



Lumpkin County, Georgia

Finance Department

Date: April 27, 2015

Agenda Item: Dahlonega Women's Club Donation

Item Description: Donation of furniture and accessories for The Community House Parlor

Facts & Historical Information:

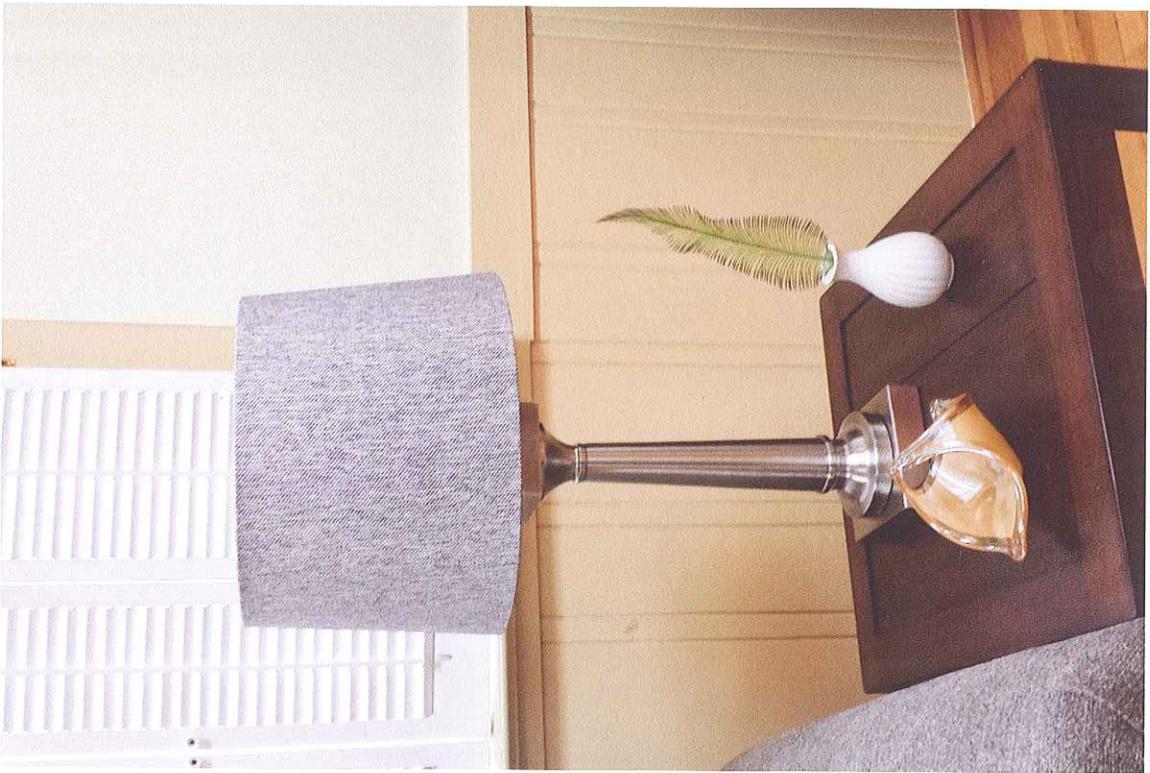
The Dahlonega Women's Club approached staff several months ago about refurbishing the parlor at The Community House. The room had become dated and many of the furnishing that had been donated originally had exceeded their useful life. The inmate crew was used to clean and paint the parlor in a neutral color. The Women's Club purchased furniture, accessories, and provided labor and materials to re-cover some exiting pieces of furniture. All of this was done through their efforts with no impact to the County's operating budget. Photos of the completed work have been included for review. The project is now complete and a grand re-opening has been scheduled for May 7th. Per the policy adopted by the Board of Commissioners in 2011, Resolution 2011-16, this item has come to the Board for consideration.

