

**TOWN OF TALLULAH FALLS
STATE OF GEORGIA
REGULAR COUNCIL MEETING
TOWN HALL, 255 MAIN STREET, TALLULAH FALLS, GA
DECEMBER 5, 2019, 7:00 PM**

AGENDA

- I. Call to Order, Invocation, Welcome
- II. Approval of the Agenda (O.C.G.A. § 50-14-1(e)(1))
- III. Approval of the Minutes (O.C.G.A. § 50-14-1(e)(2))
 - A. Council Meeting November 7, 2019
- IV. Reports from Departments, Committees and Authorities
 - A. Attorney Report
 - Frye Park Land Trust
 - Approval to do title search for Lots 11 and 12 for the Town
 - Southern Light, LLC Municipal Telecommunications ROW Registration
 - Approval for Attorney's response
 - B. Water Report
 - C. Public Safety
 - Police Report
 - Fire Report
 - D. Street Report
 - E. Town Clerk/Financial Report
 - GovDeal Auctions - 2012 Silverado and 1997 Dodge Ram 3500
 - Approval of sale, subject to the terms listed in the auction.
 - F. Comprehensive Planning Update – Draft under review by DCA
 - G. DDA Report
 - H. Mayor's Comments
- V. Public Hearing
 - Camping Ordinance (legal notice advertised 11-14-19)
- VI. Unfinished Business
 - A. Camping Ordinance
- VII. New Business

- A. Acceptance of CDBG Immediate Threat and Danger Grant \$28,845
 - B. Approval of CDBG-ITAD Language Access Plan (LAP)
 - C. Off-duty Police Employment Policy
 - D. Purchase of Snowplow for F-150 (see Fire Dept. report and recommendation)
- VIII. Executive Session (if necessary)
 - IX. Public Comment
 - X. Adjournment

**TOWN OF TALLULAH FALLS
STATE OF GEORGIA
REGULAR COUNCIL MEETING
November 7, 2019, 7:00 p.m.
MINUTES**

The meeting for November 7, 2019 of the City Council of Tallulah Falls, Georgia was called to order at 7:00 p.m. by Mayor Teri Dobbs.

PRESENT WERE: Mayor Teri Dobbs
Councilperson Deb Goatcher
Councilperson Mary Beth Hughes
Town Clerk Linda Lapeyrouse
Police Chief Tonya Elrod
Fire Chief Mike Early

PRESENT VIA TELECONFERENCE: Town Attorney Warren Tillery

ABSENT WERE: Councilperson Larry Hamilton

OTHERS PRESENT: See attached sign-in list

Mayor Dobbs welcomed everyone to the meeting. Reverend Turpen gave the invocation.

Councilperson Hamilton is unable to be at the meeting and is at the hospital to be with his brother Billy who is not well. Mayor Dobbs asked that the Hamiltons be lifted up in prayer.

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

A motion was made by Councilperson Nelms to approve the minutes of the October 3 Work Session and Regular Meeting. The motion was seconded by Councilperson Hughes and unanimously approved.

REPORTS:

Attorney Report – None.

Engineering Report – None.

Water Report – Attached hereto and made a part hereof. Mayor Dobbs reported that a contractor was paid a year ago to do work, and what was reported to EPD was not what was found to be in the ground. The findings are included in the report from EMS, Inc. Also, an additional update from EMS is included for the repairs to the Hickory Nut Mountain Booster.

Public Safety Report – Attached hereto and made a part hereof.

Chief Elrod requested approval for new part-time officers.

A motion was made by Councilperson Hughes to approve the part-time officer list provided by Chief Elrod. The motion was seconded by Councilperson Nelms and unanimously approved.

Mayor Dobbs thanked the Fire Department for the recent maintenance done on the fire hydrants and directed Chief Early to coordinate with EMS, Inc. when doing any hydrant flushing in the future.

Street Report- Town Clerk Lapeyrouse reported that the LMIG grant has been received and rolled up with the 2019 LMIG. Timing of the project will probably have to wait until Spring when the asphalt plant opens for the season.

Town Clerk/Financial Report – Attached hereto and made a part hereof.

There was discussion of the metal building, location of septic lines and driveway access. The building will not be ordered until these issues have been totally resolved.

Comprehensive Plan – The draft comprehensive plan has been submitted to DCA for review. Once their comments have been received, it will come back to us for final changes and approval. GMRC was given the map changes and text edits discussed and e-mailed to the Council. Mayor Dobbs thanked Keith Nelms, Ann Irvin and David Hart for agreeing to represent Tallulah Falls in the meetings to update the plan.

DDA Report- Councilperson Hughes reported at the last DDA meeting, Keith Nelms updated the members on funding options. Bill Turk is consulting with Patrick Fulbright from the Small Business Development Center of UGA on the use and projections for the buildings. They should hear more about from the SBDC at the next meeting. Bill Turk's contract was also extended at no cost. The Council will decide in January on the DDA appointment changes. Councilperson Hughes can no longer be the appointee from the Council but could switch positions with Joey Fountain.

Mayor Report- Mayor Dobbs reported that Windstream has been in town. If you are on Main Street, you should have between 25 – 100 mg. Windstream will upgrade service to 25 mg for free in areas where it is available.

Mayor Dobbs further reported that a movie is being filmed in Rabun County that she, Keith Nelms, the Foxfire Boys and many other extras may appear in a concert scene filmed at the Rabun Arena.

There will be another SDS meeting scheduled in December.

Mayor Dobbs brought up the annual Christmas party. Typically, it is the first Friday in December. After some discussion of who would/would not be available, it was decided that the December 6th date should be kept since advertising is already out. This tradition started in approximately 1996/97.

Mayor Dobbs congratulated Mike Early on the election and thanked everyone for getting out to vote. She stated that it had been an honor to serve the community over the last two and a half years.

UNFINISHED BUSINESS:

Mayor Dobbs read the draft camping ordinance and recommendation from the Planning & Zoning Commission. The major discussion point was over camping on vacant lots. Enforcement would be handled the same as all other violations of the zoning code with possible penalties of not less than \$50 and not more than \$200 per day.

A motion was made by Councilperson Hughes to advertise the availability of the draft ordinance with the changes as recommended by the Planning & Zoning Commission and to set the public

hearing for December 5, 2019. The motion was seconded by Councilperson Goatcher. Councilperson Nelms stated that she was not comfortable with allowing camping on vacant land and stated there are not supposed to be any open fires above 2,000 feet in elevation. Councilperson Hughes stated that she was comfortable with allowing camping on vacant land and allowing Hickory Nut Mountain to enforce their own covenants and see what public comments are received at the public hearing. The motion passed 2/1 with Councilpersons Hughes and Goatcher voting in favor of presenting the ordinance with the proposed changes and advertising the public hearing. Councilperson Nelms voted against the motion.

NEW BUSINESS: None

EXECUTIVE SESSION: None

PUBLIC COMMENTS:

Mayor Dobbs thanked people for getting involved in their local government.

Keith Nelms questioned the amount of the two incidents where local contractors did not do the job correctly and it cost the Town. The sand filter cost the Town an additional \$9,271 and is now working well. To date, the Town has not received a bill for the second incident. Any bill for this work will require a meeting with the contractor.

Keith Nelms also asked if we have heard anything from Rabun County Sheriff's Department regarding the tampering of the water system? Chief Elrod has not reported hearing anything yet.

A motion was made by Councilperson Goatcher to adjourn the meeting. The motion was seconded by Councilperson Hughes and unanimously approved.

The meeting adjourned at 8:11 p.m.

Teri Dobbs, Mayor

Linda Lapeyrouse, Clerk



Douglas H. Flint
John F. Connolly
David L. Walker, Jr.
Michael P. Bain
Andrew T. Smith
Kristyn L. Long
Anthony Cammarata, Jr.
Logan Stone

of counsel:
Lawrence O. Anderson

November 18, 2019

City of Tallulah Falls
255 Main Street
Tallulah Falls, GA 30573

Via FedEx Delivery, Tracking No. 7770 1076 6840

Re: Frye Park Land Trust - Appointment of Trustee

Dear City of Tallulah Falls,

Please be advised that this firm represents Paul and Nina Sins regarding the real property located on River Street, Rabun County, Georgia that is owned by a trust (hereinafter the "Frye Park Land Trust" or "Trust"). Mr. Sins hopes to be appointed as trustee of this Trust so that it may be properly represented then ultimately terminated, as its purpose has become impossible and uneconomical. The following history and facts will explain the background and current situation of the Frye Park Land Trust and its relevance to you.

The parcel of land at issue here is shown as the "Park" on a Plat by M. Blanchard, dated September 10, 1912. A copy of said plat is enclosed herewith for your reference. In 1913, the Georgia Railway & Power Company and Mr. Fred W. Frye conveyed the Park property to Mr. Sins's great-grandmother, S.S. Frye, as Trustee, thereby creating the Frye Park Land Trust. This trust-creating deed was recorded in Deed Book Y, Pages 109-110 of the Rabun County Superior Court records. The trust instrument stated that the Park property was to be "held by said Trustee (S.S. Frye) for the benefit of all the holders of lots 1 to 18 inclusive of said plat, forever, to be used for park purposes and no other." Since you are currently the owner of two of the lots for which the trust corpus is held, you are a qualified beneficiary of the Frye Park Land Trust.

Unfortunately, the trust instrument did not name a successive trustee that would serve after Ms. Frye's death, nor did it include a method to appoint a trustee in the event of a vacancy. Therefore, since Ms. Frye's death in 1946 the Frye Park Land Trust has been without a trustee. Moreover, the trust instrument did not provide for continued funding of the trust. Thus, following Ms. Frye's death, the Frye Park Land Trust has existed without the resources to fulfill its intended use for "park purposes."

Upon Ms. Frye's death, her Last Will and Testament bequeathed all of her real property interests to her daughter Nell Frye Johnston and her grandson Donald Johnston, and subsequently through the years it became assumed that the Park was family land and was passed on to successive

generations of family members. Only in 1999 when the City of Tallulah Falls made a claim to the Park property did it come to light again that the Park is actually owned by the unrepresented Trust.

After the 1999 court case was resolved, my client's late mother Nell Johnston Sins began paying the property taxes for the Park and performing regular maintenance on the property. My clients took over caring for the property in 2015 after his mother passed away, thus they have paid to maintain the trust property and have paid the property taxes associated with the parcel since such time. However, my clients recognize that this situation is not sustainable nor legally advisable.

Because the parcel is held in trust for the benefit of named beneficiaries, only a duly appointed trustee has legal authority to manage the trust corpus. Mr. Sins would like to be appointed trustee by the qualified beneficiaries to gain legal authority over the Trust so that it may be properly administered and the best course of action can be determined for moving forward. Under Georgia law, the qualified beneficiaries of a trust may appoint a trustee if there is unanimous consent (O.C.G.A. § 53-12-201). However, if the beneficiaries are not unanimous in their decision, an interested person may petition the court for appointment. Mr. Sins hopes to prevent unnecessary judicial proceedings therefore we are reaching out to all of the qualified beneficiaries with the hopes that each will consent to his proposed appointment as trustee. I have enclosed a *Consent to Appointment of Trustee* form for you to complete and return to my office if you consent to Mr. Sins' proposed trusteeship.

Alternatively, if all of the beneficiaries do not consent, we will be filing the enclosed *Petition for Appointment of Trustee* with the Rabun County Superior Court. If such a filing is required all beneficiaries must be provided notice; accordingly, I have also enclosed an *Acknowledgment of Service and Assent* form that can be filed with said Petition so that formal service upon you would not be required by the Court. We ask that you review and complete both the *Consent to Appointment of Trustee* and *Acknowledgment of Service and Assent* forms in the presence of a notary public and return them to my office in the enclosed self-addressed stamped envelope within fourteen (14) days from the date of this letter. If you do not consent to Mr. Sins' proposal, we request the courtesy of a response stating as such within the same time frame so that we may proceed with filing the *Petition for Appointment of Trustee* expeditiously.

If you have any questions regarding this matter, please do not hesitate to contact our office by phone to (770)720-4411, in writing to the address above, or via email to klong@mfcwllp.com.

Very truly yours,

FLINT, CONNOLLY & WALKER, LLP

KLL, LCS, CJS
Attorney at Law

KLL/LCS/CJS
Enclosures

CONSENT TO APPOINTMENT OF TRUSTEE

On April 15, 1913, Georgia Railway & Power Company and Fred W. Frye conveyed unto Mrs. S.S. Frye as trustee a parcel of land (hereinafter "Frye Park Land Trust") to be "held by said Trustee for the benefit of all the holders of lots 1 to 18 inclusive of said plat, forever, to be used for park purposes and no other. But to have no interest in the fee in said lake, nor the land covered by said water."

The trust instrument did not name a person to succeed Mrs. S.S. Frye as trustee, nor did the instrument include a method of appointing a successor trustee. Trustee S.S. Frye died in 1946. Consequently, there has been a vacancy of a trustee in the Frye Park Land Trust since Ms. Frye's death.

O.C.G.A. § 53-12-201(d) provides that "[t]he qualified beneficiaries may appoint a trustee by unanimous consent."

The undersigned, being 18 years of age or older, laboring under no legal disability and being a qualified beneficiary of the Frye Park Land Trust, hereby consents to the appointment of Richard Paul Sins as Trustee of the Frye Park Land Trust.

Sworn to and subscribed before me this

____ day of _____, 20__

Signature of Beneficiary

NOTARY PUBLIC
My Commission Expires _____

Printed Name of Beneficiary

IN THE SUPERIOR COURT OF RABUN COUNTY

STATE OF GEORGIA

IN RE: FRYE PARK LAND TRUST

)
)
)
)

CIVIL ACTION FILE NO.

ACKNOWLEDGMENT OF SERVICE AND ASSENT TO PETITION FOR APPOINTMENT OF TRUSTEE

The undersigned, being 18 years of age or older, laboring under no legal disability and being a beneficiary of the Frye Park Land Trust, hereby acknowledges service of a copy of *Petition for Appointment of Trustee*, and notice, waives copies of same, waives further service and notice, and hereby assents to the appointment of Paul Richard Sins as Trustee.

Sworn to and subscribed before me this

___ day of _____, 20__

Signature of Beneficiary

NOTARY PUBLIC
My Commission Expires _____

Printed Name of Beneficiary

3.

The “Park” referenced in the trust instrument was to be “held by said Trustee for the benefit of all the holders of lots 1 to 18 inclusive of said plat, forever, to be used for park purposes and no other. But to have no interest in the fee in said lake, nor the land covered by said water.” The beneficiaries under said Trust are all holders of the lots designated as 1 to 18 on the Plat.

4.

The current beneficiaries of the Trust are the following lot holders:

- A. Lots 1-3 (Parcel: 101B058): Tony M. James, 6436 Cook Drive, Lithia Springs, GA 30122
- B. Lots 4-6 (Parcel: 101B059L): Craig Darren Weatherly, Lessee, P.O. Box 278, Tallulah Falls, GA 30573; Georgia Power Company, Owner/Lessor, 241 Ralph McGill Boulevard, Atlanta, GA 30308
- C. Lots 7-8 (Parcel: 101B060): Michele A Moore, P.O. Box 9, Tallulah Falls, GA 30573
- D. Lots 9-10 (Parcel: 101B061): Richard Paul Sins and Nina Sins, 526 Edgewater Drive, Holly Springs, GA 30115
- E. Lots 11-12 (Parcel: 101B065): City of Tallulah Falls, 255 Main Street, Tallulah Falls, GA 30573
- F. Lots 13-14 (Parcel: 101B063): Mary Beth Hughes, P.O. Box 22, Tallulah Falls, GA 30573
- G. Lots 15-18 (Parcel: 101B064): J & D Irvin Holdings LLC, P.O. Box 219, Tallulah Falls, GA 30573

5.

The trust instrument does not name a person to succeed S.S. Frye as trustee, nor does the instrument include a method of appointing a successor trustee.

6.

Trustee Sarah S. Frye (S.S. Frye) died testate in 1946. S.S. Frye's Last Will and Testament distributed "[a]ll the rest, residue and remainder of my estate, of every kind and description and wherever situated, whether real, personal or mixed property, which I may own or in which I may have an interest at the time of my death, I give and bequeath in two (2) equal parts, one share to my daughter, Nell Frye Johnston, the one share to my grandson, Donald Johnston" A copy of S.S. Frye's Last Will and Testament is attached hereto as Exhibit "C" and is incorporated herein by reference.

7.

S.S. Frye's Last Will and Testament does not include a provision regarding her trusteeship, nor the appointment of a new trustee following her death.

8.

There has been a vacancy of a trustee in the Trust since the death of S.S. Frye in 1946. There being a vacancy in the Trust, it is in the interest of said Trust that a trustee shall be appointed by this Honorable Court.

9.

In a previous declaratory judgment action before this Court, the Honorable Judge James E. Cornwell, Jr. found that the Trust was a charitable trust. See the Order entered on November 15, 2001 in the case styled as Donald F. Johnston and Nell Johnston Sins v. City of Tallulah Falls,

Case No. 99-CV-254-C, a copy of which is attached hereto as Exhibit “D” and is incorporated herein by reference.

10.

Pursuant to the November 15, 2001 Order, Petitioner’s current counsel consulted with the State of Georgia’s Attorney General’s Office in accordance with O.C.G.A. § 53-12-174. However, the Attorney General’s office concluded that the Trust is not a charitable trust as defined by O.C.G.A. § 53-12-170 and issued a letter stating their findings as such. A copy of said letter is attached hereto as Exhibit “E” and is incorporated herein by reference. In accordance with this opinion from the Office of the Attorney General, Petitioner proceeds herein regarding the Trust as a non-charitable trust.

11.

The Park property is presently known as Rabun County Tax Parcel ID No. 101B062. The Rabun County Tax Assessor’s office has the owners listed as Nell Johnston Sins and Donald F. Johnston, however, as shown herein, that is incorrect, and the true owner of the Park is the Trust.

12.

As set forth above, the Trust is currently unrepresented and provides no procedure for appointment of a successor trustee. It is in the best interest of the beneficiaries of the Trust for a trustee to be appointed.

COUNT I – PETITION FOR APPOINTMENT OF TRUSTEE

13.

Petitioner incorporates by reference and realleges the allegations of paragraphs 1 through 12 as though fully set forth herein.

14.

O.C.G.A. § 53-12-201(e) provides that “[i]n all other cases, the court, on petition of an interested person, may appoint any number of trustees consistent with the intention of the settlor and the interests of the beneficiaries.”

15.

Petitioner is the great-grandson of Trustee S.S. Frye. Petitioner is also the current owner of Lots 9 and 10, along with joint owner Nina Sins, Petitioner’s wife, and as such is a beneficiary of the Trust and an interested person of the Trust.

16.

Petitioner’s late mother maintained the Park and paid the property taxes for the Park from 2001 through her passing in 2015. Petitioner and his wife have maintained the Park and paid the property taxes for the Park from 2015 to the present.

17.

Therefore, Petitioner requests that this Court enter an order appointing him as the Trustee of the Trust pursuant to 53-12-201(e).

18.

The owners of Lots X, X, X have acknowledged service and consented to this Petition being granted. Their Acknowledgment and Consent forms are attached hereto as Exhibit X-X, respectively, and are incorporated herein by reference.

COUNT II – ATTORNEY’S FEES AND EXPENSES

19.

Petitioner incorporates by reference and realleges the allegations of paragraphs 1 through 18 as though fully set forth herein.

Petitioner has incurred attorney's fees and expenses in bringing this Petition on behalf of the unrepresented Trust and its beneficiaries. Therefore, Petitioner requests an order from this Court casting all such expenses against the Trust.

WHEREFORE, Petitioner prays:

- a) That this Court enter an order appointing Petitioner as Trustee of the Frye Park Land Trust;
- b) That this Court serve notice of this Petition upon the following Trust beneficiaries who have not already acknowledged service and consented to this Petition:
 - i. _____
 - ii. _____
 - iii. _____
 - iv. _____
 - v. _____
 - vi. _____
- c) That this Court enter an Order whereby Petitioner's attorney's fees and expenses are cast against the Trust; and
- d) That Petitioner have such other further relief as is just and proper.

Respectfully submitted, this ____ day of _____ 2019.

FLINT, CONNOLLY & WALKER, LLP

David L. Walker, Jr.
Georgia Bar No. 731663
Kristyn L. Long
Georgia Bar No. 759636
Attorneys for Petitioner

131 East Main Street
Canton, Georgia 30114
(770) 720-4411 tel.
(770) 720-3030 fax

Ga. Ry & Power Co. et al | State of Georgia, Fulton County.

To | This Indenture, made this 15 day of April in the year of our Lord One

Mrs. S. S. Frye Trustee | Thousand Nine Hundred and Thirteen between Georgia Ry. & Power Co. a corporation and Fred W. Fryer of the State of Georgia and County of Fulton of the first part, and Mrs. S. S. Fryer, as trustee, of the State of Georgia and County of Fulton of the second part,

Witnesseth: That the said parties of the first part, for and in consideration of the sum of

One Dollar and other considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, as trustee, her heirs and assigns, all that tract or parcel of land lying and being in Land Lot 175 of the 13th, District of Rabun County Georgia, lot marked "Park" on the plat approved by M. Blanchard, Civil Engineer, September 10th, 1912; said lot being bounded on the Northeast by the water line, and on the Southeast ^{part} by the new right of way of the Tallulah Falls Railway, as recently located.

Said lot to be held by said trustee for the benefit of all the holders of lots 1 to 18 inclusive of said plat, forever, to be used for park purposes and no other. But to have no interest in the fee in said lake, nor the land covered by said water.

Nothing to be built on the water front in front of said lot without the consent of the said second party.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights,

members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to only proper use, benefit and behoof of her the said party of the second part, her successors, heirs and assigns forever, in fee simple.

