



LUMPKIN COUNTY

Board of Commissioners

Regular Meeting Agenda

Commissioners Boardroom

October 19, 2021
6:00 P.M.

- **CALL TO ORDER** Chairman Dockery
- **INVOCATION**
- **CONSIDERATION OF AGENDA**
- **PUBLIC COMMENTS (Agenda Specific)**
- **PROCLAMATIONS**
 1. Joint Proclamation for the 2020-2021 Chairman of the Chamber of Commerce Board of Directors
- **CONSIDERATION OF MINUTES**
 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*)
 8. 2021 - 54 - 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
 10. 2021 - 56 - Appoint Members to Lumpkin County Airport Authority - Seat B & Seat D both terms expiring 02/19/2025
 11. 2021 - 57 - Amplified Noise Ordinance
- **REPORTS**

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*)

13. 2021-063 - Recycling IGA with Hall County (*Public Works Director Larry Reiter*)
14. 2021-064 - Wetlands and Jurisdictional Waters Determination Contract Award (*Public Works Director Larry Reiter*)
15. 2021-065 - Banking Services Contract (*Finance Director Abby Branan*)
16. 2021-066 - Contract for Service of Mobile Home Decal Citations (*Tax Commissioner Mike Young*)
17. 2021-067 - Terminate Contract for Land Purchase - Ben Higgins Road - Ratify
18. 2021-068 - GDOT 5311 FY2023 Application (*Finance Director Abby Branan*)

- **OTHER ITEMS**

19. Secure Rural Schools Act – Title III Money Certification on Use of Funds (*Finance Director Abby Branan*)
20. Alcoholic Beverage License – Iron Mountain Park, LLC dba The Grille at Iron Mountain (*County Clerk Melissa Witcher*)
21. Reevaluation of Recycling Program (*Public Works Director Larry Reiter*)
22. Public Safety Officials and First Responders Supplement Grant Program Application (*Finance Director Abby Branan*)

- **COUNTY MANAGER**

- **COUNTY ATTORNEY**

- **COMMISSIONERS**

- **PUBLIC COMMENTS**

- **EXECUTIVE SESSION - Potential Litigation, Land Acquisition, Land Disposition**

- **ADJOURNMENT**



Lumpkin County, Georgia

Board of Commissioners Department

Date: October 19, 2021

Agenda Item: Joint Proclamation for the 2020-2021 Chairman of the Chamber of Commerce Board of Directors

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

LUMPKIN COUNTY
Board of Commissioners
Work Session Minutes
Commissioners Boardroom



September 7, 2021
 4:00 P.M.

CALL TO ORDER

The meeting was called to order at 3:59 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. Presentation of Broadband Ready Site Designation from Department of Community Affairs

Presentation of Broadband Ready Site Designation from Department of Community Affairs This will be for the Gateway Corridor District to now be recognized by the state of Georgia as a “Broadband Ready Site.”

Development Authority Director Rebecca Mincey introduced Christopher Nunn from the Department of Community Affairs. Two representatives from Windstream were also present for the presentation. Mr. Nunn said Lumpkin County is the first in the state to receive this site designation, which functions as a marking tool to show this community is gigabit ready. Mr. Nunn presented the Commissioners with a plaque designating the Gateway Corridor Overlay District as the gigabit-ready site.

2. Adult Learning Center Presentation

Adult Learning Center Presentation

Shannon Cole, Dean of Education at Lanier Tech, and instructor Jennifer Parker were present for the presentation. Mr. Cole explained how Lumpkin Literacy Coalition is an instrumental partner in funding the testing for the Adult Learning Center, since a test can cost \$165 for a student. Commissioner Mayfield said he valued their program very highly because he is an educator himself, and he recently heard positive things about the Adult Learning Center from one of his former students. Ms. Parker said word-of-mouth is the primary way they get publicity.

Commissioner Moran asked if they have been able to continue testing in the Lumpkin County Detention Center, but Ms. Parker said the COVID pandemic has prevented them from being able to return to the jail. They have been coordinating with Sheriff Jarrard on a plan to return in the future.

PROCLAMATIONS

3. Community Helping Place Ornament for 2021 Joint Proclamation

Community Helping Place Ornament for 2021 Joint Proclamation

MINUTES

4. Board of Commissioners - Work Session - Aug 3, 2021 4:00 PM
5. Board of Commissioners - Public Hearing - Aug 10, 2021 5:00 PM
6. Board of Commissioners - Special Called Work Session - Aug 11, 2021 3:00 PM
7. Board of Commissioners - Special Called Meeting - Aug 17, 2021 5:00 PM
8. Board of Commissioners - Public Hearing - Aug 17, 2021 5:15 PM
9. Board of Commissioners - Work Session II - Aug 17, 2021 5:30 PM
10. Board of Commissioners - Regular Meeting - Aug 17, 2021 6:00 PM
11. Board of Commissioners - SLUA Public Hearing - Aug 17, 2021 6:30 PM
12. Board of Commissioners - Special Called Meeting - Aug 24, 2021 4:30 PM

RESOLUTIONS

13. 2021 - 52 - Resolution for the GDNR Recreational Trails Program Grant (Development Authority Director Rebecca Mincey)

Resolution for the GDNR Recreational Trails Program Grant. The BOC agreed for the Development Authority of Lumpkin County to work on a grant application for the Recreational Trails Program to add new trails, restore existing trails, and add signage to the reservoir trail. The provided resolution is a requirement of the grant application packet.

Ms. Rebecca Mincey said the resolution was provided by Georgia Mountains Regional Commission, and we will be reimbursed after providing the funds up front.

14. 2021 - 53 - Appoint Members to Planning Commission - Seat 1 and Seat 7

Appoint Members to Planning Commission - Seat 1 and Seat 7

15. 2021 - 54 - 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

CONTRACTS/AGREEMENTS

16. 2021-052 - Request for a Non-Exclusive Franchise to Community Television Company (Public Works Director Larry Reiter)

Request for a Non-Exclusive Franchise to Community Television Company

17. 2021-053 - Ninth District Opportunity Inc. Lease - Head Start Building (Special Projects Director Ashley Peck)

Ninth District Opportunity Inc. Lease - Head Start Building. Lease renewal for JB Jones Pre-School/Head Start.

18. 2021-054 - Mobile Communications Service Agreement (E-911 Director Carlton Chester)

Mobile Communications Service Agreement. Renewal of Annual Preventive Maintenance and Testing Agreement.

19. 2021-055 - Yahoola Creek Park Outdoor Basketball Court Construction Contract (Special Projects Director Ashley Peck)

Yahoola Creek Park Outdoor Basketball Court Construction Contract. This is for the Concrete and Fencing of Yahoola Creek Basketball Court.

20. 2021-056 - Aquatic Center IGA with Board of Education (Special Projects Director Ashley Peck)

Aquatic Center IGA with Board of Education. IGA with the Board of Education concerning the Joint Development, Construction and Use of the Roads, Utilities and Parking Areas Serving the Site for a New Elementary School and Aquatic Facility

21. 2021-057 - Aquatic Center Site Work GMP (Special Projects Director Ashley Peck)

Aquatic Center Site Work GMP. Approve the GMP for the site work at the Aquatic Facility

22. 2021-058 - Little Mountain Road Bridge Replacement Contract Revision (Public Works Director Larry Reiter)

Little Mountain Road Bridge Replacement Contract Revision. Ratify the contract revision to increase the height of the box culverts by 1 foot.

23. 2021-059 - Ratify Contract for Land Purchase - Ben Higgins Road (County Attorney Joy Edelberg)

Ratify Contract for Land Purchase - Ben Higgins Road

24. 2021-060 - Accessible Solutions, Inc./ ServTracker Program Contract (Senior Center Director Linda Kirkpatrick)

Accessible Solutions, Inc./ ServTracker Program Contract. The Lumpkin County Senior Center is requesting that the Lumpkin County Board of Commissioners enter into an agreement with Accessible Solutions, Inc. This contract will provide for ServTracker program software which will automate tracking for the Meals on Wheels and Congregate programs.

25. 2021-061 - Justice Center HVAC Repair (Special Projects Director Ashley Peck)

Justice Center HVAC Repair. Acceptance of proposal to repair duct work in Justice Center HVAC system.

26. 2021-062 - CJCC VOCA – Financial Administration – District Attorney (Finance Director Abby Branam)

CJCC VOCA – Financial Administration – District Attorney

27. 2021-063 - CJCC VOCA (Victims of Crime Act) - MOA (Finance Director Abby Branam)

CJCC VOCA (Victims of Crime Act) - MOA

OTHER ITEMS

28. Alcoholic Beverage License – Georgia Farm Wines LLC d/b/a Seven Day Bottoms Farm Winery (County Clerk Melissa Witcher)

Alcoholic Beverage License – Georgia Farm Wines LLC d/b/a Seven Day Bottoms Farm Winery This is for the issuance of an alcoholic beverage license for a Farm Winery Manufacturing located at 660 Junior Ward Road, Dahlonega, GA 30533.

29. NGN Encroachment Permit Request (Public Works Director Larry Reiter)

NGN Encroachment Permit Request. NGN is requesting permission to run fiber optic cable across County owned property from Mechanicsville Rd. to the City Road Department building.

Public Works Director Larry Reiter said all of this will be horizontal bore. He wanted to bring this before the BOC because it will actually be going through County property, not just right-of-way. For this reason, this is more like an easement request than an ROW encroachment permit. He recommends putting in a stipulation that any relocation due to future development is at their expense rather than the County's.

30. 2019 TSPLOST 2021 Work Plan Amendment (Finance Director Abby Branan)

2019 TSPLOST 2021 Work Plan Amendment. Consideration of amending the 2019 TSPLOST 2021 Work Plan to include completion of Aquatic Center Road.

31. 2020 SPLOST 2021 Work Plan Amendment (Finance Director Abby Branan)

2020 SPLOST 2021 Work Plan Amendment. Consideration of amending the 2020 SPLOST 2021 Work Plan to include completion of the aquatic center parking areas.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Mayfield said he would like for the Board of Commissioners to consider having some kind of meeting in the spring to look at our land use regulations and evaluate whether they need to be updated. Chairman Dockery said the Planning Director and the Planning Commission could come up with some suggestions.

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

The meeting was adjourned at 4:27 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Sep 7, 2021 4:00 PM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Public Hearing Minutes
Commissioners Boardroom



September 21, 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 (Farm Winery Manufacturer) - Michael Davis for Georgia Farm Wines, LLC. dba Seven Day Bottoms Farm Winery

There were no comments from the public.

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 Sep 21, 2021 5:15 PM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Work Session II Minutes
Commissioners Boardroom



September 21, 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. Community Helping Place Ornament for 2021 Joint Proclamation

Community Helping Place Ornament for 2021 Joint Proclamation

CONSIDERATION OF MINUTES

2. Board of Commissioners - Work Session - Aug 3, 2021 4:00 PM
3. Board of Commissioners - Public Hearing - Aug 10, 2021 5:00 PM
4. Board of Commissioners - Special Called Work Session - Aug 11, 2021 3:00 PM
5. Board of Commissioners - Special Called Meeting - Aug 17, 2021 5:00 PM
6. Board of Commissioners - Public Hearing - Aug 17, 2021 5:15 PM
7. Board of Commissioners - Work Session II - Aug 17, 2021 5:30 PM
8. Board of Commissioners - Regular Meeting - Aug 17, 2021 6:00 PM
9. Board of Commissioners - SLUA Public Hearing - Aug 17, 2021 6:30 PM
10. Board of Commissioners - Special Called Meeting - Aug 24, 2021 4:30 PM

RESOLUTIONS

11. 2021 - 51 - A Resolution Dedicating the Dr. David J. Miller Commissioners' Boardroom

A Resolution Dedicating the Dr. David J. Miller Commissioners' Boardroom

12. 2021 - 52 - Resolution for the GDNR Recreational Trails Program Grant (Development Authority Director Rebecca Mincey)

Resolution for the GDNR Recreational Trails Program Grant. The BOC agreed for the Development Authority of Lumpkin County to work on a grant application for the Recreational Trails Program to add new trails, restore existing trails, and add signage to the reservoir trail. The provided resolution is a requirement of the grant application packet.

CONTRACTS/AGREEMENTS

13. 2021-052 - Request for a Non-Exclusive Franchise to Community Television Company (Public Works Director Larry Reiter)

Request for a Non-Exclusive Franchise to Community Television Company

14. 2021-053 - Ninth District Opportunity Inc. Lease - Head Start Building (Special Projects Director Ashley Peck)

Ninth District Opportunity Inc. Lease - Head Start Building. Lease renewal for JB Jones Pre-School/Head Start.

15. 2021-054 - Mobile Communications Service Agreement (E-911 Director Carlton Chester)

Mobile Communications Service Agreement. Renewal of Annual Preventive Maintenance and Testing Agreement.

16. 2021-055 - Yahoola Creek Park Outdoor Basketball Court Construction Contract (Special Projects Director Ashley Peck)

Yahoola Creek Park Outdoor Basketball Court Construction Contract. This is for the Concrete and Fencing of Yahoola Creek Basketball Court.

17. 2021-056 - Aquatic Center IGA with Board of Education (Special Projects Director Ashley Peck)

Aquatic Center IGA with Board of Education. IGA with the Board of Education concerning the Joint Development, Construction and Use of the Roads, Utilities and Parking Areas Serving the Site for a New Elementary School and Aquatic Facility

18. 2021-057 - Aquatic Center Site Work GMP (Special Projects Director Ashley Peck)

Aquatic Center Site Work GMP. Approve the GMP for the site work at the Aquatic Facility

19. 2021-058 - Little Mountain Road Bridge Replacement Contract Revision (Public Works Director Larry Reiter)

Little Mountain Road Bridge Replacement Contract Revision. Ratify the contract revision to increase the height of the box culverts by 1 foot.

20. 2021-059 - Ratify Contract for Land Purchase - Ben Higgins Road (County Attorney Joy Edelberg)

Ratify Contract for Land Purchase - Ben Higgins Road

21. 2021-060 - Accessible Solutions, Inc./ ServTracker Program Contract (Senior Center Director Linda Kirkpatrick)

Accessible Solutions, Inc./ ServTracker Program Contract. The Lumpkin County Senior Center is requesting that the Lumpkin County Board of Commissioners enter into an agreement with Accessible Solutions, Inc. This contract will provide for ServTracker program software which will automate tracking for the Meals on Wheels and Congregate programs.

22. 2021-061 - Justice Center HVAC Repair (Special Projects Director Ashley Peck)

Justice Center HVAC Repair. Acceptance of proposal to repair duct work in Justice Center HVAC system.

OTHER ITEMS

23. Alcoholic Beverage License – Georgia Farm Wines LLC d/b/a Seven Day Bottoms Farm Winery (County Clerk Melissa Witcher)

Alcoholic Beverage License – Georgia Farm Wines LLC d/b/a Seven Day Bottoms Farm Winery This is for the issuance of an alcoholic beverage license for a Farm Winery Manufacturing located at 660 Junior Ward Road, Dahlonega, GA 30533.

24. NGN Encroachment Permit Request (Public Works Director Larry Reiter)

NGN Encroachment Permit Request. NGN is requesting permission to run fiber optic cable across County owned property from Mechanicsville Rd. to the City Road Department building.

25. 2019 TSPLOST 2021 Work Plan Amendment (Finance Director Abby Branan)

2019 TSPLOST 2021 Work Plan Amendment. Consideration of amending the 2019 TSPLOST 2021 Work Plan to include completion of Aquatic Center Road.

26. 2020 SPLOST 2021 Work Plan Amendment (Finance Director Abby Branan)

2020 SPLOST 2021 Work Plan Amendment. Consideration of amending the 2020 SPLOST 2021 Work Plan to include completion of the aquatic center parking areas.

27. Consideration of a Moratorium in Certain Character Areas

Consideration of a Moratorium in Certain Character Areas

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Stringer reminded the BOC about the addition of a statement in the franchise agreement to prohibit cutting into the County roadway.

PUBLIC COMMENT (Agenda Specific)

There were no comments from the public.

ADJOURNMENT

The meeting was adjourned at 5:41 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Sep 21, 2021 5:30 PM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Minutes
Commissioners Boardroom



September 21, 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

Stan Kelley 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)

PROCLAMATIONS

1. Community Helping Place Ornament for 2021 Joint Proclamation

Community Helping Place Ornament for 2021 Joint Proclamation

Motion: A motion was made by District 3 Commissioner Stringer to approve the Proclamation. The motion was seconded by District 2 Commissioner Mayfield. 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 - Aug 3, 2021 4:00 PM
3. Board of Commissioners - Public Hearing - Aug 10, 2021 5:00 PM
4. Board of Commissioners - Special Called Work Session - Aug 11, 2021 3:00 PM

5. Board of Commissioners - Special Called Meeting - Aug 17, 2021 5:00 PM
6. Board of Commissioners - Public Hearing - Aug 17, 2021 5:15 PM
7. Board of Commissioners - Work Session II - Aug 17, 2021 5:30 PM
8. Board of Commissioners - Regular Meeting - Aug 17, 2021 6:00 PM
9. Board of Commissioners - SLUA Public Hearing - Aug 17, 2021 6:30 PM
10. Board of Commissioners - Special Called Meeting - Aug 24, 2021 4:30 PM

RESOLUTIONS

11. 2021 - 51 - A Resolution Dedicating the Dr. David J. Miller Commissioners' Boardroom

A Resolution Dedicating the Dr. David J. Miller Commissioners' Boardroom

Motion: A motion was made by District 2 Commissioner Mayfield to approve A Resolution Dedicating the Dr. David J. Miller Commissioners' Boardroom. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

12. 2021 - 52 - Resolution for the GDNr Recreational Trails Program Grant (Development Authority Director Rebecca Mincey)

Resolution for the GDNr Recreational Trails Program Grant. The BOC agreed for the Development Authority of Lumpkin County to work on a grant application for the Recreational Trails Program to add new trails, restore existing trails, and add signage to the reservoir trail. The provided resolution is a requirement of the grant application packet.

Motion: A motion was made by District 3 Commissioner Stringer to approve Resolution for the GDNr Recreational Trails Program Grant. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

REPORTS

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

Elected Officials

CONTRACTS/AGREEMENTS

13. 2021-052 - Request for a Non-Exclusive Franchise to Community Television Company (Public Works Director Larry Reiter)

Request for a Non-Exclusive Franchise to Community Television Company

Motion: A motion was made by District 3 Commissioner Stringer to approve the agreement with revised wording to restrict open cutting of any county road. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

14. 2021-053 - Ninth District Opportunity Inc. Lease - Head Start Building (Special Projects Director Ashley Peck)

Ninth District Opportunity Inc. Lease - Head Start Building. Lease renewal for JB Jones Pre-School/Head Start.

Motion: A motion was made by District 2 Commissioner Mayfield to approve Ninth District Opportunity Inc. Lease - Head Start Building. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

15. 2021-054 - Mobile Communications Service Agreement (E-911 Director Carlton Chester)

Mobile Communications Service Agreement. Renewal of Annual Preventive Maintenance and Testing Agreement.

Motion: A motion was made by District 3 Commissioner Stringer to approve Mobile Communications Service Agreement. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

16. 2021-055 - Yahoola Creek Park Outdoor Basketball Court Construction Contract (Special Projects Director Ashley Peck)

Yahoola Creek Park Outdoor Basketball Court Construction Contract. This is for the Concrete and Fencing of Yahoola Creek Basketball Court.

Motion: A motion was made by District 2 Commissioner Mayfield to approve Course of Action 1, which is to approve the bid and award the contract for the concrete and fencing, and to allocate an additional \$5,600 to the project. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

17. 2021-056 - Aquatic Center IGA with Board of Education (Special Projects Director Ashley Peck)

Aquatic Center IGA with Board of Education. IGA with the Board of Education concerning the Joint Development, Construction and Use of the Roads, Utilities and Parking Areas Serving the Site for a New Elementary School and Aquatic Facility

Motion: A motion was made by District 2 Commissioner Mayfield to approve Aquatic Center IGA with Board of Education. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

18. 2021-057 - Aquatic Center Site Work GMP (Special Projects Director Ashley Peck)

Aquatic Center Site Work GMP. Approve the GMP for the site work at the Aquatic Facility

Motion: A motion was made by District 3 Commissioner Stringer to approve Aquatic Center Site Work GMP. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

19. 2021-058 - Little Mountain Road Bridge Replacement Contract Revision (Public Works Director Larry Reiter)

Little Mountain Road Bridge Replacement Contract Revision. Ratify the contract revision to increase the height of the box culverts by 1 foot.

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

20. 2021-059 - Ratify Contract for Land Purchase - Ben Higgins Road (County Attorney Joy Edelberg)

Ratify Contract for Land Purchase - Ben Higgins Road

Motion: A motion was made by District 4 Commissioner Moran to approve Ratify Contract for Land Purchase - Ben Higgins Road. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

21. 2021-060 - Accessible Solutions, Inc./ ServTracker Program Contract (Senior Center Director Linda Kirkpatrick)

Accessible Solutions, Inc./ ServTracker Program Contract. The Lumpkin County Senior Center is requesting that the Lumpkin County Board of Commissioners enter into an agreement with Accessible Solutions, Inc. This contract will provide for ServTracker program software which will automate tracking for the Meals on Wheels and Congregate programs.

Motion: A motion was made by District 3 Commissioner Stringer to approve Accessible Solutions, Inc./ ServTracker Program Contract. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

22. 2021-061 - Justice Center HVAC Repair (Special Projects Director Ashley Peck)

Justice Center HVAC Repair. Acceptance of proposal to repair duct work in Justice Center HVAC system.

