



LUMPKIN COUNTY
Board of Commissioners
Work Session II Agenda
Commissioners Boardroom

November 16, 2021
5:30 P.M.

- **CALL TO ORDER** Chairman Dockery
- **PRESENTATIONS**
- **CONSIDERATION OF MINUTES**
 1. Board of Commissioners - Work Session - Oct 5, 2021 4:00 PM
 2. Board of Commissioners - Public Hearing - Oct 19, 2021 5:15 PM
 3. Board of Commissioners - Work Session II - Oct 19, 2021 5:30 PM
 4. Board of Commissioners - Regular Meeting - Oct 19, 2021 6:00 PM
- **RESOLUTIONS**
 5. 2021 - 58 - Consideration of 2022 BOC Meeting Calendar *(County Clerk Melissa Witcher)*
 6. 2021 - 59 - Establish 2022 Lumpkin County Government Holiday Schedule *(Community & Employee Services Director Alicia Davis)*
 7. 2021 - 60 - Consideration of the Lumpkin County 2022 Budget Calendar for FY 2023 Budget *(Finance Director Abby Branan)*
 8. 2021 - 61 - Update Travel Regulations and Procedures *(Special Projects Director Ashley Peck)*
 9. 2021 - 62 - Reappoint Members to Building Committee
 10. 2021 - 63 - Appoint/Reappoint Members to LC Park & Recreation Citizens Advisory Board
 11. 2021 - 64 - Appoint Member to Lumpkin County Airport Authority - Bob Hawk to Seat D with term expiring 02/19/25
 12. 2021 - 65 - Resolution Agreeing to be Bound by MOU to Participate in the National Distributor & J&J Settlements
- **CONTRACTS/AGREEMENTS**
 13. 2021-069 - Mark Robinson Hauling, Inc. – Recycling & Transfer Station Lease Agreement *(Public Works Director Larry Reiter)*
 14. 2021-070 - Georgia Power Company Lighting Agreement Oak Grove Roundabout *(Public Works Director Larry Reiter)*
 15. 2021-071 - GDOT 5311 - Updated Version of GDOT Drug & Alcohol Zero Tolerance & Pre-Employment Testing Policies *(Public Works Director Larry Reiter)*
- **OTHER ITEMS**
 16. Annexation of Property to the City *(County Attorney Joy Edelberg)*

- COUNTY MANAGER
- COUNTY ATTORNEY
- COMMISSIONERS
- PUBLIC COMMENT (Agenda Specific)
- ADJOURNMENT

LUMPKIN COUNTY
Board of Commissioners
Work Session Minutes
Commissioners Boardroom



October 5, 2021
 4:00 P.M.

CALL TO ORDER

The meeting was called to order at 4:02 PM by Chairman Chris Dockery

Attendee Name	Title	Status	Arrived
Chris Dockery	Chairman	Present	
Bobby Mayfield	District 2 Commissioner	Present	
Rhett Stringer	District 3 Commissioner	Present	
Jeffrey Moran	District 4 Commissioner	Present	

PRESENTATIONS

1. Extension Office Presentation

Extension Office Presentation

Clark MacAllister gave a presentation about the UGA Extension Office and all of the services they provide to the public. Commissioner Mayfield thanked him for all of the work 4-H has done with the local school kids. Chairman Dockery said the County could feature the Extension Office on our social media platforms to raise public awareness of the services they provide, such as plant sales and the Rabies Clinic.

PROCLAMATIONS

2. Joint Proclamation for the 2020-2021 Chairman of the Chamber of Commerce Board of Directors

Joint Proclamation for the 2020-2021 Chairman of the Chamber of Commerce Board of Directors Matthew Garner

MINUTES

3. Board of Commissioners - Work Session - Sep 7, 2021 4:00 PM
4. Board of Commissioners - Public Hearing - Sep 21, 2021 5:15 PM
5. Board of Commissioners - Work Session II - Sep 21, 2021 5:30 PM
6. Board of Commissioners - Regular Meeting - Sep 21, 2021 6:00 PM
7. Board of Commissioners - Special Called Meeting - Sep 21, 2021 6:30 PM

RESOLUTIONS

8. 2021 - 53 - October Surplus Property (Finance Director Abby Branan)

October Surplus Property. Consideration of list of County inventory items to be declared surplus.

Commissioner Stringer asked about the Crown Vic and whether it was an older vehicle or the one currently being used by the Deputy Coroner.

9. 2021 - 54 - Appoint/Reappoint Members to Yahoola Creek Reservoir Property Study Committee

Appoint/Reappoint Members to Yahoola Creek Reservoir Property Study Committee

10. 2021 - 55 - Appoint Members to Planning Commission - Seat 1 and Seat 7

Appoint Members to Planning Commission - Seat 1 and Seat 7

Chairman Dockery said he plans to nominate Craig Gentry to one of the seats.

11. 2021 - 56 - Appoint Members to Lumpkin County Airport Authority - Seat B & Seat D both terms expiring 02/19/2025

Appoint Members to Lumpkin County Airport Authority - Seat B & Seat D both terms expiring 02/19/2025

Chairman Dockery has not yet found nominees for the Airport Authority.

CONTRACTS/AGREEMENTS

12. 2021-062 - GDOT 5311 - Lumpkin County Transit System Title VI Plan (Public Works Director Larry Reiter)

GDOT 5311 - Lumpkin County Transit System Title VI Plan. This plan assures the Federal Transit Administration and the Georgia Department of Transportation that Lumpkin County Transit System will not discriminate against any person on the basis of race, color, national origin, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, Federal Transit Laws, 49 CRR Part 21 Unlawful Discrimination, Non-discrimination in Federally-Assisted Programs of the Department of Transportation and as per written guidance under FTA Circular 4702.1B, dated October 2012, be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity undertaken by Lumpkin County Transit System.

13. 2021-063 - Recycling IGA with Hall County (Public Works Director Larry Reiter)

Recycling IGA with Hall County. Renew the recycling IGA with Hall County

Commissioner Stringer asked if there had been any increase in the value of recycling materials. Larry Reiter, the Public Works Division Director, said their value has increased in the last six months. Aluminum, tin, mixed paper, and cardboard have all slightly increased, but plastics have not.

14. 2021-064 - Wetlands and Jurisdictional Waters Determination Contract Award (Public Works Director Larry Reiter)

Wetlands and Jurisdictional Waters Determination Contract Award. Award contract for a consultant to perform a Wetlands and Jurisdictional Waters Determination as part of the Phase II Primary Surface Grading project.

Mr. Reiter said this has to be conducted in order to complete the resurfacing plan. The determination has to be completed and sent to the Corps of Engineers for approval. He discussed the presence of a creek and drainage ditch within the Airport property and explained how the determination process would work.

15. 2021-065 - Banking Services Contract (Finance Director Abby Branan)

Banking Services Contract. Recommendation to award a contract renewal for banking services with United Community Bank.

16. 2021-066 - IGA – County and City – Fueling Station (Finance Director Abby Branan)

IGA – County and City – Fueling Station. Recommendation to update Exhibit A and renew the IGA regarding use of the fueling station

17. 2021-067 - MOU – County and Lumpkin County Water and Sewerage Authority – Fueling Station (Finance Director Abby Branan)

MOU – County and Lumpkin County Water and Sewerage Authority – Fueling Station. Recommendation to update Exhibit A and renew the MOU regarding use of the fueling station.

18. 2021-068 - Contract for Service of Mobile Home Decal Citations (Tax Commissioner Mike Young)

Contract for Service of Mobile Home Decal Citations.

19. 2021-069 - CJCC VOCA – Financial Administration – District Attorney (Finance Director Abby Branan)

CJCC VOCA – Financial Administration – District Attorney

20. 2021-070 - CJCC VOCA (Victims of Crime Act) - MOA (Finance Director Abby Branan)

CJCC VOCA (Victims of Crime Act) - MOA

OTHER ITEMS

21. Secure Rural Schools Act – Title III Money Certification on Use of Funds (Finance Director Abby Branan)

Secure Rural Schools Act – Title III Money Certification on Use of Funds. To certify that all funds have been used or obligated by September 30, 2021.

22. Alcoholic Beverage License – Iron Mountain Park, LLC dba The Grille at Iron Mountain (County Clerk Melissa Witcher)

This is for the issuance of an alcoholic beverage license for beer, wine, and distilled spirits for consumption on premises and movable bar located at 116 Iron Mountain Parkway, Dahlonega, GA 30533.

23. Reevaluation of Recycling Program (Public Works Director Larry Reiter)

Reevaluation of Recycling Program. Discussion of the recycling program to determine feasibility.

Mr. Reiter said the last time this was discussed, the BOC had tasked staff with examining our recycling options. He has put together some information and options. The current contractor, Mark Robinson, is happy with the state of the program as it is now. Mr. Reiter said staff has not come up with any solution that will reduce the taxpayer burden significantly. Mark Robinson has also observed that many people only recycle in order to avoid paying the \$1 per bag, as they can recycle certain things for free. Chairman Dockery said people may be willing to pay a small fee in order to recycle to help prevent the burden on property taxes. He asked if Mr. Robinson

could collect data on how many people actually visit the recycling bins. Mr. Reiter said he could get an estimate.

Commissioner Mayfield asked if switching to a fee-based system would enable the contractor to station an employee at the recycling bins, but Mr. Reiter doubted it since the revenue would be miniscule. It would not be enough to pay for an employee to sit at the bins all day. The main purpose of a fee would be to eliminate the customers using the recycling bins as essentially garbage bins. Commissioner Stringer said if we did institute a fee, it would have to cost the same as the trash.

24. Discuss Noise Ordinance

Discuss Noise Ordinance

Commissioner Mayfield said the possibility of a noise ordinance was examined several months ago, including the formation of a noise study committee. Action was halted due to the unexpected passing of Commissioner Miller, he explained, but the Commissioners have continued to receive input. He said his concern is getting some relief for the people who are experiencing excessively loud noise from repeat offenders. Commissioner Moran said we need to provide Sheriff Jarrard the tools he needs to deal with this. He believes there are enough residents that would be in support, and said the problem is not limited to amplified noise. There is a lot more noise out there that needs to be addressed.

Commissioner Mayfield said the Commissioners should do something until a robust ordinance can be crafted. Without an ordinance, some people will refuse to comply. Commissioner Stringer said this issue is not going to go away, and some people aren't willing to do the neighborly thing. He said most of the complaints he receives are related to venue noise, and is of the opinion that the BOC only needs to address venue noise right now. Commissioner Mayfield brought an example noise ordinance from another local government that had been proven to stand up in court. He said when the noise committee met before, they had discussed both time range restrictions and decibel measurements.

Chairman Dockery read aloud the example noise ordinance. He said we have constant habitual offenders when it comes to noise. We should let Counsel take our intent and craft a noise ordinance that has good legal standards. The big question is whether it should be based on a time range or by decibel level at a certain distance, he said. Commissioner Moran made some comments about whether noise would be measured from a property line or from the source of the complaint. The Chairman said the noise ordinance should be tied to a time range instead of decibel measurements. It would also be fine if the noise study committee would like to meet again at a later date, he added. Commissioner Moran said he did not disagree, as the committee had discussed time ranges as well as decibels.

Commissioner Mayfield said the problem with restricting the ordinance to a time range is that not all complaints occur in the middle of the night; many of them are in the early evening. The Chairman said for now, we have to craft something that is reasonable. It is reasonable to expect to be able to sleep at night. Commissioner Moran agreed, saying that the only people who would be bothered by this are the habitual violators. The noise committee had discussed the possibility of having a noise regulation from 6 am to 11 pm. Commissioner Mayfield said it would be important to have an exception for public addresses or things of a similar nature. We cannot prohibit political discourse or freedom of speech.

COUNTY MANAGER

Mr. Ours said Special Projects Director Ashley Peck had an update on the Coroner vehicle situation. He currently has an ambulance and plans to use one of the state prisoner crew vans.