And the said parties of the first part, for themselves, their heirs, executors and administrators will warrant and forever defend the right and title to the above described property in the said party of the second part, her successors, heirs and assigns, against the lawful claim of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and

affixed their seals, the day and year above written. | Fred W. Fryer (Seal)

Witness as to signature of Fred W. Fryer | Georgia Railway & Power Co. (Seal)

Signed, sealed and delivered in the presence of | By P. S. Arkwright President (Seal)

Berry Smith | W. H. Glenn Secretary (Seal)

W. D. Calhoun Notary Public Fulton Co. Ga.

Witnesses as to signature of P. S. Arkwright | (Seal)

& W. H. Glenn |

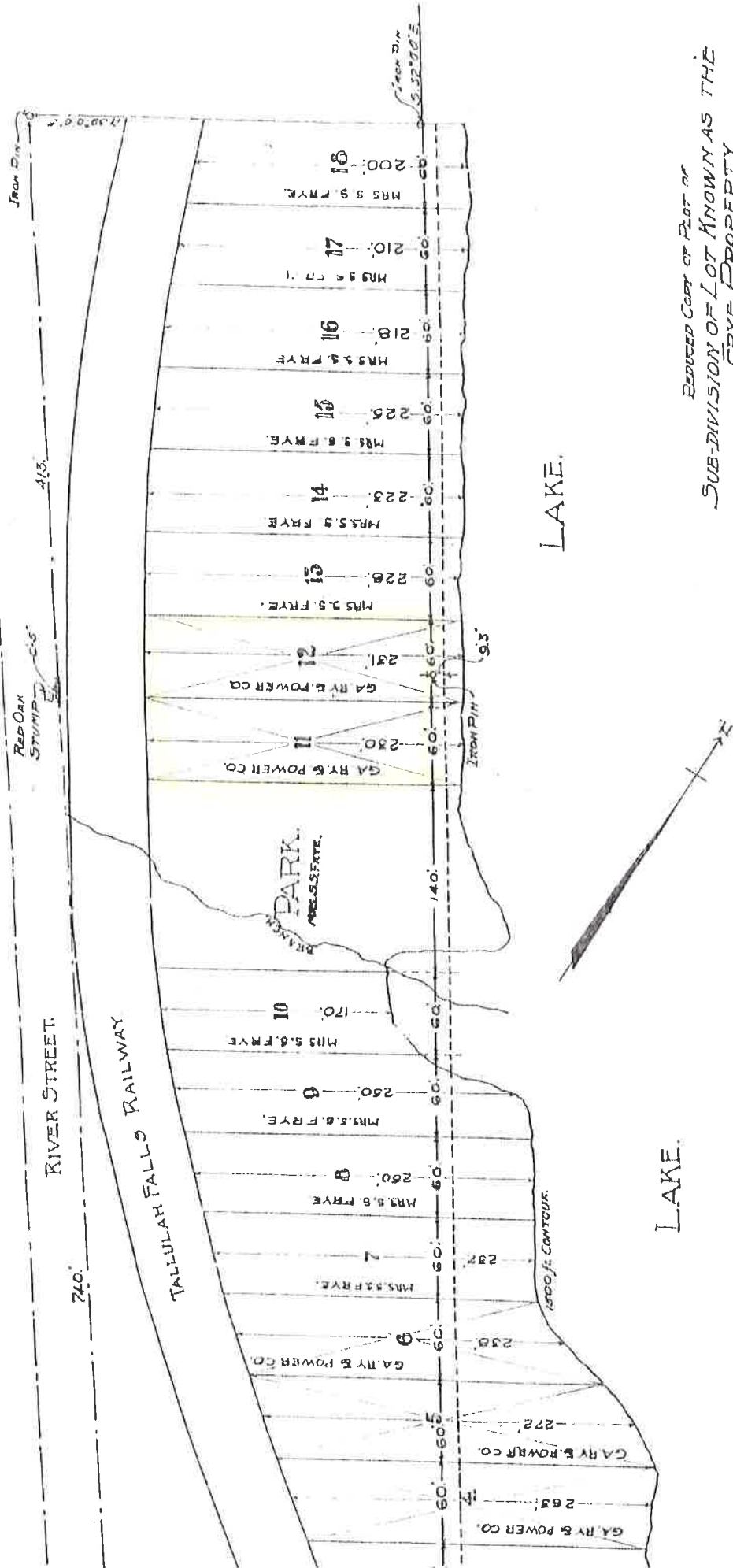
W. A. Carlisle |

W. H. Wright Notary Public Fulton Co. Ga. | (CORPORATE SEAL)

(NOTARIES SEAL)

(NOTARIES SEAL)

Recorded June 3rd, 1913. *Paul R. Rogers* Clerk



REDUCED COPY OF PLOT OF
 SUB-DIVISION OF LOT KNOWN AS THE
 FRYE PROPERTY
 SURVEYED BY HNC.
 APPROVED BY M. BLANCHARD
 SEPT 10th 1912. SCALE 1" = 66'-0"

EXHIBIT B

Excepting from the operation of this deed the small tract of land which is described in the deed made by W. W. Klugh to Sexton White on the 22, day of August, 1912 which is recorded in the office of the Clerk of Superior Court of said county in Deed Book P-2 page 214 to which deed and the record of same reference is made for description of said land. This excepted tract contains 0.25, more or less.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of him the said party of the second part, his heirs and assigns, forever, IN FEE SIMPLE.

And the said party of the first part, for his heirs, executors and administrators will warrant and forever defend the right and title to the above described property unto the said party of the second part, his heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS whereof, The said party of the first part has hereunto set his hand and affixed his seal, the day and year above written.

Signed, sealed and delivered in the presence of:

John C. Ledford (DUPLICATE STAMP \$1.05)

H. L. Harper D.P. (NOTARIAL SEAL)
Notary Public, Rabun County, Georgia,
My Commission Expires July 8, 1953.

W. W. Klugh (SEAL)

(Flat above referred to shall be found in Deed Book # 2, page 44.)

Recorded this the 11th day of August, 1947 W. A. Green Clerk S. C.

42-99

W I L L

I, JOHN S. FRYE, of the County of Hillsborough, State of Florida, being of sound and disposing mind and memory, and not acting under fraud, duress or undue influence of any person whomsoever, do make, publish and declare this to be my last will and testament, and I do hereby expressly revoke all other and former wills and codicils to wills made by me.

I.

I do hereby direct that after my death, my body shall be sent to the nearest crematorium and cremated, after which cremation I direct that my ashes be scattered on some clear water wherever it is most convenient.

II.

I hereby specifically provide that any advancements that I may make during my lifetime to any of my children or grandchildren, shall be in addition to, and not in satisfaction of, any legacy or legacies, portion, portions, or other benefit, given to him, her, or them by my will.

III.

I give and bequeath the sum of Two Hundred Dollars (\$200.00) to my daughter, Lottie Tourney, the said amount to be paid by my executrix, hereinafter named, from the general assets of my estate.

IV.

I give and bequeath the sum of Two Hundred Dollars (\$200.00) to my niece, Harriet Lou Littlefield, the said amount to be paid by my executrix, hereinafter named, from the general assets of my estate.

VIII.

I give and bequeath the sum of Five Hundred Dollars (\$500.00) to my grandson, F. Bertram Johnston, the said amount to be paid by my executrix, hereinafter named, from the general assets of my estate.

IX.

I give and bequeath the sum of Two Hundred Dollars (\$200.00) to my granddaughter, Helene Johnston, the said amount to be paid by my executrix, hereinafter named, from the general assets of my estate.

X.

I give and bequeath the sum of Two Hundred Dollars (\$200.00) to my son-in-law, J. Bertram Johnston, the said amount to be paid by my executrix, hereinafter named, from the general assets of my estate.

XI.

All the rest, residue and remainder of my estate, of every kind and description and wherever situated, whether real, personal or mixed property, which I may own or in which I may have an interest at the time of my death, I give and bequeath in two (2) equal parts, one share to my daughter, (Bell Frye Johnston), the one share to my grandson, (Donald Johnston), share and share alike; provided, however, in event of the death of my daughter, Bell Frye Johnston, before my death, then, in such event and only in such event, I direct that all of the residue of my estate be paid to my grandson, Donald Johnston; and in event of the death of my grandson, Donald Johnston, before my death, then, in such event and only in such event, I direct that all of the residue of my estate be paid to my daughter, Bell Frye Johnston.

XII.

I hereby nominate, constitute, and appoint my said daughter, Bell Frye Johnston, as my first choice for the sole executrix of my estate under the terms of this will; but in the event my above mentioned daughter should preceede me in death, and only in such event, I secondly nominate, constitute and appoint my grandson, Donald P. Johnston, as the sole executor of my estate. I hereby expressly relieve either of the above named legal representatives of paying any bond, or making any returns to any court, unless required by law.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of April 25, 1946.

Testatrix: (Signed) Sarah S. Frye (SEAL)

Sarah S. Frye, the testatrix named in the foregoing instrument, consisting of three (3) pages, including this page, signed the same in our presence at Tampa, Florida, the day of April, 1946, and exhibited the same to us, and declared the same to be her last will and testament, and requested us to sign our names as witnesses thereto. We then and there at her request, after she had signed here name thereto, in her presence and in the presence of each other, signed as witnesses thereto, the day and year above written.

(Signed) Gessie M. McLain (Seal)

(Signed) Vada Gay (Seal)

(Signed) H. T. McLain (Seal)

THE COUNTY JUDGE'S COURT IN AND FOR HILLSBOROUGH COUNTY, FLORIDA SITTING AS A COURT OF PROBATE.

IN RE ESTATE OF SARAH S. FRYE, DECEASED. STATE OF FLORIDA, COUNTY OF HILLSBOROUGH ss.

I, Alice B. Middlebrook, Clerk of the Court Judge's Court in and for Hillsborough County, Florida, do hereby certify the foregoing to be a true and correct copy and transcript of the following LAST WILL AND

HELL FRYE JOHNSTON } This Indenture, made this 28th day of July, A. D. 1917, between Hell Frye Johnston,
 TO } joined by her husband, J. Bertram Johnston, and Donald Johnston, single, devisees
SHELLEY WHITE } under the last will and testament of Sarah S. Frye, deceased, of the County of
 Hillsborough, State of Florida, parties of the first part, and Shelley White, of the County of Rabun, State
 of Georgia, party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable consideration, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said party of the second part, her heirs and assigns forever, the following described land, situate, lying and being in the County of Rabun, State of Georgia, to-wit:

That part of Land Lot 175 in the 13th Section of Rabun County, Georgia, known as lots 13, 14, 15, 16, 17 and 18 of a certain plat made September 10, 1912, approved by M. Blanchard, Civil Engineer, said lots being bounded on the Northeast by the water front and on the Southwest by the right-of-way of the Tallulah Falls Railway and to extend from the right-of-way of said railroad to the edge of the lake.

And the said parties of the first part do hereby hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Ruby E. Harris
B. O. Palermo

Hell Frye Johnston (SEAL)
J. Bertram Johnston (SEAL)
Donald J. Johnston. (SEAL)

STATE OF FLORIDA,
 COUNTY OF HILLSBOROUGH.

I HEREBY CERTIFY, That on this day before me, an officer duly authorized to take acknowledgments personally appeared Hell Frye Johnston and J. Bertram Johnston, her husband, and Donald Johnston, single, to me well known to be the individuals described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal at Tampa, County of Hillsborough, and State of Florida, this 28th day of July, A. D. 1917

B. O. Palermo
 Notary Public State at Large,
 My Commission Expires July 14, 1919.

Recorded this the 14th day of August, 1917 V. A. Dreen Clerk S. C.

RUBY E. KINNEY } STATE OF GEORGIA, RABUN COUNTY
 TO } MORTGAGE WITH VALUER AND ASSIGNMENT OF HOMESTEAD FOR REALTY.

COPY

IN THE SUPERIOR COURT FOR THE COUNTY OF RABUN

STATE OF GEORGIA

DONALD F. JOHNSTON AND
NELL JOHNSTON SINS,

Plaintiffs,

VS.

CITY OF TALLULAH FALLS,

Defendant.

CASE NO. 99-CV-254-C

ORDER

Before the Court is plaintiffs' petition for a declaratory judgment that defendants have no property interest in the tract of land which is the subject of this suit.

PROCEDURAL HISTORY

In July of 1999, the Town Council of Tallulah Falls voted to create two parking spaces and place a trash receptacle adjacent to Copperhead Road on what has allegedly been a city park for over 75 years. Plaintiffs filed suit on August 2, 1999, in this Court for equitable relief, damages, and declaratory judgment. On August 30, 1999, the parties

agreed to stop all work until further order of this Court. Subsequently, the parties attended mediation and resolved all issues except the declaratory judgment action as to whether defendant has any interest in the park land.

STATEMENT OF FACTS

On April 13, 1913, the Georgia Railroad and Power Company and Fred W. Fryer conveyed a warranty deed to Mrs. S.S. Fryer as Trustee. The warranty deed conveyed title to property known as the "park." The deed stated that the lot was "to be held by said Trustee for the benefit of all the holders of lots 1 to 18 inclusive of said plat, forever, to be used for park purposes and no other." Mrs. Fryer died owning the property. Mrs. Fryer's Last Will and Testament left the property to Nell Frye Johnston and Donald F. Johnston, equally. Nell Frye Johnston later conveyed one-half undivided interest in the subject property to Nell Johnston Sins via two separate warranty deeds.

The Rabun County Tax Assessors office has the "park" property listed in the name of the City of Tallulah Falls, and the property is not taxed. However, there are no

conveyances or deeds at any point which convey or purport to convey the subject property to the City of Tallulah Falls.

CONCLUSIONS OF LAW

According to O.C.G.A. §36-37-1, "By appropriate conveyance, any person may give, grant, or devise to any municipal corporation of this state, in fee simple or in trust, or to other persons as trustees, lands dedicated by such conveyance in perpetuity to the public use as a park, pleasure ground, or for other public purpose...." Further, any person "to whom such devise, gift, or grant is made may accept the same in behalf of and for the benefit of the public." Id.

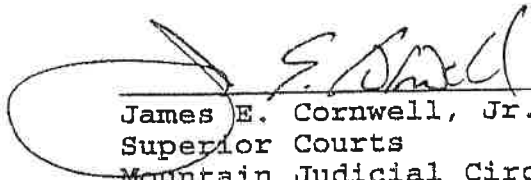
Here, Georgia Power and Fred W. Fryer deeded the park land to Mrs. Fryer as trustee and instructed her to hold the park land for the benefit of the holders of lots 1-18. Mrs. Fryer accepted the land on behalf of the owners of lots 1-18. Therefore, the Court finds that a valid charitable trust was created in 1913 in favor of the owners of Lots 1-18. Further, the City of Tallulah Falls has no legal or equitable interest in the park land.

*data
not required*

Because the charitable trust is perpetual and since no successor trustee was appointed, one of the holders of lots 1-18 should petition the Court in accordance with O.C.G.A. §53-12-70 to appoint a trustee to represent the interest of the beneficiaries.

Based on all the foregoing, it is hereby ORDERED that plaintiff's petition for declaratory judgment is GRANTED.

This 15th day of November, 2001.


James E. Cornwell, Jr., Judge
Superior Courts
Mountain Judicial Circuit

c: E.W. Chip Angell, Esq.
L. Allyn Stockton, Jr., Esq.



GEORGIA DEPARTMENT OF LAW

40 Capitol Square SW
Atlanta, Georgia 30334-1300

CHRISTOPHER M. CARR
ATTORNEY GENERAL

www.law.ga.gov
(404) 656-3300

August 16, 2019

WRITER'S DIRECT DIAL:
(404) 463-0189
FAX (404) 657-3239
apatterson@law.ga.gov

**VIA FIRST CLASS MAIL
AND EMAIL**

Kristyn L. Long
Flint, Connolly, & Walker, LLP
131 East Main St
Canton, GA 30114

Re: Charitable Trust Issue – Rabun County

Dear Ms. Long,

This responds to your request for assistance regarding the above referenced charitable trust issue. I have reviewed the documents you sent to our office and my notes from our previous phone conversation. Based on this review of the information you have submitted to our office, my understanding is this issue involves a trust set up by Ms. S.S. Frye in 1913 that purports to hold a parcel of land in Rabun County for a park for the benefit of certain lot holders in the same neighborhood. However, it is also my understanding that your clients have been paying property taxes on said parcel for several years and would like to own it in fee simple.

It appears that the original trust document was not intended to create a charitable trust. It is my understanding that an order was entered in Rabun County Superior Court on November 21, 2001 in a matter related to this land. The order states in part that the trust is a charitable trust. However, upon review of the 2001 order, the statement in the order classifying this trust as charitable does not appear to be binding.

EXHIBIT E

Ms. Kristyn Long
August 15, 2019
Page 2 of 2

After review of the information and documents submitted to our office, the trust at issue in this matter does not appear to be a charitable trust as defined by O.C.G.A. § 53-12-170. Based on this information and the documents, our office does not currently intend to take any action. Therefore, any actions on your part to modify or terminate the trust do not need to be approved by our office.

Should any new documents or information come to light that may change the analysis above, please notify our office. Our office reserves the right to change the determination above should any new information or documents arise. If you have any questions or concerns, please contact Wright Banks at 404-651-6247.

Sincerely,

A handwritten signature in cursive script, appearing to read "Amy L. Patterson".

Amy L. Patterson
Assistant Attorney General

From: Lisa McCall
To: [Linda Lapeyrouse](mailto:Linda.Lapeyrouse)
Subject: Re: quote
Date: Tuesday, December 3, 2019 6:29:30 PM

I can do it for 225.00.

Lisa

Sent from my iPhone

On Dec 3, 2019, at 5:25 PM, Linda Lapeyrouse <clerk@tallulahfallsga.gov> wrote:

Hey Lisa.

We received the attached information on the Frye Park Land Trust.

They show that the Town owns lots 11 and 12. Can you provide us with a quote to do the title work on these two lots?

We have a meeting on Thursday and could possibly vote on it at that time if you can get the quote back to me by then.

Thanks!!

Linda Lapeyrouse, CMC
Town Clerk/Municipal Court Clerk
Town of Tallulah Falls
PO Box 56
Tallulah Falls, GA 30573
706.754.6040

www.tallulahfallsga.gov

From: noreply <noreply@tallulahfallsga.gov>
Sent: Tuesday, December 3, 2019 4:52 PM
To: Linda Lapeyrouse <clerk@tallulahfallsga.gov>
Subject: Attached Image

<0521_001.pdf>

Kitan Ajanaku
Kitan.Ajanaku@troutman.com
404-885-2579

November 22, 2019

**FEDERAL EXPRESS OVERNIGHT DELIVERY
AND EMAIL**

Patti Polk, City Manager/Clerk
City of Tallulah Falls
255 Main Street
Tallulah Falls, Georgia 30573
clerk@tallulahfallsga.gov

**Re: Time Sensitive – Southern Light, LLC Municipal Telecommunications Right of Way
Registration**

Pursuant to paragraph (2) of subsection (b) of Code Section 46-5-1 of the Official Code of Georgia, Annotated, the municipal authority shall notify the applicant of any deficiencies in this application within 15 business days of receipt of this application.

Dear Ms. Polk:

Please find enclosed our Registration Package to register Southern Light, LLC (“Southern Light”), a subsidiary of Uniti Group, Inc., for use of the City’s public rights of way for the installation and operation of telecommunications facilities. This Registration Package has been prepared in accordance with Title 46, Chapter 5 of the Georgia Code, and contains all requisite documentation necessary to process and grant permission within the statutory time frame provided under Georgia law.

Southern Light is a public telephone utility company holding Certificates of Authority from the Georgia Public Utilities Commission, copies of which are provided herein as required. Southern Light is in the process of expanding its operations within the state of Georgia.

Your assistance, in processing this request will help ensure the continuous and efficient provision of telecommunications services and bandwidth capacity throughout the state.

Please direct all registration related correspondence to me at this address:

Kitan Ajanaku
Troutman Sanders LLP
600 Peachtree Street, Suite 3000
Atlanta, Georgia 30308
404-885-3284
Kitan.Ajanaku@troutman.com

Thank you for your time and assistance with this request. Should you have any questions or concerns, please feel free to contact me at my direct phone number or via email at your convenience.

Sincerely,

Kitan Ajanaku



Enclosures

**TELECOMMUNICATIONS
RIGHT-OF-WAY REGISTRATION APPLICATION**

Pursuant to Paragraph (2) of Subsection of Code Section 46-5-1 of the Official Code of Georgia Annotated, the Municipal Authority shall notify the Applicant of any deficiencies in this application with 15 Business Days of receipt of this Application.

1- Applicant's – Principal Office and Local Georgia Contacts Applicant Company:

Principal Office:

Southern Light, LLC
c/o Uniti, The Communications REIT¹
10802 Executive Center Drive| Benton Building Suite 300
Little Rock, AR 72211

Company Legal Contact:

Kelly McGriff
251-445-3321
10802 Executive Center Drive| Benton Building Suite 300
Little Rock, AR 72211

Georgia Local Company Contact:

Michael McCarty, VP Outside Plant
251-214-7793
10802 Executive Center Drive| Benton Building Suite 300
Little Rock, AR 72211

24/7 Global Network Operations Center: 877.652.2321

- 2- State Certification** The Applicant certifies that it is authorized to provide telecommunications services in the State of Georgia. A copy of Applicant's Certificates of Authority granted by the Georgia Public Service Commission (Docket No. 41508; Certificate No. X-1125 and Docket No. 27881; Document No. 114298) authorizing Applicant to provide telecommunication services in Georgia is attached hereto as Exhibit A.
- 3- Certificates of Insurance** Applicant's Certificates of Insurance are attached hereto as Exhibit B.

¹ Southern Light, LLC is a subsidiary of Uniti.

- 4- **Telecommunications Service** The public telephone and telecommunications services to be provided by the applicant may consist of, but shall not be limited to, all competitive local exchange and interexchange services facilities-based carrier telephone and telecommunications services such as all local exchange, interLATA (local toll, local long distance within the Local Access Transport Area) and interLATA (LATA to LATA) telephone telecommunications services, all public essential and emergency telephone and telecommunications, dedicated, private line, IP, data transport, interconnection, inter alia, including all regulated and non-regulated public and private telephone and telecommunications services, inside and outside telephone and telecommunications plant facilities design, and for other telephone and telecommunications companies, to lease and lease from, other telephone and telecommunications companies, certain telephone and telecommunications facilities and services on both short term and long term bases, buy and sell telecommunications assets and other common carriers, the resale of certain telecommunications services provided by other certified carriers, the provision of certain telecommunications services for resale or use by other certified carriers, and any and all other such telephone and telecommunications services of any kind or nature, whether regulated or non-regulated, and whether currently existing or may exist in the future, but shall exclude any services that are expressly prohibited or precluded by any federal, state or local law, regulation or rule, or any service that Applicant is not expressly authorized to provide where such service must be expressly authorized by a government or governmental agency having jurisdiction to regulate and authorize such services.
- 5- **Telecommunications Service Area** Pursuant to O.C.G.A. § 46-5-1 (b)(1), the telephone and telecommunications services shall encompass the boundaries of the municipal authority.

