

LOWNDES COUNTY BOARD OF COMMISSIONERS PROPOSED AGENDA WORK SESSION, MONDAY, JUNE 26, 2023, 8:30 AM REGULAR SESSION, TUESDAY, JUNE 27, 2023, 5:30 PM 327 N. Ashley Street - 2nd Floor

- 1. Call To Order
- 2. Invocation
- 3. Pledge Of Allegiance To The Flag
- 4. Minutes For Approval
  - a. Work Session June 12, 2023, Special Called Meeting June 12, 2023, Regular Session June 13, 2023, & Budget Public Hearing June 20, 2023 Recommended Action: Documents:
- 5. Fire Officer of the Year & Fire Fighter of the Year Recognition (Work Session)

# 6. Appointments

- Lowndes County Division of Family and Children Services Recommended Action: Board's Pleasure Documents:
- Valdosta-Lowndes Parks and Recreation Authority Recommended Action: Board's Pleasure Documents:
- valdosta Lowndes County Construction Board of Adjustments and Appeals Recommended Action: Board's Pleasure Documents:

# 7. For Consideration

- Lowndes County Accountability Court Grant Approval and Cash Match Recommended Action: Approve Documents:
- Annual Contract Renewal with the State of Georgia Department of Corrections Recommended Action: Board's Pleasure Documents:
- Budget Plan for Hotel Motel Proceeds for Fiscal Year 2024 Recommended Action: Adopt Documents:
- d. Adoption of Fiscal Year 2024 Operating Budget

Recommended Action: Adopt Documents:

- e. Resolution Making Designations Required by OCGA 36-66-5.1(c) Recommended Action: Adopt Documents:
- 8. Reports County Manager
- 9. Citizens Wishing To Be Heard Please State Your Name and Address
- 10. Adjournment

SUBJECT: Lowndes County Division of Family and Children Services

DATE OF MEETING: June 27, 2023

Work Session/Regular Session

BUDGET IMPACT: FUNDING SOURCE:

- () Annual
- () Capital
- (X) N/A
- () SPLOST
- () TSPLOST

# COUNTY ACTION REQUESTED ON: Appointing/reappointing a member

HISTORY, FACTS AND ISSUES: The term of Mrs. Elsie Napier will expire June 30, 2023. Mrs. Napier has expressed a willingness to serve another term on the board.

OPTIONS: 1. Appoint/Reappoint a Member

2. Board's Pleasure

**RECOMMENDED ACTION: Board's Pleasure** 

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

CANDICE L. BROCE



BRIAN P. KEMP

May 10, 2023

Mr. Bill Slaughter, Chairman Lowndes County Commissioners PO Box 1349 Valdosta, GA 31603

Dear Mr. Slaughter:

This is to advise that the term of Elsie Napier, who is a member of the Lowndes County Department of Family and Children Services Board, expires on 6/30/2023. Mrs. Napier has expressed a willingness to serve another term; she has been an active member of our board since 1/26/2016 when she was appointed to finish out a term for a previous board member. Mrs. Napier's knowledge and support of the agency are a tremendous asset. She has been a dedicated member of the Board and is willing to continue to serve. I request that she be re-appointed for another five-year term.

If you choose to appoint Mrs. Napier to another term, please send me notification to the above address. If you choose not to reappoint Mrs. Napier, the law requires that the County Commission appoint a successor. DHS supports consideration of a representation from a cross section of the local community. This can serve to strengthen the impact of the public assistance and social services to residents of our county.

If I can be of any help, please do not hesitate to contact me.

Sincerely,

Gail Finley, County Director

SUBJECT: Valdosta-Lowndes Parks and Recreation Authority

DATE OF MEETING: June 27, 2023

Work Session/Regular Session

BUDGET IMPACT: FUNDING SOURCE:

- () Annual
- () Capital
- (X) N/A
- () SPLOST
- () TSPLOST

# COUNTY ACTION REQUESTED ON: Appointing/reappointing a member

HISTORY, FACTS AND ISSUES: Mrs. Suzan Garnett's term will expire June 30, 2023. Mrs. Garnett has expressed an interest in serving on the board for another term.