Budget Impact: None

Operational Impact: None

Recommendation: Staff recommendation is to accept the donation as submitted. The photos and information have been provided to Risk Management for inclusion in insurance files.









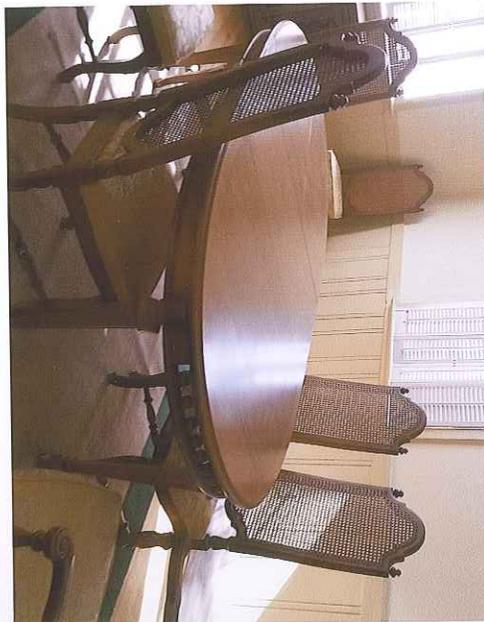
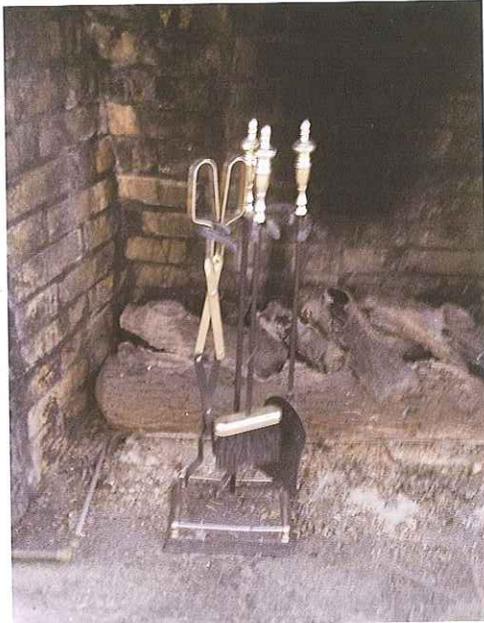


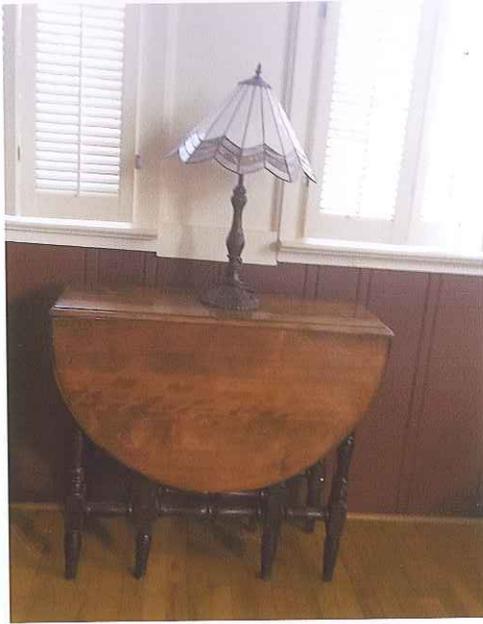


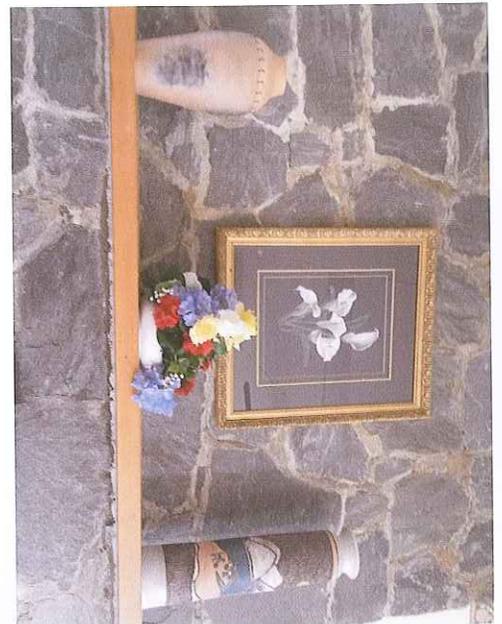












DONATION ASSESSMENT QUESTIONNAIRE

[Note: For the purposes of this questionnaire, the term "Donation" also refers to Loans]