Description of Service Area: Applicant's service area shall encompass the boundaries of the municipal authority.

Construction Drawings Note: As of the date of this application, the Applicant does not have active plans to construe new facilities within the municipality, but instead intends to operate an existing network. In the event the Applicant proposed new construction of facilities, comprehensive engineering and construction plan sheets will be prepared by our engineers and will be submitted for review once they have been completed or at such time that we apply for any and all required permits necessary to commence construction.

EXHIBIT A

COMMISSIONERS:

STAN WISE, CHAIRMAN
TIM G. ECHOLS
CHUCK EATON
H. DOUG EVERETT
LAUREN "BUBBA" McDONALD



FILED

NOV 14 2017

EXECUTIVE SECRETARY
G.P.S.C.

DEBORAH K. FLANNAGAN
EXECUTIVE DIRECTOR

REECE McALISTER
EXECUTIVE SECRETARY

Georgia Public Service Commission

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DOCKET#	41508
DOCUMENT#	170177

DOCKET NO. 41508

CERTIFICATE NO. X-

IN RE: Application of Southern Light, LLC for a Certificate of Authority to Construct or Operate Telephone Line, Plant or System.

CERTIFICATE OF AUTHORITY

TOLL LINES

Decided: November 7, 2017

BY THE COMMISSION:

On, September 19, 2017, Southern Light, LLC (hereinafter referred to as the "Company") filed with the Georgia Public Service Commission (hereinafter the "Commission") an application for a Certificate of Authority to provide intrastate intraLATA and interLATA telecommunications service throughout the state of Georgia. By way of background, Georgia was divided into five Local Access and Transport Areas ("LATAs") as a result of certain litigation involving AT&T (formerly known as American Telephone and Telegraph Company) which resulted in what is commonly referred to as the Modified Final Judgement, the consent decree entered by the United States District Court in United States v. American Telephone and Telegraph Company, 552 F. Supp. 131 (D.D.C. 1982), aff'd sub nom. Maryland v. United States, 103 S. Ct. 1240 (1983).

In filing this application, the Company seeks authority to become an intraLATA and interLATA interexchange facilities-based carrier operating within the state of Georgia.

The Commission has reviewed the Company's application and will impose the same conditions and restrictions as contained in the Orders issued in Docket Nos. 3439-U (AT&T), 3446-U (MCI), 3451-U (GTE-Sprint), 3458-U (Microtel), 3501-U (SouthernTel), and 3575-U (U.S. Sprint).

In Administrative Session on November 7, 2017, the Commission voted to waive public hearing on this matter.

After carefully analyzing all evidence of the record in this case, the Commission makes the following findings of fact and conclusions of law:

FINDINGS OF FACT

1.

The Company has filed an application seeking authority to provide state-wide intraLATA and interLATA interexchange facilities-based telecommunications services in the state of Georgia.

2.

The Commission has considered the application of the Company for a Certificate of Authority.

3.

The state of Georgia has been divided as a consequence of the Modified Final Judgement into five LATAs (local access and transport areas).

4.

The Company is a long-distance telecommunications carrier authorized by the Federal Communications Commission ("FCC") to construct and operate interstate telecommunications services. The Company owns facilities and/or leases them from/to other common carriers. The Company's system provides interstate telecommunications services including private line offerings.

5.

The Commission finds that the Company has the financial, technical and managerial ability to provide intraLATA and interLATA intrastate telecommunications service for which it is seeking a Certificate of Authority.

6.

The Commission finds that the Company will provide intraLATA and interLATA intrastate telecommunications service.

CONCLUSIONS OF LAW

Based on the foregoing Findings of Fact, the Commission makes the following Conclusions of Law:

1.

Pursuant to O.C.G.A. §§ 46-5-163(b), 46-5-41, 46-2-23 and 46-2-25, the Commission has jurisdiction to grant the certificate requested herein and to determine the reasonableness of the rates, charges, classifications and services of the Company.

2.

O.C.G.A. § 46-5-43 requires that when an application to acquire or operate a telephone system is received, proper notice of the application shall be given to specifically identified groups and classes of persons.

3.

The Commission, pursuant to O.C.G.A. §§ 46-5-41, 46-5-163(b), and 46-5-168, has the authority based upon applicable law to refuse to issue the certificate or to issue it in part or in whole.

4.

The Commission further concludes that this certificate authorizes the Company to provide intraLATA and interLATA services throughout the State of Georgia. The Company will be subject to this Commission's decisions on all issues concerning the completion of intraLATA and interLATA calls. The Company is authorized to sell its services and to resell services of other certificated carriers.

5.

The Commission further concludes, pursuant to O.C.G.A. §§ 46-2-25.1, 46-2-25.2 and 46-2-25.3, that all companies providing services between Georgia's LATAs should take certain steps to insure that customers utilizing the services of the companies are not billed for county-wide local calls, 16-mile toll-free calls, and toll-free calls within 22 miles that both originate and terminate within a given LATA. In the case of companies providing services to other common carriers for resale, the foregoing restriction shall apply to the reselling company.

WHEREFORE, it is

ORDERED, that a Certificate of Authority number X-1125 is hereby granted to Southern Light, LLC to provide intraLATA and interLATA intrastate telecommunications services in Georgia.

ORDERED FURTHER, that the Applicant chose not to file a tariff pursuant to O.C.G.A. §46-5-251.

ORDERED FURTHER, that if the Company desires to do business in Georgia under any name which does not appear on this certificate, the Company shall submit an application for amendment to its certification stating the name under which it plans to conduct business.

ORDERED FURTHER, that the Company shall contribute to the Universal Access Fund as prescribed in Docket No. 5825-U.

ORDERED FURTHER, that the Company shall be responsible for ensuring that its employees, agents or designees comply fully with all applicable laws, rules and orders of the Commission relating to safe excavation procedures, including, but not limited to O.C.G.A. § 25-9-1 et seq., the Georgia Utility Facility Protection Act. Violations of such laws, rules, or orders of the Commission by the Company's employees, agents or designees may result in revocation, suspension or other limitation on the Company's certificate of authority and may result in fines assessed on the Company pursuant to O.C.G.A. § 46-2-91.

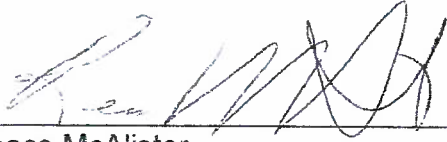
ORDERED FURTHER, that pursuant to O.C.G.A. § 46-5-168(b)(2) the certificate granted herein shall be subject to revocation if the Company fails to notify the Commission of any change in its contact address on file with the Commission, fails to comply with Commission requirements or orders, or violates any applicable law or Commission rule.

ORDERED FURTHER, that all statements of fact, law and regulatory policy contained within the preceding sections of this Order be adopted as findings and conclusions of law and conclusion of regulatory policy of the Commission.

ORDERED FURTHER, that jurisdiction over this matter is expressly retained for the purpose of entering such further order or orders as this Commission may deem just and proper.

ORDERED FURTHER, that any motion for reconsideration and/or rehearing in this case shall not have the effect of staying this Order of the Commission, except insofar as the Commission may otherwise provide.

The above by action of the Commission in Administrative Session on November 7, 2017.



Reece McAlister
Executive Secretary

DATE: 11-14-17



Stan Wise
Chairman

DATE: 11/14/17

COMMISSIONERS:
CHUCK EATON, CHAIRMAN
H. DOUG EVERETT
ROBERT B. BAKER, JR.
ANGELA ELIZABETH SPEIR
STAN WISE



FILED

DEBORAH K. FLANNAGAN
EXECUTIVE DIRECTOR

SEP 09 2008

REECE McALISTER
EXECUTIVE SECRETARY

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EXECUTIVE SECRETARY
G.P.S.C.
DOCKET # 27881
DOCUMENT # 114298

**INTERIM CERTIFICATE OF AUTHORITY TO
PROVIDE COMPETITIVE LOCAL EXCHANGE
TELECOMMUNICATION SERVICES**

IN RE: DOCKET NO 27881 -- Application of Southern Light, LLC for a Certificate of Authority to Provide Competitive Local Exchange Services.

Certificate No. L-0454

Approved: September 2, 2008

Issued: 9/8/08

BY THE COMMISSION:

**I.
BACKGROUND**

On July 7, 2008, Southern Light, LLC (hereinafter referred to as "the Applicant" or "Southern Light") filed with the Georgia Public Service Commission (hereinafter referred to as "the Commission") an application for a Certificate of Authority to Provide Competitive Local Exchange Services pursuant to O.C.G.A. § 46-5-163(b). In Administrative Session on September 2, 2008, the Commission voted to waive a public hearing on this matter.

The statutory authority governing certificates of authority of the type the Applicant is seeking is found at O.C.G.A. § 46-5-163. This code section provides that a telecommunications company including a telecommunications services reseller shall not provide telecommunications services without a certificate of authority issued by the Commission. A certificate may not be issued without adequate proof that the applicant possesses satisfactory financial and technical capability. A showing of public convenience and necessity is not a condition for issuing a competing certificate of authority.

In support of its application, Southern Light presented evidence through exhibits and additional materials routinely requested by the Commission Staff. After carefully analyzing all evidence of the record in this case, the Commission makes the following findings of fact and conclusions of law:

**II.
FINDINGS OF FACT**

1. TECHNICAL CAPABILITY.

The Applicant intends to offer local exchange telecommunications services to business customers in Georgia. Applicant has demonstrated adequate technical capabilities to implement its business plan through evidence regarding its management team, technical understanding and customer service plans.

2. FINANCIAL CAPABILITY.

The Applicant has demonstrated that it possesses sufficient and adequate financial capability to provide the local exchange telecommunications services for which it is seeking a Certificate of Authority.

**III.
CONCLUSIONS OF LAW**

The Commission Staff certifies the record in this docket to the Commission and issues this recommendation pursuant to O.C.G.A. §§ 46-2-58(d) and 50-13-17(a). Based upon the evidence, the Commission Staff finds that the Applicant has shown that it possesses satisfactory financial and technical capability pursuant to O.C.G.A. § 46-5-163(h) in order to be granted an interim certificate, consistent with the Commission's guidelines in Docket No. 5778-U for the issuance of interim certificates of authority for the provision of local exchange telecommunication service.

Having reviewed the record and considered this case, the Commission finds and concludes that it should adopt the Commission Staff's recommendation as its decision in this docket.

WHEREFORE, it is

ORDERED, that the above numbered certificate is granted to Southern Light, LLC, whose principal business address is 156 Saint Anthony Street, Mobile, Alabama 36603, to resell and provide facilities-based competitive local exchange telecommunication services.

ORDERED FURTHER, that the Applicant is hereby granted authority to provide local exchange telecommunications services in the BellSouth Telecommunications, Inc. d/b/a AT&T Georgia exchanges set forth below:

Acworth	Covington	Lawrenceville	Sardis
Adairsville	Cumming	Leary	Savannah
Albany	Cusseta	Leesburg	Senoia
Alpharetta	Dallas	Lithonia	Smithville
Americus	Douglasville	Loganville	Smyrna
Appling	Dublin	Louisville	Social Circle
Arlington	Duluth	Lula	Sparks
Athens	Eastman	Lumber City	Sparta
Atlanta	Eatonton	Lumpkin	Stockbridge
Augusta	Elberton	Luthersville	Stone Mountain
Austell	Fairburn	Lyons	Swainsboro
Baconton	Fayetteville	Macon	Sylvester
Bainbridge	Flowery Branch	Madison	Tallapoosa
Barnesville	Forsyth	Marietta	Temple
Baxley	Fort Valley	McCaysville	Tennga
Blackshear	Franklin	McDonough	Thomasville
Bogart-Statham	Gainesville	Millen	Thomson
Bowdon	Gay	Monticello	Tifton
Bremen	Gibson	Newnan	Tucker
Brunswick	Grantville	Norcross	Tybee Island
Buchanan	Greensboro	Palmetto	Valdosta
Buford	Greenville	Panola	Vidalia
Calhoun	Griffin	Pelham	Villa Rica
Camilla	Hamilton	Pine Mountain	Wadley
Carrollton	Hampton	Pooler	Warner Robins
Cartersville	Harlem	Powder Springs	Warrenton
Cave Spring	Hazelhurst	Richland	Watkinsville
Cedartown	Hephzibah	Rockmart	Waycross
Chamblee	Hogansville	Rome	Waynesboro
Claxton	Jackson	Roopville	Woodbury
Clermont	Jekyll Island	Rossville	Woodstock
Cochran	Jesup	Roswell	Wrens
Colquitt	Johnson Corner	Royston	Wrightsville
Columbus	Jonesboro	Rutledge	Zebulon
Concord	Kingston	St. Simons Island	
Conyers	LaGrange	Sandersville-	
Cordele	Lake Park	Tennille	

ORDERED FURTHER, that as a condition precedent to the Applicant offering local service in any of the requested exchanges, the Applicant must enter into an interconnection agreement with each affected incumbent local exchange company and obtain the formal approval of the Georgia Public Service Commission after said agreement is filed with the agency.

ORDERED FURTHER, that the Applicant's tariff is hereby approved.

ORDERED FURTHER, that the interim certificate is issued subject to the conditions adopted by the Commission in Docket No. 5778-U and subject to all other applicable requirements and rules of the Commission, including, but not limited to:

Quarterly Filing Requirements:

- 1) the number of new and total customers, categorized by customer class and types of service;
- 2) the number, nature and resolution of any complaints, categorized by customer class (and, if applicable, by types of service);
- 3) the number of employees dedicated in Georgia to the local service, categorized by type (e.g., customer service, sales, maintenance, etc.); and
- 4) An explanation of whether the services are being made available through resale or through use of the company's own facilities.

ORDERED FURTHER, that the Applicant must comply with O.C.G.A. § 25-9-1 et seq. regarding the practices and procedures that shall be employed when a telecommunications provider or its designee is excavating in the state of Georgia.

ORDERED FURTHER, that the Applicant shall be responsible for ensuring its employees, agents or designees comply fully with all applicable laws, rules and orders of the Commission relating to safe excavation procedures, including, but not limited to O.C.G.A. § 25-9-1 et seq., the Georgia Utility Facility Protection Act. Violations of such laws, rules, or orders of the Commission by the Applicant's employees, agents or designees may result in revocation, suspension or other limitation on the Applicant's certificate of authority and may result in fines assessed on Applicant pursuant to O.C.G.A. § 46-2-91.

ORDERED FURTHER, that the Applicant must comply with the Commission's Order or Orders issued in Docket No. 11400-U, Prevention of Damage To Underground Facilities, and applicable law pertaining to Common Ground best practices for excavation damage prevention when excavating in an area in which underground facilities may be located.

ORDERED FURTHER, that the Applicant shall contribute to the Universal Access Fund as prescribed in Docket No. 5825-U.

ORDERED FURTHER, that pursuant to O.C.G.A. § 46-5-168(b)(2) the certificate granted herein shall be subject to revocation if the Applicant fails to notify the Commission of any change in its contact address on file with the Commission, fails to comply with Commission requirements or Orders, or violates any applicable law or Commission Rule.

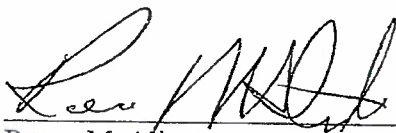
ORDERED FURTHER, that if the Applicant desires to do business in Georgia under any name which does not appear on this certificate, Applicant shall submit an application for amendment to its certification stating the name under which it plans to conduct business.

ORDERED FURTHER, that all statements of fact, law and regulatory policy contained within the preceding sections of this Order be adopted as findings and conclusions of law and conclusions of regulatory policy of the Commission.

ORDERED FURTHER, that jurisdiction over this matter is expressly retained for the purpose of entering such further Order or Orders as this Commission may deem just and proper.

ORDERED FURTHER, that any motion for reconsideration or rehearing in this case shall not have the effect of staying this Order of Commission, except insofar as the Commission may otherwise provide.

BY ORDER OF THE GEORGIA PUBLIC SERVICE COMMISSION, this 2nd day of September 2008.



Reece McAlister
Executive Secretary

DATE: 9-8-08

RM/CE/TS



Chuck Eaton
Chairman

DATE: 9/8/08

EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stephens Insurance, LLC 111 Center Street, Suite 100 Little Rock, AR 72201 www.stephensinsurance.com		CONTACT NAME: Rebecca Diaz PHONE (A/C, No, Ext): (501) 377-8373 E-MAIL ADDRESS: rebecca.diaz@stephens.com FAX (A/C, No): (501) 210-4681	
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURER A: Phoenix Insurance Company		25623	
INSURER B: Charter Oak Fire Insurance Company		25615	
INSURER C: Travelers Property Casualty Co of Amer		25674	
INSURER D: Farmington Casualty Company		41483	
INSURER E:			
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 47722646 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD Y/YD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		660-0J153418	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		810-0J147565	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		CUP-0J350973	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	UB-0J267618	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached Addendum for Additional Coverage Details

CERTIFICATE HOLDER**CANCELLATION**

For Information Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stan Payne

ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

AGENCY Stephens Insurance, LLC		NAMED INSURED Uniti Group Inc. (See Complete Named Insured Addendum) 10802 Executive Center Drive Benton Building Suite 300 Little Rock AR 72211
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: **For Information Purposes Only**

ADDRESS:

NAMED INSURED SCHEDULE:

FIRST NAMED INSURED:

UNITI GROUP INC

CSL Capital, LLC
 Talk America Services, LLC
 CSL National GP, LLC
 CSL National, LP - Below Entities are Holding Companies for REIT Assets
 CSL Alabama System, LLC
 CSL Arkansas System, LLC
 CSL Florida System, LLC
 CSL Georgia System, LLC
 CSL Iowa System, LLC
 CSL Kentucky System, LLC
 CSL Mississippi System, LLC
 CSL Missouri System, LLC
 CSL New Mexico, LLC
 CSL North Carolina Realty GP, LLC
 CSL North Carolina System, LP
 CSL North Carolina Realty, LP
 CSL Tennessee Realty Partner, LLC
 CSL Tennessee Realty, LLC
 CSL Ohio System, LLC
 CSL Oklahoma System, LLC
 CSL Texas System, LLC
 CSL Realty, LLC
 CSL Georgia Realty, LLC
 Uniti Holdings GP, LLC
 Uniti Holdings LP
 Uniti Fiber Holdings -TC LLC
 Uniti Fiber Holdings, Inc.
 Uniti Fiber LLC
 Uniti QRS Holdings GP LLC
 Uniti LATAM GP LLC
 Uniti QRS Holdings LP
 Uniti Leasing LLC
 Uniti Dark Fiber LLC
 Uniti Towers LLC
 PEG Bandwidth Services, LLC
 Contact Network, LLC
 PEG Bandwidth DC, LLC
 PEG Bandwidth DE, LLC
 PEG Bandwidth IA, LLC
 PEG Bandwidth IL, LLC
 Inline Services, LLC
 PEG Bandwidth LA, LLC
 PEG Bandwidth MA, LLC
 PEG Bandwidth MD, LLC
 PEG Bandwidth MS, LLC
 PEG Bandwidth NJ, LLC



ADDITIONAL REMARKS SCHEDULE

AGENCY Stephens Insurance, LLC		NAMED INSURED Uniti Group Inc. (See Complete Named Insured Addendum) 10802 Executive Center Drive Benton Building Suite 300 Little Rock AR 72211	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: **For Information Purposes Only**

ADDRESS:

- PEG Bandwidth NY, LLC
- PEG Bandwidth NY Telephone Corp.
- PEG Bandwidth PA, LLC
- PEG Bandwidth TX, LLC
- PEG Bandwidth VA, LLC
- Hunt Telecommunications, LLC
- Hunt Brothers of LA, Inc.
- Integrated Data, LLC
- Nexus Systems, Inc.
- Nexus Wireless, LLC
- Southern Light, LLC
- Uniti Group LP LLC
- Uniti Group LP
- Uniti Group Finance Inc.
- Uniti Leasing LLC
- Uniti Leasing X LLC
- Uniti Leasing X I LLC
- Information Transport Solutions, Inc.



ADDITIONAL REMARKS SCHEDULE

AGENCY Stephens Insurance, LLC		NAMED INSURED Uniti Group Inc. (See Complete Named Insured Addendum) 10802 Executive Center Drive Benton Building Suite 300 Little Rock AR 72211	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: **For Information Purposes Only**

ADDRESS:

NOTE - COPIES OF THE FORMS REFERENCED BELOW ARE AVAILABLE UPON REQUEST:

The General Liability Policy includes a blanket automatic additional insured endorsement that provides additional insured status to any persons or organizations to which you are obligated by a written agreement to procure additional insured coverage subject to the terms and conditions of CG D6 04 (08/13) or CG D4 17 (01/12).

The "Other Insurance - Primary/Excess provision" contained in CG D6 04 (08/13) applies to additional insured's qualifying for coverage under CG D6 04 (08/13) subject to the terms and conditions.

The General Liability policy includes blanket automatic waiver of subrogation provision where required by written agreement and subject to terms and conditions of CG D4 17 (01/12).

The General Liability policy includes thirty (30) day notice of cancellation endorsement, for reasons other than non-payment of premium, to persons or organizations on file with agent or broker at the time of cancellation if required by contract per terms and conditions of IL T4 05 (03/11).

The Auto Liability Policy includes a blanket automatic additional insured endorsement that provides additional insured status to any persons or organizations to which you are obligated by a written agreement to procure additional insured coverage subject to the terms and conditions of CA T3 53 (06/09).

The Auto Liability includes a blanket automatic waiver of subrogation provision where required by written agreement and subject to terms and conditions of CA T3 53 (06/09).

The Auto Liability policy includes thirty (30) day notice of cancellation endorsement, for reasons other than non-payment of premium, to persons or organizations on file with agent or broker at the time of cancellation if require by contract per IL T4 05 (03/11).