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Mayfield said he is excited for this year's Gold Rush festival.

PUBLIC COMMENT (Agenda Specific)

Citizen Mitchell Ridley made some suggestions regarding the potential noise ordinance. He also made some comments about Wimpy Airport.

EXECUTIVE SESSION - Land Acquisition

Motion: A motion was made by Commissioner Moran to enter executive session at 4:57 pm. The motion was seconded by Commissioner Stringer. The motion was approved and carried.

Motion: A motion was made by Commissioner Mayfield to exit executive session and re-enter regular session at 5:17 pm. The motion was seconded by Commissioner Moran. The motion was approved and carried.

ADJOURNMENT

The meeting was adjourned at 5:19 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Oct 5, 2021 4:00 PM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Public Hearing Minutes
Commissioners Boardroom



October 19, 2021
 5:15 P.M.

Call to Order

The meeting was called to order at 5:16 PM by Chairman Chris Dockery

Attendee Name	Title	Status	Arrived
Chris Dockery	Chairman	Present	
Bobby Mayfield	District 2 Commissioner	Present	
Rhett Stringer	District 3 Commissioner	Present	
Jeffrey Moran	District 4 Commissioner	Present	

Public Comment

Alcoholic Beverage License - Craig Stansberry for Iron Mountain Park, LLC dba The Grille at Iron Mountain

There were no public comments.

Adjournment

The meeting was adjourned at 5:17 PM.

 Date

 Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

Attest:

 Melissa Witcher
 County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Oct 19, 2021 5:15 PM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Work Session II Minutes
Commissioners Boardroom



October 19, 2021
 5:30 P.M.

CALL TO ORDER

The meeting was called to order at 5:30 PM by Chairman Chris Dockery

Attendee Name	Title	Status	Arrived
Chris Dockery	Chairman	Present	
Bobby Mayfield	District 2 Commissioner	Present	
Rhett Stringer	District 3 Commissioner	Present	
Jeffrey Moran	District 4 Commissioner	Present	

PROCLAMATIONS

1. Joint Proclamation for the 2020-2021 Chairman of the Chamber of Commerce Board of Directors

Joint Proclamation for the 2020-2021 Chairman of the Chamber of Commerce Board of Directors Matthew Garner

CONSIDERATION OF MINUTES

2. Board of Commissioners - Work Session - Sep 7, 2021 4:00 PM
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5. Board of Commissioners - Regular Meeting - Sep 21, 2021 6:00 PM
6. Board of Commissioners - Special Called Meeting - Sep 21, 2021 6:30 PM

RESOLUTIONS

7. 2021 - 53 - October Surplus Property (Finance Director Abby Branan)

October Surplus Property. Consideration of list of County inventory items to be declared surplus.

Commissioner Stringer was informed by the Deputy Coroner that he will be using his own vehicle. The van will just be used for transports. Chairman Dockery asked Finance Director Abby Branan if we would be required to pay his mileage for that. She responded that the travel policy does not allow reimbursement if there is a county vehicle available but a personal vehicle is used.

8. 2021 - 54 - Appoint/Reappoint Members to Yahoola Creek Reservoir Property Study Committee

Appoint/Reappoint Members to Yahoola Creek Reservoir Property Study Committee

9. 2021 - 55 - Appoint Members to Planning Commission - Craig Gentry to Seat 1 and Seat 7

Appoint Members to Planning Commission - Craig Gentry to Seat 1 with a term expiring 08/27/2023 and -- to Seat 7

10. 2021 - 56 - Appoint Members to Lumpkin County Airport Authority - Seat B & Seat D both terms expiring 02/19/2025

Appoint Members to Lumpkin County Airport Authority - Seat B & Seat D both terms expiring 02/19/2025

11. 2021 - 57 - Amplified Noise Ordinance

Amplified Noise Ordinance

CONTRACTS/AGREEMENTS

12. 2021-062 - GDOT 5311 - Lumpkin County Transit System Title VI Plan (Public Works Director Larry Reiter)

GDOT 5311 - Lumpkin County Transit System Title VI Plan. This plan assures the Federal Transit Administration and the Georgia Department of Transportation that Lumpkin County Transit System will not discriminate against any person on the basis of race, color, national origin, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, Federal Transit Laws, 49 CFR Part 21 Unlawful Discrimination, Non-discrimination in Federally-Assisted Programs of the Department of Transportation and as per written guidance under FTA Circular 4702.1B, dated October 2012, be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity undertaken by Lumpkin County Transit System.

13. 2021-063 - Recycling IGA with Hall County (Public Works Director Larry Reiter)

Recycling IGA with Hall County. Renew the recycling IGA with Hall County

14. 2021-064 - Wetlands and Jurisdictional Waters Determination Contract Award (Public Works Director Larry Reiter)

Wetlands and Jurisdictional Waters Determination Contract Award. Award contract for a consultant to perform a Wetlands and Jurisdictional Waters Determination as part of the Phase II Primary Surface Grading project.

15. 2021-065 - Banking Services Contract (Finance Director Abby Branan)

Banking Services Contract. Recommendation to award a contract renewal for banking services with United Community Bank.

16. 2021-066 - Contract for Service of Mobile Home Decal Citations (Tax Commissioner Mike Young)

Contract for Service of Mobile Home Decal Citations.

17. 2021-067 - Terminate Contract for Land Purchase - Ben Higgins Road - Ratify

Terminate Contract for Land Purchase - Ben Higgins Road - Ratify

18. 2021-068 - GDOT 5311 FY2023 Application (Finance Director Abby Branan)

GDOT 5311 FY2023 Application. APPLICATION SUBMISSION FFY 2023 (July 1, 2022 – June 30, 2023)

Lumpkin County Board of Commissioners is required to submit an application each year to the Georgia Department of Transportation (GDOT) for continuation of funding for the 5311 Rural Transit program. The deadline for the application submission is November 1, 2021

OTHER ITEMS

19. Secure Rural Schools Act – Title III Money Certification on Use of Funds (Finance Director Abby Branan)

Secure Rural Schools Act – Title III Money Certification on Use of Funds. To certify that all funds have been used or obligated by September 30, 2021.

20. Alcoholic Beverage License – Iron Mountain Park, LLC dba The Grille at Iron Mountain (County Clerk Melissa Witcher)

This is for the issuance of an alcoholic beverage license for beer, wine, and distilled spirits for consumption on premises and movable bar located at 116 Iron Mountain Parkway, Dahlonega, GA 30533.

21. Reevaluation of Recycling Program (Public Works Director Larry Reiter)

Reevaluation of Recycling Program. Discussion of the recycling program to determine feasibility.

Chairman Dockery said he has had several individuals reach out to him who are passionate about the recycling issue, whether they are in favor of a charge or opposed. He stated we need to evaluate the program in regards to the cost to the Lumpkin County taxpayers. A recycling charge would help offset the burden on property taxpayers, and people would still be able to recycle.

22. 2021-073 - Public Safety Officials and First Responders Supplement Grant Program Application (Finance Director Abby Branan)

Public Safety Officials and First Responders Supplement Grant Program Application

COUNTY MANAGER

Alan Ours informed everyone that on Thursday from 4:00 pm - 7:00 pm, there will be an open house with GMRC and the Planning Department regarding the Comprehensive Plan and character area map. The open house will be located at the Park and Rec Community Center and is open to the public.

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

The meeting was adjourned at 5:39 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Oct 19, 2021 5:30 PM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Minutes
Commissioners Boardroom



October 19, 2021
 6:00 P.M.

CALL TO ORDER

The meeting was called to order at 6:00 PM by Chairman Chris Dockery

Attendee Name	Title	Status	Arrived
Chris Dockery	Chairman	Present	
Bobby Mayfield	District 2 Commissioner	Present	
Rhett Stringer	District 3 Commissioner	Present	
Jeffrey Moran	District 4 Commissioner	Present	

INVOCATION

Sheriff Jarrard gave the invocation, which was followed by the Pledge of Allegiance.

CONSIDERATION OF AGENDA

Motion: A motion was made by District 3 Commissioner Stringer to approve the agenda. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

PUBLIC COMMENTS (Agenda Specific)

There were no public comments.

PROCLAMATIONS

1. Joint Proclamation for the 2020-2021 Chairman of the Chamber of Commerce Board of Directors

Joint Proclamation for the 2020-2021 Chairman of the Chamber of Commerce Board of Directors Matthew Garner

Motion: A motion was made by District 2 Commissioner Mayfield to approve the proclamation. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

CONSIDERATION OF MINUTES

Motion: A motion was made by District 4 Commissioner Moran to approve the minutes by acclamation. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

2. Board of Commissioners - Work Session - Sep 7, 2021 4:00 PM
3. Board of Commissioners - Public Hearing - Sep 21, 2021 5:15 PM
4. Board of Commissioners - Work Session II - Sep 21, 2021 5:30 PM
5. Board of Commissioners - Regular Meeting - Sep 21, 2021 6:00 PM
6. Board of Commissioners - Special Called Meeting - Sep 21, 2021 6:30 PM

RESOLUTIONS

7. 2021 - 53 - October Surplus Property (Finance Director Abby Branan)

October Surplus Property. Consideration of list of County inventory items to be declared surplus.

Motion: A motion was made by District 3 Commissioner Stringer to approve the resolution. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

8. 2021 - 54 - Appoint/Reappoint Members to Yahoola Creek Reservoir Property Study Committee

Appoint/Reappoint Members to Yahoola Creek Reservoir Property Study Committee

Motion: A motion was made by District 3 Commissioner Stringer to approve the appointments by acclamation, with terms expiring 5/15/2023. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

9. 2021 - 55 - Appoint Members to Planning Commission - Craig Gentry to Seat 1 and Seat 7

Appoint Members to Planning Commission - Craig Gentry to Seat 1 with a term expiring 08/27/2023 and -- to Seat 7

Motion: A motion was made by Chairman Dockery to appoint Craig Gentry to Seat 1 with an unexpired term ending 8/27/2023. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

10. 2021 - 56 - Appoint Members to Lumpkin County Airport Authority - Seat B & Seat D both terms expiring 02/19/2025

Appoint Members to Lumpkin County Airport Authority - Seat B & Seat D both terms expiring 02/19/2025

Item died due to lack of a motion.

11. 2021 - 57 - Amplified Noise Ordinance

Amplified Noise Ordinance

Motion: A motion was made by District 2 Commissioner Mayfield to approve the ordinance. The motion was seconded by District 3 Commissioner Stringer.

Chairman Dockery read aloud the Amplified Noise Ordinance.

Motion: Commissioner Mayfield amended his motion to make the starting date effective immediately after this meeting. The amended motion was seconded by District 3 Commissioner Stringer. The motion was approved unanimously.

REPORTS

Sheriff Jarrard thanked the Commissioners for passing the noise ordinance and said it will hopefully help some of the citizens living near event venues. He plans to post the new ordinance on the LCSO Facebook page to help spread the word. He also shared that Gold Rush weekend was very successful and there was only one arrest.

Department reports can be viewed on the Commissioners web page at www.lumpkincounty.gov

Elected Officials

CONTRACTS/AGREEMENTS

12. 2021-062 - GDOT 5311 - Lumpkin County Transit System Title VI Plan (Public Works Director Larry Reiter)

GDOT 5311 - Lumpkin County Transit System Title VI Plan. This plan assures the Federal Transit Administration and the Georgia Department of Transportation that Lumpkin County Transit System will not discriminate against any person on the basis of race, color, national origin, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, Federal Transit Laws, 49 CRR Part 21 Unlawful Discrimination, Non-discrimination in Federally-Assisted Programs of the Department of Transportation and as per written guidance under FTA Circular 4702.1B, dated October 2012, be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity undertaken by Lumpkin County Transit System.

