the Town governing authority to that the CRF funding may be disbursed to the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF TALLULAH FALLS, GEORGIA:

Section 1. Execution of Coronavirus Relief Fund (CRF) Terms and Conditions. The Mayor and Council hereby authorize the execution, delivery, and performance of the Coronavirus Relief Fund (CRF) Terms and Conditions (Agreement) in substantially the form attached hereto as a composite Exhibit A and the acceptance of payments, including all understandings and assurances contained herein.

Section 2. Other Actions Authorized. The Town hereby directs and authorizes the Mayor of the Town of Tallulah Falls or the designee of the Mayor to act in connection with the Grant application and to provide such additional information as may be required by OPB, federal, or state government.

Section 3. Town Attorney. The Town, by and through its governing authority, hereby acknowledges that it has had its legal counsel review the Agreement and that the members of the governing authority itself have reviewed the Agreement and further acknowledge that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.

Section 4. Repealer. All motions, orders, ordinances, bylaws, resolutions, and parts thereof inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any motion, order, ordinance, bylaw, resolution, or part thereof.

Section 5. Effective Date; Severability. This resolution shall become effective immediately, and should the Agreement have been executed by the Mayor or designee before the effective date of this resolution, then this resolution shall stand as an official act of the governing authority of the Town approving of such execution of the Agreement. If any section, paragraph, clause, or provision hereof be held invalid or unenforceable, the invalidity or unenforceability thereof shall not affect the remaining provisions hereof.

PASSED, ADOPTED, SIGNED, APPROVED, and EFFECTIVE this _____ day of _____, 2020.

TOWN OF TALLULAH FALLS, GEORGIA

MIKE EARLY, MAYOR

ATTEST:

APPROVED AS TO FORM:

LINDA LAPEYROUSE, CLERK

WARREN TILLERY, TOWN ATTORNEY

**CORONAVIRUS RELIEF FUND (CRF)
TERMS AND CONDITIONS**

About This Document

This agreement (the “Grant Agreement” or “Agreement”) is entered into between the State of Georgia (the “State”) and the undersigned grantee (“Grantee”) (hereinafter collectively referred to as the “Parties”). This Grant Agreement sets forth the terms and conditions applicable to payments distributed by the State in the form of a grant to Grantee, a local unit of government, from the Coronavirus Relief Fund (CRF) established within Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (hereinafter referred to as “Grant”). The Grantee’s official representative, whose signature appears below, will execute the interest and responsibilities of the Grantee.

These requirements are in addition to those that can be found within the grant management system administered by the Governor’s Office of Planning and Budget (“OPB”), GeorgiaCARES, to which the Grantee agrees when accepting the Grant. Other state and federal requirements and conditions may apply to the Grant, including but not limited to 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and applicable subparts; the State funding announcement under which Grant payments are distributed; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Grantee acknowledges that it and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

1. Definitions

1.1 As used in this Agreement, the following terms shall have the following meanings:

1. **“CARES Act”** means the federal Coronavirus Aid, Relief, and Economic Security Act of 2020.
2. **“Coronavirus Relief Fund”** or **“CRF”** means the fund established within Section 601 of the Social Security Act, as added by Section 5001 of the CARES Act.
3. **“GeorgiaCARES”** means the grant management system administered by OPB to facilitate distribution of Coronavirus Relief Funds to the Grantee.
4. **“Grant”** means the payments distributed by the State in the form of a grant to the Grantee from the Coronavirus Relief Fund.
5. **“Grant Agreement”** or **“Agreement”** means this agreement between the State of Georgia and the Grantee as defined by the Coronavirus Relief Fund Terms and Conditions and its incorporated documents.
6. **“Grantee”** means the undersigned local unit of government.
7. **“OPB”** means the Governor’s Office of Planning and Budget.
8. **“Parties”** means collectively the parties to this Agreement, namely, the State and the Grantee.
9. **“State”** means the State of Georgia.

2. General Requirements and Conditions

1.2 Applicability of Grant Agreement and Provisions

This Grant Agreement is subject to the additional terms, conditions and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations and terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the Grant close-out, cooperation and provision of additional information, return of Grant funds, audit rights, records retention, public information and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.3 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. As required by law, a resolution, motion or similar action has been or will be duly adopted or passed as an official act of the Grantee's governing body, authorizing the execution of this Grant Agreement and the acceptance of payments, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative, or their designee of the Grantee organization to act in connection with the Grant application and to provide such additional information as may be required.

Grantee hereby represents and warrants that it has the power and is duly authorized to enter into this Grant Agreement with regard to all matters described herein upon the terms set forth and that the persons executing this Agreement on behalf of Grantee are the authorized agents of Grantee for the purpose of executing this Agreement. The Parties acknowledge and agree that this Agreement constitutes a valid and legally binding obligation of each Party, enforceable in accordance with its terms.

1.4 Grant Acceptance

The state funding announcement remains an offer until the fully and appropriately executed copy of this Grant Agreement is received by OPB.

1.5 Performance Period

Funding has been authorized for eligible expenditures incurred between March 1, 2020 and December 30, 2020. The performance period for this Grant is from acceptance of this Grant Agreement to the liquidation date or December 30, 2020, whichever is earlier. All expenditures must be incurred and all services must be received within the performance period. The state will not be obligated to reimburse expenses incurred after the performance period and the Grantee shall return to OPB all funds received and not expended by the Grantee and approved by OPB on or before the performance period end date. A cost is incurred when the responsible unit of government has expended funds to cover the cost. The liquidation date for the Grant is predetermined by the State, see Section 6.7 for details.

1.6 General Responsibility

Per the CARES Act, CRF Grant funds may only be used to cover expenses that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Were not accounted for in the budget most recently approved as of March 27, 2020 for the State or Grantee; and
3. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

The US Department of Treasury (Treasury) provided additional guidance on the permissible use of

Grant funds. The Grantee certifies compliance with this additional guidance by executing this Grant Agreement. Further explanation and examples can be found on Treasury's website at the following link: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>. Recipients of CRF Grant funds must also adhere to any applicable state statutes, rules, or regulations as applicable in the expenditure of these funds. In the event that one or more provisions of said applicable state statutes, rules, or regulations shall conflict with the applicable federal laws, rules, or regulations, the federal law, rule, or regulation shall control, however, in the event that the state statute, rule, or regulation is more restrictive it shall control.

The Grantee certifies compliance with these eligible expenses by executing this Grant Agreement, including the CARES Act Coronavirus Relief Fund Eligibility Certification Form in Exhibit C, which is attached hereto and incorporated for all purposes.

The Grantee is responsible for the integrity of the fiscal and programmatic management of the Grant project; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will maintain an appropriate Grant administration system to ensure that all terms, conditions and specifications of the Grant are met.

The Grantee agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report Grant data with accuracy, providing full accountability for revenues, expenditures, assets and liabilities. This system shall provide reasonable assurance that the Grantee is managing federal and state financial assistance programs in compliance with all applicable laws and regulations, including the reporting requirements outlined at <https://home.treasury.gov/system/files/136/IG-Coronavirus-Relief-Fund-Recipient-Reporting-Record-Keeping-Requirements.pdf>.

1.7 Amendments and Changes to the Grant Agreement

The state may make changes to the Grant. Changes include, but are not limited to, modifying the scope of the Grant project, adding funds to previously un-awarded cost items or categories, changing funds in any awarded cost items or category, de-obligating awarded funds or changing Grant officials. In the event the State determines that changes are necessary to the Grant award document after an award has been made, including changes to period of performance or terms and conditions, the Grantee will be notified of the changes in writing, and any such changes shall be documented in GeorgiaCARES.

The Grantee has no right or entitlement to payment or reimbursement with Grant funds. The Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the state in excess of the availability of funds for initial payment and reimbursement as provided in the funding announcement. The Grantee agrees that any act, action or representation by either party, their agents or employees that purports to waive or alter the terms of this Grant Agreement or increase the maximum liability of the state is void unless an amendment to this Grant Agreement is consented to by both parties in writing and is documented in GeorgiaCARES. Notwithstanding this requirement, it is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and

shall become a part hereof as of the effective date of the rule, regulation or law.