The Workers Compensation includes a blanket automatic waiver of subrogation provision where required by written agreement and subject to terms and conditions of WC 00 03 13 (011)-01).

The Work Comp policy includes thirty (30) day notice of cancellation endorsement, for reasons other than non-payment of premium, to persons or organizations on file with agent or broker at the time of cancellation if require by contract per IL T4 05 (03/11).

The Umbrella policy includes thirty (30) day notice of cancellation endorsement, for reasons other than non-payment of premium, to persons or organizations on file with agent or broker at the time of cancellation if require by contract per IL T4 05 (03/11).

The Umbrella/Excess Liability follows over underlying General Liability, Auto Liability & Workers Comp policies.

The Umbrella policy includes additional insured as in underlying per form UM 00 01 11 03.

The Umbrella policy includes blanket waiver of subrogation per form UM 04 88 07 08.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that:

- a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies;

(2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and

(b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

COMMERCIAL GENERAL LIABILITY

2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
 - c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.
5. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or or-

COMMERCIAL GENERAL LIABILITY

ganization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

- a. After the signing and execution of the contract or agreement by you; and
- b. While that part of the contract or agreement is in effect.

Uniti Group Inc.

COMMERCIAL AUTO

(See Complete Named Insured Addendum)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED
- B. BLANKET ADDITIONAL INSURED
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
- F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE – GLASS
- H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT
- I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
- J. PERSONAL EFFECTS
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

CA T3 53 06 09

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Page 1 of 4

COMMERCIAL AUTO

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph e. in Paragraph B.7., Policy Term, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

e. Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the

United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(1) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(a) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(b) Neither you nor any other involved "insured" will make any settlement without our consent.

(c) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(d) We will reimburse the "insured":

(i) For sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE;

(ii) For the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE,

and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(2) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

(3) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – **BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);

COMMERCIAL AUTO

- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the ex-

tent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Unifi Group Inc.

(See Complete Named Insured Addendum)

3/26/2019

660-0J153418

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OTHER INSURANCE – ADDITIONAL INSUREDS –
PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO
CERTAIN OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 4. a., **Primary Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and
- (2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;
subsequent to the signing and execution of that contract or agreement by you.

Uniti Group Inc.

(See Complete Named Insured Addendum)

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TECHNOLOGY XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <ul style="list-style-type: none"> A. Reasonable Force Property Damage – Exception To Expected Or Intended Injury Exclusion B. Non-Owned Watercraft Less Than 75 Feet C. Aircraft Chartered With Pilot D. Damage To Premises Rented To You E. Increased Supplementary Payments F. Who Is An Insured – Employees And Volunteer Workers – First Aid G. Who Is An Insured – Employees – Supervisory Positions H. Who Is An Insured – Newly Acquired Or Formed Organizations I. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises J. Blanket Additional Insured – Lessors Of Leased Equipment | <ul style="list-style-type: none"> K. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement L. Blanket Additional Insured – Broad Form Vendors M. Who Is An Insured – Unnamed Subsidiaries N. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures O. Medical Payments – Increased Limits P. Contractual Liability – Railroads Q. Knowledge And Notice Of Occurrence Or Offense R. Unintentional Omission S. Blanket Waiver Of Subrogation |
|--|---|

PROVISIONS

A. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion a., **Expected Or Intended Injury**, in Paragraph 2., of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

B. NON-OWNED WATERCRAFT LESS THAN 75 FEET

The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.

C. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

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COMMERCIAL GENERAL LIABILITY

I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

D. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions c., g. and h., and Paragraphs (1), (3) and (4) of Exclusion j., do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by fire unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title. A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:
 6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- (b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

E. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

F. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – FIRST AID

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor, in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any of your "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" or "volunteer workers" in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following is added to the **DEFINITIONS** Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

G. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" or "personal injury" to a co-"employee" in the course of the co-"employee's" employment by you arising out of work by any of

your "employees" who hold a supervisory position.

H. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED** of the Commercial General Liability Coverage Form, and Paragraph 3. of **SECTION II – WHO IS AN INSURED** of the Global Companion Commercial General Liability Coverage Form, to the extent such coverage forms are part of your policy:

Any organization you newly acquire or form, other than a partnership or joint venture, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

I. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

COMMERCIAL GENERAL LIABILITY

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

J. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

K. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

L. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
 - (6) "Your products" which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

COMMERCIAL GENERAL LIABILITY

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

M. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

N. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

O. MEDICAL PAYMENTS – INCREASED LIMITS

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - (a) \$10,000; or

- (b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

P. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

Q. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

- (i) A partner or member of any partnership or joint venture;
- (ii) A manager of any limited liability company;

COMMERCIAL GENERAL LIABILITY

- (iii) A trustee of any trust; or
- (iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its

abrupt commencement, this Paragraph e. does not affect that requirement.

R. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the schedule.

(Schedule.)

Blanket Where Required by Contract

Notes:

1. Use this endorsement to waive the company's right of subrogation against named third parties who may be responsible for an injury
2. The sentence in () is optional with the company. It limits the endorsement to apply only to specific jobs of the insured, and only to the extent that the insured is required to obtain this waiver.
3. The following entry must be added to the endorsement when used in Hawaii: "The premium charge for the endorsement is \$"
4. The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classification. According to section 287.150 (6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classification.
5. In most states, including Florida, any associated premium charge must be filed and approved prior to use.
6. No charge or fee is applicable for using this endorsement in the state of Tennessee. Refer to Tennessee State Statute Special Rule 3-A-22 of the Basic Manual

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Uniti Group Inc.
(See Complete Named Insured Addendum)

660-OJ153418
810-OJ147565
UB-OJ267618
CUP-OJ350973

POLICY NUMBER:

ISSUE DATE: 3/26/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

PERSON OR ORGANIZATION:

Any Person or Organization - Where required by Contract or Agreement

ADDRESS:

Per Schedule on File with Agent

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

ENVIRONMENTAL MANAGEMENT SERVICES, INC.

WATER • WASTEWATER • SOLID WASTE • LABORATORY • OPERATIONS

12/3/2019

Town of Tallulah Falls
Attn: Honorable Mayor Dobbs

Sent via email to: tdobbs@tallulahfallsga.gov

P.O. Box 56
255 Main Street
Tallulah Falls, Georgia 30573

Dear Mrs. Dobbs:

Please find the most recent report on the City Of Tallulah Falls Water system,

1. The new 20k storage tank set to be installed for the rehab of the Hickory Nut storage water storage tank is well under way, the hold deposit has been placed and ready to ship when engineering has been completed.
2. Brian Rhindt is working to produce the drawings and letters required by the state to complete the rehab project, when the drawings have been completed final bids will be taken for the install and connection of the tank. The property easement currently in place is being redrafted by the Town's attorney to include the rehab project components and allow us some flexibility for future improvements.
3. Ems is currently working with Kazmiere and associates on a new SCADA system that will allow for monitoring and communication with both of the city's tanks, the SCADA will assist the city as to when emergencies are happening and to aid in telling the pumps to run when they are needed. Currently Kazmeire is working with their integrator to set up the best system possible for the city.

BENEFITS OF SCADA:

1. Remote Access into the system, this will allow the operator to see what might be going on during a potential problem without having to make a sight visit (Pending the Immediate threat of losing water)
2. No more guessing on what timers to adjust to keep tanks full, this will allow the tanks and wells to talk with each other making things work in automatic and not hand. This will also help with water loss when the tanks are full and the timers are still telling the pumps to run.
3. Reduces the danger of having to climb tanks to check levels, the SCADA will constantly tell us the current elevations of the water tanks within the city.
4. The new chemicals needed for the disinfection of the city's water system will be in effect soon, Ems is currently using the final inventory that the city already had in stock. With all hope when the new chemicals are started this will allow for better concentration of the chemical use and lower cost overtime.
5. On 11/26/2019 Scott Porter of EMS made requested adjustments to the VFD's on the Hickory Nut water system to correct the recent water pressure issue that arose. From recent reports the residents now have water restored to a suitable water pressure, there were a total of 5 locations tested near the summit of Hickory Nut Mountain and all pressures at the water meters ranged between 48 and 52 PSI.
6. Ems together with Mrs. Linda have been working to get estimates on cleaning out the Cities 55k storage tank, since EMS has taken over the management of the water system there has been a lot of concern about the unsightly color of the water due to the high Iron content in the water. During a recent inspection after the tank levels dropped Ems discovered approximately 12" of Iron Sludge on the floor of the tank, when the well pump is called the incoming water disturbs the material on the bottom of the tank causing the colored water to enter the system. The tank per the EPD requirements needs to be pumped and cleaned out with proper

inspection documentation in place!

7. We are waiting for an updated inspection from the state to occur at any time, the inspection has sparked from the recent letter that was discovered while researching past information in the towns files to assist with documentation of the system. Ems found a letter from 2014 written to the city's mayor and Mr. Bill from the UGA Engineering department that stated "Unsafe Water" Scott Porter, Mike Sams, Bob Atkins (geologist), Brian Rhindt (engineer), Willard Ferguson (consultant) were all contacted to discuss; along with Mayor Dobbs contacting Rick Story (who was with UGA/Archway Program in 2014); conversations with EPD. The outcome was the system was "grandfathered in", UGA/Archway was told by the Town that we were to self-correct the issues that were indicated within the file. The current Status after the findings is that Ems has reviewed the situation, and still waiting on a site visit from EPD, EMS feels confident under their current management and corrections made to the system the town's drinking water is safe. Although the water has color and unsightly at times there are no immediate concerns of harm to the citizens of Tallulah Falls.
8. The Rehabbed Backwash filter is working great with no issues, the water is draining through the sand as designed and looks great.

November Police Report

The City of Clayton Police Department sponsored training during the month of November that I attended. Our part time officer Travis Gibson was the instructor of the training. Very proud to have such a talented individual on our team. There will be some upcoming training taught by Travis and will be hosted at the Interpretive center. Hope to have a great group of people attending from many surrounding agencies.

Assisted Tallulah Falls Middle school with traffic enforcement during some special events they had. Also have police presence from the Tallulah Falls Police Department for their basketball games and other events they have been hosting. Looking forward to upcoming meeting at the school to discuss safety for our kids and residence.

Attended GOHS meetings and attended the meeting at HEMC to welcome the new director of GOHS. GOHS is the Governors Office of Highway Safety. They will be placing the speed trailer in the city limits to assist with speeding vehicles. Currently working with one of the staff Ed Weaver to assist with a grant that pays half of a police officers salary. Hope to find out more so that we can get another officer to be able to work more traffic and reduce the issue of speeding vehicles in our city and assist with more patrol for our town. Call volume seemed to pick up some and will continue to climb closer to holidays.

Have been attending the Chief meetings that the surrounding chiefs have in Habersham county. Have been working with them and getting with Habersham dispatch in hopes to work together to resolve some issues with radio traffic and equipment. Hope to bring together the agencies and reunite to have a better work relationship with each other.

Safety Grant is completed and has been submitted. Was advised an email will be sent out in middle December of amount.

Tallah Falls Municipal Court

Citations By Offense Summary

11/01/2019 To 11/30/2019

Charge	Description	Written	Open	Prob	Disposed	Fines	Payments	Balance
UNK	UNKNOWN	2	2	0	0		0.00	
2414	Creating Hazardous Cond/Physically Offensive Cond	4	4	0	0	845.00	665.00	180.00
4018(h)(1)	CMV Driver Qualifications	1	1	0	0	35.00	0.00	35.00
405121	Driving w/Suspended License - 1st Offense	1	1	0	0	865.00	0.00	865.00
40529	No License on Person	1	1	0	0	10.00	0.00	10.00
40533	Failure to change name/addr on license w/in 60day	1	1	0	0	185.00	0.00	185.00
40616b	Move Over for Emergency Vehicles	1	1	0	0	500.00	0.00	500.00
406180	Too Fast for Conditions	8	8	0	0	1,720.00	0.00	1,720.00
406181	Speeding	80	78	0	2	14,865.00	1,615.00	13,175.00
406241c	Hands Free Device Required - 1st Offense	3	3	0	0	150.00	50.00	100.00
40648	Failure to Maintain Lane	1	1	0	0	155.00	0.00	155.00
408731	Window Tint	5	5	0	0	550.00	0.00	550.00
40876	Child Safety Seat 0-7 Years Old	1	1	0	0	50.00	0.00	50.00
408761	Seatbelt Violation Adult	3	3	0	0	45.00	0.00	45.00
	Grand Totals	112	110	0	2	\$19,975.00	\$2,330.00	\$17,570.00

Tallulah Falls Fire & Rescue: Monthly Report

November 2019 Training

Date	Type	Description	HRS
Monday, November 11, 2019	Rescue	Rope Technician - Basic Level 1	2
Monday, November 18, 2019	Fire	Electrical Emergencies	2
Friday, September 20, 2019	Officer Training	Training Officer Meeting and Training - Habersham	2
Monday, November 25, 2019	Extinguishers	Locate and ready all Town extinguishers for inspection	2
Total			8

November 2019 Incidents

Date	Nature of Call	Location	Jurisdiction
Friday, November 1, 2019	Medical	Tallulah Gorge State Park	State Park
Friday, November 1, 2019	Medical	Local Residence	Town
Saturday, November 2, 2019	Public Assist	Local Residence	Town
Saturday, November 2, 2019	Rescue	Tallulah Gorge State Park	State Park
Tuesday, November 5, 2019	Fire Alarm	Tallulah Falls School - Middle School Campus	Town
Thursday, November 7, 2019	Hazard Mitigation	Tallulah Gorge State Park	State Park
Thursday, November 7, 2019	Medical	Local Business	Town
Thursday, November 7, 2019	Medical	Local Residence	Town
Monday, November 11, 2019	MVA	GA 15 - South Bound near Victory Home	Habersham
Monday, November 11, 2019	Medical	Tallulah Falls School - Middle School Campus	Town
Monday, November 11, 2019	Public Assist	Local Residence	Town
Wednesday, November 13, 2019	Fire Alarm	Tallulah Falls School - Girl's Dorm	Town
Wednesday, November 13, 2019	Medical	Tallulah Gorge State Park	State Park
Wednesday, November 13, 2019	Fire Alarm	Tallulah Falls School - Middle School Campus	Town
Wednesday, November 13, 2019	Trauma	Tallulah Gorge State Park	State Park
Tuesday, November 26, 2019	Trauma	Tallulah Gorge State Park	State Park
Saturday, November 30, 2019	Elevator Emergency Activation	Tallulah Gorge State Park	State Park

TOTAL TOWN	9
TOTAL HABERSHAM	1
TOTAL RABUN	0
STATE PARK	7

OVERALL TOTAL 17

Purchase Request:

- Snow Plow attachment for F150 - Projected Cost \$1,800 to \$2,000

- Need: With recent changes in the Town's response structure, the Town's current response to a Snow Event will be to wait until a county road crew can arrive to clear snow from our roads at their convenience. Should certain medical emergencies occur (such as a heart attack, aneurism, or stroke), time will be of the essence for a more positive outcome. The Fire Department and EMS crews need to be able to respond as quickly as possible to these type of emergencies and cannot afford to be held up waiting for a road crew to arrive as well. Gorge View and Hickory Nut Mountain Road are of highest concern due to their steep grades and medical conditions of some of the residents in those areas. Y-Camp Road and Rock Mountain Road require our attention from time to time as well and for similar reasons.

- Solution: The Ford F150 pick up is four-wheel drive and has a receiver hitch already installed on its front which is capable of handling the proposed attachment. The plows being looked at are typically less than 300 lbs. which is well within the weight limits of the receiver and the truck's payload capabilities. By having the plow attached prior to a predicted snow event, the Fire Department would be able to clear a path should an emergency occur during the weather event and could help keep our response times down by taking on the responsibility of keeping certain side roads clear. The Town also has a spreader that can be attached to the rear receiver hitch and filled with a sand/salt combination to be used in conjunction with the plow attachment to aid in keeping roadways passable once cleared. We believe that the Counties would provide the sand/salt medium which could be hauled in the bed of the F150 for additional weight and ease of access during such weather events.

- Proposal: Since this equipment meets the requirements of being a capital outlay and is essentially for road maintenance, we propose that the Town use SPL/OST funds designated for Roads and Sidewalks for this purchase. (See attached document for bids)



DK2 Avalanche Universal Snow Plow Kit - 82in. x 19in. 2in. Receiver Mount, Model Number AVAL8219

by DK2

★★★★☆ - 4 ratings | 18 answered questions

Price: \$1,480.60 & FREE Shipping

Get \$100 off instantly: Pay \$1,380.60 ~~\$1,480.60~~ upon approval for the Amazon Prime Rewards Visa Card. No annual fee.

Note: Not eligible for Amazon Prime.

- Fits most light trucks and SUV s
- An electric winch lifts the blade, controlled from inside your warm vehicle for easy up and down
- Blade angles set and lock manually with a single lever lifting a pin to 3 blade locking positions:
- Flip down locking castors allow easy plow attachment, removal, and roll away storage just lower
- Warranty: 1 Year

Compare with similar items

New (9) from \$1,475.00 + FREE Shipping

Report incorrect product information.



15% off SuperHandy
An Amazon Exclusive Brand
Shop now



Detail K2 DK2 Avalanche Universal Snow Plow Kit - 88 X 26 for 2" Receiver Mount, AVAL8826

by Detail K2

Price: ~~\$1,916.53~~

Sale: \$1,753.81 & FREE Shipping

You Save: \$162.76 (9%)

Discount Provided by Amazon. Details

Get \$100 off instantly: Pay \$1,653.81 ~~\$1,753.81~~ upon approval for the Amazon Prime Rewards Visa Card. No annual fee.

Note: Not eligible for Amazon Prime.

- Fits most trucks and SUV s
- An electric winch lifts the blade, controlled from inside your warm vehicle for easy up and down
- Blade angles set and lock manually with a single lever (lifting a pin to 3 blade locking positions
- Warranty: 1 Year
- Fits 2" Front Mount Receiver (sold separately)
- See more product details

Compare with similar items

New (3) from \$1,799.00 + FREE Shipping

Report incorrect product information.



15% off SuperHandy
An Amazon Exclusive Brand
Shop now

Internet #202326221 Model # 25020



Home Plow by Meyer >

80 in. x 22 in. Residential Snow Plow with Patented Auto Angle Feature

★★★☆☆ (15) Write a Review Questions & Answers (7)

\$2,299.25

OR

\$96.00 per month* suggested payments with 24 months* financing on this \$2299.25 purchase*. VALID: 11/26/2018 - 12/4/2019

Apply for a Home Depot Consumer Card

Overview

The Home Plow by Meyer Hydraulically-Powered snow plow is perfect for clearing long driveways fast and easily. It quickly attaches to light pickups, SUVs and utility vehicles using a Class 3, 2 in. front receiver hitch (receiver hitch sold separa... See Full Description

Town Of Tallulah Falls
Balance Sheet
 As of November 30, 2019

	Nov 30, 19
ASSETS	
Current Assets	
Checking/Savings	
11.0000 · Petty Cash	100.05
11.1110 · Checking - General Fund UCB	194,788.83
11.1112 · Checking - Water Fund	62,245.56
11.1113 · Hotel Motel Tax Fund	1,480.16
11.1114 · Checking - Volunteer Fire Dept	13,580.48
11.1115 · Checking - Technology	5,293.03
11.1116 · Checking - Habersham SPLOST 6	49,850.45
11.1117 · Checking - Habersham SPLOST 4	7,878.56
11.1118 · Checking - Rabun SPLOST 13	76,684.92
11.1119 · Municipal Court Trust Fund	25,408.63
11.1360 · CD-2050 Oconee 06-23-20 WF	25,946.17
11.1380 · CD-0131 Oconee 03-19-20	27,257.55
11.1384 · CD-0128 Oconee 03-19-20	8,090.37
11.1385 · CD-0129 Oconee 03-19-20	100,094.18
11.1390 · CD-0130 Oconee 03-19-20	30,755.64
Total Checking/Savings	629,454.58
Accounts Receivable	
11.1500 · Property Tax Receivable 2018	242.23
11.1501 · Property Tax Receivable 2019	111,634.55
11.1900 · Accounts Receivable - Water	489.68
Total Accounts Receivable	112,366.46
Other Current Assets	
11.3100 · Due from other funds	36,285.17
12000 · Undeposited Funds	312.36
Total Other Current Assets	36,597.53
Total Current Assets	778,418.57
TOTAL ASSETS	778,418.57
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
12.1300 · Payroll Liabilities	
12.1350 · Insurance Payable - GMA	25.50
Total 12.1300 · Payroll Liabilities	25.50
12.1900 · Due to other funds	34,503.55
12.2600 · Deposits Payable	450.00
Total Other Current Liabilities	34,979.05
Total Current Liabilities	34,979.05
Total Liabilities	34,979.05
Equity	
13.4200 · Uncleared Transactions at O Bal	-61,903.04
13.4201 · Opening Balance Equity	704,910.49
Net Income	100,432.07
Total Equity	743,439.52
TOTAL LIABILITIES & EQUITY	778,418.57

Town Of Tallulah Falls

Profit & Loss Statement Budget vs. Actual

11/30/2019

General Fund Budget	Nov 2019	FY to date	Original Budget	Revised Budget	Remaining Budget	% of Budget
General Fund Revenues						
Revenues	52,581	112,116	313,000		200,884	36%
Grants	0	0	14,881		14,881	0%
Interfund Transfer In - Hotel/Motel	0	0	1,200		1,200	0%
Sale of Assets	0	0	10,000		10,000	0%
Use of Surplus	0	0	0		0	
Total Revenues & Other Sources	52,581	112,116	339,081	0	226,965	33%
General Fund Expenditures						
1100 Legislative	1,014	2,745	9,490		-2,745	29%
1300 Executive	501	1,464	8,330		-1,464	18%
1500 General Administration	14,131	64,218	138,809		-64,218	46%
2650 Municipal Court	2,591	8,125	19,450		-8,125	42%
3200 Police	8,982	41,016	105,006		-41,016	39%
3500 Fire	501	5,851	30,463		-5,851	19%
4200 Highways and Streets	1,132	6,958	27,533		-6,958	25%
Total Operating Expenditures	28,852	130,377	339,081		-130,377	38%
Interfund Transfer Out - Water						
Total Expenditures & Transfers	28,852	130,377	339,081	0	-130,377	38%
Total Current Profit/Loss General Fund	23,729	-18,261				

