LUMPKIN COUNTY
Board of Commissioners
Work Session II Agenda
Commissioners Boardroom
Lumpkin County Administration Building, 99 Courthouse Hill, Dahlonega, GA 30533

October 18, 2022
5:30 P.M.

- **CALL TO ORDER** Chairman Dockery
- **CONSIDERATION OF MINUTES**

1. Board of Commissioners - Work Session - Sep 6, 2022 4:00 PM
2. Board of Commissioners - Joint Special Called Work Session - Sep 12, 2022 2:00 PM
3. Board of Commissioners - Public Hearing - Sep 20, 2022 5:15 PM
4. Board of Commissioners - Work Session II - Sep 20, 2022 5:30 PM
5. Board of Commissioners - Regular Meeting - Sep 20, 2022 6:00 PM

- **RESOLUTIONS**

6. 2022 - 49 - Appointment of Associate Probate Judge *(Probate Judge Michael Chastain)*
7. 2022 - 50 - Resolution Setting Forth LC Position to the LOST Certificate of Distribution Dated July 19, 2022

- **CONTRACTS/AGREEMENTS**

8. 2022-065 - Housing & Rental Agreement – Blackburn Fire Station #8 *(EMA Director David Wimpy)*
9. 2022-066 - Unifirst Uniform Corporation Service Agreement - Public Works Department *(Public Works Director Larry Reiter)*
10. 2022-067 - LC Wimpy Airport Consultant Contract Award *(Public Works Director Larry Reiter)*
11. 2022-068 - Agreement between Lumpkin County Board of Commissioners and Windstream Services, LLC *(Development Authority Director Rebecca Mincey)*
12. 2022-069 - Banking Services Contract *(Finance Director Abby Branan)*
13. 2022-070 - NGN Fiber Service Agreement: Lumpkin County Justice Center *(Special Projects Director Ashley Peck)*
14. 2022-071 - NGN Fiber Service Agreement: Lumpkin County Administration Building *(Special Projects Director Ashley Peck)*

- **OTHER ITEMS**

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

- **COUNTY MANAGER**

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

LUMPKIN COUNTY
Board of Commissioners
Work Session Minutes
Commissioners Boardroom

September 6, 2022
4:00 P.M.

CALL TO ORDER

The meeting was called to order at 4:00 PM by District 3 Commissioner Rhett Stringer

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

PRESENTATIONS

1. Rainbow Children's Home Presentation

Rainbow Children's Home

2. Lanier Tech Adult Learning Center Presentation

Lanier Tech Adult Learning Center Presentation

PROCLAMATIONS

3. Community Helping Place Ornament for 2022 Joint Proclamation

Community Helping Place Ornament for 2022 Joint Proclamation

4. Joint Proclamation City of Dahlonega & Lumpkin County – Chamber of Commerce Outgoing Board Chairman

Joint Proclamation City of Dahlonega & Lumpkin County – Chamber of Commerce Outgoing 2022 Board Chairman Mark Spraker

MINUTES

5. Board of Commissioners - Joint Special Called Meeting - Aug 1, 2022 4:30 PM
6. Board of Commissioners - Work Session - Aug 2, 2022 4:00 PM

7. Board of Commissioners - Public Hearing - Aug 9, 2022 5:30 PM
8. Board of Commissioners - Public Hearing - Aug 9, 2022 6:00 PM
9. Board of Commissioners - Public Hearing - Aug 11, 2022 9:00 AM
10. Board of Commissioners - Public Hearing - Aug 16, 2022 5:00 PM
11. Board of Commissioners - Work Session II - Aug 16, 2022 5:30 PM
12. Board of Commissioners - Regular Meeting - Aug 16, 2022 6:00 PM
13. Board of Commissioners - Public Hearing - Aug 23, 2022 4:00 PM
14. Board of Commissioners - Special Called Meeting - Aug 23, 2022 4:30 PM

RESOLUTIONS

15. 2022 - 38 - Resolution to Amend the Character Area Map *(Planning Director Bruce Georgia)*

Resolution to Amend the Character Area Map (Regular Meeting). United Family Homes, LLC. has submitted a Character Area Map Amendment request for Map/Parcel 083-100, Dahlonega, GA 30533.

Commissioner Moran shared some concerns about the buffers and setbacks required for this parcel since it does adjoin some residential areas. He said he would like to see stricter buffer and setback requirements in place for the sides that are adjacent to residential parcels instead of the regulations for gateway corridor parcels.

Planning Director Bruce Georgia said the focus of this resolution is the CAM change, not approving or disapproving the multifamily housing that will be developed on the parcel. Commissioner Moran said he understood, but he said we should ensure that the development won't encroach right onto the border of the parcel. He is just thinking about the transition between connecting uses and how it may be good to have additional buffers and setbacks to the residential areas near the parcel.

16. 2022 - 43 - Resolution Authorizing Among Other Things the Execution of an IGA & Bond Purchase Agreement *(Finance Director Abby Branan)*

A RESOLUTION OF THE LUMPKIN COUNTY BOARD OF COMMISSIONERS AUTHORIZING, AMONG OTHER THINGS, THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT AND A BOND PURCHASE AGREEMENT RELATING TO THE ISSUANCE OF THE LUMPKIN COUNTY PUBLIC BUILDING AUTHORITY REVENUE BONDS, SERIES 2022.

17. 2022 - 44 - Appoint Member to Veterans Affairs Committee - Trent Miller to Seat 9, unexpired term end 04/14/2023

Appoint Member to Veterans Affairs Committee - Trent Miller to Seat 9, unexpired term ending 04/14/2023

CONTRACTS/AGREEMENTS

18. 2022-056 - Animal Shelter Professional Vet Services *(Animal Shelter Manager Wayne Marshall)*

Animal Shelter Professional Vet Services. Request to consider the Animal Shelter Professional Veterinarian Services contract renewal.

19. 2022-057 - Payroc Merchant Processing Agreement – IWORQ Permitting Software Online Payment System *(Planning Director Bruce Georgia)*

Payroc Merchant Processing Agreement – IWORQ Permitting Software Online Payment System. Payroc provides the credit card processing service for IWorQ permitting software.

20. 2022-058 - Amendment to the Financial Assistance Award Form CD-451 for Award 13-08-I2210 *(Development Authority Director Rebecca Mincey)*

Amendment to the Financial Assistance Award Form CD-451 for Award 13-08-I2210. National Telecommunications & Information Administration (NTIA) Broadband Infrastructure Program Amendment Acceptance.

Development Authority Director Rebecca Mincey explained this amendment to the NTIA project is due by September 15th, so we will have to get a consensus from the BOC today. The Commissioners were in agreement to approve the item.

21. 2022-059 - DebtBook Contract *(Finance Director Abby Branan)*

DebtBook Contract. Consideration of DebtBook Contract.

22. 2022-060 - 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.

23. 2022-061 - Contract Award Pinetree Way/Memorial Drive Improvements *(Public Works Director Larry Reiter)*

Contract Award Pinetree Way/Memorial Drive Improvements. Approve contract for the improvements to Pinetree Way and the intersection of Pinetree Way/Memorial Dr/Morrison Moore Pkwy to Colditz Trucking Inc.

24. 2022-062 - Transfer Station & Recycling Program Contract *(Public Works Director Larry Reiter)*

Transfer Station & Recycling Program Contract. Approve contract for the operating of Lumpkin County's transfer station and recycling program.

Public Works Director Larry Reiter explained we had two submitted proposals, one from BFI and one from the current contractor, Mark Robinson. BFI's proposal did not include everything that we needed done. Their proposal included hauling trash from our facility to their facility, but did not mention operating the Transfer Station or handling recycling. Mark Robinson submitted different options so we could pick something that works best for our citizens.

The first option is to continue as we currently operate. Mr. Robinson pays us to rent the transfer station and we pay him to operate the recycling program. The second option is to turn the recycling into a user paid program where people pay for it the same they would for trash. This would be no additional cost to the County. Mr. Reiter said staff reviewed all three proposals but have not given a recommendation. Staff's concern is that it might be a negative perception to tell people they have to pay to recycle. On the other hand, if we quit paying Mark Robinson $72,000 per year for the recycling program, then people would have to drive to another county to recycle. Mr. Reiter said this option would eliminate the people who throw their kitchen garbage into the recycling bins to try and save a dollar, as recycling would cost the same as a trash bag.

There was discussion over if there could be any participation in recycling from the schools. Mr. Reiter said the last time officials met on this issue, we had discussed recycling with the City, the college, and the schools, but it has not amounted to anything. The current contract with Mr. Robinson ends in November. Commissioner Mayfield said the last time we discussed recycling, there were a lot of angry e-mails from upset citizens who were passionate about the recycling program. It is too late into the budget cycle to make any changes to this year's budget, he said.

25. 2022-063 - LC Wimpy Airport Crack Sealing & Runway Remarking - Wall Contract *(Public Works Director Larry Reiter)*

LC Wimpy Airport Crack Sealing & Runway Remarking - Wall Contract. Approve contract with Wall Asphalt Services Inc. to complete crack sealing and remarking of Lumpkin County-Wimpys airport.

26. 2022-064 - GDOT Crack Sealing and Runway Remarking Supplemental Agreement *(Public Works Director Larry Reiter)*

GDOT Crack Sealing and Runway Remarking Supplemental Agreement. Approve supplemental agreement with GDOT for funding for the crack sealing and remarking of Lumpkin County-Wimpys airport.

OTHER ITEMS

27. Proposed LMIG FY2023 Road Resurfacing List *(Public Works Director Larry Reiter)*

Proposed LMIG FY2023 Road Resurfacing List. Presentation of the proposed list of roads to be resurfaced in the 2023 paving season.

Mr. Reiter explained that Ben Higgins, Sheep Wallow, and Little Mountain are all on the resurfacing list. Sheep Wallow and Little Mountain have been on the widening project this year, but that does not include the resurfacing, which is why they have been included on the resurfacing list. Mr. Reiter also explained the GDOT is doing a major safety improvements project on Ben Higgins, which includes shoulder widening, thermal plastic remarking, and rumble strips. If we do resurfacing after that, we will be covering all of the safety improvements with asphalt.

28. Request use of SPLOST or ARPA Funds for LCWSA System Improvements *(Water & Sewerage Authority Director Sean Phipps)*

Request use of SPLOST or ARPA Funds for LCWSA System Improvements. LCWSA request for use of SPLOST or ARPA funds to complete water and sewer system improvements. Additional funds are needed to meet budget shortfall based on bids received for construction.

29. LCWSA – Request for recommitment of County to Provide ARPA Matching Funds for WWTP *(Water & Sewerage Authority Director Sean Phipps)*

LCWSA – Request for recommitment of County to Provide ARPA Matching Funds for WWTP. LCWSA is requesting a recommitment by the Board of Commissioners to provide $3,000,000 in local matching funds from the Lumpkin County's Local Fiscal Recovery Funds in support of LCWSA's application for State Fiscal Recovery Funds (ARPA) to construct a WWTP.

Sean Phipps, the LCWSA Director, said this is a related project for the proposed wastewater treatment plant that we have under design. Commissioner Mayfield expressed his support to get the wastewater treatment plant developed.

COUNTY MANAGER

Mr. Ours gave an update on the new recreation center/pool project. We expect to receive the final construction documents from the architect within the next few weeks, and then Carroll Daniel will take about five weeks to produce a Guaranteed Maximum Price (GMP). We will hopefully have a price by the November Work Session.

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

Steve Sylvester thanked the Commissioners for their effort in this process. He is concerned with the Character Area Map amendment and is afraid that the whole process for changing character areas is too subjective. Mr. Sylvester said we need a more clearcut criteria for switching parcels from general development to restricted development, or vice versa. He also urged the Commissioners to consider the compatibility of the surrounding parcels and said we need to learn more specifics about this development first. Mr. Sylvester also said the public advertisements for the CAM amendment processes need to be clearer in describing what is being developed on the parcel. Most of the general public do not know what is happening when they see the notice for the CAM amendment public hearing and they do not know what a Character Area Map amendment is.

Robin Hall said he has been following the Land Use Code for a while now, and he believes this will be the first attempt under the new code to make a change like this. Therefore, this will be used as an example going forward. There are two separate issues here: Should we change the map, and should the development be approved? The issues are both linked. Mr. Hall said the Commissioners should consider applying conditions to this, such as "No further variances will be allowed on this site which will diminish the interests of the neighbors or the County." Mr. Hall does not think there will be sufficient sewage for this property.

Mr. Georgia said he wanted to explain the regulations further to clear up any misunderstandings. He showed a map of the property in question and explained the character areas of the surrounding parcels. Since the parcel adjoins other parcels that are under Restricted Development, the stricter buffer & setback requirements will apply. The development will have to meet the restricted development standards and it will have a large buffer between any residential areas.

Commissioner Moran said that answers a lot of his questions and alleviates his concerns.

ADJOURNMENT

The meeting was adjourned at 5:07 PM.

Date	Chris Dockery, Chairman Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

LUMPKIN COUNTY
Board of Commissioners
Joint Special Called Work Session Minutes
Executive Conference Room

September 12, 2022
2:00 P.M.

Call to Order

The meeting was called to order at 2:00 PM by Chairman Chris Dockery

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

Determine Joint TSPLOST Project

Chairman Dockery began by deferring to the committee that was developed to determine the joint project. Commissioner Stringer attended both meetings, so he will be speaking for the committee. He said they came up with the intersection improvement at Auraria and Torrington on Morrison Moore Parkway. They also discussed the Yahoola Creek Park entrance and the city is going to take care of that. They are doing some of the storm water improvements, so they will include that project while they are working in that area. Commissioner Stringer said everyone from all four corners of the county goes in and out of Yahoola Creek Park, so he thought that was a good project for us to have on the list. The city was actually able to do that now with some of their current TSPLOST funding.

Councilman Ariemma expressed his excitement about the Auraria project. He said with the 400 Corridor getting more and more crowded, it will be an alternate route in and out of Dahlonega. It is a great joint project and he can't wait to see it come to pass. Commissioner Moran asked what the problem was on Mechanicsville Road and what they were doing there. Commissioner Stringer responded they are fixing the dual turns on Mechanicsville at the senior center. Mayor Taylor stated they are not going to be able to take the curves out altogether but it will be an improvement. Her staff explained that the first part they will be able to do more with, there is just not enough room on the second curve to do that much. They will be able to get the first part a lot straighter than it is right now.

Councilman Ariemma asked Charles Trammell if GDOT was going to assist with the project. Mr. Trammell confirmed they would but they are waiting to see what we are going to do before they went any further. Commissioner Stringer said in the beginning everyone was suggesting a roundabout at that intersection but they do not need to tell GDOT what to do. His suggestion is keeping the language as "intersection improvements" and let GDOT decide what's best there. Chairman Dockery agreed they need to keep the language the same as they did with the intersection at Oak Grove.

Determine TSPLOST Distribution Amount

Commissioner Stringer stated the committee had discussed that the road length wasn't entirely fair to the city and the population count wasn't entirely fair to the county. The mayor came up with using ¾ and ½ on the population and that resulted in an 81% county and 19% city split. Mayor Taylor said the city feels good about that and it offers the county budget relief. They took it from a bottom-up approach and working with their team decided how many projects they could get done with TSPLOST funding. It provides a fair share between the two entities. Chairman Dockery reiterated the recommendation from the committee is an 81% county and 19% city split. He asked for comments and if anyone was in disagreement of the distribution and there were none.

Chairman Dockery stated the City Council had already voted and approved the distribution split at their last meeting. The Commissioners will vote on the amounts next week at their regular meeting. Mayor Taylor confirmed they had approved the percentage amounts and the joint project at their last meeting contingent on the IGA. So, they are in complete alliance with the county on those items but they are going to need another meeting on the IGA. Chairman Dockery asked for more clarification since they had agreed on the project and they agreed on the distribution split, what would be in the IGA. Mayor Taylor responded it was the questions of debt and indebtedness, how the debt was going to be handled, and if there is any debt to be issued. They had asked for a week to review the document and due to circumstances beyond anyone's control, they received a draft copy on Friday that was incomplete.

Chairman Dockery asked if they had a draft IGA that contained the verbiage that they would like for them to consider. Mayor Taylor said she thinks their council has submitted it to the county's attorney. City Attorney Doug Parks responded there is some technical issue. They had just received comments from the bond council this morning that were incorporated into the IGA. They had started reviewing that and they are waiting on comments from Stifel. Mr. Parks said they are very close and have some fairly minor things they are still in process of getting done. He continued that unlike last time, they would like to approve the scope, the budget, and a few minor things. It isn't anything that they cannot overcome.