1.8 Jurisdictional Cooperation

If the Grantee is a municipality, it may yield any portion of the payments it is eligible to receive pursuant to this Grant Agreement to the county within which it exists or if Grantee is a county, it may yield any portion of the payments it is eligible to receive pursuant to this Grant Agreement to a municipality within its geographical boundaries for eligible expenses. This may be accomplished in one of the following two ways:

1. By a Grant amendment, made by the state as described in Section 1.7, whereby funds are de-obligated from the Grantee and then added to previously un-awarded costs items or categories of the receiving jurisdiction's grant award; or
2. Upon written approval from the State and documentation of such approval in GeorgiaCARES, the Grantee may use funds pursuant to this Grant Agreement to subcontract with another political subdivision within its jurisdiction for eligible and necessary expenditures incurred due to the Coronavirus Disease 2019 (COVID-19) public health emergency. The Grantee is responsible for ensuring subcontractor eligibility, ensuring expenditures are appropriate, reporting expenditures in GeorgiaCARES and maintaining all required documentation.

1.9 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the Grantee acknowledges that the State of Georgia, OPB, and this Grant Agreement are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-71, *et seq* (ORA). The Grantee acknowledges that OPB will comply with the ORA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Georgia.

The Grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OPB, is subject to the ORA, whether created or produced by the Grantee or any third party, and the Grantee agrees that information not otherwise excepted from disclosure under the ORA will be available in a format that is accessible by the public at no additional charge to OPB or the State. The Grantee will cooperate with the State and OPB in the production of documents or information responsive to a request for information.

1.10 Remedies for Non-Compliance

If the State determines that the Grantee fails to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, a state plan or application, a notice of award, or any other applicable requirement, the State, in its sole discretion, may take actions including:

1. Imposing sanctions;
2. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Grant Agreement. A corrective action plan shall be a compulsory set of actions mandated by OPB that will ensure the Grantee will take certain actions to bring its jurisdiction into compliance with the terms of this Grant Agreement.

If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund payments or reimbursements in a manner and timeframe as determined by OPB;

3. Requiring the Grantee to return or offset previous payments or reimbursements to OPB in a manner and timeframe as determined by OPB. By entering into this Grant Agreement Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Grant Agreement shall entitle the State to implement this remedy, regardless of whether or not the previous payments or reimbursements were made for allowable costs;
4. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
5. Disallowing claims for reimbursement;
6. Wholly or partially suspending or terminating the Grant;
7. Prohibiting the Grantee from applying for or receiving additional funds for other grant programs administered by the State until repayment to OPB is made and any other compliance or audit finding is satisfactorily resolved;
8. Reducing the Grant award maximum liability of the state; or
9. Taking other remedies or appropriate actions.

If OPB elects to implement whole or partial suspension or termination of the Grantee's Grant in accordance with this Section of the Grant Agreement, the Grantee's costs resulting from Grant eligible expenditures incurred during any such suspension or after termination of the Grant are not allowable costs unless OPB expressly authorizes them either in the notice of suspension or termination or subsequently.

The State, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

The Grantee acknowledges and agrees that the State has the rights and remedies stated above and any other rights and remedies set forth in this Grant Agreement which are fair and reasonable and further acknowledges and agrees that no action taken by the State to assert or enforce any of these rights or remedies shall excuse the Grantee from performance of its obligations under this Agreement.

1.11 False Statements by Grantee

By acceptance of this Grant Agreement, the Grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Grant Agreement. If applicable, the Grantee will comply with the requirements of 31 U.S.C. § 3729-3733, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently

determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31 U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

1.12 Conflict of Interest Safeguards

The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Grantee will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this Grant Agreement in accordance with Title 45 Chapter 10 of the O.C.G.A., 18 U.S.C. § 666, 18 U.S.C. § 1031, and 2 C.F.R. § 200.318.

1.13 Fraud, Waste and Abuse

The Grantee acknowledges and assents that the State of Georgia shall not tolerate fraud, waste or misuse of funds received from any state entity (*See* Title 45 Chapter 10 of the O.C.G.A.) and that any violation of state or federal law, state policies or standards of ethical conduct shall result in penalties including, but not limited to, suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, remedies set forth in 2 C.F.R. § 200.338, and civil and/or criminal penalties.

In the event the Grantee becomes aware of any allegation or a finding of fraud, waste or misuse of funds received from OPB that is made against the Grantee, the Grantee is required to immediately report said allegation or finding to the U.S. Department of the Treasury Office of the Inspector General¹ and to OPB and must continue to inform OPB of the status of any such on-going investigations. The Grantee must also promptly refer to OPB as well as the appropriate federal authorities, including, but not limited to, the U.S. Department of the Treasury Office of the Inspector General, any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving award funds. Grantees must also immediately notify OPB in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OPB in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the Grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits or indictments to OPB.

¹ See 2 C.F.R. § 200.113. Disclosure, in a timely manner, to the Federal awarding agency or pass-through entity is mandatory for all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338.

1.14 Termination of the Agreement

The State may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against the State, upon written notice to the Grantee. In the event the Grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, the State may, upon written notice to the Grantee, terminate this Grant Agreement for cause, without further notice or opportunity to cure. Such notification of termination for cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

The State and the Grantee may mutually agree to terminate this Grant Agreement at any time. The State, in its sole discretion, will determine if, as part of the agreed termination, the Grantee is required to return any or all of the disbursed Grant funds.

Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under this Grant Agreement, including those remedies listed at 2 C.F.R. § 200.207 and 2 C.F.R. § 200.338 – 200.342. Following termination by the State, the Grantee shall continue to be obligated to OPB for the return of Grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, the State may elect to reimburse the Grantee but any such reimbursement shall be limited to allowable costs incurred and paid by the Grantee prior to the effective date of termination, and any allowable costs determined by the State in its sole discretion to be reasonable and necessary to cost-effectively wind down the Grant. Termination of this Grant Agreement for any reason or the expiration of this Grant Agreement shall not release the parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.15 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THIS GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE GEORGIA ATTORNEY GENERAL WHEN STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE GEORGIA ATTORNEY GENERAL. THE GRANTEE AND THE STATE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by the State, OPB, or their officers, regents, employees, agents, or contractors, of any privileges, rights, defenses, remedies, or immunities from suit and liability that OPB or the State may have by

operation of law.

1.16 Dispute Resolution

The parties' designees will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OPB, the Grantee shall continue performance and shall not be excused from performance during the period any breach of this Grant Agreement, claim or dispute is pending.

The laws of the State govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation, or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Superior Court of Fulton County, Georgia.

The Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the court referenced above for the purpose of prosecuting and/or defending such litigation. The Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the Grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

1.17 Liability for Taxes

The Grantee agrees and acknowledges that Grantee is entirely responsible for the liability and payment of Grantee and Grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The Grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance and workers' compensation. Neither OPB nor the State shall be liable to the Grantee, its employees, its agents or others for the payment of taxes or the provision of unemployment insurance or workers' compensation or any benefit available to a State employee or employee of OPB.

1.18 Required Assurances

The Grantee must comply with the applicable Grantee Assurances, which are attached hereto and incorporated for all purposes as Exhibit A.

1.19 System for Award Management (SAM) Requirements

The Grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency. These requirements include maintaining current registrations and the currency of the information in SAM. The Grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 C.F.R. § 25.

The Grantee will comply with 2 C.F.R. § 180 that implement Exec. Order 12549, 3 C.F.R. 189 (1986)

and Exec. Order 12689, 3 C.F.R. 235 (1989) that requires “a contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Exec. Order 12549, 3 C.F.R. 189 (1986) and Exec. Order 12689, 3 C.F.R. 235 (1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

The Grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity; the Grantee is in compliance with the State of Georgia statutes and rules relating to procurement; and the Grantee is not listed in the federal government’s terrorism watch list as described in federal Exec. Order 13224, 3 C.F.R § 2001 Comp. p. 49077.

1.20 No Obligation by Federal Government

The parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

1.21 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail with return receipt requested, to a party hereto and shall be addressed to the person who signed the Grant Agreement on behalf of the party at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Grant Agreement.