Capital Projects Budget	Nov 2019	FY to date	Original Budget	Revised Budget	Remaining Budget	% of Budget
Revenue Sources						
SPLOST	0	0	154,824	0	154,824	
LMIG (carry forward)	0	13,619	13,619		13,619	
Total Available Sources	0	13,619	168,443	0	168,443	
Expenditures						
Capital Outlay - Fire	0	0	13,800		13,800	0%
Capital Outlay - Police	0	0	5,000		5,000	0%
Capital Outlay - Parks/Rec	0	0	3,500		3,500	0%

** Kayak Storage Building	0	0			
Capital Outlay - Roads	0	0	48,484	48,484	0%
Capital Outlay - Building	0	1,659	4,000	2,341	41%
**Bunk Room Remodel (police)	0	942			
**Meeting Room Audio System	0	717			
Total Capital Improvements	0	22,117	74,784	0	73,201

Water Fund Budget

	Nov 2019	FY to date	Original Budget	Revised Budget	Remaining Budget	% of Budget
Water Fund Revenues						
Water Revenues	4,365	23,358	64,780		41,422	36%
ITAD Grant			0			
GIRMA Lightening Insurance Claim	20,695	28,845	0			
Interfund Transfer In - GF	0	0	0		0	0%
Total Revenues & Other Sources	25,060	52,203	64,780	0	41,422	81%
Water Fund Expenses						
Water Operations	7,003	69,096	64,780		-69,096	107%
Water Capital Outlay						
Capital Outlay - Water	0	20,458	93,659		73,201	22%
** 3" hydrant valve	0	2,000				
** Water Withdrawal Permit	0	189				
Emergency Water Repair	0	18,269		117,000	98,731	16%
** HNM Improvements (other)	0	3,998				
** Sand Filter Rebuild	0	9,271				
** 20,000-gallon tank	0	5,000				
Total Expenses	7,003	69,096	64,780	0	-69,096	107%
Total Current Profit/Loss Water Fund	18,057	-39,010	-74,784	0		

SPLOST FUNDS

	Original Budget	Revised Budget	Current FY	Previous Yrs.	Current Bal		
ROADS & BRIDGES/SPLOST IV							
SPLOST Revenue	64,411	64,411		64,411	0		
LMIG 2016	7,818	7,818		7,818	7,818		
Interest Revenue		5	5	55	60		
Total Available	72,230	72,235	5	72,285	7,878		
Capital Outlay - Water	19,086	15,094		15,094	0		
Capital Outlay - Roads	37,863	41,855		41,855	0		
Capital Outlay - Public Safety	7,462	7,462		7,462	0		
Capital Outlay - LMIG	7,818	7,818		7,818	7,818		
Total Projects	72,230	72,230	0	72,230	7,818		
Net Available					60		
SPLOST VI							
	Original Budget	Revised Budget	Current FY	Previous Yrs.	Transfer Projects	Current Bal	To Collect
SPLOST Revenue	271,740	271,740	20,541	179,608		48,612	71,591
Interest Revenue			44	1,195		1,239	0
Total SPLOST Available	271,740	271,740	20,585	180,803		49,851	71,591
Capital Outlay - Roads	25,000	25,000	0	0		25,000	
Capital Outlay - Public Safety	131,740	131,740	0	68,583		63,157	
Capital Outlay - Water	20,000	20,000	0	18,998		1,002	
Capital Outlay - Public Facilities	70,000	70,000	1,355	62,601		6,044	
Capital Outlay - Parks/Rec.	25,000	25,000	0	0		25,000	
Total Projects	271,740	271,740	1,355	150,182		120,203	
Net Available						-70,352	1,239
SPLOST XIII							
	Original Budget	Revised Budget	Current FY	Previous Yrs.	Transfer Projects	Current Bal	
SPLOST Revenue	200,000	200,000	0	200,000		74,906	
Interest Revenue			65	1,714		1,779	
Total SPLOST Available	200,000	200,000	65	201,714		76,685	
Capital Outlay - Roads	75,000	75,000	0	0		75,000	
Capital Outlay - Public Safety	45,000	37,394	0	37,394	-7,606	0	
Capital Outlay - Water	80,000	87,606	0	87,700	7,606	-94	
Total Projects	200,000	200,000	0	125,094		74,906	
Net Available						1,779	

Town Of Tallulah Falls GENERAL FUND REVENUE BUDGET OVERVIEW

July through November 2019

	Jul - Nov 19	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
31.0000 · Taxes				
31.1000 · General Property Taxes				
31.1100 · Real Property Current	20,636.67	123,900.00	-103,263.33	16.7%
31.1300 · Personal Property Current	127.10	400.00	-272.90	31.8%
31.1700 · Franchise Taxes				
31.1710 · Electric	0.00	23,000.00	-23,000.00	0.0%
31.1730 · Gas	0.00	235.00	-235.00	0.0%
31.1760 · Telephone	112.72	200.00	-87.28	56.4%
Total 31.1700 · Franchise Taxes	112.72	23,435.00	-23,322.28	0.5%
31.6200 · Insurance Premium Tax	12,714.51	12,000.00	714.51	106.0%
Total 31.1000 · General Property Taxes	33,591.00	159,735.00	-126,144.00	21.0%
31.1310 · Motor Vehicle	5,955.88	55,000.00	-49,044.12	10.8%
31.1340 · Intangible Tax	169.53	0.00	169.53	100.0%
31.9000 · Penalties and Interest	76.40	25.00	51.40	305.6%
Total 31.0000 · Taxes	39,792.81	214,760.00	-174,967.19	18.5%
31.4150 · Tourism	-250.00			
32.0000 · Licenses and Permits				
32.1000 · Business Licenses				
32.1200 · General Business License	100.00	1,100.00	-1,000.00	9.1%
32.1220 · Insurance (Occupational Lic)	0.00	1,000.00	-1,000.00	0.0%
32.1230 · Beer/Wine License	0.00	100.00	-100.00	0.0%
Total 32.1000 · Business Licenses	100.00	2,200.00	-2,100.00	4.5%
32.2000 · Non-Business Lic & Permits				
32.2200 · Building & Signs				
32.3100 · Building Permits	525.00	550.00	-25.00	95.5%
Total 32.2200 · Building & Signs	525.00	550.00	-25.00	95.5%
32.2210 · Zoning and Land Use Permits	500.00			
Total 32.2000 · Non-Business Lic & Permits	1,025.00	550.00	475.00	186.4%
Total 32.0000 · Licenses and Permits	1,125.00	2,750.00	-1,625.00	40.9%
33.4000 · Grants				
33.4120 · Other Grants	14,966.28	10,381.00	4,585.28	144.2%
33.6000 · Rabun County Grant (for FD)	0.00	4,500.00	-4,500.00	0.0%
Total 33.4000 · Grants	14,966.28	14,881.00	85.28	100.6%
35.0000 · Fines and Forfeitures				
35.1000 · Fines and Forfeitures	51,007.81	81,500.00	-30,492.19	62.6%
Total 35.0000 · Fines and Forfeitures	51,007.81	81,500.00	-30,492.19	62.6%
36.0000 · Investments				
36.1000 · Interest Revenues	171.15	800.00	-628.85	21.4%
Total 36.0000 · Investments	171.15	800.00	-628.85	21.4%
37.0000 · Contributions and Donations	511.00	4,000.00	-3,489.00	12.8%
38.0000 · Miscellaneous				
38.1000 · Rent	2,000.00	4,800.00	-2,800.00	41.7%
38.9000 · Other				
38.9200 · Reimbursement for Insurance	2,778.00	4,390.00	-1,612.00	63.3%
38.9000 · Other - Other	13.98	0.00	13.98	100.0%
Total 38.9000 · Other	2,791.98	4,390.00	-1,598.02	63.6%
Total 38.0000 · Miscellaneous	4,791.98	9,190.00	-4,398.02	52.1%
39.1002 · Interfund transfer in - H/M TF	0.00	1,200.00	-1,200.00	0.0%
39.2200 · Sale of Assets	0.00	10,000.00	-10,000.00	0.0%
Total Income	112,116.03	339,081.00	-226,964.97	33.1%
Gross Profit	112,116.03	339,081.00	-226,964.97	33.1%
Net Ordinary Income	112,116.03	339,081.00	-226,964.97	33.1%
Net Income	112,116.03	339,081.00	-226,964.97	33.1%

12/03/19

Town Of Tallulah Falls LEGISLATIVE BUDGET REPORT

July through November 2019

	Jul - Nov 19	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
51.0000 · Personal Svs. Salaries & Wages				
51.1110 · Elected Official Salary	871.58	3,600.00	-2,728.42	24.2%
Total 51.0000 · Personal Svs. Salaries & Wages	871.58	3,600.00	-2,728.42	24.2%
51.2000 · Employee Benefits				
51.2200 · Social Security	55.80	224.00	-168.20	24.9%
51.2300 · Medicare	13.04	53.00	-39.96	24.6%
51.2600 · Unemployment Insurance	3.60	23.00	-19.40	15.7%
Total 51.2000 · Employee Benefits	72.44	300.00	-227.56	24.1%
52.0000 · Purchased/Contracted Services				
52.3000 · Other Purchased Services				
52.3100 · Insurance other than WC/Health	448.80	650.00	-201.20	69.0%
52.3500 · Travel/Meals/Hotel	0.00	2,900.00	-2,900.00	0.0%
52.3700 · Education/Training	1,165.00	1,590.00	-425.00	73.3%
52.3900 · Other				
52.3910 · Software Subscriptions	187.50	450.00	-262.50	41.7%
Total 52.3900 · Other	187.50	450.00	-262.50	41.7%
Total 52.3000 · Other Purchased Services	1,801.30	5,590.00	-3,788.70	32.2%
Total 52.0000 · Purchased/Contracted Services	1,801.30	5,590.00	-3,788.70	32.2%
Total Expense	2,745.32	9,490.00	-6,744.68	28.9%
Net Ordinary Income	-2,745.32	-9,490.00	6,744.68	28.9%
Net Income	-2,745.32	-9,490.00	6,744.68	28.9%

12/03/19

Town Of Tallulah Falls EXECUTIVE BUDGET REPORT

July through November 2019

	Jul - Nov 19	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
51.0000 · Personal Svs. Salaries & Wages				
51.1110 · Elected Official Salary	375.00	1,500.00	-1,125.00	25.0%
Total 51.0000 · Personal Svs. Salaries & Wages	375.00	1,500.00	-1,125.00	25.0%
51.2000 · Employee Benefits				
51.2100 · Group Employee Insurance	44.30	215.00	-170.70	20.6%
51.2200 · Social Security	23.25	93.00	-69.75	25.0%
51.2300 · Medicare	5.44	22.00	-16.56	24.7%
51.2600 · Unemployment Insurance	1.50	10.00	-8.50	15.0%
Total 51.2000 · Employee Benefits	74.49	340.00	-265.51	21.9%
52.0000 · Purchased/Contracted Services				
52.1300 · Technical				
52.1310 · IT Services	450.00	1,080.00	-630.00	41.7%
Total 52.1300 · Technical	450.00	1,080.00	-630.00	41.7%
52.3000 · Other Purchased Services				
52.3100 · Insurance other than WC/Health	112.20	160.00	-47.80	70.1%
52.3500 · Travel/Meals/Hotel	0.00	2,815.00	-2,815.00	0.0%
52.3700 · Education/Training	390.00	2,185.00	-1,795.00	17.8%
52.3900 · Other				
52.3910 · Software Subscriptions	62.50	150.00	-87.50	41.7%
Total 52.3900 · Other	62.50	150.00	-87.50	41.7%
Total 52.3000 · Other Purchased Services	564.70	5,310.00	-4,745.30	10.6%
Total 52.0000 · Purchased/Contracted Services	1,014.70	6,390.00	-5,375.30	15.9%
53.0000 · Supplies				
53.1100 · General Supplies	0.00			
53.1300 · Food	0.00	100.00	-100.00	0.0%
Total 53.0000 · Supplies	0.00	100.00	-100.00	0.0%
Total Expense	1,464.19	8,330.00	-6,865.81	17.6%
Net Ordinary Income	-1,464.19	-8,330.00	6,865.81	17.6%
Net Income	-1,464.19	-8,330.00	6,865.81	17.6%

Town Of Tallulah Falls
ADMINISTRATION DEPARTMENT
 July through November 2019

	Jul - Nov 19	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
51.0000 · Personal Svs. Salaries & Wages				
51.1100 · Regular Employees	14,042.33	36,000.00	-21,957.67	39.0%
51.1200 · Temporary Employees	5,604.00			
Total 51.0000 · Personal Svs. Salaries & Wages	19,646.33	36,000.00	-16,353.67	54.6%
51.2000 · Employee Benefits				
51.2100 · Group Employee Insurance				
51.2101 · Cobra Insurance	3,480.00	4,176.00	-696.00	83.3%
51.2100 · Group Employee Insurance - Other	2,258.15	9,000.00	-6,741.85	25.1%
Total 51.2100 · Group Employee Insurance	5,738.15	13,176.00	-7,437.85	43.6%
51.2200 · Social Security	1,319.33	2,235.00	-915.67	59.0%
51.2300 · Medicare	300.81	525.00	-224.19	57.3%
51.2400 · Retirement contributions	500.00	1,200.00	-700.00	41.7%
51.2600 · Unemployment Insurance	22.43	50.00	-27.57	44.9%
51.2700 · Workers' Compensation	0.00	270.00	-270.00	0.0%
Total 51.2000 · Employee Benefits	7,880.72	17,456.00	-9,575.28	45.1%
52.0000 · Purchased/Contracted Services				
52.1000 · Professional Services				
52.1100 · Official/administrative				
52.1102 · Payroll/Administrative	903.25	2,100.00	-1,196.75	43.0%
Total 52.1100 · Official/administrative	903.25	2,100.00	-1,196.75	43.0%
52.1200 · Professional				
52.1210 · Auditor	90.00	5,000.00	-4,910.00	1.8%
52.1230 · Legal	13,230.38	18,000.00	-4,769.62	73.5%
Total 52.1200 · Professional	13,320.38	23,000.00	-9,679.62	57.9%
Total 52.1000 · Professional Services	14,223.63	25,100.00	-10,876.37	56.7%
52.1300 · Technical				
52.1301 · Safety	25.00			
52.1310 · IT Services	2,554.63	5,900.00	-3,345.37	43.3%
Total 52.1300 · Technical	2,579.63	5,900.00	-3,320.37	43.7%
52.2000 · Purchased-property services				
52.2100 · Cleaning services	1,000.00	2,400.00	-1,400.00	41.7%
52.2110 · Garbage Disposal	120.00	240.00	-120.00	50.0%
Total 52.2000 · Purchased-property services	1,120.00	2,640.00	-1,520.00	42.4%
52.2200 · Repairs & Maintenance				
52.2220 · Building	512.00	1,600.00	-1,088.00	32.0%
Total 52.2200 · Repairs & Maintenance	512.00	1,600.00	-1,088.00	32.0%
52.3000 · Other Purchased Services				
52.3100 · Insurance other than WC/Health	717.00	3,240.00	-2,523.00	22.1%
52.3200 · Communications				
52.3220 · Cell Phone (Verizon)	181.28	540.00	-358.72	33.6%
52.3265 · GOV domain & web hosting	0.00	500.00	-500.00	0.0%
52.3270 · Postage	120.75	500.00	-379.25	24.2%
52.3200 · Communications - Other	1,862.45	4,180.00	-2,317.55	44.6%
Total 52.3200 · Communications	2,164.48	5,720.00	-3,555.52	37.8%
52.3301 · Advertising	986.24	7,000.00	-6,013.76	14.1%
52.3400 · Printing and binding	100.00	500.00	-400.00	20.0%
52.3500 · Travel/Meals/Hotel	0.00	1,000.00	-1,000.00	0.0%
52.3600 · Dues/Fees	104.46	200.00	-95.54	52.2%
52.3700 · Education/Training	0.00	1,000.00	-1,000.00	0.0%
52.3850 · Contract Labor				
52.3870 · Elections / Poll Workers	2,121.94	4,445.00	-2,323.06	47.7%
52.3850 · Contract Labor - Other	0.00	637.50	-637.50	0.0%
Total 52.3850 · Contract Labor	2,121.94	5,082.50	-2,960.56	41.7%

Town Of Tallulah Falls
ADMINISTRATION DEPARTMENT
 July through November 2019

	<u>Jul - Nov 19</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
52.3900 · Other				
52.3910 · Software Subscriptions	300.00	3,800.00	-3,500.00	7.9%
Total 52.3900 · Other	<u>300.00</u>	<u>3,800.00</u>	<u>-3,500.00</u>	<u>7.9%</u>
Total 52.3000 · Other Purchased Services	6,494.12	27,542.50	-21,048.38	23.6%
Total 52.0000 · Purchased/Contracted Services	24,929.38	62,782.50	-37,853.12	39.7%
53.0000 · Supplies				
53.1100 · General Supplies	477.34	2,500.00	-2,022.66	19.1%
53.1200 · Energy				
53.1220 · Natural Gas	95.36	2,250.00	-2,154.64	4.2%
53.1230 · Electricity	1,743.38	6,698.00	-4,954.62	26.0%
Total 53.1200 · Energy	<u>1,838.74</u>	<u>8,948.00</u>	<u>-7,109.26</u>	<u>20.5%</u>
Total 53.0000 · Supplies	2,316.08	11,448.00	-9,131.92	20.2%
57.2000 · Payments to other agencies				
57.2020 · Economic Development	9,000.00	10,500.00	-1,500.00	85.7%
57.2000 · Payments to other agencies - Other	122.50	122.50	0.00	100.0%
Total 57.2000 · Payments to other agencies	<u>9,122.50</u>	<u>10,622.50</u>	<u>-1,500.00</u>	<u>85.9%</u>
58.000 · Miscellaneous Expense	<u>322.56</u>	<u>500.00</u>	<u>-177.44</u>	<u>64.5%</u>
Total Expense	<u>64,217.57</u>	<u>138,809.00</u>	<u>-74,591.43</u>	<u>46.3%</u>
Net Ordinary Income	<u>-64,217.57</u>	<u>-138,809.00</u>	<u>74,591.43</u>	<u>46.3%</u>
Net Income	<u>-64,217.57</u>	<u>-138,809.00</u>	<u>74,591.43</u>	<u>46.3%</u>

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Town Of Tallulah Falls
MUNICIPAL COURT BUDGET REPORT
 July through November 2019

	Jul - Nov 19	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
51.0000 · Personal Svs. Salaries & Wages				
51.1100 · Regular Employees	5,076.94	12,000.00	-6,923.06	42.3%
Total 51.0000 · Personal Svs. Salaries & Wages	5,076.94	12,000.00	-6,923.06	42.3%
51.2000 · Employee Benefits				
51.2100 · Group Employee Insurance	752.70	2,250.00	-1,497.30	33.5%
51.2200 · Social Security	313.06	745.00	-431.94	42.0%
51.2300 · Medicare	73.26	175.00	-101.74	41.9%
51.2600 · Unemployment Insurance	0.00	50.00	-50.00	0.0%
Total 51.2000 · Employee Benefits	1,139.02	3,220.00	-2,080.98	35.4%
52.0000 · Purchased/Contracted Services				
52.1000 · Professional Services				
52.1200 · Professional				
52.1250 · Judge	1,900.00	3,000.00	-1,100.00	63.3%
Total 52.1200 · Professional	1,900.00	3,000.00	-1,100.00	63.3%
Total 52.1000 · Professional Services	1,900.00	3,000.00	-1,100.00	63.3%
52.3000 · Other Purchased Services				
52.3500 · Travel/Meals/Hotel	0.00	500.00	-500.00	0.0%
52.3600 · Dues/Fees	9.20	30.00	-20.80	30.7%
52.3661 · Witness Fees	0.00	100.00	-100.00	0.0%
52.3670 · Interpreter	0.00	100.00	-100.00	0.0%
52.3700 · Education/Training	0.00	400.00	-400.00	0.0%
Total 52.3000 · Other Purchased Services	9.20	1,130.00	-1,120.80	0.8%
Total 52.0000 · Purchased/Contracted Services	1,909.20	4,130.00	-2,220.80	46.2%
53.0000 · Supplies				
53.1100 · General Supplies	0.00	100.00	-100.00	0.0%
Total 53.0000 · Supplies	0.00	100.00	-100.00	0.0%
Total Expense	8,125.16	19,450.00	-11,324.84	41.8%
Net Ordinary Income	-8,125.16	-19,450.00	11,324.84	41.8%
Net Income	-8,125.16	-19,450.00	11,324.84	41.8%