Motion: A motion was made by District 2 Commissioner Mayfield to approve option 4, the proposal from Lanier HVAC Services. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

OTHER ITEMS

23. Alcoholic Beverage License – Georgia Farm Wines LLC d/b/a Seven Day Bottoms Farm Winery (County Clerk Melissa Witcher)

Alcoholic Beverage License – Georgia Farm Wines LLC d/b/a Seven Day Bottoms Farm Winery This is for the issuance of an alcoholic beverage license for a Farm Winery Manufacturing located at 660 Junior Ward Road, Dahlonega, GA 30533.

Motion: A motion was made by District 4 Commissioner Moran to approve Alcoholic Beverage License – Georgia Farm Wines LLC d/b/a Seven Day Bottoms Farm Winery. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

24. NGN Encroachment Permit Request (Public Works Director Larry Reiter)

NGN Encroachment Permit Request. NGN is requesting permission to run fiber optic cable across County owned property from Mechanicsville Rd. to the City Road Department building.

Motion: A motion was made by District 3 Commissioner Stringer to approve NGN Encroachment Permit Request. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

25. 2019 TSPLOST 2021 Work Plan Amendment (Finance Director Abby Branan)

2019 TSPLOST 2021 Work Plan Amendment. Consideration of amending the 2019 TSPLOST 2021 Work Plan to include completion of Aquatic Center Road.

Motion: A motion was made by District 4 Commissioner Moran to approve 2019 TSPLOST 2021 Work Plan Amendment. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

26. 2020 SPLOST 2021 Work Plan Amendment (Finance Director Abby Branan)

2020 SPLOST 2021 Work Plan Amendment. Consideration of amending the 2020 SPLOST 2021 Work Plan to include completion of the aquatic center parking areas.

Motion: A motion was made by District 3 Commissioner Stringer to approve 2020 SPLOST 2021 Work Plan Amendment. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

27. Consideration of a Moratorium in Certain Character Areas

Consideration of a Moratorium in Certain Character Areas

Commissioner Moran stated the current land use code has conflicts and ambiguities which result in the code not providing the protection to the public that were intended in certain land use character areas. The character areas of most concern are Agricultural Preservation, Rural Places, and Residential Growth.

Motion: A motion was made by District 4 Commissioner Moran to place a 180-day moratorium on permitting new commercial development in these three character areas to give time to review the land use code and make revisions as appropriate. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENTS

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. The meeting was adjourned at 6:26 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Sep 21, 2021 6:00 PM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Special Called Meeting Minutes
Commissioners Boardroom



September 21, 2021
 6:30 P.M.

CALL TO ORDER

The meeting was called to order at 6:31 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	

CONSIDERATION OF AGENDA

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

SLUA DECISION

Commissioner Moran read aloud a statement, followed by a motion.

“As the Commissioner representing District 4, the area in which the application property is located, I would like to make a motion along with my reasoning behind it. First, with respect to Section 27-51 (5.), (b), all building structures shall be 200 feet from any non-residentially used or vacant property line, and 500 feet from any residentially used property line. There are two structures within 500 feet from several residentially used property lines.

Also, in the same section but sub paragraph (G) it states that “The property shall be enclosed by a security fence of not less than six feet in height along the side and rear property lines. Such fence shall be opaque along property lines adjacent to residential uses”. A security fence, to the standards outlined in paragraph G, does not exist.

Additionally, since it has come before the board as a special land use, we (Board of Commissioners) have to make a decision tonight IAW Section 27-73 paragraph 3. Paragraph 3 states that the Board of Commissioners shall apply the following standards governing SLUA applications: There are six of them.

A. Whether or not the proposed plan is consistent with all of the requirements of the character area as designated in the Character area map in which the use is proposed to be located, including required loading, setbacks, and buffers; this application is not consistent with all the requirements because the structures do not meet the 500ft set-back that I previously outlined in chapter 27-51.

B. Compatibility of the proposed use with land uses on surrounding properties and other properties within the same character area. A commercial shooting range with the volume of fire and frequency of firing is not compatible with residential properties surrounding it in such close proximity.

C. Adequacy of public facilities and services; which I feel are adequate.

D. Whether or not the proposed use will create adverse impacts upon any surrounding properties by reason of noise. I think we can all agree that noise is one of the biggest concerns and that noise from this commercial range will create an adverse impact upon surrounding properties.

E. Whether or not the proposed use will create adverse impacts upon any surrounding land use by reason of the manner of operation or the hours of operation. There is definitely a concern that the manner of operation and its hours will continue to create adverse impacts upon surrounding land use.

F. Whether or not the proposed use will impact the safety of the public. There is a valid safety concern with residents and houses in such close proximity and with the volume of fire that a commercial range will produce.

Of the six standards that we as the board are to apply, this application fails to meet five of the six standards that I just outlined. I cannot, in good conscience, vote in any way other than against this application. Therefore, I make a motion to disapprove the proposed land use application."

Motion: A motion was made by Commissioner Moran to deny the SLUA application. The motion was seconded by Commissioner Stringer. The motion was approved and carried.

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 6:35 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Sep 21, 2021 6:30 PM (CONSIDERATION OF MINUTES)



Lumpkin County, Georgia

Finance Department

Date: October 19, 2021

Agenda Item: October Surplus Property

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

Facts & Historical Information:

The item(s) on the attached sheet are no longer used or needed by County departments and need to be declared surplus to legally be removed from the County's asset listing and disposed of via sale or disposal at the Transfer Station. Historically, items have been sold via GovDeals, an online auction site. Each County Department or Constitutional Officer has the opportunity to review the items to see if their respective department/office has use of any item prior to placement on the surplus list and subsequent presentation to the Board of Commissioners.

There are two items on the list for Lumpkin County Water & Sewerage Authority. These items were approved for surplus by the LCW&SA Board on September 21, 2021. If approved by the Board of Commissioners, County staff will attempt to sell these items, with the proceeds being returned to the LCW&SA or dispose of the items on their behalf.

Potential Courses of Action:

- A) Approve surplus list items for sale. Any unsold items will be disposed of in accordance with O.C.G.A.
- B) Keep the items in County inventory.

Budget Impact:

Selling the items on GovDeals would generate additional unbudgeted revenue for the county. The dollar amount is unknown due to GovDeals being a bid/auction site. Keeping the unused items will not generate revenue and will result in staff having to find a location to store the items.

Staff Recommendation:

The recommendation of staff is surplus the item listed and sell on the GovDeals.com website. Staff also recommends any unsold item(s) or items noted as scrap be disposed of at the Transfer Station or sold for scrap with the funds generated deposited into the General Fund.

LUMPKIN COUNTY RESOLUTION NO. 2021 –53

**A RESOLUTION TO PROVIDE FOR THE IDENTIFICATION AND CLASSIFICATION
OF CERTAIN LUMPKIN COUNTY PROPERTY AS SURPLUS PROPERTY
AND TO AUTHORIZE ITS SALE AND DISPOSITION**

Whereas, the Lumpkin County Board of Commissioners has determined that certain items of personal property, being more particularly set out and identified on the Surplus Request List Dated 10/05/21 attached hereto as Exhibit “A”, which is incorporated herein by reference and made a part hereof, are no longer used or needed for County purposes;

Now therefore, it is hereby resolved that said property identified on the Surplus Request List Dated 10/05/21 attached hereto as Exhibit “A” is declared surplus; and

It is further resolved that the County Manager shall review and evaluate the economic worth of said property to determine which items have economic value and to advertise those items on “GovDeals.com” for sale to the best and highest bidder; and

It is further resolved that any property with no net economic value shall be disposed of at the Transfer Station or sold for scrap with the funds generated deposited into the General Fund; and

It is further resolved that any such property originally deemed to have economic value, but which has not been sold within sixty days of listing, shall be disposed of as provided for property of no net economic value; and

It is further resolved that all such property be timely removed from the County inventory.

Resolved, adopted and effective this 19th of October, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:
Surplus List

SURPLUS REQUEST LIST DATED 10/05/21

[illegible]



Lumpkin County, Georgia

Board of Commissioners Department

Date: October 19, 2021

Agenda Item: Appoint/Reappoint Members to Yahoola Creek Reservoir Property Study Committee

Item Description: Appoint/Reappoint Members to Yahoola Creek Reservoir Property Study Committee

LUMPKIN COUNTY RESOLUTION NO. 2021 – 54

**A RESOLUTION TO EXTEND THE TERM OF THE
YAHOOOLA CREEK RESERVOIR PROPERTY STUDY COMMITTEE MEMBERS**

Whereas, the Board of Commissioners of Lumpkin County re-established a committee to study and consider the potential and future uses of the Yahoola Creek Reservoir Property by Lumpkin County Resolution No. 2018-36; and

Whereas, by Lumpkin County Resolution No. 2019-34, seven members were appointed to the committee for a one-year term ending May 15, 2020; and

Whereas, by Lumpkin County Resolution No. 2020-28, the seven members were reappointed to the committee for an eighteen-month term ending November 15, 2021; and

Whereas, the Board of Commissioners desires to reappoint members of the committee to serve for an additional eighteen-month term;

Now therefore, it is hereby resolved that the following seven members are reappointed to the Yahoola Creek Reservoir Property committee for an additional eighteen-month term:

Seat No.	Member Name:	Term Ending:
Seat 1:	Oliver Sale	May 15, 2023
Seat 2:	Ben LaChance	May 15, 2023
Seat 3:	Martie Heaton	May 15, 2023
Seat 4:	Wade Chandler	May 15, 2023
Seat 5:	Steve Gooch	May 15, 2023
Seat 6:	Wyman Walden	May 15, 2023
Seat 7:	DeAnna Walters	May 15, 2023

It is further resolved that Steve Gooch shall continue to serve as Chairperson of the committee, who shall determine the meeting schedule and preside at all meetings of the committee;

Resolved, adopted and effective this 19th day of October, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: October 19, 2021

Agenda Item: Appoint Members to Planning Commission - Craig Gentry to Seat 1 and Seat 7

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

LUMPKIN COUNTY RESOLUTION NO. 2021-55

**A RESOLUTION TO APPOINT A MEMBER
TO THE
LUMPKIN COUNTY PLANNING COMMISSION**

Whereas, the Lumpkin County Board of Commissioners desires to appoint a member to the Lumpkin County Planning Commission to serve in Seat 1 for the remainder of an unexpired term;

Now therefore, it is hereby resolved that the following person is appointed to the Lumpkin County Planning Commission for the seat and term as follows:

<u>Name</u>	<u>Seat</u>	<u>Term Expiration</u>
Craig Gentry	1	August 27, 2023

Resolved, adopted and effective this 19th day of October, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: October 19, 2021

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

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

<Insert Resolution Here>

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: October 19, 2021

Agenda Item: Amplified Noise Ordinance

Item Description: Amplified Noise Ordinance

LUMPKIN COUNTY RESOLUTION NO. 2021 – 57

**A RESOLUTION TO ADOPT
RESTRICTIONS ON THE USE OF SOUND AMPLIFYING EQUIPMENT**

Whereas, the Board of Commissioners desires to establish certain restrictions applicable to the use of sound amplifying equipment at any place outdoors in the unincorporated areas of Lumpkin County;

Now, therefore, the Board of Commissioners of Lumpkin County hereby approves and adopts the restrictions on use of sound amplifying equipment, the exceptions, the violation provisions and effective date set forth in the Exhibit “A” attached hereto, which is by reference fully incorporated herein, and which shall be codified in Chapter 32, Section 4 of the Code of Ordinances of Lumpkin County;

Resolved and adopted this 19th day of October, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:
Sound Amplifying Equipment Ordinance

Exhibit "A"

Chapter 32 – OFFENSES AND MISCELLANEOUS PROVISIONS**Sec. 32-4. - USE OF SOUND AMPLIFYING EQUIPMENT****A. - RESTRICTIONS ON USE OF SOUND AMPLIFYING EQUIPMENT**

1. No person shall use or cause to be used any sound amplifying device or equipment at any place outdoors in the unincorporated areas of Lumpkin County, except in accordance with subsection 2. Sound-amplifying device or equipment means any machine or device for the amplification of the human voice, music, or any other sound. Sound-amplifying equipment shall not include standard automobile radios when used and heard only by the occupants of the vehicle in which the automobile radio is installed. Sound-amplifying equipment, as used in this article, shall not include warning devices or authorized emergency vehicles or horns or other warning devices on any vehicle used only for traffic safety purposes.
2. Sound amplifying devices and equipment:
 - a. Shall be operated in a manner that directs sound, to the extent feasible, toward open unoccupied space and away from any residential area. For the purpose of this article, residential area means any real property that contains a structure or building in which one or more persons reside.
 - b. Shall not be used outdoors between the hours of 10:00 p.m. and 6:00 a.m. Sunday through Thursday and not between the hours of 11:00 p.m. and 6:00 a.m. Friday and Saturday except when other time limitations have been approved as a condition of a Special Land Use Approval under Chapter 27 of the Lumpkin County Code of Ordinances, or otherwise approved by the Board of Commissioners for an annual one-time event under a special event permit.

B. - EXCEPTIONS

This ordinance shall not be construed to apply to the use of sound amplifying equipment or devices under the following circumstances:

1. Sound amplification equipment or devices used on privately owned property, where the sound produced does not carry beyond the real property line.
2. Radios, stereo systems, televisions and other, similar, audio equipment, when the volume does not exceed the volume of normal conversational speech.
3. Sound amplification equipment or devices used on emergency vehicles or by government employees in connection with any activity undertaken for the protection of the public health or safety.
4. Sound amplification equipment or devices used as a part of an organized school related program, activity, event or parade or other public programs, activities, or events authorized by the Board of Commissioners of Lumpkin County.
5. The reasonable use of amplifiers or loudspeakers in the course of public addresses which

are noncommercial.

C. - VIOLATIONS

This ordinance shall be enforced by the Lumpkin County Sheriff's Office. Any person who uses or causes to be used any sound amplifying equipment or device in violation of the provisions of this ordinance shall be guilty of a misdemeanor punishable by a fine of up to \$1,000.00 or imprisonment for 60 days or both. The Lumpkin County Sheriff's Office shall have the discretion to issue a warning in lieu of a citation for the first offense. Each incident shall be a separate violation such that multiple violations may occur on the same date. If a person is warned or cited for a violation of this ordinance and corrects the violation but then later, on the same date, uses or causes to be used any sound amplifying equipment or device in violation of the provisions of this ordinance, such person may be cited for a separate violation of this ordinance.

D. – EFFECTIVE DATE

This ordinance shall become effective on October 19, 2021.



Lumpkin County, Georgia

Public Works Department

Date:	October 19, 2021
Agenda Item:	GDOT 5311 - Lumpkin County Transit System Title VI Plan
Item Description:	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.
Facts & Historical Information:	Lumpkin County's Transit Program was created over twenty (20) years ago. For FY2019, Transit provided more than 6,000 passenger rides to the citizens of Lumpkin County, providing transportation to medical appointments, shopping, personal errands, employment, and school. In the past, Lumpkin County as well as all other counties in the state of Georgia were covered by the Georgia Department of Transportation's Title VI Plan. FTA and GDOT is now requiring all counties to adopt their own Transit Title VI Plan. As of FY2016, the assurance of having an updated and adopted Title VI plan is required every three years in order to obtain federal funds for the Transit System.
Potential Courses Of Action:	A. Approve and adopt the Lumpkin County Transit System Title VI Plan. B. Do not approve to adopt the Lumpkin County Transit System Title VI Plan.
Comparison:	If Course A is chosen Lumpkin County Transit System will be in compliance with GDOT and will be able to continue to apply for federal funds. Additionally, Lumpkin County Transit must post a non-discrimination notice and procedures for filing a complaint in the Transit office and on buses. If the population of individuals with Limited English Proficiency reaches a threshold of 5% of the county population or 1,000 people (whichever is greater) as determined by census, Lumpkin County Transit would be required to provide language assistance (written and verbal) . If Course B is chosen, application for continued federal funding will be denied and the operation of the transportation program will cease at the end of the current funding cycle (6/30/2022).
Budget Impact:	There will be no impact to the budget.

Staff Recommendation: It is recommended that the Lumpkin County Transit System Title VI Plan be approved and adopted. The transportation program is valuable to citizens of Lumpkin County who otherwise would have no viable means of transportation.

Attachments:

FINAL 2021 Lumpkin County Title VI Plan

Lumpkin County Transit System



Title VI Plan

Date Adopted: Month/Day/Year



Table of Contents

1.0 Title VI/Nondiscrimination Policy Statement and Management Commitment to Title VI Plan	1-1
2.0 Introduction & Description of Services	2-1
2.1 First Time Applicant Requirements	2-2
2.2 Annual Certifications and Assurances	2-2
2.3 Title VI Plan Concurrence and Adoption	2-3
3.0 Title VI Notice to the Public	3-1
3.1 Notice to Public	3-1
3.2 Notice Posting Locations	3-1
4.0 Title VI Procedures and Compliance	4-1
4.1 Complaint Procedure	4-1
4.2 Complaint Form	4-2
4.3 Record Retention and Reporting Policy	4-2
4.4 Sub-recipient Assistance and Monitoring	4-2
4.5 Sub recipients and Subcontractors	4-2
5.0 Title VI Investigations, Complaints, and Lawsuits	5-1
6.0 Public Participation Plan	6-2
7.0 Language Assistance Plan	7-3
8.0 Transit Planning and Advisory Bodies	8-4
9.0 Title VI Equity Analysis	9-5
10.0 System-Wide Service Standards and Service Policies	10-1
11.0 Appendices	11-2
APPENDIX A	FTA CIRCULAR 4702.1B REPORTING REQUIREMENTS FOR TRANSIT PROVIDERS
APPENDIX B	CURRENT SYSTEM DESCRIPTION
APPENDIX C	TITLE VI PLAN ADOPTION MEETING MINUTES AND GDOT CONCURRENCE LETTER
APPENDIX D	TITLE VI NOTICE TO PUBLIC
APPENDIX E	TITLE VI COMPLAINT FORM
APPENDIX F	LIST OF TRANSIT RELATED TITLE VI INVESTIGATIONS, COMPLAINTS, AND LAWSUITS
APPENDIX G	PUBLIC PARTICIPATION PLAN
APPENDIX H	LANGUAGE ASSISTANCE PLAN
APPENDIX I	OPERATING AREA LANGUAGE DATA: LUMPKIN COUNTY TRANSIT SYSTEM SERVICE AREA
APPENDIX J	DEMOGRAPHIC MAPS
APPENDIX K	TITLE VI EQUITY ANALYSIS

Title VI Plan

1.0 Title VI/Nondiscrimination Policy Statement and Management Commitment to Title VI Plan

49 CFR Part 21.7(a): Every application for Federal financial assistance to which this part applies shall contain, or be accompanied by, an assurance that the program will be conducted or the facility operated in compliance with all requirements imposed or pursuant to [49 CFR Part 21].

Lumpkin County Transit System assures the Georgia Department of Transportation that no person shall on the basis of race, color, or national origin as provided by Title VI of the Civil Rights Act of 1964, Federal Transit Laws, 49 CFR Part 21 Unlawful Discrimination, Nondiscrimination 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 the agency.

Lumpkin County Transit System further agrees to the following responsibilities with respect to its programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the recipient's Chief Executive Officer or authorized representative.
2. Issue a policy statement signed by the Executive Director or authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Recipient's organization and to the general public. Such information shall be published where appropriate in language other than English.
3. Insert the clauses of Section 4.5 of this plan into every contract subject to the Acts and the Regulations.
4. Develop a complaint process and attempt to resolve complaints of discrimination against Lumpkin County Transit System.
5. Participate in training offered on the Title VI and other nondiscrimination requirements.
6. If reviewed by GDOT or any other state or federal regulatory agency, take affirmative actions to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) days.
7. Have a process to collect racial and ethnic data on persons impacted by the agency's programs.
8. Submit the information required by FTA Circular 4702.1B to the GDOT. (refer to Appendix A of this plan)

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the agency.

Signature: _____

Printed Name: _____

Lumpkin County BOC Chairman/Executive Director/Signatory Authority, Lumpkin County Transit System,
Date: Month/Day/Year

2.0 Introduction & Description of Services

Lumpkin County Transit System submits this Title VI Plan in compliance with Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, and the guidelines of FTA Circular 4702.1B, published October 1, 2012.

Lumpkin County Transit System is a sub-recipient of FTA funds and provides service in Lumpkin County, Georgia. A description of the current Lumpkin County Transit System is included in Appendix B.

Title VI Liaison

Lumpkin County Transit System, Randy Allison, Manager
Employed by Lumpkin County Board of Commissioners
706-482-2495
1646 Red Oak Flats Road, Dahlonega, Georgia. 30533

Alternate Title VI Contact

Lumpkin County Transit System, Larry Reiter, Division Director/Planning and Public Works
Employed by Lumpkin County Board of Commissioners
706-482-2586
1642 Red Oak Flats Road, Dahlonega, Georgia. 30533

Lumpkin County Transit System must designate a liaison for Title VI issues and complaints within the organization. The liaison is the focal point for Title VI implementation and monitoring of activities receiving federal financial assistance. Key responsibilities of the Title VI Liaison include:

- Maintain knowledge of Title VI requirements.
- Attend training on Title VI and other nondiscrimination authorities when offered by GDOT or any other regulatory agency.
- Disseminate Title VI information to the public including in languages other than English, when necessary.
- Develop a process to collect data related to race, color and national origin of service area population to ensure low income, minorities, and other underserved groups are included and not discriminated against.
- Implement procedures for the prompt processing of Title VI complaints.