If to Grantee: Tallulah Falls tow

Street Address

City

State

Zipcode

If to OPB: Governor’s Office of Planning and Budget

2 Capitol Square SW

Atlanta, Georgia 30334

cares@opb.georgia.gov

1.22 Force Majeure

Neither the Grantee nor the State shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to labor shortages

caused by strikes or lockouts, embargo, war, terrorism, flood, natural disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

To the extent that the (1) Georgia State of Emergency relating to unlawful assemblage and violence, and (2) the Georgia Public Health States of Emergency relating to COVID-19, become more severe and lead to the impossibility to perform any obligation under this Grant Agreement, then riots and pandemic may be asserted as force majeure events.

1.23 Severability

If any provision of this Grant Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, this Grant Agreement shall be interpreted as though such provision was modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

3. Warranties

2.1 E-Verify

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 50-36-1 entitled “Verification of Lawful Presence Within United States” and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. § 1621, or for federal public benefits, defined in 8 U.S.C. § 1611, that is administered by an agency or a political subdivision of this State.

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 13-10-90 entitled “Security and Immigration Compliance.” This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.

2.2 Compliance with Federal Law, Regulations and Executive Orders

Grantee represents and warrants that federal financial assistance funds will be used to fund this Grant Agreement. The Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures and directives.

2.3 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$150,000.

1. Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*

2. Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.
3. Grantee represents and warrants to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

2.4 Federal Water Pollution Control Act

Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*

Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

Grantee represents and warrants that it shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

2.5 Energy Conservation

If applicable, Grantee represents and warrants that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

2.6 Procurement of Recovered Materials

Grantee represents and warrants that it shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

2.7 Copyright, Patents and Intellectual Property Rights

Grantee represents and warrants that it shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Unless otherwise provided by law, Grantee is subject to 35 U.S.C. § 200, *et seq.* All Grantee is subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. § 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

2.8 Federal Debt Status

Grantee represents and warrants they are and will be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances and benefit overpayments.

2.9 Terminated Contracts

Grantee represents and warrants it has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Grantee does have such a terminated contract, the Grantee shall identify the contract and provide an explanation for the termination. The Grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2.10 Reporting Requirements

The Grantee represents and warrants that it shall provide adequate support for the expenditure of Grant funds in GeorgiaCARES. Financial documentation to support payment(s) shall be submitted in GeorgiaCARES no later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement. Financial documentation to support a request for reimbursement of expenditures must be submitted at the time of the request for reimbursement. Final financial documentation must be submitted in GeorgiaCARES on or before the grant liquidation date, as provided in Section 6.7, or the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

4. Property and Procurement Requirements

3.1 Property Management and Inventory

The Grantee must ensure equipment purchased with grant funds is used for the purpose of the grant and as approved by the State. The Grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under the grant.

The Grantee must account for any real and personal property acquired with grant funds or received from the federal government in accordance with 2 C.F.R. § 200.310 through 200.316 and 200.329. This documentation must be maintained by the Grantee, according to the requirements listed herein, and provided to the State upon request, if applicable.

When original or replacement equipment acquired under this award by the Grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or the State, the Grantee must make proper disposition of the equipment pursuant to 2 C.F.R. § 200.

The Grantee will maintain specified equipment management and inventory procedures for equipment, including replacement equipment, whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater. The equipment and inventory procedures

include, but are not limited to:

1. The Grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and accepted documentation and shall be available to the State at all times upon request.
2. The Grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
3. The Grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

3.2 Procurement Practices and Policies

The Grantee must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state and local procurement regulations.

In the event that the Grantee uses subcontractors or contractors, the Grantee shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable federal and state laws.

3.3 Contract Provisions Under Federal Awards

All contracts made by the Grantee under a federal award must contain the provisions outlined in 2 C.F.R. § 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and 79 F.R. 75871 “Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.”

5. Audit and Records Requirements

4.1 Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations

All records and expenditures are subject to, and the Grantee agrees to comply with, monitoring, examinations, demand for documents, and/or audits conducted by any and all federal or state officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, OPB, the Georgia Department of Audits and Accounts, the State of Georgia Inspector General, and the Department of Community Affairs, or their duly authorized representatives or designees. The Grantee shall maintain, under GAAP or GASB, adequate records that enable federal and state officials and auditors to ensure proper accounting for all costs and performances related to this Grant Agreement.

4.2 Single Audit Requirements

Grantees that expend \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybkOl.htm>, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Grantee must submit the audit report to the State, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room 1-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 C.F.R. § 200(f), the Grantee shall provide OPB with written documentation showing that it has complied with the single audit requirements. The Grantee shall immediately notify OPB in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

4.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this grant agreement, applicable laws, regulations, or the Grantee's obligations hereunder, the Grantee agrees to propose and submit to OPB a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Grantee's receipt of the findings. The Grantee's corrective action plan is subject to the approval of OPB.

The Grantee understands and agrees that the Grantee must make every effort to address and resolve all outstanding issues, findings or actions identified by federal or state officials and auditors through the corrective action plan or any other corrective plan. Failure to address these findings promptly and adequately may result in grant funds being withheld, other related requirements being imposed or other sanctions and penalties. The Grantee agrees to complete any corrective action approved by OPB within the time period specified by OPB and to the satisfaction of OPB, at the sole cost of the Grantee. The Grantee shall provide to OPB periodic status reports regarding the Grantee's resolution of any audit, corrective action plan, or other compliance activity for which the Grantee is responsible.

4.4 Records Retention

The Grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from the state under this grant agreement. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this grant agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this grant agreement pursuant to 2 C.F.R. § 200.333 and state law. The Grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the

completion of this project's public objective; submission of the final expenditure report; or any litigation, dispute or audit. Records related to real property and equipment acquired with grant funds must be retained for seven (7) years after final disposition. OPB may direct the Grantee to retain documents for longer periods of time or to transfer certain records to OPB or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules approved by the State Records Committee or the federal government.

6. Prohibited and Regulated Activities and Expenditures

5.1 Prohibited Costs

The following are nonexclusive examples of ineligible expenditures. These requirements are required by federal rule. Therefore, any question about their meaning or to what extent certain activities or action are allowed should be resolved by referencing the guidance provided by the United States Treasury Department²:

1. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 4.1 all records and expenditures are subject to review.
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

5.2 Political Activities

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

1. Unless specifically authorized to do so by federal law, grant recipients or their Grantee or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying

² See <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the Grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict or prevent the payment, loan or contribution of anything of value to a person or political organization for a political purpose.
4. As applicable, the Grantee and each contracting tier will comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the Grantee to pay any person to influence, or attempt to influence, an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures must be forwarded from tier to tier up to the recipient.

7. Financial Requirements

6.1 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the CARES Act, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are residentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, the Grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 6.6.

Part One: Once a Grantee executes this Grant Agreement, the Grantee will be eligible to immediately request 30% of the total amount initially available to the Grantee specified in GeorgiaCARES pursuant to the funding announcement. Grantee must submit documentation to OPB through the GeorgiaCARES portal to support the drawdown of the advance amount provided in Section 7 of this Grant Agreement. All documentation for Part One expenditures must be submitted to OPB as soon as practical and without unreasonable delay, but in no case later than the grant liquidation date of September, 1, 2020 as provided by Section 6.7 of this Agreement.

Part Two: After a Grantee has submitted all Part One documentation in GeorgiaCARES and such

documentation has been approved and accepted, the Grantee will be authorized to submit requests for reimbursement against the remaining 70% of the allocation available , up to the total amount provided by Section 8 of the Grant Agreement, to the Grantee specified in GeorgiaCARES pursuant to the funding announcement. All documentation of expenditures reimbursed must be submitted in GeorgiaCARES prior to reimbursement, no request for reimbursement shall be accepted later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement.

The State may provide additional funds to Grantee beyond the total amount initially available to Grantee in Part One and Part Two above. Such provision of additional funding will be at the State’s discretion and will be disbursed in accordance with a subsequent funding announcement. All terms and conditions of this Grant Agreement shall apply to any payments made pursuant to such funding announcement, unless otherwise provided therein.

To receive payments, a Grantee must be an eligible vendor in the State Accounting Office’s vendor management system. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If sufficient progress is not made towards expenditure of advanced funds and/or the Grantee fails to meet reporting obligations, the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

6.2 Interest Bearing Accounts

The Treasury guidance referenced in Section 1.6 states the following:

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government’s general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

The Grantee shall record any and all interest accrued on Grant funds while Grantee is holding said Grant funds and shall report any such interest to OPB. The Grantee shall either provide documentation showing that said interest was used for allowable costs or remit all unused interest to OPB no later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement.