OPTIONS: 1. Appoint/Reappoint a Member

2. Board's Pleasure

**RECOMMENDED ACTION: Board's Pleasure** 

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

#### Print

#### Lowndes County Board/Agency Appointee Information Sheet - Submission #137

#### Date Submitted: 6/21/2023

Date:	Board/Agency Applying	For:	
6/21/2023	VLPRA		
Last Name		First Name	
Garnett		Suzan	
		//	//

City/State/Zip	
31601	
-	

#### **Phone Number**

**Email Address** 

ľ	

### Occupation

Real Estate Investments/Community Volunteer

#### **Professional Experience**

I have served in many different capacities on various boards, throughout Valdosta and Lowndes County. I have held a position on the VLPRA board since 2013 and look forward to serving one more term, in an effort to see several projects through completion.

#### Knowledge & Skills

See above

What knowledge or skills do you possess that would contribute to the Board/Agency to which you are requesting to be appointed?

#### Please list the Board/Agency that you have been or are currently a member of:

VLPRA SGMC Foundation Board CAC of Lowndes County Tennis Valdosta Community Tennis Association Kinderlou HOA

# Extra Activities & Community Organizations

Please list any extracurricular activities and/or community organizations you are affiliated with.

SUBJECT: Valdosta Lowndes County Construction Board of Adjustments and Appeals

DATE OF MEETING: June 27, 2023

Work Session/Regular Session

# BUDGET IMPACT:

FUNDING SOURCE:

- () Annual
- () Capital
- (X) N/A
- () SPLOST
- () TSPLOST

# COUNTY ACTION REQUESTED ON: Appointing/reappointing a member

HISTORY, FACTS AND ISSUES: The term of Tripp Howell will expire June 30, 2023. Mr. Howell has expressed an interest in being reappointed to the board.

OPTIONS: 1. Appoint/Reappoint a Member 2. Board's Pleasure

**RECOMMENDED ACTION: Board's Pleasure** 

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

SUBJECT: Lowndes County Accountability Court Grant Approval and Cash Match

DATE OF MEETING: June 27, 2023

Work Session/Regular Session

BUDGET IMPACT: \$25,139.00 FUNDING SOURCE:

- () Annual
- () Capital
- (X) N/A
- () SPLOST
- () TSPLOST

# COUNTY ACTION REQUESTED ON: Acceptance of FY 24 Grant Award for L.C.A.C.

HISTORY, FACTS AND ISSUES: On behalf of the Lowndes County Accountability Court (LCAC) team, and Judge Gregory A. Voyles, I would like to thank the Board for all the support you have given us over the years.

LCAC is funded through a reimbursable State Grant. To receive funding through said grant, LCAC must secure a cash match from Lowndes County. This year's cash match amount is \$25,139.00 (FY 24 budget detail attached).

All other monies expended by the Board of Commissioners on the Court's behalf are fully reimbursable and said payments are received by the County each quarter.

OPTIONS: 1. Approval of continued funding and cash match, as requested above. 2. Board's Pleasure

**RECOMMENDED ACTION: Approve** 

DEPARTMENT: Accountability Court

DEPARTMENT HEAD: Jennifer Fabbri

# LOWNDES COUNTY FY 24 ACCOUNTABILITY COURT

# **CURRENT DATA**









ACTIVE **PARTICIPANTS**  **GRADUATES SINCE 2016** 

PROJECTED **CENSUS FY24** 

# **FY24 BUDGET**

Category	
COORDINATOR SALARY	\$40,304.00
COUNTY MATCH	\$20,544.78
TOTAL SALARY	\$60,848.78
IN STATE TRAINING TRAVEL	
COORDINATOR TRAVEL	\$0.00
CONFERENCE - 8 PEOPLE	\$3,035.00
TOTAL TRAVEL	\$3,035.00
DRUG TESTING	\$9,837.07
COUNTY MATCH	
DRUG TESTING TOTAL	\$4,594.22
	\$14,431.29
RECONNECT SERVICES	\$6,000.00
Case Manager - Contractor	\$33,705.00
COUNTY MATCH	\$0.00
TOTAL SALARY	\$33,705.00
SURVEILLANCE OFFICER - Contractor	\$12,000.00
TREATMENT PROVIDER - Contractor	\$79,470.00
TOTAL OTHER	\$91,470.00
STATE GRANT	6104 251 07
	\$184,351.07
COUNTY MATCH REQUIRMENT - 12%	\$25,139.00
TOTAL	\$209,490.07