Town Of Tallulah Falls
POLICE BUDGET REPORT
 July through November 2019

	Jul - Nov 19	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
51.0000 · Personal Svs. Salaries & Wages				
51.1150 · Police Chief	16,923.06	40,000.00	-23,076.94	42.3%
51.1153 · Police - Part time	6,142.50	12,000.00	-5,857.50	51.2%
Total 51.0000 · Personal Svs. Salaries & Wages	23,065.56	52,000.00	-28,934.44	44.4%
51.2000 · Employee Benefits				
51.2100 · Group Employee Insurance	3,633.30	9,000.00	-5,366.70	40.4%
51.2200 · Social Security	1,416.07	2,480.00	-1,063.93	57.1%
51.2300 · Medicare	331.22	580.00	-248.78	57.1%
51.2400 · Retirement contributions	0.00	600.00	-600.00	0.0%
51.2410 · Retirement POAB	0.00	241.00	-241.00	0.0%
51.2600 · Unemployment Insurance	23.67	100.00	-76.33	23.7%
51.2700 · Workers' Compensation	0.00	6,085.00	-6,085.00	0.0%
Total 51.2000 · Employee Benefits	5,404.26	19,086.00	-13,681.74	28.3%
52.0000 · Purchased/Contracted Services				
52.1300 · Technical				
52.1301 · Safety	72.00			
52.1310 · IT Services	1,800.00	2,320.00	-520.00	77.6%
Total 52.1300 · Technical	1,872.00	2,320.00	-448.00	80.7%
52.2200 · Repairs & Maintenance				
52.2230 · Equipment	240.83	300.00	-59.17	80.3%
52.2250 · Vehicle	275.24	2,500.00	-2,224.76	11.0%
Total 52.2200 · Repairs & Maintenance	516.07	2,800.00	-2,283.93	18.4%
52.3000 · Other Purchased Services				
52.3100 · Insurance other than WC/Health	2,151.02	3,500.00	-1,348.98	61.5%
52.3200 · Communications				
52.3220 · Cell Phone (Verizon)	429.44	1,250.00	-820.56	34.4%
Total 52.3200 · Communications	429.44	1,250.00	-820.56	34.4%
52.3400 · Printing and binding	372.43	250.00	122.43	149.0%
52.3500 · Travel/Meals/Hotel	934.00	2,000.00	-1,066.00	46.7%
52.3600 · Dues/Fees	118.40	3,500.00	-3,381.60	3.4%
52.3700 · Education/Training	0.00	1,000.00	-1,000.00	0.0%
52.3900 · Other				
52.3910 · Software Subscriptions	62.50	2,000.00	-1,937.50	3.1%
Total 52.3900 · Other	62.50	2,000.00	-1,937.50	3.1%
Total 52.3000 · Other Purchased Services	4,067.79	13,500.00	-9,432.21	30.1%
Total 52.0000 · Purchased/Contracted Services	6,455.86	18,620.00	-12,164.14	34.7%
53.0000 · Supplies				
53.1100 · General Supplies				
53.1101 · Safety	0.00	3,000.00	-3,000.00	0.0%
53.1155 · Uniforms	464.63	1,700.00	-1,235.37	27.3%
53.1100 · General Supplies - Other	808.63	1,000.00	-191.37	80.9%
Total 53.1100 · General Supplies	1,273.26	5,700.00	-4,426.74	22.3%
53.1200 · Energy				
53.1270 · Gasoline/Diesel	2,260.09	7,000.00	-4,739.91	32.3%
Total 53.1200 · Energy	2,260.09	7,000.00	-4,739.91	32.3%
53.1300 · Food				
53.1800 · Community Benefits	300.00	300.00	0.00	100.0%
Total 53.1300 · Food	300.00	300.00	0.00	100.0%
53.1400 · Books/Periodicals	72.75	100.00	-27.25	72.8%
53.1600 · Small Equipment	2,184.33	2,200.00	-15.67	99.3%
Total 53.0000 · Supplies	6,090.43	15,300.00	-9,209.57	39.8%
Total Expense	41,016.11	105,006.00	-63,989.89	39.1%
Net Ordinary Income	-41,016.11	-105,006.00	63,989.89	39.1%
Net Income	-41,016.11	-105,006.00	63,989.89	39.1%

Town Of Tallulah Falls
FIRE DEPARTMENT
 July through November 2019

	Jul - Nov 19	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
51.0000 · Personal Svs. Salaries & Wages				
51.1200 · Temporary Employees	0.00	4,000.00	-4,000.00	0.0%
Total 51.0000 · Personal Svs. Salaries & Wages	0.00	4,000.00	-4,000.00	0.0%
51.2000 · Employee Benefits				
51.2700 · Workers' Compensation	0.00	483.00	-483.00	0.0%
Total 51.2000 · Employee Benefits	0.00	483.00	-483.00	0.0%
52.0000 · Purchased/Contracted Services				
52.1300 · Technical				
52.1301 · Safety	194.00	1,259.00	-1,065.00	15.4%
Total 52.1300 · Technical	194.00	1,259.00	-1,065.00	15.4%
52.2200 · Repairs & Maintenance				
52.2230 · Equipment	0.00	3,800.00	-3,800.00	0.0%
52.2250 · Vehicle	1,652.50	1,200.00	452.50	137.7%
Total 52.2200 · Repairs & Maintenance	1,652.50	5,000.00	-3,347.50	33.1%
52.3000 · Other Purchased Services				
52.3100 · Insurance other than WC/Health	3,657.06	4,950.00	-1,292.94	73.9%
52.3600 · Dues/Fees				
52.3610 · Fire/Other (Heavy Hwy User)	0.00	206.00	-206.00	0.0%
52.3600 · Dues/Fees - Other	0.00	2,056.00	-2,056.00	0.0%
Total 52.3600 · Dues/Fees	0.00	2,262.00	-2,262.00	0.0%
52.3700 · Education/Training	0.00	856.00	-856.00	0.0%
52.3900 · Other				
52.3910 · Software Subscriptions	50.00	120.00	-70.00	41.7%
Total 52.3900 · Other	50.00	120.00	-70.00	41.7%
Total 52.3000 · Other Purchased Services	3,707.06	8,188.00	-4,480.94	45.3%
Total 52.0000 · Purchased/Contracted Services	5,553.56	14,447.00	-8,893.44	38.4%
53.0000 · Supplies				
53.1100 · General Supplies				
53.1101 · Safety	73.00	2,950.00	-2,877.00	2.5%
53.1100 · General Supplies - Other	0.00	7,283.00	-7,283.00	0.0%
Total 53.1100 · General Supplies	73.00	10,233.00	-10,160.00	0.7%
53.1300 · Food	0.00	300.00	-300.00	0.0%
53.1600 · Small Equipment	224.00	1,000.00	-776.00	22.4%
Total 53.0000 · Supplies	297.00	11,533.00	-11,236.00	2.6%
Total Expense	5,850.56	30,463.00	-24,612.44	19.2%
Net Ordinary Income	-5,850.56	-30,463.00	24,612.44	19.2%
Net Income	-5,850.56	-30,463.00	24,612.44	19.2%

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Town Of Tallulah Falls
STREETS AND HIGHWAYS BUDGET REPORT
 July through November 2019

	Jul - Nov 19	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
52.0000 · Purchased/Contracted Services				
52.2000 · Purchased-property services				
52.2140 · Lawn Care (Mowing/Cleaning ROW)				
52.2150 · Tree Trimming	0.00	5,000.00	-5,000.00	0.0%
52.2140 · Lawn Care (Mowing/Cleaning ROW) - Other	4,800.00	14,400.00	-9,600.00	33.3%
Total 52.2140 · Lawn Care (Mowing/Cleaning ROW)	4,800.00	19,400.00	-14,600.00	24.7%
Total 52.2000 · Purchased-property services	4,800.00	19,400.00	-14,600.00	24.7%
52.2200 · Repairs & Maintenance				
52.2230 · Equipment	0.00	613.00	-613.00	0.0%
52.2240 · Roads/Streets	0.00	2,500.00	-2,500.00	0.0%
Total 52.2200 · Repairs & Maintenance	0.00	3,113.00	-3,113.00	0.0%
52.3000 · Other Purchased Services				
52.3100 · Insurance other than WC/Health	531.00	520.00	11.00	102.1%
Total 52.3000 · Other Purchased Services	531.00	520.00	11.00	102.1%
Total 52.0000 · Purchased/Contracted Services	5,331.00	23,033.00	-17,702.00	23.1%
53.0000 · Supplies				
53.1100 · General Supplies	293.96	500.00	-206.04	58.8%
53.1200 · Energy				
53.1230 · Electricity	1,333.50	4,000.00	-2,666.50	33.3%
Total 53.1200 · Energy	1,333.50	4,000.00	-2,666.50	33.3%
Total 53.0000 · Supplies	1,627.46	4,500.00	-2,872.54	36.2%
Total Expense	6,958.46	27,533.00	-20,574.54	25.3%
Net Ordinary Income	-6,958.46	-27,533.00	20,574.54	25.3%
Net Income	-6,958.46	-27,533.00	20,574.54	25.3%

Town Of Tallulah Falls
WATER FUND BUDGET OVERVIEW
 July through November 2019

	Jul - Nov 19	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
34.0000 · Charges for Service				
34.9900 · Late Fees	54.74	230.00	-175.26	23.8%
44.4000 · Utilities				
44.4200 · Connect/Reconnect Fees	1,500.00	1,500.00	0.00	100.0%
44.4210 · Water Sales	21,654.39	63,000.00	-41,345.61	34.4%
Total 44.4000 · Utilities	<u>23,154.39</u>	<u>64,500.00</u>	<u>-41,345.61</u>	<u>35.9%</u>
Total 34.0000 · Charges for Service	23,209.13	64,730.00	-41,520.87	35.9%
36.0000 · Investments				
36.1000 · Interest Revenues	78.55	50.00	28.55	157.1%
Total 36.0000 · Investments	78.55	50.00	28.55	157.1%
38.0000 · Miscellaneous	28,844.89			
54 · Returned Check Charges	70.00			
Total Income	<u>52,202.57</u>	<u>64,780.00</u>	<u>-12,577.43</u>	<u>80.6%</u>
Gross Profit	52,202.57	64,780.00	-12,577.43	80.6%
Expense				
51.0000 · Personal Svs. Salaries & Wages				
51.1100 · Regular Employees	3,692.32	12,000.00	-8,307.68	30.8%
51.1200 · Temporary Employees	48.00			
Total 51.0000 · Personal Svs. Salaries & Wages	3,740.32	12,000.00	-8,259.68	31.2%
51.2000 · Employee Benefits				
51.2100 · Group Employee Insurance	602.16	2,350.00	-1,747.84	25.6%
51.2200 · Social Security	230.66	745.00	-514.34	31.0%
51.2300 · Medicare	53.98	175.00	-121.02	30.8%
51.2600 · Unemployment Insurance	0.19	10.00	-9.81	1.9%
Total 51.2000 · Employee Benefits	886.99	3,280.00	-2,393.01	27.0%
52.0000 · Purchased/Contracted Services				
52.1000 · Professional Services				
52.1100 · Official/administrative	1,000.00			
52.1200 · Professional				
52.1210 · Auditor	0.00	1,000.00	-1,000.00	0.0%
52.1240 · Engineers/Architechs	0.00	2,400.00	-2,400.00	0.0%
52.1325 · Water Operator	6,950.00	15,000.00	-8,050.00	46.3%
52.1345 · Consultants/Planners	377.60	2,000.00	-1,622.40	18.9%
Total 52.1200 · Professional	<u>7,327.60</u>	<u>20,400.00</u>	<u>-13,072.40</u>	<u>35.9%</u>
Total 52.1000 · Professional Services	8,327.60	20,400.00	-12,072.40	40.8%
52.1300 · Technical				
52.1310 · IT Services	270.00			
52.1320 · Water Testing	975.00	930.00	45.00	104.8%
52.1300 · Technical - Other	90.00	1,070.00	-980.00	8.4%
Total 52.1300 · Technical	1,335.00	2,000.00	-665.00	66.8%
52.2200 · Repairs & Maintenance				
44.2200 · Water System Repairs	40,220.39	13,000.00	27,220.39	309.4%
52.2220 · Building	2,656.00			
Total 52.2200 · Repairs & Maintenance	42,876.39	13,000.00	29,876.39	329.8%
52.3000 · Other Purchased Services				
52.3100 · Insurance other than WC/Health	1,351.00	350.00	1,001.00	386.0%
52.3200 · Communications				
52.3270 · Postage	110.00	1,000.00	-890.00	11.0%
Total 52.3200 · Communications	110.00	1,000.00	-890.00	11.0%
52.3600 · Dues/Fees	285.00	2,450.00	-2,165.00	11.6%

Town Of Tallulah Falls
WATER FUND BUDGET OVERVIEW
 July through November 2019

	<u>Jul - Nov 19</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
52.3900 · Other				
52.3910 · Software Subscriptions	235.49			
Total 52.3900 · Other	<u>235.49</u>			
Total 52.3000 · Other Purchased Services	1,981.49	3,800.00	-1,818.51	52.1%
Total 52.0000 · Purchased/Contracted Services	54,520.48	39,200.00	15,320.48	139.1%
53.0000 · Supplies				
53.1100 · General Supplies				
53.1110 · Water System Chemicals	1,179.39	3,000.00	-1,820.61	39.3%
53.1100 · General Supplies - Other	1,725.87	1,000.00	725.87	172.6%
Total 53.1100 · General Supplies	<u>2,905.26</u>	4,000.00	-1,094.74	72.6%
53.1200 · Energy				
53.1230 · Electricity	4,649.88	6,000.00	-1,350.12	77.5%
Total 53.1200 · Energy	<u>4,649.88</u>	6,000.00	-1,350.12	77.5%
53.1500 · Supplies purchased for resale				
53.1510 · Water	855.30	0.00	855.30	100.0%
Total 53.1500 · Supplies purchased for resale	<u>855.30</u>	0.00	855.30	100.0%
53.1600 · Small Equipment	1,517.73	250.00	1,267.73	607.1%
Total 53.0000 · Supplies	<u>9,928.17</u>	10,250.00	-321.83	96.9%
69810 · Bank Service Charges	20.00	50.00	-30.00	40.0%
Total Expense	<u>69,095.96</u>	64,780.00	4,315.96	106.7%
Net Ordinary Income	<u>-16,893.39</u>	0.00	-16,893.39	100.0%
Net Income	<u>-16,893.39</u>	<u>0.00</u>	<u>-16,893.39</u>	<u>100.0%</u>

12/03/19

Town Of Tallulah Falls
CAPITAL PROJECTS BUDGET REPORT
 July through November 2019

	Jul - Nov 19	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
54.0001 · SPLOST DISTRIBUTIONS				
54.0002 · Roads and Bridges	0.00	48,484.00	-48,484.00	0.0%
54.0003 · Public Safety Equipment/Vehicle				
54.0013 · Police	0.00	5,000.00	-5,000.00	0.0%
54.0023 · Fire	0.00	13,800.00	-13,800.00	0.0%
Total 54.0003 · Public Safety Equipment/Vehicle	0.00	18,800.00	-18,800.00	0.0%
54.0004 · Water System Improvements	20,268.45	93,659.00	-73,390.55	21.6%
54.0005 · Public Facilities	1,659.01	4,000.00	-2,340.99	41.5%
54.0006 · Recreation/Park Improvements	0.00	3,500.00	-3,500.00	0.0%
Total 54.0001 · SPLOST DISTRIBUTIONS	21,927.46	168,443.00	-146,515.54	13.0%
Total Expense	21,927.46	168,443.00	-146,515.54	13.0%
Net Ordinary Income	-21,927.46	-168,443.00	146,515.54	13.0%
Net Income	-21,927.46	-168,443.00	146,515.54	13.0%

Town Of Tallulah Falls
Municipal Court Trust Fund Account
 July through November 2019

	<u>Municipal Court Trust Fund</u>	<u>TOTAL</u>
Ordinary Income/Expense		
Income		
35.0000 · Fines and Forfeitures		
35.1000 · Fines and Forfeitures	96,915.00	96,915.00
35.0000 · Fines and Forfeitures - Other	490.00	490.00
Total 35.0000 · Fines and Forfeitures	<u>97,405.00</u>	<u>97,405.00</u>
36.0000 · Investments		
36.1000 · Interest Revenues	1.26	1.26
Total 36.0000 · Investments	<u>1.26</u>	<u>1.26</u>
Total Income	<u>97,406.26</u>	<u>97,406.26</u>
Gross Profit	97,406.26	97,406.26
Expense		
52.0000 · Purchased/Contracted Services		
52.3000 · Other Purchased Services		
52.3652 · Peace Officer A/B	2,632.15	2,632.15
52.3653 · POPIDF-A	4,869.90	4,869.90
52.3654 · POPIDF-B	4,944.45	4,944.45
52.3655 · Victim's Assistance	2,464.96	2,464.96
52.3658 · Rabun Co. Jail	4,920.35	4,920.35
52.3662 · Driver's Ed	553.38	553.38
52.3665 · Tech Fund	6,098.00	6,098.00
52.3666 · City portion of fines	48,840.81	48,840.81
Total 52.3000 · Other Purchased Services	<u>75,324.00</u>	<u>75,324.00</u>
Total 52.0000 · Purchased/Contracted Services	<u>75,324.00</u>	<u>75,324.00</u>
53.0000 · Supplies		
53.1100 · General Supplies	224.63	224.63
Total 53.0000 · Supplies	<u>224.63</u>	<u>224.63</u>
Total Expense	<u>75,548.63</u>	<u>75,548.63</u>
Net Ordinary Income	<u>21,857.63</u>	<u>21,857.63</u>
Net Income	<u><u>21,857.63</u></u>	<u><u>21,857.63</u></u>

Town Of Tallulah Falls
Volunteer Fire Fund Account
July through November 2019

	<u>Volunteer Fire Department</u>	<u>TOTAL</u>
Ordinary Income/Expense		
Income		
36.0000 · Investments		
36.1000 · Interest Revenues	9.34	9.34
Total 36.0000 · Investments	9.34	9.34
Total Income	9.34	9.34
Gross Profit	9.34	9.34
Net Ordinary Income	9.34	9.34
Net Income	<u>9.34</u>	<u>9.34</u>

Town Of Tallulah Falls
Technology Fund Account
 July through November 2019

	Technology	TOTAL
Ordinary Income/Expense		
Income		
34.0000 · Charges for Service		
34.1100 · Court Costs, Fees and Charges	6,186.00	6,186.00
Total 34.0000 · Charges for Service	6,186.00	6,186.00
35.0000 · Fines and Forfeitures		
35.1000 · Fines and Forfeitures	0.00	0.00
Total 35.0000 · Fines and Forfeitures	0.00	0.00
36.0000 · Investments		
36.1000 · Interest Revenues	3.48	3.48
Total 36.0000 · Investments	3.48	3.48
Total Income	6,189.48	6,189.48
Gross Profit	6,189.48	6,189.48
Expense		
52.0000 · Purchased/Contracted Services		
52.1300 · Technical	1,928.88	1,928.88
52.3000 · Other Purchased Services		
52.3900 · Other		
52.3910 · Software Subscriptions	1,999.00	1,999.00
Total 52.3900 · Other	1,999.00	1,999.00
Total 52.3000 · Other Purchased Services	1,999.00	1,999.00
Total 52.0000 · Purchased/Contracted Services	3,927.88	3,927.88
53.0000 · Supplies		
53.1100 · General Supplies	41.53	41.53
Total 53.0000 · Supplies	41.53	41.53
58.000 · Miscellaneous Expense	0.00	0.00
Total Expense	3,969.41	3,969.41
Net Ordinary Income	2,220.07	2,220.07
Net Income	2,220.07	2,220.07

Town Of Tallulah Falls
Hotel Motel Tax Fund Account
 July through November 2019

	<u>Hotel Motel Tax Fund</u>	<u>TOTAL</u>
Ordinary Income/Expense		
Income		
31.0000 · Taxes		
31.1000 · General Property Taxes		
31.4100 · Hotel/Motel Tax	1,566.78	1,566.78
Total 31.1000 · General Property Taxes	<u>1,566.78</u>	<u>1,566.78</u>
Total 31.0000 · Taxes	1,566.78	1,566.78
36.0000 · Investments		
36.1000 · Interest Revenues	0.04	0.04
Total 36.0000 · Investments	<u>0.04</u>	<u>0.04</u>
Total Income	<u>1,566.82</u>	<u>1,566.82</u>
Gross Profit	1,566.82	1,566.82
Expense		
52.0000 · Purchased/Contracted Services		
52.3000 · Other Purchased Services		
52.3600 · Dues/Fees	0.00	0.00
Total 52.3000 · Other Purchased Services	<u>0.00</u>	<u>0.00</u>
Total 52.0000 · Purchased/Contracted Services	0.00	0.00
53.0000 · Supplies		
53.1100 · General Supplies	86.66	86.66
Total 53.0000 · Supplies	<u>86.66</u>	<u>86.66</u>
Total Expense	<u>86.66</u>	<u>86.66</u>
Net Ordinary Income	<u>1,480.16</u>	<u>1,480.16</u>
Net Income	<u><u>1,480.16</u></u>	<u><u>1,480.16</u></u>

ORDINANCE NO. _____

TO AMEND APPENDIX A OF THE TOWN OF TALLULAH FALLS CODE OF ORDINANCES ENTITLED “ZONING” TO ALLOW CAMPING IN CERTAIN ZONING DISTRICTS; TO PROVIDE FOR CODIFICATION; TO REPEAL CONFLICTING PROVISIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the Town of Tallulah Falls is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the Mayor and Council wish to amend the Zoning Ordinance to allow camping in certain designated areas;

**NOW, THEREFORE, THE COUNCIL OF THE TOWN OF TALLULAH FALLS
HEREBY ORDAINS AS FOLLOWS:**

SECTION 1. Article III of the Zoning Ordinance for the Town of Tallulah Falls Georgia is hereby amended by adding the following definitions:

Camping: means to place, pitch, or occupy camp facilities for overnight use, including recreational vehicles; to live temporarily in a camp facility or outdoors; or to use camp paraphernalia for the purpose of temporary human habitation.

Camping equipment: includes, but is not limited to, tents, huts, vehicles, recreational vehicles, vehicle camping outfits, or temporary shelter.

Camping accessories: includes, but is not limited to, bedrolls, tarpaulins, cots, beds, sleeping bags and similar equipment.

SECTION 2. Articles VII, IX, X, XII, of the Zoning Ordinances for the Town of Tallulah Falls Georgia is hereby amended by adding the following use under Sections 702 (R-1), 904 (PUD), 1002 (BD) and 1203 (A):

Camping, provided that such activity is limited to personal use of camping equipment, camping accessories, or both, on private property by the property owner or by others with the property owner’s permission and without the exchange of any form of compensation or remuneration. Camping as a permitted use hereunder shall not exceed seven consecutive days in duration or occur more than four times per calendar year. A minimum of 14 days is required between each camping period. Property on which camping is permitted shall be maintained in a clean and sanitary manner. All other uses or activities related to camping shall comply with all other provisions of the Town of Tallulah Falls Code of Ordinances or State law.

SECTION 3. Repeal of Conflicting Provision. Except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4. Effective Date. This ordinance shall become effective immediately upon its adoption by the Mayor and Council of the Town of Tallulah Falls.

SO ORDAINED this _____ day of _____, 2019.

TERI DOBBS, Mayor

ATTEST:

APPROVED AS TO FORM:

LINDA LAPEYROUSE, Town Clerk
(Seal)

WARREN TILLERY, Town Attorney

November 15, 2019

The Honorable Teri Dobbs
Mayor, Town of Tallulah Falls
Post Office Box 56
Tallulah Falls, Georgia 30573-0056

Dear Mayor Dobbs:

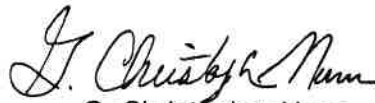
It is my pleasure to inform you that the Town of Tallulah Falls' application for funds under the Community Development Block Grant, Immediate Threat and Danger Program (IT&D), has been approved in the amount of \$28,845. This sum will assist with pump station repairs as proposed in the Town's application.