LC Department / Authority / Agency / Commission (the "Recipient"):

Recipient Contact Person and phone number:

Date:

1. Name and Address of Donor/Lender:

2. Types of donation (check all that apply):

Goods Services Loan*
 Cash/Check Other

*Describe length of loan:

3. Describe the goods/service/item to be donated/loaned to LC and its purpose:

(If applicable, include an image, drawing, or other description of the item to be donated)

2 sofas, coffee table, 2 end tables, 2 side chairs, 3 area rugs, reupholstering 8 dining room chairs, Cornice Boards for 8 windows, ~~mirrors~~ mirror @ Paint parlor fireplace, misc decorative items

4. What is the estimated value of the donation?

\$3,800 +

5. What conditions are being placed on the donation by the donor, if any?

6. Is it intended that the donation be perpetual in nature (for example, a monument that is not removable)?

7. Describe how the acceptance of this donation will benefit or support the mission, goals, operations, and service delivery of the recipient, other LC Departments, or the Lumpkin County community:

Update room with fresh paint. Replace old furniture for new look ~~which will~~ allow

8. How will the acceptance of this donation affect the recipient's plans or any plans of other LC Departments?

9. How will the acceptance of this donation impact the recipient's operating or capital budget, or the LC Budget, now and in the future?

10. Will the donor retain any rights to the donation? If yes, explain.

11. What type of agreement will be needed between LC and the donor? (Attach applicable Standard Agreement attachments)
 - Standard Donations Agreement without special conditions
 - Standard Donations Agreement with special conditions*
 - Standard Loan Agreement without special conditions
 - Standard Loan Agreement with special conditions*
 - Other agreement or contract unique to this donation*
 - *Explain in #12

12. Recipient's recommendation:
 - Accept donation as described
 - Accept donation with modification or special conditions*
 - Decline donation*
 - *Explain in #12

13. Include any other information what the Manager, or designee, will need to review this donation offer.

Lumpkin County Board of Commissioners

STANDARD DONATIONS AGREEMENT

This Agreement entered into this 7 day of APRIL, 2015, by and between Lumpkin County, Georgia (hereinafter referred to as "LC") and Dahlonega Womens Club (hereinafter referred to as "Donor"). In consideration of the mutual promises and benefits contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. DESCRIPTION OF DONATION

This document forms the master Agreement between Donor and LC for the donation to LC by Donor of the goods, services, and/or funds described in *Attachment A, Donation Description*, attached hereto and incorporated herein by reference.

II. GENERAL CONDITIONS

The donation of the above-described goods, services, or funds is accepted under the following conditions:

- A. LC will attempt to use the donation for the purposes desired by the Donor. However, all items donated become the property of LC and, should circumstances warrant, will be altered, disposed of or reallocated as deemed necessary by an appropriate representative of LC. Donor hereby gives, assigns, transfers, and delivers to LC all right, title, and interest in and to the property described herein.
- B. LC must receive all donated funds before work can be authorized to begin on any proposed project to be paid for by the funds.
- C. The maintenance of the donation shall be at the sole discretion and control of LC. Any insurance to be provided for the donation shall be at the sole discretion and control of LC.
- D. The Donor certifies that the donation is in good and usable condition.
- E. LC shall have all rights to photograph, or reproduce images by other conventional means, the donated item(s) for all purposes.
- F. The Donor warrants that Donor, as sole owner, has full right, title, and interesting and to the donations listed

in this Agreement, and that Donor or legal representative of the Donor hereby transfers such property to LC.