# TOTAL CASH MATCH \$25,139

DAILY COST TO HOUSE SOMEONE IN LCJ **\$80** 

# **PROJECTED SAVINGS**

10 people X \$80/day X 365 days = \$292,000/year





- LCAC CONTINUES TO BE RECOGNIZED AS A FULLY CERTIFIED **COURT BY THE COUNCIL OF ACCT COURT JUDGES**
- **PROGRAM DIRECTOR, JENNIFER FABBRI NAMED STAR COORDINATOR FOR THE STATE OF GEORGIA FOR 2023**



#### OFFICE OF THE GOVERNOR CRIMINAL JUSTICE COORDINATING COUNCIL

#### State of Georgia

#### SUBGRANT AWARD

SUBGRANTEE: Lowndes County Board of Commissioners

IMPLEMENTING	FEDERAL FUNDS:		
AGENCY: Lowndes County Board of Commissioners	MATCHING FUNDS:	\$	25,139
PROJECT NAME: Adult Felony Drug Courts	TOTAL FUNDS:	\$	209,490
SUBGRANT NUMBER:	GRANT PERIOD:	07/	01/23-06/30/24

This award is made under the Council of Accountability Courts Judges State of Georgia grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.

This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by June 30, 2023.

AGENCY APPROVAL

#### SUBGRANTEE APPROVAL

by that

Jay Neal, Director Criminal Justice Coordinating Council

Date Executed: 07/01/23

Signature of Authorized Official Date

BILL SLAUGHTER, LOWNDES CO BOC CHAIR

Typed Name & Title of Authorized Official

Employer Tax Identification Number (EIN)

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	01	1	07/01/23	9		**	
OVERRIDE	ORGAN	CLASS	PROJECT		VENDO	DR CODE	
2	46	4		01			
ITEM CODE DESCRIPTION 25 CHARACTERS EXPENSE ACCT AMOUNT				AMOUNT			
TIEM CODE	DESCRIPT	FIION 25 CHARACIERS			EXTENSE ACC	±	AMOONI
1	Adult Fel	ony Drug	Drug Courts		624.41	\$	184,351

Ms. Shameeka Hill, Grants Specialist Accountability Courts/Grants Department Criminal Justice Coordinating Council 104 Marietta Street, Suite 440 Atlanta, GA 30303-2743

RE: Subgrant # J24-8-033 - Designation of Signing Authority

Dear Ms. Hill:

Please let this letter serve as formal notice that Stephanie Black, Finance Director for Lowndes County, does hereby have authorization to sign any and all documents with regards to Subgrant # J24-8-033, on behalf of myself and the Lowndes County Board of Commissioners.

Thank you.

Yours Truly,

Bill Slaughter, Chairman Lowndes County Board of Commissioners

cc: Jennifer S. Fabbri, Coordinator Stephanie Black, Finance Director

SUBJECT: Annual Contract Renewal with the State of Georgia Department of Corrections

DATE OF MEETING: June 27, 2023

BUDGET IMPACT: \$147,954.00 FUNDING SOURCE:

- (X) Annual
- () Capital
- () N/A
- () SPLOST
- () TSPLOST

Work Session/Regular Session

COUNTY ACTION REQUESTED ON: Annual Contract Renewal for three (3) Work Details with the Georgia Department of Corrections

HISTORY, FACTS AND ISSUES: The annual contract for three (3) work details with the Department of Corrections is due for renewal. One (1) detail is assigned to the Engineering Department to meet state requirements for storm water and two (2) details are assigned to the Public Works Department to clean county-owned drainage easements.

**RECOMMENDED ACTION: Board's Pleasure** 

DEPARTMENT: Public Works DEPARTMENT HEAD: Robin Cumbus

OPTIONS: 1. Approve the contract renewal and authorize the Chairman to execute the contract. 2. Board's Pleasure

# WORK DETAIL AGREEMENT BY AND BETWEEN GEORGIA DEPARTMENT OF CORRECTIONS AND LOWNDES COUNTY BOARD OF COMMISSIONERS

THIS AGREEMENT is entered into this 1st day of July, 2023, by and between GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as "Department"), and Lowndes County Board of Commissioners, a department, authority, agency or political subdivision of the State of Georgia ("Governmental Entity").

