

City Council Meeting  
552 MLK Jr. Dr. Lumpkin, GA 31815  
Tuesday, July 5, 2022  
6:00 p.m.

The mayor called the meeting to order at 6:05 p.m.

All said the pledge to the flag.

The Clerk called the roll- All were present except Councilman Seay and Councilman Matthews.

Councilwoman Brown was present by phone due to medical issues.

The mayor would like to amend the agenda to add Local Option Sales Tax and City CPA.

Motion by M. House	To amend the agenda to add LOST and
Second by B. Cullefer	City CPA.
	4/0

The mayor asked for approval of agenda.

Motion by B. Cullefer	To approve the agenda.
Second by M. House	4/0

The mayor asked for approval of the June 7th minutes?

Motion by B. Cullefer	To approve the June 7 <sup>th</sup> minutes.
Second by M. House	4/0

**Public Appearances:**

Ms. Sonya Taylor – Community Event. Ms. Taylor spoke about the 2<sup>nd</sup> Annual Lumpkin Community Reunion on Saturday, August 6, from 1-7 p.m. The location will be at Ebenezer Softball Field; everyone is invited. Ms. Taylor asked police to patrol the area and if the city would sponsor a bouncy house. The Chief stated that he would have an officer make rounds. The city council said they could not sponsor a bouncy house due to liability. Chief Holloway stated that he would get someone to donate the bouncy house for the day and get two generators.

Councilman Matthews arrived at 6:15 p.m.

**Reports from Dept. Heads:**

1. Clerk – A. Holloway- Update attached.

Motion by B. Cullefer	To approve the Financial Report and
Second by M. House	reconciliation of the June bank accounts.

The council discussed the 22-23 budget. They will review and have a called meeting on July 26 at 6:00 p.m. to approve the budget. Ordinance 2022-3 was read aloud and will be approved at the called meeting. The Clerk informed the council that there had been a 2% rise in the proposed budget for all city

workers except Police Department. They also could do a 1% incentive for the retirement plan if the employee puts in 2% or above. The Police Dept. also includes a raise in the 2022-23 proposed budget. B. Mallory, please look at the salary. Does housekeeping get the same salary as the deputy clerk? The Clerk informed the council that she wasn't getting the same salary as the deputy clerk.

The past-due May utilities and the 20-21 property tax report are in your folders also. We will purchase a 2022 Chev 2500 pickup from Brennon Ford at the end of the week.

2. Public Supervisor – Willie G Clark's update is attached. He informed the council that he would restart the interview to fill the public worker position.

Motion by M. House

To start charging for the big piles of limbs & Leaves pick up.

Second by B. Cullefer

5/0

3. Chief of Police – Matt Holloway (Speed limit increase – Council sign) – The Chief spoke about Oak Street City Park. There have been numerous incidents at the park. Also, the council needs to sign the form to increase the speed limit at the school from 35 to 45 mph. The 911 report is attached. Next, the Chief informed the council that there would be a fundraiser golf tournament for Officer Anthony Scott. We will be asking for \$100.00 sponsors for each hole. All the funds will go to Officer Scott. Please let him know if the council would like to sponsor a hole. Finally, the Chief informed the council that he received a donation of \$36,000 from B. Drumming to purchase patrol vehicles. He would like the council to send a letter to thank him.

4. Fire Chief - Greg Stewart was not present.

**New Business:**

Air BB in city limits (Ordinance 2022-2 & 2022-1) – The mayor discussed that there is Air BnB in the city limits with other starting. The mayor read Ordinances 2022-1 and 2022-2 aloud.

Motion by B. Cullefer

To approve the Ordinance 2022 -1 & Ordinance 2022-2 for Air BnB license. They have to purchase a Business Lis of \$100.00 fee annually.

Second by M. House

5/0

Oak Street Park – The Council discussed the incidents that have happened at the city park on Oak Street. Supervisor Clark stated that the picnic tables continue to be moved, trash through all over the park, and has found several used condoms. The council recommends closing the city park at this time. The picnic tables will be removed from the park.

Ordinance 2022-3 (Budget) – The Ordinance was read aloud and will be discussed on July 26 at called meeting.

Resolution 2022-4 (Five Star Cu Anticipation Note)- The Resolution was read aloud by the mayor.

Motion by M. House                      To approve the Resolution 2022-4 for the  
Second by B. Mallory                      \$100,000.00 Anticipation Note with Five Star Credit  
Union.

5/0

Intergovernmental Agreement (Animal Shelter)- The council discussed the intergovernmental agreement.

Motion by B. Cullefer                      To send Intergovernmental Agreement to the  
Second by M. House                      Stewart County with the fee of \$5000.00  
up front then \$2,500.00 monthly.

5/0

LOST - The mayor discussed LOST Local Option Sales Tax – The county was supposed to notify the cities by July 1 when there would be a meeting to discuss the portions from LOST. We were not notified, so I called Attorney Coleman to ask him about the next step. Attorney Coleman wrote a letter that will be sent out to all the city council members from both cities and the County Commissioners. There will be a meeting on July 22 at 10:30 a.m. to discuss the LOST at Lumpkin Courtroom.

Motion by B. Cullefer                      To appoint Mayor Babb to represent  
Second by M. House                      the city at the LOST meeting.

5/0

CITY CPA – The mayor would like to get a new CPA. The attorney stated that we need to change every three years. I ask the clerks to get information on CPA that's being used by other cities and counties and bring names and reports to the next meeting. B. Mallory – stated that she agrees to look for a new City CPA.

**Old Business:**

City Manager – B. Mallory stated that the council needs to discuss hiring a City Manager. There was no discussion.

Motion by B. Mallory                      To table the hiring city manager position.  
Second by C. Matthews                      4/1 (M. House)

**Council Input:**

F. Brown – None

B. Mallory – We need to discuss the hiring of the city manager.

B. Cullefer – Asked when do we get our relief funds? Clerk – All the paperwork has been completed, just waiting for the funds.

C. Matthews – We need to consider getting a city manager. The city needs a motion light at oak street park. I want to thank everyone for your prayers while I was in the hospital.

M. House – I would like to thank Casey Rowan for all her work at the City Pound and for help with placing the dogs.

**Executive Session (If needed)**

**Adjourn**

Motion by C. Matthews

Adjourn

Second by M. House

5/0

Jimmy Babb Mayor Jimmy Babb Date: 8-2-22

[Signature]  
Casey A. Matthews

Barbara Cullefer

Billie Mallory

Mitz House

Anne Holloway  
Clerk Anne Holloway

## Update for June 2022

From A. Holloway

1. We are still waiting to hear back from M. Hubbard on renting the old dr. building. The attorney has drawn up a lease agreement, but she had to have liability insurance. She was checking into the cost.
2. I have mailed all the applicants that applied for the Chief position a letter.
3. Attorney F. Coleman has sent all the forms/letters to the EECO Broad. He does not think there will be a problem. The city had several documents to dispute the charges.
4. We have refinanced the three police cars with Government Capital Financing. And will be purchasing a Silver Chev. 2500 4wd 6.6L V8 6 speed auto from Brennon next week. We will use the funds left over from the refinancing of \$37613.66 and get \$2286.34 from Water/Sewage/Garbage account.
5. We still have several grants out for the gas system.
6. I have gotten the minutes out and all reconciled bank statements. \* DOES THE COUNCIL HAVE ANY QUESTIONS? CAN THERE BE A MOTION THAT ALL COUNCIL MEMBERS HAVE RECEIVED RECONCILIATION BANK ACCOUNTS FOR THE MONTH OF JUNE 2022 AND THE FINANCIAL REPORT FROM JUNE - IF THERE ARE NO QUESTIONS?
7. B&S Woods has sprayed the sewage line behind Decatur Street, so all the sewage line has been sprayed. They need to be cleaned around and maintained from this point forward.
8. I have spoken with Mr. Charlie about the sewage lines – he informed me that they use to put a solution in them annually of sand silk remover and sewage solvent to eat up the standing chemicals so they will not eat the pipes up. I spoke with Willie G, and I will try to order the chemicals. He also stated that the fire hydrants must flush out annually – they need to start at the end of the line and work their way up.
9. I continue working with Bill Powell, GA Rural Water Assoc, to help update the water/sewage rates.
10. We have completed all the paperwork for the revolving line of credit with Five Star CU. As a result, we will have a line of credit for \$100,000.00 if needed.
11. I have been working with L. Moore consultants to help with audit and QuickBooks.
12. We have gotten the revenue for 2023. There is a copy in your folder. We will have the expense report for you also.
13. We are working on the 22-23 upcoming budget. We will need to have a called meeting on July 26<sup>th</sup> at 6:00 p.m. to approve the resolution and the annual budget. We will accept the budget for the General and Public Works and later get resolutions

for the TIA & SPLOST. This will not be out of compliance if we get them approved with a resolution by the end of the year.