Mayor Taylor said they are scheduled to have a special called meeting next week on the 19th to approve the IGA. Chairman Dockery asked how the city is on the hook for all of the debt on the joint project? Mr. Parks said the original document called for the city and county to issue debt. You have the ability to issue debt even if you don't want to take it, but the city does not want the ability to issue debt on their own projects. They only want to issue debt on the joint project, so they had to make that change on the IGA. Chairman Dockery asked how we did the one on Oak Grove. Ms. Edelberg responded that verbiage was not included on the IGA. Mr. Parks said the city's goal is the same as the county. Chairman Dockery said they have identified a project and they have identified the distribution but at some point, they have to identify the dollar figure. He asked if the committee had discussed what percentage was to be paid by the city and what percentage was to be paid by the county on that project. Mr. Parks said it is included in the document as of this morning and as 81% and 19%. Chairman Dockery said it is based on the same as the split. He asked if the Commissioners had any comments or objections because that had never been discussed with them. There were no objections or other comments.

Adjourn

Chairman Dockery adjourned the meeting at 2:20 PM.

Date	Chris Dockery, Chairman Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

LUMPKIN COUNTY
Board of Commissioners
Public Hearing Minutes
Commissioners Boardroom

September 20, 2022
5:15 P.M.

Minutes Acceptance: Minutes of Sep 20, 2022 5:15 PM (CONSIDERATION OF MINUTES)

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	
Tucker Greene	District 1 Commissioner	Present	
Bobby Mayfield	District 2 Commissioner	Present	
Rhett Stringer	District 3 Commissioner	Present	5:18 PM
Jeffrey Moran	District 4 Commissioner	Present	

Public Comment on Character Area Map Amendment (CAM)

1. 2022 - 38 - Resolution to Amend the Character Area Map *(Planning Director Bruce Georgia)*

Resolution to Amend the Character Area Map (Regular Meeting). United Family Homes, LLC. has submitted a Character Area Map Amendment request for Map/Parcel 083-100, Dahlonega, GA 30533.

Deputy Planning Director Jenna Ritter gave a brief summary of the CAM amendment request, and Chairman Dockery read aloud the rules and standards of the hearing.

Kennan Manley was present to represent his clients, the owners of the parcel in question. Mr. Manley explained how the planned development will benefit Lumpkin County, and how a multifamily complex will be better than multiple single homes. A subdivision would require tearing down more trees and installing numerous septic tanks. Keeping the trees will preserve most of the hardwood and pine forest, and it will help screen the development from Highway 400. Mr. Manley said they still have to continue the process with the Planning Department but the schematics are not set in stone. They will do their best to fit the classical and traditional architecture look of Lumpkin County, Mr. Manley said.

Commissioner Mayfield said we have to have places for workers and young professionals to live, and that is part of the reason we implemented these regulations.

Adjournment

The meeting was adjourned at 5:34 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

____
Melissa Witcher
County Clerk, Lumpkin County

LUMPKIN COUNTY
Board of Commissioners
Work Session II Minutes
Commissioners Boardroom

September 20, 2022
5:30 P.M.

CALL TO ORDER

The meeting was called to order at 5:37 PM by Chairman Chris Dockery

Attendee Name	Title	Status	Arrived
Chris Dockery	Chairman	Present	
Tucker Greene	District 1 Commissioner	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 2022 Joint Proclamation

Community Helping Place Ornament for 2022 Joint Proclamation

2. Joint Proclamation City of Dahlonega & Lumpkin County – Chamber of Commerce Outgoing Board Chairman

Joint Proclamation City of Dahlonega & Lumpkin County – Chamber of Commerce Outgoing 2022 Board Chairman Mark Spraker

CONSIDERATION OF MINUTES

3. Board of Commissioners - Joint Special Called Meeting - Aug 1, 2022 4:30 PM
4. Board of Commissioners - Work Session - Aug 2, 2022 4:00 PM
5. Board of Commissioners - Public Hearing - Aug 9, 2022 5:30 PM
6. Board of Commissioners - Public Hearing - Aug 9, 2022 6:00 PM
7. Board of Commissioners - Public Hearing - Aug 11, 2022 9:00 AM
8. Board of Commissioners - Public Hearing - Aug 16, 2022 5:00 PM
9. Board of Commissioners - Work Session II - Aug 16, 2022 5:30 PM
10. Board of Commissioners - Regular Meeting - Aug 16, 2022 6:00 PM
11. Board of Commissioners - Public Hearing - Aug 23, 2022 4:00 PM
12. Board of Commissioners - Special Called Meeting - Aug 23, 2022 4:30 PM

RESOLUTIONS

13. 2022 - 38 - Resolution to Amend the Character Area Map *(Planning Director Bruce Georgia)*

Resolution to Amend the Character Area Map (Regular Meeting). United Family Homes, LLC. has submitted a Character Area Map Amendment request for Map/Parcel 083-100, Dahlonega, GA 30533.

14. 2022 - 43 - Resolution Authorizing Among Other Things the Execution of an IGA & Bond Purchase Agreement *(Finance Director Abby Branan)*

A RESOLUTION OF THE LUMPKIN COUNTY BOARD OF COMMISSIONERS AUTHORIZING, AMONG OTHER THINGS, THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT AND A BOND PURCHASE AGREEMENT RELATING TO THE ISSUANCE OF THE LUMPKIN COUNTY PUBLIC BUILDING AUTHORITY REVENUE BONDS, SERIES 2022.

15. 2022 - 44 - Appoint Member to Veterans Affairs Committee - Trent Miller to Seat 9, unexpired term end 04/14/2023

Appoint Member to Veterans Affairs Committee - Trent Miller to Seat 9, unexpired term ending 04/14/2023

16. 2022 - 45 - Resolution Authorizing Execution of IGA for Use & Distribution of Proceeds Generated by 2023 TSPLOST

Resolution Authorizing Execution of IGA for Use & Distribution of Proceeds Generated by 2023 TSPLOST

17. 2022 - 46 - TSPLOST Resolution to Call for Election

TSPLOST Resolution to Call for Election. A Resolution calling for an election to impose a County Transportation Special Purpose Local Option Sales Tax with the concurrence of the City of Dahlonega.

18. 2022 - 47 - Resolution to Amend the FY2022 Budget *(Finance Director Abby Branan)*

Resolution to Amend the FY2022 Budget. Consideration of an FY2022 Budget Amendment.

19. 2022 - 48 - Resolution to Amend the FY2023 Budget *(Finance Director Abby Branan)*

Resolution to Amend the FY2023 Budget. Consideration of an FY2023 Budget Amendment.

CONTRACTS/AGREEMENTS

20. 2022-056 - Animal Shelter Professional Vet Services *(Animal Shelter Manager Wayne Marshall)*

Animal Shelter Professional Vet Services. Request to consider the Animal Shelter Professional Veterinarian Services contract renewal.

21. 2022-057 - Payroc Merchant Processing Agreement – IWORQ Permitting Software Online Payment System *(Planning Director Bruce Georgia)*

Payroc Merchant Processing Agreement – IWORQ Permitting Software Online Payment System. Payroc provides the credit card processing service for IWorQ permitting software.

22. 2022-058 - Amendment to the Financial Assistance Award Form CD-451 for Award 13-08-I2210 *(Development Authority Director Rebecca Mincey)*

Amendment to the Financial Assistance Award Form CD-451 for Award 13-08-I2210. National Telecommunications & Information Administration (NTIA) Broadband Infrastructure Program Amendment Acceptance.

23. 2022-059 - DebtBook Contract *(Finance Director Abby Branan)*

DebtBook Contract. Consideration of DebtBook Contract.

24. 2022-061 - Contract Award Pinetree Way/Memorial Drive Improvements *(Public Works Director Larry Reiter)*

Contract Award Pinetree Way/Memorial Drive Improvements. Approve contract for the improvements to Pinetree Way and the intersection of Pinetree Way/Memorial Dr/Morrison Moore Pkwy to Colditz Trucking Inc.

Chairman Dockery said 22/100ths of an acre is owned by the Cottrells and they are unwilling to donate that property, but he recommends we move forward.

25. 2022-062 - Transfer Station & Recycling Program Contract *(Public Works Director Larry Reiter)*

Transfer Station & Recycling Program Contract. Approve contract for the operating of Lumpkin County's transfer station and recycling program.

Commissioner Stringer stated he feels at this point we should consider leaving the contract as-is until the end of the current contract period. If the recycling still isn't being used correctly by then, we could start charging for it. Commissioner Mayfield agreed that was a good idea.

Chairman Dockery said it would be it would be difficult to have someone to stand at the bins and check to make sure every person is recycling correctly. You would have to pay someone to watch them, which would add even more cost to the recycling program. It wouldn't be viable to have someone volunteer to do it either, because there would be no accountability.

26. 2022-063 - LC Wimpy Airport Crack Sealing & Runway Remarking - Wall Contract *(Public Works Director Larry Reiter)*

LC Wimpy Airport Crack Sealing & Runway Remarking - Wall Contract. Approve contract with Wall Asphalt Services Inc. to complete crack sealing and remarking of Lumpkin County-Wimpys airport.

Larry Reiter, Public Works Director, said the Airport Authority has recommended approving the contract with Wall Asphalt.

27. 2022-064 - GDOT Crack Sealing and Runway Remarking Supplemental Agreement *(Public Works Director Larry Reiter)*

GDOT Crack Sealing and Runway Remarking Supplemental Agreement. Approve supplemental agreement with GDOT for funding for the crack sealing and remarking of Lumpkin County-Wimpys airport.

OTHER ITEMS

28. Proposed LMIG FY2023 Road Resurfacing List *(Public Works Director Larry Reiter)*

Proposed LMIG FY2023 Road Resurfacing List. Presentation of the proposed list of roads to be resurfaced in the 2023 paving season.

Mr. Reiter informed the Commissioners he had to update the road scoring list in the packet yesterday because it contained old information.

29. Request use of SPLOST or ARPA Funds for LCWSA System Improvements *(Water & Sewerage Authority Director Sean Phipps)*

Request use of SPLOST or ARPA Funds for LCWSA System Improvements. LCWSA request for use of SPLOST or ARPA funds to complete water and sewer system improvements. Additional funds are needed to meet budget shortfall based on bids received for construction.

30. LCWSA – Request for recommitment of County to Provide ARPA Matching Funds for WWTP *(Water & Sewerage Authority Director Sean Phipps)*

LCWSA – Request for recommitment of County to Provide ARPA Matching Funds for WWTP. LCWSA is requesting a recommitment by the Board of Commissioners to provide $3,000,000 in local matching funds from the Lumpkin County's Local Fiscal Recovery Funds in support of LCWSA's application for State Fiscal Recovery Funds (ARPA) to construct a WWTP.

31. Enotah Judicial Circuit Superior Court Reporter Independent Contractor Agreement *(Finance Director Abby Branan)*

Enotah Judicial Circuit Superior Court Reporter Independent Contractor Agreement. Consideration of an Independent Contract Agreement for the Enotah Judicial Circuit Superior Court.

32. Enotah Judicial Circuit Budget Increase *(Finance Director Abby Branan)*

Enotah Judicial Circuit Budget Increase. Consideration of a budget increase for the Enotah Judicial Circuit.

COUNTY MANAGER

Mr. Ours was out of town for the ICMA meeting.

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

The meeting was adjourned at 5:49 PM.

Date	Chris Dockery, Chairman Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Minutes
Commissioners Boardroom

September 20, 2022
6:00 P.M.

Minutes Acceptance: Minutes of Sep 20, 2022 6:00 PM (CONSIDERATION OF MINUTES)

CALL TO ORDER

The meeting was called to order at 6:01 PM by Chairman Chris Dockery

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

INVOCATION

CONSIDERATION OF AGENDA

Motion: *A motion was made by Commissioner Greene to approve the agenda and move items 31 and 32 in front of item 18. The motion was seconded by Jeff Moran. The motion was approved and carried.*

PUBLIC COMMENTS (Agenda Specific)

There were no comments.

PROCLAMATIONS

1. Community Helping Place Ornament for 2022 Joint Proclamation

Community Helping Place Ornament for 2022 Joint Proclamation

Motion: *A motion was made by District 3 Commissioner Stringer to approve the proclamation. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

2. Joint Proclamation City of Dahlonega & Lumpkin County – Chamber of Commerce Outgoing Board Chairman

Joint Proclamation City of Dahlonega & Lumpkin County – Chamber of Commerce Outgoing 2022 Board Chairman Mark Spraker

Motion: *A motion was made by District 3 Commissioner Stringer to approve the proclamation. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

CONSIDERATION OF MINUTES

Motion: *A motion was made by District 4 Commissioner Moran to approve the minutes by acclamation. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.*

3. Board of Commissioners - Joint Special Called Meeting - Aug 1, 2022 4:30 PM
4. Board of Commissioners - Work Session - Aug 2, 2022 4:00 PM
5. Board of Commissioners - Public Hearing - Aug 9, 2022 5:30 PM
6. Board of Commissioners - Public Hearing - Aug 9, 2022 6:00 PM
7. Board of Commissioners - Public Hearing - Aug 11, 2022 9:00 AM
8. Board of Commissioners - Public Hearing - Aug 16, 2022 5:00 PM
9. Board of Commissioners - Work Session II - Aug 16, 2022 5:30 PM
10. Board of Commissioners - Regular Meeting - Aug 16, 2022 6:00 PM
11. Board of Commissioners - Public Hearing - Aug 23, 2022 4:00 PM
12. Board of Commissioners - Special Called Meeting - Aug 23, 2022 4:30 PM

RESOLUTIONS

13. 2022 - 38 - Resolution to Amend the Character Area Map *(Planning Director Bruce Georgia)*

Resolution to Amend the Character Area Map (Regular Meeting). United Family Homes, LLC. has submitted a Character Area Map Amendment request for Map/Parcel 083-100, Dahlonega, GA 30533.

Motion: *A motion was made by Commissioner Moran to approve the amendment to the character area designation of Parcel 083 100 from Residential Growth to Gateway Corridor Overlay District with the following condition: the use of the parcel is limited to multi-family development comprised of a maximum of 288 dwelling units and related amenities as proposed. Also, if site development of the multi-family use has not commenced within 12 months from the date of this resolution, the Character Area Map designation for Parcel 083 100 shall revert to Residential Growth without further action of the Lumpkin County Board of Commissioners. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.*

14. 2022 - 43 - Resolution Authorizing Among Other Things the Execution of an IGA & Bond Purchase Agreement *(Finance Director Abby Branan)*

A RESOLUTION OF THE LUMPKIN COUNTY BOARD OF COMMISSIONERS AUTHORIZING, AMONG OTHER THINGS, THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT AND A BOND PURCHASE AGREEMENT RELATING TO THE ISSUANCE OF THE LUMPKIN COUNTY PUBLIC BUILDING AUTHORITY REVENUE BONDS, SERIES 2022.

Motion: *A motion was made by District 3 Commissioner Stringer to approve Resolution Authorizing Among Other Things the Execution of an IGA & Bond Purchase Agreement. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

15. 2022 - 44 - Appoint Member to Veterans Affairs Committee - Trent Miller to Seat 9, unexpired term end 04/14/2023

Appoint Member to Veterans Affairs Committee - Trent Miller to Seat 9, unexpired term ending 04/14/2023

Motion: *A motion was made by Chairman Dockery to nominate Trent Miller to Seat 9 with an unexpired term ending 4/14/2023. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

16. 2022 - 45 - Resolution Authorizing Execution of IGA for Use & Distribution of Proceeds Generated by 2023 TSPLOST

Resolution Authorizing Execution of IGA for Use & Distribution of Proceeds Generated by 2023 TSPLOST

Motion: *A motion was made by District 3 Commissioner Stringer to approve Resolution Authorizing Execution of IGA for Use & Distribution of Proceeds Generated by 2023 TSPLOST. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

17. 2022 - 46 - TSPLOST Resolution to Call for Election

TSPLOST Resolution to Call for Election. A Resolution calling for an election to impose a County Transportation Special Purpose Local Option Sales Tax with the concurrence of the City of Dahlonega.