Title VI Plan

2.1 First Time Applicant Requirements

FTA Circular 4702.1B, Chapter III, Paragraph 3: Entities applying for FTA funding for the first time shall provide information regarding their Title VI compliance history if they have previously received funding from another Federal agency.

Lumpkin County Transit System is not a first-time applicant for FTA/GDOT funding. The following is a summary of Lumpkin County Transit System's current and pending federal and state funding.

Current and Pending FTA Funding

1. FTA 5311, FY2022, \$125,030.00, Current

Current and Pending GDOT Funding

1. FTA 5311, FY2022, \$5503.85, Current

During the previous three years, Georgia DOT did complete a Title VI compliance review of Lumpkin County Transit System. Lumpkin County Transit System has not been found to be in noncompliance with any civil rights requirements.

2.2 Annual Certifications and Assurances

FTA Circular 4702.1B, Chapter III, Paragraph 2: Every application for financial assistance from FTA must be accompanied by an assurance that the applicant will carry out the program in compliance with the Title VI regulations.

In accordance with 49 CFR Section 21.7(a), every application for financial assistance from FTA must be accompanied by an assurance that the applicant will carry out the program in compliance with Title VI regulations. This requirement shall be fulfilled when the applicant/recipient submits its annual certifications and assurances. Primary recipients will collect Title VI assurances from sub-recipients prior to passing through FTA funds.

Lumpkin County Transit System will remain in compliance with this requirement by annual submission of certifications and assurances as required by GDOT and/or another primary recipient.

Title VI Plan

2.3 Title VI Plan Concurrence and Adoption

This Title VI Plan received GDOT concurrence on May 25, 2021. The Plan was approved and adopted by Lumpkin County Transit System's Board of Directors during a meeting held on November 17, 2020. A copy of the meeting minutes and GDOT concurrence letter is included in Appendix C of this Plan.

Attachment: FINAL 2021 Lumpkin County Title VI Plan (2021-062 : GDOT 5311 - Lumpkin County Transit System Title VI Plan)

3.0 Title VI Notice to the Public

FTA Circular 4702.1B, Chapter III, Paragraph 5: Title 49 CFR 21.9(d) requires recipients to provide information to the public regarding the recipient's obligations under DOT's Title VI regulations and apprise members of the public of the protections against discrimination afforded to them by Title VI.

3.1 Notice to Public

Recipients must notify the public of its rights under Title VI and include the notice and where it is posted in the Title VI Plan. The notice must include:

- A statement that the agency operates programs without regard to race, color and national origin
- A description of the procedures members of the public should follow in order to request additional information on the grantee's nondiscrimination obligations
- A description of the procedure members of the public should follow in order to file a discrimination complaint against the grantee

The notice is included in Appendix D of this Plan. The notice should be translated into other languages, as necessary.

3.2 Notice Posting Locations

The Notice to Public will be posted at many locations to apprise the public of Lumpkin County Transit System's obligations under Title VI and to inform them of the protections afforded them under Title VI. At a minimum, the notice will be posted in public areas of Lumpkin County Transit System's office(s) including the reception desk and meeting rooms, and on the website at www.lumpkincounty.gov/292/Transit. Additionally, Lumpkin County Transit System will post the notice at on transit vehicles.

A version of this notice is included in Appendix D of this Plan.

4.0 Title VI Procedures and Compliance

FTA Circular 4702.1B, Chapter III, Paragraph 6: All recipients shall develop procedures for investigating and tracking Title VI complaints filed against them and make their procedures for filing a complaint available to member of the public.

4.1 Complaint Procedure

Any person who believes he or she has been discriminated against on the basis of race, color or national origin by Lumpkin County Transit System may file a Title VI complaint by completing and submitting the agency's Title VI Complaint Form (refer to Appendix E). Lumpkin County Transit System investigates complaints received no more than 180 days after the alleged incident. Lumpkin County Transit System will process complaints that are complete.

Once the complaint is received, Lumpkin County Transit System will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing him/her whether the complaint will be investigated by our office.

Lumpkin County Transit System has ninety (90) days to investigate the complaint. If more information is needed to resolve the case, Lumpkin County Transit System may contact the complainant. The complainant has ten (10) business days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within ten (10) business days, Lumpkin County Transit System can administratively close the case. A case can also be administratively closed if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. A LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur. If the complainant wishes to appeal the decision, she/he has seven (7) days to do so from the time he/she receives the closure letter or the LOF.

The complaint procedure will be made available to the public on Lumpkin County Transit System's website (www.lumpkincounty.gov/292/Transit)

4.2 Complaint Form

A copy of the complaint form in English is provided in Appendix E and on Lumpkin County Transit System's website (www.lumpkincounty.gov/292/Transit)

4.3 Record Retention and Reporting Policy

FTA requires that all direct and primary recipients (GDOT) document their compliance by submitting a Title VI Plan to their FTA regional civil rights officer once every three (3) years. Lumpkin County Transit System will submit Title VI Plans to GDOT for concurrence on an annual basis or any time a major change in the Plan occurs.

Compliance records and all Title VI related documents will be retained for a minimum of three (3) years and reported to the primary recipient annually.

4.4 Sub-recipient Assistance and Monitoring

FTA Circular 4702.1B, Chapter III, Paragraph 11: Primary recipients should assist their sub-recipients in complying with DOT's Title VI regulations, including the general reporting requirements.

Lumpkin County Transit System does not have any sub-recipients to provide monitoring and assistance to. As a sub-recipient to GDOT, Lumpkin County Transit System utilizes the sub-recipient assistance and monitoring provided by GDOT, as needed. In the future, if Your Transit System has sub-recipients, it will provide assistance and monitoring as required by FTA Circular 4702.1B. Lumpkin County Transit System has sub-recipients, it will provide assistance and monitoring as required by FTA Circular 4702.1B.

4.5 Sub recipients and Subcontractors

Lumpkin County Transit System is responsible for ensuring that subcontractors (TPOs) are in compliance with Title VI requirements. Sub recipients may not discriminate in the selection and retention of any subcontractors. Subcontractors also may not discriminate in the selection and retention of any subcontractors. Lumpkin County Transit System, subcontractors, and/or TPOs may not discriminate in their employment practices in connection with federally assisted projects. Subcontractors and TPOs are not required to prepare or submit a Title VI Plan. However, the following nondiscrimination clauses will be inserted into every contract with contractors and subcontractors subject to Title VI regulations.

Nondiscrimination Clauses

During the performance of a contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") must agree to the following clauses:

1. **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter,

Title VI Plan

- “USDOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 3. **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the subcontractor’s obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, or national origin.
 4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Georgia Department of Transportation and/or the Federal Transit Administration*, to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Georgia Department of Transportation*, and/or the *Federal Transit Administration*, as appropriate, and shall set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this contract, Lumpkin County Transit System shall impose contract sanctions as appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
 6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Lumpkin County Transit System, Georgia Department of Transportation, and/or the Federal Transit Administration, may direct as a means of enforcing such provisions including sanctions for noncompliance.

Disadvantaged Business Enterprise (DBE) Policy

As a condition of your agreement with GDOT, Lumpkin County Transit System and its contractors and subcontractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the opportunity to participate in the performance of contracts. Lumpkin County Transit System and its contractor and subcontractors shall not discriminate on the basis of race, color, or national origin, in the performance of any contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of GDOT-assisted contracts. Failure by the contractor to carry

Title VI Plan

out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy as the recipient deems appropriate.

E-Verify

As a condition of your agreement with GDOT, vendors and contractors of Lumpkin County Transit System shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the vendor or contractor while contracted with Lumpkin County Transit System. Additionally, vendors and contractors shall expressly require any subcontractors performing work or providing services pursuant to work for Lumpkin County Transit System shall likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor while working for Lumpkin County Transit System.

Title VI Plan

5.0 Title VI Investigations, Complaints, and Lawsuits

FTA Circular 4702.1B, Chapter III, Paragraph 7: In order to comply with the reporting requirements of 49 CFR 21.9(b), FTA requires all recipients to prepare and maintain a list of any of the following that allege discrimination on the basis of race, color, or national origin: active investigations....; lawsuits, and complaints naming the recipient.

In accordance with 49 CFR 21.9(b), Lumpkin County Transit System must record and report any investigations, complaints, or lawsuits involving allegations of discrimination. The records of these events shall include the date the investigation, lawsuit, or complaint was filed; a summary of the allegations; the status of the investigation, lawsuit, or complaint; and actions taken by Lumpkin County Transit System in response; and final findings related to the investigation, lawsuit, or complaint. The records for the previous three (3) years shall be included in the Title VI Plan when it is submitted to GDOT.

Lumpkin County Transit System has had no investigations, complaints, or lawsuits involving allegations of discrimination on the basis of race, color, or national origin over the past three (3) years. A summary of these incidents is recorded in Table 1.

Table 1: Summary of Investigations, Lawsuits, and Complaints

	Date (Month, Day, Year)	Summary (include basis of complaint: race, color, or national origin)	Status	Action(s) Taken
Investigations				
1.				
2.				
Lawsuits				
1.				
2.				
Complaints				
1.				
2.				

6.0 Public Participation Plan

FTA Circular 4702.1B, Chapter III, Paragraph 4.a.4: Every Title VI Plan shall include the following information: A public participation plan that includes an outreach plan to engage minority and limited English proficient populations, as well as a summary of outreach efforts made since the last Title VI Plan submission. A recipient's targeted public participation plan of minority populations may be part of efforts that extend more broadly to include constituencies that are traditionally underserved, such as people with disabilities, low-income populations, and others.

The Public Participation Plan (PPP) for Lumpkin County Transit System was developed to ensure that all members of the public, including minorities and Limited English Proficient (LEP) populations, are encouraged to participate in the decision-making process for Lumpkin County Transit System. Policy and service delivery decisions need to take into consideration community sentiment and public opinion based upon well-executed outreach efforts. The public outreach strategies described in the PPP are designed to provide the public with effective access to information about Lumpkin County Transit System services and to provide a variety of efficient and convenient methods for receiving and considering public comment prior to implementing changes to services. The PPP is included as Appendix F to this Title VI Plan.

Current Outreach Efforts

Lumpkin County Transit System is required to submit a summary of public outreach efforts made over the last three (3) years. The following is a list and short description of Lumpkin County Transit System's recent, current, and planned outreach activities.

- Brochures – Lumpkin County Transit brochures have been strategically placed throughout the community. Such as: the library, medical facilities, educational facilities, health department, businesses, etc.
- Word of Mouth – This is some of the best outreach; current passengers telling others about Transit.
- County Website – Transit services are advertised on the Lumpkin County website.
- Community Outreach – We work closely with the Senior Center by taking seniors to the center in the morning for daily activities and nutrition and take them back home in the afternoon.
- Redesign of Brochure – Transit staff redesigned the Transit brochure making it more appealing to the community. As well, the new design clarifies that Transit is for everyone, which will dispel the perception in the community that Transit is only for senior citizens.
- Business Cards – Business cards were printed for easy access to the telephone number and fees and placed throughout the County
- We also work with the Lumpkin County Senior Center taking Senior Citizens to and from the center daily for nutrition and personal engagement.

7.0 Language Assistance Plan

FTA Circular 4702.1B, Chapter III, Paragraph 9: Recipients shall take reasonable steps to ensure meaningful access to benefits, services, information, and other important portions of their programs and activities for individuals who are limited English proficient (LEP).

Lumpkin County Transit System operates a transit system within Lumpkin County. The Language Assistance Plan (LAP) has been prepared to address Lumpkin County Transit System's responsibilities as they relate to the needs of individuals with Limited English Proficiency (LEP). Individuals, who have a limited ability to read, write, speak or understand English are LEP. In Lumpkin County Transit System service-area there are 532 residents or 1.71% who describe themselves as those who speak English less than "very well". (U.S. Census American Survey 2019 5-Year Estimates). Lumpkin County Transit System is federally mandated (Executive Order 13166) to take responsible steps to ensure meaningful access to the benefits, services, information and other important portions of its programs and activities for individuals who are LEP. Lumpkin County Transit System has utilized the U.S. Department of Transportation (DOT) LEP Guidance Handbook and performed a four-factor analysis to develop its LAP. The LAP is included in this Title VI Plan as Appendix G.

8.0 Transit Planning and Advisory Bodies

FTA Circular 4702.1B, Chapter III, Paragraph 10: Recipients that have transit-related, non-elected planning boards, advisory councils or committees, or similar committees, the membership of which is selected by the recipient, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees.

Lumpkin County Transit System does not have a transit-related committee or board; therefore, this requirement does not apply.

9.0 Title VI Equity Analysis

FTA Circular 4702.1B, Chapter III, Paragraph 4.a.8: If the recipient has constructed a facility, such as vehicle storage, maintenance facility, operation center, etc., the recipient shall include a copy of the Title VI equity analysis conducted during the planning stage with regard to the location of the facility.

Title 49 CFR, Appendix C, Section (3)(iv) requires that “the location of projects requiring land acquisition and the displacement of persons from their residences and business may not be determined on the basis of race, color, or national origin.” For purposes of this requirement, “facilities” does not include bus shelters, as they are considered transit amenities. It also does not include transit stations, power substations, or any other project evaluated by the National Environmental Policy Act (NEPA) process. Facilities included in the provision include, but are not limited to, storage facilities, maintenance facilities, operations centers, etc. In order to comply with the regulations, Lumpkin County Transit System will ensure the following:

1. Lumpkin County Transit System will complete a Title VI equity analysis for any facility during the planning stage with regard to where a project is located or sited to ensure the location is selected without regard to race, color, or national origin. Lumpkin County Transit System will engage in outreach to persons potentially impacted by the siting of the facility. The Title VI equity analysis must compare the equity impacts of various siting alternatives, and the analysis must occur before the selection of the preferred site.
2. When evaluating locations of facilities, Lumpkin County Transit System will give attention to other facilities with similar impacts in the area to determine if any cumulative adverse impacts might result. Analysis should be done at the Census tract or block group level where appropriate to ensure that proper perspective is given to localized impacts.
3. If Lumpkin County Transit System determines that the location of the project will result in a disparate impact on the basis of race, color, or national origin, Lumpkin County Transit System may only locate the project in that location if there is a substantial legitimate justification for locating the project there, and where there are no alternative locations that would have a less disparate impact on the basis of race, color, or national origin. Lumpkin County Transit System must demonstrate and document how both tests are met. Lumpkin County Transit System will consider and analyze alternatives to determine whether those alternatives would have less of a disparate impact on the basis of race, color, or national origin, and then implement the least discriminatory alternative.

Lumpkin County Transit System has not recently constructed any facilities nor does it currently have any facilities in the planning stage. Therefore, Lumpkin County Transit System does not have any Title VI Equity Analysis reports to submit with this Plan. Lumpkin County Transit System will utilize the demographic maps included in Appendix I for future Title VI analysis.

10.0 System-Wide Service Standards and Service Policies

FTA Circular 4702.1B, Chapter III, Paragraph 10: All fixed route transit providers shall set service standards and policies for each specific fixed route mode of service they provide.

Lumpkin County Transit System is not a fixed route service provider.

11.0 Appendices

APPENDIX A	FTA CIRCULAR 4702.1B REPORTING REQUIREMENTS FOR TRANSIT PROVIDERS
APPENDIX B	CURRENT SYSTEM DESCRIPTION
APPENDIX C	TITLE VI PLAN ADOPTION MEETING MINUTES AND GDOT CONCURRENCE LETTER
APPENDIX D	TITLE VI NOTICE TO PUBLIC
APPENDIX E	TITLE VI COMPLAINT FORM
APPENDIX F	LIST OF TRANSIT RELATED TITLE VI INVESTIGATIONS, COMPLAINTS, AND LAWSUITS
APPENDIX G	PUBLIC PARTICIPATION PLAN
APPENDIX H	LANGUAGE ASSISTANCE PLAN
APPENDIX I	OPERATING AREA LANGUAGE DATA: LUMPKIN COUNTY TRANSIT SYSTEM SERVICE AREA
APPENDIX J	DEMOGRAPHIC MAPS
APPENDIX K	TITLE VI EQUITY ANALYSIS

Appendix A

FTA Circular 4702.1B Reporting Requirements for Transit Providers

Title VI Plan

Every three years, on a date determined by FTA, each recipient is required to submit the following information to the Federal Transit Administration (FTA) as part of their Title VI Program. Sub-recipients shall submit the information below to their primary recipient (the entity from whom the sub-recipient receives funds directly), on a schedule to be determined by the primary recipient.

General Requirements

All recipients must submit:

- ☐ Title VI Notice to the Public, including a list of locations where the notice is posted
- ☐ Title VI Complaint Procedures (i.e., instructions to the public regarding how to file a Title VI discrimination complaint)
- ☐ Title VI Complaint Form
- ☐ List of transit-related Title VI investigations, complaints, and lawsuits
- ☐ Public Participation Plan, including information about outreach methods to engage minority and limited English proficient populations (LEP), as well as a summary of outreach efforts made since the last Title VI Program submission
- ☐ Language Assistance Plan for providing language assistance to persons with limited English proficiency (LEP), based on the DOT LEP Guidance
- ☐ A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees
- ☐ Primary recipients shall include a description of how the agency monitors its sub-recipients for compliance with Title VI, and a schedule of sub-recipient Title VI Program submissions
- ☐ **A Title VI equity analysis if the recipient has constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc.**
- ☐ A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions reviewed and approved the Title VI Program. For State DOTs, the appropriate governing entity is the State's Secretary of Transportation or equivalent. The approval must occur prior to submission to FTA.
- ☐ Additional information as specified in Chapters IV, V, and VI, depending on whether the recipient is a transit provider, a State, or a planning entity (see below)

Title VI Plan

Attachment: FINAL 2021 Lumpkin County Title VI Plan (2021-062 : GDOT 5311 - Lumpkin County Transit System Title VI Plan)

Appendix B

Current System Description

Current System Description

1. An overview of the organization including its mission, program goals and objectives.
Lumpkin County Transit System's current and long-term focus as a transportation provider is on maintaining the best-coordinated transportation system possible for this community. Our goal is to create a coordinated system with the objective of providing safe, reliable, timely and efficient transportation services to county residents. We provide rides to all citizens for shopping, medical, some employment, and to many Seniors as we take them to and from the Senior Center for mental and physical stimulation and nutritional needs. One of our main goals would be to re-gain ridership lost from the pandemic.
2. Organizational structure, type of operation, number of employees, service hours, staffing plan and safety and security plan.
The Lumpkin County Transit System is a part of the Lumpkin County Government, and therefore is regarded and treated as other County Departments. Being a County function, the relationship and flow of information to the Lumpkin County Board of Commissioners is direct. Our organization is made up of 6 full time employees. Our transportation department has a total of 6 employees that include: 1 full-time driver, 1 administrator, 1 support staff and 3 Fleet maintenance mechanics. The Transit Manager is responsible for all of the day-to-day operations of our organization and reports directly to the Public Works Director who has a direct link to the Lumpkin County Board of Commissioners (BOC). Our BOC is committed to this program and has, therefore, incorporated our service within the County's Public Transportation Program. Transportation services are provided in accordance with the approved Operations Manual/System Safety/Security Program and its Transportation Disadvantaged Service Plan (TDSP). Our agency staffing plan is outlined in our 2011 Transit Development Plan (page 201) and 2012 Operations Handbook (page 34). Our service hours are 8:00am – 4:00pm Monday through Friday with some holidays off.
3. Indicate if your agency is a government authority.
The Lumpkin County Transit System is a part of the Lumpkin County Government, and therefore is regarded and treated as other County Departments. Being a County function, the relationship and flow of information to the Lumpkin County Board of Commissioners is direct.
4. Who is responsible for insurance, training and management, and administration of the agency's transportation programs?
Lumpkin County Transit System's Manager is responsible for training and management of our transportation program. All safety sensitive employees are required to complete GDOT approved safety and security training courses as part of their new hire orientation. All new employees are also required to complete on-the-road drivers training, which includes riding with an experienced driver, behind-the-wheel training, and training on proper use of wheelchair lifts and securement devices. The Transit System's Manager is responsible for annual renewal of all liability insurance for both GDOT vehicles, as well as vehicle registration renewal. It is the Transportation Manager's responsibility to

Title VI Plan

administer all aspects of the transportation program and to control access and usage of all agency vehicles.

5. Who provides vehicle maintenance and record keeping?

Maintenance on all agency vehicles is provided by Lumpkin County's Fleet Maintenance Department. The Fleet Manager is ASE certified and supervises technicians with his experience in working on commercial passenger vehicles like the type our agency uses. All maintenance is performed using the Preventative Maintenance Plan, which conforms to the State Vehicle Maintenance Guidelines set forth in the GDOT Preventative Maintenance Guidelines document. All vehicle files and driver files are kept on-site at our operations base located at 1646 Red Oak Flats Rd. Dahlonega, GA 30533 and are maintained by the Fleet Manager. All records are maintained and retained for a minimum of four (4) years.

6. Number of current transportation related employees

Our transportation department has a total of 6 employees that include: 1 full-time driver, 1 administrator, 1 support staff and 3 Fleet maintenance mechanics.

7. Who will drive the vehicle, number of drivers, CDL certifications, etc.?

Only transportation employees that have completed all of the required safety and drivers training requirements will be allowed to drive the agency vehicles. CDL Certifications are not required for any of the vehicles used.