- G. This Agreement constitutes the entire agreement among and between the parties.

III. SPECIAL CONDITIONS

The attached Special Conditions set forth the details of the Agreement that have been agreed upon between both parties due to unique, unusual, or rare circumstances or conditions that are applicable to this donation. See *Attachment B, Special Conditions*, attached hereto and incorporated herein by reference.

THE PARTIES HERETO hereby certify that they have full power and authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and set their seals as of the date first written above.

[signature page follows]

DONOR

Lumpkin County Board of
Commissioners

For an Individual DONOR:

Signature of Individual

By: _____
Chairman

Notary Public

Attest: _____
County Clerk

Date

NOTARY SEAL

For a Corporate DONOR:

Dahlonega Womans Club
Name of Corporation

By: [Signature]
Chief Executive Officer

Attest: [Signature]
Corporate Secretary

4-7-15
Date

CORPORATE SEAL

ATTACHMENT A
DONATION DESCRIPTION

List and Description of goods, services, or funds being transferred from Donor to LC:

- Two (2) gray sofas, w/throw pillows)
- Two (2) Armless chairs, w/pillows) Gibson Furniture, invoices attached
- (3) Tables (coffee and 2 end tables))
- Area Rugs (3)
- Window Treatment for eight (8) windows
- Lamps (4) – One each on end tables and 2 on fireplace mantel
- Large mirror over fireplace
- Recover seats of dining room chairs (8)
- Paint – for entire parlor room, entry hall and two bathrooms. Labor for bathroom painting donated by Dahlonge Woman’s Club.
- Miscellaneous decorative items, such as vases with artificial flowers, serving tray, picture on side wall, runners for 3 long tables, throw pillows for turquoise chairs, recover sitting bench in front of fireplace
- Large painting over fireplace in meeting room

Please see photos attached, not only of new furniture, but of other old pieces which have been donated by members of the Dahlonge Woman’s Club. We have included these so that the County has record of what is in the Community House, for insurance purposes.

If there are any questions regarding this donation, please contact either Leah Ratzel at 706/864-4741 or Pat Wozny at 706/867-0120

ATTACHMENT B

SPECIAL CONDITIONS

(Detail of special conditions applicable to this donation; if none, state "No Special Conditions")

1. ~~2 Sofas~~
- ~~2 Armless Chairs~~ NONE
- ~~3 Tables~~
- ~~4 lamps~~
- ~~3 area rugs~~
- ~~1 large mirror over fireplace~~

Gibson Furniture

161 Main St.
Andrews, NC, 28901
Tel (828) 321-4261
Fax (828) 321-5810

SALES ORDER
Order No 13817
Order Date 1/27/2015
Sold By Harold

SOLD TO:
Pat Wonzy
175 Long Branch Crossing
Dahlonaga, GA 30533
Phone (706) 867-0120

SHIPPED TO:
Pat Wonzy
175 Long Branch Crossing
Dahlonaga, GA 30533
Phone (706) 867-0120

Qty	Ord	Description	Price	Extended
2		ASHLEY 4560038 Sofa 39 in X 94.5 in X 37 in Emelen	\$535.00	\$1,070.00
2		ASHLEY 4560046 Armless Chair 37 in X 28 in X 38 in Emelen	\$335.00	\$670.00

March 9

SPECIAL ORDERS ARE NOT SUBJECT TO CANCELLATION

Availability of merchandise is estimated according to information on hand at the time order is written. · Seller shall not be responsible for delays in delivery of merchandise occasioned by manufacturer's scheduling, stock on hand, availability of materials, transportation difficulty or any other cause beyond the control of the seller.