Motion: *A motion was made by District 4 Commissioner Moran to approve TSPLOST Resolution to Call for Election. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.*

18. 2022 - 47 - Resolution to Amend the FY2022 Budget *(Finance Director Abby Branan)*

Resolution to Amend the FY2022 Budget. Consideration of an FY2022 Budget Amendment.

Motion: *A motion was made by District 1 Commissioner Greene to approve Resolution to Amend the FY2022 Budget. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

19. 2022 - 48 - Resolution to Amend the FY2023 Budget *(Finance Director Abby Branan)*

Resolution to Amend the FY2023 Budget. Consideration of an FY2023 Budget Amendment.

Motion: *A motion was made by District 4 Commissioner Moran to approve Resolution to Amend the FY2023 Budget. The motion was seconded by District 1 Commissioner Greene. 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

20. 2022-056 - Animal Shelter Professional Vet Services *(Animal Shelter Manager Wayne Marshall)*

Animal Shelter Professional Vet Services. Request to consider the Animal Shelter Professional Veterinarian Services contract renewal.

Motion: *A motion was made by District 3 Commissioner Stringer to approve Animal Shelter Professional Vet Services. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

21. 2022-057 - Payroc Merchant Processing Agreement – IWORQ Permitting Software Online Payment System *(Planning Director Bruce Georgia)*

Payroc Merchant Processing Agreement – IWORQ Permitting Software Online Payment System. Payroc provides the credit card processing service for IWorQ permitting software.

Motion: *A motion was made by District 3 Commissioner Stringer to approve Payroc Merchant Processing Agreement – IWORQ Permitting Software Online Payment System. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

22. 2022-058 - Amendment to the Financial Assistance Award Form CD-451 for Award 13-08-I2210 *(Development Authority Director Rebecca Mincey)*

Amendment to the Financial Assistance Award Form CD-451 for Award 13-08-I2210. National Telecommunications & Information Administration (NTIA) Broadband Infrastructure Program Amendment Acceptance.

Motion: *A motion was made by District 2 Commissioner Mayfield to approve course of action "A", which is to allow staff to move forward with the NTIA portion of the broadband infrastructure project. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

23. 2022-059 - DebtBook Contract *(Finance Director Abby Branan)*

DebtBook Contract. Consideration of DebtBook Contract.

Motion: *A motion was made by District 1 Commissioner Greene to approve DebtBook Contract. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.*

24. 2022-061 - Contract Award Pinetree Way/Memorial Drive Improvements *(Public Works Director Larry Reiter)*

Contract Award Pinetree Way/Memorial Drive Improvements. Approve contract for the improvements to Pinetree Way and the intersection of Pinetree Way/Memorial Dr/Morrison Moore Pkwy to Colditz Trucking Inc.

Motion: *A motion was made by District 2 Commissioner Mayfield to approve Contract Award Pinetree Way/Memorial Drive Improvements. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

25. 2022-062 - Transfer Station & Recycling Program Contract *(Public Works Director Larry Reiter)*

Transfer Station & Recycling Program Contract. Approve contract for the operating of Lumpkin County's transfer station and recycling program.

Motion: *A motion was made by District 3 Commissioner Stringer to approve course of action 1, which is to continue operations at the same level, and we can work with Mark Robinson to implement signage. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.*

26. 2022-063 - LC Wimpy Airport Crack Sealing & Runway Remarking - Wall Contract *(Public Works Director Larry Reiter)*

LC Wimpy Airport Crack Sealing & Runway Remarking - Wall Contract. Approve contract with Wall Asphalt Services Inc. to complete crack sealing and remarking of Lumpkin County-Wimpys airport.

Motion: *A motion was made by District 4 Commissioner Moran to approve LC Wimpy Airport Crack Sealing & Runway Remarking - Wall Contract. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.*

27. 2022-064 - GDOT Crack Sealing and Runway Remarking Supplemental Agreement *(Public Works Director Larry Reiter)*

GDOT Crack Sealing and Runway Remarking Supplemental Agreement. Approve supplemental agreement with GDOT for funding for the crack sealing and remarking of Lumpkin County-Wimpys airport.

Motion: *A motion was made by District 1 Commissioner Greene to approve GDOT Crack Sealing and Runway Remarking Supplemental Agreement. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.*

OTHER ITEMS

28. Proposed LMIG FY2023 Road Resurfacing List *(Public Works Director Larry Reiter)*

Proposed LMIG FY2023 Road Resurfacing List. Presentation of the proposed list of roads to be resurfaced in the 2023 paving season.

Motion: *A motion was made by District 4 Commissioner Moran to approve Proposed LMIG FY2023 Road Resurfacing List. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.*

29. Request use of SPLOST or ARPA Funds for LCWSA System Improvements *(Water & Sewerage Authority Director Sean Phipps)*

Request use of SPLOST or ARPA Funds for LCWSA System Improvements. LCWSA request for use of SPLOST or ARPA funds to complete water and sewer system improvements. Additional funds are needed to meet budget shortfall based on bids received for construction.

Motion: *A motion was made by District 3 Commissioner Stringer to approve Request use of SPLOST or ARPA Funds for LCWSA System Improvements. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

Commissioner Stringer clarified his intent was to use SPLOST funding.

Motion: *A motion was made by District 3 Commissioner Stringer to amend his motion to use 2020 SPLOST funding for the water and sewer improvement project. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

30. LCWSA – Request for recommitment of County to Provide ARPA Matching Funds for WWTP *(Water & Sewerage Authority Director Sean Phipps)*

LCWSA – Request for recommitment of County to Provide ARPA Matching Funds for WWTP. LCWSA is requesting a recommitment by the Board of Commissioners to provide $3,000,000 in local matching funds from the Lumpkin County's Local Fiscal Recovery Funds in support of LCWSA's application for State Fiscal Recovery Funds (ARPA) to construct a WWTP.

Motion: *A motion was made by District 1 Commissioner Greene to approve LCWSA – Request for recommitment of County to Provide ARPA Matching Funds for WWTP. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

31. Enotah Judicial Circuit Superior Court Reporter Independent Contractor Agreement *(Finance Director Abby Branan)*

Enotah Judicial Circuit Superior Court Reporter Independent Contractor Agreement. Consideration of an Independent Contract Agreement for the Enotah Judicial Circuit Superior Court.

Motion: *A motion was made by District 1 Commissioner Greene to approve Enotah Judicial Circuit Superior Court Reporter Independent Contractor Agreement. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

32. Enotah Judicial Circuit Budget Increase *(Finance Director Abby Branan)*

Enotah Judicial Circuit Budget Increase. Consideration of a budget increase for the Enotah Judicial Circuit.

Motion: *A motion was made by District 4 Commissioner Moran to approve Enotah Judicial Circuit Budget Increase. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

COUNTY MANAGER

The County Manager was absent.

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENTS

Stephanie Kaufman stated she was here to discuss ongoing issues with Iron Mountain Park and the amount of noise she is experiencing every weekend. She handed out copies of a letter that was a follow up to Commissioner Mayfield and the Sheriff. We have done everything we can possibly do to try and end this problem of constant noise. Oftentimes the noise goes until 2 or 3 in the morning. Just this past weekend, Ms. Kaufman said she was woken up because the ATVs were out there and she had to call 911. Sheriff Jarrard went out there and discovered the gate was locked, and the Iron Mountain emergency number went to voicemail.

Ms. Kaufman said she knows the Commissioners passed an ordinance about amplified noise, such as the noise from wedding venues. She said she would rather hear music than what she is having to endure every weekend. One of her neighbors owns 30 acres and goes away every weekend. We lived here before Iron Mountain came, and yet we have no control over what happens at Iron Mountain. Ms. Kaufman said they are asking for there to be a consequence when something like this occurs, just as there are consequences for when an event venue is too loud. Otherwise, the regulations are just a paper tiger. There were conditions set by the BOC when this was approved, but many of the conditions are not being followed, she claimed. Ms. Kaufman said she was informed by Mr. Georgia that Craig Stansberry was going to hire two security guards to patrol at night, but she cannot believe anyone is patrolling. She said something needs to be done because she and her neighbors are at wit's end.

Ms. Kaufman said one of the Iron Mountain trails ends at their private road, Little Bear Trail, and she showed a picture of the gate that is supposedly erected at the buffer. She said they have pictures and videos of people using the logging roads, which they are not supposed to be doing. Chairman Dockery read aloud the letter provided by Ms. Kaufman. Much of the letter dealt with an incident involving a belligerent ATV driver who was going down Little Bear Trail, which is a private road. The driver was confronted by Ms. Kaufman and another neighbor and informed he was on a private road, but he grew belligerent. Chairman Dockery said this would be an incident of criminal trespass and would be something the Sheriff would handle.

Ms. Kaufman said the purpose of including that incident in the letter was to highlight the animus they are having to deal with. ATV drivers frequently stop at the end of the trail that leads onto Little Bear Trail until they figure out they have to turn around, she claimed. Chairman Dockery said he is going to present this issue to the County Manager and he promises someone from staff will get back with Ms. Kaufman after they evaluate the situation. Ms. Kaufman asked the BOC to consider a noise ordinance that would cause consequences for Iron Mountain when ATVs are out riding around at 3 AM.

Bob Scott, a neighbor of Ms. Kaufman, said he was the neighbor described in the incident with the belligerent ATV driver. He agrees it is not the purview of the BOC to deal with that particular incident. Mr. Scott said they had a meeting with the Sheriff, the Assistant District Attorney, and Commissioner Mayfield. We discussed that if Iron Mountain was not meeting the SLUA requirements, they can be cited for not meeting the conditions. Mr. Scott said it is not just their group that is complaining; there are neighbors all around Iron Mountain that are upset. Mr. Scott expressed doubts that Iron Mountain Park is really bringing in that much economic benefit to the County, and he suggested creating a noise ordinance. Someone would have to monitor and measure the noise somehow. He said he is the furthest away and even he has been woken up at 2 AM on a Friday night by 100 decibel noise levels.

Laura Hendrix reiterated what Ms. Kaufman said in her statements. She is the closest to Iron Mountain, and after receiving a cease-and-desist letter from IMP, she stopped complaining about the noise out of fear. She has not done anything since their meeting with Dr. Mayfield. Ms. Hendrix said she can see vehicles from her backyard and noise levels go up to 120 DB. She said she is scared to death of what Mr. Stansberry is capable of doing to her as far as suing, because she is just a retired teacher. She does not want to sell her property.

Chairman Dockery reiterated that someone will be getting back in touch with Ms. Kaufman after investigating the situation.

ADJOURNMENT

Motion: *A motion was made by Commissioner Stringer to adjourn the meeting. The motion was seconded by Commissioner Moran. The motion was approved and carried.*

The meeting ended at 6:37 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Lumpkin County, Georgia

County Manager Department

Date: October 18, 2022

Agenda Item: Appointment of Associate Probate Judge

Item Description: Appointment of Associate Probate Judge. To obtain board approval for the appointment of an Associate Probate Judge, as required by OCGA 15-9-2.1.

Facts & Historical Information: Georgia Law allows the Probate Judge to appoint Associate Judges, subject to the approval of the governing authority of the county. The appointment of an Associate Judge is to ensure that the citizens of the county are provided the services of the Probate Court in a timely fashion, especially in the event of an emergency and in light of the current pandemic.

Potential Courses Of Action:

1. Board approval of an Associate Probate Judge

Contract Terms: Georgia law provides that the Associate Judge serves at the pleasure of the Probate Judge and the term cannot extend beyond the term of the appointing Judge.

Budget Impact: **NONE**

99 Courthouse Hill – Dahlonega, GA 30533 – (706)-864-3742
https://www.lumpkincounty.gov/

LUMPKIN COUNTY RESOLUTION NO. 2022-49

A RESOLUTION TO APPROVE THE APPOINTMENT OF AN ASSOCIATE PROBATE JUDGE

Whereas, OCGA Section 15-9-2.1 (a)(1) provides that the judge of the probate court may appoint one or more individuals to serve as associate judges of the probate court in probate matters on a full-time or part-time basis subject to the approval of the governing authority of the county. Such associate judges of the probate court shall serve at the pleasure of the judge of the probate court; and

Whereas, the Lumpkin County Probate Judge has notified the County of his desire to appoint the Lumpkin County Probate Court Clerk, Shelley Wilson, as an associate probate court judge; and

Whereas, the Lumpkin County Probate Judge has indicated there will be no budget impact as a result of this appointment;

Now therefore, it is hereby resolved that the Probate Judge's request to appoint the Lumpkin County Probate Court Clerk, Shelley Wilson, as an associate probate court judge is approved.

Resolved, adopted and effective this 18th day of October, 2022.

____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

____
Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Board of Commissioners Department

Date: October 18, 2022

Agenda Item: Resolution Setting Forth LC Position to the LOST Certificate of Distribution Dated July 19, 2022

Item Description: Resolution Setting Forth Lumpkin County's Position with Regard to the LOST Certificate of Distribution Dated July 19, 2022.

99 Courthouse Hill – Dahlonega, GA 30533 – (706)-864-3742
https://www.lumpkincounty.gov/

LUMPKIN COUNTY RESOLUTION NO. 2022-50

A RESOLUTION SETTING FORTH LUMPKIN COUNTY'S POSITION WITH REGARD TO THE LOST CERTIFICATE OF DISTRIBUTION DATED JULY 19, 2022

Whereas, by letter dated June 17, 2022, Lumpkin County extended a one-time offer to the City of Dahlonega to continue the existing Local Option Sales Tax ('LOST') distribution of 25% to the City and 75% to the County, with a response deadline of June 24, 2022; and

Whereas, the County placed the distribution agreement on the agenda for its regularly scheduled July 19, 2022 meeting for action upon information and belief the City was in agreement to continue the existing distribution; and

Whereas, the County approved the distribution of 25% to the City and 75% to the County at its July 19, 2022 regularly scheduled meeting, and the County Clerk transmitted the Joint Agreement and Certificate of Distribution to the City Clerk for the City to take action at its regularly scheduled August 1, 2022 meeting; and

Whereas, instead of approving the Joint Agreement to continue the existing distribution at the City's August 1, 2022 meeting, the City Council rejected the County's one-time offer and voted to enter mediation; and

Whereas, upon notification from the Mayor of the City's decision to enter mediation, a mediator was selected and both the City and the County called a joint meeting for Monday, October 3, 2022 for the purpose of LOST mediation; and

Whereas, on Friday, September 30, 2022, the County received notification from the mediator that the City had postponed the mediation due to a death in a City staff member's family; and

Whereas, on Monday, October 3, 2022, with no prior notice to the County, the City held a special called meeting and approved the existing distribution of 25% to the City and 75% to the County; and

Whereas, after receiving notification from the Mayor of the City's action, Chairman Dockery informed Mayor Taylor there was no agreement as the County's one-time offer was no longer open for acceptance after the City rejected the offer and voted to enter mediation; and

Whereas, with no prior notice to the County, the City transmitted a Certificate of Distribution to the Georgia Department of Revenue with a distribution of 25% to the City and 75% to the County; and

Whereas, the County has notified the Georgia Department of Revenue that it is not in agreement with the Certificate of Distribution filed by the City as it was based on a one-time offer that was no longer open for acceptance upon the City's rejection of the offer and vote to enter mediation; and

Whereas, the County desires to place its position with regard to the Local Option Sales Tax ('LOST') Certificate of Distribution on the record;

Now therefore, it is hereby resolved as follows:

It is the County's position that the County's June 17, 2022, one-time offer of a LOST distribution of 25% to the City and 75% to the County was terminated and no longer open for acceptance as of August 1, 2022, when the City rejected the County's offer and voted to enter into mediation; and

It is the County's position that the Certificate of Distribution dated July 19, 2022, filed by the City of Dahlonega by email on October 5, 2022, at 6:11 pm from Mary Csukas, City Clerk, is invalid or not legally enforceable.

Resolved, adopted and effective this 18th day of October, 2022.

____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

____
Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Emergency Services Department

Date: October 18, 2022

Agenda Item: Housing & Rental Agreement – Blackburn Fire Station #8

Item Description: Housing & Rental Agreement – Blackburn Fire Station #8. Approval of new tenant and rental agreement for Station #8 House.

Facts & Historical Information: The County entered into a 50-year lease agreement with the State of Georgia for some land and buildings, including a house, adjacent to what was formerly Blackburn State Park. Part of the agreement with the state is that the county maintains the buildings on the property to at least the condition they were in when we received them. One of the buildings is being used as Fire Station #8. Another building is the care taker house that is adjacent to the Fire station.