8. A detailed description of service routes and ridership numbers

Transportation services provided through our program are available to all citizens of Lumpkin County. Our service area is within the boundaries of Lumpkin County. We provide a wide range of trip purposes that include but are not limited to: medical, nutrition, shopping, shopping, social services, training, employment, social and recreation.

Currently, our fleet consists of two (2) shuttle vans to provide passenger services which are equipped for wheelchair service. We prioritize grouping trips and multi-loading to the maximum extent possible. Our pre-pandemic ridership average was approximately 26 per day. Our transit system continued to remain fully operational during the pandemic. During the pandemic our ridership dropped 85-90%. One of our two drivers retired during this time. This position will be filled when ridership request returns to that level of need. With the restrictions slowly beginning to lift and the public gaining confidence of safety levels, our ridership is improving every day. Throughout these trying times our commitment to our customers has remained our top priority. We continue to leverage our fleet resources so that all vehicles are used in a responsible manner to provide full coverage and retire the vehicles at a consistent pace and appropriate age and mileage.

Appendix C

Title VI Plan Adoption Meeting Minutes and GDOT Concurrence Letter



LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Agenda
Commissioners Boardroom

November 17, 2020
 6:00 P.M.

- **CALL TO ORDER** Chairman Dockery
- **INVOCATION**
- **CONSIDERATION OF AGENDA**
- **PUBLIC COMMENTS (Agenda Specific)**
- **CONSIDERATION OF MINUTES**
 1. Board of Commissioners - Work Session - Oct 6, 2020 4:00 PM
 2. Board of Commissioners - Special Called Work Session - Oct 13, 2020 9:00 AM
 3. Board of Commissioners - Work Session II - Oct 20, 2020 5:30 PM
 4. Board of Commissioners - Regular Meeting - Oct 20, 2020 6:00 PM
 5. Board of Commissioners - Public Hearing - Oct 29, 2020 2:00 PM
- **RESOLUTIONS**
 6. One Time Exception to the Facility Naming Policy
 7. 2020 - 56 - Resolution Dedicating the Kelley Building in Honor of Stanley J. Kelley
 8. 2020 - 49 - Consideration of 2021 BOC Meeting Calendar *(County Clerk Melissa Witcher)*
 9. 2020 - 50 - Establish 2021 Lumpkin County Government Holiday Schedule *(Community & Employee Services Director Alicia Davis)*
 10. 2020 - 51 - Consideration of the Lumpkin County 2021 Budget Calendar for FY 2022 Budget *(Finance Director Abby Branan)*
 11. 2020 - 52 - November Surplus Property *(Finance Director Abby Branan)*
 12. 2020 - 53 - Amendment to Timber Operation Ordinance *(Planning Director Bruce Georgia)*
 13. 2020 - 54 - Appoint Members to Board of Elections and Registration
 14. 2020 - 55 - Appoint Member to the Hospital Authority of Lumpkin County
- **REPORTS**

Department reports can be viewed on the Commissioners web page at www.lumpkincounty.gov
 Elected Officials
- **CONTRACTS/AGREEMENTS**

Title VI Plan

15. 2020-064 - Holly Theatre Use of Cannery Building Agreement *(Special Projects Director Allison Martin)*
 16. 2020-065 - AVITA Community Partners Ethan Allen Drive & Johnson Street MOU *(Special Projects Director Allison Martin)*
 17. 2020-066 - Mark Robinson Hauling, Inc. – Recycling & Transfer Station Lease Agreement *(Public Works Director Larry Reiter)*
 18. 2020-067 - CorrectHealth Inmate Medical Renewal *(Major Doug Cochran)*
 19. 2020-068 - GDOT 5311 FY22 Transit Operating & Capital Assistance Application *(Transit Manager Randy Allison)*
 20. 2020-069 - Recycling IGA with Hall County *(Public Works Director Larry Reiter)*
 21. 2020-070 - Evergreen Solutions Compensation Pay Study Contract *(Community & Employee Services Director Alicia Davis)*
 22. 2020-071 - Ratify Lumpkin County & Board of Education Aquatic Center IGA *(Special Projects Director Allison Martin)*
 23. 2020-072 - NetZero LED Light Contract *(Special Projects Director Allison Martin)*
 24. 2020-073 - Union County MOU for Case 580I Backhoe *(Public Works Director Larry Reiter)*
- **OTHER ITEMS**
 25. 2014 SPLOST Funds - Vehicle Purchase *(Fire Chief David Wimpy)*
 26. 2014 SPLOST - 2020 Work Plan Amendment *(Special Projects Director Allison Martin)*
 - **COUNTY MANAGER**
 - **COUNTY ATTORNEY**
 - **COMMISSIONERS**
 - **PUBLIC COMMENTS**
 - **EXECUTIVE SESSION - Land Acquisition**
 - **ADJOURNMENT**

Title VI Plan

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Minutes
 Commissioners Boardroom



November 17, 2020
 6:00 P.M.

CALL TO ORDER

The meeting was called to order at 6:07 PM by Chairman Chris Dockery

Attendee Name	Title	Status	Arrived
Chris Dockery	Chairman	Present	
David Miller	District 1 Commissioner	Present	
Bobby Mayfield	District 2 Commissioner	Present	
Rhett Stringer	District 3 Commissioner	Present	
Jeffrey Moran	District 4 Commissioner	Present	

INVOCATION

Chairman Chris Dockery gave the invocation followed by the Pledge of Allegiance.

CONSIDERATION OF AGENDA

***Motion:** A motion was made by District 3 Commissioner Stringer to approve the agenda with the addition of an item to have a one-time exception to the naming policy and to add Resolution 2020-056. The motion was seconded by District 1 Commissioner Miller. The motion was approved and carried.*

PUBLIC COMMENTS (Agenda Specific)**CONSIDERATION OF MINUTES**

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

1. Board of Commissioners - Work Session - Oct 6, 2020 4:00 PM
2. Board of Commissioners - Special Called Work Session - Oct 13, 2020 9:00 AM
3. Board of Commissioners - Work Session II - Oct 20, 2020 5:30 PM
4. Board of Commissioners - Regular Meeting - Oct 20, 2020 6:00 PM
5. Board of Commissioners - Public Hearing - Oct 29, 2020 2:00 PM

RESOLUTIONS

6. One Time Exception to the Facility Naming Policy

Regular Meeting
 November 17, 2020
 Page 1

Title VI Plan

One Time Exception to the Facility Naming Policy

Motion: A motion was made by Chairman Dockery to approve a one-time exception to the naming policy. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

7. 2020 - 56 - Resolution Dedicating the Kelley Building in Honor of Stanley J. Kelley

Resolution Dedicating the Kelley Building in Honor of Stanley J. Kelley

Motion: A motion was made by District 1 Commissioner Miller to approve Resolution Dedicating the Kelley Building in Honor of Stanley J. Kelley. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

8. 2020 - 49 - Consideration of 2021 BOC Meeting Calendar (County Clerk Melissa Witcher)

2021 BOC Meeting Calendar

Motion: A motion was made by District 4 Commissioner Moran to approve Consideration of 2021 BOC Meeting Calendar. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

9. 2020 - 50 - Establish 2021 Lumpkin County Government Holiday Schedule (Community & Employee Services Director Alicia Davis)

Establish 2021 Holiday Schedule

Motion: A motion was made by District 2 Commissioner Mayfield to approve Establish 2021 Lumpkin County Government Holiday Schedule. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

10. 2020 - 51 - Consideration of the Lumpkin County 2021 Budget Calendar for FY 2022 Budget (Finance Director Abby Branam)

Consideration of the Lumpkin County 2021 Budget Calendar for FY 2022 Budget

Motion: A motion was made by Chairman Dockery to approve Consideration of the Lumpkin County 2021 Budget Calendar for FY 2022 Budget. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

11. 2020 - 52 - November Surplus Property (Finance Director Abby Branam)

Recommended list of County inventory items to be declared surplus.

Motion: A motion was made by District 1 Commissioner Miller to approve November Surplus Property. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

12. 2020 - 53 - Amendment to Timber Operation Ordinance (Planning Director Bruce Georgia)

Adopt Amendment to Timber Operation Ordinance

Motion: A motion was made by District 2 Commissioner Mayfield to approve Amendment to Timber Operation Ordinance. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

13. 2020 - 54 - Appoint Members to Board of Elections and Registration

Appoint Members to Board of Elections and Registration - Republican Party Member Dottie Krull to Seat 2 and Democratic Party Member Peri Lyn Gordon to Seat 3 both with terms expiring 12/31/2024.

Title VI Plan

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

14. 2020-55 - Appoint Member to the Hospital Authority of Lumpkin County

Appoint Clark Pierce to Seat 9 of an unexpired term ending 03.01.2023 of the Hospital Authority of Lumpkin County.

Motion: A motion was made by Chairman Dockery to appoint Clark Pierce to Seat 9 of the Hospital Authority with an unexpired term ending 03.01.2023. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

REPORTS

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

Elected Officials

CONTRACTS/AGREEMENTS

15. 2020-064 - Holly Theatre Use of Cannery Building Agreement (Special Projects Director Allison Martin)

Holly Theatre Use of Cannery Building Agreement

Motion: A motion was made by Chairman Dockery to approve the agreement. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried. Commissioner Miller recused himself from the vote.

16. 2020-065 - AVITA Community Partners Ethan Allen Drive & Johnson Street MOU (Special Projects Director Allison Martin)

AVITA Community Partners Ethan Allen Drive & Johnson Street MOU

Motion: A motion was made by District 2 Commissioner Mayfield to approve AVITA Community Partners Ethan Allen Drive & Johnson Street MOU. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried. Commissioner Miller recused himself from the vote.

17. 2020-066 - Mark Robinson Hauling, Inc. – Recycling & Transfer Station Lease Agreement (Public Works Director Larry Reiter)

This is to discuss renewing the recycling & transfer station lease agreement with Mark Robinson Hauling, LLC.

Motion: A motion was made by District 4 Commissioner Moran to approve Mark Robinson Hauling, Inc. – Recycling & Transfer Station Lease Agreement. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

18. 2020-067 - CorrectHealth Inmate Medical Renewal (Major Doug Cochran)

CorrectHealth Inmate Medical Renewal

Motion: A motion was made by District 1 Commissioner Miller to approve CorrectHealth Inmate Medical Renewal. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

19. 2020-068 - GDOT 5311 FY22 Transit Operating & Capital Assistance Application (Transit Manager Randy Allison)

Regular Meeting
November 17, 2020
Page 3

Title VI Plan

APPLICATION SUBMISSION FFY 2022 (July 1, 2021 – June 30, 2022) 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 December 9, 2020.

Motion: A motion was made by District 3 Commissioner Stringer to approve GDOT 5311 FY22 Transit Operating & Capital Assistance Application. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

20. 2020-069 - Recycling IGA with Hall County (Public Works Director Larry Reiter)

Renew the recycling IGA with Hall County

Motion: A motion was made by District 1 Commissioner Miller to approve Recycling IGA with Hall County. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

21. 2020-070 - Evergreen Solutions Compensation Pay Study Contract (Community & Employee Services Director Alicia Davis)

Classification and Compensation Study

Motion: A motion was made by Chairman Dockery to approve Evergreen Solutions Compensation Pay Study Contract. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

22. 2020-071 - Ratify Lumpkin County & Board of Education Aquatic Center IGA (Special Projects Director Allison Martin)

Ratify Lumpkin County & Board of Education Aquatic Center IGA

Motion: A motion was made by District 2 Commissioner Mayfield to approve Ratify Lumpkin County & Board of Education Aquatic Center IGA. The motion was seconded by District 1 Commissioner Miller. The motion was approved and carried.

23. 2020-072 - NetZero LED Light Contract (Special Projects Director Allison Martin)

NetZero LED Light Contract

Motion: A motion was made by District 1 Commissioner Miller to approve the agreement for the Community Center. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

24. 2020-073 - Union County MOU for Case 580L Backhoe (Public Works Director Larry Reiter)

Approve a MOU for the transfer of a 1998 Case 580L backhoe to Union County.

Motion: A motion was made by District 4 Commissioner Moran to approve Union County MOU for Case 580L Backhoe. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

OTHER ITEMS

25. 2014 SPLOST Funds - Vehicle Purchase (Fire Chief David Wimpy)

Replacement of Battalion vehicle through SPLOST funding.

Motion: A motion was made by District 3 Commissioner Stringer to approve 2014 SPLOST Funds - Vehicle Purchase. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

Title VI Plan

26. 2014 SPLOST - 2020 Work Plan Amendment (Special Projects Director Allison Martin)

Approval of the work plan amendment for 2020 YR7 (partial)

COUNTY MANAGER**COUNTY ATTORNEY****COMMISSIONERS**

Commissioner Stringer gave an update on the Water & Sewerage Authority extension project on Auraria and Castleberry Roads.

PUBLIC COMMENTS

There were no public comments.

EXECUTIVE SESSION - Land Acquisition

***Motion:** A motion was made by Commissioner Miller to enter Executive Session at 7:14 PM. The motion was seconded by Commissioner Mayfield. The motion was approved and carried.*

***Motion:** A motion was made by Commissioner Mayfield to exit Executive Session and re-enter regular session. The motion was seconded by Commissioner Miller. The motion was approved and carried, and the meeting entered regular session at 7:38 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 7:39 PM.*

December 16, 2020

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Melissa Witcher

County Clerk, Lumpkin County

Regular Meeting
November 17, 2020
Page 5

Attachment: FINAL 2021 Lumpkin County Title VI Plan (2021-062 : GDOT 5311 - Lumpkin County Transit System Title VI Plan)



August 23, 2021

Mr. Randy Allison, Transit Director Lumpkin County Transit
266 Mechanicsville Road
Dahlonega, Georgia 30533 Dear Mr. Allison,

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

The Department has completed its review of your Title VI Plan and has determined that it meets the requirements established in the Federal Transit Administration's (FTA) Circular 4702.1B, "Title VI Program Guidelines for Federal Transit Administration Recipients," effective October 1, 2012.

Thank you for your ongoing cooperation and compliance of the FTA Civil Rights Program requirements. Should you need assistance or have any questions, please do not hesitate to contact Ashley Finch, Rail/Transit Planner directly at afinch@dot.ga.gov or (470) 432-1751.

Sincerely,

Digitally signed by Kaycee Mertz
DN: C=US,
E=kmertz@dot.ga.gov,
O=GDOT, OU=Intermodal,
CN=Kaycee Mertz

Kaycee Mertz

Kaycee Mertz

Reason: I am approving this document Date: 2021.09.01 22:21:05 -04'00'



Transit Program
Manager Division of
Intermodal

Attachment: FINAL 2021 Lumpkin County Title VI Plan (2021-062 : GDOT 5311 - Lumpkin County Transit System Title VI Plan)

Title VI Plan



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

May 25, 2021

The Honorable Chris Dockery, Chairman
 Lumpkin County Board of Commissioners
 1646 Red Oak Flats Road
 Dahlonega, GA 30533

In Re: FTA 5311 – FY2022 Operating and Capital
 Project Number – T007163
 Contract Amount- \$130,534.65

Dear Chairman Dockery:

Enclosed for execution by *Lumpkin County* is an electronic contract for FY 2022 to assist with the operation of your public transit system under the FTA's 5311 Rural Assistance Program. The project contains 50% federal operating funds in the amount of \$81,000.00 and a local match of 50% in the amount of \$81,000.00. The project also contains 80% federal capital funds in the amount of \$44,030.80, 10% state funds in the amount of \$5,503.85, and a 10% local match in the amount of \$5,503.85.

Instructions on how to complete the electronic contract have been attached for your convenience. Please refer to these instructions as needed to complete the electronic process.

After the contract has been fully executed, the Department will issue an electronic notification indicating the contract process has been completed along with a copy of the executed contract. The contract is not valid until your agency receives a written "Notice to Proceed" from GDOT's Intermodal office. *Lumpkin County must comply with all applicable FTA regulations, policies, procedures and directives, specifically CFR 4220.1F as it relates to third-party contracting and procurement.*

If you have further questions, please do not hesitate to contact your District PTS/Planner Zinia Pruna-Franklin, at 678-858-4372.

Sincerely,

Kaycee Mertz
 Transit Program Manager

KM:KD

Enclosures

Attachment: FINAL 2021 Lumpkin County Title VI Plan (2021-062 : GDOT 5311 - Lumpkin County Transit System Title VI Plan)

Appendix D

Title VI Notice to Public

Notifying the Public of Rights Under Title VI

Lumpkin County Transit System

- Lumpkin County Transit System operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Lumpkin County Transit System.
- For more information on Lumpkin County Transit System's civil rights program, and the procedures to file a complaint, contact 706-482-2495, email transit@lumpkincounty.gov; or visit our administrative office at 1646 Red Oak Flats Road, Dahlonega, Georgia. 30533. For more information, visit <https://www.lumpkincounty.gov/292/Transit>
- If information is needed in another language, contact 706-482-2495.
- You may also file your complaint directly with the FTA at: Federal Transit Administration Office of Civil Rights Attention: Title VI Program Coordinator, East Building, 5th Floor - TCR 1200 New Jersey Ave., SE, Washington, DC 20590

Title VI Plan

Dahlonega, Ga., June 30, 2021

The Dahlonega Budget

Page 9A

Notifying the Public of Rights Under Title VI
Lumpkin County Transit System

- Lumpkin County Transit System operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Lumpkin County Transit System.
- For more information on Lumpkin County Transit System's civil rights program, and the procedures to file a complaint, you may contact Randy Allison at 706-482-2495, or email transit@lumpkincounty.gov; or visit our administrative office at 1646 Red Oak Flats Road, Dahlonega, Georgia. 30533. For more information, visit <http://lumpkincounty.gov/292/Transit/>
- If information is needed in another language, contact Randy Allison at 706-482-2495.
- You may also file your complaint directly with the FTA at: Federal Transit Administration Office of Civil Rights Attention: Title VI Program Coordinator, East Building, 5th Floor - TCR 1200 New Jersey Ave., SE, Washington, DC 20590

Dahlonega, Ga., June 30, 2021

The Dahlonega Nugget

Page 9A

LOCAL NEWS

LIBRARY HAPPENINGS

Learn a new language with Mango apps

Library Report

Now that travel is starting to be a reality again, are you planning a trip to another country and would like to learn how to have a conversation in the native tongue? Is learning how to speak French on your bucket list? Perhaps you are finding it more and more useful to become bilingual in a professional setting.

For any of these reasons, or just for the fun of it, check out a great new online resource called Mango Languages.

If you have a valid PINES library card from either Dawson or Lumpkin County Libraries, Mango is free and can be accessed at the library or anywhere that you have Internet access.

You can even Mango on-the-go with apps for Apple or Android devices.

Each lesson combines real life situations and audio from native speakers with simple, clear instructions. The courses are presented with an appreciation for cultural nuance and real-world application by focusing on the four key elements of language learning: vocabulary, pronunciation, grammar, and culture.

To learn more about Mango, stop by the library and ask a librarian for an introduction. Library cardholders can access Mango through the library website at www.dahlonelibrary.org or the Digital Library Online Classes/MANGO icon. Follow the links to take a brief tutorial or visit the MANGO website.

For any further questions about any library events, programs, or services, please call the Lumpkin County Library at 706-844-3355.

Library hosting Red Cross bloodmobile on July 8

The Lumpkin County Library will be hosting the American Red Cross bloodmobile on Thursday, July 8, from 12:30-5:00 p.m.

The Red Cross will be stationed in the library's meeting room, so come out and help others in your community and stop in the library to check out a book, audiobook, or other materials.

If you don't have a PINES library card, this would be

a great time to get one. You may sign up online at www.dahlonelibrary.org and enter sponsor code: (Lumpkin), or by calling the Red Cross at 1-800-735-3767.

Walk-ins are also welcome. The American Red Cross notes that blood is especially needed this time of year, so folks of the community are encouraged to schedule a donation today.

Teen Summer Reading Program will resume July 13

There will be no teen Summer Reading Program on Tuesday, July 6, and no children's program held on Wednesday, July 7. The next teen program is scheduled for Tuesday, July 13, and is specifically for students in 6th-12th grade.

Meet volunteers from CARLETON Power and a furry therapy dog to learn basic dog training tips.

Plus, find out what a therapy dog does and how pets can earn the certification.

The next children's program is scheduled for Wednesday, July 14. Join us at 11 a.m. that morning for musician Daniel Daniels.

Ms. Daniels has been here several times, and her programs are full of energy, enthusiasm, and great music.



Members of the Leadership Lumpkin County Class of 2021 (pictured from left: Ryan Meighen, Shannon Christian, Sydney Casey, Durant Wright, Mary Catherine Beards, Dathan Harber, Mallory Rodriguez, Desyona Plakes, Caitlin Blank, (partially obscured), Deanna Walters, Tyler Quackenbush, Charles Jones III, Charlene Montano, Jonetta Womack, Sandy King, Ben English, Kathy Page, Alan Roach, Mia Ingelhart, George Butler, and Mark Cox. Not pictured: Amanda Conarno-Jordan, Mary Cusack, Gorty Hunt, Paula Paye, and Amy Smith-Wade.

LEADERSHIP LUMPKIN COUNTY

Chamber celebrates Class of 2021

The members of Dahlonega-Lumpkin County Chamber of Commerce Leadership Lumpkin County Program celebrated the completion of the course with a graduation dinner and program at Forrest Hill.

The class overcame many challenges, to include the pandemic, on their way to their May 13th graduation day.

"If ever you wanted to see a group of great leaders, look right here," said Program Chair Nancy Dalman. "This was a year of stress and challenges for everyone but the LLC class of 2021 didn't let that deter them from committing their time and energy to learning about and serving our community."