14. It is time to meet with the County and Richland to discuss LOST. There is a flyer in your folder reference to the LOST.
15. I have been working with C. Rowan on the Dog Pound. She has gotten several donations for food, toys, shampoo, and a 10x12 kennel with a tarp. She has reached out to several organizations to help adopt the dogs. We have had two going to PAWS for adoption. She helps Tony washing and worming the dogs. It would be nice to recognize Mrs. Rowan for the hard work she has done on a volunteer base.
16. There have been three building permits. Family Dollar has sent in the blueprints and all paperwork, and Russell has signed off on everything. They expect to start by Aug. 1st and complete by January 2023.
17. Myself, Mike, and Willie G attended training with Right Spot. We need to continue to input information on the site for water, sewage, and gas lines so it will be useful to the city.
18. Some of the employees are still interested in starting a retirement plan. Would the city would be interested in matching a 1% or 2% to each employee 2% or above.
19. Wims Community Center Medical Clinic starting July 29<sup>th</sup> – August 15<sup>th</sup>.
20. I am planning on being out of the office from July 13-17 – if get budget completed.
21. They will be increasing the speed limit in front of the school. There is a form that the council needs to sign.
22. We should be getting out AR Funds soon. I haven't heard anything yet but all paperwork is completed. We will have to do a budget for the remaining funds. We can still use the old budget with items that has not been completed.
23. The past due May utility and 20-21 property tax report is in your folders.

**CITY OF LUMPKIN**  
**FINANCIAL REPORT FOR JUNE 2021**

July 5, 2021

**GENERAL** ---DEP - \$118790.02 ----- W/D \$86290.24 -----\$65978.82

CHECKING ----- \$ 63764.79

SAVING ----- \$ 10.07

MONEY MK ----- \$ 2,203.96

4 YEAR CERT. ----- \$0 /\$29,276.12

LPD -----Dep.- \$15412.00---W/D \$8087.36-----\$16218.32

SINKING FUNDS ----- \$12,348.57

**TIA TX** --- DEP.\$23,082.46 ----- W/D \$20,000.00 -----\$8551.13

CHECKING ----- \$ 6298.94

MONEY MK ----- \$ 2247.19

SAVING ----- \$ 5.00

**SPLOST 2019** ---DEP.\$8819.44 ---- W/D \$9277.91-----\$4850.18

CHECKING ----- \$665.09

SAVING ----- \$205.62

MONEY MK ----- \$3979.47

**WATER, SEWAGE & GARBAGE** ---DEP \$48,253.48---W/D \$68,353.43 --- \$ 22,751.78

CHECKING ----- \$ 14,189.90

SAVING ----- \$ 5.00

MONEY MK ----- \$ 5,526.88

ESCROW ----- \$ 8000.00

**INTEREST EARNED IN JUNE-**

GENERAL - \$ 3.41

SPLOST 19 -\$1.61

TIA - \$4.37

4 YR. CERT. - \$25.04

SINKING - \$ .51

WATER/SEWAGE/GARBAGE - \$ 1.82

**TOTAL \$34.94**

INTEREST EARNED IN MAY TOTAL - \$47.72

## MAY 2021

WITHDRAWALS/(CL) Cleared

### GENERAL – WILL BE EMAILED

**SPLOST 2019** 1015 ROTO ROOTER \$650 (CL) 1021 AMERICAN TANK \$4427.71(CL)  
1022 AIMS \$3500.00 (CL) 1023 M. HOLLOWAY \$400.00 (CL)  
1024 M. HOLLOWAY \$300.00 (CL) 1024 M. CHRISTIAN \$350.00

### WATER/SEWAGE/GARBAGE – WILL BE EMAILED

**TIA –** 1019 \$10,000.00 (CL) 1020 \$10,000.00 (CL)

### LUMPKIN PD – CK#

W/D TSYS Merchant (CL)	\$ 365.94
1518 Stewart Co. LVAf(CL)	\$ 210.18
1522 Court ware Solutions (CL)	\$ 961.00
1523 GSCCCA (CL)	\$551.61
1524 Peace Officers (CL)	\$337.78
1525 Lumpkin Jail (CL)	\$332.09
1526 Stewart Co. LVAf (CL)	\$153.40
1528 CITY OF LUMPKIN (CL)	\$1000.00
1529 COURTWARE SOL	\$1302.00
1530 GSCCCA	\$710.14
1531 PEACE OFFICERS	\$504.95
1532 LUMPKIN DRUGS FUND (CL)	\$165.92
1533 LUMPKIN JAIL FUND (CL)	\$333.73
1534 STEWART CO LVAf	\$162.61
1535 CITY OF LUMPKIN (CL)	\$3500.80

### SINKING FUNDS – 0



**City of Lumpkin**  
**Reconciliation Detail**  
101160. - DRUG FUNDS, Period Ending 06/30/2022

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Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						915.96
Cleared Balance						915.96
Register Balance as of 06/30/2022						915.96
Ending Balance						<u>915.96</u>

**City of Lumpkin**  
**Reconciliation Detail**  
101160. · DRUG FUNDS, Period Ending 06/30/2022

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<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Clr</u>	<u>Amount</u>	<u>Balance</u>
Beginning Balance						915.96
Cleared Balance						915.96
Register Balance as of 06/30/2022						915.96
Ending Balance						<u>915.96</u>

## City of Lumpkin Reconciliation Detail

10.1110 - Cash-GF Operating, Period Ending 06/30/2022

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						0.00
<b>Cleared Transactions</b>						
<b>Checks and Payments - 51 items</b>						
Liability Check	06/01/2022		QuickBooks Payr...	X	-3,948.97	-3,948.97
Paycheck	06/01/2022	24899	WILLE G CLARK	X	-687.89	-4,636.86
Paycheck	06/01/2022	24898	MIKEEMA K RO...	X	-550.51	-5,187.37
Paycheck	06/01/2022	24897	MARION M WILL...	X	-308.85	-5,496.22
Check	06/01/2022	0433	ACH EPX FEE	X	-34.95	-5,531.17
Check	06/02/2022	0434	ACH TSYS MER...	X	-481.62	-6,012.79
Bill Pmt -Check	06/02/2022	24900	STEWART CO C...	X	-52.00	-6,064.79
Check	06/03/2022	0435	ACH BANKCAR...	X	-10.00	-6,074.79
Bill Pmt -Check	06/06/2022	24909	WILLIAM GREG...	X	-500.00	-6,574.79
Bill Pmt -Check	06/06/2022	24906	JIMMY BABB	X	-325.00	-6,899.79
Bill Pmt -Check	06/06/2022	24901	BARBARA CULL...	X	-275.00	-7,174.79
Bill Pmt -Check	06/06/2022	24902	BILLIE A. MALL...	X	-250.00	-7,424.79
Bill Pmt -Check	06/06/2022	24903	CANADY MATTH...	X	-250.00	-7,674.79
Bill Pmt -Check	06/06/2022	24905	FLOSSIE BROWN.	X	-250.00	-7,924.79
Bill Pmt -Check	06/06/2022	24907	MITZI HOUSE	X	-250.00	-8,174.79
Bill Pmt -Check	06/06/2022	24908	NIKITA SEAY	X	-250.00	-8,424.79
Bill Pmt -Check	06/06/2022	24904	CUTHBERT CRI...	X	-70.00	-8,494.79
Liability Check	06/08/2022		QuickBooks Payr...	X	-10,187.30	-18,682.09
Liability Check	06/08/2022		QuickBooks Payr...	X	-4,048.52	-22,730.61
Paycheck	06/08/2022	24914	WILLE G CLARK	X	-685.20	-23,415.81
Paycheck	06/08/2022	24913	MIKEEMA K RO...	X	-491.68	-23,907.49
Paycheck	06/08/2022	24911	JERRILL M PAL...	X	-476.77	-24,384.26
Paycheck	06/08/2022	24912	MARION M WILL...	X	-311.60	-24,695.86
Paycheck	06/08/2022	24910	GREGORY M ST...	X	-92.35	-24,788.21
Liability Check	06/08/2022		QuickBooks Payr...	X	-18.30	-24,806.51
Bill Pmt -Check	06/09/2022	24919	FORT OIL COMP...	X	-2,301.47	-27,107.98
Bill Pmt -Check	06/09/2022	24920	GEORGIA POW...	X	-831.33	-27,939.31
Bill Pmt -Check	06/09/2022	24916	AFLAC	X	-545.76	-28,485.07
Bill Pmt -Check	06/09/2022	24921	LIBERTY NATIO...	X	-339.17	-28,824.24
Bill Pmt -Check	06/09/2022	24918	CITY HALL	X	-201.99	-29,026.23
Bill Pmt -Check	06/09/2022	24915	A & K HARDWARE	X	-164.15	-29,190.38
Bill Pmt -Check	06/09/2022	24917	AT&T	X	-47.00	-29,237.38
Bill Pmt -Check	06/09/2022	24922	WILLIAMS OFFI...	X	-28.90	-29,266.28
Check	06/10/2022	0436	United Health Care	X	-7,925.47	-37,191.75
Check	06/10/2022	0437	QuickBooks Payr...	X	-356.80	-37,548.55
Liability Check	06/15/2022		QuickBooks Payr...	X	-3,698.18	-41,246.73
Paycheck	06/15/2022	24925	WILLE G CLARK	X	-687.25	-41,933.98
Paycheck	06/15/2022	24924	MIKEEMA K RO...	X	-487.38	-42,421.36
Paycheck	06/15/2022	24926	TERESA A DAVIS	X	-359.63	-42,780.99
Paycheck	06/15/2022	24923	MARION M WILL...	X	-311.29	-43,092.28
Liability Check	06/15/2022		QuickBooks Payr...	X	-121.16	-43,213.44
Liability Check	06/22/2022		QuickBooks Payr...	X	-9,935.40	-53,148.84
Liability Check	06/22/2022		QuickBooks Payr...	X	-3,705.94	-56,854.78
Paycheck	06/22/2022	24931	MIKEEMA K RO...	X	-693.85	-57,548.63
Paycheck	06/22/2022	24932	WILLE G CLARK	X	-685.87	-58,234.50
Paycheck	06/22/2022	24929	JERRILL M PAL...	X	-623.24	-58,857.74
Bill Pmt -Check	06/22/2022	24938	VERIZON WIRE...	X	-381.51	-59,239.25
Paycheck	06/22/2022	24930	MARION M WILL...	X	-310.79	-59,550.04
Check	06/27/2022	0432	GEFA LOAN	X	-1,938.67	-61,488.71
Liability Check	06/30/2022		QuickBooks Payr...	X	-3,986.35	-65,475.06
Paycheck	06/30/2022	24941	WILLE G CLARK	X	-680.43	-66,155.49
<b>Total Checks and Payments</b>					<b>-66,155.49</b>	<b>-66,155.49</b>
<b>Deposits and Credits - 40 items</b>						
Deposit	06/01/2022			X	64.72	64.72
Deposit	06/03/2022			X	40.00	104.72
Deposit	06/03/2022			X	484.73	589.45
Deposit	06/03/2022			X	628.71	1,218.16
Deposit	06/03/2022			X	10,875.00	12,093.16
Deposit	06/07/2022			X	304.32	12,397.48
Deposit	06/07/2022			X	615.83	13,013.31
Deposit	06/08/2022			X	295.30	13,308.61
Deposit	06/08/2022			X	301.68	13,610.29
Deposit	06/08/2022			X	354.41	13,964.70