Since this agreement went into effect in 2014, the BOC approved for Lumpkin County Emergency Services to let one of their Firefighters live in the house and oversee the property, which also includes helping staff and maintain the Fire Station (see agreement for details).

The current Tenant has moved out, due to purchasing their own home and not working for LCES anymore.

Potential Courses Of Action: 1. Renew the agreement with a new Firefighter within the Department with the current rental agreement specifics.

2. Not renew a lease and let the house stand vacant.

Budget Impact: There will be some cost to the county for maintaining the house and other buildings to the condition in which they were received, especially as the buildings continue to age over the next 50 years. The following budget impact possibilities should also be considered:

1. Allowing the house to stand empty may have a negative impact on the budget because of increased maintenance costs and the risk of theft or vandalism of the structure or equipment contained inside.
2. Use of the house as a primary residence for a fire fighter will incur some budgetary expenses for maintenance, but those costs will likely occur anyway; however, a staff member living in the structure would be expected to assist with maintenance and hold high standards of care for the building. Having a stable employee living in the house should allow staff to better determine annual budget costs for repairs.

Staff Recommendation: **Course of action #1, Renew the agreement with a new Firefighter within the**

Department with the current rental agreement specifics.

Attachments:
Employee Housing Agreement - Station 8 revised 8-18-22

RENTAL AGREEMENT
(FOR HOUSING AS A CONDITION OF EMPLOYMENT)

THIS RENTAL AGREEMENT, hereinafter referred to as "Lumpkin County Emergency Services Employee Housing Agreement", is made effective as of the 1st day of______________, by and between Lumpkin County, hereinafter referred to as 'Landlord', whose address is 99 Courthouse Hill, Dahlonega, Georgia 30533, and ___________________________, an employee of the Landlord, hereinafter referred to as 'Tenant', whose address for purposes of the Agreement is 167 Shop Road, Dawsonville, Georgia 30534.

WITNESSETH THAT:

WHEREAS, Tenant is required by the Landlord to occupy the hereinafter described Premises as a condition of employment;

WHEREAS, Tenant understands and acknowledges the requirement of occupancy of the Premises as a condition of employment, and further agrees to abide by this Agreement as a condition of employment; and

WHEREAS, Tenant recognizes and acknowledges that the provision of the Premises under this Agreement is not an additional benefit to the Tenant or an entitlement arising out Tenant's employment.

NOW, THEREFORE, for and in consideration of the terms, conditions and provisions hereinafter set forth, Landlord and Tenant agree as follows:

1.
PREMISES RENTED

Landlord hereby rents unto Tenant, and Tenant hereby takes and rents from Landlord, the real property and residential structure and carport located at 167 Shop Road, Dawsonville, Georgia 30534, hereinafter referred to as the 'Premises).

2.
TERM

The term of this Agreement will begin on, ________________, and will end at midnight on the 31st day of December, ______, unless sooner terminated as provided herein. The parties agree that this Agreement will be automatically renewed for successive one-year terms running from January 1 to December 31, unless terminated as provided herein or unless Landlord provides at least thirty (30) days prior notice of non-renewal to Tenant.

3.
RENTAL

For and as rental for the Premises, Tenant covenants and agrees to work and to be available to work those hours deemed necessary by Landlord to provide adequate security and maintenance at the assigned County facility and to keep and perform each and every term, condition and provision of this Agreement required to be kept and performed by Tenant, each of which constitute rental for the Premises. Tenant shall pay to Landlord promptly all charges as provided by this Agreement as the same become due and payable, without offset, deduction or demand. Tenant shall also pay to the Landlord all expenses which Landlord may suffer as a result of any default of Tenant or failure on the part of Tenant to comply with the terms, conditions and provisions of this Agreement.

4.
TERMINATION

This Agreement will be terminated automatically, without the necessity of any notice or instrument executed by Landlord, under either of the following circumstances: 1) Upon the effective date of any dismissal, resignation, retirement, or other termination of Tenant's employment with Landlord; or 2) Upon the changing by Landlord of the duties of Tenant such that Tenant is no longer required by Landlord to occupy the Premises as a condition of employment.

5.
IMPROVEMENT TO PREMISES

Tenant shall not modify, change or improve the Premises in any way without the prior written consent of the Landlord. All modifications, changes or improvements to the Premises so performed by Tenant shall be at Tenant's expense and in strict accordance with plans, specifications and directions submitted to and approved by Landlord. Upon the expiration or termination of this Agreement, all improvements or additions placed or erected upon the Premises by Tenant, whether or not affixed or attached to the Premises, shall vest in and become the property of the Landlord, without further notice or instrument executed; provided, however, Tenant may remove all of Tenant's personal property from the Premises on or before the expiration or termination of this Agreement. Tenant shall repair all damage to the Premises resulting from the removal of Tenant's personal property. Tenant agrees that all of Tenant's personal property upon the Premises is located thereon at Tenant's risk, and the Landlord shall not be liable for any damage thereto or loss thereof.

6.
REPAIRS

Landlord will make any necessary repairs to the Premises and will supply maintenance for the Premises or any fixtures, appurtenances, buildings, structures or improvements located thereon; provided, however, that the Tenant at his or her own expense shall make repairs necessary as a result of the negligence of the Tenant, any member of the Tenant's household or any of the Tenant's guests. Tenant must give the Landlord immediate notice of any condition of the Premises which the Landlord is obligated to repair.

7.
NO COVENANT OF QUIET ENJOYMENT

The Tenant hereby acknowledges that he or she has fully inspected the Premises and that the Premises are in satisfactory condition for the use intended. Tenant further acknowledges that no representation or warranty as to the title to, condition of, terrain of, or any covenant of quiet employment of the Premises has been made by the Landlord, its agents or employees. The Landlord makes no warranty whatsoever as to the title to, present condition of, terrain of, or any covenant of quiet enjoyment of the Premises.

8.
HOLDING OVER

Tenant shall not use or remain in possession of the Premises after the expiration or termination of this Agreement. Any holding over, or continued use and/or occupancy of the Premises by the Tenant after the expiration or termination of the Agreement without written consent from the Landlord shall not constitute a Tenant-At-Will Interest in Tenant, but Tenant shall become a Tenant-At-Sufferance and shall be required to vacate the Premises immediately without notice.

9.
DESTRUCTION OF OR DAMAGE TO PREMISES

If the Premises are substantially destroyed or rendered substantially untenantable by storm, fire, earthquake or other natural catastrophe, this Agreement shall terminate as of the date of such substantial destruction or the date the Premises are rendered substantially untenantable, with no obligation of the Landlord to rebuild or provide other premises for the Tenant, and the rental and other obligations accrued by or to the parties to this Agreement shall be accounted for between the Landlord and the Tenant as of the date when the Premises were substantially destroyed or became substantially untenantable; provided, however that the Landlord may require Tenant to occupy other premises as a condition of employment. For purposes of this paragraph, "substantially destroyed or rendered substantially untenantable" means at least fifty percent (50%) of the Premises destroyed or rendered untenantable.

10.
UTILITIES

The Tenant is responsible for all utility costs incurred with regard to the Premises. Tenant understands and agrees that the Tenant is responsible for securing electrical, propane or other gas (if necessary), water, telephone services, including required deposits when occupying the Premises. Upon surrender of the Premises, Tenant will be responsible for closing out the same services.

11.
TENANT'S INSURANCE

Tenant hereby acknowledges that the Landlord does not provide liability or property insurance coverage for the benefit of the Tenant, Tenant's family, or any of the Tenant's agents, invitees or licensees. Tenant shall purchase at his or her own expense "renter's" insurance coverage for protection to the Tenant, Tenant's family and the Tenant's agents, invitees or licensees from and against all liabilities, damages, costs, expenses (including attorney's fees and expenses), causes of action, suits, demands, judgments and claims of any nature whatsoever (excluding those based upon the sole negligence of the Landlord) arising from, by reason of, or in connection with: (1) injury or death of persons or damage to property (a) on the Premises or (b) in any manner arising from use, non-use or occupancy of the Premises by Tenant, the Tenant's family, or any of the Tenant's agents, invitees or licensees or (c) resulting from a condition of the Premises, excluding any condition of the Premises for which Landlord specifically is responsible under this Agreement; or (2) violation of any law affecting the Premises or the occupancy or use of the Premises by the Tenant, Tenant's family, or any of the Tenant's agents, invitees or licensees.

12.
NO WAIVER OF RIGHT

No term or provision of this Agreement shall be deemed waived, and no breach excused by the Landlord unless such waiver or consent shall be in writing and signed by Landlord. Any consent or waiver of a breach by the Landlord shall not constitute a consent to, waiver of, or excuse of any other different or subsequent breach.

13.
USE OF PREMISES

Tenant shall use the Premises solely for residential purposes and only for Tenant, Tenant's spouse, and Tenant's minor dependent children. No other person may occupy, use, or stay on the Premises for more than seven (7) consecutive calendar days without the prior written consent of the Landlord. At all times, Tenant shall conform to, obey and comply with all present and future laws and ordinances and all lawful requirements, rules and regulations of the Landlord existing at the commencement of this Agreement or at any time during the continuance of this Agreement, which in any way affect the use of the Premises, or any repair, improvements, renovation, or construction being done on or to the Premises. The Tenant shall not store any substance on the Premises or commit any act which would increase the risk of loss under a standard fire insurance policy. Also, Tenant shall not commit any act which may disturb the enjoyment of any other person which the Landlord may permit to be in or adjacent to the place in which the Premises are located. Without limitation of the foregoing, the Tenant shall not (a) use the Premises for any illegal purpose, or for any purpose inimical to the health, safety and welfare of the public; (b) commit, or allow to be committed, any waste to, in or on the Premises; or (c) create or permit any nuisance in or on the Premises.

14.
EFFECT OF CONDEMNATION

In the event all or any portion of the Premises shall be condemned by public authority under the powers of eminent domain or if settlement for such taking shall be made by the Landlord herein in order to avoid such condemnation, the rights of the Tenant shall terminate immediately and Tenant shall have no claim against the Landlord for damages of any type of kind caused by such condemnation or any interest in any award given pursuant to such condemnation.

15.
EXTERIOR SIGNS

Tenant shall neither, place, paint, or display any signs upon the roof, window, exterior walls, or any other portion of or location within the Premises except with the written consent of the Landlord.

16.
RUBBISH REMOVAL & YARD MAINTENANCE

Tenant shall keep the Premises clean, both inside and outside, at his or her own expense, and shall see that all garbage, trash, excelsior, straw and all other refuse is removed from the Premises. Tenant shall keep the grass cut and yard maintained. Landlord will supply basic yard equipment (lawn mower & weed eater).

17.
FIRE STATION DUTIES

Tenant shall inspect, clean, & exercise all equipment and vehicles on a regular basis in accordance with Lumpkin County Emergency Services weekly duties. Also, Tennant shall keep the Fire Station cleaned and maintained. If any issues are found, Tennant shall report it immediately to the Fire Chief or Designee.

18.
ENTRY FOR INSPECTION

Tenant shall permit the Landlord and its agents and employees to enter into and upon the Premises at all reasonable times for the purpose of inspecting the Premises to see that the Tenant is complying with all of his or her obligations hereunder.

19.

OCCUPANCY OF PREMISES

Tenant shall occupy the Premises continuously throughout the term of this Agreement and shall not desert, surrender, abandon or cease using the Premises during the term of this Agreement.

20.
NO ESTATE

This Agreement shall create the relationship of the Landlord and the tenant and no estate shall pass from the Landlord. The Tenant has, by virtue of this Agreement, only a usufruct as that word is set forth in and used in Chapter 7 of Title 44 of the Official Code of Georgia Annotated.
.

21.
ASSIGNMENT

Tenant shall not assign this Agreement, or any right herein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or permit any other person to occupy or use the Premises, or any portion thereof. Any such assignment or subletting shall be void and shall be grounds for immediate termination of this Agreement by Landlord.

22.
SURRENDER OF PREMISES

Upon the termination or expiration of this Agreement, Tenant shall surrender the Premises to Landlord in the same condition as at the commencement of the term hereof, or if improvements are made, the same condition as at the time the improvements were completed, natural wear and tear excepted. The Tenant shall repair all damage to the Premises resulting from the removal of the Tenant's property.

23.
BINDING EFFECT

Each of the terms, provisions and conditions of this Agreement shall apply, extend to, be binding upon and insure to the benefit or detriment of the parties hereto, to the successors and assigns of the Landlord, and to the extent that the Landlord has consented to an assignment or subletting of this Agreement, or any interest herein, to the successors and assigns of the Tenant. Subject to the foregoing, whenever a reference to the parties hereto is made, such reference shall be deemed to include the successors and assigns of said party, the same as if each case expressed.

24.
NOTICES

All notices, requests or other communications required hereunder shall be in writing and shall be deemed to have been given or made if personally delivered, sent by facsimile or email, or mailed by certified or registered mail, postage prepaid, return receipt requested to the parties at their respective addresses set forth in this Agreement or at such other addresses as specified in writing by the parties. Notices, requests or communications shall be deemed to have been delivered upon personal delivery, receipt of facsimile confirmation, receipt of email, or three (3) days following deposit in the mail. Any notice given by the Landlord relating to termination of the Tenant's employment by dismissal, resignation or retirement shall constitute notice of termination of this Agreement. In addition, any notice the Tenant receives from the Landlord regarding the changing of the duties of the Tenant as an employee of the Landlord such that the Tenant is no longer required by the Landlord to occupy the Premises as a condition of employment shall constitute notice of termination of this Agreement.

25.
NO JOINT VENTURE

Nothing contained in this Agreement shall make, or shall be construed to make, the parties to this Agreement partners of or joint venturers with each other, nor shall render, nor be construed to render either party of this Agreement liable for the debts or obligations of the other.

26.
SEVERABILITY

If any provision, clause or phrase of this Agreement, or any portion thereof, should be ruled void or unenforceable or contrary to public policy by any court of competent jurisdiction, then any remaining portions of such provision, clause or phrase and all other provisions of this Agreement shall survive and be applied and any invalid portion shall be construed or reformed to preserve as much of the original words, term's purpose and intent, as shall be permitted by law.

27.
TIME IS OF THE ESSENCE

All time limits stated herein are of the essence of this Agreement.

28.
PARAGRAPH REFERENCES

The brief, captioned, paragraph-identification references are for the purpose of convenience only and shall be completely disregarded in construing this Agreement.

29.
TERMINATION OF PRIOR AGREEMENT

All prior rental agreements between the parties to this Agreement are hereby terminated.

30.
LAW GOVERNING

This Agreement shall be governed, construed, performed and enforced in accordance with the laws of the State of Georgia. All rights, powers and privileges conferred by this Agreement upon the Landlord and the Tenant shall be cumulative of, but not restricted to, those given by law.

31.
PETS/ANIMALS

No pets or animals shall be allowed on the Premises without the express written consent of Landlord.

32.
INDEMNIFICATION

Tenant shall occupy, use and enjoy the Premises at the sole risk of the Tenant. The Tenant hereby releases, relinquishes, discharges and agrees to indemnify, protect, and save harmless Landlord and the Landlord's officers, members, employees and agents, harmless from and against any and all claims, demands, liabilities, losses, costs, or expenses for any loss, including but not limited to bodily injury (including death), personal injury, property damage, expenses and attorneys' fees caused by, arising out of, or otherwise happening in connection with: (1) injury to or death of persons or damage to property (a) on the Premises or (b) in any manner arising from the use, non-use or occupancy of the Premises by the Tenant or any of the Tenant's family members, agents invitees or licensees or (c) resulting from a condition of the Premises, excluding any condition of the Premises for which Landlord specifically is responsible under this Agreement, if any; (2) violation of any representation, warranty, provision, term or condition of this Agreement by the Tenant; or (3) violation of any law affecting the Premises or the occupancy or use of the Premises by the Tenant.

33.
ENTIRE AGREEMENT

This Agreement constitutes the full, complete agreement between the Landlord and the Tenant with the respect to the subject matter hereof and hereby supersedes any prior written or verbal agreements, understandings or other discussions with respect to same. No modification or amendment of this Agreement shall be binding unless such modifications or amendment shall be in writing and signed by the Landlord and the Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have signed, sealed and delivered these presents on the dates written below.