Chamber Executive Director Rob Nichols described the nine-month long program, "Just like our Youth Leadership program, each class day has a theme and corresponding learning objectives. The themes range from learning about the community and culture of Lumpkin County, briefings on Economic Development, and local Government from local leaders and elected officials; practical exercises on public-speaking; and

For more information at 706-467-3782 or email visit DLChamber.org or membership@DLChamber.org.

Allison Benefits Consulting

OBAMACARE SPECIAL ENROLLMENT

Act soon! Deadline August 15.

- Assistance for those with higher incomes.
- Assistance for those on unemployment.
- You may qualify for a \$10 a month plan

Medicare benefits check up:

- Extra help with Part B premium
- Reduced drug cost
- Social services to help with living expenses

706-345-6882 call 706-959-4348
allisonbenefits@gmail.com
Cleveland, OH 44129

Notifying the Public of Rights Under Title VI Lumpkin County Transit System

- Lumpkin County Transit System operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Lumpkin County Transit System.
- For more information on Lumpkin County Transit System's civil rights program, and the procedures to file a complaint, you may contact Randy Allison at 706-482-2495, or email randy@lumpkincountyga.gov, or visit our administrative office at 1646 Red Oak Flats Road, Dahlonega, Georgia, 30533. For more information, visit <http://lumpkincountyga.gov/292/Transit/>.
- If information is needed in another language, contact Randy Allison at 706-482-2495.
- You may also file your complaint directly with the FTA at: Federal Transit Administration Office of Civil Rights Attention: Title VI Program Coordinator, East Building, 5th Floor - TCR 1200 New Jersey Ave., SE, Washington, DC 20590

DAHLONEGA

City of Dahlonega

INVITATION TO BID

Striping And Marking Various City Streets in Dahlonega, Georgia

LMIG OSS Project #2021-013

The City of Dahlonega is requesting sealed bids for striping and marking of various city streets.

A bid bond in the amount not less than 5% of the total bid amount is required for this project.

Bids will be received by the City of Dahlonega, Purchasing Department, 465 Riley Road, Dahlonega, Georgia 30533 until 2:00 PM local time on Tuesday, July 27, 2021. Late bids will not be considered nor returned. Bids will be formally accepted and acknowledged at the City Hall by staff personnel.

The bid documents and specifications are available for inspection at the City Hall located at 465 Riley Road, Dahlonega, Georgia (Phone 706-844-6133) and on the City's website at www.dahlonega.gov.

Bids may not be withdrawn for ninety (90) days after the time and date set for closing, except as allowed by C.C.A. 41-5-10-22. The City reserves the right to reject any or all bids, to award a contract in the best interest of the City, and to waive any technicalities and informalities.

LUMPKIN COUNTY BOARD OF COMMISSIONERS

INVITATION TO BID #2021-004

APPLYING THERMOPLASTIC STOP BARS AND HIGH BUILD PAINT TO CENTER LINE AND EDGE LINE STRIPING ON VARIOUS COUNTY ROADS

The Lumpkin County Purchasing Department is requesting sealed bids for the application of 24" thermoplastic stop bars and high build paint on the centerline and edge line of various county roads.

The County does not guarantee a minimum value for this contract.

Bidders are required to carefully examine the specifications contained in this bid document. Any deviation from specifications must be completely explained by the bidder in writing.

A mandatory pre-bid meeting will be held on July 20, 2021, at 1:00 PM, EST, in the Lumpkin County Administration Building Downstairs Conference Room, 99 Courthouse Hill, Dahlonega, GA 30533.

Questions in reference to the above ITB should be in writing to the Lumpkin County Purchasing Agent, Ryan McDuffie at ryan.mcduffie@lumpkincountyga.gov or faxed to 706-482-2201 before 12:00 PM, EST on July 23, 2021. All responses will be posted by addenda no later than 2:00 PM, EST on July 23, 2021.

Bids are due no later than 2:00 PM, EST on July 29, 2021, and may be delivered to the Lumpkin County Administrative Building at 99 Courthouse Hill, Suite D, Dahlonega, Georgia 30533. The outside shipping container must be clearly marked with the appropriate bid number and title.

Immediately following the deadline, the names of the bidders will be recorded and read aloud in the First Floor Conference Room at the above address.

Bid documents and specifications are available for inspection at the Lumpkin County Purchasing Department, 99 Courthouse Hill, Suite D, Dahlonega, Georgia and on the County website: www.lumpkincountyga.gov under Bids & Solicitations.

Bids may not be withdrawn for sixty (60) days after the time and date set for closing, except as allowed by O.C.G.A. Lumpkin County reserves the right to reject any and all bids, to waive any technicalities, to waive any informality, to reject portions of the bid and to award contracts in a manner consistent with the interest of Lumpkin County and the laws of the State of Georgia.

THE DAHLONEGA NUGGET
 1074 Morrison Moore Parkway
 PO Box 36
 Dahlonega, GA 30533
 Phone: 706-864-3613
 Fax: 706-864-5812

REFERENCE: LUMPKIN COUNTY TRANSIT SYSTEM

See Attached

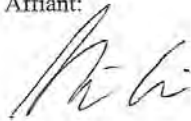
AFFIDAVIT OF PUBLICATION

STATE OF GEORGIA
 COUNTY OF LUMPKIN

Personally, appeared before the undersigned, Matt Aiken, who having been duly sworn, on oath that he is the Publisher of The Dahlonega Nugget, and that the attached legal advertisement was published in The Dahlonega Nugget on the following dates:

06/30/21

Affiant:



Matt Aiken

Sworn to and subscribed before me this
 2nd day of July, 2021

Notary Public


 (Notary Seal)



Appendix E

Title VI Complaint Form

Title VI Plan

Lumpkin County Transit System

Title VI Complaint Form

Section I:				
Name:				
Address:				
Telephone (Home):			Telephone (Work):	
Electronic Mail Address:				
Accessible Format Requirements?	Large Print		Audio Tape	
	TDD		Other	
Section II:				
Are you filing this complaint on your own behalf?			Yes*	No
*If you answered "yes" to this question, go to Section III.				
If not, please supply the name and relationship of the person for whom you are complaining:				
Please explain why you have filed for a third party:				
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.			Yes	No
Section III:				
I believe the discrimination I experienced was based on (check all that apply):				
☐ Race ☐ Color ☐ National Origin				
Date of Alleged Discrimination (Month, Day, Year): _____				
Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.				
Section IV				
Have you previously filed a Title VI complaint with this agency?			Yes	No

Title VI Plan

Section V

Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?

☐ Yes ☐ No

If yes, check all that apply:

☐ Federal Agency: _____

☐ Federal Court _____

☐ State Agency _____

☐ State Court _____

☐ Local Agency _____

Please provide information about a contact person at the agency/court where the complaint was filed.

Name:

Title:

Agency:

Address:

Telephone:

Section VI

Name of agency complaint is against:

Contact person:

Title:

Telephone number:

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below

Signature

Date

Please submit this form in person at the address below, or mail this form to:

Lumpkin County Transit System Title VI Liaison
Randy Allison
1646 Red Oak Flats Road
Dahlonega, Georgia, 30533

Attachment: FINAL 2021 Lumpkin County Title VI Plan (2021-062 : GDOT 5311 - Lumpkin County Transit System Title VI Plan)

Appendix F

List of Transit-Related Title-VI Investigations, Complaints, and Lawsuits

Title VI Plan

Summary of Investigations, Lawsuits, and Complaints

	Date (Month, Day, Year)	Summary (include basis of complaint: race, color, or national origin)	Status	Action(s) Taken
Investigations	0			
1.				
2.				
Lawsuits	0			
1.				
2.				
Complaints	0			
1.				
2.				

Appendix G

Public Participation Plan (PPP)

Introduction

The Public Participation Plan (PPP) for Lumpkin County Transit System was developed to ensure that all members of the public, including minorities and Limited English Proficient (LEP) populations, are encouraged to participate in the decision-making process for Lumpkin County Transit System. Policy and service delivery decisions need to take into consideration community sentiment and public opinion based upon well-executed outreach efforts. The public outreach strategies described in the PPP are designed to provide the public with effective access to information about Lumpkin County Transit System services and to provide a variety of efficient and convenient methods for receiving and considering public comment prior to implementing changes to services. Lumpkin County Transit System also recognizes the importance of many types of stakeholders in the decision-making process, including other units of government, metropolitan area agencies, community-based organizations, major employers, passengers and the general public, including low-income, minority, LEP, and other traditionally underserved communities.

Public Participation Goals

The main goal of the PPP is to offer meaningful opportunities for all interested segments of the public, including, but not limited to, low-income, minority and LEP groups, to comment, about Lumpkin County Transit System and its operations. The goals for this PPP include:

- **Inclusion and Diversity:** Lumpkin County Transit System will proactively reach out and engage low-income, minority, and LEP populations for the Lumpkin County Transit System service area so these groups will have an opportunity to participate.
- **Accessibility:** All legal requirements for accessibility will be met. Efforts will be made to enhance the accessibility of the public's participation – physically, geographically, temporally, linguistically and culturally.
- **Clarity and Relevance:** Issues will be framed in public meetings in such a way that the significance and potential effect of proposed decisions is understood by participants. Proposed adjustments to fares or services will be described in language that is clear and easy to understand.
- **Responsive:** Lumpkin County Transit System will strive to respond to and incorporate, when possible, appropriate public comments into transportation decisions.
- **Tailored:** Public participation methods will be tailored to match local and cultural preferences as much as possible.
- **Flexible:** The public participation process will accommodate participation in a variety of ways and will be adjusted over time as needed.

Public Participation Methods

The methods of public participation included in this PPP were developed based upon best practices in conjunction with the needs and capabilities of Lumpkin County Transit System. Lumpkin County Transit System intends to achieve meaningful public participation by a variety of methods with respect to service and any changes to service.

Title VI Plan

Lumpkin County Transit System will conduct community meetings and listening sessions as appropriate with passengers, employers, community based organizations, and advisory committees to gather public input and distribute information about service quality, proposed changes or new service options.

The public will be invited to provide feedback on the Lumpkin County Transit System website (www.lumpkincounty.gov/292/Transit) and all feedback on the site will be recorded and passed on to Lumpkin County Transit System management. The public will also be able to call the Lumpkin County Transit System office at 706-864-6900 during its hours of operation. Feedback collected over the phone will be recorded and passed on to Lumpkin County Transit System management. Formal customer surveys to measure performance, and listening sessions to solicit input, will be conducted periodically. The comments recorded as a part of these participation methods will be responded to as appropriate.

Meeting formats will be tailored to help achieve specific public participation goals that vary by project or the nature of the proposed adjustment of service. Some meetings will be designed to share information and answer questions. Some will be designed to engage the public in providing input, establishing priorities, and helping to achieve consensus on a specific recommendation. Others will be conducted to solicit and consider public comments before implementing proposed adjustments to services. In each case, an agenda for the meetings will be created that work to achieve the stated goals and is relevant to the subject and not overwhelming for the public.

For all public meetings, the venue will be a facility that is accessible for persons with disabilities and, preferably, is served by public transit. If a series of meetings are scheduled on a topic, different meeting locations may be used, since no one location is usually convenient to all participants.

For community meetings and other important information, Lumpkin County Transit System will use a variety of means to make riders and citizens aware, including some or all of the following methods:

- In-vehicle advertisement
- Posters or flyers in transit center
- Posting information on website
- Press releases and briefings to media outlets
- Flyers and information distribution through various libraries and other civic locations that currently help distribute timetables and other information
- Communications to relevant elected officials
- Other methods required by local or state laws or agreements

All information and materials communicating proposed and actual service adjustments will be provided in English and any other language that meets the “safe harbor” criteria.

Title VI Plan

Public Hearing

Lumpkin County Transit is required to perform public hearings whenever there is a significant proposed change in service delivery. The meeting will be conducted to solicit and consider public comments before implementing proposed adjustments to services. An agenda for the meetings will be created that works to achieve the stated goals and is relevant to the subject and not overwhelming for the public.

- LCB Meetings There is a call to order
- Presentation of anything on the docket
- Proclamations
- Consideration of minutes
- Resolutions
- Contracts/Agreements
- Other Items
- County Manager
- County Attorney
- Commissioners
- Public Comment (agenda Specific)
- Adjournment

Appendix H

Language Assistance Plan (LAP)

Title VI Plan

I. Introduction

Lumpkin County Transit System operates a transit system within Lumpkin County service area. The Language Assistance Plan (LAP) has been prepared to address Lumpkin County Transit System's responsibilities as they relate to the needs of individuals with Limited English Proficiency (LEP). Individuals, who have a limited ability to read, write, speak or understand English are LEP. In Lumpkin County Transit System service-area there are 532 residents over the age of 5 or 1.71% who describe themselves as being able to speak English less than "very well" (Source: U.S. Census American Survey 2019 5-Year Estimates). Lumpkin County Transit System is federally mandated (Executive Order 13166) to take responsible steps to ensure meaningful access to the benefits, services, information and other important portions of its programs and activities for individuals who are LEP. Lumpkin County Transit System has utilized the U.S. Department of Transportation (USDOT) LEP Guidance Handbook and performed a four-factor analysis to develop its LAP.

The U.S. Department of Transportation Handbook, titled "Implementing the Department of Transportation's Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons: A Handbook for Public Transportation Providers, (April 13, 2007)" (hereinafter "Handbook"), states that Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and its implementing regulations provide that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that receives Federal financial assistance (Handbook, page 5). The Handbook further adds that Title VI prohibits conduct that has a disproportionate effect on LEP persons because such conduct constitutes national origin discrimination (Handbook, page 5).

Executive Order 13166 of August 16, 2000 states that recipients of Federal financial assistance must take reasonable steps to ensure meaningful access to their programs and activities by LEP persons (Handbook, page 6). Additionally, recipients should use the DOT LEP Guidance to determine how best to comply with statutory and regulatory obligations to provide meaningful access to the benefits, services, information and other important portions of their programs and activities for individuals who are LEP (Handbook, page 6). These provisions are included in FTA Circular 4702.1B in Paragraph 9 of Chapter III (pages III-6 to III-9).

For many LEP individuals, public transit is the principal transportation mode available. It is important for Lumpkin County Transit System be able to communicate effectively with all of its riders. When Lumpkin County Transit System is able to communicate effectively with all of its riders, the service provided is safer, more reliable, convenient, and accessible for all within its service area. Lumpkin County Transit System is committed to taking reasonable steps to ensure meaningful access for LEP individuals to this agency's services in accordance with Title VI.

This plan will demonstrate the efforts that Lumpkin County Transit System undertakes to make its service accessible to all persons without regard to their ability to communicate in English. The plan addresses how services will be provided through general guidelines and procedures including the following:

- Identification: Identifying LEP populations in service areas
- Notification: Providing notice to LEP individuals about their right to language services
- Interpretation: Offering timely interpretation to LEP individuals upon request

- Training: Providing training on LAP to responsible employees.

II. Four Factor Analysis

The analysis provided in this report has been developed to identify LEP population that may use Lumpkin County Transit System services and identify needs for language assistance. This analysis is based on the “Four Factor Analysis” presented in the Implementing the Department of Transportation’s Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons, dated April 13, 2007, which considers the following factors:

1. The number and proportion of LEP persons in the service area who may be served or are likely to encounter a Lumpkin County Transit System program, activity or service.
2. The frequency with which LEP persons come in contact with Lumpkin County Transit System programs, activities or services.
3. The nature and importance of programs, activities or services provided by Lumpkin County Transit System to the LEP population.
4. The resources available to Lumpkin County Transit System and overall costs to provide LEP assistance

a. Factor 1: The Number and Proportion of LEP Persons Serviced or Encountered in the Eligible Service Population

Of the 30,993 residents over the age of 5-years old in the Lumpkin County Transit System service area, 98.47% of the service area population speaks English only. 532 residents describe themselves as not speaking English “very well”. People of White descent are the primary LEP persons likely to utilize Lumpkin County Transit System services. For the Lumpkin County Transit System service area, the American Community Survey

of the U.S. Census Bureau for the year 2019 shows that among the area’s population 30,401 speak English “very well”. For groups who speak English “less than very well”, .81% speak Spanish and 0.38% speak Chinese language two.

Appendix H contains a table which lists the languages spoken at home by the ability to speak English for the population within the Lumpkin County Transit System service area.

b. Factor 2: The Frequency with which LEP Individuals Come into Contact with Your Programs, Activities, and Services

The Federal guidance for this factor recommends that agencies should assess the frequency with which they have contact with LEP individuals from different language groups. The more frequent the contact with a particular LEP language group, the more likely enhanced services will be needed.

Lumpkin County Transit System has assessed the frequency with which LEP individuals come in contact with the transit system. The methods utilized for this assessment include analysis

Title VI Plan

of Census data, examining phone inquiries, requests for translated documents, and staff survey. As discussed above, Census data indicates that there is a lack of prominent LEP group. Phone inquiries and staff survey feedback indicated that Lumpkin County Transit System dispatchers and drivers interact infrequently with LEP persons. The majority of these interactions have occurred with LEP persons who mainly spoke English language. Over the past 20 years, Lumpkin County Transit System has had 0 requests for translated documents.

c. Factor 3: The Nature and Importance of the Program, Activity, or Service Provided by the Recipient to People's Lives

Public transportation and regional transportation planning is vital to many people's lives. According to the Department of Transportation's *Policy Guidance Concerning Recipient's Responsibilities to LEP Persons*, providing public transportation access to LEP persons is crucial. A LEP person's inability to utilize public transportation effectively, may adversely affect his or her ability to access health care, education, or employment.

We offer rides to anyone within the county and will take anyone within the county that needs a ride if it fits into the schedule the day the ride is needed. This is an important service that we offer to all Lumpkin County citizens as well as any LEP citizens that may contact this office for a ride.

d. Factor 4: The Resources Available to the Recipient and Costs

We do have an interpreter if needed and cost would be depending on what the need may be. Conversation, printed documents, etc.

Lumpkin County Transit System assessed its available resources that are currently being used, and those that could be used, to provide assistance to LEP populations. At this time there are no resources budgeted for LEP needs. However, Lumpkin County Transit System is committed to include resources in its budget should the LEP group increase significantly. Whenever necessary the Lumpkin County Transit System will provide a reasonable degree of service for LEP populations in its service area.

III. Language Assistance Plan

In developing a Language Assistance Plan, FTA guidance recommends the analysis of the following five elements:

1. Identifying LEP individuals who need language assistance
2. Providing language assistance measures
3. Training staff
4. Providing notice to LEP persons
5. Monitoring and updating the plan

The five elements are addressed below.

a. Element 1: Identifying LEP Individuals Who Need Language Assistance

Federal guidance provides that there should be an assessment of the number or proportion of LEP individuals eligible to be serviced or encountered and the frequency of encounters pursuant to the first two factors in the four-factor analysis.

Lumpkin County Transit System has identified the number and proportion of LEP individuals within its service area using United States Census data (see Appendix H). As presented earlier, 98.47% of the service area population speaks English only. The largest non-English spoken language in the service area is Spanish 3.84%. Of those whose primary spoken language is Spanish, approximately .81% identify themselves as speaking less than “very well”. Those residents whose primary language is not English or Chinese and who identify themselves as speaking English less than “very well” account for .38% of the service area population.

Lumpkin County Transit System may identify language assistance need for an LEP group by:

1. Examining records to see if requests for language assistance have been received in the past, either at meetings or over the phone, to determine whether language assistance might be needed at future events or meetings. We have done this, and at this point this is not needed in Lumpkin County Transit System.
2. Vehicle operators and front-line staff (i.e. Dispatchers, Transit Operation Supervisors, etc.) will be surveyed on their experience concerning any contacts with LEP persons during the previous year. We have done this, and at this point this is not needed in Lumpkin County Transit System.

b. Element 2: Language Assistance Measures

Federal Guidance suggests that an effective LAP should include information about the ways in which language assistance will be provided. This refers to listing the different language services an agency provides and how staff can access this information.

For this task Federal Guidance recommends that transit agencies consider developing strategies that train staff as to how to effectively deal with LEP individuals when they either call agency centers or otherwise interact with the agency.

Lumpkin County Transit System has undertaken the following actions to improve access to information and services for LEP individuals:

1. Survey transit drivers and other front-line staff annually on their experience concerning any contacts with LEP persons during the previous year. We have done this, and at this point this is not needed in Lumpkin County Transit System.
2. When an interpreter is needed in person or on the telephone, staff will attempt to access language assistance services from our translator whom is available through our Human Resources department.

Title VI Plan

Lumpkin County Transit System will utilize the demographic maps provided in Appendix I in order to better provide the above efforts to the LEP persons within the service area. The maps are inserted below.

c. **Element 3: Training Staff**

Federal guidance states staff members of an agency should know their obligations to provide meaningful access to information and services for LEP persons and that all employees in public contact positions should be properly trained.

Suggestions for implementing Element 3 of the Language Assistance Plan, involve: (1) identifying agency staff likely to come into contact with LEP individuals; (2) identifying existing staff training opportunities; (3) providing regular re-training for staff dealing with LEP individual needs; and (4) designing and implementing LEP training for agency staff.

In the case of Lumpkin County Transit System, the most important staff training should it be necessary would be for the Manager, Customer Service Representative and Transit Drivers.