Motion: A motion was made by District 3 Commissioner Stringer to approve GDOT 5311 - Lumpkin County Transit System Title VI Plan. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

13. 2021-063 - Recycling IGA with Hall County (Public Works Director Larry Reiter)

Recycling IGA with Hall County. Renew the recycling IGA with Hall County

Motion: A motion was made by District 2 Commissioner Mayfield to approve Recycling IGA with Hall County. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

14. 2021-064 - Wetlands and Jurisdictional Waters Determination Contract Award (Public Works Director Larry Reiter)

Wetlands and Jurisdictional Waters Determination Contract Award. Award contract for a consultant to perform a Wetlands and Jurisdictional Waters Determination as part of the Phase II Primary Surface Grading project.

Motion: A motion was made by Chairman Dockery to approve Wetlands and Jurisdictional Waters Determination Contract Award. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

15. 2021-065 - Banking Services Contract (Finance Director Abby Branan)

Banking Services Contract. Recommendation to award a contract renewal for banking services with United Community Bank.

Motion: A motion was made by District 4 Commissioner Moran to approve Banking Services Contract. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

16. 2021-066 - Contract for Service of Mobile Home Decal Citations (Tax Commissioner Mike Young)

Contract for Service of Mobile Home Decal Citations.

Motion: A motion was made by District 3 Commissioner Stringer to approve Contract for Service of Mobile Home Decal Citations. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

17. 2021-067 - Terminate Contract for Land Purchase - Ben Higgins Road - Ratify

Terminate Contract for Land Purchase - Ben Higgins Road - Ratify

Motion: A motion was made by Chairman Dockery to approve the termination. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

18. 2021-068 - GDOT 5311 FY2023 Application (Finance Director Abby Branan)

GDOT 5311 FY2023 Application. APPLICATION SUBMISSION FFY 2023 (July 1, 2022 – June 30, 2023)

Lumpkin County Board of Commissioners is required to submit an application each year to the Georgia Department of Transportation (GDOT) for continuation of funding for the 5311 Rural Transit program. The deadline for the application submission is November 1, 2021

Motion: A motion was made by District 3 Commissioner Stringer to approve GDOT 5311 FY2023 Application. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

OTHER ITEMS

19. Secure Rural Schools Act – Title III Money Certification on Use of Funds (Finance Director Abby Branan)

Secure Rural Schools Act – Title III Money Certification on Use of Funds. To certify that all funds have been used or obligated by September 30, 2021.

Motion: A motion was made by District 4 Commissioner Moran to approve Secure Rural Schools Act – Title III Money Certification on Use of Funds. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

20. Alcoholic Beverage License – Iron Mountain Park, LLC dba The Grille at Iron Mountain (County Clerk Melissa Witcher)

This is for the issuance of an alcoholic beverage license for beer, wine, and distilled spirits for consumption on premises and movable bar located at 116 Iron Mountain Parkway, Dahlonega, GA 30533.

Motion: A motion was made by District 2 Commissioner Mayfield to approve Alcoholic Beverage License – Iron Mountain Park, LLC dba The Grille at Iron Mountain. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

21. Reevaluation of Recycling Program (Public Works Director Larry Reiter)

Reevaluation of Recycling Program. Discussion of the recycling program to determine feasibility.

Motion: A motion was made by District 4 Commissioner Moran to approve course of action D, which is to make no changes, and to re-evaluate the program at the January 2022 meeting. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

22. 2021-073 - Public Safety Officials and First Responders Supplement Grant Program Application (Finance Director Abby Branan)

Public Safety Officials and First Responders Supplement Grant Program Application

Motion: A motion was made by District 3 Commissioner Stringer to approve the grant application. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

COUNTY MANAGER

COUNTY ATTORNEY**COMMISSIONERS****PUBLIC COMMENTS**

There were no comments from the public.

EXECUTIVE SESSION - Potential Litigation, Land Acquisition, Land Disposition

Motion: A motion was made by Commissioner Mayfield to enter into executive session. The motion was seconded by Commissioner Moran. The motion was approved and carried.

Executive Session began at 6:27 PM.

Motion: A motion was made by Commissioner Stringer to exit executive session and re-enter regular session. The motion was seconded by Bobby Mayfield. The motion was approved and carried, and executive session ended at 7:00 PM.

There were no announcements from executive session.

ADJOURNMENT

Motion: A motion was made by Commissioner Mayfield to adjourn the meeting. The motion was seconded by Commissioner Stringer. The motion was approved and carried, and the meeting ended at 7:01 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Oct 19, 2021 6:00 PM (CONSIDERATION OF MINUTES)



Lumpkin County, Georgia

County Clerk Department

Date: November 16, 2021

Agenda Item: Consideration of 2022 BOC Meeting Calendar

Item Description: Consideration of 2022 BOC Meeting Calendar

LUMPKIN COUNTY RESOLUTION NO. 2021 – 58

**A RESOLUTION TO ADOPT
THE
2022 CALENDAR
FOR
MEETINGS OF THE LUMPKIN COUNTY BOARD OF COMMISSIONERS**

Whereas, the Lumpkin County Board of Commissioners desires to adopt a calendar for its regularly scheduled monthly work sessions and regular monthly meetings for the 2022 calendar year; and

Whereas, the Board has elected to continue to hold its first monthly work session on the 1st Tuesday of each month at 4:00 p.m.; and

Whereas, the Board has elected to continue to hold its second monthly work session on the 3rd Tuesday of each month at 5:30 p.m.; and

Whereas, the Board has elected to continue to hold its regular monthly meeting on the 3rd Tuesday of each month at 6:00 p.m.

Now therefore, it is hereby resolved that the calendar set out on the attached Exhibit “A” shall be the official meeting calendar for 2022.

Resolved, adopted and effective this 16th day of November, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:
2022 Agenda Meeting Dates

“Exhibit A”

LUMPKIN COUNTY BOARD OF COMMISSIONERS MEETING SCHEDULE - REGULAR MONTHLY MEETINGS

Meetings are held at
LUMPKIN COUNTY ADMINISTRATION BUILDING
2ND FLOOR BOARDROOM
99 Courthouse Hill
DAHLONEGA, GEORGIA

2022 <u>MONTHLY WORK SESSIONS</u>		2022 <u>Regular Monthly Meetings</u>	
January 4, 2022	Tuesday - 4:00 p.m.		
January 18, 2022	Tuesday - 5:30 p.m.	January 18, 2022	Tuesday - 6:00 p.m.
February 1, 2022	Tuesday - 4:00 p.m.		
February 15, 2022	Tuesday - 5:30 p.m.	February 15, 2022	Tuesday - 6:00 p.m.
March 1, 2022	Tuesday - 4:00 p.m.		
March 15, 2022	Tuesday - 5:30 p.m.	March 15, 2022	Tuesday - 6:00 p.m.
April 5, 2022	Tuesday - 4:00 p.m.		
April 19, 2022	Tuesday - 5:30 p.m.	April 19, 2022	Tuesday - 6:00 p.m.
May 3, 2022	Tuesday - 4:00 p.m.		
May 17, 2022	Tuesday - 5:30 p.m.	May 17, 2022	Tuesday - 6:00 p.m.
June 7, 2022	Tuesday - 4:00 p.m.		
June 21, 2022	Tuesday - 5:30 p.m.	June 21, 2022	Tuesday - 6:00 p.m.
July 5, 2022	Tuesday - 4:00 p.m.		
July 19, 2022	Tuesday - 5:30 p.m.	July 19, 2022	Tuesday - 6:00 p.m.
August 2, 2022	Tuesday - 4:00 p.m.		
August 16, 2022	Tuesday - 5:30 p.m.	August 16, 2022	Tuesday - 6:00 p.m.
September 6, 2022	Tuesday - 4:00 p.m.		
September 20, 2022	Tuesday - 5:30 p.m.	September 20, 2022	Tuesday - 6:00 p.m.
October 4, 2022	Tuesday - 4:00 p.m.		
October 18, 2022	Tuesday - 5:30 p.m.	October 18, 2022	Tuesday - 6:00 p.m.
November 1, 2022	Tuesday - 4:00 p.m.		
November 15, 2022	Tuesday - 5:30 p.m.	November 15, 2022	Tuesday - 6:00 p.m.
December 6, 2022	Tuesday - 4:00 p.m.		
December 20, 2022	Tuesday - 5:30 p.m.	December 20, 2022	Tuesday - 6:00 p.m.

LUMPKIN COUNTY BOARD OF COMMISSIONERS

99 COURTHOUSE HILL, SUITE H
DAHLONEGA, GEORGIA 30533-0541
706-864-3742
www.lumpkincounty.gov

Attachment: 2022 Agenda Meeting Dates (2021 - 58 : Consideration of 2022 BOC Meeting Calendar)



Lumpkin County, Georgia

Community and Employee Services Department

Date: November 16, 2021

Agenda Item: Establish 2022 Lumpkin County Government Holiday Schedule

Item Description: Establish 2022 Lumpkin County Government Holiday Schedule

Facts & Historical Information:

In November of each year the BOC sets the holiday schedule for the upcoming year. The proposed schedule is based on previously approved schedules and is as follows:

1. January 3, 2022, (Monday) shall be observed as New Year's Day.
2. January 17, 2022, (Monday) shall be observed as Martin Luther King Day.
3. May 30, 2022, (Monday) shall be observed as Memorial Day.
4. July 4, 2022, (Monday) shall be observed as Independence Day.
5. September 5, 2022, (Monday) shall be observed as Labor Day.
6. November 11, 2022, (Friday) shall be observed as Veterans Day.
7. November 24, 2022, (Thursday) shall be observed as Thanksgiving Day and November 25, 2022, (Friday) shall be observed as a holiday.
8. December 23, 2022, (Friday) shall be observed as the holiday for Christmas Eve.
9. December 26, 2022, (Monday) shall be observed as the holiday for Christmas Day.

Note: Veterans Day is a county-paid holiday only on years when it occurs during the normal business week. Veterans Day 2022 occurs on Friday and is on the above list.

Potential Courses of Action:

- A. Approve proposed holiday schedule.
- B. Decline to approve the proposed schedule.

Budget Impact:

The proposed schedule should be budget neutral since the cost for paid holidays is planned into the already approved 2022 budget.

Staff Recommendation:

Recommend Course of Action A.

LUMPKIN COUNTY RESOLUTION NO. 2021 – 59

**A RESOLUTION TO ESTABLISH THE 2022 HOLIDAY SCHEDULE
FOR
LUMPKIN COUNTY GOVERNMENT OPERATIONS**

Whereas, the governing authority of Lumpkin County desires to designate and set out those days which shall be accounted for as “holidays” during the 2022 calendar year;

Now therefore, it is hereby resolved that the following days shall be considered holidays for the 2022 calendar year:

1. January 3, 2022, (Monday) shall be observed as New Year’s Day.
2. January 17, 2022, (Monday) shall be observed as Martin Luther King Day.
3. May 30, 2022, (Monday) shall be observed as Memorial Day.
4. July 4, 2022, (Monday) shall be observed as Independence Day.
5. September 5, 2022, (Monday) shall be observed as Labor Day.
6. November 11, 2022, (Friday) shall be observed as Veterans Day.
7. November 24, 2022, (Thursday) shall be observed as Thanksgiving Day and November 25, 2022, (Friday) shall be observed as a holiday.
8. December 23, 2022, (Friday) shall be observed as the holiday for Christmas Eve.
9. December 26, 2022, (Monday) shall be observed as the holiday for Christmas Day.

The Lumpkin County Courthouse and other County offices, other than public safety, will normally be closed on holidays.

Resolved, adopted and effective this 16th day of November, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Finance Department

Date: November 16, 2021

Agenda Item: Consideration of the Lumpkin County 2022 Budget Calendar for FY 2023 Budget

Item Description: Consideration of the Lumpkin County 2022 Budget Calendar for FY 2023 Budget

Facts & Historical Information:

This agenda item is to set the 2022 Budget Calendar for the 2023 Budget. This document will be used as a guide during the budget process. Use of the calendar ensures that all state requirements are met for advertising and meetings. The calendar is shared with the Board of Education and the City to ensure that all deadlines are met so the digest can be submitted on time. The calendar is also a tool used to communicate information to the public about the budget process from the initial presentation of a proposed budget to the adoption of the 2023 Budget and establishment of the corresponding 2022 millage rates. The calendar is presented in the same format as previous years with red letter items indicating times the Board of Commissioners will need to be available for meetings. This calendar may be amended in 2022 should the need arise.