Lessor:

Lumpkin County Board of Commissioners

____

Chris Dockery, Chairman
Date: ________

Lessee:

____

(Signature of Lessee)
Printed Name: _______________________
Date: ________

Lumpkin County, Georgia

Public Works Department

Date: October 18, 2022

Agenda Item: Unifirst Uniform Corporation Service Agreement - Public Works Department

Item Description: Unifirst Uniform Corporation Service Agreement - Public Works Department. Consideration of Annual Service agreement for the supply and service of work uniforms for the Lumpkin County Public Works Department. This is an annual Service Agreement between LCBOC and Unifirst Uniform Corporation to supply LCBOC Public Works Department, work uniforms and laundry service for a period of 12 months

Facts & Historical Information: LCBOC has historically provided work uniforms for the Public Works Roads and Bridges, and Fleet Maintenance departments. In the past this cost was approximately $350.00 per employee per year. The service agreement with the current supplier has expired. Under the new service agreement with Unifirst Uniforms LCBOC for the next 12 months, cost will be reduced to approximately $246.00 per employee per year.

Potential Courses Of Action:
A: Choose to accept agreement
B: Choose not to accept agreement

Comparison: If Course A is chosen the Road and Fleet Departments will be able to fund employees uniform service for the next 12 months at a contracted reduced price with renewable 12 months agreements afterwards.

If Course B is chosen, LCBOC would continue operations with the current provider at a higher cost with no cost protection for the future.

Budget Impact: This agreement will result in approximately $2200.00 annual savings.

Staff Recommendation: **It is recommended that Course A be chosen.**

Attachments:
20220920075152334

UniFirst

NEW ACCOUNT ☑ EXISTING ACCOUNT ☐

INSTALLATION DATE ____________ MM/DD/YYYY

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) Lumpkin County Road Dept LOC. NO. 261

ADDRESS 1646 Red Oak Flats Rd ROUTE NO.

Dahlonega, GA 30533 DATE 8/2/22

PHONE (706) 482-2495 SIC/NAICS

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED

ITEM DESCRIPTION	LOST/ DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/ NON-STANDARD[1]	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE[2]
0202-SS Standard Shirt		1			0.16			
0107-LS Standard Shirt		1			0.16			
12VH-Carpenter Jean		1			0.25			
1527-Standard Jacket		1			0.44			
1144-Wrangler Jean		1			0.34			
0111-Executive Shirt		1			0.20			
01MT-Polo Shirt		1			0.27			

Minimum weekly charge applies, equal to 75% of the initial weekly install value.

OTHER CHARGES	AMOUNT
Garment preparation per piece	
Name emblem per piece	
Company emblem per piece	
Direct Embroidery: Wearer name per piece	
Company name per piece	

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	20%
Special cuts per piece	25%
Restock/Exchange per piece	
Automatic Wiper Replacement	
Automatic Linen Replacement	
DEFE (See description on reverse side)	$3.50

PAYMENT TERMS: C.O.D. ☐ E.F.T. ☐ Approved Charge[3] ☐

COMMENTS

All up front fees waived. Sourcewell PV 12 month agreement with optional 12 month renewals

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.[4]

The undersigned agrees to the attached Customer Service Agreement Terms and attests to the authority to execute for the named CUSTOMER, and to approve use of any personalization – including logos or brand identities – that has been requested.

SALES REP: ____________ SALES REP (Print Name) DATE

ACCEPTED[5]: ____________ LOCATION MANAGER (Signature) DATE

____________ LOCATION MANAGER (Print Name and Title)

ACCEPTED: ____________ CUSTOMER (Signature) DATE

____________ CUSTOMER (Print Name and Title)

____________ EMAIL

[1] Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.
[2] Merchandise which is Val-U-Leased is not cleaned by UniFirst.
[3] Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.
[4] All returned checks and declined credit/debit cards subject to $35 processing fee.
[5] This Agreement is effective only upon acceptance by UniFirst Location Manager.

PRINT & SIGN (2) COPIES ON LEGAL-SIZE (8½" x 14") PAPER: ☐ **LOCAL UNIFIRST COPY** (SCANNED COPY TO CORPORATE OFFICE) ☐ **CUSTOMER COPY**

Form #1253R - Re

CUSTOMER SERVICE AGREEMENT TERMS

REQUIREMENTS SUPPLIED. Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired, and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

my 12

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for ~~60~~ months after installation of Merchandise (for new customers) or any renewal date. This Agreement will be renewed automatically and continuously for multiple successive ~~60~~-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

my 12

PRICES AND PAYMENTS. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUROOOOSAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property, and other taxes and assessments arising out of this Agreement.

DEFE CHARGE. Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses (past, present, and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation, and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil, and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty, or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries, or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Flame Resistant ("FR") *Merchandise* supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility Merchandise is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

Healthcare/Food-Related Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging* is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process.
(Poly-bag services incur additional charges.)*

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks, or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by Massachusetts law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed), pursuant to the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association, and governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees, and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof; and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement, provided that such assumption shall not relieve Customer of its liabilities hereunder and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special, or punitive damages. In no event shall UniFirst's aggregate liability to Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.

UniFirst U 1st

Customer Account Application

Account Information - Required

Company Name

Street City St Zip +4

Business Telephone Number Email Fax

Name of Principal Social Security No.

Parent Company Name (If different from above) Email Fax

Type of Business (check one) Sole Proprietor ○ Partnership ○ LLC ○ Corporation ○

Federal Employer ID Number

Cortera Pulse Account #

Billing Information - Required

Accounts Payable Contact Name Email

Secondary A/P Contact Name Email

Invoice Delivery Name Email

Monthly Statement of Account Required? Email

Additional Copies To Email

Bank Reference - Optional (Based on credit report result)

Bank Name Account # Contact Name

Phone Number Email Fax

Trade References - Optional (Based on credit report result)

Company Name 1 Phone Email Fax

Company Name 2 Phone Email Fax

Company Name 3 Phone Email Fax

Authorization - Required

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that will be utilized to perform a credit assessment and verification. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein.

Customer Signature Date

Title (Must be Officer or Owner)

Lumpkin County, Georgia

Public Works Department

Date:	October 18, 2022
Agenda Item:	LC Wimpy Airport Consultant Contract Award
Item Description:	LC Wimpy Airport Consultant Contract Award. Award a contract to GMC professional engineering, architectural, and construction inspection/administration services for the Lumpkin County Airport.
Facts & Historical Information:	At the recommendation of GDOT, the Airport Authority agreed to release a request for qualifications (RFQ) for an airport consultant. In July of '22 staff released the RFQ. On August 12th Staff received only one response. On September 8th, staff and members of the Airport Authority interviewed the consultant team. At the September 20th Airport Authority meeting, the Authority voted to recommend to the BOC that the GMC be hired as the airport consultant.
Potential Courses Of Action:	1. Award the contract to GMC 2. Do not award the contract.
Budget Impact:	If awarded, GDOT will reimburse 75% of the costs of the contract. The remaining 25% will be paid from the airport budget.
Staff Recommendation:	**Staff recommendation that the contract be awarded to GMC.**

Attachments:
GMC Airport Master Consulting Agreement.DRAFT v2

MASTER AGREEMENT
PROFESSIONAL AIRPORT CONSULTING ENGINEERING AND PLANNING SERVICES
LUMPKIN COUNTY – WIMPYS AIRPORT

THIS AGREEMENT is entered into this ____ day of ________________, 2022 by and between the Lumpkin County Board of Commissioners, the governing authority of Lumpkin County, Georgia, (hereinafter called the OWNER) and Goodwyn, Mills, and Cawood, LLC (hereinafter called the ENGINEER).

Whereas, the OWNER intends to contract for professional engineering and planning services for the Lumpkin County – Wimpys Airport, located in Lumpkin County, Georgia under an initial Two (2) year General Services Consultant contract (the Project) with an additional Three (3) One (1) Year extensions as granted by written supplemental agreement and extension to this contact.

NOW THEREFORE, the OWNER and the ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by the ENGINEER and the payment for those services by the OWNER, as set forth below.

The ENGINEER will serve as the OWNER's professional engineering representative for the Project to which this Agreement applies, and will give consultation and advice to the OWNER during the performance of their services.

ARTICLE 1: GENERAL
The ENGINEER will perform professional planning, design, construction, survey, and land acquisition services in connection with the Project as hereinafter stated. As used herein, "Services" shall include ENGINEER's services in connection with the Project. The ENGINEER will proceed with the Services applicable for this Project after receiving written authorization from OWNER to proceed.

ARTICLE 2: TASK ORDERS
Task Orders shall be used to describe the parties' mutual Agreement on the scope of services, compensation and other particulars stated therein for projects. Task Orders shall be in the general form shown in attached Exhibit "A". Task Orders are binding only after acceptance and execution by duly authorized representatives of both parties. Each Task Order shall govern the parties' rights and obligations with respect to each assignment, but all within the framework of this Agreement.

ARTICLE 3: SCOPE OF SERVICES
ENGINEER shall provide the Scope of Services of each Task Order. The scope for each task shall be established concurrently with compensation to be included in the Task Order and made a part of this Agreement.

ARTICLE 4: SCHEDULE
ENGINEER shall exercise its reasonable efforts to perform those Services within the time frame set forth in Section B (Schedule) of each Task Order. The schedule for each task shall be established concurrently with scope and compensation to be included in the Task Order and made a part of this Agreement.

ARTICLE 5: COMPENSATION
OWNER will pay ENGINEER based on one of two methods: either
1) a specific Task Order with a set fee and scope negotiated prior to commencement of the work, or
2) on an hourly structure based on the ENGINEER's hourly rate schedule included in Exhibit "B" and amended annually by mutual agreement.

ENGINEER shall periodically invoice OWNER for Services rendered. Invoices for services rendered that are funded through Federal or State programs will be due and payable within 15 days of the OWNER receiving the Federal or State funds; provided however that in the event that such funding does not occur then the OWNER shall pay ENGINEER within 180 days from the date of the Invoice. Invoices for services not funded through Federal or State programs will be payable within 30 days of receipt. OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount. If the OWNER fails to make any payment due to ENGINEER on account of their services and expenses within thirty (30) days of the due date of the ENGINEER's bill therefor, the amounts due the ENGINEER shall bear a late charge of 1% per month on the unpaid balance from said thirtieth day, and in addition the ENGINEER may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement until it has been paid in full all amounts due them on account of their services and expenses.

If this Agreement is terminated upon the completion of the ENGINEER'S Services, progress payments to be made to the ENGINEER on account of services rendered shall constitute total payment for services rendered. If this Agreement is terminated during any phase of the Services when the ENGINEER is being compensated on the basis of a lump sum or a percentage of construction cost, the ENGINEER shall be paid for services rendered on the basis of its reasonable estimate of the portion of such phase completed prior to termination. If this Agreement is terminated during any phase of Services when the ENGINEER is being compensated on the basis of hourly rate, the ENGINEER shall be paid for services rendered to the date of termination. In the event of any termination, the ENGINEER will be paid for any unpaid reimbursable expenses.

If, prior to termination of this Agreement, any work designed or specified by the ENGINEER during any phase of Services is suspended in whole or in part for more than three months or is abandoned, after written notice from the OWNER, the ENGINEER shall be paid for services performed prior to receipt of such notice from the OWNER as provided in Article 15 for termination during any phase of their services.

Reimbursable expenses shall mean the actual expenses of transportation and subsistence of principals, employees and consultants for the services incidental thereto when traveling in connection with the Project; expenses incidental to obtaining bids or proposals from contractors; expenses of furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings and Specifications, and similar Project related items; expense of computer time including an appropriate charge for previously established programs.

ARTICLE 6: AUDIT/ACCESS TO RECORDS

The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance on FAA Airport Improvement Program or Georgia Department of Transportation projects under this Agreement in accordance with accepted professional practice, appropriate accounting procedures and practices, and 40 CFR 30.605, 30.805, and 35.935-7. The ENGINEER shall also maintain the financial information and data used by the ENGINEER in the preparation or support of the cost submission required pursuant to 40 CFR 35.937-6(b) and a copy of the cost summary submitted to the OWNER. The ENGINEER will maintain complete records during the life of the contract and for a period of seven (7) years after completion of the contract. The Federal Aviation Administration, the Comptroller General of the United States, the Georgia Department of Transportation, and the OWNER, or any of their duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER will provide proper facilities for such access and inspection.

ARTICLE 7: OWNER'S RESPONSIBILTIES

OWNER shall be responsible for all matters described in Attachment Section D (Owner's Responsibilities), of each Task Order. In addition, the Owner shall perform and provide the following in a timely manner so as not to delay the Services of Engineer:

a) Provide full information as to the OWNER'S requirements for the Project.
b) Place at Engineer's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data as may be reasonably required by the ENGINEER to perform its Services.
c) Guarantee access to and make all provisions for the ENGINEER to enter upon a public and private property as required for the ENGINEER to perform their services under this Agreement.
d) Examine all studies, reports, sketches, estimates, Specifications, Drawings, proposals and other documents presented by the ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
e) Provide such legal, accounting and insurance counseling services as may be required for the Project and such auditing service as the OWNER may require ascertaining how or for what purpose any Contractor has used the moneys paid to them under the construction contract.
f) Designate in writing a person to act as OWNER's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and

decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this Agreement.

g) Give prompt written notice to ENGINEER whenever OWNER becomes aware of any development that affects the scope or timing of ENGINEER'S Services, or any defect in the Services of ENGINEER.
h) Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
i) Advise ENGINEER of the identity and scope of services of any independent consultants retained by OWNER to provide services in regard to the project.
j) Bear all costs incident to compliance with requirements of this Article.

ARTICLE 8: STANDARD OF CARE

ENGINEER shall perform for or furnish to OWNER professional engineering and related services in all phases of the project to which this Agreement applies as hereinafter provided. ENGINEER may employ such sub-consultants, as ENGINEER deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. ENGINEER shall not employ any sub-consultant unacceptable to the OWNER. ENGINEER shall be responsible for such sub-consultants and related services performed under this Contract Agreement.

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any Task Order, drawing, specification, report, opinion, or other instrument of service, in any form or media produced in connection with the Services.

ENGINEER shall conduct itself according to, and shall abide by, all applicable laws, rules, and regulations and OWNER'S applicable standards of business conduct, including acting ethically, honestly, and with fair dealing in a manner that does not disparage or cause damage or disrepute to the OWNER.

ARTICLE 9: INDEMNIFICATION AND LIABILITY

Having considered the potential liabilities that may exist during the performance of the Services, the relative benefits and risks of the Project and the ENGINEER'S fee for the Services, and in consideration of the promises contained in this Agreement, OWNER and ENGINEER agree to allocate and limit such liabilities in accordance with this Article.

Engineer agrees to indemnify and hold the OWNER harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by the ENGINEER'S or its sub-consultant's negligent acts, errors, or omissions arising out of its performance of the Services. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of ENGINEER and OWNER, they shall be borne by each party in proportion to its own negligence.

The terms and conditions of this Article shall survive the completion of the Services, or any termination of this Agreement.

ARTICLE 10: INSURANCE

The ENGINEER will secure and maintain such insurance as will protect it and the OWNER from claims under workmen's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of their employees or of any person other than their employees, and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom. The ENGINEER will secure and maintain such insurance to the requirements stated below:

a) Commercial General Liability ("CGL") Insurance with a limit of not less than $1,000,000 per occurrence/$2,000,000 annual aggregate.
b) Automobile Liability insurance including owned, hired and non-owned vehicles with minimum limits of $1,000,000 per occurrence combined single limit.
c) Workers Compensation Insurance in full compliance with the provisions of the Workers' Compensation Act of the State of GEORGIA in which Consultant's office is located, plus Employer's Liability, and if any portion of the Work or Services is subcontracted, the Consultant shall require each subcontractor, similarly to provide Workers' Compensation and Employer's Liability Insurance.
d) Professional Liability insurance with a limit of not less than $1,000,000 per occurrence/$2,000,000 annual aggregate or actual limits carried if greater, covering all claims arising out of or related to Consultant's Work or Services.
e) Excess/Umbrella Liability Insurance on an occurrence-based form which provides coverage in excess of, and as an umbrella to, the required primary insurance policies listed in D.1.1, D.1.2, and Employer's Liability with limits not less than $2,000,000 per occurrence/$4,000,000 aggregate, or actual carried limits if greater, and as an umbrella to those underlying coverages with a retained limit of not greater than $50,000 per occurrence.