The following training will be provided to drivers and operations supervisors once we reach the threshold required and or a request for information in a different language:

1. Information on Title VI Procedures and LEP responsibilities
2. Documentation of language assistance requests

d. **Element 4: Providing Note to LEP Persons**

Lumpkin County Transit System will make Title VI information available in English on the Agency's website. Key documents are written in English. Notices are also posted in Lumpkin County's Transit System office lobby, and buses. Additionally, should the county reach the threshold for LEP individuals, when staff prepares a document or schedules a meeting, for which the target audience is expected to include LEP individuals, then documents, meeting notices, flyers, and agendas will be printed in an alternative language based on the known LEP population.

e. **Element 5: Monitoring and Updating the Plan**

The plan will be reviewed and updated on an ongoing basis. Updates will consider the following:

- The number of documented LEP person contacts encountered annually
- How the needs of LEP persons have been addressed
- Determination of the current LEP population in the service area
- Determination as to whether the need for translation services has changed
- Determine whether Lumpkin County Transit System's financial resources are sufficient to fund language assistance resources needed

Lumpkin County Transit System understands the value that its service plays in the lives of individuals who rely on this service, and the importance of any measures undertaken to make the use of system easier. Lumpkin County Transit System is open to suggestions from all

sources, including customers, Lumpkin County Transit System staff, other transportation agencies with similar experiences with LEP communities, and the general public, regarding additional methods to improve their accessibility to LEP communities.

IV. Safe Harbor Provision

DOT has adopted the Department of Justice's Safe Harbor Provision, which outlines circumstances that can provide a "safe harbor" for recipients regarding translation of written materials for LEP population. The Safe Harbor Provision stipulates that, if a recipient provides written translation of vital documents for each eligible LEP language group that constitutes five percent (5%) or 1,000 persons, whichever is less, of the total population of persons eligible to be served or likely to be affected or encountered, then such action will be considered strong evidence of compliance with the recipient's written translation obligations. Translation of non-vital documents, if needed, can be provided orally. If there are fewer than 50 persons in a language group that reaches the five percent (5%) trigger, the recipient is not required to translate vital written materials but should provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

Lumpkin County Transit System service area does not have LEP populations which qualify for the Safe Harbor Provision. As shown in Appendix H, Lumpkin County Transit System does not have LEP groups which speak English less than "very well" which exceed either 5.0% or 1,000 person.

The Safe Harbor Provision applies to the translation of written documents only. They do not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable. Lumpkin County Transit System may determine, based on the Four Factor Analysis, that even though a language group meets the threshold specified by the Safe Harbor Provision, written translation may not be an effective means to provide language assistance measures.

Appendix I

Operating Area Language Data:

Lumpkin County Transit System Service Area

Title VI Plan

<u>Language</u>	<u>County</u>	<u>Percent of Population</u>
Total	30,933	0
Speak only English	29,377	0
Spanish or Spanish Creole	1188	0
Speak English “very well”	937	0
Speak English less than “very well”	251	.81%
French (incl. Patois, Cajun)	81	0
Speak English “very well”	81	0
Speak English less than “very well”	0	0
French Creole	0	0
Speak English “very well”	0	0
Speak English less than “very well”	0	0
Italian	0	0
Speak English “very well”	0	0
Speak English less than “very well”	0	0
Portuguese or Portuguese Creole	0	0
Speak English “very well”	0	0
Speak English less than “very well”	0	0
German	48	0
Speak English “very well”	48	0
Speak English less than “very well”	0	0
Yiddish	0	0
Speak English “very well”	0	0
Speak English less than “very well”	0	0
Other West Germanic languages	0	0
Speak English “very well”	0	0
Speak English less than “very well”	0	0
Scandinavian languages	0	0
Speak English “very well”	0	0
Speak English less than “very well”	0	0
Greek	0	0
Speak English “very well”	0	0
Speak English less than “very well”	0	0
Russian	0	0
Speak English “very well”	0	0
Speak English less than “very well”	0	0
Polish	0	0
Speak English “very well”	0	0
Speak English less than “very well”	0	0
Serbo-Croatian	0	0
Speak English “very well”	0	0

Attachment: FINAL 2021 Lumpkin County Title VI Plan (2021-062 : GDOT 5311 - Lumpkin County Transit System Title VI Plan)

Title VI Plan

Language	County	Percent of Population
Speak English less than “very well”	0	0
Other Slavic Languages	0	0
Speak English “very well”	0	0
Speak English less than “very well”	0	0
Armenian	0	0
Speak English “very well”	0	0
Speak English less than “very well”	0	0
Persian	0	0
Speak English “very well”	0	0
Speak English less than “very well”	0	0
Gujarati	0	0
Speak English “very well”	0	0
Speak English less than “very well”	0	0
Hindi	0	0
Speak English “very well”	0	0
Speak English less than “very well”	0	0
Urdu	0	0
Speak English “very well”	0	0
Speak English less than “very well”	0	0
Other Indic languages	0	0
Speak English “very well”	0	0
Speak English less than “very well”	0	0
Other Indo-European Languages	75	0
Speak English “very well”	0	0
Speak English less than “very well”	75	0.24%
Chinese	137	0
Speak English “very well”	18	0
Speak English less than “very well”	119	0.38%
Japanese	0	0
Speak English “very well”	0	0
Speak English less than “very well”	0	0
Korean	8	0
Speak English “very well”	0	0
Speak English less than “very well”	8	0.02%
Mon-Khmer, Cambodian	0	0
Speak English “very well”	0	0
Speak English less than “very well”	0	0
Hmong	0	0
Speak English “very well”	0	0
Speak English less than “very well”	0	0
Thai	0	0

Attachment: FINAL 2021 Lumpkin County Title VI Plan (2021-062 : GDOT 5311 - Lumpkin County Transit System Title VI Plan)

Title VI Plan

Language	County	Percent of Population
Speak English “very well”	0	0
Speak English less than “very well”	0	0
Laotian	0	0
Speak English “very well”	0	0
Speak English less than “very well”	0	0
Vietnamese	22	0
Speak English “very well”	0	0
Speak English less than “very well”	22	0.07%
Other Asian languages	0	0
Speak English “very well”	0	0
Speak English less than “very well”	0	0
Tagalog	0	0
Speak English “very well”	0	0
Speak English less than “very well”	0	0
Other Pacific Island languages	57	0
Speak English “very well”	0	0
Speak English less than “very well”	57	0.18%
Navajo	0	0
Speak English “very well”	0	0
Speak English less than “very well”	0	0
Other Native American languages	0	0
Speak English “very well”	0	0
Speak English less than “very well”	0	0
Hungarian	0	0
Speak English “very well”	0	0
Speak English less than “very well”	0	0
Arabic	0	0
Speak English “very well”	0	0
Speak English less than “very well”	0	0
Hebrew	0	0
Speak English “very well”	0	0
Speak English less than “very well”	0	0
African languages	0	0
Speak English “very well”	0	0
Speak English less than “very well”	0	0
Other and unspecified languages	0	0
Speak English “very well”	0	0
Speak English less than “very well”	0	0

Numbers were obtained from U.S. Census American Survey 2019 5-Year Estimates

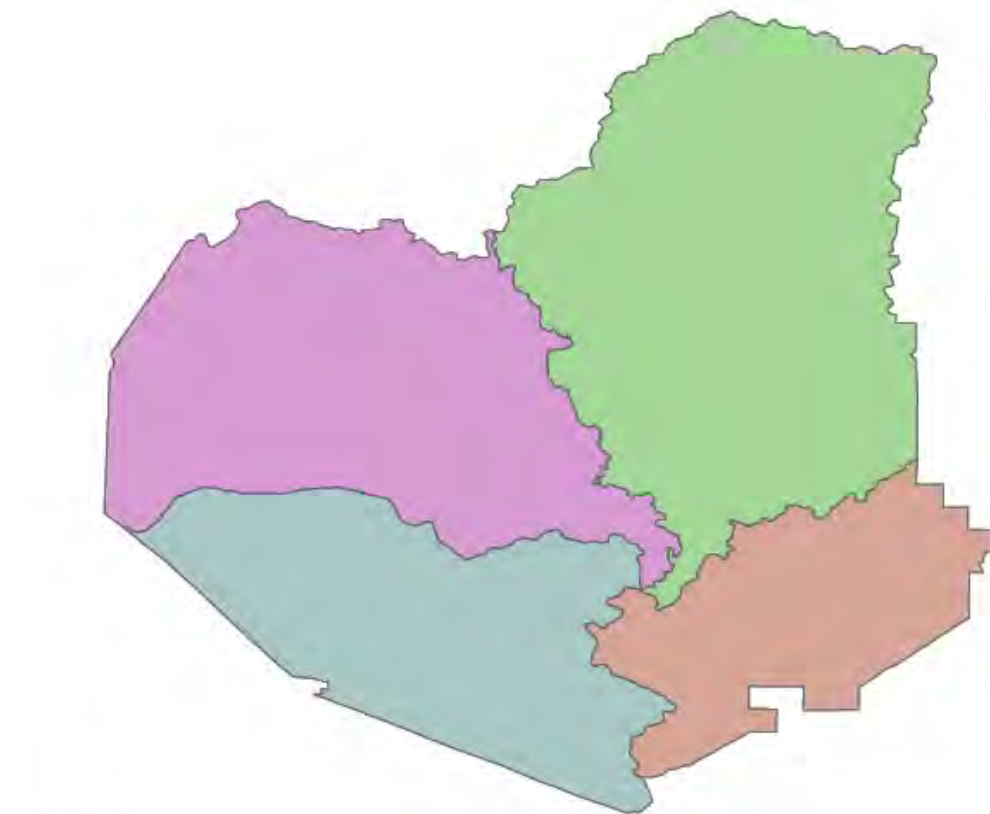
Title VI Plan

Attachment: FINAL 2021 Lumpkin County Title VI Plan (2021-062 : GDOT 5311 - Lumpkin County Transit System Title VI Plan)

Appendix J

Demographic Maps

ACS Demographics Lumpkin County Percentage of Population That is Not Proficient in English



Legend

Census Tracts

Limited English Proficiency Population Percentage

0.77

2.93

2.24

1.13

1 inch = 21,556 feet

0 2.5 5 10 Miles



ACS Demographics Lumpkin County Percentage of Population Below Poverty Line



Legend

 Census Tracts

Poverty

Population Percentage Below Poverty Level

 17.85

 27.99

 13.08

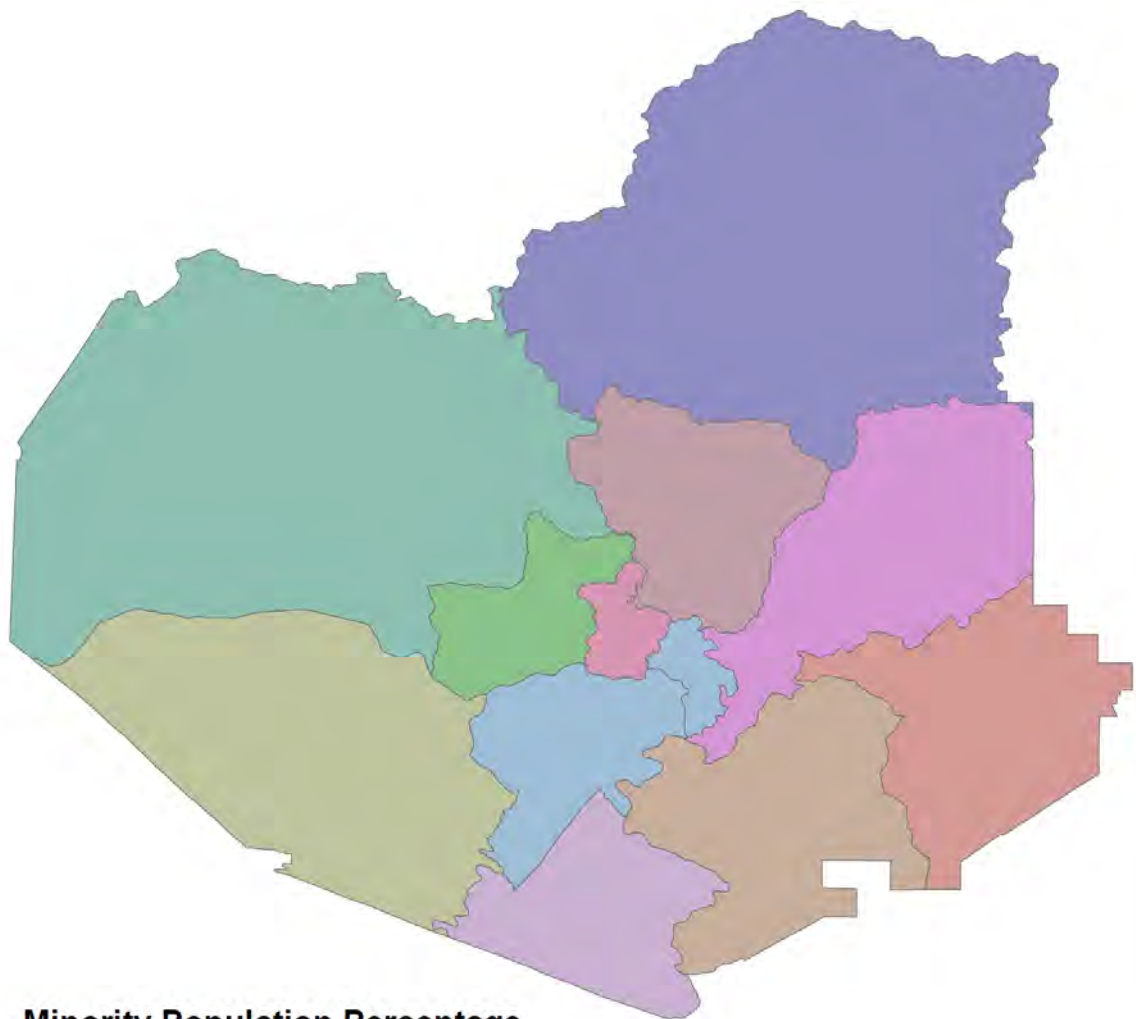
 9.54

1 inch = 21,556 feet

0 2.5 5 10 Miles



ACS Demographics Lumpkin County Percentage Minority Population



Minority Population Percentage

0	6.43	14.45
4.19	7.59	18.22
5.08	10.45	20.43
5.62	11.51	

1 inch = 18,676 feet

0 2.25 4.5 9 Miles





Lumpkin County, Georgia



To whom it may concern,

The data provided in the attached maps on the demographics of Lumpkin County are derived based on a subset of 2014-2018 American Community Survey data, accessed via the EPA's Environmental Justice Screening and Mapping Tool (Version 2020) on 6/3/2021. This is the best available data for Lumpkin County. The data can be accessed from <https://www.epa.gov/ejscreen>. The maps were provided by Lumpkin County GIS are only a visual representation of the data listed above.



Martin Durand GIS Administrator

25 Short Street
Suite A
Dahlonega, GA 30533

www.lumpkincounty.gov

Office: 706-864-6894

Fax: 706-867-2977

A MODEL OF LOCAL GOVERNMENT

TRUSTWORTHINESS, RESPECT, INTEGRITY, EXCELLENCE & DEDICATION

Appendix K

Title VI Equity Analysis

Lumpkin County Transit System has not constructed a facility and there are no plans to do so.

Lumpkin County Transit System has not performed Title VI Equity Analysis.



Lumpkin County, Georgia

Public Works Department

Date: October 19, 2021

Agenda Item: Recycling IGA with Hall County

Item Description: Recycling IGA with Hall County. Renew the recycling IGA with Hall County

Facts & Historical Information:

In an effort to increase the efficiency of the recycling program, staff reviewed different options that could improve the program and made recommendations to the Board in 2019. The option chosen as the most efficient was to haul recycled materials to Hall County. Hall County agreed to pay us 50% of the going commodity price for clean cardboard once it is sold. In June of 2020, the BOC contracted with Mark Robinson Hauling to operate the Lumpkin County Recycling Program. Mark Robinson Hauling takes recycled materials to Hall County as a contract hauler to Lumpkin County. The IGA with Hall County expires on December 31, 2021 and will need to be renewed for another year to maintain the current operating procedure. Staff contacted Hall County and was told that Hall County is willing to renew the agreement for another year. Hall County Staff has asked that Lumpkin County complete the agreement and return it to them by October 31st so that they can get it on the agenda Hall County BOC agenda in November. Staff is recommending that the BOC renew the IGA for one year. Attached is a copy of the current IGA.

Attachments:

Hall County Recycling IGA 2022

**STATE OF GEORGIA
COUNTY OF HALL**

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of the ____ day of October, 2021, by and between **HALL COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("Hall County"), and **LUMPKIN COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("Lumpkin County").

WHEREAS, Lumpkin County desires to have Hall County provide facilities and personnel to receive recyclables delivered from Lumpkin County; and

WHEREAS, Hall County is willing to provide said services by receiving recyclables and OCC cardboard from Lumpkin County;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto hereby agree as follows:

1.

Hall County shall allow Lumpkin County to bring OCC cardboard and single stream recyclables with no glass, to the Hall County Recycling Center located at 1008 Chestnut Street, Gainesville, Georgia.

2.

Hall County will weigh products upon arrival. Lumpkin County will be responsible for the unloading said material, then weigh as they exit the facility.

3.

Hall County will pay Lumpkin one half ($\frac{1}{2}$) the market rate for the OCC only. There will be no payment for single stream.

4.

Lumpkin County will provide a W-9 to the Hall County Recycling Center for account set up. Lumpkin County will receive payment by submitting an invoice monthly to Hall County Accounts Payable.

5.

This Agreement shall be effective the 1st day of January, 2022, and shall terminate on the 31st day of December, 2022, unless either party elects to terminate the Agreement as outlined in the following paragraph.

6.

Any party wishing to terminate this Agreement may do so for whatever reason it deems necessary by giving thirty (30) days' notice of such, termination to the other party in writing, by certified mail. Such notice shall be mailed, return receipt requested, to the Chairman of the Hall County Board of Commissioners in the case of Hall County, and to the Chairman of the Lumpkin County Board of Commissioners in the case of Lumpkin County.

7.

This Agreement contains all of the terms and conditions and represents the entire Agreement between the parties and supersedes any pre-existing agreements. There are no understandings, representations, or agreements, written or oral, pertaining to the matters in this Agreement other than those contained in the Agreement.

IN WITNESS WHEREOF the parties hereto, acting by and through their duly authorized officers, have caused this Intergovernmental Agreement to be executed as of the day and year first above written.

HALL COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners

(SEAL)

Attest: _____

Clerk

LUMPKIN COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners

(SEAL)

Attest: _____

Clerk

Attachment: Hall County Recycling IGA 2022 (2021-063 : Recycling IGA with Hall County)



Lumpkin County, Georgia

Public Works Department

Date:	October 19, 2021
Agenda Item:	Wetlands and Jurisdictional Waters Determination Contract Award
Item Description:	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.
Facts & Historical Information:	In 2021 the BOC approved the Airport Capital Improvements Plan for submittal to the DOT. This plan included the Phase II Primary Surface Grading project. In order to complete the grading project design, a Wetland and Waters Jurisdictional determination is required. This determination will be submitted to the Army Corps of Engineers and the extent of the grading project will be determined based on the results of this determination. In July of 2021, staff released an RFP for the determination report. On August 25th, 11 proposals were received. A committee was formed from staff and Airport Authority members to review the proposals. Six companies were chosen and their pricing proposal was opened for review (price proposal summary attached). Based on the information in the price proposals, staff recommended that Terracon Consultants, Inc. be awarded the contract. Although they're price is not the lowest (\$7,000, \$860 more than the lowest proposal), there cost proposal included costs for items that was not spelled out in the lowest cost proposal. Also, their proposal indicated better experience and a better methodology to complete the work.
Potential Courses Of Action:	1. Award a contract to Terracon Consulting, Inc. 2. Award a contract the lowest cost proposer (LaBella) 3. Do not award a contract
Discuss Courses Of Action:	1. Based on the proposal information submitted, Terracon is the best qualified to complete this work. 2. LaBella's proposed cost is lowest, but it does not include a cost to complete the Jurisdiction application to the USACE, which is an important step in the process. 3. The Phase II grading process cannot go forward without the determination of jurisdiction.
Budget Impact:	\$50,000 was approved in the Airport CIP with the county share being 25% (\$12,500). Based on the USACE ruling, the scope of the project may be altered to fit within the approved budget for the project.
Staff Recommendation:	Staff recommends that the BOC approve a contract with Terracon Consultants, Inc. (COA #1).