**City of Lumpkin**  
**Reconciliation Detail**

**10.1110 · Cash-GF Operating, Period Ending 06/30/2022**

Type	Date	Num	Name	Clr	Amount	Balance
Deposit	06/10/2022			X	230.00	14,194.70
Deposit	06/10/2022			X	281.46	14,476.16
Deposit	06/10/2022			X	10,000.00	24,476.16
Deposit	06/13/2022			X	256.62	24,732.78
Deposit	06/14/2022			X	35.34	24,768.12
Deposit	06/14/2022			X	93.34	24,861.46
Deposit	06/14/2022			X	903.69	25,765.15
Deposit	06/15/2022			X	113.56	25,878.71
Deposit	06/15/2022			X	212.58	26,091.29
Deposit	06/15/2022			X	767.92	26,859.21
Deposit	06/15/2022			X	2,325.20	29,184.41
Deposit	06/16/2022			X	259.20	29,443.61
Deposit	06/20/2022			X	449.03	29,892.64
Deposit	06/21/2022			X	386.87	30,279.51
Deposit	06/21/2022			X	444.17	30,723.68
Deposit	06/21/2022			X	16,856.24	47,579.92
Deposit	06/22/2022			X	857.41	48,437.33
Deposit	06/24/2022			X	300.00	48,737.33
Deposit	06/27/2022			X	35.00	48,772.33
Deposit	06/27/2022			X	143.12	48,915.45
Deposit	06/27/2022			X	297.80	49,213.25
Deposit	06/27/2022			X	770.64	49,983.89
Deposit	06/29/2022			X	9,660.04	59,643.93
Paycheck	06/30/2022	DD3...	TERESA A DAVIS	X	0.00	59,643.93
Paycheck	06/30/2022	DD3...	LAURIE A HOLL...	X	0.00	59,643.93
Paycheck	06/30/2022	DD3...	Lauconia Starling	X	0.00	59,643.93
Paycheck	06/30/2022	DD3...	A'Kimberly M. Lo...	X	0.00	59,643.93
Paycheck	06/30/2022	DD3...	FRED C THOMAS	X	0.00	59,643.93
Deposit	06/30/2022			X	2.38	59,646.31
Deposit	06/30/2022			X	994.16	60,640.47
Total Deposits and Credits					60,640.47	60,640.47
Total Cleared Transactions					-5,515.02	-5,515.02
Cleared Balance					-5,515.02	-5,515.02
<b>Uncleared Transactions</b>						
<b>Checks and Payments - 14 items</b>						
Bill Pmt -Check	06/20/2022	24949	PITKIN CO FLEET		-72,000.00	-72,000.00
Bill Pmt -Check	06/22/2022	24937	Ten-8 Fire and S...		-652.50	-72,652.50
Bill Pmt -Check	06/22/2022	24934	AT&T MOBILITY		-535.50	-73,188.00
Bill Pmt -Check	06/22/2022	24935	LAW ENFORCE...		-306.00	-73,494.00
Bill Pmt -Check	06/22/2022	24933	ALLSTATE		-142.28	-73,636.28
Bill Pmt -Check	06/28/2022	24947	KIM KIMMELL CPA		-6,000.00	-79,636.28
Bill Pmt -Check	06/28/2022	24943	AFLAC		-682.20	-80,318.48
Bill Pmt -Check	06/28/2022	24945	LUVIN CONSUL...		-643.50	-80,961.98
Bill Pmt -Check	06/28/2022	24948	CINTAS		-241.60	-81,203.58
Bill Pmt -Check	06/28/2022	24944	CUTHBERT CRI...		-206.00	-81,409.58
Bill Pmt -Check	06/28/2022	24946	ALLSTATE		-142.28	-81,551.86
Bill Pmt -Check	06/28/2022	24942	AT&T		-47.00	-81,598.86
Paycheck	06/30/2022	24940	MIKEEMA K RO...		-492.85	-82,091.71
Paycheck	06/30/2022	24939	MARION M WILL...		-311.60	-82,403.31
Total Checks and Payments					-82,403.31	-82,403.31
Total Uncleared Transactions					-82,403.31	-82,403.31
Register Balance as of 06/30/2022					-87,918.33	-87,918.33
<b>Ending Balance</b>					<b>-87,918.33</b>	<b>-87,918.33</b>

**City of Lumpkin**  
**Reconciliation Detail**  
.101145 · SPLOSH 2019, Period Ending 06/30/2022

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						20,976.68
<b>Cleared Transactions</b>						
<b>Checks and Payments - 3 items</b>						
Check	05/31/2022	1056	SOUTHEAST W...	X	-8,860.50	-8,860.50
Check	05/31/2022	1057	AMERICAN TAN...	X	-4,427.91	-13,288.41
Check	05/31/2022	1058	CONSOLIDATED...	X	-1,553.80	-14,842.21
Total Checks and Payments					-14,842.21	-14,842.21
<b>Deposits and Credits - 1 item</b>						
Deposit	06/30/2022			X	1.82	1.82
Total Deposits and Credits					1.82	1.82
Total Cleared Transactions					-14,840.39	-14,840.39
Cleared Balance					-14,840.39	6,136.29
Register Balance as of 06/30/2022					-14,840.39	6,136.29
<b>New Transactions</b>						
<b>Checks and Payments - 2 items</b>						
Check	07/07/2022	1059	B&S WOODS, INC		-2,500.00	-2,500.00
Check	07/18/2022	1060	AMERICAN TAN...		-4,427.91	-6,927.91
Total Checks and Payments					-6,927.91	-6,927.91
Total New Transactions					-6,927.91	-6,927.91
<b>Ending Balance</b>					<b>-21,768.30</b>	<b>-791.62</b>

**City of Lumpkin**  
**Reconciliation Detail**  
101140 LUMPKIN P.D., Period Ending 06/30/2022

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						0.00
<b>Cleared Transactions</b>						
<b>Deposits and Credits - 2 items</b>						
Deposit	06/15/2022			X	175.00	175.00
Deposit	06/30/2022			X	4,202.00	4,377.00
Total Deposits and Credits					4,377.00	4,377.00
Total Cleared Transactions					4,377.00	4,377.00
Cleared Balance					4,377.00	4,377.00
Register Balance as of 06/30/2022					4,377.00	4,377.00
<b>Ending Balance</b>					<b>4,377.00</b>	<b>4,377.00</b>