ARTICLE 11: LIMITATIONS OF RESPONSIBILITY

If this Agreement provides for any construction phase services by ENGINEER, it is understood that the Contractor, not ENGINEER, is responsible for the construction of the project, and that ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. Additionally, ENGINEER shall not be responsible for (a) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to ENGINEER, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and code; or (b) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to ENGINEER in a Task Order.

ARTICLE 12: OPINIONS OF COST AND SCHEDULE

Since the ENGINEER has no control over the cost of labor, materials or equipment, or over the Contractor(s), methods of determining prices, or over competitive bidding or market conditions, its estimates of cost for the Project provided for herein are to be made on the basis of its experience and qualifications and represent its best judgment as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that proposals, bids or the Project construction cost will not vary from cost estimates prepared by it.

ARTICLE 13: REUSE OF DOCUMENTS

All documents including, but not limited to, Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall, to the fullest extent permitted by law, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

ARTICLE 14: OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by ENGINEER and furnished to OWNER as part of the Services shall become the property of OWNER; provided, however, that ENGINEER shall have the unrestricted right to their use. ENGINEER shall retain its copyright and ownership rights in its design, drawing details, specifications, databases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of ENGINEER.

ARTICLE 15: TERMINATION AND SUSPENSION

This Agreement may be terminated at any time by mutual Agreement of the parties, said Agreement to be evidenced by a written termination letter or Agreement executed by both parties. Either party must provide the other party with written notice of its intent to terminate the Agreement at least thirty (30) days prior notification.

Additionally, OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon thirty (30) days' written notice to the ENGINEER. ENGINEER shall terminate or suspend performance of the Services on a schedule acceptable to OWNER, and OWNER shall pay ENGINEER for all the Services performed. Upon restart of suspended Services, an equitable adjustment shall be made to the Project schedule.

The provisions of this Article shall also apply to each individual Task Order, separate and apart from any other Task Orders, and without terminating or otherwise affecting this Agreement as a whole.

ARTICLE 16: DELAY IN PERFORMANCE

Neither OWNER nor ENGINEER shall be considered in default of this Agreement or any Task Order for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or ENGINEER under this Agreement or any Task Order. ENGINEER shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance.

ARTICLE 17: NOTICES
All notices under this Agreement shall be sent and deemed duly given when posted in first-class mail, postage prepaid to the addresses supplied in writing for such purpose by ENGINEER and OWNER. These addresses may be changed from time to time by written notice to the appropriate party and may include for this purpose e-mail addresses.

ARTICLE 18: DISPUTE RESOLUTION
In the event of a dispute between OWNER and ENGINEER arising out of or related to this Agreement, or any Task Order, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or meditation.

Should such negotiation or mediation fail to resolve the dispute, then the parties agree that the dispute shall be resolved by bench trial in a court of competent jurisdiction.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 19: COMMUNICATION
All notices and communications under this Agreement to be mailed or delivered to OWNER shall be to the address of the OWNER's designated representative as follows:

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

All notices and communications under this Agreement to be mailed or delivered to ENGINEER shall be to the address of the ENGINEER's designated representative as follows:

Jeffrey A. Hester
801 Broad Street, Augusta, Ga. 30901
(251) 610-1065
Jeff.hester@gmcnetwork.com

ARTICLE 20: EQUAL EMPLOYMENT OPPORTUNITY
ENGINEER affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran or any other legally protected status. It is ENGINEER'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

ENGINEER agrees that on the selection of any subcontractor by them or employees that it will not in any way discriminate against any person, company or corporation due to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran or any other legally protected status.

ARTICLE 21: WAIVERS
A waiver by either OWNER or ENGINEER of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further such breach.

ARTICLE 22: SEVERABILITY
The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Task Order. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular potion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 23: INTEGRATION
This Agreement, including Exhibits "A", "B", "C", "D", and "E" (incorporated by this reference), and subsequently issued Task Orders (and their respective attachments, if any), represents the entire and integrated Agreement between OWNER and ENGINEER. It supersedes all prior and contemporaneous communications, representations, and Agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 24: SUCCESSORS AND ASSIGNS

The OWNER and the ENGINEER each bind itself and its partners, successors and assigns to the other party to this Agreement and to the partners, successors and assigns of such other party, in respect to all covenants of this Agreement.

ARTICLE 25: ASSIGNMENT

Neither OWNER nor ENGINEER shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, ENGINEER may assign its rights to payment without OWNER'S consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent ENGINEER from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 26: NO THIRD-PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of OWNER and ENGINEER. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and ENGINEER.

ARTICLE 27: GOVERNING LAW

This Agreement shall be governed by the laws of the State of Georgia.

ARTICLE 28: FEDERAL REQUIREMENTS FOR PROJECTS FUNDED WITH AIP FUNDS

During the performance of this contract, the ENGINEER, for itself, its assignee's and successors in interest (hereinafter referred to as the "ENGINEER") agrees to the Federal requirements as shown in Exhibit "C".

ARTICLE 29: IMMIGRATION REFORM COMPLIANCE REQUIREMENT

During the entire duration of this Agreement, ENGINEER and its subcontractors and sub-consultants shall remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13- 10- 91 and § 50- 36- 1, as amended.

ARTICLE 30: OPEN RECORDS ACT

The ENGINEER acknowledges that all records relating to this Agreement and the services to be provided under the contract may be a public record subject to Georgia Open Records Act (O.C.G.A. §50-18-70, et. Seq.). ENGINEER shall cooperate fully in responding to such request and make all records, not exempt, available for inspection and copying as provided by law.

ARTICLE 31: JURISDICTION

The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of Georgia, and jurisdiction and venue shall lie in Lumpkin County, Georgia.

ARTICLE 32: TERM OF CONTRACT

This contract shall commence with an effective date of November 1, 2022, and end on October 31, 2024. This contract may be renewed for three (3) additional one (1) year terms upon agreement of both parties.

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

OWNER:
LUMPKIN COUNTY
By:

____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

____
Attest:

ENGINEER:
GOODWYN, MILLS AND CAWOOD, LLC
By:

____
Jeffrey A. Hester
Aviation Manager

____
Attest:

Exhibit "A" Sample Task Order

SCOPE OF SERVICES
ENGINEERING DESIGN SERVICES FOR
PROJECT
AIP or GDOT #

GMC will provide engineering design services for the following construction project at the Lumpkin County - Wimpys Airport:

PROJECT.

The Engineering Design Services will consist of the preparation of construction drawings and specifications necessary to complete the project, as well as the necessary documents to advertise for bids, receive construction proposals, and award construction contract. The design services will include the following elements of work:

Element 1 – Project Formulation will include the preparation of work scope, fees, predesign/scoping meetings, preliminary project evaluation, and funding assistance documentation including categorical exclusion and applications, and submittal of 7460 and Construction Safety Phasing Plan to FAA for preliminary airspace review.

Element 2 – Topographic Survey Work will be completed of the project area.

Element 3 – Geotechnical Investigation will be completed within the project area.

Element 4 – Construction Plans will consist of:

1. Cover Sheet listing the name of the airport, description of the project, vicinity and location maps, project number, and index of drawings.
2. Legend, Abbreviations and Quantities with item number, specification numbers, description of work item, unit and quantity.
3. Construction Safety and Phasing Plan Layout and General Notes
4. Construction Sequence Plan
5. Existing Conditions
6. Project Layout Plan and Staking Plan
7. Demolition Plan, Demolition Notes
8. Erosion and Sediment Control Details Plan, Notes and Details
9. Drainage Plan and Details
10. Marking Plan and Marking Details
11. Grading and Paving Plan
12. Pavement Typical Sections

Element 5 – Contract Document(s) including the advertisement for bids, instructions to bidders, bid documents, contract documents, bid bond, performance bond, payment bond, and Federal Aviation Administration (FAA) and Georgia Department of Transportation (GDOT) specifications.

Element 6 – Engineers/Design Report will include a detailed description of the project construction, design calculations, and discussion of rationale for design decisions.

Element 7 – Coordination, Review and Comments will submit plans and specifications to GDOT and address comments as follows:

1. Provide one electronic set of plans and specifications to GDOT for initial review.
2. Respond to GDOT comments and resubmit.
3. Upon GDOT concurrence, Print and Deliver one (1) set of final plans and contract documents to GDOT for coordination

Element 8 – Meetings will include the following:

1. Kickoff meeting to view the site conditions, review scope of work, schedule, and proposed layout options.
2. 50% review meeting with GDOT and Sponsor to review progress, resolve potential issues, gain consensus of design.
3. 95% review meeting with GDOT and Sponsor to finalize plans and determine construction schedule.

Bidding and permitting services will be completed in a future phase of this project and are not included in this scope of work.

Exhibit "B"

2022
Standard Rate and Fee Schedule

Standard Hourly Rates

Principal (Architect/ Engineer/ Interior Designer/ Scientist)	$ 250.00
Executive VP/ Senior VP	$ 225.00
Vice President	$ 200.00
Senior Professional (Architect, Engineer, Interior Design, Scientist, Project Manager)	$ 200.00
Professional II (Architect, Engineer, Interior Design, Scientist, Project Manager)	$ 175.00
Professional I (Architect, Engineer, Interior Design, Scientist, Project Manager)	$ 150.00
Intern II (Architecture, Engineering, Interior Design, Environmental Sciences)	$ 130.00
Intern I (Architecture, Engineering, Interior Design, Environmental Sciences)	$ 110.00
Technical III (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Field Tech., Inspector)	$ 140.00
Technical II (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Field Tech., Inspector)	$ 110.00
Technical I (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Field Tech., Inspector)	$ 80.00
Executive Administrative Assistant	$ 80.00
Administrative Assistant II	$ 70.00
Administrative Assistant I	$ 60.00

Surveying:

Professional Land Surveyor	$ 170.00
Field Crew Supervisor	$ 150.00
Survey Crew (two-man survey crew)	$ 150.00
Survey Crew (three-man survey crew)	$ 185.00
Survey Crew (four-man survey crew)	$ 215.00

Reimbursable Expenses

Travel Expenses	
Vehicle Transport	$0.625 per mile (Effect. 7/1/22)
Travel/ Meals/ Lodging	Cost plus ten percent
Sub-Consultant/ Sub-Contractors	Cost plus ten percent
Sub-Consultant/Sub-Contractors reimbursable expenses	Cost plus ten percent
Printing & Shipping	
Out of house reprographic services	Cost plus ten percent
In-House B&W reprographic services (small format)	$0.09/ sheet (8.5 x 11) $0.15/ sheet (11 x 17)
In-House Color reprographic services (small format)	$0.09/ sheet (8.5 x 11) $0.15/ sheet (11 x 17)
In-House B&W reprographic services (large format)	$0.15/ sf
In-House Color reprographic services (large format)	$0.20/ sf
GPS equipment	$250.00 per day

Exhibit "C"

Federal Requirements for Projects Funded with AIP Funds

The following federal statutes and regulations mandating certain contract provisions are incorporated herein by reference. Certain provisions are set forth below in the text of this Agreement to comply with the federal statutes and regulations referenced in the below table. In the event of the omission of any language required by the referenced federal statutes or regulations, or in the event of a conflict between the textual provisions set forth in this Agreement and the requirements of the referenced federal statutes or regulations, this Agreement shall be deemed to incorporate any required language in the federal statutes or regulations and any conflicts shall be resolved in favor of the language required by the federal statutes or regulations.

A. **Access to Records and Reports**. The ENGINEER must maintain an acceptable cost accounting system. The ENGINEER agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers, and records of the ENGINEER which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The ENGINEER agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

B. **Breach of Contract.** Any violation or breach of terms of this contract on the part of the ENGINEER or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide ENGINEER written notice that describes the nature of the breach and corrective actions the ENGINEER must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the ENGINEER must correct the breach. Owner may proceed with termination of the contract if the ENGINEER fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

C. **Civil Rights – General.** The ENGINEER agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of

race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.
This provision binds the ENGINEER and subconsultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

D. **Civil Rights – Title VI Assurance.** During the performance of this contract, the ENGINEER, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

- **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

- **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the contractor under the contract until the contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

- **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq)

E. **Clean Air/Water Pollution Control.** The ENGINEER agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). The ENGINEER agrees to report any violation to the OWNER immediately upon discovery. The OWNER assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

F. Contract Workhours and Safety Standards Act.

1. Overtime Requirements.

No consultant or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the ENGINEER and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The ENGINEER or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

G. Debarment and Suspension.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

The consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful consultant, by administering each lower tier subcontract that exceeds $25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful consultant will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

H. **Disadvantaged Business Enterprise.** The ENGINEER shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The ENGINEER shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The ENGINEER agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from 30. The ENGINEER agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the OWNER. This clause applies to both DBE and non-DBE subcontractors.

I. **Distracted Driving**. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant. In support of this initiative, the OWNER encourages the ENGINEER to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The ENGINEER must include the substance of this clause in all sub-tier contracts exceeding $3,500 and that involve driving a motor vehicle in performance of work activities associated with the project.

J. **Energy Conservation Requirements**. The ENGINEER and any subcontractors agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 et seq.).

K. **Equal Opportunity**. During the performance of this contract, the ENGINEER agrees as follows:

(1) The ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The ENGINEER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The ENGINEER will, in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The ENGINEER will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the ENGINEER's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The ENGINEER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The ENGINEER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the ENGINEER's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the ENGINEER may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked

as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The ENGINEER will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The ENGINEER will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the ENGINEER may request the United States to enter into such litigation to protect the interests of the United States.

L. **Fair Labor Standards Act**. This contract and all subcontracts that result from this solicitation incorporate by reference the provisions of 29 USC 201 et seq. and 29 CFR Chapter V, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full- and part-time workers. The ENGINEER has full responsibility to monitor compliance with the referenced statutes and regulations. The ENGINEER must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

M. **Occupational Safety and Health Act.** All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

N. **Trade Restriction Certification.** The Trade Restriction Certification set forth in 49 CFR Part 30 is incorporated herein by reference and shall have the same force and effect as if given in full text.

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or

3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

O. **Lobbying and Influencing Federal Employees**. The Bidder or Offeror certifies by signing this Agreement, to the best of his knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal

contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

P. **Veteran's Preference**. In the employment of labor (excluding executive, administrative, and supervisory positions), the ENGINEER and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

Q. **Termination of Contract**. The Owner may, by written notice to the ENGINEER, terminate this Agreement for its convenience and without cause or default on the part of ENGINEER. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the ENGINEER must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the ENGINEER for satisfactory work completed up through the date the ENGINEER receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold ENGINEER harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

R. **Tax Delinquency and Felony Convictions**. The ENGINEER represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
The ENGINEER represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Exhibit "D" Subconsultants

The ENGINEER proposes the use of the following subconsultants to perform such services as generally described below for "the project":

1. DBE SERVICES/PLAN PREPARATION – Taffy Pippin, LLC, Montgomery, AL *
2. LAND ACQUISITION SERVICES – CHB Acquisition Services, Warrenton, GA *
3. DESIGN & CONSTRUCTION SUPPORT SERVICES – Aulick Engineering, LLC, Atlanta, GA *
4. SURVEYING – Atlas Technical Consultants, LLC, Atlanta, GA
5. AIRFIELD ELECTRICAL SUPPORT SERVICES – Key Engineering, Atlanta, GA *

**These firms are currently registered with GDOT as a certified Disadvantaged Business Enterprise (DBE).*

Any addition or removal of a subconsultant from this list shall require a written request from the ENGINEER to the OWNER. The OWNER shall then evaluate the request and provide the ENGINEER with written approval of the change in subconsultant. No changes in subconsultants shall be made without written approval of the OWNER.