6.3 Reporting

The Grantee must provide adequate support for the expenditure of grant funds in GeorgiaCARES. The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support Part One payment(s) must be submitted in GeorgiaCARES on a monthly basis, no later than 15 days after the end of each month but can be submitted more often. Financial

documentation to support a request for reimbursement of expenditures must be submitted at the time of the request for reimbursement. Final financial documentation must be submitted in GeorgiaCARES on or before the grant liquidation date or the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

If the total value of the Grantee's currently active grants, cooperative agreements and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Grantee must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. § 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

The Grantee shall complete any other reports as requested by OPB and cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

6.4 Reimbursements

The State will reimburse the Grantee for the expenditure of actual and allowable allocable costs incurred and paid by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining reimbursable expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to the commencement or after the termination of this Grant Agreement. The Grantee will pay contractors, vendors, suppliers, etc.

6.5 Refunds and Deductions

If the State determines that the Grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall return to OPB the amount identified by the State as an overpayment. The Grantee shall refund any overpayment to OPB within thirty (30) calendar days of the receipt of the notice of the overpayment from the State unless an alternate payment plan is specified by OPB. Refunds may be remitted to: Governor's Office of Planning and Budget, 2 Capitol Square SW, Atlanta, Georgia 30334, Attention: Coronavirus Relief Fund Payments.

6.6 Recapture of Funds

The discretionary right of the State to terminate under Section 1.14 notwithstanding, the State shall have the right to terminate this Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

6.7 Liquidation Period

The grant liquidation dates are as follows:

1. The grant liquidation date for the advanced 30% of the allocation is September 1, 2020.
2. The grant liquidation date for the remaining 70% reimbursable portion is September 1, 2020.

6.8 Project Close Out

The State will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee.

The Grantee must submit all financial, performance and other reports as required by the terms and conditions of this Grant Agreement.

The Grantee must promptly refund to OPB any balances of cash that the State paid in advance and that are not authorized to be retained by the Grantee for use in other projects.

8. Allocated Amount

Jurisdiction: Tallulah Falls town (pt.)

Advance Amount: \$2,685.44

Total Amount: \$8,951.45

9. Authorized User

The following list identifies the user(s) authorized to perform tasks in GeorgiaCARES on behalf of Grantee (Authorized User(s)). Any action carried out by an Authorized User in GeorgiaCARES is an action of the Grantee.

1. Authorized User One – Authorized Representative of Grantee (Required)

Name:

Title:

Email:

Phone Number:

2. Authorized User Two (Optional)

Name:

Title:

Email:

Phone Number:

[EXHIBITS AND SIGNATURE PAGE FOLLOW]

EXHIBIT A
Grantee Assurances

As the duly authorized representative of the Grantee, I certify that the Grantee:

1. Has the legal authority to request grant payments from the State of Georgia for federal funds appropriated pursuant to Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020), and the institutional, managerial and financial capability to ensure proper planning, management and completion of the project(s) contemplated by this application.
2. Shall give any and all federal or State officials and auditors, or their duly authorized representative or designee, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
3. Shall carry out all activities and endeavors with strict adherence to the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated and shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Shall initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation and certain testing entities, 44 U.S.C. § 12101-12213; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
6. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction subagreements.
7. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or

whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

8. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 1501-1508 and 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
10. Shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the appropriate authority to ensure compliance with applicable laws and regulations, including: federal EHP regulations, laws and executive orders; the National Environmental Policy Act; the National Historic Preservation Act; the Endangered Species Act; and the executive orders on floodplains (Exec. Order 11988, 3 C.F.R. 117 (1977), wetlands (Exec. Order 11990, 3 C.F.R. 121 (1977) and environmental justice (Exec. Order 12898, 59 Fed. Reg. 7629 (Feb. 16, 1994)). Failure of the Grantee to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.
11. Shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA, Exec. Order 11,738, 3 C.F.R. 799 (1971-1975).
12. Shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
13. Shall comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
14. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
15. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Exec. Order 11514, 3 C.F.R. 902 (1966-1970); (b) notification of violating facilities pursuant to Exec. Order 11738, 3 C.F.R. 799 (1971-1975); (c) protection of wetlands pursuant to Exec. Order 11990, 3 C.F.R. 121 (1977); (d) evaluation of flood hazards in floodplains in accordance with Exec. Order 11988, 3 C.F.R. 117 (1977); (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401, *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of

1973, as amended (P.L. 93-205).

16. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
17. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Exec. Order 11593 3 C.F.R. 559 (1971-1975), (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1, *et seq.*).
18. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131, *et seq.*) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
19. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
20. Will comply with the requirements of Section 106(9) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) engaging in trafficking in persons during the period of time that the award is in effect (2) procuring a commercial sex act during the period of time that the award is in effect or (3) using forced labor in the performance of the award or subawards under the award.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 , "Audits of States, Local Governments, and Non-Profit Organizations."
23. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
24. Shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.
25. And its principals are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
26. Shall comply with all applicable federal and State Drug-Free Workplace laws and rules.
27. Shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations and policies governing this program.

EXHIBIT B
Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and
Drug-Free Workplace Requirements

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. § 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 C.F.R. § 82, § 82.105 and 82.110, the applicant certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Exec. Order 12549, 3 C.F.R. 189 (1986), Debarment and Suspension, and implemented at 34 C.F.R. § 85, for prospective participants in primary covered transactions, as defined at 34 C.F.R. § 85, § 85.105 and 85.110--

A. The Grantee certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the Statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610-

- A. The Grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the Statement required by paragraph (a);
 - (d) Notifying the employee in the Statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the Statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying OPB, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

4. DRUG-FREE WORKPLACE (GRANTEE WHO IS AN INDIVIDUAL)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. §§ 85, 85.605, and 85.610.

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to OPB. Notice shall include the identification number(s) of each affected grant.

By: Mike Early
(Authorized Representative of Grantee)

Signature:

Title: Mayor

Date:

EXHIBIT C
Cares Act Coronavirus Relief Fund Eligibility Certification

I, Mike Early (Print Name), am the Mayor (Title) of Tallulah Falls town (pt.) (“County”/“Municipality”) and I certify that:

1. I have the authority on behalf of County/Municipality to request grant payments from the State for federal funds appropriated pursuant to Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).

2. I understand that the State will rely on this certification as a material representation in making grant payments to the County/Municipality.

3. I acknowledge that pursuant to Section 4.4 of this Agreement, County/Municipality must keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with Section 601(d) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).

4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury’s Inspector General, the Governor’s Office of Planning and Budget, the Georgia Department of Audits and Accounts, the State of Georgia Office of Inspector General, and the Department of Community Affairs, or representative or designee.

5. I acknowledge that County/Municipality has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.

6. I acknowledge and agree that County/Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.

7. I acknowledge that if County/Municipality has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.

8. I acknowledge that the County/Municipality’s proposed uses of the funds provided as grant payments from the State by federal appropriation under Section 601 of the Social Security Act will be used only to cover those costs that:

- a. Are necessary expenditures incurred due to the public health emergency and governor’s disaster declaration on March 14, 2020, as amended, with respect to the Coronavirus Disease 2019 (COVID-19);
- b. Were not accounted for in the budget most recently approved as of March 27, 2020, for County/Municipality; and
- c. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

9. I acknowledge that County/Municipality is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

By: Mike Early
(Authorized Representative of Grantee)

Signature:

Title: Mayor

Date:

Please initial by each exhibit, acknowledging you have received them, understand them, and agree to abide by them.

Exhibit A – Grantee Assurances

Exhibit B – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements

Exhibit C – CARES Act Coronavirus Relief Fund Eligibility Certification

By signing below the Grantee acknowledges acceptance of the Grant, all terms and conditions of this Grant Agreement, and all exhibits to this Grant Agreement, and agrees to abide by all such terms and conditions.