#### WITNESSETH:

WHEREAS, Department desires to obtain appropriate work for offenders incarcerated at its Valdosta State Prison (hereafter "Offenders" and "Facility"); and

WHEREAS, Governmental Entity desires to obtain the services of Offender work crews on public works projects in accordance with O.C.G.A. §42-5-60(e).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

- 1. <u>Term of Agreement</u>. The term of this Agreement shall be from July 1, 2023 through 11:59 p.m. on June 30, 2024("Term"). The parties may, by mutual agreement in writing, extend the Agreement for additional time periods.
- Scope of Services. The Governmental Entity agrees to perform fully and faithfully the services described in Exhibit "A," attached hereto and incorporated by reference herein (the "Services"). No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the parties in the manner provided for herein.
- 3. Prohibited Contact and Dealings with Offenders.
  - A. Governmental Entity will take all reasonable steps to ensure that its officials, employees, students, and agents refrain from any personal dealings with the Offenders working under this Agreement. Such prohibited conduct includes, but is not limited to, giving, receiving, selling, buying, trading, bartering, or exchanging anything of value with Offenders.
  - B. Governmental Entity will take all reasonable steps to ensure that Offenders working under this agreement will have no contact with any unauthorized civilians.
  - C. In the event that Governmental Entity is a school or school system, Governmental Entity will take all reasonable steps to ensure that Offenders working under this Agreement will have no contact with any student of Governmental Entity's school system.
  - D. Governmental Entity will take all reasonable steps to ensure that no gun or other weapon, intoxicating liquor, any drug of any type, any cellular telephone or communications device of any type, or contraband item specified by Department, is made available by its officials, employees, students, and agents to any Offender working under this Agreement on any property under Governmental Entity's control.

- 4. <u>Workplace Safety</u>. Governmental Entity agrees to provide a safe workplace for Offender work details in accordance with State law. Governmental Entity shall be responsible for the coordination between Offender work details and other workers in the workplace. Department shall be responsible for the custody of Offenders at all times, including security, meals, and medical care. Department and Governmental Entity agree to comply with applicable laws, rules, regulations and orders of Federal, State and Local governments in the performance of the Work.
- 5. <u>Termination for Convenience</u>. This Agreement may be terminated by either party upon seven (7) days' written notice. The seven (7) days will commence with the receipt of the notice by the non-canceling party.
- 6. <u>Notices</u>. Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto 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 Agreement.

If to Governmental Entity:	Lowndes County Board of Commissioners Attn: Robin Cumbus P.O. Box 1349 Valdosta, GA 31603 rcumbus@lowndescounty.com
If to Department:	Jennifer Ammons General Counsel Georgia Department of Corrections State Office South, Gibson Hall, 3 <sup>rd</sup> Floor P.O. Box 1529 Forsyth, GA 31029
With a copy to:	Valdosta State Prison Attn: Pamela Tillman P.O. Box 310 3259 Val Tech Road Valdosta, GA 31063 pamela.tillman@gdc.ga.gov

- 7. <u>Sole Benefit</u>. Department and Governmental Entity enter into this Agreement for their sole benefit. Department and Governmental Entity do not intend to give any rights pursuant to this Agreement to any other parties that are not signatories to this Agreement. These other parties include, but are not limited to, any Offender(s) who participates in the work detail(s) outlined in this Agreement. Department and Governmental Entity do not intend for such Offender(s) or other parties that are not signatories to this Agreement.
- 8. <u>Amendment</u>. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.
- 9. <u>Governing Law</u>. This Agreement is executed in the State of Georgia, and all matters pertaining to

the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia. Any lawsuit or other action brought against the Department and the State based upon or arising from the Contract shall be brought in the Superior Court of Fulton County Georgia.