Potential Courses of Action:

- A) Approve the calendar as presented.
- B) Amend the calendar.

Budget Impact: There is no impact to the budget by setting the budget calendar.

LUMPKIN COUNTY RESOLUTION NO. 2021 – 60

**A RESOLUTION TO ADOPT
THE
LUMPKIN COUNTY 2022 BUDGET CALENDAR
TO
ESTABLISH THE 2023 FISCAL YEAR BUDGET**

Whereas, the governing authority of Lumpkin County desires to adopt the Lumpkin County 2022 Budget Calendar setting out the dates and times for establishing the 2023 Budget for the fiscal year beginning January 1, 2023.

Now therefore, it is hereby resolved that the calendar set out on the attached Exhibit “A” shall be the official Lumpkin County, Georgia 2022 Budget Calendar.

Resolved, adopted and effective this 16th day of November, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:
2021- Exhibit A 2022 BUDGET CALENDAR

**LUMPKIN COUNTY, GEORGIA
2022 BUDGET CALENDAR
FOR FISCAL YEAR BEGINNING 1/1/2023
(Calendar Date - Start 03/08/2022)**

- | | |
|--|--|
| March 7, 2022 | - BUDGET PREPARATION
Provide budget request forms and budget preparation calendar to elected officials and department heads. |
| April 1, 2022 | - PROPERTY TAX RETURNS
Property tax returns must be filed with the Lumpkin County Board of Tax Assessors between January 1 & April 1 of each year. The taxpayer may elect not to file a property tax return if there have been no changes that would affect the value of their property from the previous year. O.C.G.A. § 48-5-18 |
| April 4, 2022 | - BUDGET REQUEST
Completed budget request forms are due back to Finance Department. |
| April 14, 2022 -
April 22, 2022 | - BUDGET COMMITTEE
Committee will review requests and make recommendations. Finance Department will prepare proposed budget for review by elected officials and department heads. |
| April 25, 2022 | - MAIL ASSESSMENT NOTICES (Begin 45 day appeal period)
Change in assessment notices mailed by Tax Assessors. O.C.G.A. § 48-5-306 |
| April 25, 2022 -
May 6, 2022 | - CONFERENCES - BUDGET COMMITTEE
Analyze proposed budget and hold public conferences with elected officials and department heads. 1-hour sessions per department to discuss changes. |
| June 7, 2022 | - PRESENT PROPOSED BUDGET
Present proposed budget at Board of Commissioners Work Session. (Finance Dept.) |
| June 9, 2022 | - LAST DATE TO APPEAL ASSESSMENT CHANGE
Last date to appeal assessment change to Tax Assessors. |
| June 13, 2022 -
June 20, 2022 | - BOARD OF COMMISSIONERS & BUDGET COMMITTEE MEETINGS
Board of Commissioners and Budget Committee meetings to set final budget. |
| July 15, 2022 | - DIGEST
July 15th - Date for completion of revision and assessment of returns; submission of completed digest to Tax Commissioner. O.C.G.A. § 48-5-302 |
| July 27, 2022 | - PUBLISH MILLAGE RATE & 5 YEAR HISTORY
Advertise millage rate & 5 year history: July 27
Publish at least two (2) weeks prior to establishment of millage rates. O.C.G.A. § 48-5-32 |
| July 27, 2022 | - ADVERTISE PUBLIC HEARING AND AVAILABILITY OF BUDGET
Advertise public hearing: July 27 & August 3
Notice shall be published at least seven (7) days before the budget hearing is held. O.C.G.A. § 36-81-5 |
| July 27, 2022 | - ADVERTISE PUBLIC HEARING "NOTICE OF PROPERTY TAX INCREASE"
Advertise public hearing: July 27 & August 3 |

**LUMPKIN COUNTY, GEORGIA
2022 BUDGET CALENDAR
FOR FISCAL YEAR BEGINNING 1/1/2023
(Calendar Date - Start 03/08/2022)**

If proposed millage rate increases beyond roll-back rate the levying authority shall advertise its intent to do so and shall conduct at least three public hearings thereon, at least one of which shall commence between the hours of 6:00 p.m. and 7:00 p.m. O.C.G.A. § 48-5-32.1

- | | |
|--------------------------|---|
| August 3, 2022 | <p>- ADVERTISE ADOPTION OF TENTATIVE BUDGET
 Advertise meeting: August 3 and August 10
 Budget must be adopted at a public meeting, which shall be advertised at least one (1) week prior to the meeting. O.C.G.A. § 36-81-6</p> |
| August 9, 2022 | <p>- PUBLIC HEARING ON PROPOSED BUDGET
 Meeting at 5:30 p.m. - Lumpkin County Administration Building O.C.G.A. § 36-81-5</p> |
| August 9, 2022 | <p>- PUBLIC HEARING "NOTICE OF PROPERTY TAX INCREASE"
 Hearing held if proposed millage rate increases beyond roll-back rate.
 Meeting at 6:00 p.m. - Lumpkin County Administration Building</p> |
| August 11, 2022 | <p>- PUBLIC HEARING "NOTICE OF PROPERTY TAX INCREASE"
 Hearing held if proposed millage rate increases beyond roll-back rate.
 Meeting at 9:00 a.m. - Lumpkin County Administration Building</p> |
| August 23, 2022 | <p>- PUBLIC HEARING "NOTICE OF PROPERTY TAX INCREASE"
 Hearing held if proposed millage rate increases beyond roll-back rate.
 Meeting at 4:00 p.m. - Lumpkin County Administration Building</p> |
| August 23, 2022 | <p>- ADOPTION OF BUDGET RESOLUTION
 Budget adopted by resolution at Board of Commissioners Special Called Meeting.
 Meeting at 4:30 p.m. - Special Called Meeting O.C.G.A. § 36-81-6</p> |
| August 23, 2022 | <p>- ESTABLISH MILLAGE RATES
 Millage rates established by resolution at Board of Commissioners Special Called Meeting.
 Meeting at 4:30 p.m. - Special Called Meeting</p> |
| September 1, 2022 | <p>- DIGEST
 September 1st - Submission of completed digest for State Revenue Commissioner.

 O.C.G.A. § 48-5-205/ If needed, Tax Commissioner requests extension & appt. est. date</p> |
| October 1, 2022 | <p>- TAX BILLS MAILED (Upon State approval of County Tax Digest) O.C.G.A. § 48-5-220</p> |
| December 1, 2022 | <p>- TAXES DUE (60 days after bills are mailed) O.C.G.A. § 48-5-233</p> |
| January 1, 2023 | <p>- FY 2023 BEGINS</p> |



Lumpkin County, Georgia

Special Projects Department

Date: November 16, 2021

Agenda Item: Update Travel Regulations and Procedures

Item Description: Request to update travel regulations.

Facts & Historical Information:

Lumpkin County last updated its travel policy in 2017. The recent update to the Travel Policy is to alleviate time consuming measures for both employees traveling as well as staff in scheduling and processing travel reimbursement. The purpose of this revision is to clearly define the expectations and provide the traveling employee and staff with the appropriate guidance.

The revised policy calls for a single form to be submitted with all necessary documentation for travel. This will ensure a more efficient means of booking travel for both the traveling employee as well as the purchasing agent. The revised policy also decreases the amount of time to reconcile travel reimbursements as it replaces the per day rate of reimbursement to a per diem rate for meals and incidental expenses. This will make processing travel reimbursements more efficient as it will no longer be necessary for Finance to reconcile receipts.

The County has also received questions concerning additional lodging provisions outside of the standard block of rooms set aside for trainings and conferences. Our current policy does not include a provision for this type of occurrence. The revised policy allows for direction in these situations for both staff and the traveling employee. The policy states, should an employee choose to lodge outside of the conference's block of rooms, reimbursement will only be for the actual lodging costs plus any required lodging fees up to the conference room rate. Lodging receipts are required and room upgrades will not be paid for by the County.

The County has also experienced difficulty in hotels removing the Hotel/Motel excise and sales tax following checkout by the traveling employee. The following clause was added to the revised policy to address this. Traveling employees will receive the hotel confirmation, form ST-5 State of Georgia Sales Tax Certification of Exemption, and the State of Georgia Certificate of Exemption of local Hotel/Motel Excise Tax from the Finance Department once hotel reservations are completed. The employee should travel with this documentation. While the Finance Department will submit the tax exemption certificates to the hotel during booking, it is the responsibility of the traveling employee to ensure all applicable sales and excise taxes are removed from the hotel/motel bill prior to checking out. Any charged taxes for which the County is exempt will be paid to the County by the employee.

Potential Courses Of Action:

1. The Board could choose to update the policy.

2. The Board could choose to amend the policy as presented.
3. The Board could choose to not amend the policy.

Budget Impact:

The update should have no effect on the budget

Staff

Recommendation:

The recommendation of staff is to approve the changes. The revised policy provides guidance to previously unaddressed questions and attempts to simplify and streamline the procedures.

LUMPKIN COUNTY RESOLUTION NO. 2021-61**A RESOLUTION TO AMEND
THE
LUMPKIN COUNTY TRAVEL REGULATIONS AND PROCEDURES**

Whereas, the Lumpkin County Board of Commissioners last revised the Travel Regulations and Procedures for Lumpkin County in 2017; and

Whereas, staff has reviewed the regulations and recommended certain updates to provide more efficient procedures in scheduling travel and processing travel reimbursement, and to place the responsibility on the traveling employee to ensure all applicable sales and excise taxes are removed from the hotel/motel bill prior to checking out; and

Whereas, the Board of Commissioners desires to approve the revisions recommended by staff;

Now therefore, it is hereby resolved that the Travel Regulations and Procedures for Lumpkin County attached hereto as Exhibit "A" are hereby approved and adopted;

Resolved, adopted and effective this 16th day of November, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:
TRAVEL REGULATIONS AND PROCEDURES 2021 v6

TRAVEL REGULATIONS AND PROCEDURES

LUMPKIN COUNTY

Revised November 2021

This document is a publication of the Lumpkin County Board of Commissioners. Its purpose is to outline the official travel regulations and procedures for Lumpkin County.

A. GENERAL

Lumpkin County Travel Regulation provisions:

Employees who are required to travel in the performance of official duties are entitled to reimbursement for expenses incurred and must have authorization from the department head or other designated official prior to their travel.

Approval may be in the form of a standing travel authorization in the case of individuals required to travel on a regular or continuous basis, or a specific travel authorization in the case of those individuals who are required to make occasional trips. A specific authorization is required for each out-of-state trip.

A Request for Travel Form must be completed and submitted to the Purchasing Agent prior to booking travel. The Request for Travel Form can be found under the “Employee Only” section on the Lumpkin County website. An itinerary/brochure for the conference/training showing a schedule and meals provided by the conference/training must be submitted with the Request for Travel Form.

B. MEALS AND INCIDENTAL EXPENSES (M&IE)

1. Per Diem Rates for Meals and Incidental Expenses (M&IE) for Overnight Travel

The per diem rates for meals and incidental expenses are established on the General Services Administration, (GSA) website at www.gsa.gov. (To view current reimbursement rates for meals and incidental expenses, select “Per Diem Lookup” at the top of the page and enter your travel location.) Receipts are not necessary for meal and incidental expense reimbursement.

Reimbursement for meals and incidental expenses for the day of departure will be three-fourths of the M&IE rate prescribed for the lodging location. Reimbursement for the day of return will be three-fourths of the M&IE rate for Lumpkin County. (All rates are listed on the GSA website.)

Reimbursement for meals is not allowed for traveling companions not on official County business.