By: Mike Early
(Authorized Representative of Grantee)

Signature:

Title: Mayor

Date:

SIGNATURE PAGE



www.tallulahfallsga.gov
706-754-6040
PO Box 56, 255 Main Street, Tallulah Falls, GA 30573

SIGN PERMIT APPLICATION

BUSINESS INFORMATION *(please print)*

Tallulah Falls Business License No.: 2020-10 *(Must provide number to submit for any business sign)*
 Site Address of Proposed Sign: 100 Main St Suite C City Tallulah Fall State GA Zip 30573
 Business / Subdivision Name: The General Store Business Owner / Manager: Mary Beth Hughes Phone: 706-499-7161

PROPERTY OWNER INFORMATION *(please print)*

Owner: Rev James Turpen Owner / Agent Signature: _____
 Property Owner Address: PO Box 25 Tallulah Falls, GA 30573 Phone: _____
706-754-2742 Fax: _____ E-mail: _____

APPLICANT *(please print)*

Applicant Address: James Turpen Applicant Signature: Mary Beth Hughes
455 River St Tallulah Falls, GA
 Phone: 706-499-7161 Fax: _____ E-mail: Moonfeather1209@gmail.com
 Will contractor install sign? Yes No Name of Contractor _____ Phone: _____

SIGN INFORMATION

	Sign Type	Sign Dimension & Area	Height Above Grade	Ground Sign setback from R.O.W.
Proposed Signage	<input type="checkbox"/> Activity Sign <input type="checkbox"/> Ground/Freestanding <input checked="" type="checkbox"/> Attached Sign <input type="checkbox"/> Off-Premises <input checked="" type="checkbox"/> Principal Use Sign <input type="checkbox"/> Accessory Use Sign <input type="checkbox"/> Incidental Use Sign <input type="checkbox"/> Other	(W) <u>30"</u> x (H) <u>36"</u> Area: _____	<u>7'</u>	8'-39" <u>from road</u>
Existing Signage	<input checked="" type="checkbox"/> Business ID change <input type="checkbox"/> Size change <input type="checkbox"/> Other	(W) _____ x (H) _____ Area: _____		

*One accurate scale drawing of the plans, specs and method of construction and attachment to building or ground and site plan required for permit approval

*Are there any EXISTING sign(s) located on the building or property? No Yes. If yes, please explain what will happen to the existing sign(s): I will take it down & display it inside shop

*Removal of an EXISTING sign requires a Sign Removal Affidavit prior to approval of a PROPOSED sign:

APPLICANT SIGNATURE:

I hereby certify that there are no existing signs except those indicated on this application or that any sign(s) required for removal will be removed before any new sign(s) are installed. I hereby certify that all information provided herein is true and correct and I acknowledge compliance with all requirements of the zoning district. I am aware of Article VI: Signs, and agree to comply with the Town of Tallulah Falls Zoning Ordinance.

Mary Beth Hughes
Applicant Signature: Business Owner or Owner's Representative

Date: 07 / 29 / 20

STAFF ONLY			
Approved By:	Denied By:	Date:	
Permit No.:	Zone District:	Case No.	TOTAL FEE: \$
A Non-Refundable Administrative Fee of \$25.00 is Applied to all Sign Permits			
The owner(s) of the property must sign-off on the application, granting the applicant permission for the placement, maintenance, size, and height of the subject sign to be placed on the property. The application CANNOT be accepted without the property owner's signature and consent.			

Exempted from Permitting Requirements:

1. Standard highway signs, street markers, or railroad crossing signs or signals, public use and semi-public use signs (authorized by the Town), and state department of transportation signs. No other signs shall be permitted within the right-of-way of any street, road, or railroad.
2. Signs of a temporary nature publicizing special events, festivals, or other community activities. All temporary signs shall be removed within two days following the conclusion of the event or activity for which they were posted.
3. A non-illuminated sign, either freestanding or attached, not exceeding four (4) square feet in area and pertaining only to the rent, lease, or sale of the premises upon which it is displayed.

Permitted signs:

The following signs shall be permitted upon Council approval provided that they meet all requirements:

Incidental use signs

1. Directional or information signs of a public or quasi-public nature which by tradition and precedent are identified with promoting the general welfare of the Town of Tallulah Falls and which do not exceed fifteen (15) square feet in area, including, but not limited to, the following: The name and location of a public building, youth organization, church, or meeting place of an official or civic body.

Accessory Use Signs

1. A business identification sign, either free standing or attached, not exceeding eight (8) square feet in area, on which the name and nature of a business operated on the premises as an accessory use are shown.

Principal Use Signs

1. A business identification sign, either freestanding or attached, not exceeding fifty (50) square feet in area, on which the name and nature of the business operated on the premises as the principal use are shown.
2. Attached signs within fifty (50) feet of the front lot line of the premises with a total sign area not exceeding five (5) percent of the area of the building wall to which the sign or signs are attached. When a sign is located more than fifty (50) feet from a front lot line of the premises, the percentage of total sign area in relation to the area of the wall to which the sign or signs are attached shall be determined from the following schedule:

Ratio Between Setback and Sign Area		
Setback in Feet	Percent of Total Sign Area	
50—100	7.5	
100—150	10.0	
150—200	15.0	
200 or more	20.0	

3. Marquee or projecting signs which overhang a sidewalk, driveway, or other passageway used by either pedestrians or automotive vehicles and those which project more than twelve (12) inches over publicly-owned property shall be permitted only upon approval of the planning commission and the town council. Such signs must meet the same sign area-wall ratio of other types of attached signs.

Sign restrictions

1. To keep the town from clutter, a 40-foot buffer zone for signs shall be established on each individual parcel of property, excluding signs erected by the town. For reasons of safety, the following restrictions shall be observed in the construction, erection and maintenance of signs:
2. No flashing, intermittent or rotating lights shall be used on any sign or structure. No portable illuminated signs shall be permitted except temporary special event, festivals, or other community activities.
3. Any illuminated sign or structure shall be placed so that the rays and illumination therefrom shall not be cast upon neighboring dwellings.
4. No sign shall be placed where it will interfere with vision clearance along any highway, street or road or obstruct the vision of either drivers or pedestrians at intersections of roads, streets, highways, alleys, or railroad crossings. 5.
5. No sign shall be erected, constructed or maintained so as to obstruct any fire escape or any window or door or opening used as an entrance or exit of a building or a means of ingress or egress for firefighting purposes. No sign shall be attached in any form, shape, or manner to a fire escape or be so placed as to interfere with any opening required for legal ventilation.
6. No sign shall be painted on or affixed to any natural feature such as trees and rocks.
7. No political signs shall be erected or placed on any property except private authorized property.
8. No sign height shall be greater than 20 feet from the base of the sign or 20 feet from the right-of-way, whichever is higher.



EXISTING SIGNAGE REMOVAL AFFIDAVIT

This affidavit must be completed if existing signage must be removed in order to be authorized for any new signage. Please complete this affidavit, attach it to your Sign Permit application, and submit it to the Town of Tallulah Falls.

Project/Business Name The General Store Unit/Suite/Phase _____

Sign Permit Number _____ Business License Number 2020-10

The signers of this affidavit hereby acknowledge that any existing signs that must be removed to qualify for new or additional signage must be removed prior to completion of new signage as authorized by the issuance of the Sign Permit.