Enclosed please find the Statement of Award, General Conditions and Budget Summary which have been made a part of the approved grant. You should particularly note the conditions which must be addressed prior to acceptance of the grant, implementation and payment. The award package should be completely reviewed, executed and returned to the Department of Community Affairs within 30 days.

Payment under the grant will be made through automatic deposit. We ask the Town complete the enclosed form designating a depository (FDIC insured lending institution) for funds and return it with a voided check. Generally, IT&D funds are reimbursed to the Town based on full compliance with grant conditions following completion of the project and full payment(s) to the contractor. If you need draw down privileges, however, please advise us in writing.

If you have any questions regarding this award, please do not hesitate to contact Mr. Brent Allen at (404) 217-0733.

Sincerely,



G. Christopher Nunn
Commissioner

GCN/jb
Enclosures

cc: U. S. Senator Johnny Isakson
U. S. Senator David Perdue
U. S. Representative Doug Collins
Senator John Wilkinson
Representative Matt Gurtler
Patti Polk, Tallulah Falls Town Clerk
Laurin Yoder, Georgia Mountains RC
Kathy Papa, DCA (via email)

Georgia Department of
COMMUNITY AFFAIRS
60 Executive Park South, N.E.
Atlanta, Georgia 30329-2231

STATEMENT OF CDBG AWARD

GEORGIA COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM

Recipient: Tallahassee, City of CDBG Funds: \$28,845.00
Date of Award: 11/15/2019 Grant Period: From 11/15/2019 To 11/15/2020
Program Title: CDBG Program Category: Immediate Threat & Danger
Grant Number: 19I-x-068-2-6100

Award is hereby made in the amount and for the period shown above under the Housing and Community Development Act of 1974, as amended, to the above mentioned recipient, in accordance with the plan set forth in the application of the above mentioned recipient and subject to any attached revisions or special conditions.

This award is subject to all applicable rules, regulations, and conditions as prescribed by the Department of Community Affairs' CDBG Non-entitlement Program Regulations, its Applicants' Manual and Recipients' Manual as well as the Uniform Administration Requirements (2 CFR Part 200), the U.S. Department of Housing and Urban Development's Community Development Block Grant: State's Program Final Rule (24 CFR Part 570) and Environmental Review Procedures for Title I Community Development Block Grant Program (24 CFR Part 58). It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of the Housing and Community Development Act of 1974, as amended.

This grant shall become effective on the beginning date of the grant period (above), provided that within thirty (30) days of the award execution date (below) the properly executed original of the "Statement of CDBG Award" and any attached properly executed revisions and special condition statements are returned to the Georgia Department of Community Affairs.

- This award is subject to revisions. (attached)
 This award is subject to special conditions. (attached)

DEPARTMENT OF COMMUNITY AFFAIRS


Commissioner

11/15/2019

Date Executed

I, Teri Dobbs, acting under my authority to contract on behalf of the recipient, hereby signify acceptance for the recipient of the above described grant on the terms and conditions stated above or incorporated by reference therein.

Date of Acceptance: 12-05-19 _____

Chief Elected Official

Mayor
Title (typed)

**GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS (DCA)
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
STATEMENT OF GENERAL CONDITIONS**

Recipient: Town of Tallulah Falls
Grant No: 19i-x-068-2-6100

1. This award is subject to final audit by DCA. The Recipient is responsible for maintaining adequate records and documentation, both financial and programmatic. **All grant funds are reimbursable by draw down following the DCA audit at the time of completion.** All program records are subject to review by the Department of Community Affairs and or representatives of the Department of Housing and Urban Development. This grant may be subject to the audit requirements of OMB Circular A-133, if total annual federal expenditures (from all sources) exceed the OMB A-133 threshold of \$750,000.
2. The Recipient agrees that should any new or additional requirements become applicable (including record keeping and reporting requirements), as a result of directives by the Department of Housing and Urban Development (HUD), that it will take all steps necessary to bring its program into compliance.
3. The Recipient must document compliance with **federal labor standards** and **environmental laws** and regulations.
4. The Recipient agrees and certifies that construction plans and specifications have been approved by DNR, if applicable.
5. If project serves to improve existing or construct new water or waste water facilities, **Recipient certifies that it will comply** with the provisions of the Georgia Water Conservation Act (O.C.G.A. 8-2-1 et. seq.). This law requires local government adoption and enforcement of regulations governing the installation of low-flow plumbing fixtures.
6. The Recipient agrees and certifies that for all activities and endeavors carried out in concert with CDBG monies, the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated will be strictly adhered to and followed.
7. Environmental Review Requirement: No project expenditures may be incurred or any CDBG funds drawn down for any activity (other than for grant administration, design activities and other exempt activities) prior to receipt of an environmental clearance letter releasing funds. This may be obtained by completing an environmental review of each project as described in Chapter 2 of the Recipients' Manual.
8. If applicable, the Recipient certifies that it will comply with all requirements of the Georgia State Minimum Standard Codes for Construction.
9. The Department of Community Affairs reserves the right to cancel the Grant Award at the end of the initial Grant Award time period (Initial expiration date) if sufficient progress is not being made toward completion of the project. Under certain circumstances, the Grant Award may be canceled prior to the initial expiration date if it becomes apparent to DCA that the Recipient has not initiated the administrative activities necessary to allow the project to proceed.
10. If applicable, Recipient certifies that it will not use CDBG funds to pay for water or sewer connections/improvements on private property unless Recipient has verified that beneficiaries of such connections/improvements are low- to moderate-income.

**GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS (DCA)
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
STATEMENT OF GENERAL CONDITIONS**

Recipient: Town of Tallulah Falls
Grant No: 19i-x-068-2-6100

11. Recipient agrees to maintain proper and accurate books, records and accounts reflecting its administration of the CDBG Program and its compliance with applicable laws, regulations, and the Recipient's Manual. Said books, records and accounts shall be separate from any general accounting records which the Recipient may maintain in connection with the Recipient's general business activities. Recipient agrees that DCA, the State of Georgia Inspector General, HUD, the HUD Inspector General, the Comptroller General of the United States, or any of their authorized representatives, shall have access to any and all said books, records and accounts of Recipient for any purpose authorized under law or regulation.
12. The recipient certifies that it will provide the balance of funding needed to cover all non-CDBG project costs and any cost overruns incurred.
13. The Recipient, by signing these Conditions, is certifying that it will comply with the requirements of O.C.G.A. 50-36-1 entitled "Verification of Lawful Presence Within United States" and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. Section 1621, or for federal public benefits, defined in U.S.C. Section 1611, that is administered by an agency or a political subdivision of this state.
14. The Recipient, by signing these conditions, is certifying that it will comply with the requirements of O.C.G.A. 13-10-90 entitled "Security and Immigration Compliance" This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees. For more information, including a link to the Homeland Security website and the I-9 Form requirements for all new employees, see the DCA CDBG Manuals and Forms Page at: <http://www.dca.ga.gov/communities/CDBG/programs/CDBGforms.asp>.
15. In addition to meeting Section 3 requirements as required by law and regulation (see Housing and Urban Development (HUD) Act of 1968 and implementing regulations at 24 CFR 135), the Recipient agrees to meet all requirements as stated in the Georgia Department of Community Affairs Section 3 Policy.

I certify that I am authorized by the Town of Tallulah Falls to accept these conditions:

Chief Elected Official:

Attest:

12-5-19

Signature/Date
Type Name and Title here:
Teri Dobbs, Mayor

12-5-19

Signature/Date
Type Name and Title: (Town seal)
Linda Lapeyrouse, Clerk

**GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS (DCA)
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
STATEMENT OF SPECIAL CONDITIONS**

Recipient: Town of Tallulah Falls
Grant No: 19i-x-068-2-6100

1. Within sixty (60) days of the Community Development Block Grant (CDBG) award, and prior to funds being released, the CDBG award Recipient must develop, officially adopt, and submit for DCA's approval a Language Access Plan (LAP).
2. If the Recipient does not proceed with the additional work proposed, ITAD reimbursement is limited to 50% of the eligible costs or \$14,422.

Certification

I certify that I am authorized by the Town of Tallulah Falls to accept this condition:

Chief Elected Official:

Attest:

Signature/Date

12-5-19

Type Name and Title here:

Teri Dobbs, Mayor

Signature/Date

12-5-19

Type Name and Title: (Town seal)

Linda Lapeyrouse, Clerk

Date Application Received: October 7, 2019
Date Application Finalized: October 22, 2019
Applicant: Tallulah Falls
Proposed Activity: Pump station repair
DUNS#: 026655704
SAM: Expires 10/09/2020
QLG: Verified compliant
Service Delivery Act: Verified compliant
State Audit Act: Verified compliant
GOMI/RLGF: Verified compliant

Part I: Staff Review

The Town of Tallulah Falls (the Applicant) is an eligible CDBG ITAD applicant. Funds requested appear to be proposed for eligible activities as specified in the Department of Community Affairs' Program Regulations dated March 29, 1982, as amended, Section 105 9(a) of the Housing and Community Development Act of 1974, as amended, and HUD regulations for the State CDBG Program 24 CFR Part 570.483.

Expenses are as follows:

1. Pump station repairs	\$ 136,945.00
Total:	\$ 136,945.00

Proposed funding:

1. CDBG IT&D	\$ 50,000.00
2. Applicant	\$ 86,945.00
Total:	\$ 136,945.00

Recommended funding:

1. CDBG IT&D	\$ 28,845.00
2. Applicant	\$ 108,100.00
Total:	\$ 136,945.00

The Applicant submitted a request for funding assistance regarding repairs to the Hickory Nut Mountain pump station serving the 60 residents of the Town of Tallulah Falls. The Applicant has two water systems which serve 170 residents, including the 60 residents on the Hickory Nut Mountain upper system and the 110 residents on the Tallulah Lake lower system. There is a 600-foot elevation difference between the upper and lower system, requiring a mid-level holding tank and pumping system to move water from the lower system to the upper system.

During a storm on July 5, 2019, lightning struck this booster pump station and caused the variable frequency drives (VFDs) to fail and lose communication with the motors which help pump water up to the Town's twenty-eight (28) customers (approximately 60 residents) on Hickory Nut Mountain. When the VFDs failed, the pumps and motors shut down, and the required water pressure could not be maintained to those customers on the mountain. As a result, these 60 residents were without water for over a week while repairs were made to the pump station in order to bring it back online. The Town provided residents with bottled water during this time frame. Fire service was also impacted due to the lack of water to the hydrants on the mountain, which, should there have been a fire emergency, would have exposed the Town to liability.

Repairs on the Hickory Nut Mountain pump station were completed by August 1, 2019. The Town has already expended \$28,845 in initial parts, repairs and services to get the booster system back up and running in the immediate aftermath of the disaster. These expenses include electricians and mechanics attempting to find the source of the failure; discovery of the problem required new VFDs to be ordered; the installation of the new VFDs; and monitoring and testing of the water to ensure proper water pressure had been restored and the water was safe to drink.

To permanently fix the system, the project requires a new duplex pumping skid be installed in the same building as the existing booster station. It will also include a new 10,000-gallon tank to replace the existing mid-level holding tank which feeds the pumps; miscellaneous valves, piping, insulation, etc.; and a SCADA communication system; as well as engineering, surveying and geotechnical, and inspections services. All work is anticipated to be completed inside existing easements and rights-of-way. The total cost of the permanent repairs is \$108,100.

Invoice documentation for work completed by Environmental Management Services, Inc. and copies of checks from the Town evidencing payment were provided for review in the application. The invoicing shows the total repair cost was \$28,845. The Applicant is requesting \$50,000 or the maximum eligible ITAD amount. The remaining costs would be the responsibility of the Applicant. Typical ITAD assistance is 50% of the proposed cost, up to \$50,000. However, since the ITAD program is not allowed to pay for preventative work, the maximum eligible amount is the \$28,845 for the emergency repairs.

The Applicant's most recently available Financial Report for the period ending June 30, 2018 was reviewed. The Applicant had a General Fund balance of **\$387,761**. The total revenue for the general municipal operations was **\$393,350** and expenditures were **\$281,115**, with transfers of **(\$57,840)**, creating a net *revenue* of **\$54,395**. The Water and Sewer Department's Operation and Maintenance account had a balance of **\$459,534**. The total operating revenue from water charges was **\$27,678**. The net operating expenses were **\$127,991** with a nonoperating expense of **(\$169)** and transfers in of **\$142,382**. Net revenue for the water utility were **\$42,238**. The FY18 operating ratio is 22 percent. An

operating ratio below 100 percent indicates revenues are not sufficient to cover routine expenses. The coverage ratio for FY18 is 462 percent. A coverage ratio above 100 percent generally indicates the municipality does have capacity to finance additional debt. However, it appears this coverage ratio was only possible due to the transfer in of additional funds and is not an accurate representation of the capacity to finance additional debt. (For the detailed analysis, please reference the Applicant's infrastructure analysis).

Part II: Staff analysis

The review criteria for immediate threat and danger grants include:

- the circumstances are particularly urgent and unique;
- the condition must be of recent origin or have recently become urgent (recent origin is defined as a condition which developed or has become critical within 18 months of application);
- the conditions pose a serious and immediate threat to health or welfare of the community; and
- other financial resources are not available to meet the described needs.

Based on the four review criteria, the Applicant does meet the requirements of the Immediate Threat and Danger Program as the documentation provided does evidence an immediate need. The ITAD program's limited funding is designed to respond to immediate threats to public health and safety when financial resources are not available.

Criterion: The circumstances are particularly urgent and unique. The narrative indicates the pump station was struck by lightning and the repairs to the pump station caused the residents of Hickory Nut Mountain to be without water for 10 days. Since the system is an elevated system and the only pump station providing water to the residents was shut down due to a lightning strike, the circumstances do appear urgent and unique enough to indicate an immediate threat. Criterion **met**.

Criterion: The condition must be of recent origin or have recently become urgent. The lightning strike knocked out the pump station operations on July 5, 2019. Since the issues with the pump station occurred within 18 months of the receipt of the application, the condition appears to be of recent origin. Criterion **met**.

Criterion: The conditions pose a serious and immediate threat to health or welfare. The application materials indicate the residents of Hickory Nut Mountain were without water for 10 days and the Applicant was supplying the 60 residents with bottled water during this time period. Since the Applicant has experienced a period of time where it was unable to meet the needs of the current water customers, the conditions do appear to pose a serious and immediate threat to the health or welfare of the community. Criterion **met**.

Criterion: Other financial resources are not available. Regarding the last program criterion, the most recent available debt coverage ratio for the Applicant is 462 percent, though this is only due to transfers in of additional funds. The review also takes note of the Applicant's net loss for water and sewer utility operations of **(\$100,144)**, prior to the transfer in of **\$142,382**. The current coverage ratio in relation to the net revenues show the Applicant does have sufficient financial capacity to take on additional debt or otherwise finance the repairs. Criterion **met**.

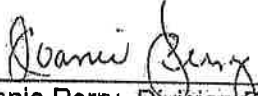
The failure of the Hickory Nut Mountain water system is an issue of recent origin and the Applicant does not have financial resources available to fund the repairs without ITAD assistance, as demonstrated through the infrastructure analysis. Additionally, it did appear to pose a serious and immediate health risk to the residents the town of Tallulah Falls given the 60 residents were without water for 10 days. While the Applicant requested additional funding, HUD guidance clearly states activities designated solely to prevent a serious health or welfare threat from developing in the future will not qualify under the urgent need national objective. Because ITAD regulations require all ITAD review criteria be met in order to qualify under this national objective and the review panel has scored all four (4) of the four (4) criteria as met, the review panel recommendation is for approval.

RECOMMENDATION ON THE FOLLOWING PAGE

Part III: Recommendation

The Town of Tallulah Falls' request for assistance, benefitting the Applicant with funds for well repair costs, is recommended for approval.
Pump station

Recommend for **approval**, as submitted by the review staff:



Joanie Perry, Division Director
Community Finance Division

10-31-19

Date

Recommend for **approval**, as submitted by the review staff:



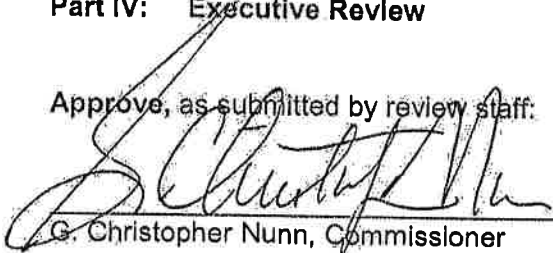
Rusty Haygood, Deputy Commissioner of
Community Development and Finance

11/4/19

Date

Part IV: Executive Review

Approve, as submitted by review staff:



G. Christopher Nunn, Commissioner

11-15-19

Date

Budget Summary

Recipient: Town of Tallulah Falls
Grant No: 19i-x-068-2-6100

The Town is advised the IT&D program will assist with \$28,845 maximum toward the cost of pump station repairs. The Town's budget is as follows:

	<u>Expenses</u>	<u>Sources & Revenue</u>	
		<u>CDBG/ITD</u>	<u>Town</u>
Pump station repair	\$136,945.00	\$ 28,845.00	\$108,100.00
Totals:	<u>\$136,945.00</u>	<u>\$ 28,845.00</u>	<u>\$108,100.00</u>

All CDBG/ITD funds are to be drawn down under budget code **P-03J-01**.

Language Access Plan (LAP)

Town of Tallulah Falls

CDBG-ITAD Project

Hickory Nut Mountain Emergency Repairs

Adopted: _____



255 Main Street, PO Box 56

Tallulah Falls, GA 30573

(706) 754-6040

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I. GENERAL INFORMATION

Prepared By: Laurin Yoder, Project Manager
Georgia Mountains Regional Commission
P.O. Box 1720
Gainesville, GA 30503
(770) 538-2613
lyoder@gmrc.ga.gov

List of Current Applicable Funded Grants/Programs (to be automatically amended as projects are funded):

1. **Grantee:** Town of Tallulah Falls, GA
2. **CDBG Grant Number:** 19i-x-068-2-6100
CDBG – Immediate Threat and Danger Program
3. **Target Area:** Hickory Nut Mountain, Town of Tallulah Falls, GA 30573 (0.0% LEP)

This *Language Access Plan* (LAP) has been prepared to address the Town of Tallulah Falls' responsibilities as a recipient of federal financial assistance from the Georgia Department of Community Affairs' (DCA) programs and grants funded by the U.S. Department of Housing and Urban Development (HUD) as they relate to the needs of individuals with limited English language skills. This plan has been prepared to ensure compliance with HUD's guidance and Title VI of the Civil Rights Act of 1964 and its implementing regulations. Under HUD's guidance, the Town of Tallulah Falls must take reasonable steps to ensure meaningful access to their programs and activities by persons with Limited English Proficiency (LEP).

Executive Order 13166, titled *Improving Access to Services for Persons with Limited English Proficiency*, indicates that differing treatment based upon a person's inability to speak, read, write or to understand English is a type of national origin discrimination. It directs each agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies which receive federal funds, including the Town of Tallulah Falls.

The Town of Tallulah Falls has developed this LAP to help identify reasonable steps for providing language assistance to persons with LEP who wish to access services provided through programs funded by DCA/HUD. As defined by Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write, or understand English. This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and how to notify LEP persons that assistance is available.

In order to prepare this plan, the Town of Tallulah Falls used HUD's four-factor LEP analysis which considers the following factors:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the community improvement;
2. The frequency with which LEP individuals come in contact with HUD funded programs;
3. The nature and importance of the HUD funded programs and services provided by the Town of Tallulah Falls to the LEP population; and
4. The resources available to the Town of Tallulah Falls and the overall cost to provide LEP assistance.

SAFE HARBORS

In accordance with HUD Safe Harbors for LEP, the Town of Tallulah Falls will translate written HUD related project documents for groups that are at least 5% of the population eligible (and more than 50 persons) or 1,000 persons, whichever is less. If there are fewer than 50 persons in a language group that reaches the 5% trigger, the Town of Tallulah Falls will not translate the vital HUD related written materials, but will provide written notice in the primary language of the LEP group of the right to receive competent oral interpretation of those written materials, free of cost.

The size of the language group determines the recommended provision for written language assistance.

Size of Language Group	Recommended Provision of Written Language Assistance
1,000 or more in the eligible population	Translated vital documents
More than 5% of the eligible population or beneficiaries and more than 50 in number	Translated vital documents
More than 5% of the eligible population or beneficiaries and 50 or less in number	Translated written notice of right to receive free oral interpretation of documents.
5% or less of the eligible population or beneficiaries and less than 1,000 in number	No written translation is required.

II. MEANINGFUL ACCESS: FOUR FACTOR ANALYSIS

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the programs.

The Town of Tallulah Falls reviewed the 2013-2017 American Community Survey 5-year estimates (Table S1601: *Language Spoken at Home by Ability to Speak English for the Population 5 Years and Over*) and determined that of the population of 75 persons over 5 years of age, 5 persons in the Town of Tallulah Falls (6.7% of the eligible population) speak a language other than English. The breakout of the numbers (including those who speak only English) can be found in Table 1 below: **See Appendix 2 of this Plan for ACS Estimates.***

Table 1. Languages Spoken at Home in the Town of Tallulah Falls

Language Spoken*	# of Residents Over 5 Years Of Age (% of Eligible Population)*	Speaks English Less than “Very Well” (% of Eligible Population)*
English	70 (93.3%)	N/A
Spanish	5 (6.7%)	0 (0.0%)
Total	75 (100.0%)	0 (0.0%)

Source: 2013-2017 American Community Survey Estimates, Table S1601

The data above demonstrates that the number of Spanish LEP persons does not meet the threshold described above in the “Safe Harbors” section of this document for translating vital documents or translated written notice of right to receive oral interpretation of documents. Oral interpretation services are available for clients upon request.

2. The frequency with which LEP individuals encounter HUD funded programs and services.

The Town of Tallulah Falls reviewed the frequency with which staff have, or could have, contact with LEP persons. This includes phone inquiries or office visits, as well as public hearings and regular daily interactions with residents. As of this writing, the Town of Tallulah Falls has had no requests for interpreters and no requests for translated program documents.