If meals are included in the conference fee, reimbursement will only be allowed for those meals not included in the cost of the conference. Reimbursement for meals not included in the cost of the conference will be paid at that meal's rate plus the incidental per diem that is established on the GSA website. (Rates will be determined using the County/City where the conference is located.)

2. Meal Expenses Not Associated with Overnight Travel

Employees who are required to travel for their job and do not stay overnight may be reimbursed for certain meal expenses under the following situation:

Employees acting as an official representative for the County may be reimbursed for meals which are an integral part of a scheduled official meeting. Reimbursement is only authorized, however, if the meeting is with persons outside the employee's department and if the meeting continues after the meal.

3.Meal Expenses Incurred While Taking Leave

Employees who take annual leave while on travel status may not be reimbursed for meal expenses incurred during the period of leave.

C. LODGING

1. General Provisions

Lumpkin County utilizes purchasing cards to secure lodging for travel. The County authorizes the room charge, associated fees, and parking for the base rate of the conference block of rooms. Should the block of rooms be filled, the County will secure lodging in the most economical manner. Should an employee travel due to a conference/training and choose to lodge outside of the conference's established block of rooms, reimbursement will only be for the actual lodging costs plus any required lodging fees up to the conference room rate. Lodging receipts are required and must itemize room charges by date. Lumpkin County does not pay for upgrades to rooms above the base rate. Employees on official County business, within the state of Georgia, should obtain tax exemption forms for sales tax and hotel/motel tax prior to departure. Original receipts must be provided upon return to substantiate the expenses. Any additional costs associated with travel companions not on official County business are not reimbursable.

2. Responsibilities of Employee

Employees traveling overnight are responsible for ensuring the most reasonable lodging rates are obtained. To accomplish this, employees should coordinate with a purchasing card holder to:

- Make reservations in advance, whenever practical

- Utilize minimum rate accommodations
- Obtain corporate/government rates, whenever possible

3. Lodging Associated with a Meeting or Seminar

Employees who stay at a hotel/motel that is holding a scheduled meeting or seminar may incur lodging expenses that exceed the rates generally considered reasonable. The higher cost may be justified in order to avoid excessive transportation costs between a lower cost hotel/motel and the location of the meeting. The County will only pay for lodging dates that coincide with the meeting, conference or seminar. Employees will be allowed to travel one day early if the conference registration is before noon and the travel is over 5 hours. Employees will be allowed to stay one additional night if the conference concludes after 3 pm and the travel is greater than 5 hours. Should an employee decide to travel outside the parameters set forth in this policy, the employee will be responsible for such charges.

4. Sharing Lodging

When employees on travel status share a room, reimbursement will be calculated on a prorated share of the total cost. A separate receipt in the name of each employee must be presented for reimbursement. The employees should have the hotel/motel split the bill and prepare a folio for each traveler. Reimbursement will be made at the single room rate when someone who is not a county employee accompanies a county employee on travel status.

5. Exemption of County and Municipal Hotel/Motel Excise Tax and Sales Tax

Section 48-13-51 of the Official Code of Georgia Annotated exempts Georgia State and local government officials and employees, who are traveling on official business, from paying the county or municipal excise tax on lodging. County employees are also exempt from sales tax associated with lodging while on official business within the state.

Employees are required to submit a copy of the tax-exempt forms when they register at a hotel/motel. These exemptions do not apply to employees staying at an out-of-state hotel/motel. The tax-exempt forms must not be used for personal travel.

Traveling employees will receive the hotel confirmation, form ST-5 State of Georgia Sales Tax Certification of Exemption, and the State of Georgia Certificate of Exemption of local Hotel/Motel Excise Tax from the Finance Department once hotel reservations are completed. The employee should travel with this documentation. While the Finance Department will submit the tax exemption certificates to the hotel during booking, it is the responsibility of the traveling employee to ensure all applicable sales and excise taxes are removed from the hotel/motel bill prior to checking out. Any charged taxes for which the County is exempt will be paid to the County by the employee.

6. Lodging Expenses Incurred While Taking Leave

Employees who take annual leave while on travel status may not be reimbursed for lodging expenses incurred during the period of leave.

7. Required Documentation of Lodging Expenses

Daily lodging expenses, including applicable taxes, must be summarized on the employee travel expense statement with original itemized folios attached to support the expense. When employees share a room, the travelers should have the bill split by the hotel/motel and individual folios prepared for each employee. In addition, any expenses that exceed what is generally considered reasonable must be explained on the travel expense statement.

8. Cancellation of Lodging Reservations and Conference Fees

Employees are responsible for cancelling reservations for lodging, or other travel reservations, in accordance with the hotel/motel/conference cancellation policy to avoid the County being charged for fees associated with no shows. If an employee fails to cancel in the proper amount of time, the employee is responsible for the payment of such fees either directly to the establishment or the County. Penalties and charges resulting from the cancellation of reservations (or other travel reservations) shall be the county's obligation if the employee's travel has been approved in advance and the cancellation or change is made at the direction of and for the convenience of the County. However, in the event of accidents, serious illness, or death within the employee's immediate family, or other critical circumstances beyond the control of the employee, the county will pay the penalties and charges. The same policy will apply to conference fees. Every effort should be made to have a credit issued for conference fees which can be applied to a future conference.

D. TRANSPORTATION

General

Use of common carrier will be left to the discretion of the institutional personnel responsible for authorizing travel. County vehicles should be used for transportation while on official County business. If no County vehicle is available, employees may be paid reimbursed for the actual mileage at the rate established by the Board of Commissioners.

Reimbursement for the most economical mode of transportation, consistent with the purpose of the travel, will be authorized.

The initial point of departure during an employee's normal workweek shall be the individual's residence or headquarters, whichever is nearest to the destination point. The initial point of departure on weekends or holidays, however, should be the individual's actual point of departure. Reimbursement will not be allowed for expenses other than those incurred by the employee in travel status; payments to friends or other individuals

will not be allowed. **When possible, employees should attempt to travel together to the same destination in one vehicle.**

1. Vehicles

Reimbursement for transportation expenses incurred by the use of personally owned vehicles will be at the rate per mile as set by the Board of Commissioners for actual miles traveled in the performance of official duties. The County Manager must pre-approve any use of a personal vehicle for official county business. Employees will only be reimbursed if pre-approved.

Reimbursement for transportation expenses incurred by the use of County vehicles will be limited to actual fuel expenses.

Personal mileage will be excluded in determining the mileage for which reimbursement may be made. Claims exceeding mileage computed by the most direct route from the point of departure to destination (due to field visits, picking up passengers, etc.) must be explained on the travel expense statement.

The authorized mileage rate is to include the normal expenses incurred in the operation of a personal vehicle. In addition, parking and toll expenses will be paid for official travel in personal or County vehicles. (Low-cost long-term parking or automobile storage should be used.) A receipt must be provided for parking and the date and location of toll charges must be listed on the expense statement.

Use of commercially leased vehicles will be left to the discretion of County personnel responsible for authorizing travel. Prior approval must be obtained before renting a vehicle. All requests for rental vehicles, including estimated cost must be itemized on the Request for Authority to Travel. Employees will be reimbursed for costs associated with official use of such vehicles.

Employees sharing a ride with another county employee using either a county or personal vehicle, and not claiming reimbursement for mileage should indicate in the automobile mileage record section of the expense statement the name of the person with whom they rode and the dates of the trips.

2. COMMON CARRIERS

Transportation by common carrier will be by scheduled plane, bus, or rail. Documentation for reimbursement includes ticket stubs, receipts, or other documented evidence of expenditures. Employees should obtain the lowest fares available.

Penalties and charges resulting from the cancellation of airline reservations (or other travel reservations) shall be the county's obligation if the employee's travel has been

approved in advance and the cancellation or change is made at the direction of and for the convenience of the County. If the cancellation or change is made for the personal benefit of the employee, it shall be the employee's obligation to pay the penalties and charges. However, in the event of accidents, serious illness, or death within the employee's immediate family, or other critical circumstances beyond the control of the employee, the county will pay the penalties and charges.

When traveling by common carrier to conduct official county business, employees traveling to their destination earlier than necessary and/or delaying their return to avail the county of reduced transportation rates may be reimbursed for additional travel days. The amount saved in transportation costs due to the early and/or delayed travel must be greater than the amount expended in salary and additional subsistence for the traveler. Prior written approval of the Department Head for the particular area in conjunction with the approval of the County Manager is required.

Taxi service will be reimbursed between the individual's departure point and the common carrier's departure point, between the common carrier's arrival point and the individual's lodging or meeting place; and between the lodging and meeting places if at different locations. Baggage handling service (portage) may be reimbursed when actually incurred in moving luggage into or out of lodging places and common carrier.

E. MISCELLANEOUS EXPENSE

Registration fees required for participation in workshops, seminars or conferences which an employee is directed and/or authorized to attend will be allowed when supported by a paid receipt.

Expenses for official telephone and telegraph messages, which must be paid by the traveler, are allowable. Postage expense incurred relative to travel will be allowed. Reasonable expenses for stationery, supplies, and stenographic or duplicating services may be allowed. Any such claims should be accompanied by a written explanation and invoice. Claims for laundry, valet service, theatre, entertainment, and alcoholic beverages will not be reimbursed.

F. REQUEST FOR REIMBURSEMENT

Requests for reimbursement for travel should be submitted within 1 week of the last day of travel. It is the employee's responsibility to read and understand this policy and to obtain any required documentation. It is the employee's supervisor's responsibility to make sure the request for reimbursement adheres to this policy and is completed and submitted correctly. Employees will not be reimbursed for non-itemized receipts. Requests for reimbursement should not contain supplies unless pre-authorized by the employee's supervisor. Any supplies purchased should be turned into the County upon return with a verification statement submitted by the person(s) that took supplies into inventory.

This policy does not apply to reimbursable travel expenses of jurors or witnesses; however, if a department deems it appropriate to use this policy as guidelines for non-employee travel-related expenses, the County may pay those expenses accordingly.

The County Manager and the Board of Commissioners reserves the right to approve or deny travel expense claims not specifically addressed by this policy. Consultation among the Department Head, Elected Official, County Manager, and/or Board may be pursued to determine a reasonable course of action.

Abuse of this policy, including falsifying expense reports, can be grounds of disciplinary action, up to and including termination of employment.



Lumpkin County, Georgia

Board of Commissioners Department

Date: November 16, 2021

Agenda Item: Reappoint Members to Building Committee

Item Description: Reappoint Members to Building Committee. Wade Chandler to Seat 7, Charles Trammell to Seat 8, Leah Smith to Seat 9, and Ken Crowe to Seat 10 all with terms expiring on December 31, 2021.