Property Owner

Property Owner's Printed Name James E. Turpen Sr

Property Owner's Signature James E. Turpen, Sr. Date 7/29/20

Business Owner/Representative

Business Owner's Printed Name Mary Beth Hughes

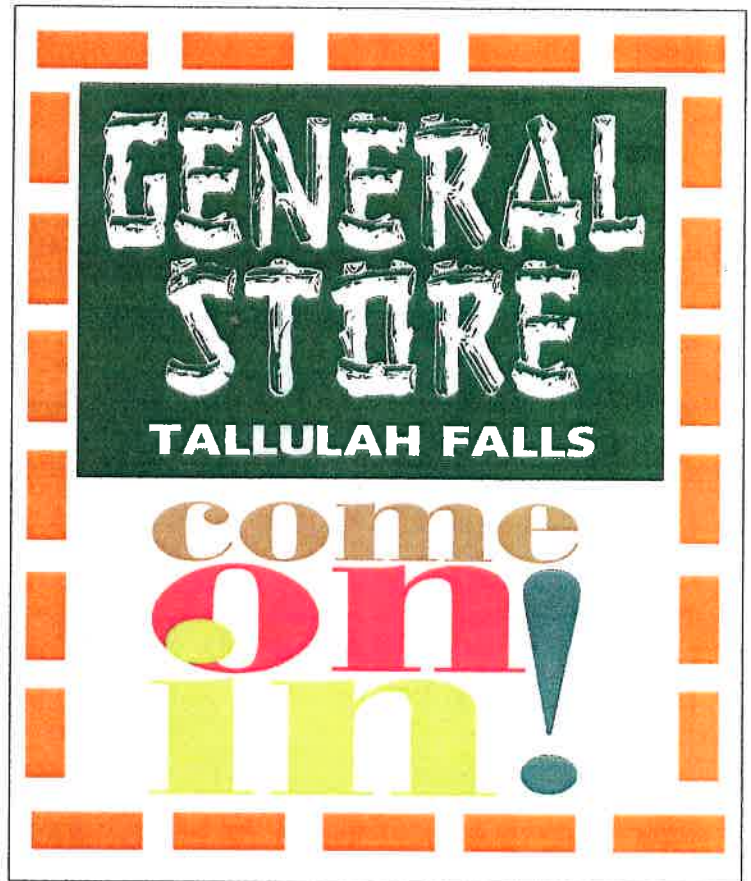
Business Owner's Signature Mary Beth Hughes Date 7/29/20

Sign Contractor

Sign Contractor's Printed Name _____

Sign Contractor's Signature _____ Date _____

*get sign permit app to
Linda 7/30.



30" X 36"



www.tallahulahfallsga.gov

706-754-6040

PO Box 56, 255 Main Street, Tallulah Falls, GA 30573

SIGN PERMIT APPLICATION

BUSINESS INFORMATION (please print)

Tallahulah Falls Business License No.: 2020-10 (Must provide number to submit for any business sign)
 Site Address of Proposed Sign: corner of Main St & Moss St. Suite _____ City Tallahulah Falls State GA Zip 30573
 Business / Subdivision Name: The General Store Business Owner / Manager: Mary Beth Hughes Phone: 706-768-0745

PROPERTY OWNER INFORMATION (please print)

Owner: Carl Seaman Owner / Agent Signature: Carl Seaman
 Property Owner Address: Po Box Tallahulah Falls, GA 30573 Phone: _____
 Fax: _____ E-mail: _____

APPLICANT (please print)

Applicant: Mary Beth Hughes Applicant Signature: Mary Beth Hughes
 Applicant Address: Po Box 22 455 River St. Tallulah Falls, GA
 Phone: 706-499-7161 Fax: _____ E-mail: moonfeather1209@gmail.com
 Will contractor install sign? Yes No Name of Contractor: _____ Phone: _____

SIGN INFORMATION

	Sign Type	Sign Dimension & Area	Height Above Grade	Ground Sign setback from R.O.W.
Proposed Signage	<input type="checkbox"/> Activity Sign <input checked="" type="checkbox"/> Ground/Freestanding <input type="checkbox"/> Attached Sign <input checked="" type="checkbox"/> Off-Premises <input type="checkbox"/> Principal Use Sign <input type="checkbox"/> Accessory Use Sign <input type="checkbox"/> Incidental Use Sign <input type="checkbox"/> Other	(W) <u>8'</u> x (H) <u>4'</u> * Area: <u>32</u>	<u>8'</u>	<u>not sure where R.O.W. is but sign will be where the wooden "wood for sale" box is now.</u>
Existing Signage	<input type="checkbox"/> Business ID change <input type="checkbox"/> Size change <input type="checkbox"/> Other	(W) _____ x (H) _____ Area: _____		

*One accurate scale drawing of the plans, specs and method of construction and attachment to building or ground and site plan required for permit approval

*Are there any EXISTING sign(s) located on the building or property? No Yes. If yes, please explain what will happen to the existing sign(s): _____

*Removal of an EXISTING sign requires a Sign Removal Affidavit prior to approval of a PROPOSED sign:

** with a 6" wooden border framing the sign*

APPLICANT SIGNATURE:

I hereby certify that there are no existing signs except those indicated on this application or that any sign(s) required for removal will be removed before any new sign(s) are installed. I hereby certify that all information provided herein is true and correct and I acknowledge compliance with all requirements of the zoning district. I am aware of Article VI: Signs, and agree to comply with the Town of Tallulah Falls Zoning Ordinance.

Marcy Beth Hughes
 Applicant Signature: Business Owner or Owner's Representative

Date: 7 / 29 / 20

STAFF ONLY			
Approved By:	Denied By:	Date:	
Permit No.:	Zone District:	Case No.	TOTAL FEE: \$
A Non-Refundable Administrative Fee of \$25.00 is Applied to all Sign Permits			
The owner(s) of the property must sign-off on the application, granting the applicant permission for the placement, maintenance, size, and height of the subject sign to be placed on the property. The application CANNOT be accepted without the property owner's signature and consent.			

Exempted from Permitting Requirements:

1. Standard highway signs, street markers, or railroad crossing signs or signals, public use and semi-public use signs (authorized by the Town), and state department of transportation signs. No other signs shall be permitted within the right-of-way of any street, road, or railroad.
2. Signs of a temporary nature publicizing special events, festivals, or other community activities. All temporary signs shall be removed within two days following the conclusion of the event or activity for which they were posted.
3. A non-illuminated sign, either freestanding or attached, not exceeding four (4) square feet in area and pertaining only to the rent, lease, or sale of the premises upon which it is displayed.

Permitted signs:

The following signs shall be permitted upon Council approval provided that they meet all requirements:

Incidental use signs

1. Directional or information signs of a public or quasi-public nature which by tradition and precedent are identified with promoting the general welfare of the Town of Tallulah Falls and which do not exceed fifteen (15) square feet in area, including, but not limited to, the following: The name and location of a public building, youth organization, church, or meeting place of an official or civic body.

Accessory Use Signs

1. A business identification sign, either free standing or attached, not exceeding eight (8) square feet in area, on which the name and nature of a business operated on the premises as an accessory use are shown.

Principal Use Signs

1. A business identification sign, either freestanding or attached, not exceeding fifty (50) square feet in area, on which the name and nature of the business operated on the premises as the principal use are shown.
2. Attached signs within fifty (50) feet of the front lot line of the premises with a total sign area not exceeding five (5) percent of the area of the building wall to which the sign or signs are attached. When a sign is located more than fifty (50) feet from a front lot line of the premises, the percentage of total sign area in relation to the area of the wall to which the sign or signs are attached shall be determined from the following schedule:

Ratio Between Setback and Sign Area	
Setback In Feet	Percent of Total Sign Area
50—100	7.5
100—150	10.0
150—200	15.0
200 or more	20.0

3. Marquee or projecting signs which overhang a sidewalk, driveway, or other passageway used by either pedestrians or automotive vehicles and those which project more than twelve (12) inches over publicly-owned property shall be permitted only upon approval of the planning commission and the town council. Such signs must meet the same sign area-wall ratio of other types of attached signs.

Sign restrictions

1. To keep the town from clutter, a 40-foot buffer zone for signs shall be established on each individual parcel of property, excluding signs erected by the town. For reasons of safety, the following restrictions shall be observed in the construction, erection and maintenance of signs:
2. No flashing, intermittent or rotating lights shall be used on any sign or structure. No portable illuminated signs shall be permitted except temporary special event, festivals, or other community activities.
3. Any illuminated sign or structure shall be placed so that the rays and illumination therefrom shall not be cast upon neighboring dwellings.
4. No sign shall be placed where it will interfere with vision clearance along any highway, street or road or obstruct the vision of either drivers or pedestrians at intersections of roads, streets, highways, alleys, or railroad crossings.
5. No sign shall be erected, constructed or maintained so as to obstruct any fire escape or any window or door or opening used as an entrance or exit of a building or a means of ingress or egress for firefighting purposes. No sign shall be attached in any form, shape, or manner to a fire escape or be so placed as to interfere with any opening required for legal ventilation.
6. No sign shall be painted on or affixed to any natural feature such as trees and rocks.
7. No political signs shall be erected or placed on any property except private authorized property.
8. No sign height shall be greater than 20 feet from the base of the sign or 20 feet from the right-of-way, whichever is higher.



It will be similar to this sign but with a 6" wooden border instead of the 11" on this one. The General Store logo will be on the right as in this one. There will be an arrow at the bottom pointing down Main St to my location.