A review of the residents that are within the Hickory Nut Mountain project target area reveals zero (0) LEP individuals. Town staff reached out and spoke to the sixty (60) residents of Hickory Nut Mountain in July 2019 as a result of the emergency situation that resulted in the disruption of water service to their homes. At that time, all 60 residents spoke and understood English very well and did not request interpretation or translation services.

Frequency of Interaction: As required

For Project Award and Activities:

- A. When notifying the public about the grant award and ongoing activities
- B. When working with residents selected for assistance
- C. When seeking qualified contractors
- D. When notifying the public about the grant award closeout and its accomplishments

3. The nature and importance of the programs, activities, or services provided by the Town of Tallulah Falls to the LEP population.

The Town of Tallulah Falls is committed to ensure access to safe, sanitary and reliable water to its residents. The Town’s population (100%) speaks English. Other than English-speaking individuals, the Town’s staff is most likely to encounter Spanish speaking LEP individuals through office visits and phone conversations. Upon client request, the Town of Tallulah Falls

will provide oral interpreters using bi-lingual employees or a qualified contract interpreter such as Language Line.

Nature of the Program(s): The Town of Tallulah Falls has been awarded CDBG-Immediate Threat and Danger funds for emergency repairs to its Hickory Nut Mountain water service pump station.

Importance of the Program: Denial or delay of access to services or information would not have serious or life-threatening implications for the LEP individual.

4. The resources available to the Town of Tallulah Falls and overall cost to provide LEP assistance.

The Town of Tallulah Falls reviewed its available resources that could be used for providing LEP assistance, including which of its documents would be most valuable to be translated if the need should arise. Due to the Town's limited resources and the number of LEP individuals (zero-0), the Town has not committed any resources to interpretation or translation services. However, an "I Speak" card/poster will be made available to determine needed language translations. A notice (see below) will be posted in all ads for DCA/HUD funded programs regarding who to contact should language assistance be needed. Finally, if language translation is needed, it will be provided through available bi-lingual staff and/or the Language Line (706-637-8629) for which the Town of Tallulah Falls would pay a fee.

III. LANGUAGE ASSISTANCE

A person who does not speak English as their primary language and has a limited ability to read, write, speak, or understand English may be a Limited English Proficient person and may be entitled to language assistance with respect to DCA/HUD funded services. Language assistance can include interpretation, including oral or spoken transfer of a message from one language into another and/or translation, the written transfer of a message from one language into another.

The individual in the Town of Tallulah Falls responsible for coordination of LEP compliance is:

Linda Lapeyrouse, Town Clerk
Town of Tallulah Falls
P.O. Box 56
Tallulah Falls, GA 30573
(706) 754-6040
clerk@tallulahfallsga.gov

How Town staff may identify an LEP person who needs language assistance:

- Post notice of LEP Plan and the availability of interpretation services free of charge in languages LEP persons would understand;

- Add statement (see below) to public meeting and event notices concerning Georgia DCA/HUD programs;
- All Town staff will be informally surveyed periodically on their experience concerning any contacts with LEP persons during the previous year;
- When Town staff conducts a Public Hearing, an informational meeting, or event, a staff person may greet participants as they arrive. By informally engaging participants in conversation it is possible to gauge each attendee's ability to speak and understand English. Although translation may not be able to be provided at the event (unless previously requested), it will help identify the need for future events; and
- Language Identification Cards/Poster will be used as necessary to determine a client's language needs.

Language Assistance Measures – Although there are no LEP households in the Town of Tallulah Falls, that is, persons who speak English “not well” or “not at all,” the Town will strive to offer the following measures:

1. The Town will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating in English.
2. The following resources will be available to accommodate LEP persons:
 - a. Interpreters for the Spanish language, if available, will be provided within a reasonable time period; or
 - b. The Town will use in-house bi-lingual staff and/or the Language Line service upon client request for interpretation, if the need arises.
3. Language Identification Cards/Posters will be used as necessary to determine a client's language needs.
4. The following statement will be added to public meeting and event notices concerning Georgia DCA/HUD programs:

“Persons with special needs relating to handicapped accessibility or foreign language should contact Linda Lapeyrouse, Town Clerk, at 706-754-6040 a minimum of 5 business days prior to the meeting. This person is located at the Town Hall, 255 Main St., Tallulah Falls, GA 30573, and is available between the hours of 9:00 a.m. to 4:00 p.m., Monday through Thursday, except holidays. Persons with hearing disabilities may consider using the Georgia Relay Service, at (TDD) 1-800-255-0056 or (Voice) 1-800-255-0135.”

IV. STAFF TRAINING

The following training will be provided to all Town of Tallulah Falls staff:

- Information on Title VI policy and LEP responsibilities;

- Description of language assistance services offered to the public;
- Documentation of language assistance requests when they occur; and
- How to handle a potential Title VI/LEP complaint

V. TRANSLATION OF DOCUMENTS

The Town of Tallulah Falls weighed the cost and benefits of translating documents for potential LEP groups. There are two (2) service sectors with which a Spanish-speaking citizen will most likely use the Town's services.

1. Hispanic citizens wishing to utilize Town utilities such as water.
2. Hispanic citizens wishing to obtain an occupational certificate (business license).

Due to the infrequency of the encounters with LEP individuals, the Town of Tallulah Falls written materials are English-only. Any request for the language translation of the documents will be reviewed and accommodated if the accommodation is reasonable and necessary. Considering the expense of translating the documents, the likelihood of frequent changes in documents and other relevant factors; there are currently no documents that require translation.

Due to the relatively small local LEP population, the Town of Tallulah Falls does not have a formal outreach procedure in place at this time. Translation resources have been identified. When and if the need arises for LEP outreach, the Town of Tallulah Falls will consider the following option:

1. When staff prepares a document or schedules a meeting for which the target audience is expected to include LEP individuals, then relevant documents, meeting notices, flyers, and agendas will be printed in an alternative language based on the known LEP population, if requested.

VI. MONITORING AND UPDATING THE LAP

The Town of Tallulah Falls will update the LAP as required. At a minimum, the plan will be reviewed and updated every five years using American Factfinder for census information, when a new HUD funded project is approved, or when it is clear that higher concentrations of LEP individuals are present in the Town of Tallulah Falls. Updates will include the following:

- The number of documented LEP persons encountered annually;
- How the needs of LEP persons have been addressed;
- Determination of the current LEP population in the service area;
- Determination as to whether the need for translation services has changed;
- Determine whether local language assistance programs have been effective and sufficient to meet the need;

- Determine whether the Town of Tallulah Falls' financial resources are sufficient to fund language assistance resources needed;
- Determine whether the Town of Tallulah Falls fully complies with the goals of this LAP; and
- Determine whether complaints have been received concerning the Town's failure to meet the needs of LEP individuals.

VII. DISSEMINATION OF THE TALLULAH FALLS LAP

The LAP will be on the Town of Tallulah Falls' official website and provided to anyone requesting the information.

VIII. RECORDS

The Town of Tallulah Falls will maintain records in the Town Clerk's office regarding its efforts to comply with Title VI LEP obligations. These records will be reviewed periodically and open to the public in an effort to improve service.

IX. COMPLAINTS/FINDINGS

Any person who believes they have been denied the benefits of this LAP or that the Town of Tallulah Falls has not complied with Title VI of the Civil Rights Act of 1964, U.S.C. 2000(d) and Executive Order 13166 regulations may file a complaint with the Town's LAP Coordinator. The Town LAP Coordinator may be the first point of contact for any complaints or appeals, but the DCA LAP Coordinator must be informed of all complaints and appeals. The LAP Coordinator will provide oversight of the complaint/appeal resolution process. To file a complaint, submit the written complaint to:

Linda Lapeyrouse, Town Clerk
Town of Tallulah Falls
P.O. Box 56
Tallulah Falls, GA 30573
(706) 754-6040
clerk@tallulahfallsga.gov

Or

DCA 504 Coordinator
60 Executive Park South, N.E.
Atlanta, GA 30329-2231
fairhousing@dca.ga.gov

X. AVAILABLE FEDERAL LEP RESOURCES

U.S. Department of Housing and Urban Development (HUD) LEP Website:

https://www.hud.gov/program_offices/fair_housing_equal_opp/limited_english_proficiency_0

Federal LEP Website

<http://www.lep.gov>

LEP and Title VI Videos

<http://www.lep.gov/video/video.html>

“I Speak” Cards

<http://www.lep.gov/ISpeakCards2004.pdf>

APPENDICES

1. "I SPEAK" CARDS

2. S1601 – American Community Survey (ACS) 2013-2017 Estimates – Language Spoken at Home by Ability to Speak English for the Population 5 years and over

B16001 – American Community Survey (ACS) 2011-2015 Estimates – Language Spoken at Home by Ability to Speak English for the Population 5 years and over

APPENDIX 1

"I SPEAK" CARDS

LANGUAGE IDENTIFICATION FLASHCARD

- | | |
|--|------------------------|
| <input type="checkbox"/> ضع علامة في هذا المربع إذا كنت تقرأ أو تتحدث العربية. | 1. Arabic |
| <input type="checkbox"/> խոսողո՞ւմ ե՞ս, ք՞նչ ու՞ղով կատարե՞ք այս քառակուսում, եթե խոսում կամ կարդում եք հայերեն: | 2. Armenian |
| <input type="checkbox"/> যদি আপনি বাংলা পড়েন বা বলেন তা হলে এই বাক্সে দাগ দিন। | 3. Bengali |
| <input type="checkbox"/> ល្អបញ្ជាក់ក្នុងប្រអប់នេះ បើអ្នកអាន ឬនិយាយភាសា ខ្មែរ ។ | 4. Cambodian |
| <input type="checkbox"/> Motka i kahhon ya yangin ûntûngnu' manaitai pat ûntûngnu' kumentos Chamorro. | 5. Chamorro |
| <input type="checkbox"/> 如果你能读中文或讲中文，请选择此框。 | 6. Simplified Chinese |
| <input type="checkbox"/> 如果你能讀中文或講中文，請選擇此框。 | 7. Traditional Chinese |
| <input type="checkbox"/> Označite ovaj kvadratić ako čitate ili govorite hrvatski jezik. | 8. Croatian |
| <input type="checkbox"/> Zaškrtněte tuto kolonku, pokud čtete a hovoříte česky. | 9. Czech |
| <input type="checkbox"/> Kruis dit vakje aan als u Nederlands kunt lezen of spreken. | 10. Dutch |
| <input type="checkbox"/> Mark this box if you read or speak English. | 11. English |
| <input type="checkbox"/> اگر خواندن و نوشتن فارسي بلد هستيد، اين مربع را علامت بنيد. | 12. Farsi |

- | | | |
|--------------------------|--|--------------------|
| <input type="checkbox"/> | Cocher ici si vous lisez ou parlez le français. | 13. French |
| <input type="checkbox"/> | Kreuzen Sie dieses Kästchen an, wenn Sie Deutsch lesen oder sprechen. | 14. German |
| <input type="checkbox"/> | Σημειώστε αυτό το πλαίσιο αν διαβάζετε ή μιλάτε Ελληνικά. | 15. Greek |
| <input type="checkbox"/> | Make kazyè sa a si ou li oswa ou pale kreyòl ayisyen. | 16. Haitian Creole |
| <input type="checkbox"/> | अगर आप हिन्दी बोलते या पढ़ सकते हैं तो इस बक्स पर चिह्न लगाएँ। | 17. Hindi |
| <input type="checkbox"/> | Kos lub voj no yog koj paub twm thiab hais lus Hmoob. | 18. Hmong |
| <input type="checkbox"/> | Jelölje meg ezt a kockát, ha megérti vagy beszél a magyar nyelvet. | 19. Hungarian |
| <input type="checkbox"/> | Markaam daytoy nga kahon no makabasa wenno makasaoka iti Ilocano. | 20. Ilocano |
| <input type="checkbox"/> | Marchi questa casella se legge o parla italiano. | 21. Italian |
| <input type="checkbox"/> | 日本語を読んだり、話せる場合はここに印を付けてください。 | 22. Japanese |
| <input type="checkbox"/> | 한국어를 읽거나 말할 수 있으면 이 칸에 표시하십시오. | 23. Korean |
| <input type="checkbox"/> | ໃຫ້ໝາຍໃສ່ຊ່ອງນີ້ ຖ້າທ່ານອ່ານຫຼືປາກພາສາລາວ. | 24. Laotian |
| <input type="checkbox"/> | Prosimy o zaznaczenie tego kwadratu, jeżeli posługuje się Pan/Pani językiem polskim. | 25. Polish |

<input type="checkbox"/>	Assinale este quadrado se você lê ou fala português.	26. Portuguese
<input type="checkbox"/>	Însemnați această căsuță dacă citiți sau vorbiți românește.	27. Romanian
<input type="checkbox"/>	Пометьте этот квадратик, если вы читаете или говорите по-русски.	28. Russian
<input type="checkbox"/>	Обележите овај квадратић уколико читате или говорите српски језик.	29. Serbian
<input type="checkbox"/>	Označte tento štvorček, ak viete čítať alebo hovoriť po slovensky.	30. Slovak
<input type="checkbox"/>	Marque esta casilla si lee o habla español.	31. Spanish
<input type="checkbox"/>	Markahan itong kuwadrado kung kayo ay marunong magbasa o magsalita ng Tagalog.	32. Tagalog
<input type="checkbox"/>	ให้กาเครื่องหมายลงในช่องดำท่านอ่านหรือพูดภาษาไทย.	33. Thai
<input type="checkbox"/>	Maaka 'i he puha ni kapau 'oku ke lau pe lea fakatonga.	34. Tongan
<input type="checkbox"/>	Відмітьте цю клітинку, якщо ви читаете або говорите українською мовою.	35. Ukrainian
<input type="checkbox"/>	اگر آپ اردو پڑھتے یا بولتے ہیں تو اس خانے میں نشان لگائیں۔	36. Urdu
<input type="checkbox"/>	Xin đánh dấu vào ô này nếu quý vị biết đọc và nói được Việt Ngữ.	37. Vietnamese
<input type="checkbox"/>	באצייכנט דעם קעסטל אויב איר לייענט אדער רעדט אידיש.	38. Yiddish

APPENDIX 2

S1601 – American Community Survey (ACS) 2013-2017 Estimates – Language Spoken at Home by Ability to Speak English for the Population 5 years and over

B16001 – American Community Survey (ACS) 2011-2015 Estimates – Language Spoken at Home by Ability to Speak English for the Population 5 years and over



S1601

LANGUAGE SPOKEN AT HOME

2013-2017 American Community Survey 5-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Technical Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.

Subject	Tallulah Falls town, Georgia				
	Total		Percent		Percent of specified language speakers Speak English only or speak English "very well" Estimate
	Estimate	Margin of Error	Estimate	Margin of Error	
Population 5 years and over	75	+/-60	(X)	(X)	75
Speak only English	70	+/-59	93.3%	+/-10.8	(X)
Speak a language other than English	5	+/-8	6.7%	+/-10.8	5
SPEAK A LANGUAGE OTHER THAN ENGLISH					
Spanish	5	+/-8	6.7%	+/-10.8	5
5 to 17 years old	0	+/-13	0.0%	+/-36.7	0
18 to 64 years old	5	+/-8	6.7%	+/-10.8	5
65 years old and over	0	+/-13	0.0%	+/-36.7	0
Other Indo-European languages	0	+/-13	0.0%	+/-36.7	0
5 to 17 years old	0	+/-13	0.0%	+/-36.7	0
18 to 64 years old	0	+/-13	0.0%	+/-36.7	0
65 years old and over	0	+/-13	0.0%	+/-36.7	0
Asian and Pacific Island languages	0	+/-13	0.0%	+/-36.7	0
5 to 17 years old	0	+/-13	0.0%	+/-36.7	0
18 to 64 years old	0	+/-13	0.0%	+/-36.7	0
65 years old and over	0	+/-13	0.0%	+/-36.7	0
Other languages	0	+/-13	0.0%	+/-36.7	0
5 to 17 years old	0	+/-13	0.0%	+/-36.7	0
18 to 64 years old	0	+/-13	0.0%	+/-36.7	0
65 years old and over	0	+/-13	0.0%	+/-36.7	0
CITIZENS 18 YEARS AND OVER					
All citizens 18 years old and over	75	+/-60	(X)	(X)	75
Speak only English	70	+/-59	93.3%	+/-10.8	(X)
Speak a language other than English	5	+/-8	6.7%	+/-10.8	5
Spanish	5	+/-8	6.7%	+/-10.8	5
Other languages	0	+/-13	0.0%	+/-36.7	0

Subject	Tallulah Falls town, Georgia				
	Percent of specified language speakers				
	Speak English only or speak English "very well"	Percent speak English only or speak English "very well"		Speak English less than "very well"	
		Margin of Error	Estimate	Margin of Error	Estimate
Population 5 years and over	+/-60	100.0%	+/-36.7	0	+/-13
Speak only English	(X)	(X)	(X)	(X)	(X)
Speak a language other than English	+/-8	100.0%	+/-100.0	0	+/-13
SPEAK A LANGUAGE OTHER THAN ENGLISH					
Spanish	+/-8	100.0%	+/-100.0	0	+/-13
5 to 17 years old	+/-13	-	**	0	+/-13
18 to 64 years old	+/-8	100.0%	+/-100.0	0	+/-13
65 years old and over	+/-13	-	**	0	+/-13
Other Indo-European languages	+/-13	-	**	0	+/-13
5 to 17 years old	+/-13	-	**	0	+/-13
18 to 64 years old	+/-13	-	**	0	+/-13
65 years old and over	+/-13	-	**	0	+/-13
Asian and Pacific Island languages	+/-13	-	**	0	+/-13
5 to 17 years old	+/-13	-	**	0	+/-13
18 to 64 years old	+/-13	-	**	0	+/-13
65 years old and over	+/-13	-	**	0	+/-13
Other languages	+/-13	-	**	0	+/-13
5 to 17 years old	+/-13	-	**	0	+/-13
18 to 64 years old	+/-13	-	**	0	+/-13
65 years old and over	+/-13	-	**	0	+/-13
CITIZENS 18 YEARS AND OVER					
All citizens 18 years old and over	+/-60	100.0%	+/-36.7	0	+/-13
Speak only English	(X)	(X)	(X)	(X)	(X)
Speak a language other than English	+/-8	100.0%	+/-100.0	0	+/-13
Spanish	+/-8	100.0%	+/-100.0	0	+/-13
Other languages	+/-13	-	**	0	+/-13

Subject	Tallulah Falls town, Georgia	
	Percent of specified language speakers	
	Percent speak English less than "very well"	
	Estimate	Margin of Error
Population 5 years and over	0.0%	+/-36.7
Speak only English	(X)	(X)
Speak a language other than English	0.0%	+/-100.0
SPEAK A LANGUAGE OTHER THAN ENGLISH		
Spanish	0.0%	+/-100.0
5 to 17 years old	-	**
18 to 64 years old	0.0%	+/-100.0
65 years old and over	-	**
Other Indo-European languages	-	**
5 to 17 years old	-	**
18 to 64 years old	-	**
65 years old and over	-	**
Asian and Pacific Island languages	-	**
5 to 17 years old	-	**
18 to 64 years old	-	**
65 years old and over	-	**
Other languages	-	**
5 to 17 years old	-	**
18 to 64 years old	-	**
65 years old and over	-	**
CITIZENS 18 YEARS AND OVER		
All citizens 18 years old and over	0.0%	+/-36.7
Speak only English	(X)	(X)
Speak a language other than English	0.0%	+/-100.0
Spanish	0.0%	+/-100.0
Other languages	-	**

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

Methodological changes to data collection in 2013 may have affected language data for 2013. Users should be aware of these changes when using 2013 data or multi-year data containing data from 2013. For more information, see: Language User Note.

While the 2013-2017 American Community Survey (ACS) data generally reflect the February 2013 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

Explanation of Symbols:

1. An "****" entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
2. An "-" entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
3. An "-|" following a median estimate means the median falls in the lowest interval of an open-ended distribution.
4. An "|+" following a median estimate means the median falls in the upper interval of an open-ended distribution.
5. An "****" entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-



B16001

LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POPULATION 5 YEARS AND OVER

Universe: Population 5 years and over
2011-2015 American Community Survey 5-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Tell us what you think. Provide feedback to help make American Community Survey data more useful for you.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

	Tallulah Falls town, Georgia	
	Estimate	Margin of Error
Total:	90	+/-54
Speak only English	90	+/-54
Spanish or Spanish Creole:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
French (incl. Patois, Cajun):	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
French Creole:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
Italian:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
Portuguese or Portuguese Creole:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
German:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
Yiddish:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
Other West Germanic languages:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
Scandinavian languages:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
Greek:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13

	Tallulah Falls town, Georgia	
	Estimate	Margin of Error
Russian:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
Polish:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
Serbo-Croatian:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
Other Slavic languages:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
Armenian:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
Persian:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
Gujarati:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
Hindi:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
Urdu:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
Other Indic languages:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
Other Indo-European languages:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
Chinese:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
Japanese:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
Korean:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
Mon-Khmer, Cambodian:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
Hmong:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
Thai:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
Laotian:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
Vietnamese:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
Other Asian languages:	0	+/-13
Speak English "very well"	0	+/-13

	Tallulah Falls town, Georgia	
	Estimate	Margin of Error
Speak English less than "very well"	0	+/-13
Tagalog:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
Other Pacific Island languages:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
Navajo:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
Other Native North American languages:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
Hungarian:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
Arabic:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
Hebrew:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
African languages:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13
Other and unspecified languages:	0	+/-13
Speak English "very well"	0	+/-13
Speak English less than "very well"	0	+/-13

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

Methodological changes to data collection in 2013 may have affected language data for 2013. Users should be aware of these changes when using multi-year data containing data from 2013. For more information, see: Language User Note.

While the 2011-2015 American Community Survey (ACS) data generally reflect the February 2013 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2011-2015 American Community Survey 5-Year Estimates

Explanation of Symbols:

1. An "***" entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
2. An '-' entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
3. An '-' following a median estimate means the median falls in the lowest interval of an open-ended distribution.
4. An '+' following a median estimate means the median falls in the upper interval of an open-ended distribution.
5. An "***" entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
6. An "*****" entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.