Attachments:

Shortlist final checklist with pricing

Wetlands and Jurisdictional Water Determination Contract 10192021.01

Bid Submission Checklist

Project RFP #2021-005 Wetlands and Jurisdictional Water Determination Bids Due: 9/1/21 2:00PM

	EGS		Labelia		Geo-Hydro Engineers		R2T	Terracon	Geosyntec
Proposer's Information	☒	☒	☒	☒	☒	☒	☒	☒	☒
Execution of Proposal	☒	☒	☒	☒	☒	☒	☒	☒	☒
Proposal Fee Form	☒	☒	☒	☒	☒	☒	☒	☒	☒
Affidavit of Non-collusion	☒	☒	☒	☒	☒	☒	☒	☒	☒
Drug-Free Workplace	☒	☒	☒	☒	☒	☒	☒	☒	☒
Addenda Acknowledgement	☒	☒	☒	☒	☒	☒	☒	☒	☒
Georgia's Security and Immigration Compliance Act Affidavit	☒	☒	☒	☒	☒	☒	☒	☒	☒
W-9	☒	☒	☒	☒	☒	☒	☒	☒	☒
Proof of Insurance	☒	☒	☒	☒	☒	☒	☒	☒	☒
Price	1800.00	6,140.00	13,000.42	9,642.00	7000.00	11,015.00			

Ryan McDuffie
Ryan McDuffie, Purchasing Agent Lumpkin County

9/2/2021
Date

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR
JURISDICTIONAL WETLANDS DELINEATION AND DETERMINATION
AT THE LUMPKIN COUNTY – WIMPY AIRPORT**

This Agreement is made and entered into this ____ day of October, 2021, by and between the Lumpkin County Board of Commissioners (COUNTY), and Terracon Consultants, Inc., (CONSULTANT) for the PROJECT referred to as: **Jurisdictional Wetlands Delineation and Determination.**

WITNESSETH:

WHEREAS, the COUNTY has a need for professional services in connection with said project; and

WHEREAS, CONSULTANT submitted a response to the COUNTY’S request for qualifications and the COUNTY selected the CONSULTANT to perform the necessary professional services in connection with said project;

NOW, THEREFORE, for and in consideration of the covenants and promises to be carried out by each party herein, it is agreed by and between the parties that the COUNTY shall and does hereby employ said CONSULTANT to provide certain professional services as follows:

ITEM A - CONSULTANT’S SERVICES

The specific services which the CONSULTANT agrees to furnish are as follows:

1. Delineate the USACE jurisdictional wetlands and provide a report of jurisdictional determination and permitting options for wetlands located within 100’ of the Lumpkin County- Wimpy airport runway located in Lumpkin County, Georgia.
2. Identification delineation of the US Army Corps of Engineers wetland/water jurisdictional boundaries.
3. Documentation to support the wetland delineation including survey of wetland boundaries for a Regulatory Jurisdictional Determination.
4. Preparation of Federal and State wetland/water permit applications, if requested by COUNTY.
5. Participation in project review meetings with Federal, State and Local regulatory agencies, if requested by the County.

ITEM B – TERMS AND CONDITIONS OF AGREEMENT

The parties hereto do mutually agree as follows:

1. Governing Law. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Georgia. If dispute arises out of or relates to this Agreement, or the breach thereof, and the dispute is not resolved through mediation, the parties agree that venue for any litigation will be in the courts of Lumpkin County, Georgia and the parties hereby waive any right to initiate any action in, or remove any action to, any other jurisdiction.
2. Engagement. The COUNTY hereby engages the CONSULTANT and the CONSULTANT hereby agrees to perform the professional services set forth in Item A.
3. Time of Performance. The CONSULTANT will commence work within _____ calendar days from receipt of a written Notice to Proceed from the COUNTY. Work will be delivered to the COUNTY based on the following Project Schedule:

- a. Field Work Completion - 2 weeks
 - b. Report Completion – 2 weeks form completion of field work
 - c. JD Request Approval from the USACE – 3 to 5 months
 - d. Standard Nationwide Permitting (if needed) – 2 to 3 months
4. Compensation. CONSULTANT agrees to perform the Services, and the COUNTY agrees to compensate the CONSULTANT for same in the lump sum of \$7,000.00 to be paid as follows:
 - a. Upon completion of Items A (1), (2) and (3), the CONSULTANT may submit an invoice for payment in the amount of \$7,000. The COUNTY shall make payment for the Services within 30 days of receipt of the invoice.
 - b. For all additional work requested by the COUNTY, the CONSULTANT may submit monthly invoices based on the hourly cost in CONSULTANT’S fee proposal submitted in response to the COUNTY’S RFP 2021-005 for this Project. The COUNTY shall make payment for the Services within 30 days of receipt of the invoice.
5. Termination. This Agreement may be terminated prior to completion of the PROJECT as follows:
 - a. Termination for Cause. If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner any material obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement, the COUNTY shall thereupon give written notice to the CONSULTANT of such failure, violation or breach. If CONSULTANT has not or cannot remedy such failure, violation or breach within ten (10) calendar days of the giving of such notice by the COUNTY, the COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof.
 - b. Termination by Mutual Consent. This Agreement may be terminated at any time by mutual written consent of the parties, the effective date to be agreed upon by the parties. If this Agreement is terminated by mutual consent, and CONSULTANT timely provides all required documentation of SERVICES performed prior to termination to the COUNTY, CONSULTANT shall be paid for all such Services within thirty (30) days of the effective date of termination.
 - c. Termination for Convenience. Notwithstanding anything to the contrary contained herein, the COUNTY may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving sixty (60) days written notice to the CONSULTANT.
6. Force Majeure. Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, or natural catastrophe. Delay or failure to perform is excused only during continuance of such force majeure and the affected party will provide written notice of such force majeure and act diligently to remove or eliminate the force majeure.
7. Suspension of Services. If the PROJECT or CONSULTANT’S Services are suspended for any reason other than the fault of CONSULTANT for more than thirty (30) calendar days in the aggregate, CONSULTANT may be compensated for services performed prior to the suspension. In addition, there shall be an adjustment in the PROJECT schedule based on the delay caused by the suspension.
8. CONSULTANT’S Responsibilities. The CONSULTANT represents that it has or will secure, at its own expense, all necessary qualified personnel to perform the Services under this Agreement. CONSULTANT

represents that it has access to the experience and capability necessary to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures for such Services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY. All of the Services required hereunder will be performed by the CONSULTANT or under its supervision and all personnel engaged in the Services shall be fully qualified and shall be authorized or permitted under State and local law to perform such Services.

In performing the Services and receiving compensation under this Agreement, CONSULTANT shall operate as an independent contractor and shall not act as or be an employee of the COUNTY.

The SERVICES performed by CONSULTANT shall be subject to the inspection and review of the COUNTY at all times but such inspection and review shall not relieve CONSULTANT from its responsibility for the proper performance of the Services.

9. County Responsibilities. The COUNTY shall provide to CONSULTANT an outline of the requirements of the PROJECT, including the PROJECT time constraints. The COUNTY will make available to the CONSULTANT relevant information or data pertinent to the PROJECT which is in the COUNTY's possession. The CONSULTANT must independently check and / or verify all such information as it relates to the SERVICES provided.
10. Reports, Audits & Confidentiality. The CONSULTANT, at such times and in such forms as the COUNTY may require, shall furnish the COUNTY such periodic reports as it may request pertaining to the SERVICES performed pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement. These records will be made available for audit purposes to the COUNTY or its authorized representative and will be retained for three years after the expiration or termination of this Agreement. All of the reports, information, data, etc. prepared or assembled by CONSULTANT under this Agreement are confidential and the CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of the COUNTY.
11. Ownership of Documents. All documents prepared or furnished by CONSULTANT pursuant to this Agreement will be owned by the COUNTY. Documents are defined as reports, drawings, specifications, record drawings, plats, and other deliverables defined in the services, whether in printed or electronic format.
12. Third Party Reliance Upon Documents. CONSULTANT'S performance of the services, as set forth in this Agreement, is intended solely and exclusively for the benefit and use of the COUNTY. No other person or entity may claim under this Agreement as a third-party beneficiary, unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation or arbitration. No third party may rely upon CONSULTANT'S documents unless CONSULTANT has agreed to such reliance in advance and in writing.
13. Use of Electronic Media. Copies of documents that may be utilized by the COUNTY may be printed copies (also known as hard copies) or electronic copies that are signed or sealed by CONSULTANT. Construction Drawings shall be signed and sealed in accordance with the Rules and Regulations of the State of Georgia Administrative Code. Files in electronic formats, or other types of information furnished by CONSULTANT to the COUNTY such as text, data, or graphics, are only for convenience of the COUNTY. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
14. Assignability. This Agreement shall not be assigned or transferred by either the CONSULTANT or the COUNTY without the prior written consent of the other.

15. Insurance. Before any SERVICES are provided under this Agreement, CONSULTANT shall procure and maintain at a minimum the following insurance coverage and limits during the life of the Agreement:

- a. Statutory Workers Compensation Insurance: a minimum of \$500,000 or greater amount if required by Georgia law.
- b. Commercial General Liability Insurance: coverage for personal and bodily injury, including death, and property damage in the amount of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the aggregate.
- c. Automobile Liability Insurance: for bodily injury, including death, and property damage for all owned, hired and non-owned automobiles in the minimum amount of \$1,000,000 per occurrence.
- d. Professional Liability Insurance: of \$1,000,000 per claim and \$2,000,000 in the aggregate.
- e. Certificates: Upon request, CONSULTANT shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the COUNTY.

16. Indemnification. CONSULTANT shall indemnify and hold the COUNTY harmless from and against judgments, losses, costs, expenses, and damages to the extent caused by the negligent acts or omissions of CONSULTANT in the performance of professional services pursuant to this AGREEMENT.

17. Standard of Care. CONSULTANT will employ the degree of care and skill ordinarily exercised by professionals practicing in the same or similar locale as the project, on projects of a similar scope and nature.

18. Dispute Resolution. The COUNTY and the CONSULTANT agree to resolve through negotiation or mediation prior to filing any cause of action.

19. Notices. Any notice, order, instruction, claim, or other written communication required or permitted under this contract shall be deemed to have been delivered or received:

- a. Upon personal delivery to the CONSULTANT, which delivery may be accomplished by in person hand delivery or via bona fide overnight express service; or
- b. Three (3) days after depositing in the United States mail a letter which is either certified or registered, with return receipt requested, addressed to the CONSULTANT at the following address:

Terracon Consultants, Inc.
Attn: Timothy A. Brown, P.E./Senior Principal/Regional Manager
2105 Newpoint Place, Ste 600
Lawrenceville, GA 30043

and to Lumpkin County at the following address:

Lumpkin County Board of Commissioners
Attn: Alan Ours, County Manager
99 Courthouse Hill, Ste A
Dahlonega, Georgia 30533

20. Successors. This Agreement shall inure to the benefit or and be binding upon the successors of the parties.
21. Waiver. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement in this Agreement. The waiver by any party of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach or of any other conditions.
22. Section Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
23. Severability. Any provision of this Agreement which is held by a court of competent jurisdiction to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating or rendering unenforceable the remaining provisions of this Agreement.
24. Entire Agreement. This Agreement (and its attached Exhibits) constitutes and contains the entire, integrated agreement of the parties, and shall supersede any and all prior negotiations, correspondence, understandings and agreements between the parties, respecting the subject matter of this Agreement. This Agreement may be amended only in writing, and signed by an authorized agent of each party.
25. Authority & Understanding. The individual executing this Agreement on behalf of a corporation or other entity warrants that he or she is authorized to do so and that this Agreement constitutes the legally binding obligation of the corporation or other entity that the individual represents. By signing this Agreement, the parties acknowledge that they have read each and every page of this Agreement before signing same and that they understand and assent to all the terms thereof.

IN WITNESS WHEREOF, the CONSULTANT and the COUNTY have executed this Agreement as of the date written below.

Lumpkin County:

CONSULTANT:

Terracon Consultants, Inc.

By:

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Timothy A. Brown, P.E.
Title: Senior Principal/Regional Manager

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Finance Department

Date:	October 19, 2021
Agenda Item:	Banking Services Contract
Item Description:	Banking Services Contract. Recommendation to award a contract renewal for banking services with United Community Bank.
Facts & Historical Information:	The current contract for banking services was awarded in 2018 with two one-year renewal options in the contract, which were exercised in 2019 and 2020. An RFP for banking services was issued in September 2021. One proposal was received, and it was from United Community Bank. Staff has been satisfied with the products and services offered and customer service from United Community Bank. The proposal's fees were not increased. The only change to the contract is the interest rate, which will be a 0.10% fixed rate for 12 months.
Potential Courses Of Action:	A) Approve the contract with United Community Bank. B) Choose to not award, go month to month and put the service out for proposal again. This is the least favorable option, as the fee proposal by United Community Bank has not increased, and the County has no issues with the services provided.
Budget Impact:	Approval of the contract with United Community Bank will have no impact, as bank fees are included in the 2021 budget.
Staff Recommendation:	The recommendation of staff is to continue the County's banking relationship with United Community Bank.
Attachments:	Final Banking Services Contract 2021

**STATE OF GEORGIA
COUNTY OF LUMPKIN**

CONTRACT FOR BANKING SERVICES

This Contract, entered into effective November 1, 2021, between **Lumpkin County**, a political subdivision of the State of Georgia, hereinafter called the “County”, and **United Community Bank** hereinafter called the “Bank.”

SCOPE OF SERVICES

- 1. Account Maintenance.** The Bank shall establish and maintain the following demand deposit accounts as interest bearing public fund accounts paying the fixed rate of 0.10%. Interest will be posted into each account on the last business day of each month. All accounts currently setup with ACH block and positive pay shall continue with the same services.
 - A. General Fund Account.** This account will provide for control of deposits of monies, investment of monies, and control of disbursements from all sources of the County, except for funds that for legal or other reasons may not be co-mingled herein.
 - B. Payroll Account.** This account will provide the control and disbursement function for the Board's payrolls written on a bi-weekly basis.
 - C. SPLOST Funds (Three).** These accounts will provide for control of deposits, investment of monies, and control of disbursements on transactions for the Special Purpose Local Option Sales Tax Funds.
 - D. Seized Funds Escrow.** This account will provide for control of deposits, investment of monies, and control of disbursements on transactions for the Sheriff's Seized funds.
 - E. All Other Accounts (21).** These accounts will provide for control of deposits, investment of monies, and control of disbursements on transactions for the operation of seventeen miscellaneous bank accounts.
 - F. Other Accounts.** The Bank agrees to provide additional accounts as may be requested by the County in accordance with the pricing terms contained herein, including accounts listed in the name of a duly elected constitutional officer or in the name of an entity for which the Board of Commissioners serves as financial administrator.

2. **Check Cashing Services.** The bank shall cash any Payroll or General Disbursement checks made payable to County employees free of charge to the County employee, provided adequate proof of employment and the identification is presented by the employee.
3. **Depository Services.** The Bank will be required to provide normal depository services including processing of all debit and credit items, wire transfers, stop payments, and returned items. The Bank will be required to provide the County with two remote deposit machines for check deposits. All maintenance repairs and/or replacements shall be the responsibility of the bank and covered free of charge to the County and must be replace/repared within 3 business days.
4. **Check Sorting of Numerical Sequence.** The Bank will be required to provide monthly check sorting services by numerical sequence for the General Fund and Payroll Accounts. The County's checks will have the check number encoded in magnetic ink characters.
5. **Monthly Statements and Reports.** Monthly statements on all accounts shall be provided no later than the third business day of the following month. Monthly statements shall include transactions through the last business day of the month with the checks paid listed in check number order.
6. **ACH Services.** ACH transfers will be required weekly for Accounts Payable payments and biweekly for Payroll Direct Deposit. Dual control is required on all ACH initiated transactions, with the exception of two authorized employees.
7. **Miscellaneous Services.** Incidental items, including deposit slips, coin wrappers, currency straps, and night depository bags are expected to be provided free of charge. The County validates checks received with self-inking "For Deposit Only" stamps that contain the required information about the Bank and the County's Accounts. The Bank shall provide a stamp for each account at the start of the contract free of charge.
8. **On-Line Services.** The Bank shall provide full service online banking services. These services shall include but not be limited to prior day balance reporting capabilities with debit and credit transaction listings; image retrieval of cleared and deposited check item and cancelled checks (front and reverse); capability to search for transaction items; ACH debit and credit processing (including direct deposit), wire transfer capabilities (template functionality is desired), and stop payments for disbursement checks.
9. **Positive Pay.** The Bank shall provide positive pay capabilities for check disbursements fraud protection with electronic file submission and with online decision-making capabilities. Verification of file submission, preferably by email, is desired.
10. **Merchant Services.** The Bank shall provide Merchant Services at the following rates:
 - a. **Debit Card** – 1.39%
 - b. **Credit Card** – 1.69%

- c. **Credit Card with Rewards** – 1.99%
- d. **Non-Qualified** - 3.60% (Ex. business cards, commercial cards, manually keyed transactions.)

11. Investment Services:

- A. Investment Assistance.** The Bank shall assist the County in developing and operating a program to invest all funds not needed for operations. The investment program should invest all funds at the highest rate of return while maintaining the safety of the principal and liquidity. Securities purchased are limited to those permitted by State and Local law. The Bank shall provide the County with technical assistance in forecasting cash flow requirements of the County.
- B. Safekeeping.** When the County purchases U.S. Treasury obligations, federal agency securities, certificates of deposit, repurchase agreements, or other securities, the Bank shall upon request hold them in safekeeping and shall comply with all Federal and State regulations regarding safekeeping.

COLLATERALIZATION

In accordance with legal requirements established by the State of Georgia (ref. Code 458-12, 45-8-13, 50-17-59, Atty. Gen. Op 62-24, 74-118, 79-12) the Bank will provide for collateralization of all uninsured deposits. The Bank shall maintain and pledge collateral security for the County's deposits in excess of the amount insured by the Federal Deposit Insurance Corporation (FDIC). The Bank agrees to comply with all applicable Federal, State and Local laws regarding the kinds of securities that may be used as collateral and the places where the collateral can be deposited.

COMPENSATION

In addition to the Merchant Services Fees set forth above, the County will pay a monthly fee for services provided by the Bank in the amount of \$300.00 per month (\$3,600 per year). The County will not be required to maintain a minimum balance in any account.

TERM

The Contract shall have a term of one year beginning November 1, 2021, and ending on October 31, 2022, and may be renewed for up to two (2) annual renewals. The rate on all interest bearing accounts may be renegotiated at each renewal.

TERMINATION OF THE CONTRACT

If through any cause, the Bank shall fail to fulfill in timely and proper manner the obligations under this Contract, the County shall have the right to terminate this Contract upon written notice to the Bank, at least three (3) working days before the termination date. In this event, the Bank shall be entitled to just and equitable compensation for any satisfactory work completed.

COMPLETENESS OF CONTRACT

This document contains all terms and conditions of the Contract, and any alteration shall be invalid unless made in writing, signed by both parties, and incorporated as an amendment to this Contract. There are no understandings, representations, or agreements, written or oral, other than those incorporated herein.

SEVERABILITY

If any clause or part of the Contract is held as a matter of law to be unenforceable, the remainder of the Contract shall be enforceable without such clause.

GOVERNING LAW

This contract shall be governed by the laws of the State of Georgia. Each party hereby consents to jurisdiction and venue in Lumpkin County, Georgia. Each party hereby waives any defense they may have as to improper jurisdiction and/or venue in Lumpkin County, Georgia.

IN WITNESS WHEREOF, the parties have signed this Contract as of this day and year first above written.

LUMPKIN COUNTY

By: _____
Chris Dockery, Chairman

[COUNTY SEAL]

Attest: _____
Melissa Z. Witcher, County Clerk

UNITED COMMUNITY BANK

By: _____
Name:
Title:

[CORPORATE SEAL]

Attest: _____
Name:
Title:



Lumpkin County, Georgia

Tax Commissioner Department

Date:	October 19, 2021
Agenda Item:	Contract for Service of Mobile Home Decal Citations
Item Description:	Contract for Service of Mobile Home Decal Citations.
Facts & Historical Information:	This is the same contract that was used in 2019 with Ryan Scott to serve citations on unpaid mobile home tax.
Contract Term:	01/01/2021 – 12/31/2021
Budget Impact:	This helps increase the revenue by collecting the unpaid taxes, interest, and penalties.
Staff Recommendation:	Approve the contract with Ryan Scott.
Attachments:	Contract for Process Server - Mobile Home Decal Citations 2021 Contract for Process Server - Mobile Home Decal Citations 2021



Lumpkin County, Georgia

Board of Commissioners Department

Date: October 19, 2021

Agenda Item: Terminate Contract for Land Purchase - Ben Higgins Road - Ratify

Item Description: Terminate Contract for Land Purchase - Ben Higgins Road - Ratify

Attachments:
Ben Higgins Contract Termination



UNILATERAL NOTICE TO TERMINATE PURCHASE AND SALE AGREEMENT AND PROPOSED DISBURSEMENT OF EARNEST MONEY



2021 Printing

This notice is given this date of 10/6/2021 in accordance with the provisions of that certain Agreement between Lumpkin County Board of commissioners ("Buyer") and RANJAN PATIL ("Seller"), for the Purchase and Sale of real property located at: Twin Fawns Trail, Dahlonega, Georgia 30533 with a Binding Agreement Date of 8/30/2021.

Unilateral Notice to Terminate

☒ Buyer OR ☐ Seller does hereby give notice to the other parties to the above-referenced purchase and sale agreement that he or she is terminating the Agreement effective immediately based upon the following:

☒ a. Buyer's right to terminate during the Due Diligence Period set forth in the Agreement;

☐ b. the failure of the following contingency to which the Agreement is subject: _____

☐ c. the following default under the Agreement by ☐ Buyer ☐ Seller: _____

☐ d. other lawful reason: _____

1 Buyer

Date

10/6/2021

OR

1 Seller

Date

2 Buyer

Date

2 Seller

Date

☐ Additional Signature Page (F267) is attached.

☐ Additional Signature Page (F267) is attached.

Proposed Disbursement of Earnest Money

The party unilaterally terminating this Agreement proposes that the earnest money and any other funds currently being held by Holder (collectively "Earnest Money") be disbursed as follows:

Refund in full to the buyer

This disbursement of Earnest Money shall only become effective upon this form being signed by and delivered to Buyer and Seller with a fully executed copy of the same then being delivered to the Buyer, Seller and Holder. Upon the happening of such event, Buyer and Seller further agree to release each other and all real estate brokerage firms, brokers and their affiliated licensees (all of whom shall be express third party beneficiaries to this Agreement) working with or representing the parties to the Agreement from any and all claims, causes of action, damages and suits arising out of or related to the Agreement. This shall not relieve any party who has defaulted under the Agreement or any brokerage engagement agreement to which they are a party from any claim, cause of action or suit for damages brought by the Broker(s) involved in the transaction. All terms referenced herein shall have the same meaning as in the Agreement.