The wording on the right will be:

- * ice cream
- * souvenirs
- * provisions
- * gifts

Simple by design.

Wouldn't you like to avoid expensive property damage from power outages and freezing temperatures?

Real-time alerts to 3 mobile devices.

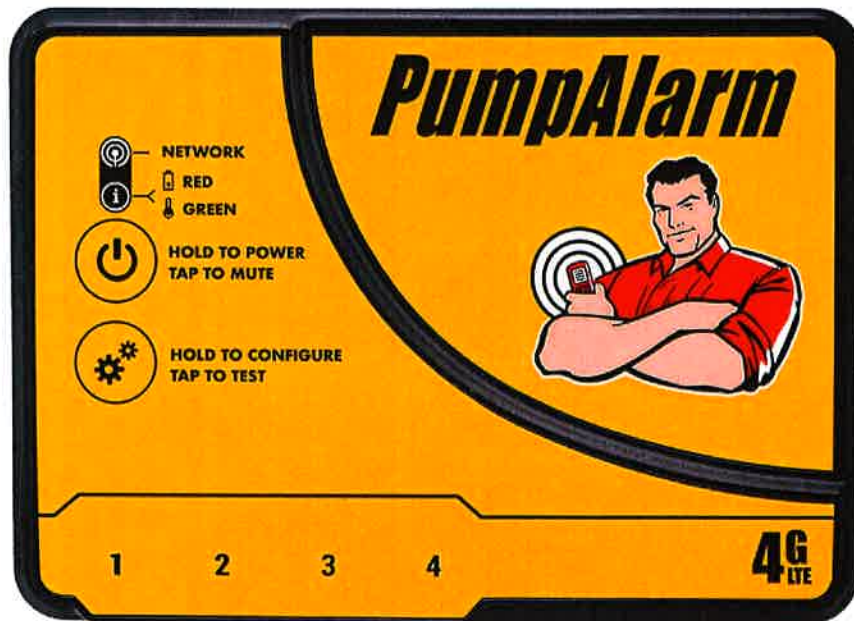
A new generation of Cellular Alarm.

Now offering extension antenna for areas with low signal. Using customizable temperature monitoring, receive alerts for high and low temperature thresholds and set the limits to any value. Includes 3 inputs (expandable to 4). Perfect for a variety of applications, ranging from basement flood prevention, to heating system failure, server room temperature, RV temperature monitoring, and water detection/level monitoring with an added sensor.

[How it Works](#) ▶

Helping prevent life's complex problems.

Introducing 4G
LTE



Height: 6.7" | Width: 4.9" | Depth: 1.9" | Weight: 1.1 lbs | 4x AA Batteries (Included) | Indoor Use Only

Capacitive Touch Buttons

Power/Mute: Hold to power the device on/off (receive notifications when power is turned off). Tap the button to Mute current alarms.

Test: Tap to send all programmed numbers a message, letting you know your device is working.

Programmable Inputs

Each input is fully customizable. Inputs 1 and 2 are individually wired; inputs 3,4 connect internally using a 3 pin wire, for our sump pump float switch and sewage float. A splitter is available if you would like the ability to monitor individually.

[View Our Sensor Options](#)

Cellular Radio

Message up to 3 mobile devices. Accepts messages for easy programming / status testing.

Transmits SMS thru Verizon's robust cellular network.

Sounder

Used as a backup to cellular notifications, it's loud close, but can't carry through multiple floors or thick walls. 2.9 kHz +/- 500 Hz, 100 dBA with wall power.

75 dBA (estimated) on backup batteries. dBA varies by distance from unit and number of obstructions.

[Starting At \\$219 | Visit Store](#)

Packed with features out of the box.

Pound for pound, the most powerful alarm on the market.



Power Monitoring

Sends message when power goes out (and when it returns).



Backup Batteries

AA batteries help power through electrical outages with alerts and notifications. Batteries are included.



Temp Monitoring

Monitor for both high and low temperature conditions. Adjustable upper and lower alarm levels. Built-in temperature sensor.



DIY Install

If you have a screwdriver and can send a text message, you can install this device.



Water Detection*

Perfect for dry floors and drains. Notifications for just 3/16" or water.



Water Level Monitoring*

Our float switch triggers when water reaches a specific point. Can be programmed to detect high or low levels.



Instant Alerts

Quick detection and reliable connection help send alerts in near real-time.



Any Device

Our standard SMS communication works with any brand and type of mobile phone.

* purchase of additional sensor is necessary, see sensor options below.

Looking for a solution that protects you even more?

Look no further.

The DriBot Home Flood Prevention Appliance takes protecting your home from water damage to the next level. DriBot is not just a sump pump, it is a sophisticated system designed to prevent all the major causes of home water damage. Packed with preventative measures like a highly efficient triplex pump system, automatic monthly pump tests, full-capacity pump operation during power loss, and WiFi/Cellular notifications, DriBot might be the right option for protecting your home.

[Learn More About DriBot](#)



Our Sensor Options

Optionally, you can BYOS. Learn more.



Dual Float Switch

\$25 | [Visit Store](#)

Included with the following Kits:
Cellular Sump Pump Alarm

One sensor, two readings. Better precision and real-time alerts mean your basement is protected.

Our device will send text message notifications when water levels reach either float level.

Messages are fully customizable, so you'll know which float is upper level and which is lower level. Prevent damage associated with basement floods using our dual float switch. Engineered specifically for use with the PumpAlarm.com Cellular Alarm.

If you can send a text you can setup our Dual Float Switch. Simple to use connector snaps into 3 pin input on bottom of our Cellular Alarm.



Sewage Float Switch – 7' Lead Length

\$35 | [Visit Store](#)

Included with the following Kits:
Cellular Sewage Pump Alarm

A reliable float for industrial and black/gray water applications. Septic tanks, sewage pumps, grinder pumps, require a closed loop, tilt switch to avoid debris causing a block in the switch. Better reliability and real-time alerts mean your property is protected from sewage overflows. Our device will send text message notifications when water levels are able to tilt the switch. Prevent damage associated with sewage in your basement or yard. Engineered specifically for use with the PumpAlarm.com Cellular Alarm. If you can send a text you can setup our Sewage Tilt Switch. Simple to use connector snaps into 3 pin input on bottom of our Cellular Alarm.



Digital Float Switch

\$20 | [Visit Store](#)

2 different options to choose from:
Standard 15' lead length – \$20
Extended 30' lead length – \$30

A reliable float for water tank, water level and sump pit applications. Reliable monitoring using reed switch technology.

Our device will send text message notifications when water levels are able to lift the float.

Prevent damage associated with water levels in your basement or light commercial application. Engineered specifically for use with the PumpAlarm.com Cellular Alarm. If you can send a text you can setup our float switch. Simple to use connector snaps into 2-pin input on bottom of our Cellular Alarm. Inputs 1 and 2 are 2-pin.



Digital Water Sensor

\$15 | [Visit Store](#)

A reliable water detector for floors, floor drains, drip pans, or anywhere else you need a sensitive flat sensor that detects as little as 3/16" of water. Our device will send text message notifications when water bridges the gap between the 2 metal electrodes on the end of the sensor. Prevent damage associated with water in your basement, utility room or light commercial application. Engineered specifically for use with the PumpAlarm.com Cellular Alarm. If you can send a text you can setup our cellular water sensor. Simple to use connector snaps into 2-pin input on bottom of our Cellular Alarm. Inputs 1 and 2 are 2-pin.



Extension Antenna

\$75 | Visit Store

Our extension antenna has been designed to provide cost-effective coverage for 2G/3G/4G and 3.4-3.8GHz 5G devices. It's designed for wall or mast mounting and is weatherproof, allowing the device to reap the benefits of an antenna mounted in an elevated or external location where the signal is strongest.

The omni-directional radiation pattern allows the antenna to be quickly installed while the global Cellular/GSM/LTE coverage provided by the antenna allows it to be utilized for 2G/3G & 4G applications. This optional external mount antenna will solve a weak signal issue with your PumpAlarm.com unit. Mount it at the highest point in your basement (i.e. this could be between the floor joists if they are open) to provide the best chance for signal improvement. If this extension antenna is unable to improve your device signal reception to a suitable level, then please contact PumpAlarm.com at 888-454-5051 for a full product refund.