- 10. <u>Drug Free Workplace.</u> Governmental Entity will provide a drug-free workplace for the Offenders who are working under this Agreement.
- 11. <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.
- 12. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GOVERNMENTAL ENTITY:
By:
Print Name:
Title:
Date:

Date:

### EXHIBIT A SCOPE OF SERVICES Governmental Entity Provides Vehicle

The Parties hereby agree to the following:

- A. Delivery of Services: Department agrees to provide Governmental Entity with three (3) Offender work details. Each work detail provided will have a maximum of ten (10) Offenders ("Work Detail") as well as one (1) full-time correctional officer ("Correctional Officer"). The Work Detail will perform labor on public works projects described in an attachment hereto or as communicated to Department from time to time in the manner provided herein (the "Work"). Department shall have the right and responsibility to control the time and manner of executing the Work through the Correctional Officer that is assigned to supervise Work Detail. For purposes of this paragraph, the Correctional Officer shall be acting as an agent of Governmental Entity. Governmental Entity shall also have the right and responsibility to direct the Correctional Officer concerning the Work. Governmental Entity acknowledges and agrees that the Work shall not include Offender labor that benefits private persons or corporations. The Department's delivery of services may, at the sole discretion of the Department, be suspended due to the unavailability of offenders, offender or officer illness, or any other cause. In the event the Department suspends the delivery of services, the Governmental Entity will not be charged for the time of suspension.
- B. Vehicles, Equipment and Supplies. Governmental Entity agrees to supply vehicles suitable for transporting Work Detail to and from the location or locations of the Work. Governmental Entity agrees that the vehicle(s) supplied shall be caged and equipped for transporting offenders in a secured manner to and from the location or locations of the Work. The Correctional Officer shall be responsible for transporting the Work Detail to and from the location or locations of the Work in the vehicles provided by Governmental Entity. In performing such transportation services, Correctional Officer shall be acting as an agent for Governmental Entity. Government Entity is responsible for ensuring that each vehicle used for transporting Work Details is equipped with a mobile radio which complies with federal law, specifically Federal Communications Commission ("FCC") Order 04-292. The mobile radio equipment will be high power, with appropriate antennae for maximum output and range of coverage. On December 20, 2004, the Federal Communications Commission (FCC) issued Order No. 04-292, which requires all state and local law enforcement agencies using below 512-megahertz mobile radio equipment to begin using 12.5 kilohertz Narrowband Mobile Communications radios by January 1, 2013. Governmental Entity further agrees to obtain an appropriate automobile liability insurance policy which will provide insurance coverage for the correctional officer's use and operation of the vehicle discussed in this paragraph. Governmental Entity agrees to provide Department with appropriate proof of automobile liability insurance for said vehicle within thirty (30) days of the commencement of this Agreement. Governmental Entity shall also supply all necessary tools, equipment and supplies for the performance of the Work, including all safety gear and any necessary protective clothing. Small quantities of gasoline shall be dispensed, stored and carried only in containers approved for this purpose by the National Fire Protection Association. Governmental Entity agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereunder.
- C. <u>Compensation</u>. Governmental Entity agrees to pay Department the sum of One Hundred Forty-Seven Thousand Nine Hundred Fifty-Nine Dollars (\$147,954.00)) per year for the Term of this Agreement. Governmental Entity acknowledges that the foregoing sum is commensurate with labor supplied, salary, and benefits for Correctional Officer assigned to the Work Detail. This

amount does not include overtime provided by Correctional Officer in performing the Work. Governmental Entity expressly agrees to pay Department for any overtime provided by Correctional Officer at an overtime rate of one and one half (11/2) times Correctional Officer's hourly rate. Work Detail will be provided four (4) days per week for the Term of this Agreement, with the exception of state and federal holidays and up to fifteen (15) additional days due to annual leave, sick leave, mandatory training days for the correctional officer, periods of inclement weather, and facility emergencies, such as offender disturbances and medical quarantine (collectively "Off Days"). Days in which the Governor closes State Offices or substantially delays State Offices' opening (Governor Days) in the county in which the Work Detail is to perform or is in which Offenders are housed, are excluded from "Off Days", and shall not count against the Department as an "Off Day". For each day in excess of the Off Days, excluding "Governor Days" that the Work Detail is not provided during the Term, compensation due to Department shall be reduced by Two Hundred Thirty-Seven Dollars and Ten Cents (\$237.10) per detail. Where possible, Department will give advance notice to Governmental Entity of Off Days and will provide Governmental Entity with an explanation of the reason for any Off Days on Department's monthly invoice, which invoice is due and payable Thirty (30) days from receipt by Governmental Entity. Any credits due Governmental Entity shall be noted by Department on this invoice. Work Detail will be provided for ten (10) hours per day, including time for transportation and supervision of Work Detail exiting and re-entering Facility.