## WATER FUND Reconciliation Detail

10 1101 - WATER, SEWAGE,GARBAGE & STREETS, Period Ending 06/30/2022

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						0.00
<b>Cleared Transactions</b>						
<b>Checks and Payments - 31 items</b>						
Bill Pmt -Check	06/01/2022	1065	CHARLIE SHEP...	X	-160.00	-160.00
Bill Pmt -Check	06/07/2022	1066	CHARLIE SHEP...	X	-580.00	-740.00
Bill Pmt -Check	06/09/2022	1081	CITY OF LUMPK...	X	-10,000.00	-10,740.00
Bill Pmt -Check	06/09/2022	1074	GEORGIA POWER	X	-5,553.10	-16,293.10
Bill Pmt -Check	06/09/2022	1072	ENVIRONMENT...	X	-3,491.80	-19,784.90
Bill Pmt -Check	06/09/2022	1078	KEY RISK	X	-2,301.00	-22,085.90
Bill Pmt -Check	06/09/2022	1073	FORT OIL COMP...	X	-1,647.94	-23,733.84
Bill Pmt -Check	06/09/2022	1069	ACC BUSINESS	X	-1,055.90	-24,789.74
Bill Pmt -Check	06/09/2022	1079	SPARTAN SERV...	X	-894.85	-25,684.59
Bill Pmt -Check	06/09/2022	1070	BARRETTS TRA...	X	-796.28	-26,480.87
Bill Pmt -Check	06/09/2022	1077	HOMESERVE USA	X	-679.90	-27,160.77
Bill Pmt -Check	06/09/2022	1075	GRAYBAR FINA...	X	-211.55	-27,372.32
Bill Pmt -Check	06/09/2022	1076	HOME HARDWA...	X	-144.90	-27,517.22
Bill Pmt -Check	06/09/2022	1080	WILLIAMS OFFI...	X	-125.99	-27,643.21
Bill Pmt -Check	06/09/2022	1068	A & K HARDWARE	X	-59.10	-27,702.31
Bill Pmt -Check	06/09/2022	1071	CITY HALL	X	-40.19	-27,742.50
Bill Pmt -Check	06/14/2022	1082	CHARLIE SHEP...	X	-360.00	-28,102.50
Bill Pmt -Check	06/16/2022	1086	SUMTER EMC	X	-5,570.33	-33,672.83
Bill Pmt -Check	06/16/2022	1084	TINA SELLERS	X	-220.07	-33,892.90
Bill Pmt -Check	06/16/2022	1085	MARILYN CHRIS...	X	-150.00	-34,042.90
Bill Pmt -Check	06/16/2022	1087	JACQUELA BEA...	X	-98.36	-34,141.26
Bill Pmt -Check	06/16/2022	1083	DE LAGE LAND...	X	-46.86	-34,188.12
Bill Pmt -Check	06/21/2022	1089	CITY OF LUMPK...	X	-15,000.00	-49,188.12
Bill Pmt -Check	06/21/2022	1100	SUMTER EMC	X	-5,709.58	-54,897.70
Bill Pmt -Check	06/21/2022	1093	DREW ECKL & F...	X	-2,521.36	-57,419.06
Bill Pmt -Check	06/21/2022	1097	QS1	X	-631.26	-58,050.32
Bill Pmt -Check	06/21/2022	1090	ACC BUSINESS	X	-527.95	-58,578.27
Bill Pmt -Check	06/21/2022	1088	CHARLIE SHEP...	X	-160.00	-58,738.27
Bill Pmt -Check	06/21/2022	1092	CITY OF LUMPK...	X	-130.00	-58,868.27
Bill Pmt -Check	06/21/2022	1095	GEORGIA POWER	X	-45.88	-58,914.15
Bill Pmt -Check	06/23/2022	1101	LUMPKIN POST ...	X	-214.80	-59,128.95
Total Checks and Payments					-59,128.95	-59,128.95
<b>Deposits and Credits - 65 items</b>						
Deposit	06/01/2022			X	60.76	60.76
Deposit	06/01/2022			X	128.39	189.15
Deposit	06/02/2022			X	125.18	314.33
Deposit	06/03/2022			X	25.00	339.33
Deposit	06/03/2022			X	181.87	521.20
Deposit	06/03/2022			X	564.52	1,085.72
Deposit	06/03/2022			X	676.16	1,761.88
Deposit	06/03/2022			X	705.35	2,467.23
Deposit	06/03/2022			X	714.38	3,181.61
Deposit	06/03/2022			X	906.02	4,087.63
Deposit	06/03/2022			X	1,382.57	5,470.20
Deposit	06/04/2022			X	72.32	5,542.52
Deposit	06/06/2022			X	207.81	5,750.33
Deposit	06/07/2022			X	640.18	6,390.51
Deposit	06/07/2022			X	925.00	7,315.51
Deposit	06/07/2022			X	1,797.78	9,113.29
Deposit	06/07/2022			X	2,592.60	11,705.89
Deposit	06/08/2022			X	102.50	11,808.39
Deposit	06/08/2022			X	460.94	12,269.33
Deposit	06/10/2022			X	328.40	12,597.73
Deposit	06/10/2022			X	621.25	13,218.98
Deposit	06/10/2022			X	921.88	14,140.86
Deposit	06/10/2022			X	2,638.26	16,779.12
Deposit	06/12/2022			X	47.34	16,826.46
Deposit	06/13/2022			X	74.20	16,900.66
Deposit	06/13/2022			X	76.34	16,977.00
Deposit	06/13/2022			X	167.20	17,144.20
Deposit	06/13/2022			X	418.88	17,563.08
Deposit	06/13/2022			X	474.56	18,037.64
Deposit	06/14/2022			X	726.56	18,764.20

## WATER FUND Reconciliation Detail

10 1101 - WATER, SEWAGE,GARBAGE & STREETS, Period Ending 06/30/2022

Type	Date	Num	Name	Clr	Amount	Balance
Deposit	06/14/2022			X	1,178.91	19,943.11
Deposit	06/14/2022			X	2,536.14	22,479.25
Deposit	06/15/2022			X	30.00	22,509.25
Deposit	06/15/2022			X	47.49	22,556.74
Deposit	06/15/2022			X	2,401.55	24,958.29
Deposit	06/17/2022			X	65.81	25,024.10
Deposit	06/17/2022			X	562.69	25,586.79
Deposit	06/17/2022			X	30,450.16	56,036.95
Deposit	06/21/2022			X	40.50	56,077.45
Deposit	06/21/2022			X	61.59	56,139.04
Deposit	06/21/2022			X	67.91	56,206.95
Deposit	06/21/2022			X	150.00	56,356.95
Deposit	06/21/2022			X	212.75	56,569.70
Deposit	06/21/2022			X	261.09	56,830.79
Deposit	06/21/2022			X	335.48	57,166.27
Deposit	06/23/2022			X	124.74	57,291.01
Deposit	06/23/2022			X	125.99	57,417.00
Deposit	06/23/2022			X	757.30	58,174.30
Deposit	06/24/2022			X	48.45	58,222.75
Deposit	06/27/2022			X	80.96	58,303.71
Deposit	06/27/2022			X	98.78	58,402.49
Deposit	06/27/2022			X	155.82	58,558.31
Deposit	06/27/2022			X	164.52	58,722.83
Deposit	06/27/2022			X	343.59	59,066.42
Deposit	06/27/2022			X	617.75	59,684.17
Deposit	06/28/2022			X	52.70	59,736.87
Deposit	06/30/2022			X	2.51	59,739.38
Deposit	06/30/2022			X	151.54	59,890.92
Deposit	06/30/2022			X	189.56	60,080.48
Deposit	06/30/2022			X	203.33	60,283.81
Deposit	06/30/2022			X	245.51	60,529.32
Deposit	06/30/2022			X	339.59	60,868.91
Deposit	06/30/2022			X	663.38	61,532.29
Deposit	06/30/2022			X	921.10	62,453.39
Deposit	06/30/2022			X	960.70	63,414.09
Total Deposits and Credits					63,414.09	63,414.09
Total Cleared Transactions					4,285.14	4,285.14
Cleared Balance					4,285.14	4,285.14
<b>Uncleared Transactions</b>						
<b>Checks and Payments - 11 items</b>						
Bill Pmt -Check	06/07/2022	1067	CHRIS JONES		-300.00	-300.00
Bill Pmt -Check	06/21/2022	1098	SOLID WASTE ...		-15,230.08	-15,530.08
Bill Pmt -Check	06/21/2022	1091	CITY OF LUMPK...		-10,000.00	-25,530.08
Bill Pmt -Check	06/21/2022	1096	KIM KIMMEL		-2,000.00	-27,530.08
Bill Pmt -Check	06/21/2022	1094	ENVIRONMENT...		-1,649.55	-29,179.63
Bill Pmt -Check	06/21/2022	1099	STEWART-WEB...		-1,108.00	-30,287.63
Bill Pmt -Check	06/28/2022	1104	KEY RISK		-2,326.00	-32,613.63
Bill Pmt -Check	06/28/2022	1103	CREATIVE PRIN...		-1,143.75	-33,757.38
Bill Pmt -Check	06/28/2022	1102	CINTAS		-767.04	-34,524.42
Bill Pmt -Check	06/28/2022	1105	LORI MOORE C...		-160.00	-34,684.42
Bill Pmt -Check	06/30/2022	1106	CHARLIE SHEP...		-480.00	-35,164.42
Total Checks and Payments					-35,164.42	-35,164.42
Total Uncleared Transactions					-35,164.42	-35,164.42
Register Balance as of 06/30/2022					-30,879.28	-30,879.28
<b>Ending Balance</b>					<b>-30,879.28</b>	<b>-30,879.28</b>