LUMPKIN COUNTY RESOLUTION NO. 2021 -62

**A RESOLUTION TO APPOINT MEMBERS TO THE
LUMPKIN COUNTY BUILDING COMMITTEE**

Whereas, the Lumpkin County Board of Commissioners desires to reappoint members to the Lumpkin County Building Committee to fill Seats 7, 8, 9 and 10 of the Committee whose terms expire on December 31, 2021;

Now therefore, it is resolved that that the following persons are appointed to the Building Committee for the seats and terms indicated below:

<u>Name</u>	<u>Seat</u>	<u>Term Expiration</u>
Wade Chandler	7	December 31, 2022
Charles Trammell	8	December 31, 2022
Leah Smith	9	December 31, 2022
Ken Crowe	10	December 31, 2022

Resolved, adopted and effective this 16th day of November, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: November 16, 2021

Agenda Item: Appoint/Reappoint Members to LC Park & Recreation Citizens Advisory Board

Item Description: Appoint/Reappoint Members to LC Park & Recreation Citizens Advisory Board – (Brooke Smith to Seat 1, Leah Smith to Seat 3, and -- to Seat 5, all with terms expiring 12/31/2023)

LUMPKIN COUNTY RESOLUTION NO. 2021 – 63

**A RESOLUTION TO APPOINT MEMBERS
TO THE CITIZENS ADVISORY BOARD
OF THE
LUMPKIN COUNTY PARKS AND RECREATION DEPARTMENT**

Whereas, the Board of Commissioners created the Lumpkin County Parks and Recreation Citizens Advisory Board by Lumpkin County Resolution No. 2013-78; and

Whereas, said board consists of five members serving staggered terms of two years in seats designated as Seats 1 through 5; and

Whereas, the Board of Commissioners desires to appoint members to serve in Seats 1 and 3;

Now, therefore, be it resolved that the following individuals are appointed to serve on the Lumpkin County Parks and Recreation Advisory Board for the seats and terms indicated below:

Name:	Seat Number:	Term Expiration:
Brooke Smith	1	December 31, 2023
Leah Smith	3	December 31, 2023

Resolved, adopted and effective this 16th day of November, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: November 16, 2021

Agenda Item: Appoint Member to Lumpkin County Airport Authority - Bob Hawk to Seat D with term expiring 02/19/25

Item Description: Appoint Member to Lumpkin County Airport Authority - Bob Hawk to Seat D with term expiring 02/19/25

Lumpkin County Resolution No. 2021 –64

**A Resolution to Appoint a Member to the
Lumpkin County Airport Authority**

Whereas, the Lumpkin County Board of Commissioners desires to appoint a member to the Lumpkin County Airport Authority to fill Seat D; and

Whereas, Seat D is designated to be filled by a person having experience in local, state or national government activities, to include military or other experience;

Now therefore, it is hereby resolved that the following person is appointed to the Lumpkin County Airport Authority for the Seat and Term set out below:

Name:	Seat No.	Term Expiring:
Bob Hawk	D	February 19, 2025

Resolved, adopted and effective this 16th day of November, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

County Attorney Department

Date: November 16, 2021

Agenda Item: Resolution Agreeing to be Bound by MOU to Participate in the National Distributor & J&J Settlements

Item Description: Resolution Agreeing to be Bound by MOU to Participate in the National Distributor & J&J Settlements

<Insert Resolution Here>

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:

Lumpkin County Resolution re MOU

RESOLUTION NO. 2021-65

A RESOLUTION OF LUMPKIN COUNTY, GEORGIA (“COUNTY”) AGREEING TO BE BOUND BY THE MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF GEORGIA AND CERTAIN LOCAL GOVERNMENT ENTITIES CONCERNING THE NATIONAL DISTRIBUTOR AND J&J SETTLEMENTS AND DIRECTING THE EXECUTION OF THE “ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND BY MEMORANDUM OF UNDERSTANDING,” “SUBDIVISION DISTRIBUTOR SETTLEMENT PARTICIPATION FORM,” AND “JANSSEN SETTLEMENT PARTICIPATION FORM.”

WHEREAS, the County initiated litigation against certain manufacturers and distributors of prescription opioids in *In re: National Prescription Opiate Litigation*, MDL 2804, to hold them accountable for the opioid epidemic and to seek equitable and monetary relief;

WHEREAS, opioid distributor defendants McKesson Corporation, AmerisourceBergen Corporation, and Cardinal Health, Inc. (“Settling Distributors”), and opioid manufacturer defendants Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (“J&J”) have separately reached settlement frameworks (otherwise known as the “National Distributor Settlement” and “J&J Settlement”) with certain states and local government entities that the State of Georgia and Georgia’s local government entities have the option to join;

WHEREAS, the State of Georgia and certain Georgia local government entities seek to enter a Memorandum of Understanding that would enable them to join the National Distributor and J&J Settlements and maximize the recovery to the State of Georgia and Georgia local government entities from those settlements; and

WHEREAS, the County desires to agree to be bound by the Memorandum of Understanding and to participate in the National Distributor and J&J Settlements.

NOW, THEREFORE, BE IT RESOLVED BY THE LUMPKIN COUNTY BOARD OF COMMISSIONERS, AS FOLLOWS:

Section 1. The County Board of Commissioners, as the governing body of the County, hereby agrees to be bound by the Memorandum of Understanding between the State of Georgia and certain Georgia local government entities concerning the National Distributor and J&J Settlements.

Section 2. The County Board of Commissioners, as the governing body of the County, hereby agrees to participate in the National Distributor and J&J Settlements.

Section 3. The County Board of Commissioners hereby appoints _____ as the duly-appointed representative of the County for the purposes of agreeing to be bound by the Memorandum of Understanding and participating in the National Distributor and J&J Settlements.

Section 4. The County Board of Commissioners directs the duly-appointed representative of the County to execute the “ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND BY MEMORANDUM OF UNDERSTANDING,” attached hereto and incorporated herein as **Exhibit A**.

Section 5. The County Board of Commissioners directs the duly-appointed representative of the County to execute the “Subdivision Distributor Settlement Participation Form,” attached hereto and incorporated herein as **Exhibit B**.

Section 6. The County Board of Commissioners directs the duly-appointed representative of the County to execute the “Janssen Settlement Participation Form,” attached hereto and incorporated herein as **Exhibit C**.

Section 7. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 8. This Resolution shall be in full force and effect from and after its adoption as provided by law.

This Resolution was introduced, seconded and adopted at a duly convened meeting of the Lumpkin County Board of Commissioners, held on _____, 2021.

Chairman, Board of Commissioners

ATTEST:

County Attorney

EXHIBIT “A”

Acknowledgment and Agreement to Be Bound By Memorandum of Understanding

EXHIBIT 1**ACKNOWLEDGEMENT AND AGREEMENT
TO BE BOUND BY MEMORANDUM OF UNDERSTANDING**

WHEREFORE, the undersigned, as a duly-appointed representative of the below-referenced entity, acknowledges the following:

- Long County, Georgia has received the State of Georgia and Local Governments: Memorandum of Understanding Concerning National Distributor and Johnson & Johnson Opioid Settlements.
- The undersigned is a duly-appointed representative of Lumpkin County, Georgia, and has the authority to execute this document and bind Lumpkin County, Georgia to the Memorandum of Understanding.
- Lumpkin County, Georgia is either represented by legal counsel, or has the ability to obtain advice from legal counsel, concerning the contents and implication of the Memorandum of Understanding.
- The undersigned, on behalf of Lumpkin County, Georgia understands and acknowledges the terms of the Memorandum of Understanding, and Lumpkin County, Georgia, agrees to be bound by its terms.
- No party is under duress or undue influence.

/s/ _____

Name _____

Title _____

Date _____

Entity Lumpkin County, Georgia

EXHIBIT “B”

Subdivision Distributor Settlement Participation Form

Subdivision Distributor Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“*Distributor Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.
12. The effective date of this Participation Form shall be the date on which the State of Georgia enters into the Distributor Settlement. In the event that the State of Georgia elects not to enter into the Distributor Settlement, this Participation Form shall be null and void and shall confer no rights or obligations on the State of Georgia, the Released Entities (as defined in the National Settlement Agreement dated July 21, 2021), or the Governmental Entity.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT “C”

Janssen Settlement Participation Form

Janssen Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

11. The effective date of this Participation Form shall be the date on which the State of Georgia enters into the Janssen Settlement. In the event that the State of Georgia elects not to enter into the Janssen Settlement, this Participation Form shall be null and void and shall confer no rights or obligations on the State of Georgia, the Released Entities (as defined in the National Settlement Agreement dated July 21, 2021), or the Governmental Entity.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Lumpkin County, Georgia

Public Works Department

Date:	November 16, 2021
Agenda Item:	Mark Robinson Hauling, Inc. – Recycling & Transfer Station Lease Agreement
Item Description:	Mark Robinson Hauling, Inc. – Recycling & Transfer Station Lease Agreement. Renew the transfer station lease/ recycling agreement with Mark Robinson hauling, LLC.
Facts & Historical Information:	The Lumpkin County Landfill began closure procedures in 1997 and in June of 2003 the County received its closure certificate. In 1999, the landfill site was converted to a transfer station. The transfer station was leased by contract to Mark Robinson Hauling, LLC in 2004 and has continued to be operated by him since 2004. The original contract value was \$15,000 a year. In 2011, the contract amount was increased to \$16,200 (\$1,350 per month) and has remained at that amount. In June of 2020 this contract was amended to include the operation of the Lumpkin County Recycling Program. Mark Robinson Hauling, agreed to take over operations of the recycling program for \$52,200 annually (\$4,350 per month). In July of 2021 the BOC amended the cost from \$52,200 to \$72,000 annually for operating the recycling program. This increase was to cover the increased cost of operating recycling due to the increases in materials being generated by the program along with the increased costs of fuel, insurance and labor. The terms of this contract end on November 30, 2021 and will need to be renewed or replaced.
Potential Courses Of Action:	A) Renew the contract at the current rates per year B) Renew the contract at renegotiated rates B) Rebid the contract in a public bid process.
Staff Recommendation:	It is the recommendation of the staff that the contract be renewed with COA A).
Attachments:	Transfer-Station Contract 2021-2022

**CONTRACT FOR
THE OPERATION AND MANAGEMENT
OF THE SOLID WASTE TRANSFER STATION
AND THE COUNTY'S RECYCLING PROGRAM**

This agreement is made and entered into this ____ day of November, 2021, between the governing authority of **Lumpkin County**, hereinafter referred to as "Lumpkin County", a political subdivision of the State of Georgia, and **Mark Robinson Hauling, L.L.C.**, of Lumpkin County, Georgia.

Whereas, in consideration of the mutual benefits accruing to each party, the parties hereby agree as follows:

A. Operation and Management of the Solid Waste Transfer Station:

1. Lumpkin County shall lease to Contractor the solid waste transfer station, including the scale house, scales and computer system currently in place, located on Barlow Road in Dahlonega, Georgia, for the amount of \$16,200.00 per year, payable as follows:

\$1,350.00 per month, in advance. The first lease payment shall be due on December 1, 2021, and shall be payable on the first day of each month thereafter until the termination of this Contract.

2. Contractor shall operate and manage the transfer station, including, but not limited to, the receipt of solid waste and the proper disposal thereof. Contractor shall be responsible for removing the solid waste from the transfer station on a regular basis so as not to allow refuse to back up at the transfer station. Contractor shall not allow refuse to remain on the floor of the transfer station overnight. Contractor shall comply with all rules of the Georgia Natural Resources Environmental Protection Division and any other state, local or federal laws, rules and regulations.

3. The County will provide a minimum of 4 front dump containers to be located outside the building. These containers may be used by the public to dispose of their bagged waste without entering the building. The contractor will be responsible for keeping the area around the containers clean and emptying the containers. Contractor shall provide the loader and any other equipment necessary for the receipt and proper disposal of the solid waste.

4. Contractor shall ensure that the transfer station is open to the public every Monday through Saturday, from 8:00 a.m. until 4:30 p.m. Contractor may also open at additional times.

5. The transfer station must be adequately staffed during all hours of operation to ensure prompt and efficient service to the customers. At a minimum, Contractor must ensure that there are two employees on-site during the hours of operation, one in the scale house and one to oversee unloading. When possible, the Contractor will provide reasonable unloading assistance to individuals requesting assistance.

6. Contractor may not increase the current pricing without written approval from the governing authority of Lumpkin County. The current pricing is \$50.00 per ton. For individual customers delivering personal garbage, Contractor may charge \$1.00 per bag if customer wishes to pay on that basis, or at the regular pricing on per pound weight or \$5.00 per load, whichever is greater. The Contractor may charge an additional \$5.00 each for the disposal of large bulky items, such as mattresses and couches.

7. Contractor shall be responsible for paying all utilities serving the transfer station facility.

8. Contractor shall be responsible for the maintenance and upkeep of the transfer station, including, but not limited to, the scale house, scales and computer system, any other buildings used by Contractor.

9. Contractor shall also be responsible for the repair of any damage to the property, both real and personal, during the term of this Contract. At the expiration of this Contract, Contractor shall return the leased property to Lumpkin County in the same condition as it was at the beginning of this Contract.