Brian P. Kemp Governor

# **GEORGIA DEPARTMENT OF CORRECTIONS**

COMMISSIONER'S OFFICE 7 MARTIN LUTHER KING, JR. DRIVE, S.W. SUITE 543 ATLANTA, GEORGIA 30334-4900 PHONE 478-992-5253 FAX 478-992-5259



Tyrone Oliver Commissioner

May 5, 2023

# Via Email Only

Lowndes County Board of Commissioners Attn: Robin Cumbus P.O. Box 1349 Valdosta, GA 31603 rcumbus@lowndescounty.com

# RE: WORK DETAIL AGREEMENTS

To Whom It May Concern:

Please find enclosed a copy of the work detail agreement for your signature. Please review the enclosed agreement for accuracy. Once you have signed the document, you should send the original electronically, pdf format, to the facility contact's email as described in your agreement (Notice Section) no later than June 1st. Should you decide that you will not be using a work detail for this fiscal year, please notify the department at the following email address <u>charles.hodges@gdc.ga.gov.</u> Please state NO DETAIL NEEDED in the subject line as well as the name of your entity and the GDC facility which provides your detail(s).

As a Department, we are moving towards electronic contract records. As a result, we are asking that you accept your fully executed contract in electronic format. Please supply the email address you wish to have the fully executed contract sent to when you forward the signed contract to your respective facility. Make certain that you type this information and check it for accuracy versus handwriting this information. In the event you need an original paper copy of the agreement, please advise the facility of the same in writing. Again, we are moving towards electronic contract records and as a result responding to paper request may result in a delay to your fully executed agreement being received in an expeditious manner.

Very Truly, Charles Hodges Attorney III, Contracts

Enclosure:

SUBJECT: Budget Plan for Hotel Motel Proceeds for Fiscal Year 2024

DATE OF MEETING: June 27, 2023

Work Session/Regular Session

BUDGET IMPACT: FUNDING SOURCE:

# COUNTY ACTION REQUESTED ON: Budget Plan for Hotel Motel Proceeds for Fiscal Year 2024

HISTORY, FACTS AND ISSUES: Georgia statute requires the Board of Commissioners to adopt prior to each fiscal year a County Budget Plan for the use of hotel/motel tax proceeds for the upcoming fiscal year.

The same statute also requires the Board of Commissioners to obtain from the Conference Center and Tourism Authority a Budget Plan for the Authority's use of hotel/motel proceeds provided to the Authority to promote tourism, conventions and trade shows. This Authority Budget Plan must be made a part of the County Budget Plan.

A proposed County FY 2024 Budget Plan is attached as well as a copy of the Authority Budget Plan which is scheduled to be adopted by the Authority Board on June 27, 2023.

OPTIONS: 1. Adopt the Budget Plan and Authorize the Chairman to sign.

2. Board's Pleasure

**RECOMMENDED ACTION: Adopt** 

DEPARTMENT: Finance DEPARTMENT HEAD: Stephanie Black

# FISCAL YEAR 2024 BUDGET PLAN OF LOWNDES COUNTY SPECIFYING EXPENDITURES OF HOTEL/MOTEL TAX PROCEEDS

Pursuant to and in accordance with OCGA § 48-13-51 (e) (2), the Board of Commissioners of Lowndes County adopts this budget plan specifying how the proceeds of hotel/motel taxes received during Lowndes County's fiscal year 2024 are to be expended.

Budgeted Proceeds......\$700,000.00

**Budgeted Expenditures** 

Transfer to Lowndes County's Special Services Fund from	
which the County funds (i) services the County provides	
primarily for the benefit of the unincorporated area and	
(ii) the County's share of funding of services the County	
and one or more municipalities jointly fund\$3	00,000.00

Transfer to Valdosta-Lowndes County Conference Center and Tourism Authority to promote tourism, convention, and trade shows in accordance with the FY 2023 Budget Plan of said Authority for same which is made a part of this Budget Plan .....\$300,000.00

Transfer to Valdosta-Lowndes County Parks and Recreation Authority for capital costs and operating expenses of parks and recreation facilities owned and operated by said Authority ......\$100,000.00