Exhibit "E" Potential Projects/Scopes of Services

Scope of Services

This Scope of Services list shall serve as the baseline of projects for the MASTER AGREEMENT for PROFESSIONAL AIRPORT CONSULTING AND ENGINEERING SERVICES (the AGREEMENT), between the Lumpkin County Board of Commissioners, the governing authority of Lumpkin County, Georgia (OWNER) and Goodwyn, Mills, and Cawood, LLC (ENGINEER). This list shall be updated and changed as projects are completed and updated, or as additions and removals are made to the Lumpkin County – Wimpys Airport five (5) year Capital Improvement Program (CIP) is maneuvered, and shall contain projects not immediately in the CIP project list. The list for Scope of Services as proposed is as follows:

1. Prepare Project Funding Applications and grant administration for local, state or federal grants.
2. Analyze and Prepare Capital Improvements Program (CIP) Documents.
3. Update DBE goals and Prepare and Assist in the execution of DBE contracts.
4. Prepare and Update Property Line Maps, Airport Layout Plan (ALP), and other airport planning studies.
5. Perform Design, Bidding and Negotiation, Construction Administration, and Inspection Services for Airport Buildings (Terminal, Hangars, etc.).
6. Address of Inspection Results and Findings for Compliance.
7. Prepare Environmental Assessments and Environmental Permitting as necessary.
8. Perform Assessment, Design, Construction Administration.
9. Perform Land Acquisition, Relocation Services, and necessary Obstruction Removal.
10. Utility Coordination, Relocation, and Installation Design.
11. Soil investigation, including core sampling, laboratory tests, related analyses, and reports.
12. Educational Seminars for Community Airport Involvement and Growth.
13. Economic Development Summits for Airport Growth.
14. Airport Business Planning and Management Support Services.
15. Public information and community involvement surveys, studies and activities.
16. Field and/or construction surveys.
17. GIS data collection, entry, and analysis and other electronic graphical/mapping efforts.
18. Such other airport-related work at the Lumpkin County - Wimpys Airport, as the OWNER may deem necessary.

Lumpkin County, Georgia

Development Authority Department

Date:	October 18, 2022
Agenda Item:	Agreement between Lumpkin County Board of Commissioners and Windstream Services, LLC
Item Description:	Agreement between Lumpkin County Board of Commissioners and Windstream Services, LLC.
Facts & Historical Information:	For the purposes of the NTIA BIP grant application, Lumpkin County served as the Lead Applicant with Windstream named as the Subrecipient. As a part of the required Subrecipient Monitoring Plan, Windstream must agree to comply with the grant award provisions outlined in the Financial Assistance Award CD-450 and the Amendment to Financial Assistance Award CD-451. The attached agreement formalizes Windstream's commitment to these compliance requirements, as well as general project details, monetary contributions, and cooperation with the County's third-party broadband consultant.
Potential Courses Of Action:	A. Approve the agreement. B. Not approve the agreement.
Comparison of Courses of Action:	A. COA A allows staff to move forward with the NTIA portion of the broadband infrastructure project. B. COA B will halt the NTIA portion of the broadband infrastructure project.
Budget Impact:	There is no negative impact to the County's operating budget.
Staff Recommendation:	**Staff's recommendation is to accept the agreement.**

Attachments:
NTIA Lumpkin County Windstream Agreement - Final 09.26.2022

AGREEMENT
BETWEEN
THE LUMPKIN COUNTY BOARD OF COMMISSIONERS
AND
WINDSTREAM SERVICES, LLC

The Lumpkin County Board of Commissioners (the "Lumpkin County") and Windstream Services, LLC, on behalf of itself and its applicable subsidiaries, ("Windstream Communications" or "Windstream") have entered into a Covered Partnership in order to submit an application to the U.S. Department of Commerce for the National Telecommunications and Information Administration (NTIA) Broadband Infrastructure Program (BIP).

The term "covered partnership" means a partnership between: (A) a State, or one or more political subdivisions of a State; and (B) a provider of fixed broadband service.

The term "Covered Broadband Project(s)" is defined by the BIP as a "competitively and technologically neutral project for the deployment of fixed broadband service that provides qualifying broadband service in an eligible service area."

For the NTIA BIP application, Lumpkin County serves as the Lead Applicant and recipient of the NTIA grant with Windstream named as the Subrecipient for a proposed project to deliver gigabit-speed broadband service to 1,846 locations in Lumpkin County. The period of performance for the project covers a 1-year period of 03/01/2022-02/28/2023.

Lumpkin County received the Form CD-450, Financial Assistance Award, dated February 25, 2022 (hereinafter sometimes referred to as Form CD-450) from The National Institute of Standards and Technology (NIST), servicing the NTIA BIP, to enter into Grant number 13-08-I2210 with Lumpkin County to support the work described in the proposal entitled "Broadband Build Out in County of Lumpkin" dated 8/17/21.

Lumpkin County received the Form CD-451, Amendment to Financial Assistance Award, dated August 16, 2022 (hereinafter referred to as Form CD-451, or Award) from NIST, to support the work described in the descoped project proposal and budget submitted on 6/7/22 and budget narrative submitted on 7/25/22.

The Form CD-451, further identified with Federal Award ID 13-08-I2210, outlines required Award provisions Lumpkin County must comply with to accept the Award. The Forms CD-450 and CD-451, further identified with Federal Award ID 13-08-I2210, are incorporated herein by reference and made a part hereof. Lumpkin County must accept the award within 30 days of receipt of the Form CD-450 or the Grants Officer may unilaterally withdraw the Award offer.

In consideration of the mutual benefits accruing to each party, and in order to induce Lumpkin County to accept the Award offer, the parties agree as follows:

Construction of Project. Windstream will work in good faith to complete the Covered Broadband Project described in the descoped proposal entitled "Project Narrative" and "Detailed Budget" dated 6/7/22 and "Budget Narrative" dated 7/25/22 and any revisions thereafter per the BIP rules and barring any request from the parties for an extension of time due to unforeseen delays not intentionally caused by either Windstream or Lumpkin County, including but not limited to acts of God, weather-related events, lack of ability to procure necessary supplies due to global or national supply chain shortages, impacts or effects of pandemics or epidemics on labor needs or goods and services needed to finalize the Covered Broadband Project. Subject to any utilities or any other party lawfully occupying Lumpkin County's rights-of-way, Windstream shall have the right to enter upon, over, across and along any present public rights-of-way of Lumpkin County for completion of the Covered Broadband Project. To the extent possible, Lumpkin County will assist Windstream in securing any additional easements or right-of-way agreements necessary for the Covered Broadband Project in an efficient and timely manner, and at a commercially reasonable cost. However, nothing contained in this provision shall be construed as requiring Lumpkin County to purchase any additional rights-of-way or for Lumpkin County to use or exercise its powers of eminent domain to acquire any easements or rights-of-way.

Monetary Contributions/Federal and Non-Federal Cost Sharing. The estimated cost of the project is $5,172,043, which shall be funded by the grant from NTIA BIP in the amount of $3,236,198 and contribution/matching funds from Windstream in the amount of $1,935,845. Windstream's cost share commitment is a binding requirement under the Award. The cost sharing ratio for this award is 62.57% Federal share and 37.43% Non-Federal share.

Windstream agrees to contribute matching funds in the amount of $1,935,845 as required by the Award.

Windstream agrees to comply in whole with the above referenced Form CD-450 and CD-451, further identified with Federal Award ID 13-08-I2210, and all Award provisions identified therein.

Windstream agrees to coordinate and cooperate with Lumpkin County's third-party broadband consultant, who shall be selected by Lumpkin County within 30 calendar days of the Award.

During the construction of the project, Windstream shall submit documentation of eligible reimbursable expenses for work completed to Lumpkin County on a quarterly basis, or such other time frame mutually agreed upon by the parties, for verification and approval by Lumpkin County's third-party broadband consultant. Upon approval of Lumpkin County's third-party broadband consultant, Lumpkin County shall reimburse Windstream for eligible project expenses for work completed within thirty (30) days of receipt of funds from the NTIA, unless a longer or shorter timeframe is required by BIP rules.

Lumpkin County agrees that Windstream may transfer its rights or obligations under this agreement to an Affiliate that is authorized to provide telecommunications services within the State of Georgia without being required to obtain Lumpkin County's prior consent. For purposes of this Agreement, an Affiliate is any legal entity that owns, is owned by, or is commonly owned with a party. "Own" means having more than 50% ownership or the right to direct the management of the entity.

Windstream will provide Lumpkin County in a timely manner with such information that is in Windstream's possession that is necessary for Lumpkin County to fulfill its reporting requirements in accordance with the BIP rules.

Operation, Maintenance, and Ownership. Windstream retains ownership of the network comprising the Covered Broadband Project and will, at its sole expense, maintain the network associated with the Covered Broadband Project (i) in accordance with prudent industry practice; and (ii) in a manner which complies with all federal and state utility commission delivery standards and this Agreement. Windstream shall be the broadband service provider to any end users serviced via the network comprising the Covered Broadband Project and will be responsible for all billing, customer care, and other functions with no responsibility transferring to Lumpkin County for the provision of services. Lumpkin County agrees that it will have no ownership right or interest in any part of the Covered Broadband Project and hereby irrevocably grants, sells, transfers, conveys, sets over, and assigns any interest that it may have or may in the future obtain in the Covered Broadband Project to Windstream.

Baseline Project Plan. Windstream shall submit a baseline project plan and details regarding output and outcomes from the project to Lumpkin County within 45 days of the final approvals from NEPA in a format acceptable to the Federal Program Officer.

Six-Month Expenditure Plan. Windstream shall work with Lumpkin County and the third-party broadband consultant to submit a six-month expenditure plan required by Terms 9 and 10 of the General Terms and Conditions for NTIA BIP. Until the plan is submitted and approved by the Grants Officer, Lumpkin County may not draw down federal award funds.

No Duplication of Federal Funding. Windstream agrees no federal funds may be used to duplicate costs, services, connections, facilities, or equipment that have been authorized through another federal program. To the extent that a BIP project is later deemed to include duplicate funding from another federal program, the NIST Grants Office and NTIA reserve the right to disallow the costs associated with the duplication of federal funds or service and/or to reallocate the funds to allowable activities within the project

No Overbuilds with Federal Funding. Windstream agrees no federal funds may be used to duplicate costs, services, connections, facilities, or equipment in an area where another broadband service provider has deployed qualifying broadband service. To the extent that a Broadband Infrastructure Program project is later found to use grant funds to deploy broadband infrastructure to an area already receiving qualifying broadband service, the NIST Grants Office and NTIA reserve the right to disallow the costs associated with the services, connections, facilities or equipment and/or to reallocate the funds to allowable activities within the project.

Instructions for Lower Tier Participants, including Subrecipients, outlined in the NTIA BIP NOFO.

a. By submitting and entering into this Agreement and accepting federal funding, Windstream (the prospective lower tier participant) is providing the certification set out below and agrees to comply with the requirements of 2 C.F.R. Parts 180, 1200 and 1326.
b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
d. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 C.F.R. Parts 180, 1200 and 1326.
e. The prospective lower tier participant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, debarred, suspended, declared Notice of

Funding Opportunity – 21 ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 C.F.R. Parts 180 and 1200.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov).

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph (e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Entire Agreement/Modifications/No Waiver. This Agreement represents the entire agreement of the parties with respect to the subject matter and supersedes all other agreements, written or oral, between the parties relating to the BIP. This Agreement may only be modified by written agreement of both parties. No term herein shall be deemed waived or breach or default excused unless in writing and signed by the party against which it is to be enforced. Additionally, no consent by a party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to or waiver of, any subsequent breach or default.

Partial Invalidity. If any provision of this Agreement shall be held to be invalid or unenforceable (either under current law or in the future), the parties shall renegotiate the relevant invalid or unenforceable provision of the Agreement.

Relationship of Parties. This Agreement shall not be deemed to create any joint venture between Windstream and Lumpkin County. The parties are independent contractors and shall not be deemed to have any other relationship. Neither party shall have, or hold itself out as having, the power or authority to bind or create liability for the other by its intentional or negligent act.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

Windstream certifies, by execution of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any federal department or agency.

This agreement shall remain in place until the project is completed and all Award requirements are met.

Lumpkin County Board of Commissioners:
By:

____
Chris Dockery, Chairman
Date: _____________

Windstream Services, LLC:
By:

____
Tony Thomas, President & CEO
Date: _____________

Lumpkin County, Georgia

Finance Department

Date:	October 18, 2022
Agenda Item:	Banking Services Contract
Item Description:	Banking Services Contract Recommendation to renew the banking services contract with United Community Bank.
Facts & Historical Information:	The current contract for banking services was awarded in 2021 with two one-year renewal options. The interest rate is subject to change on an annual basis. United Community Bank is offering a variable rate of the Bank's internal non-published board rate, which is referred to as "Index 8," minus 35 basis points. The current Index 8 rate is 0.70%, resulting in a current interest rate of 0.35%. The rate is subject to change monthly. This is an increase from the 0.10% fixed rate included in the 2021-2022 contract.
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, the interest rate has increased, and there are no issues with the services provided by United Community Bank.
Budget Impact:	Approval of the contract with United Community Bank will have no negative impact, as bank fees are included in the 2022 and 2023 budgets.
Staff Recommendation:	**The recommendation of staff is to continue the County's banking relationship with United Community Bank.**

Attachments:
Banking Services Contract 2022

LUMPKIN COUNTY CONTRACT FOR BANKING SERVICES

OPTION TO RENEW

Lumpkin County and United Community Bank entered into a contract for Banking Services as of the 1st day of November, 2021. Under the Term of this contract Lumpkin County has the right to renew the contract for up to (2) additional one year term. Both parties are in agreement to extend this contract for a one (1) year term with the following changes.

The Bank shall establish and maintain demand deposit accounts as interest bearing public fund accounts with a variable rate. The rate being used is the Bank's internal non-published board rate that we refer to as "Index 8" minus .35 %. This rate will change/adjust on a monthly basis. This pricing structure will remain in effect for a month-to-month basis not to exceed a one-year period, at which time Lumpkin County will have the option to renew for the final one year term of said contract.

All other terms and conditions agreed to in the original contract will remain in for the one (1) year option period.

In Witness Whereof, the parties have signed and agree to changes referenced above and continuance of the existing contract.

BANK:

United Community Bank

By: Eddie Wade
President

Attest: Donna Bryan

Title: CEO Executive Assistant

Date Signed : 9-27-22

COUNTY:

Lumpkin County Board of Commissioner

By: ____________________________
Chairman

Attest:__________________________

Title:___________________________

Date Signed:_____________________

Lumpkin County, Georgia

Special Projects Department

Date:	October 18, 2022
Agenda Item:	NGN Fiber Service Agreement: Lumpkin County Justice Center
Item Description:	NGN Fiber Service Agreement: Lumpkin County Justice Center. Contract with NGN to upgrade the fiber connection to the Justice Center to 1 Gigabyte.
Facts & Historical Information:	NGN is the current service provider of fiber for Lumpkin County. In recent months more and more County Department's third-party software have been moving to a cloud-based platform. This has resulted in the County saturating the current bandwidth and experiencing increased slowness in internet speeds. This is negatively impacting work flow and decreasing department's efficiency. NGN can upgrade the current connection to 1 gigabyte which should increase our bandwidth and improve our speeds. The cost of this service will be $1,500.00 a month.
Potential Courses Of Action:	A. The Board could choose to approve the contract with NGN to upgrade the service. B. The Board could choose to not approve the contract with NGN to upgrade the service.
Budget Impact:	The monthly cost for this service will be paid from contingency for the remainder of 2022. This upgraded service was included in the 2023 budget so there will be no additional impact to the budget following 2022.
Staff Recommendation:	**The recommendation of staff is to approve the contract with NGN to upgrade the service.**

Attachments:
DocuSign_for_NGN___Order_2326

NGN Fiber Service Agreement:

Lumpkin County Justice Center

241 Larkin Street
Cornelia, GA 30531
P: 706-770-2022

Please email or fax signed agreement to:
Fax: 1-866-293-5861
Email: sales@ngnfiber.com

Customer Information

Account Number	31380
Customer ID	31380
Name	Lumpkin County Justice Center
Billing Line1	301-365 Riley Rd
Billing Line2	
Billing City	Dahlonega
Billing State	GA
Billing Zip	30533
Billing Country	USA

Contacts

Name	Email	Phone

Locations

Address

Service Line1	301-365 Riley Rd
Service Line2	
Service City	Dahlonega
Service State	GA
Service Zip	30533
Service Country	USA

Services

Fiber - Service ID: 0

ID	Description	Codes	Quantity	Rate	Subtotal
1034	1G Dedicated Internet	DB1G	1	$1,350.00	$1,350.00
1247	Static IP - 16 Count	STATICIP16PK	1	$ 150.00	$ 150.00
			2		**$1,500.00**

CUSTOMER
Signature:

Name: Chris Dockery
Email: abby.branan@lumpkincounty.gov
Date:

Terms & Conditions

By applying for NGN Fiber, the Customer does hereby agree to the contract term, under the "Services" section on page 2 of the agreement above. The start date of the contract begins on the date the services are installed. Customer is requesting fiber delivered Internet and/or Phone service(s) at the rate selected in the agreement above. The monthly rate will be billed by NGN Fiber. Customer agrees that critical communications may require redundant equipment and paths that are not included in this agreement. Customer understands and agrees that it may not share or resell this service. Doing so may result in immediate disconnection and termination of this agreement. Customer agrees to the terms of the following Acceptable Use Policy.