1 Buyer

Date

10/6/2021

AND

1 Seller

Date

Ranjan Patil10-6-2021

2 Buyer

Date

2 Seller

Date

☐ Additional Signature Page (F267) is attached.

☐ Additional Signature Page (F267) is attached.

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Anthony Nunley IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

Copyright© 2021 by Georgia Association of REALTORS®, Inc.

F522, Unilateral Notice to Terminate - Proposed Disbursement of Earnest Money, 01/01/21



Lumpkin County, Georgia

Finance Department

Date: October 19, 2021

Agenda Item: GDOT 5311 FY2023 Application

Item Description: 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

Facts & Historical Information:

Lumpkin County's Transit Program was created in 1993. Lumpkin County Transit has historically provided over 5,000 one-way passenger trips annually to the citizens of Lumpkin County per year. Transportation is provided for medical appointments, shopping, personal errands, employment, and school.

Requested budget for FFY 2023:

Budget Request Summary:

	Total	Federal	State	Local Match
Operating Budget Total	\$198,946	\$99,473		\$99,473

Potential Courses Of Action:

- A. Submit a signed application.
- B. Do not submit an application.

Comparison:

If Course A is chosen the funding will be secured to continue to operate the transportation for the period July 1, 2022 through June 30, 2023.

If Course B is chosen, the funding will not be secured and the operation of the transportation program will be suspended at the end of the current funding cycle (June 30, 2022).

Budget Impact:

There will be no adverse impact to the 2021 budget as this application is for the 07/0/22-06/30/23 time period.

The local portion of the 5311 Transit program is included in the FY22

Budget at the current FY22 Contract rate of \$40,500 per 6 months. If the requested FY2023 application is awarded as requested, an additional \$9,237 will be needed to fund 07/01/22-12/31/23, assuming expenses are the maximum expected on the application budget. The local portion for the 01/01/23-06/30/23 part of this application will be included on the FY2023 budget.

Staff Recommendation: It is recommended that Course A be chosen – Submit the signed application. The transportation program is valuable to many citizens of Lumpkin County who otherwise would have no viable means of affordable transportation.



Lumpkin County, Georgia

Finance Department

Date:	October 19, 2021
Agenda Item:	Secure Rural Schools Act – Title III Money Certification on Use of Funds
Item Description:	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.
Facts & Historical Information:	Lumpkin County first received Secure Rural Schools Act money in 2009. At the time of acceptance, the Board elected to use 15% of the funds received for Firewise Community activities in Lumpkin County and the remaining 85%, comprised of Title I funding, would be used on road improvement projects. To date, the County has received \$171,172.53 in Title III funds and has spent all of those funds on the following activities: 1) Firewise education classes and advertisements 2) Firewise educational materials 3) Firewise trailer, tent, computer, projector 4) Firewise display boards 5) Search and rescue operations on Nation Forest Land (reimbursement) 6) Neighborhood cleanup days 7) County-wide fire survey (GA Forestry assisted) As required by Congress, this must be recorded in the minutes and we must advertise our intention of the use of the funds in both the legal organ and on the County's website.
Potential Courses Of Action:	There is no required action by the BOC other than to have this recorded in the minutes.
Budget Impact:	There is no adverse impact to the budget for the Title III funds. Funds are only expended if we receive an allocation. For FY 2021, the County received \$27,245.86 in Title I funds which have been used to supplement road improvements.
Staff Recommendation:	



Lumpkin County, Georgia

County Clerk Department

Date:	October 19, 2021
Agenda Item:	Alcoholic Beverage License – Iron Mountain Park, LLC dba The Grille at Iron Mountain
Item Description:	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.
Facts & Historical Information:	Craig Stansberry is applying for The Grille at Iron Mountain LLC to obtain a beer, wine, and distilled spirits for consumption on premises and movable bar alcoholic beverage license
Potential Courses Of Action:	A. Approve the license. B. Deny the license
Staff Recommendation:	Approve the alcoholic beverage license.



Lumpkin County, Georgia

Public Works Department

Date: October 19, 2021

Agenda Item: Reevaluation of Recycling Program

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

Facts & Historical Information:

In July of 2021 the recycling contract was amended to increase the monthly amount the County pays the contractor to operate the program from \$4,350 to \$6,000. Included in the motion to increase the amount were three additional items. The first was to ask the city to contribute to the cost and the second was to educate the citizens about recycling of cardboard. The third item was that the cardboard recycling be reevaluated in October to determine if it was still feasible.

County staff was unable to get a commitment from the City of Dahlonega to contribute to the program. Although the city still operates its residential recycling program, it was the elimination of their commercial cardboard recycling program that was associated with the increased amount of cardboard going to the County recycling facility. Since July there has not been a noticeable change in the volume of materials received.

The contractor, Mark Robinson Hauling, LLC has been working with the users of the recycling program to inform them of what materials are taken and how these materials should be placed in the containers. This work of mouth method only reaches the citizens who are seen not recycling properly and since the containers are not monitored continuously, not all users are informed. There has been no noticeable improvement in the quality of the materials placed in the containers.

Although the price of recyclables has increased over the past months, the materials received are contaminated with other materials and cannot be sold without first being sorted. At current rates, the cost of sorting far outweighs the potential revenue from clean materials for the quantities generated by the program. Also, Mark Robinson Hauling has been unable to find a buyer that will pay enough for the mixed materials to cover the increased cost of transportation to facilities located farther from Lumpkin County.

Since the inception of the Lumpkin County recycling program, the cost of operations has far exceeded any revenue generated and therefore the program has been subsidized with taxpayer funds. In discussions with Mark Robinson, he stated that the current rate he is receiving covers his costs to operate the program.

The current cost of the program to the county is \$72,000 per year. This is approximately \$29,000 less than the cost of operating the program in house in 2019. Staff, along with Mark Robinson have discussed the following options that may reduce

to cost to the taxpayers for the recycling program. These options are potential changes that the Board may want to explore more in depth.

**Potential Courses
Of Action:**

- A) Add a recycling user fee to be collected at the transfer station.
- B) Stop accepting cardboard materials to reduce the cost operations.
- C) Eliminate the County recycling program.
- D) Make no changes.

**Discussion of Courses of
Action:**

A) A recycling fee would provide an additional source of revenue that could offset the cost of operating the program. It has been suggested that a fee would reduce the potential for the placement of contaminating items in the recycling containers. This could eliminate the financial incentive of placing non acceptable materials in the recycling containers. This option could result in a reduction of materials recycled.

B) Stop accepting cardboard could decrease the county costs to operate the recycling program, but would reduce the effectiveness of the program by eliminating the material that accounts for approximately 40% of the materials received in the program.

C) Eliminating the Recycling program would reduce the services offered to the citizens of the county, but would result in a reduction to the County budget of \$72,000 per year.

D) No change would keep the program operating at the current level.

Attachments:

07.20.2021 Regular Meeting 6 pm



LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Agenda
Commissioners Boardroom

July 20, 2021
 6:00 P.M.

- **CALL TO ORDER** Chairman Dockery
- **INVOCATION - Pastor Gabe Dodd, The Branch Church**
- **CONSIDERATION OF AGENDA**
- **PUBLIC COMMENTS (Agenda Specific)**
- **PRESENTATIONS**
 - 1. ACCG Insurance Program Presentation
- **CONSIDERATION OF MINUTES**
 - 2. Board of Commissioners - Work Session - Jun 1, 2021 4:00 PM
 - 3. Board of Commissioners - Work Session II - Jun 15, 2021 5:30 PM
 - 4. Board of Commissioners - Regular Meeting - Jun 15, 2021 6:00 PM
 - 5. Board of Commissioners - Special Called Work Session - Jun 15, 2021 7:00 PM
- **RESOLUTIONS**
 - 6. 2021 - 38 - Consideration of Fleet Replacement Policy (*Special Projects Director Ashley Peck*)
 - 7. 2021 - 41 - Appoint Member to Audit Committee - Charles Jones, III to Seat 5, with a term expiring 12/31/2021
 - 8. 2021 - 42 - Reappoint Member to Planning Commission - William Gilstrap to Seat 6, with term expiring 08/27/2025
 - 9. 2021 - 43 - Appoint Members to Board of Elections-Ben English to Seat 1 & Rhonda Sheppard to Seat 5 exp 12.31.22
 - 10. 2021 - 45 - Consideration of Revision to Short Term Rental License Ordinance (*Deputy Planning Director Mary Catherine Beutel*)
 - 11. 2021 - 46 - Amend 2021 Budget Calendar (*Finance Director Abby Branan*)
- **REPORTS**

Department reports can be viewed on the Commissioners web page at www.lumpkincounty.gov
 Elected Officials
- **CONTRACTS/AGREEMENTS**

Attachment: 07.20.2021 Regular Meeting 6 pm (3218 : Reevaluation of Recycling Program)

12. 2021-043 - Amend IGA City of Dahlonega & Lumpkin County - 2021 Municipal Election
(*Special Projects Director Ashley Peck*)
13. 2021-044 - Mutual Termination of CHP Lease Agreement on Rock House Road (*County Attorney Joy Edelberg*)

- **OTHER ITEMS**

14. Special Event Permit - Dahlonega-Lumpkin County Chamber of Commerce Annual Meeting & Dinner (*County Clerk Melissa Witcher*)
15. Special Event Permit - LLC Welcome Dinner (*County Clerk Melissa Witcher*)
16. Special Event Permit Request – Enotah Casa Mountain Arts Fest (*County Clerk Melissa Witcher*)
17. Grand Jury Recommendation to Increase Juror Pay (*County Attorney Joy Edelberg & County Manager Stan Kelley*)
18. Request from Union County for Transfer of Wire Recycle Bins (*Public Works Director Larry Reiter*)
19. Consideration of Options for the Yahoola Creek Park Basketball Court (*Finance Director Abby Branam & Park & Rec Manager Wade Chandler*)
20. Discuss Mark Robinson Request for Recycling Fee Increase (*Public Works Director Larry Reiter*)
21. Decision on Northeast Georgia Health Systems Planned Unit Development Application (*Planning Director Bruce Georgia*)
22. Set Date for Budget Meeting

- **COUNTY MANAGER**

- **COUNTY ATTORNEY**

- **COMMISSIONERS**

- **PUBLIC COMMENTS**

- **EXECUTIVE SESSION - Litigation & Personnel**

- **ADJOURNMENT**

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Minutes
Commissioners Boardroom



July 20, 2021
 6:00 P.M.

CALL TO ORDER

The meeting was called to order at 6:10 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 - Pastor Gabe Dodd, The Branch Church

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)

PRESENTATIONS

1. ACCG Insurance Program Presentation

ACCG Insurance Program Presentation

Chairman Dockery mentioned how beneficial the safety grants from ACCG have been. Community and Employee Services Director Alicia Davis said they have been used to obtain a wide variety of safety equipment, such as chainsaw chaps, truck light bars, safety extension ladders, PPE, and other devices.

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 - Jun 1, 2021 4:00 PM
3. Board of Commissioners - Work Session II - Jun 15, 2021 5:30 PM
4. Board of Commissioners - Regular Meeting - Jun 15, 2021 6:00 PM
5. Board of Commissioners - Special Called Work Session - Jun 15, 2021 7:00 PM

RESOLUTIONS

6. 2021 - 38 - Consideration of Fleet Replacement Policy (Special Projects Director Ashley Peck)

Consideration of Creation of a Fleet Replacement Policy

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.

7. 2021 - 41 - Appoint Member to Audit Committee - Charles Jones, III to Seat 5, with a term expiring 12/31/2021

Appoint Member to Audit Committee - Charles Jones, III to Seat 5, with a term expiring 12/31/2021

Motion: A motion was made by Chairman Dockery to appoint Charles Jones to Seat 5 with a term expiring 12/31/2021. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

8. 2021 - 42 - Reappoint Member to Planning Commission - William Gilstrap to Seat 6, with term expiring 08/27/2025

Reappoint Member to Planning Commission - William Gilstrap to Seat 6 with term expiring 8/27/25.

Motion: A motion was made by Chairman Dockery to appoint William Gilstrap to Seat 6 with a term expiring 8/27/2025. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

9. 2021 - 43 - Appoint Members to Board of Elections-Ben English to Seat 1 & Rhonda Sheppard to Seat 5 exp 12.31.22

Appoint Members to Board of Elections - Ben English to Seat 1 and Rhonda Sheppard to Seat 5

Motion: A motion was made by Chairman Dockery to appoint Ben English to Seat 1 with a term expiring 12/31/2022. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

Motion: A motion was made by Chairman Dockery to appoint Rhonda Sheppard to Seat 5 with a term expiring 12/31/2022. The motion was seconded by Commissioner Moran. The motion was approved and carried.

10. 2021 - 45 - Consideration of Revision to Short Term Rental License Ordinance (Deputy Planning Director Mary Catherine Beutel)

DISCUSS REVISIONS TO CHAPTER 12, BUSINESS REGULATIONS AND LICENSING

Motion: A motion was made by District 4 Commissioner Moran to approve course of action 1, which is to approve all nine revisions. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

11. 2021 - 46 - Amend 2021 Budget Calendar (Finance Director Abby Branan)

Amend the 2021 Budget Calendar for FY2022 Budget Due to a Time Error

Motion: A motion was made by District 3 Commissioner Stringer to approve Amend 2021 Budget Calendar. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

REPORTS

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

Elected Officials

CONTRACTS/AGREEMENTS

12. 2021-043 - Amend IGA City of Dahlonega & Lumpkin County - 2021 Municipal Election (Special Projects Director Ashley Peck)

Amend the IGA with City of Dahlonega for conducting the 2021 Municipal General Election due to the addition of a county wide election.

Motion: A motion was made by District 3 Commissioner Stringer to approve Amend IGA City of Dahlonega & Lumpkin County - 2021 Municipal Election. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

13. 2021-044 - Mutual Termination of CHP Lease Agreement on Rock House Road (County Attorney Joy Edelberg)

Mutual Termination of CHP Lease Agreement on Rock House Road

Motion: A motion was made by Chairman Dockery to approve Mutual Termination of CHP Lease Agreement on Rock House Road. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

OTHER ITEMS

14. Special Event Permit - Dahlonega-Lumpkin County Chamber of Commerce Annual Meeting & Dinner (County Clerk Melissa Witcher)

Special Event Permit allowing the Chamber of Commerce to hold their annual meeting and dinner on November 5, 2021.

Motion: A motion was made by District 4 Commissioner Moran to approve Special Event Permit - Dahlonega-Lumpkin County Chamber of Commerce Annual Meeting & Dinner. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

15. Special Event Permit - LLC Welcome Dinner (County Clerk Melissa Witcher)

Special Event Permit allowing the Chamber of Commerce to hold their annual Leadership Lumpkin County Welcome Dinner on August 26, 2021.

Motion: A motion was made by District 4 Commissioner Moran to approve Special Event Permit - LLC Welcome Dinner. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

16. Special Event Permit Request – Enotah Casa Mountain Arts Fest (County Clerk Melissa Witcher)

Special Event Permit allowing the Enotah Casa to hold their event on September 11-12, 2021.

Motion: A motion was made by District 4 Commissioner Moran to approve Special Event Permit Request – Enotah Casa Mountain Arts Fest. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

17. Grand Jury Recommendation to Increase Juror Pay (County Attorney Joy Edelberg & County Manager Stan Kelley)

Grand Jury Recommendation to Increase Juror Pay

Motion: A motion was made by District 2 Commissioner Mayfield to approve the recommendation of the Grand Jury that juror pay be increased to \$35 for the first day and \$50 for each following day. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

18. Request from Union County for Transfer of Wire Recycle Bins (Public Works Director Larry Reiter)

Determine method for disposal of wire bins.

Motion: A motion was made by Chairman Dockery to approve Request from Union County for Transfer of Wire Recycle Bins. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

19. Consideration of Options for the Yahoola Creek Park Basketball Court (Finance Director Abby Branan & Park & Rec Manager Wade Chandler)

Consider options for the basketball court being constructed at Yahoola Creek Park.

Motion: A motion was made by District 2 Commissioner Mayfield to approve option A, the full concrete basketball court with six goals, with the understanding we can widen the court for pickleball if needed. The motion was seconded by District 4 Commissioner Moran.

Motion: Commissioner Mayfield amended his motion to put a \$5,000 maximum limit on the additional pickleball work. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

20. Discuss Mark Robinson Request for Recycling Fee Increase (Public Works Director Larry Reiter)

Revise recycling cost of the transfer station lease/ recycling agreement with Mark Robinson hauling, LLC.

Motion: A motion was made by District 3 Commissioner Stringer to do three things: to accept option A's increase, to ask the City of Dahlonega to contribute to the program (option E), and to add appropriate PR measures to educate citizens about cardboard recycling. The program will be reevaluated in October to see if cardboard is still feasible. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

21. Decision on Northeast Georgia Health Systems Planned Unit Development Application (Planning Director Bruce Georgia)

Decision on Northeast Georgia Health Systems Planned Unit Development Application

Motion: A motion was made by Chairman Dockery to approve the PUD. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

22. Set Date for Budget Meeting

Set Date for Budget Meeting

It was decided to hold the Special Work Session this Friday at 2:00 pm.

COUNTY MANAGER

Planning Director Bruce Georgia said the Planning Department has recently received several complaints regarding shooting near Porter Springs Road where it meets McDonald Road. It was discovered the property lessee has a personal firing range built there and he is running it like a commercial business, with visitors from all over coming to shoot. Mr. Georgia issued a stop work order earlier today and informed the man he would have to undergo the SLUA process, and he would like for the BOC to decide upon a date. The owner has started

the process for the application but has not turned it in yet. Chairman Dockery said we could tentatively plan for it to be held after the regular meeting on August 17, but he wants the application to be turned in first.

Mr. Stan Kelley said this would be his last time in the County Manager's chair at a BOC meeting, and he thanked the Board and staff for 16 years together.

COUNTY ATTORNEY

COMMISSIONERS

Chairman Dockery said a few words regarding Mr. Kelley's retirement.

PUBLIC COMMENTS

Jeremy Nye, resident of District 2, expressed support for Chairman Dockery's comments on the recycling program. He said we need to avoid putting an undue burden on taxpayers, and the recycling program is unsustainable and unmanageable. He said he supports any action of the BOC to kill the recycling program immediately.

EXECUTIVE SESSION - Litigation & Personnel

Motion: Commissioner Mayfield moved to enter executive session at 7:04 pm, and was seconded by Commissioner Stringer. The motion was approved unanimously.

Motion: Commissioner Stringer moved to exit executive session and re-enter regular session at 8:01 pm. The motion was seconded by Commissioner Moran. The motion was approved and carried.

Motion: Chairman Dockery made a motion to award Stan Kelley a retention bonus of \$7,000 per month from his original retirement date until his final retirement date and placing the maximum amount allowed in his retirement. The motion was seconded by Commissioner Stringer, and was approved unanimously.

ADJOURNMENT

Motion: Commissioner Mayfield moved to adjourn the meeting, and was seconded by Commissioner Stringer. The motion was approved, and the meeting ended at 8:04 pm.

August 19, 2021

Date



Melissa Witcher
County Clerk, Lumpkin County



Chris Dockery, Chairman
Lumpkin County Board of Commissioners



Lumpkin County, Georgia

Finance Department

Date:	October 19, 2021
Agenda Item:	Public Safety Officials and First Responders Supplement Grant Program Application
Item Description:	Public Safety Officials and First Responders Supplement Grant Program Application
Facts & Historical Information:	On March 11, 2021 President Biden signed the American Rescue Plan Act of 2021 (H.R. 1319) into law. The \$1.9 trillion package, based on President Biden's American Rescue Plan (ARP), is intended to combat the COVID-19 pandemic, including the public health and economic impacts. As part of the Georgia's State Fiscal Recovery Fund, Governor Kemp announced a Public Safety Officials and First Responders Supplement Grant using funds from the American Rescue Plan Act. The grant will provide a \$1,000 pay supplement for all eligible sworn law enforcement officials and first responders and a \$300 supplement for all active volunteer firefighters in Georgia serving during August of 2021. Eligible employees include full-time public safety officials, first responders, or volunteer firefighters in a position requiring active certification as a law enforcement officer, jail officer, communications officer, firefighter, or emergency medical services personnel from the state from either the Georgia Peace Officer Standards and Training Council (POST), Georgia Firefighter Standards and Training Council (GFSTC), or Department of Public Health (DPH). The County will apply on behalf of eligible employees, and funds will be paid to the employees through the payroll process. Reimbursement to the County will include the supplement plus FICA/Medicare expenses. The employees will be responsible for their portion of the applicable payroll taxes. Retirement will not be deducted or paid on the supplements. The application is currently open and will close December 31, 2021.
Potential Courses Of Action:	A. Authorize submission of the Public Safety Officials and First Responders Supplement Grant Program application on behalf of eligible employees. B. Do not authorize submission of the Public Safety Officials and First Responders Supplement Grant Program application on behalf of eligible employees.
Budget Impact:	There is no budget impact by submitting this application or receiving these funds. Employer costs will be 100% funded by the State Fiscal Recovery Fund.
Staff Recommendation:	Staff recommends authorizing submission of the Public Safety Officials and First

Responders Supplement Grant Program application on behalf of eligible employees.