Total Budgeted Expenditures.....\$700,000.00

Adopted June 27, 2023

Lowndes County Board of Commissioners

By:\_\_\_\_\_

Bill Slaughter, Chairman

Attest:\_\_\_\_

Belinda Lovern, County Clerk

# James H Rainwater Conference Center Valdosta Lowndes County Conference Center & Tourism Authority 1 Meeting Place, Valdosta, GA 31601 229-245-0513

FY'24 budget plan for expenditures of Lowndes County lodging tax proceeds for: Tourism, Conventions or Tradeshows

	Amount
Marketing	\$195,530
Group Sales/Tradeshows	\$15,335
Travel	\$8,481
Full Time Salaries	\$54,001
Full Time Benefits	\$13,043
Legal and Accounting fees	\$9,110
Payroll Taxes	\$4,500

As of today, this budget has not been approved by the full board, they have seen the breakdown as of the last board meeting and have had no questions on this budget. The final approval will take place on our board meeting on 06/27/2023. However, we do not expect to have any changes to this budget or breakdown.

David J. DiSalvo Executive Director Valdosta-Lowndes County Conference Center and Tourism Authority

SUBJECT: Adoption of Fiscal Year 2024 Operating Budget

DATE OF MEETING: June 27, 2023

Work Session/Regular Session

BUDGET IMPACT: FUNDING SOURCE:

# COUNTY ACTION REQUESTED ON: Adoption of Fiscal Year 2024 Operating Budget

HISTORY, FACTS AND ISSUES: Following the public hearing held on June 20, 2023, the Fiscal Year 2023-2024 budget is hereby submitted for adoption by the Board of Commissioners. This budget will become effective July 1, 2023.

OPTIONS: 1. Adopt the Budget as presented.

RECOMMENDED ACTION: Adopt

DEPARTMENT: Finance DEPARTMENT HEAD: Stephanie Black

# A RESOLUTION ADOPTING THE FISCAL YEAR 2024 OPERATING BUDGET FOR THE LOWNDES COUNTY BOARD OF COMMISSIONERS

WHEREAS, O.C.G.A. 36-81-6 requires the adoption of a resolution for the appropriation of funds in a fiscal year; and

WHEREAS, the provisions of O.C.G.A. 36-81-5 have been complied with;

NOW, THEREFORE, BE IT RESOLVED, by the Lowndes County Board of Commissioners, acting in its capacity as the governing authority of Lowndes County that the 2023-2024 Operating Budget for Lowndes County is as follows:

REVENUES		EXPENDITURES	
Taxes	57,964,000	General government	13,317,140
Licenses and permits	10,000	Judicial	8,043,435
Intergovernmental	636,750	Public safety	26,848,012
Charges for Services	4,380,400	Public works	9,550,783
Fines and forfeitures	2,675,000	Health and welfare	809,109
Miscellaneous	817,500	Culture and recreation	5,460,902
Transfers In	1,085,000	Housing and development	3,517,000
	986,955	Transfers Out	1,009,224
TOTAL REVENUE	\$68,555,605	TOTAL EXPENDITURE	\$68,555,605

Chairman – Lowndes County Board of Commissioners

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

# A RESOLUTION ADOPTING THE FISCAL YEAR 2024 BUDGET FOR ALL FUNDS OTHER THAN THE OPEARTING FUND FOR THE LOWNDES COUNTY BOARD OF COMMISSIONERS

WHEREAS, O.C.G.A. 36-81-6 requires the adoption of a resolution for the appropriation of funds in a fiscal year; and

WHEREAS, the provisions of O.C.G.A. 36-81-5 have been complied with;

NOW, THEREFORE, BE IT RESOLVED, by the Lowndes County Board of Commissioners, acting in its capacity as the governing authority of Lowndes County that the 2023-2024 budget for funds other than the Operating Fund for Lowndes County is as follows:

FUND	REVENUES	EXPENDITURES
Commissary Fund	1,610,000	1,580,944
Law Library Fund	100,000	100,000
Accommodation Excise Tax Fund	700,000	700,000
Intergovernmental Grant Fund	1,324,957	1,324,957
Jail Operations Fund	312,000	304,645
Drug Abuse Treatment Fund	127,500	111,026
Emergency Communications Fund	4,088,667	4,088,667
Victim/Witness Fund	198,750	240,456
Special Services Fund	2,640,000	2,394,778
Fire Services Fund	8,071,000	8,023,636
SPLOST VIII Fund	29,000,000	29,000,000
TSPLOST Fund	4,500,000	4,500,000
Public Roads – LMIG Fund	1,200,000	1,200,000
Water & Sewer Fund	9,525,000	9,525,000
Landfill Fund	850,000	568,612
Tax Lighting District Fund	458,000	423,900
Inspections & Permitting	815,000	811,491
Quiet Pines Golf Course	479,000	938,955
Equipment Maintenance Fund	3,392,450	3,331,521
Health Insurance Fund	8,206,000	8,264,310
Workers Compensation Fund	446,836	442,000
Technology Fleet Fund	973,850	933,750
Total	\$79,019,010	\$78,808,648