ALL SALES ARE FINAL · NO REFUNDS

ALL EXCHANGES AND CANCELLATIONS ARE SUBJECT TO SELLER APPROVAL
A minimum fee of 15% of the purchase price will be assessed (re-stocking fee) on seller approved returns, exchanges or cancellations. · Buyer assumes all risks associated with transportation of merchandise picked up. · Buyer agrees to measure doorways and stairways before ordering, as seller is not responsible for merchandise purchased that is too large to fit. · SELLER CAN DESIGNATE A DAY FOR DELIVERY, but not a specific time. · Seller cannot move, haul, or rearrange old furniture. · Seller makes no warranty beyond any written description itemized on this order. · Such disclaimer does not affect manufacturer warranty, if any. · Seller will assist the buyer in the exercise of all factory warranties. · BUYER LAYAWAYS ARE NOT SUBJECT TO CANCELLATION. · Buyer agrees to complete payment on schedule, or proceeds of prior payment(s) towards layaway may be forfeited.

HOW PAID	DATE PAID	AMT PAID
VISA	1/27/2015	\$870.00

SUBTOTAL: \$1,740.00
DELIVERY: \$0.00
TAX: \$0.00
INVOICE TOTAL: \$1,740.00
AMOUNT PAID: \$870.00

TOTAL DUE: \$870.00

All on copy!

BUYER AUTHORIZES ABOVE ORDER

MERCHANDISE RECEIVED
IN GOOD CONDITION

X

X

Gibson Furniture

161 Main St.
Andrews, NC, 28901
Tel (828) 321-4261
Fax (828) 321-5810

SALES ORDER
Order No 13818
Order Date 1/27/2015
Sold By Harold

SOLD TO:
Pat Wonzy
175 Long Branch Crossing
Dahlongega, GA 30533
Phone (706) 867-0120

SHIPPED TO:
Pat Wonzy
175 Long Branch Crossing
Dahlongega, GA 30533
Phone (706) 867-0120

Qty	Ord	Description	Price	Extended
1		ASHLEY T228-13 Occasional Table Set (3/CN) 17 in X 42 in X 23.75 in Hollytyne	\$199.00	\$199.00

SPECIAL ORDERS ARE NOT SUBJECT TO CANCELLATION

Availability of merchandise is estimated according to information on hand at the time order is written. · Seller shall not be responsible for delays in delivery of merchandise occasioned by manufacturer's scheduling, stock on hand, availability of materials, transportation difficulty or any other cause beyond the control of the seller.

ALL SALES ARE FINAL · NO REFUNDS

ALL EXCHANGES AND CANCELLATIONS ARE SUBJECT TO SELLER APPROVAL
A minimum fee of 15% of the purchase price will be assessed (re-stocking fee) on seller approved returns, exchanges or cancellations. · Buyer assumes all risks associated with transportation of merchandise picked up. · Buyer agrees to measure doorways and stairways before ordering, as seller is not responsible for merchandise purchased that is too large to fit. · SELLER CAN DESIGNATE A DAY FOR DELIVERY, but not a specific time. · Seller cannot move, haul, or rearrange old furniture. · Seller makes no warranty beyond any written description itemized on this order. · Such disclaimer does not affect manufacturer warranty, if any. · Seller will assist the buyer in the exercise of all factory warranties. · BUYER LAYAWAYS ARE NOT SUBJECT TO CANCELLATION. · Buyer agrees to complete payment on schedule, or proceeds of prior payment(s) towards layaway may be forfeited.

HOW PAID	DATE PAID	AMT PAID
VISA	1/27/2015	\$99.50

SUBTOTAL:	\$199.00
DELIVERY:	\$0.00
TAX:	\$0.00
INVOICE TOTAL:	\$199.00
AMOUNT PAID:	\$99.50
TOTAL DUE:	\$99.50

BUYER AUTHORIZES ABOVE ORDER	MERCHANDISE RECEIVED IN GOOD CONDITION
X _____	X _____