Update for June 2022  
From the desk of Willie G Clark

1. All month checks of wells and sewage ponds, auger have been good.
2. All limbs and leaves have followed the month scheduled with no problems.
3. There have been of 811 locates – MLK JR & Broad Streets.
4. I will be in training from July 17-21 in Savannah. Mr. Charlie and Mike will be covering everything.
5. Opened the gate for Mitch to check the odorized. It is up and running.
6. We will start meter reading on the 14<sup>th</sup> due to me being gone. We have completed cut-off for June. There were around 10 customers but most are back on at this time.
7. I took three older week eaters to Columbus on Wednesday and plan to pick them up next week.
8. We need to discuss the limbs & leave pick-up. We have a citizen (Oak St) that does not currently a customer but has a huge pile out by the road. We also have customers (Holder Rd) that continue to put piles out right after the city pick up a pile.
9. Mike and I have fixed the pump at the well on Depo Hill.
10. We are continuing cutting and weed grass throughout the city.
11. We are readvertising for public worker. We interviewed one and the other applicant never responded. After the interview we decided to readvertise.
12. Every one in the office and the streets are working well together.



Russell R. McMurry, P.E., Commissioner  
One Georgia Center  
600 West Peachtree NW  
Atlanta, GA 30308  
(404) 631-1990 Main Office

June 10, 2022

Chief Matthew Holloway  
Lumpkin Police Department  
540 Dr Milk Jr. Dr.  
Lumpkin, GA 31815

Re: List of Roads Document/Radar List for the City of Lumpkin

Chief Holloway,


The below changes have been made to the LOR based on GDOT test driving, road geometrics and an ETI (Engineering and Traffic Investigation).

1. UPDATED: State Route 27: Stewart County Schools, **School Zone**: 4,021 feet west of Parker Road to 2, 621 feet west of Parker Road: 45 MPH (0.26 miles)

Please have the proper officials sign the signature page and return all **original watermarked** pages to the *Georgia Department of Transportation, 115 Transportation Blvd., Thomaston, GA 30286, Attention: Jennifer Compton*. All previous lists and parts of lists in conflict with the attached list are hereby repealed.

Please note, the City of Lumpkin will be responsible for proper speed zone sign placement on non-state route roadways corresponding to this list as well as any advisory speed warning signs roadway conditions warrant. It is also the City's responsibility to ensure that their respective radar permit is updated and references the attached list (0622-259L).

If you have any questions, please contact me at 706-646-7594 or [jcompton@dot.ga.gov](mailto:jcompton@dot.ga.gov).

Sincerely,  
  
Jennifer Compton  
Traffic Specialist 2

cc: File Attachment

STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
SR 39 CONN	LUMPKIN	900 feet east of SR 1 (West City Limit)	15.42	SR 1 CONN	15.71	0.29	45

**\*\*Indicates distance is too short for the use of speed detection devices but is listed for signing purposes only**

**\*SCHOOL ZONES ARE EFFECTIVE\***

**A.M.** from 30 minutes prior to commencement time to 30 minutes after commencement time –  
**SCHOOL DAYS ONLY.**

**P.M.** from 30 minutes prior to dismissal time to 30 minutes after dismissal time –  
**SCHOOL DAYS ONLY.**

**OFF-SYSTEM**

**ALL OFF-SYSTEM ROUTES WILL NOT BE VERIFIED BY GEORGIA DEPARTMENT OF TRANSPORTATION**

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Chestnut Street	LUMPKIN	South Lumpkin City Limits	274 feet south of Main Street	0.27	45
Cotton Street	LUMPKIN	Alabama Street	Rockwell Street	0.40	25
Cotton Street	LUMPKIN	Rockwell Street	Valley Road	0.45	30
Main Street	LUMPKIN	Chestnut Street	Elm Street	0.35	25
Main Street	LUMPKIN	Elm Street	East Lumpkin City Limits	0.63	35
Martin Luther King Jr. Drive	LUMPKIN	South Lumpkin City Limits	Liberty Street	0.60	45
Martin Luther King Jr. Drive	LUMPKIN	100 feet south of New Street	SR 27	0.30	25
Surles Street	LUMPKIN	Maple Street	Main Street	0.61	25

ORDINANCE NO. 2022- 1

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF LUMPKIN TO PROVIDE FOR THE CONDITIONAL USE OF SHORT-TERM RENTAL UNITS IN R-1 AND R-2 ZONING DISTRICTS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, it has come to the attention of the Mayor and City Council of the City of Lumpkin that certain housing units within the corporate limits of the City are being used for short term rentals; and

WHEREAS, after careful study and consideration it has been determined that the City of Lumpkin should establish regulations governing short term rental units in the City; and

WHEREAS, the regulation of short term rental units in the City protect the health, safety, and welfare of the citizens of the City.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Lumpkin as follows:

**Section 1.** The uses allowed in each Zoning District as determined by the matrix contained in Article II of the Zoning Ordinance of the City of Lumpkin is amended to provide that short-term rental units shall be allowed in R-1 and R-2 Zoning Districts as a conditional use.

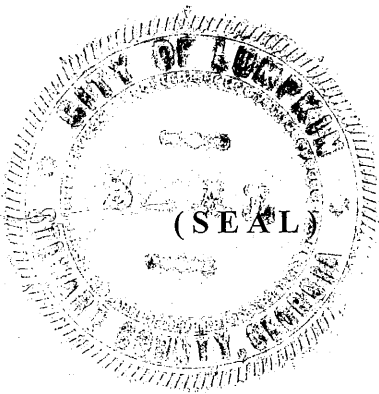
**Section 2.** All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SO ORDAINED this 5<sup>th</sup> day of July, 2022.

CITY OF LUMPKIN

By: James Babb  
Mayor, James Babb

Attest: Anne Holloway  
Clerk, Anne Holloway



ORDINANCE NO. 2022- 2

**AN ORDINANCE REGULATING SHORT TERM RENTAL UNITS IN THE CITY OF LUMPKIN; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.**

**WHEREAS**, it has come to the attention of the Mayor and City Council of the City of Lumpkin that certain housing units within the corporate limits of the City are being used for short term rentals; and

**WHEREAS**, after careful study and consideration it has been determined that the City of Lumpkin should establish regulations governing short term rental units in the City; and

**WHEREAS**, the regulation of short term rental units in the City protect the health, safety, and welfare of the citizens of the City.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Lumpkin as follows:

**Section 1. Short-term rental unit**

For the purposes of this chapter, a short-term rental unit is defined as any non-subsidized house, apartment, condominium, room or lodging accommodation on any property within the city that is rented to the same tenant for a period of less than 30 days. A short-term rental unit shall be located inside or adjacent to its owner's occupied dwelling located on the same property.

**Section 2. Short-term rental unit permitted.**

- (a) Short-term rental units may only be operated in the city pursuant to this section.
- (b) Each individual short-term rental unit shall be permitted with the city. Prior to issuance of a permit for a short-term rental unit, each property containing a short-term rental unit shall be inspected for compliance with all building and fire codes. A short-term rental unit permit is valid for one year from the date of issuance.
- (c) All parking for short-term rental units shall be accommodated on the same lot as the short-term rental unit.
- (d) All owners or hosts shall post the city's noise ordinance in a visible location in the short-term rental unit.
- (e) All owners, platforms and managers of multiple short-term rental units shall register and provide detailed records of rental activity and taxes by rental unit.
- (f) All owners or hosts shall give notice of the operation of a short-term rental unit to all residential parcels immediately adjacent to the short-term rental unit.