10. In the event that Lumpkin County desires to sponsor a free "clean up" day for the citizens of Lumpkin County, then Contractor hereby agrees to accept all solid waste from the citizens of Lumpkin County at no charge to the individuals on such day. Lumpkin County hereby agrees to pay Contractor the rate of \$20.00 per ton for all solid waste accepted on such day from said citizens of Lumpkin County. Any such "clean up" day shall only apply to individuals and not to commercial solid waste collection companies.

11. Contractor acknowledges Lumpkin County's campaign to decrease the amount of litter on and along its roadways. To this end, Contractor agrees to assist Lumpkin County in this anti-litter campaign by distributing informational/educational brochures (provided by the County) to transfer station customers hauling "unsecured loads". Additionally, in an effort to assist the County in controlling litter and the scattering of trash and debris along County rights of way, Contractor agrees to refuse any unsecured loads from commercial haulers.

B. Operation of the County's Recycling Program:

1. The County shall provide recycling bins to be located at the solid waste transfer station on Barlow Road.

2. Contractor shall receive recyclable material in the provided bins and shall be responsible for transporting the material for proper disposition.

3. Contractor shall operate and manage the county's recycling program using the bins provided by the County for a fee of \$6,000.00 per month. Contractor agrees that the County may deduct Contractor's monthly lease amount of \$1,350.00 per month as set forth in Paragraph A. 1. above from the monthly fee and issue Contractor payment in the amount of \$4,650.00 per month.

4. Contractor shall ensure that the recycling bins are accessible to public at all times the transfer station is open to the public.

C. Liability:

Contractor assumes all liability associated with the receipt of solid waste into the transfer station and the disposal thereof.

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Lumpkin County from and against any and all claims, damages, losses, and expenses, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor, or anyone for whom the Contractor is responsible.

Without limiting the generality of the foregoing, the above indemnification provision extends to Environmental Impact Claims. "Environmental Impact Claim" is defined as claims, suits, judgments, costs, losses, expenses (including attorney's fees) which arise out of, are related to, or are based on the actual or threatened dispersal, discharge, escape, release or saturation of chemicals, liquids, gasses or any other

material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or water course, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.

D. Insurance:

1. Contractor shall provide a certificate of insurance to Lumpkin County for the following coverage and amounts: \$1,000,000 general liability; vehicle insurance of \$150,000 single occurrence/ \$250,000 aggregate vehicle coverage, \$500,000 uninsured motorists, worker's compensation as required by law.

2. Contractor shall keep the required insurance in effect throughout the term of this contract.

3. The policy shall contain a requirement that Lumpkin County be notified, at least 30 days in advance, of cancellation or substantial change in the terms of the insurance.

4. Lumpkin County is to be covered as an additional insured with respect to: liability arising out of activities performed by or on behalf of the Contractor; premises occupied or used by Contractor, or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Lumpkin County.

5. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by Lumpkin County.

6. Contractor shall furnish Lumpkin County with copies of the original endorsements setting out the coverage required by this specification and with a copy of the document affirming that Lumpkin County is a named insured. A certificate of insurance is also required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by Lumpkin County before Contractor takes possession of the property.

E. Termination of Contract

1. This contract may be immediately terminated by Lumpkin County upon the failure of Contractor to perform the required work under the terms of the contract.

2. This contract may be immediately terminated by Lumpkin County upon the failure of Contractor to pay the required amounts under the terms of the contract.

F. Term of Contract

This contract shall commence with an effective date of December 1, 2021, and end on November 30, 2022. This contract may be renewed for successive one-year terms upon agreement of both parties.

Owner:

Lumpkin County
By:

Chris Dockery, Chairman

Contractor:

Mark Robinson Hauling, L.L.C.
By:

Mark C. Robinson, Member



Lumpkin County, Georgia

Public Works Department

Date:	November 16, 2021
Agenda Item:	Georgia Power Company Lighting Agreement Oak Grove Roundabout
Item Description:	Georgia Power Company Lighting Agreement Oak Grove Roundabout. Approve lighting agreement with Georgia Power for the construction of the roundabout at the Oak Grove and SR 60 Bus.
Facts & Historical Information:	On April 19, 2021 Lumpkin County BOC approved an agreement with GDOT to provide lighting and power for the Oak Grove and SR 60 Bus intersection roundabout (attached). Georgia Power Company has completed the lighting design and it has been approved by GDOT. Georgia Power has now submitted a proposal and agreement to Lumpkin County for the installation and monthly power cost. The cost of this agreement is \$12,000 for a one-time installation fee and a monthly cost of \$187.86. The lighting will need to be installed before the roundabout can be completed.
Potential Courses Of Action:	1. Approve the agreement 2. Do not approve the agreement
Budget Impact:	Funding for installation of the lighting is included in the TSPLOST. The monthly utility cost will be funded from the general fund.
Staff Recommendation:	Staff recommends that the BOC approve the agreement with Georgia Power Company. (COA #1).
Attachments:	Proposal - 10-19-21 Illumination Contract (GPC)_11-11-2021 Lumpkin_SR 60 BUS @ Oak Grove Road Roundabout (LGLPA)

426 Spring St
Gainesville, GA 30501



October 19, 2021

Lumpkin County
Oakgrove Roundabout
Dahlonega, GA 30533

Thank you for the opportunity for Georgia Power Company to provide a site lighting proposal.

Georgia Power Company proposes the following:

- Install (6) 110-watt LED Area Fixtures
- Install (1) 30' mounting height aluminum poles
- Install approximately (600') of overhead conductor
- Install approximately (200') of underground conductor
- All lights will be controlled by a dusk to dawn photocell.

The new monthly fee for this lighting system will be **\$187.86** and a one-time installation fee of **\$12,000.00**.



There is a minimum 1-month agreement period for the lighting. At the end of the initial 1-month period the lighting contract moves to a month to month agreement with no change in pricing.

Please inform me of your decision and I will prepare the appropriate paperwork. This proposal is valid for (30) days from the above date. Thank you for the opportunity to serve your lighting needs.

Sincerely,

Ben Jones
404-764-9823 (cell)

Lighting Services Agreement



Customer Legal Name LUMPKIN COUNTY BOARD OF COMM DBA _____
 Service Address 1884 HIGHWAY 19 N DAHLONEGA GA 30533 County Lumpkin County
 Mailing Address 99COURTHOUSE HL SUITE H DAHLONEGA GA 30533
 Email _____ Tel # 706-864-6338 Alt Tel # _____
 Tax ID# _____ Business Description Government

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☒ If Yes, which Account Number? _____

Selected Components

Action	Qty	Wattage	Type	Description
INS	2	110	LED	Area
INS	2	230	LED	Area
INS	2	330	LED	Area

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)	1
\$142.58	\$45.28	\$187.86		

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☒

Type	Customer	Tariff	Content
NESC	Gov	EOL	

Pre-Payment (\$)
\$12,000.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: Benjamin Jones
Print Title:	Print Title: Account Exec
Date:	Date:

TERMS and CONDITIONS (*Lighting – Governmental Service*)

1. **Agreement Scope.** This Lighting Services Agreement (“**Agreement**”) establishes the terms and conditions under which Georgia Power Company (“**GPC**”) will provide lighting and related service (collectively, the “**Service**”) to the customer identified on Page 1 (“**Customer**”) at the Service Address shown on Page 1 (the “**Premises**”). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, “**GPC Assets**”) for any reason related to the Service or use of GPC Assets.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the “**Term**.”
3. **Intent and Title.** This Agreement governs GPC’s provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.**
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC’s use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, “**GPC Activity**”). Customer represents or warrants that he has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises’ final grade will vary more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - A. **Customer Work.** If GPC, upon Customer’s request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching) Customer warrants or covenants that the work will meet GPC’s installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days’ prior written notice of its schedule for the work, so that GPC can schedule GPC’s installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC’s specifications, Customer’s failure to complete Customer’s work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§29-1-1 – 29-1-13) (“**Dig Law**”), **Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law.** If GPC causes or incurs damage due to Customer’s failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition (“**Unforeseen Condition**”). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC’s control.
7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer’s behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center (“**UPC**”) and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC’s written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
9. **Interruption of Service.** Customer understands that Service is provided on an “as is” and “as available” basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: <https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html>.
10. **Disclaimer; Damages.** **GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity.** Customer acknowledges that, due to the unique characteristics of the Premises, Customer’s needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. **Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Asset or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable.** To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC’s liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
12. **Georgia Security, Immigration, and Compliance Act.** Customer is a “public employer” as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor’s affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC’s waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.
14. **Miscellaneous.** This Agreement contains the parties’ entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days’ prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC’s address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer’s address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC’s prior written consent will be void and of no effect. In this Agreement: (i) “**include(ing)**” means “include, but are not limited to” or “including, without limitation”; (ii) “**or**” means “either or both” (“A or B” means “A or B or both A and B”); (iii) “**e.g.**” means “for example, including, without limitation”; and (iv) “**written**” or “**in writing**” includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

AGREEMENT
BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
LUMPKIN COUNTY

This Agreement is made and entered into this 19th day of April, 2021, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**, and LUMPKIN COUNTY, GEORGIA acting by and through its Board of Commissioners, hereinafter called the **COUNTY**.

WHEREAS, the COUNTY has represented to the DEPARTMENT a desire to obtain roundabout lighting as part of the intersection improvement roundabout at the intersection of SR 60 BUS and Oak Grove Road ("Location");

WHEREAS, the COUNTY has represented to the DEPARTMENT a desire to provide for the installation of the lighting system at "Location" and the DEPARTMENT has relied upon such representations;

NOW, THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the COUNTY hereby agree each with the other as follows:

1. This AGREEMENT shall run for a period of fifty (50) years from the effective date written above unless terminated sooner by either party.
2. This AGREEMENT will cover the installation of the lighting system as described in attachment "A".

3. The DEPARTMENT shall coordinate with the COUNTY to provide access to the DEPARTMENT'S RIGHT OF WAY for the installation of the lighting system at "Location".

4. The COUNTY shall install or cause to be installed the lighting system for "Location". The COUNTY agrees to bear all costs associated with the installation of the lighting system and providing power to the lighting system.

5. This AGREEMENT may not be modified without at least thirty (30) days notification being made to the other party in writing. Any modification to this AGREEMENT must be approved and executed by both parties in writing. Either party reserves the right to terminate this AGREEMENT at any time upon thirty (30) days written notice to the other. In the event of termination or expiration of this AGREEMENT, the COUNTY and DEPARTMENT agree to cooperate to restore each party to the position occupied prior to the existence of this AGREEMENT.

6. To the extent allowed by law, COUNTY and all its successors and assigns, shall release and save harmless the DEPARTMENT, past, present and future board members, commissioners, officers, employees, agents, attorneys, affiliates, privies, successors, and assigns, and the State of Georgia, its political subdivisions, departments, agencies, commissions, affiliates, employees, agents, and attorneys from all suits, claims, actions or damages of any nature whatsoever resulting from the COUNTY's access to DEPARTMENT'S RIGHT OF WAY.

7. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution or the United States Constitution.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day
and year first above written.