Cellular vs. WiFi:

The Best Choice for Alarm Notifications?

[Learn More](#)

What do you own that's worth monitoring?

Have another application, use, or sensor idea? Please contact us.



Homes

Whether it's where you stay, vacation, rent, or manage, use our device to monitor for leaks and floods, power failure and low temp.



Sump Pits

Pumping water from your sump basin is essential to keeping your basement dry. Prevent overflows with a text message capable sump pump alarm.



Aquariums

A healthy aquarium ecosystem requires power and water. Monitor critical aquarium systems with low water and power outage detection.



Water Tanks

From agricultural use to potable water retention, when you need to know high or low levels or monitor for power failure, we've got you covered.



Boats

From monitoring power to water detection in a bilge pump / engine room, we'll give you timely alerts that will keep food from spoiling and your boat above water.



Server Rooms

When reliability and your reputation rely on power, you need notified when there's an outage. Added water detection makes us a robust, but simple solution.



RV / Superbus

Traveling requires a mobile, yet reliable solution. Take PumpAlarm.com with you to monitor power outage, low temps, and even water leaks while on the road and at home.



Furnace Monitor

Mixing freezing temps with a furnace failure leads to loads of wasted money in damages. Monitor low temp, power failure and water detection in your furnace room.

The most affordable service you'll buy.

At less than a dollar per week, can you afford not to?

Text Messaging Service

\$ **49**⁹⁹
year

No land line or internet connection necessary

Messages up to 3 mobile devices

600 total messages per year

No Contracts

Service Guarantee

[View Terms of Service](#)

It's like installing peace of mind.

amazon.com



PumpAlarm.com

Worked 2 days after installation. Saved my basement from flooding.

Anonymous from Brighton, MI

[Buy Today](#)



100% Cellular

More reliable and easier to use than WiFi or phone lines.



Warranty

1 year, bumper to bumper, if anything on your 4G device goes wrong we'll make it right. [View Details.](#)



Service Guarantee

Our service stretches across the US, we offer a money back guarantee on service in the lower 48 states and Hawaii.



World Class Support

Free phone and email support. From presales to technical and billing question, we've got you covered.

Linda Lapeyrouse

From: Mike Sams <mike@emsincga.com>
Sent: Thursday, July 30, 2020 12:22 PM
To: Linda Lapeyrouse; Mike Early; Joey Fountain; Craig Weatherly; 'Adela'
Subject: FW: Tullulah Falls Quote
Attachments: EMS Quote for Tullulah Falls.pdf

Larry,

Please find the attached quote from J/K Durren on a High Tide unit that will check the level in the tank and provide live information through email. This unit is one that we are using on another project that is equipped with a large storage tank, the unit also allows for additional features to be added as requested.

With gratitude,

Mike Sams

Vice President
404-234-0154
mike@emsincga.com



770-735-2778 office 770-735-2849 fax

The information contained in this email message may be privileged, confidential and protected from disclosure. If you are not the intended recipient, any dissemination, distribution or copying is strictly prohibited. If you think you have received this email message in error, please email or phone the sender at 770-735-2778 and delete the message. Thank you.

From: Adela [mailto:adela@emsincga.com]
Sent: Thursday, July 30, 2020 11:59 AM
To: mike@emsincga.com
Subject: FW: Tullulah Falls Quote

With gratitude,

Adela Gentry

Director of Operations
adela@emsincga.com
678-448-6547





J.K. Duren Company, Inc.

P.O. Box 1124
Roswell, GA 30077-1124
770-992-5405
Fax 770-993-0127

Quote

Date	Quote #
7/15/2020	Q12791

Name / Address
Environmental Management Services P.O. Box 590 Tate, GA 30177 Attn: Mike Sams

Description	Qty	Cost Each	Total
RE: Tullulah Falls			
We offer the following:			
1 - High Tide HTT-1100 Unit with Pressure Transducer and one year of monitoring service (unit can monitor up to 8DI, 4AI) PRICE	1	5,660.00	5,660.00
1 - High Tide HTT-1100 Unit with Transducer, DO card, and one year of monitoring service (unit can monitor up to 8DI, 4AI, 4DO) PRICE	1	6,100.00	6,100.00
Additional years of service would be billed at \$490/year/unit			
Not included: Taxes			

This quote is good for 90 days.

Quote

Linda Lapeyrouse

From: Mike Sams <mike@emsincga.com>
Sent: Wednesday, July 29, 2020 2:42 PM
To: Linda Lapeyrouse; Mike Early
Cc: Craig Weatherly; Joey Fountain
Subject: Water loss issue this week

Importance: High

Good afternoon Mr. Larry

I spoke with Scott today in regards to the issue with the water pressure loss this week, Scott has informed me that the pressure issue was due to a problem with the state park which nearly drained the city's main holding tank. I do not have the final details as to what occurred at the state park but hope to find out soon, it was indicated that the maintenance guy didn't have Scott's number which I was shocked to hear.

As follows:

Scott and Myself Received a text from Mayor Early @ 9:57 am that stated he had next to no pressure at 4:30 am and then also around 6:00am, he then checked the fire hydrant above his house around 6:45 and found that there was very little water. For the record I have looked at the phone records and we did not receive any calls until around 6:30 Monday morning which prompted Scott to check on the issue, this is when we noticed that the tank was low and immediately drove down and kicked on the Demorest water which would have been around 7:45 to 7:50 this would have spiked the pressure in the system quickly to give the residences relief. As the pressure was building from the Demorest connection Scott started to look for leaks within the system after looking for a while and making calls the park finally returned his call and had confirmed the issue.

My thought for the city is that if the park notices an issue they should put out an immediate all call to the operators and City officials if this would have been known we could have shut the valve to the state park giving them time to make the repair and not allowing the city's water system to stress and run down. I understand that the park generates a lot of the income on the water used for the city but the supply infrastructure cannot suffer either.

Next Scott has confirmed that the Flow meter at the city well is bad with the help of Delta Municipal and needs to be replaced, the downfall is that we cannot get a rental meter or temp meter! We have to purchase a new meter and have the old one rebuilt, we cannot leave an open void in the system or straight pipe until the old meter is fixed! As soon as the new meter is approved and arrives Ems will soak the meter in a bleach solution to disinfect for 1/hr then install, I believe now this will help tally the total issue with water loss.

If the city purchases the new meter it will be \$865.00

If Ems purchases the meter it will be cost plus 15% I believe that the contact says that he has a meter and can have it to us quickly, I will confirm.

With gratitude,

Mike Sams

Vice President

404-234-0154

mike@emsincga.com

The list of Officers was finalized at the 07/27 meeting. It is as followed;

Chief;	Paul Marsteller
Asst. Chief;	Matt Nall
Captain;	Kevin Phillips
Lieutenant;	Stephanie Miller
Lieutenant;	Bill Goatcher
Lieutenant;	Chrystal Nall
Chaplain;	Gary Verdino

At this time the numbers of Members is low and Officer positions were filled to the best of our present ability. New members have joined and classes for training are on schedule with Habersham. If the list of Officers can be improved the Council will be asked to consider the changes.

We have taken great leaps forward in our Fire Department this last month. I'm not sure if it could of happened as fast without the help of Gary and Donna Verdino. They only have a short time left with us and will be truly missed. Our thanks to the Council for their support of the Verdinos.

It is with Pride and Honor I serve my Community

Paul Marsteller
Acting Chief
Tallulah Fire & Rescue

Patrol Upfitters

Estimate

3993 State Hwy 365 Alto, Ga. 30510	706-778-SAFE (7233) patrolupfitters@gmail.com	Date	Estimate #
		7/21/2020	1323

Customer Name / Address
tallahassee Fire Department

Project
R150

Item	Description	Qty	Total
SOU-BLUC3H010D	SoundOff Signal universal undercover LED insert. 5 -wire, Dual color RED/WHITE	4	290.47
SOU-ENRLBS148	SoundOff Signal NRoads fleet lightbar. Dual Color A_W, STT	1	1,051.60
LABOR	Installation of equipment, warranty on all workmanship for a period of 1 year.	1	300.00
SHOP SUPPLIES	Shop supplies, wire, connectors, loom and etc needed to install equipment.	1	35.00
	Sales Tax		0.00
		Total	1677.07

1677.07