RESOLUTION NO. 2022- 4

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUMPKIN, GEORGIA TO PROVIDE FOR THE ISSUANCE OF NOT TO EXCEED \$100,000.00 PRINCIPAL AMOUNT TAX ANTICIPATION NOTE, SERIES 2022, AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Lumpkin, Georgia (the “Issuer”) is a municipal corporation created and currently existing under the laws of the State of Georgia; and

**WHEREAS**, the Issuer is authorized pursuant to Article IX, Section V, Paragraph V of the Constitution of the State of Georgia of 1983 (hereinafter sometimes called the “Constitutional Authority”) and Section 36-80-2 of the Official Code of Georgia Annotated to incur debt by obtaining one or more temporary loans to pay current expenses during any calendar year and to evidence such loan or loans by issuing its tax anticipation note in anticipation of the receipt of revenues from taxes levied or to be levied for expenses payable during such calendar year; and

**WHEREAS**, the Issuer proposes to issue its tax anticipation note in the form of a line of credit to be drawn upon from time to time in the maximum aggregate principal amount of not to exceed \$100,000.00; and

**WHEREAS**, the Issuer has not previously issued tax anticipation notes or other obligations in anticipation of the receipt of tax revenues during calendar year 2022; and

**WHEREAS**, the City Council (the “Governing Body”) of the Issuer has heretofore determined that (a) the aggregate amount of tax anticipation note herein authorized (\$100,000.00) does not exceed \$222,777.35, being 75% of the total gross income from taxes collected by or on behalf of the Issuer in calendar year 2021 (\$297,036.46); (b) such tax anticipation note, together with other contracts, notes, warrants, or obligations of the Issuer for current expenses payable from taxes collected by or on behalf of the Issuer in calendar year 2021 do not exceed the total anticipated revenues of the Issuer for said year; and (c) at the time of issuance of the tax anticipation note herein authorized, no such temporary loan obtained in any prior calendar year will remain unpaid; (b) such tax anticipation note, together with other contracts, notes, warrants, or obligations of the Issuer for current expenses payable from taxes collected by or on behalf of the Issuer in calendar year 2022 do not exceed the total anticipated revenues of the Issuer for said year; and (c) at the time of issuance of the tax anticipation note herein authorized, no such temporary loan obtained in any prior calendar year will remain unpaid;

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the Issuer as follows:

**Section 1. Authorization.** The Governing Body of the Issuer hereby finds and declares that a need exists for the Issuer to incur a temporary loan in the form of a line of credit in the amount of not to exceed \$100,000.00 in order to pay current expenses of the Issuer in calendar

year 2022 prior to the receipt of revenues from taxes levied or to be levied by or on behalf of the Issuer for calendar year 2022. For the purpose of paying such current expenses of the Issuer, there is hereby authorized to be issued pursuant to the Constitutional Authority, the general laws of Georgia, and this Resolution, a tax anticipation note payable as herein provided in the principal amount of not to exceed \$100,000.00 to be designated "City of Lumpkin Tax Anticipation Note, Series 2022" (the "Note"). The temporary loan shall be in the form of a line of credit enabling the Issuer to draw upon the note from time to time up to an aggregate principal amount of not to exceed \$100,000.00 with interest to be calculated on the total amount drawn until maturity.

**Section 2. Sale of Note.** The Note shall be offered and sold at a price of 100% of the par amount thereof to Five Star Credit Union, or its successor (the "Purchaser"). Issuer shall pay a three hundred dollar (\$300) loan origination fee at the closing.

**Section 3. Specific Authority of Officers.** In furtherance of the authorization given herein for issuance of the Note, the Governing Body of the Issuer and all of its appropriate officers and agents are hereby expressly authorized and directed to do all acts necessary and proper to effect issuance of the Note, including, but not limited to, the following:

- (a) To offer and sell the Note as provided in **Section 2** above;
- (b) To obtain such professional services, including, but not limited to, those of attorneys, and to prepare or have prepared all documents, legal and otherwise, necessary to consummate the issuance of the Note and to incur expenses therefor; and
- (c) To deliver the Note to the Purchaser.

**Section 4. Purpose of Note, Use of Proceeds.** The Note will be issued for the governmental purpose of providing funds for the current expenses of the Issuer for the year 2022. None of the proceeds of the Note will be used, directly or indirectly, in a trade or business carried on by any person other than a "governmental unit" (as such term is used in Section 141 of the Internal Revenue Code of 1986, as amended), and none of the proceeds of the Note will be used, directly or indirectly, to make or finance loans to persons other than "governmental units" (as such term is used in Section 141 of the Internal Revenue Code of 1986, as amended). The proceeds of the Note may be used to pay any interest which may accrue on the Note, to pay the costs and expenses of issuing the Note, including attorney's fees, and to pay other current expenses of the Issuer.

**Section 5. Obligation of the Issuer.** The Note shall be a general obligation of the Issuer, and the full faith and credit of the Issuer are hereby irrevocably pledged to secure the payment of the principal of and interest on the Note.

**Section 6. Description of the Note.** The Note shall be issued in the form of a fully registered Note, without coupon, in the aggregate principal amount of not to exceed \$100,000.00, shall be dated the date of issuance thereof, shall bear interest on the outstanding principal amount

at the rate of 4.99% per Annum (computed on the basis of the actual number of days elapsed during a year comprised of 365 days) and shall be due and payable on December 30, 2022.

The Issuer shall pay all principal and interest on the Note only to or upon the order of Five Star Credit Union, or its respective attorneys, duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal or and interest on the Note to the extent of the sum or sums so paid.

Issuer may draw all or a portion of the face amount of the Note and may make additional draws against the Note so long as the aggregate principal amount drawn does not exceed \$100,000.00. Each draw on the Note shall be recorded on the Schedule of Draws attached to the Note. Interest shall accrue only on those amounts drawn against the Note until maturity

**Section 7. Execution and Authentication.** The Note shall be executed by the manual signature of the Mayor of the Issuer and by the manual signature of the Clerk of the Issuer, and the corporate seal of the Issuer shall be impressed thereon.

**Section 8. Form of Note.** The Note shall be in substantially the following form and shall contain substantially the following terms, with such variations, omissions, and insertions as may be required to complete the Note properly and as may be approved by the officers executing the Note, which approval shall be conclusively evidenced by such execution:



**CITY OF LUMPKIN, GEORGIA  
TAX ANTICIPATION NOTE  
SERIES 2022**

<b>MATURITY DATE</b>	<b>DATE OF ISSUANCE</b>	<b>INTEREST RATE</b>
<b>December 30, 2022</b>	<b>July 22, 2022</b>	<b>4.99% per Annum</b>

**Registered Owner: Five Star Credit Union**

**Principal Amount: \$100,000.00 (or the sum of draws made under this Note, if less, as shown on the Schedule of Draws, attached to this Note).**

**Loan Number: 214060 - 0003**

FOR VALUE RECEIVED, the City of Lumpkin, Georgia (the "Issuer"), a municipal corporation of the State of Georgia, hereby promises to pay to the Registered Owner shown above, or registered assigns, on the Maturity Date specified above, the principal sum of One Hundred Thousand Dollars and 00/100 (\$100,000.00) (or the sum of draws made under this Note, if less, as shown on the Schedule of Draws attached to this Note), with interest on the outstanding principal amount of this Note from the Date of Issuance specified above at the rate of 4.99% per Annum (computed on the basis of the actual number of days elapsed during a year comprised of 365 days). Such payment shall be made, upon presentation and surrender hereof, at the principal office of Five Star Credit Union. Upon payment of the principal of and interest on this Note, it shall be marked "Canceled," and a certificate of cancellation shall be sent to the Issuer.

This Note is issued pursuant to the authority of the Constitution and laws of the State of Georgia and specifically authorized by a resolution duly adopted by the Issuer on July 5, 2022, (the "Resolution"). This Note is issued for the governmental purpose of providing funds for the current expenses of the Issuer for the year 2022 and in anticipation of the receipt of revenues from direct taxes levied or to be levied upon all real and personal property subject to taxation on behalf of the Issuer. Reference is made to the Resolution for a full description of the rights of the Registered Owner of this Note and of the terms and conditions under which this Note is issued, to all the provisions of which the registered owner, by the acceptance of this Note, accepts. The indebtedness evidenced by this Note is a general obligation of the Issuer, and the full faith and credit of the Issuer have been and hereby are irrevocably pledged to secure the payment of the principal of and interest on this Note.

This Note is not subject to a prepayment penalty prior to maturity.

The terms of this Note and the rights and obligations of the Registered Owner and the Issuer shall be governed by and construed in accordance with the laws of the State of Georgia.

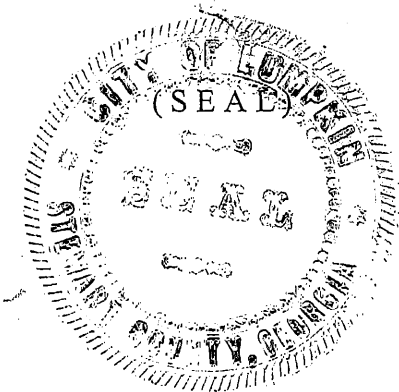
It is hereby certified, recited, and declared that all acts, conditions, and things required by the Constitution or statutes of the State of Georgia to exist, happen, or be performed precedent to and in the issuance of this Note do exist, have happened, and have been performed in due and legal time, form, and manner as required by law.

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed with the manual signature of the Mayor of the Issuer, has caused its official seal to be hereunto affixed and attested with the manual signature of the Clerk of the Issuer, and has caused this Note to be dated as of the date first above written.