Chairman - Lowndes County Board of Commissioners

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

SUBJECT: Resolution Making Designations Required by OCGA 36-66-5.1(c)

DATE OF MEETING: June 27, 2023

Work Session/Regular Session

BUDGET IMPACT: N/A FUNDING SOURCE:

- () Annual
- () Capital
- (X) N/A
- () SPLOST
- () TSPLOST

# COUNTY ACTION REQUESTED ON: Resolution Making Designations Required by OCGA 36-66-5.1(c)

HISTORY, FACTS AND ISSUES: Changes in State Law regarding appeals of certain land use decisions take effect on July 1, 2023. Staff plans to address these new requirements in the July 11th meeting as part of the ULDC Text amendments. The attached resolution serves as a stop gap between July 1 and July 11, allowing us to meet the requirements of the State Law, until they can be adopted as part of the larger text amendments.

Specifically, in 2022, the Georgia General Assembly passed legislation that amends the zoning procedures law by clarifying the process for challenging and appealing certain land use decisions, and codifying the appeals process that existed prior to 2017. The legislation also requires local governments to designate a local government employee to receive notice of such appeals in a location that is open at normal business hours and located within the county. The attached resolution designates those person(s) as required by OCGA 36-66-5.1.

The attached resolution has been drafted by the County Attorney's office to help address the specific applicable requirements.

OPTIONS: 1) Adopt the resolution making designations required by OCGA. 2) Redirect

**RECOMMENDED ACTION: Adopt** 

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

### <u>A Resolution</u> <u>Making Designations Required by OCGA § 36-66-5.1(c)</u>

WHEREAS, OCGA § 36-66-5.1(c) was enacted effective July 1, 2022, to provide:

To ensure that the citizens of this state are not unnecessarily burdened by the review process as mechanism of appeal, local governments shall designate by ordinance or resolution:

(1) The officer of the quasi-judicial board or agency who shall have authority, without additional board or agency action, to approve or issue any form or certificate necessary to perfect the petition described in Title 5 [of the Official Code of Georgia Annotated] for review of lower judiciary bodies and upon whom service of such petition may be effected or accepted on behalf of the lower judicatory board or agency, during normal business hours, at the regular offices of the local government; and

(2) The elected official or his or designee who shall have authority to accept service and upon whom service of an appeal of a quasi-judicial decision may be effected or accepted on behalf of the local governing authority, during normal business hours, at the regular offices of the local government.

NOW THEREFORE, for the purpose of making the designations required by OCGA § 36-66-5.1(c), the Board of Commissioners of Lowndes County does hereby resolve as follows.

1. The officer of each quasi-judicial board or agency who shall have authority, without additional board or agency action, to approve or issue any form or certificate necessary to perfect the petition described in Title 5 of the Official Code of Georgia Annotated for review of lower judiciary bodies and upon whom service of such petition may be effected or accepted on behalf of the lower judicatory board or agency, during normal business hours, at the regular offices of the local government, shall be the chairman of such quasi-judicial board or agency.

2. The elected official or his or her designee who shall have authority to accept service and upon whom service of an appeal of a quasi-judicial decision may be effected or accepted on behalf of the Board of Commissioners, during normal business hours, at the regular offices of the local government, shall be the chairman of the Board of Commissioners.

3. Any Ordinance or Resolution of the Board of Commissioners, or any portion thereof, in conflict with this Resolution is hereby repealed.

4. This Resolution shall take effect immediately.

SO RESOLVED, this 27<sup>th</sup> day of June, 2023.

Board of Commissioners of Lowndes County

By: \_\_\_\_\_

Bill Slaughter Chairman

Attest:

Belinda C. Lovern Clerk