RECOMMENDED:

LUMPKIN COUNTY

BY:

DocuSigned by:
Chris Dockery
Chairman, Board of Commissioners

(SEAL)

GA DEPARTMENT OF TRANSPORTATION

BY

Dee R. McMillan
Commissioner

(SEAL)



ATTEST:

Angela D. Whitaker

DocuSigned by:

Melissa M. Litcher
98C7C87F762E3A33
WITNESS

DocuSigned by:

Helen Miller
C3221CD48D5A428
Notary Public

This Agreement approved by the
Board of Commissioners at a meeting
held at

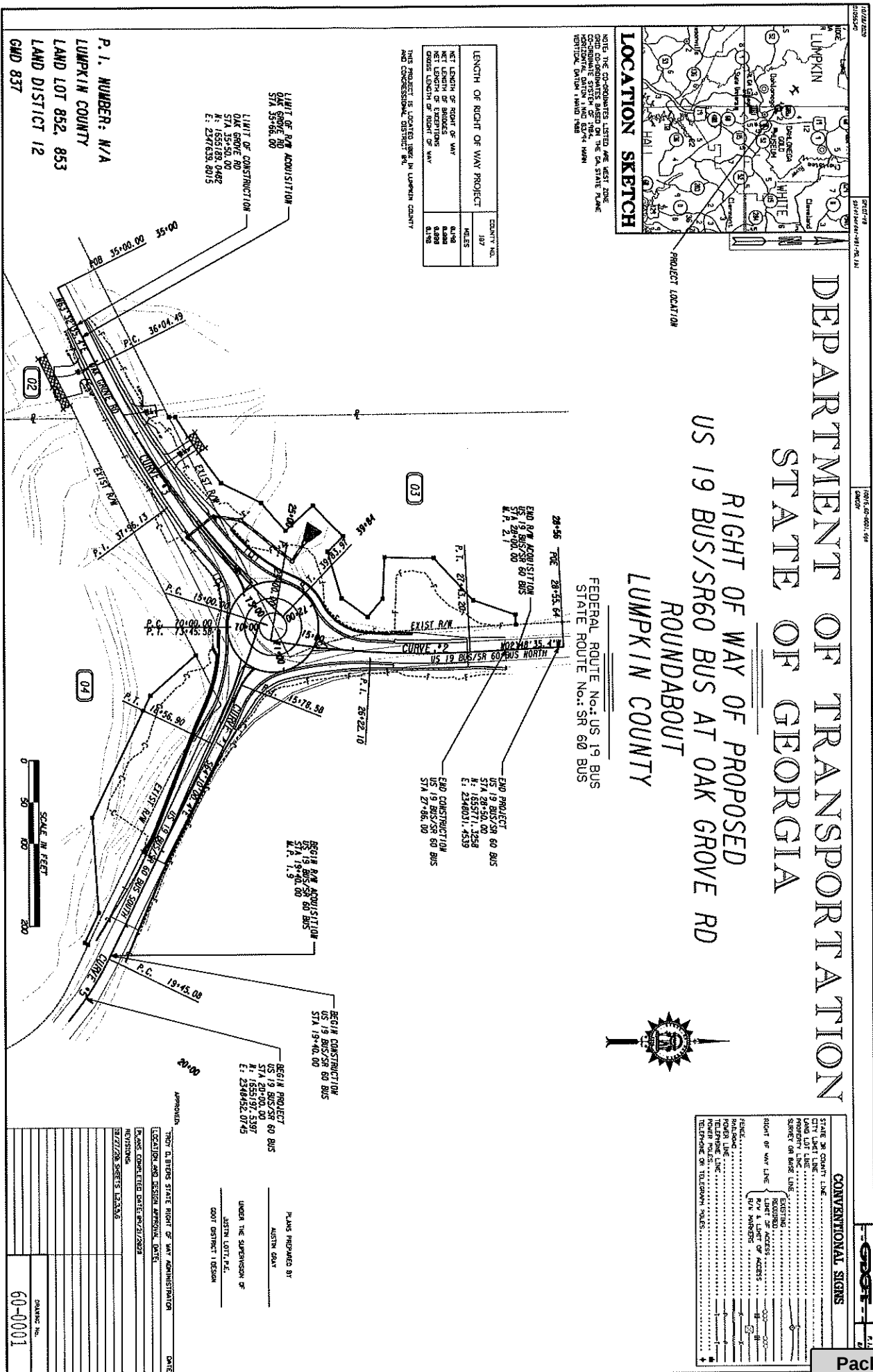
99 Courthouse Hill
Dahlonega GA 30533

this 16 day of March,

2021.

DocuSigned by:

Melissa M. Litcher
98C7C87F762E3A33
County Clerk





Lumpkin County, Georgia

Public Works Department

Date:	November 16, 2021
Agenda Item:	GDOT 5311 - Updated Version of GDOT Drug & Alcohol Zero Tolerance & Pre-Employment Testing Policies
Item Description:	GDOT 5311 - Updated Version of GDOT Drug & Alcohol Zero Tolerance & Pre-Employment Testing Policies. These policies assures that Lumpkin County Transit is adhering to the Federal Transit Administration and the Georgia Department of Transportation updated guidelines regarding Zero Tolerance Drug and Alcohol Testing and Pre-Employment Screening Policy.
Facts & Historical Information:	Lumpkin County's Transit Program was created over twenty (20) years ago. Our goal is to provide an affordable, alternative means of transportation for the citizens of Lumpkin County for medical appointments, shopping, personal errands, employment, and school. Lumpkin County Transit is partially funded through a GDOT 5311 matching funds grant that is applied for annually. We have followed in the past, GDOT guidelines regarding Drug and Alcohol Testing Policies. By adopting the current updated versions of these policies Lumpkin County will be able to continue to apply for the 5311 Grant. Without adopting; Lumpkin County will not be considered for grant application.
Potential Courses Of Action:	A. Approve and adopt the Updated GDOT Drug and Alcohol Policy B. Do not approve to adopt the Updated GDOT Drug and Alcohol Policy
Comparison:	If Course A is chosen Lumpkin County Transit System will be in compliance with FTA / GDOT guidelines and will be able to continue to apply for federal funds to operate. If Course B is chosen, application for continued federal funding for Lumpkin County Transit System will be denied and the operation of the transportation program could cease at the end of the current funding cycle (6/30/2022).
Budget Impact:	There will be no impact to the budget if adopted.
Staff Recommendation:	It is recommended that the Updated Drug and Alcohol Testing and Pre-Employment Policy be approved and adopted. The transportation program is valuable to citizens of Lumpkin County who otherwise would have no viable means of transportation.



Lumpkin County, Georgia

County Attorney Department

Date: November 16, 2021

Agenda Item: Annexation of Property to the City

Item Description: Annexation of Property to the City

Attachments:
City Annexation Letter



A Professional Corporation

Dial: 706-864-4184
Fax: 706-864-8826

October 15, 2021

Via Certified Mail #: 7015 1730 0001 6128 7168
The Board of County Commissioners of Lumpkin County
99 Courthouse Hill
Suite H
Dahlonega, Ga 30533

Dear Commissioners:

Please be advised that the City of Dahlonega, Georgia, by the authority vested in the Mayor and the Council of the City of Dahlonega, Georgia by Article II of Chapter 36, Title 36, of the Official Code of Georgia Annotated, intends to annex the property hereinafter described by ordinance at a regular meeting of the Mayor and City Council.

This letter has been sent to you by certified mail, return receipt requested, within five (5) business days of acceptance of an application for annexation, a petition for annexation, or upon the adoption of a resolution for annexation by the City of Dahlonega, in accordance with the O.C.G.A. § 36-36-6 and O.C.G.A. § 36-36-9 and after receipt of the application for zoning pursuant to O.C.G.A. § 36-36-111.

"Written Description:

All that Tract or Parcel of Land lying and being in Land Lots 1107 and 1128 of the 12th District, 1st Section, Lumpkin County, Georgia being described as follows:

Commencing at a 1/2 inch rebar at the corner common to Land Lots 1107, 1108, 1077 and 1078 in said District and Section;

thence North 88°04'28" East, a distance of 541.89 feet to a 1/2 inch rebar at the true Point of Beginning of the herein described Parcel;

thence North 88°04'28" East, a distance of 367.75 feet to a 1/2 inch rebar; thence North 88°04'28" East, a distance of 52.68 to the thread of Wards Creek; thence along and with the thread of Wards Creek South 43°45'49" West, a distance of 15.95 feet to a point in the thread of the creek; thence South 55°26'43" West, a distance of 69.83 feet to a point; thence South 48°52'32" West, a distance of 17.59 feet to a point; thence South 20°49'20" East, a distance of 42.30 feet to a point;

thence South 38°14'19" East, a distance of 96.45 feet to a point;
 thence South 54°57'11" East, a distance of 62.60 feet to a point;
 thence South 38°48'49" East, a distance of 23.67 feet to a point;
 thence South 06°36'49" East, a distance of 30.78 feet to a point;
 thence South 45°06'20" East, a distance of 23.62 feet to a point;
 thence South 09°07'38" East, a distance of 47.32 feet to a point;
 thence South 02°42'40" East, a distance of 38.55 feet to a point;
 thence South 15°55'43" West, a distance of 40.72 feet to a point;
 thence South 45°01'28" East, a distance of 66.16 feet to a point;
 thence South 65°12'06" East, a distance of 32.67 feet to a point;
 thence South 66°47'25" East, a distance of 52.18 feet to a point;
 thence South 65°26'32" East, a distance of 54.60 feet to a point;
 thence North 01°24'08" East, a distance of 59.10 feet to a point;
 thence North 84°00'00" East, a distance of 28.90 feet to a point;
 thence South 33°06'18" East, a distance of 66.07 feet to a point;
 thence South 43°41'16" East, a distance of 24.58 feet to a point;
 thence South 50°33'17" East, a distance of 32.19 feet to a point;
 thence South 78°06'00" East, a distance of 137.22 feet to a point;
 thence South 56°40'28" East, a distance of 34.30 feet to a point;
 thence South 47°02'18" East, a distance of 107.28 feet to a point;
 thence South 20°36'59" East, a distance of 41.17 feet to a point;
 thence South 05°28'56" East, a distance of 27.95 feet to a point;
 thence South 08°53'44" East, a distance of 38.75 feet to a point;
 thence South 12°15'54" East, a distance of 189.49 feet to a point;
 thence South 07°36'39" East, a distance of 159.26 feet to a point;
 thence South 25°54'14" East, a distance of 58.71 feet to a point;
 thence South 30°23'57" East, a distance of 200.05 feet to a point;
 thence leaving the thread of Wards Creek South 88°07'09" West, a distance of 22.59 feet to 1/2 inch rebar;
 thence South 88°07'09" West, a distance of 404.55 feet to a 1/2 inch crimped pipe at the corner common to Land Lots 1106, 1107, 1128 and 1129 in said District and Section;
 thence South 88°06'29" West, a distance of 1312.32 feet to a 1 inch crimped pipe at the corner common to Land Lots 1078, 1079, 1106 and 1107 in said District and Section;
 thence North 01°33'51" West, a distance of 1069.75 feet to a 1/2 inch rebar;
 thence North 88°27'30" East, a distance of 541.86 feet to a 1/2 inch rebar;
 thence North 01°32'30" West, a distance of 246.46 feet to the 1/2 inch rebar at the Point of Beginning.

Containing 38.2321 Acres, more or less.

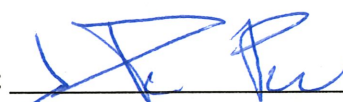
Being the same property depicted on the PLAT OF ANNEXATION BOUNDARY SURVEY FOR LOGAN MOYE, DATED OCTOBER 7, 2021, BY ALTASURV LLC dba GEOIMAGE."

It is the desire to annex +/- 38.232 acres into the city. This property can also be identified as part of Tax Map 078 Parcel 004. The requested zoning district classification is PUD. The property if annexed, will be zoned PUD (planned unit development).

Pursuant to O.C.G.A. § 36-36-7 and O.C.G.A. § 36-36-9, you must notify the governing authority of the City of Dahlonega, care of Bill Schmid, City Manager, in writing and certified mail, return receipt requested, of any county facilities or property located within the property to be annexed, within five (5) business days of receipt of this letter.

Pursuant to O.C.G.A. § 36-36-4 a public hearing on zoning of the property to be annexed as PUD will be held before the City Council on the 15th day of November, 2021 with action to be taken on the 6th day of December, 2021. If the county has an objection under O.C.G.A. § 36-36-113, in accordance with the objection and resolution process, you must notify the Planning and Zoning Administrator of the City of Dahlonega within thirty (30) calendar days of the receipt of this notice.

Sincerely,

By: 
J. Douglas Parks, City Attorney

Attachment: City Annexation Letter (3232 : Annexation of Property to the City)