CITY OF LUMPKIN, GEORGIA

By: James Babb  
Mayor, James Babb

Attest: Anne Holloway  
City Clerk, Anne Holloway



RESOLUTION NO. 2022- 4

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUMPKIN, GEORGIA TO PROVIDE FOR THE ISSUANCE OF NOT TO EXCEED \$100,000.00 PRINCIPAL AMOUNT TAX ANTICIPATION NOTE, SERIES 2022, AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Lumpkin, Georgia (the “Issuer”) is a municipal corporation created and currently existing under the laws of the State of Georgia; and

**WHEREAS**, the Issuer is authorized pursuant to Article IX, Section V, Paragraph V of the Constitution of the State of Georgia of 1983 (hereinafter sometimes called the “Constitutional Authority”) and Section 36-80-2 of the Official Code of Georgia Annotated to incur debt by obtaining one or more temporary loans to pay current expenses during any calendar year and to evidence such loan or loans by issuing its tax anticipation note in anticipation of the receipt of revenues from taxes levied or to be levied for expenses payable during such calendar year; and

**WHEREAS**, the Issuer proposes to issue its tax anticipation note in the form of a line of credit to be drawn upon from time to time in the maximum aggregate principal amount of not to exceed \$100,000.00; and

**WHEREAS**, the Issuer has not previously issued tax anticipation notes or other obligations in anticipation of the receipt of tax revenues during calendar year 2022; and

**WHEREAS**, the City Council (the “Governing Body”) of the Issuer has heretofore determined that (a) the aggregate amount of tax anticipation note herein authorized (\$100,000.00) does not exceed \$222,777.35, being 75% of the total gross income from taxes collected by or on behalf of the Issuer in calendar year 2021 (\$297,036.46); (b) such tax anticipation note, together with other contracts, notes, warrants, or obligations of the Issuer for current expenses payable from taxes collected by or on behalf of the Issuer in calendar year 2021 do not exceed the total anticipated revenues of the Issuer for said year; and (c) at the time of issuance of the tax anticipation note herein authorized, no such temporary loan obtained in any prior calendar year will remain unpaid; (b) such tax anticipation note, together with other contracts, notes, warrants, or obligations of the Issuer for current expenses payable from taxes collected by or on behalf of the Issuer in calendar year 2022 do not exceed the total anticipated revenues of the Issuer for said year; and (c) at the time of issuance of the tax anticipation note herein authorized, no such temporary loan obtained in any prior calendar year will remain unpaid;

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the Issuer as follows:

**Section 1. Authorization.** The Governing Body of the Issuer hereby finds and declares that a need exists for the Issuer to incur a temporary loan in the form of a line of credit in the amount of not to exceed \$100,000.00 in order to pay current expenses of the Issuer in calendar



year 2022 prior to the receipt of revenues from taxes levied or to be levied by or on behalf of the Issuer for calendar year 2022. For the purpose of paying such current expenses of the Issuer, there is hereby authorized to be issued pursuant to the Constitutional Authority, the general laws of Georgia, and this Resolution, a tax anticipation note payable as herein provided in the principal amount of not to exceed \$100,000.00 to be designated "City of Lumpkin Tax Anticipation Note, Series 2022" (the "Note"). The temporary loan shall be in the form of a line of credit enabling the Issuer to draw upon the note from time to time up to an aggregate principal amount of not to exceed \$100,000.00 with interest to be calculated on the total amount drawn until maturity.

**Section 2. Sale of Note.** The Note shall be offered and sold at a price of 100% of the par amount thereof to Five Star Credit Union, or its successor (the "Purchaser"). Issuer shall pay a three hundred dollar (\$300) loan origination fee at the closing.

**Section 3. Specific Authority of Officers.** In furtherance of the authorization given herein for issuance of the Note, the Governing Body of the Issuer and all of its appropriate officers and agents are hereby expressly authorized and directed to do all acts necessary and proper to effect issuance of the Note, including, but not limited to, the following:

- (a) To offer and sell the Note as provided in **Section 2** above;
- (b) To obtain such professional services, including, but not limited to, those of attorneys, and to prepare or have prepared all documents, legal and otherwise, necessary to consummate the issuance of the Note and to incur expenses therefor; and
- (c) To deliver the Note to the Purchaser.

**Section 4. Purpose of Note, Use of Proceeds.** The Note will be issued for the governmental purpose of providing funds for the current expenses of the Issuer for the year 2022. None of the proceeds of the Note will be used, directly or indirectly, in a trade or business carried on by any person other than a "governmental unit" (as such term is used in Section 141 of the Internal Revenue Code of 1986, as amended), and none of the proceeds of the Note will be used, directly or indirectly, to make or finance loans to persons other than "governmental units" (as such term is used in Section 141 of the Internal Revenue Code of 1986, as amended). The proceeds of the Note may be used to pay any interest which may accrue on the Note, to pay the costs and expenses of issuing the Note, including attorney's fees, and to pay other current expenses of the Issuer.

**Section 5. Obligation of the Issuer.** The Note shall be a general obligation of the Issuer, and the full faith and credit of the Issuer are hereby irrevocably pledged to secure the payment of the principal of and interest on the Note.

**Section 6. Description of the Note.** The Note shall be issued in the form of a fully registered Note, without coupon, in the aggregate principal amount of not to exceed \$100,000.00, shall be dated the date of issuance thereof, shall bear interest on the outstanding principal amount

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at the rate of 4.99% per Annum (computed on the basis of the actual number of days elapsed during a year comprised of 365 days) and shall be due and payable on December 30, 2022.

The Issuer shall pay all principal and interest on the Note only to or upon the order of Five Star Credit Union, or its respective attorneys, duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal or and interest on the Note to the extent of the sum or sums so paid.

Issuer may draw all or a portion of the face amount of the Note and may make additional draws against the Note so long as the aggregate principal amount drawn does not exceed \$100,000.00. Each draw on the Note shall be recorded on the Schedule of Draws attached to the Note. Interest shall accrue only on those amounts drawn against the Note until maturity

**Section 7. Execution and Authentication.** The Note shall be executed by the manual signature of the Mayor of the Issuer and by the manual signature of the Clerk of the Issuer, and the corporate seal of the Issuer shall be impressed thereon.

**Section 8. Form of Note.** The Note shall be in substantially the following form and shall contain substantially the following terms, with such variations, omissions, and insertions as may be required to complete the Note properly and as may be approved by the officers executing the Note, which approval shall be conclusively evidenced by such execution:

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**Section 9. Tax Levy for Payment of Note.** For the purpose of providing funds for the payment of the principal of and interest on the Note, the Issuer shall ensure that there be levied and thereafter collected a tax on all property located within the boundaries of the Issuer subject to taxation, the net proceeds of which will be sufficient in amount to produce the aforesaid sums required to pay the principal of and interest on the Note. Said sums are hereby irrevocably pledged and appropriated to the payment of the principal of and interest on the Note, and provisions to meet the requirements of this Resolution shall hereafter be made by the Issuer in due time and manner so that the Note, including both the principal and interest thereon, shall be fully paid at maturity.

**Section 10. Representations, Warranties, and Covenants of the Issuer.** Upon each issuance of the Note authorized hereunder, the Mayor of the Issuer shall certify and agree for and on behalf of the Issuer to the Purchaser of the Note that:

(a) Following the issuance of the Note, the aggregate amount of outstanding loans incurred by the Issuer pursuant to the authority contained in the Constitutional Authority will not exceed 75% of the Issuer's total gross income from taxes collected for the benefit of the Issuer during calendar year 2021;

(b) As of the date of the issuance of the Note, there will be no outstanding loans incurred by the Issuer pursuant to the authority contained in the Constitutional Authority during the calendar year 2022 or any prior year;

(c) The Issuer will not incur during calendar year 2022 an aggregate of loans (including the Note) and other contracts or obligations for current expenses in excess of the total anticipated revenues of the Issuer for calendar year 2022, and will not issue during calendar year 2022 notes, warrants, or other evidence of indebtedness in a total amount in excess of such anticipated revenues for such year;

(d) The Issuer will not permit the use or investment of the proceeds of the Note or any money accumulated to pay the Note in any manner which would cause the Note to be "arbitrage bonds" within the meaning of Section 148 of the Code. The Issuer anticipates that no rebate of any investment earnings to the Department of Treasury of the United States will be required by Section 148(f) of the Code at any time while the Note is outstanding. However, in the event that such rebate is required, the Issuer hereby covenants to comply with all requirements of Section 148 of the Code to the extent applicable to the Note;

(e) None of the proceeds of the Note will be used, directly or indirectly, in a trade or business carried on by any person other than a "governmental unit" (as such term is used in Section 141 of the Internal Revenue Code of 1986, as amended), and none of the proceeds of the Note will be used, directly or indirectly, to make or finance loans to persons other than "governmental units" (as such term is used in Section 141 of the Internal Revenue Code of 1986, as amended);

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(f) The Issuer will cause to be completed and filed with the Internal Revenue Service Treasury Form 8038-G and the information required by Section 149(e) of the Internal Revenue Code of 1986, as amended, simultaneously with the issuance of the Note;

(g) The Issuer does not reasonably expect that the aggregate amount of all tax-exempt obligations issued or to be issued by or on behalf of the Issuer (other than "private activity bonds" as defined in Section 141 of the Internal Revenue Code of 1986, as amended) in calendar year 2021 will exceed \$10,000,000. Accordingly, the Issuer hereby designates the Note as a "qualified tax-exempt obligation" as such term is used Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

**Section 11. Rebate of Arbitrage Profit.** The Mayor and the Clerk of the Issuer, or any of them, are hereby authorized to execute on behalf of the Issuer an Arbitrage Certificate and Agreement or other similar document to assure the Purchaser that the proceeds of the Note will not be used in a manner which would or might result in the Note being an "arbitrage bond" under Section 148 of the Internal Revenue Code of 1986, as amended, or the regulations of the United States Treasury Department currently in effect or proposed. Such Arbitrage Certificate and Agreement or other similar document shall constitute a representation, certification, and agreement of the Issuer, and no investment of the proceeds from the Note or of monies accumulated to pay the Note shall be made in violation of the expectations and covenants prescribed by said Arbitrage Certificate and Agreement or other similar document. Such Arbitrage Certificate and Agreement or other similar documents shall constitute an agreement of the Issuer to follow certain covenants which may require the Issuer to take certain actions (including the payment or rebate of certain amounts to the United States Treasury) or which may prohibit certain actions (including the establishment of certain funds) under certain conditions as specified in such Arbitrage Certificate and Agreement or other similar document.

**Section 12. Issuer's Contract with Note Owner.** The provisions, terms, and conditions of this Resolution will constitute a contract by and between the Issuer and any Registered Owner of the Note, and after the issuance of the Note this Resolution shall not be repealed or amended in any respect which will adversely affect the rights and interest of any Registered Owner of the Note; nor shall the Issuer pass any ordinance or resolution in any way whatsoever adversely affecting the rights of any such Registered Owner so long as the Note authorized by this Resolution or the interest thereon shall remain unpaid; provided, however, this Resolution may be amended by the Issuer with the consent of the Registered Owner of the Note.

The Issuer recognizes that the Purchaser of the Note will have accepted on, and paid therefor, a price which reflects the understanding that interest thereon is excludable from federal gross income of the owner under laws in force at the time the Note shall have been delivered. In this connection, the Issuer agrees that it shall knowingly take no action which may render the interest on the Note includable in federal gross income of the owners thereof and that the principal proceeds of the sale of the Note shall be devoted to and used with due diligence for payment of the current expenses for which the Note is authorized to be issued. The Issuer agrees that, to the extent permissible under state law, it will comply with whatever federal law is not in

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effect or which shall be adopted in the future which applies to the Note in order to preserve the tax-exempt status of interest on the Note.

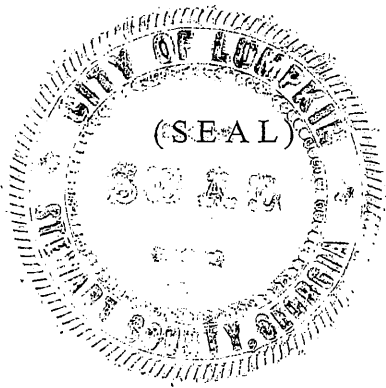
**Section 13. Governing Law.** The terms of this Resolution and of the Note and the rights and obligations of the Issuer and the Registered Owner shall be governed by and construed in accordance with the laws of the State of Georgia.

**Section 14. Severability.** In case of any one or more of the provisions of this Resolution or of the Note shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, such illegality or invalidity shall not affect any other provision hereof or of the Note unless expressly so held, but this Resolution and the Note shall be construed and deemed to be in force as if such illegal and invalid provisions had not been contained herein or therein.

**Section 15. Repeal of Conflicting Resolutions.** Any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be, and the same hereby are, repealed; and this Resolution shall be in full force and effect from and after its adoption.

**Section 16. Execution of Resolution.** Insofar as this Resolution constitutes a contract binding upon the Issuer, Mayor is hereby authorized and directed to execute this Resolution on behalf of the Issuer, and the Clerk of the Issuer is authorized and directed to affix the official seal of the Issuer hereunto and to attest the same.

**APPROVED AND ADOPTED** on the 5<sup>th</sup> day of July, 2022.



CITY OF LUMPKIN, GEORGIA

By: James Babb  
Mayor, James Babb

Attest: Anne Holloway  
City Clerk, Anne Holloway



**CITY CLERK'S CERTIFICATE**

GEORGIA, STEWART COUNTY

I, ANNE HOLLOWAY, City Clerk of the City of Lumpkin, Georgia (the "Issuer"), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of the Resolution approving and authorizing the issuance of not to exceed \$100,000.00 aggregate principal amount of the Issuer's Tax Anticipation Note, Series 2022 (the "Note"), and for certain other purposes, which Resolution was adopted by the City Council of the City of Lumpkin, Georgia, (the "Governing Body") of the Issuer on the 5<sup>th</sup> day of July, 2022, in a meeting duly called and assembled, which meeting was open to the public and at which a quorum was present and acting throughout, that all public notices of such meeting required by a "Sunshine" law to be given were duly given, that the original of said Resolution has been duly recorded in the Minute Book of said Governing Body of the Issuer, which is in my custody and control, and that the same has not been amended or repealed and is in full force and effect on the date hereof.

WITNESS my hand and the official seal of the Issuer this 5<sup>th</sup> day of July, 2022.



*Anne Holloway*  
\_\_\_\_\_  
CITY CLERK, ANNE HOLLOWAY  
CITY OF LUMPKIN, GEORGIA

*JP*

City Council Meeting  
552 MLK Jr. Dr. Lumpkin, GA 31815  
Tuesday, July 26, 2022  
6:00 p.m.

## **CALLED MEETING**

The mayor called the meeting to order at 6:00 p.m.

All said the pledge to the flag.

The clerk did the roll call. All were present except Councilwoman Mallory.

The mayor asked the council if there were any questions or comments regarding the 2022-23 budget. Councilwoman Cullefer and Brown said they had reviewed and discussed it. They had found no issues concerning the 2022-23 annual budget. The mayor asked if anyone else had any comments.

The mayor read Ordinance 22-3 loud for the second time.

Motion by B. Cullefer  
Second by C. Matthews

To adopt the ordinance 22-03 in reference  
to 22-23 annual budget.

5-0

The council adopted the 2022-23 budget for the upcoming year. There was no other business.

Motion by B. Cullefer  
Second by C. Matthews

To Adjourn

5-0

**Executive Session (If needed)**

**Adjourn**

Jimmy Babb

Mayor Jimmy Babb

Date: 8-2-22

[Signature]  
Carole A. Matthews  
Misty Hare

Barbara Kuller

Anne Holloway  
Clerk Anne Holloway

ORDINANCE NO. 2022- 3

AN ORDINANCE PROVIDING FOR THE ADOPTION OF A BUDGET FOR THE FISCAL YEAR BEGINNING AUGUST 1, 2022; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, after careful consideration by the Mayor and Members of the City Council, the City of Lumpkin intends to adopt a budget for the fiscal year beginning August 1, 2022; and

WHEREAS, the City has complied with the requirement of the City Code providing for the introduction and approval of the budget, public advertising, and public hearing; and

WHEREAS, the City has further complied with O.C.G.A. § 36-81-5 which contains requirements established by the General Assembly of Georgia for the adoption of budgets by local governments; and

WHEREAS, the City Council intends to operate the City as efficiently as possible and has drafted a budget intended to provide necessary services in the most cost efficient manner;

NOW, THEREFORE, BE IT ORDAINED by the City of Lumpkin, and it is hereby ordained by authority of same:

Section 1. The annual budget for the City of Lumpkin for the period beginning August 1, 2022, and ending July 31, 2023 a copy of which is attached hereto as Exhibit "A" is adopted.

Section 2. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SO ORDAINED this 26<sup>th</sup> day of July, 2022.

CITY OF LUMPKIN

By: James Babb  
Mayor, James Babb

(SEAL)

Attest: Anne Holloway  
Clerk, Anne Holloway

## PUBLIC NOTICE

Pursuant to O.C.G.A. § 36-81-5(e), the City of Lumpkin will hold a public hearing at City Hall, 552 MLK Jr. Drive, Lumpkin, Georgia, on July 5, 2022, at 6:00 p.m., at which time the City Council will hear from the public on the proposed budget for the fiscal year beginning August 1, 2022, and ending July 31, 2023. A copy of the budget is available for public review at Lumpkin City Hall.

Pursuant to O.C.G.A. § 36-81-6(a), adoption of the budget will be considered by the City Council at a public meeting to be held at City Hall on July 26, 2022, at 6:00 p.m.

**\*\*\*Note: This notice must be published as a display ad once during the week prior to the date the Council will consider the budget. The public hearing shall be held at least one week prior to the meeting at which the budget is to be adopted.\*\*\***