Installation: Contracts are not considered binding until NGN Fiber Engineering approval. Upon Engineering department approval, NGN Fiber will be responsible for installation of wireless/fiber service up to the CPE (Customer Premise Equipment). NGN Fiber does not provide support service for Customer's LAN (Local Area Network). Customer understands some LAN configuration work may be required to support Internet service. Such configuration effort shall be the sole responsibility of the Customer. Customer also understands they are responsible for wiring from the CPE to Customer's LAN. Additional charges will apply for installation beyond a reasonable distance as determined by NGN Fiber or its designated installer. In the case of installation procedures that exceed regular standard service, the Customer will be charged at the current hourly rate. Additional installation charges may include, but are not limited to, inside wiring, LAN and WAN (Wide Area Network) configurations, etc. Customer grants NGN Fiber and its contractors the right to construct, dig, operate, access and maintain fiber-optic lines and associated pedestals, or other apparatus necessary for fiber service installation. Customer grants NGN Fiber and its contractor's easement to and from installed equipment for purposes deemed necessary by NGN Fiber including but not limited to providing service to surrounding customers. The undersigned does not convey any land, but merely grants an easement for such fiber-optic facilities. The benefits and considerations of such fiber-optic installation shall inure to any successors and/or assignees of NGN Connect or the consumer. Additional charges will apply for installation beyond a reasonable distance as determined by NGN Fiber or designated its installer.

Equipment: NGN Fiber will install the necessary Interface Device to provide Internet services. Should the Customer modify the Interface Device to the extent service is interrupted and, at the request of Customer, it becomes necessary for NGN Fiber to restore service because of Customer modifications, Customer will incur an hourly rate for service restoration. All Interface Device and associated equipment remains the property of the NGN Fiber.

Customer Responsibility: Customer is responsible for locating and identifying any underground infrastructure not required to be marked by the Georgia Utility Facility Protection Act. Examples include water lines (particularly private community water systems and lines serving individual locations), sprinkler systems, propane gas lines, underground pet barriers, etc. Contractors try to avoid underground utility service lines as much as possible, but sometimes damage does occur. NGN Fiber crews will have basic supplies to make minor repairs, but if a third party is needed to complete the repair, NGN Fiber and its contractors are not responsible for the costs incurred. Should the Customer terminate this Agreement for any reason, any outstanding Internet service unpaid balance including cancellation charges must be paid through the date of service termination. Should NGN Fiber retain an attorney to enforce any breach of this Agreement, reasonable costs and attorney fees will be paid by the Customer. Upon expiration of the initial term of this Agreement, the agreement shall automatically renew in One (1) year increments at the customer's existing monthly recurring rate, unless Customer provides written notice of non-renewal 30 days prior to such expiration. Customer consents that this agreement may be assigned or otherwise transferred to NGN Fiber or its designee, including all rights and responsibilities, in whole or in part, at any time, upon written notice to Customer.

Acceptable Use Policy

Appalachian Broadband Technologies, LLC, dba NGN Fiber™ desires to provide its customers with the best Fiber Internet service possible. To help accomplish this, **NGN Fiber™** has adopted this Acceptable Use Policy (the "Policy"). This Policy outlines acceptable use of the **NGN Fiber™** Internet service (the "Service").

All **NGN Fiber™ residential and business** customers and all others who use the Service (the "Subscriber," "user," "you," or "your") agree to comply with this Policy. Your failure to comply with this Policy could result in the suspension or termination of your Service account. If you do not agree to comply with this Policy, you must immediately stop all use of the Service and notify **NGN Fiber™** so that it can close your account. **NGN Fiber™**, at its sole discretion, reserves the right to change or modify the terms of this Policy, effective when posted on the **NGN Fiber™** website at http://www.ngnfiber.com. **NGN Fiber™** will use reasonable efforts to make customers aware of any changes to this Policy, which may include sending e-mail announcements. Accordingly, customers of the **NGN Fiber™** Service should read any **NGN Fiber™** emails they receive and regularly visit ngnconnect.coop and review this Policy to ensure that their activities conform to the most recent version.

Use

Subscriber agrees that only Subscriber's employees and authorized guests will use the Service. Subscriber is responsible for any misuse that occurs through Subscriber's account, including Subscriber's employees, guests or an authorized or unauthorized third-party. Subscriber will not resell or redistribute, or enable others to resell or redistribute, access to the Service to any third- party by any means, including but not limited to, access to the Service through wireless technology.

Prohibited Uses and Activities

You may not use the Service in a manner that violates any applicable local, state, federal or international law, order or regulation. Additionally, you may not use the Service to:

- harm or attempt to harm a minor, including, but not limited to, hosting, possessing, distributing, or transmitting child pornography or other material that is unlawful;
- post, store, transmit or disseminate information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity;
- post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful;
- upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, media, or software that is protected by copyright or other proprietary right, without obtaining any required permission of the owner;
- send very large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, blog, newsgroup, chat, or similar service;
- initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme;
- transmit unsolicited or bulk email messages, also known as "spam"
- collect responses from unsolicited bulk messages;
- falsify, alter, or remove message headers;
- falsify references to **NGN Fiber™** or its network, by name or other identifier, in messages;
- impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, "phishing");
- violate the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system, or Web site that you access or use;
- access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the

user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not

- expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
- use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- distribute programs that make unauthorized changes to software (cracks);
- use or run dedicated, stand-alone equipment or servers from the Premises that provide network content or any other services to anyone outside of your Premises local area network ("Premises LAN"), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, application, e-mail, Web hosting, file sharing, streaming video surveillance and proxy services and servers;
- service, alter, modify, or tamper with the **NGN Fiber™** Equipment or Service or permit any other person to do the same who is not authorized by **NGN Fiber™**;
- restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service (except for tools for safety and security functions such as parental controls, for example), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;
- restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any **NGN Fiber™** host, server, backbone network, node or service, or otherwise cause a performance degradation to any **NGN Fiber™** (or **NGN Fiber™** supplier) facilities used to deliver the Service;
- resell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (for example, through wireless technology or other methods of networking), in whole or in part, directly or indirectly. The Service is for small business use only and you agree not to use the Service for operation as an Internet Service Provider (whether or not for profit);
- connect the NGN Fiber™ Equipment to any computer outside of your Premises;
- interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host; and
- accessing and using the Service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP unless you are subject to a Service plan that expressly permits you to do so.

Inappropriate Content and Transmissions
NGN Fiber™ reserves the right to refuse to transmit or post, and to remove or block, any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of this Policy, or otherwise harmful to the network or customers using the Service, regardless of whether this material or its dissemination is unlawful so long as it violates this Policy. Neither **NGN Fiber™** nor any of its affiliates, suppliers, or agents has any obligation to monitor transmissions or postings (including, but not limited to, e-mail, file transfer, blog, newsgroup, and instant message transmissions) made on the Service. However, **NGN Fiber™** and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this Policy and to disclose, block, or remove them in accordance with this Policy, and applicable law.

Network Management
NGN Fiber™, from time to time, may temporarily lower the priority of traffic for users who are the top contributors to current network congestion because bandwidth and network resources are not unlimited. Managing the network is essential as **NGN Fiber™** works to promote the use and enjoyment of the Internet by all of its customers. In fact, all large Internet service providers manage their networks. Many of them use the same or similar tools that **NGN Fiber™** does. If the company didn't manage its network, its customers would be subject to the negative effects of

spam, viruses, security attacks, network congestion, and other risks and degradations of service. By engaging in responsible network management including enforcement of this Policy, **NGN Fiber™** can deliver the best possible Service experience to all of its customers. **NGN Fiber™** reserves the right to suspend or terminate Service accounts where data consumption is not characteristic of a typical small business user of the Service as determined by the company in its sole discretion. Common activities that may cause excessive data consumption in violation of this Policy include, but are not limited to, numerous or continuous bulk transfers of files and other high-capacity traffic using (i) file transfer protocol ("FTP"), (ii) peer-to-peer applications, and (iii) application servers or resources to anyone not on your Premises LAN.

User Responsibility

It is Subscriber's responsibility to secure the Customer Equipment and any other Premises equipment or programs not provided by **NGN Fiber™** that connect to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion. In addition, you are also responsible for any use or misuse of the Service that violates this Policy, even if it was committed by an authorized or unauthorized friend, family member, or third-party with access to your Service account.

Enforcement

If you use the Service in violation of the restrictions referenced above, that is a violation of this Policy. In these cases, **NGN Fiber™** may, in its sole discretion, suspend or terminate your Service account or request that you subscribe to an appropriate version of the Service (such as dedicated bandwidth) if you wish to continue to use the Service at higher data consumption levels. The failure of **NGN Fiber™** or its suppliers to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

Subscriber Signature:

Date:

Lumpkin County, Georgia

Special Projects Department

Date:	October 18, 2022
Agenda Item:	NGN Fiber Service Agreement: Lumpkin County Administration Building
Item Description:	NGN Fiber Service Agreement: Lumpkin County Administration Building. Contract with NGN to upgrade the fiber connection to the Administration Building to 1 Gigabyte.
Facts & Historical Information:	NGN is the current service provider of fiber for Lumpkin County. In recent months more and more County Department's third-party software have been moving to a cloud-based platform. This has resulted in the County saturating the current bandwidth and experiencing increased slowness in internet speeds. This is negatively impacting work flow and decreasing department's efficiency. NGN can upgrade the current connection to 1 gigabyte which should increase our bandwidth and improve our speeds. The cost of this service will be $1,500.00 a month.
Potential Courses Of Action:	A. The Board could choose to approve the contract with NGN to upgrade the service. B. The Board could choose to not approve the contract with NGN to upgrade the service.
Budget Impact:	The monthly cost for this service will be paid from contingency for the remainder of 2022. This upgraded service was included in the 2023 budget so there will be no additional impact to the budget following 2022.
Staff Recommendation:	**The recommendation of staff is to approve the contract with NGN to upgrade the service.**

Attachments:
DocuSign_for_NGN___Order_2325

NGN Fiber Service Agreement:

Lumpkin county Administration Building

241 Larkin Street
Cornelia, GA 30531
P: 706-770-2022

Please email or fax signed agreement to:
Fax: 1-866-293-5861
Email: sales@ngnfiber.com

Customer Information

Account Number	31381
Customer ID	31381
Name	Lumpkin county Administration Building
Billing Line1	99 Courthouse Hl
Billing Line2	
Billing City	Dahlonega
Billing State	GA
Billing Zip	30533
Billing Country	USA

Contacts

Name	Email	Phone

Locations

Address

Service Line1	99 Courthouse Hl
Service Line2	
Service City	Dahlonega
Service State	GA
Service Zip	30533
Service Country	USA

Services

Fiber - Service ID: 0

ID	Description	Codes	Quantity	Rate	Subtotal
1034	1G Dedicated Internet	DB1G	1	$1,350.00	$1,350.00
1247	Static IP - 16 Count	STATICIP16PK	1	$ 150.00	$ 150.00
			2		**$1,500.00**

CUSTOMER

Signature:

Name: Chris Dockery

Email: abby.branan@lumpkincounty.gov

Date:

Terms & Conditions

By applying for NGN Fiber, the Customer does hereby agree to the contract term, under the "Services" section on page 2 of the agreement above. The start date of the contract begins on the date the services are installed. Customer is requesting fiber delivered Internet and/or Phone service(s) at the rate selected in the agreement above. The monthly rate will be billed by NGN Fiber. Customer agrees that critical communications may require redundant equipment and paths that are not included in this agreement. Customer understands and agrees that it may not share or resell this service. Doing so may result in immediate disconnection and termination of this agreement. Customer agrees to the terms of the following Acceptable Use Policy.

Installation: Contracts are not considered binding until NGN Fiber Engineering approval. Upon Engineering department approval, NGN Fiber will be responsible for installation of wireless/fiber service up to the CPE (Customer Premise Equipment). NGN Fiber does not provide support service for Customer's LAN (Local Area Network). Customer understands some LAN configuration work may be required to support Internet service. Such configuration effort shall be the sole responsibility of the Customer. Customer also understands they are responsible for wiring from the CPE to Customer's LAN. Additional charges will apply for installation beyond a reasonable distance as determined by NGN Fiber or its designated installer. In the case of installation procedures that exceed regular standard service, the Customer will be charged at the current hourly rate. Additional installation charges may include, but are not limited to, inside wiring, LAN and WAN (Wide Area Network) configurations, etc. Customer grants NGN Fiber and its contractors the right to construct, dig, operate, access and maintain fiber-optic lines and associated pedestals, or other apparatus necessary for fiber service installation. Customer grants NGN Fiber and its contractor's easement to and from installed equipment for purposes deemed necessary by NGN Fiber including but not limited to providing service to surrounding customers. The undersigned does not convey any land, but merely grants an easement for such fiber-optic facilities. The benefits and considerations of such fiber-optic installation shall inure to any successors and/or assignees of NGN Connect or the consumer. Additional charges will apply for installation beyond a reasonable distance as determined by NGN Fiber or designated its installer.

Equipment: NGN Fiber will install the necessary Interface Device to provide Internet services. Should the Customer modify the Interface Device to the extent service is interrupted and, at the request of Customer, it becomes necessary for NGN Fiber to restore service because of Customer modifications, Customer will incur an hourly rate for service restoration. All Interface Device and associated equipment remains the property of the NGN Fiber.

Customer Responsibility: Customer is responsible for locating and identifying any underground infrastructure not required to be marked by the Georgia Utility Facility Protection Act. Examples include water lines (particularly private community water systems and lines serving individual locations), sprinkler systems, propane gas lines, underground pet barriers, etc. Contractors try to avoid underground utility service lines as much as possible, but sometimes damage does occur. NGN Fiber crews will have basic supplies to make minor repairs, but if a third party is needed to complete the repair, NGN Fiber and its contractors are not responsible for the costs incurred. Should the Customer terminate this Agreement for any reason, any outstanding Internet service unpaid balance including cancellation charges must be paid through the date of service termination. Should NGN Fiber retain an attorney to enforce any breach of this Agreement, reasonable costs and attorney fees will be paid by the Customer. Upon expiration of the initial term of this Agreement, the agreement shall automatically renew in One (1) year increments at the customer's existing monthly recurring rate, unless Customer provides written notice of non-renewal 30 days prior to such expiration. Customer consents that this agreement may be assigned or otherwise transferred to NGN Fiber or its designee, including all rights and responsibilities, in whole or in part, at any time, upon written notice to Customer.

Acceptable Use Policy

Appalachian Broadband Technologies, LLC, dba NGN Fiber™ desires to provide its customers with the best Fiber Internet service possible. To help accomplish this, **NGN Fiber™** has adopted this Acceptable Use Policy (the "Policy"). This Policy outlines acceptable use of the **NGN Fiber™** Internet service (the "Service").

All **NGN Fiber™ residential and business** customers and all others who use the Service (the "Subscriber," "user," "you," or "your") agree to comply with this Policy. Your failure to comply with this Policy could result in the suspension or termination of your Service account. If you do not agree to comply with this Policy, you must immediately stop all use of the Service and notify **NGN Fiber™** so that it can close your account. **NGN Fiber™**, at its sole discretion, reserves the right to change or modify the terms of this Policy, effective when posted on the **NGN Fiber™** website at http://www.ngnfiber.com. **NGN Fiber™** will use reasonable efforts to make customers aware of any changes to this Policy, which may include sending e-mail announcements. Accordingly, customers of the **NGN Fiber™** Service should read any **NGN Fiber™** emails they receive and regularly visit ngnconnect.coop and review this Policy to ensure that their activities conform to the most recent version.

Use

Subscriber agrees that only Subscriber's employees and authorized guests will use the Service. Subscriber is responsible for any misuse that occurs through Subscriber's account, including Subscriber's employees, guests or an authorized or unauthorized third-party. Subscriber will not resell or redistribute, or enable others to resell or redistribute, access to the Service to any third- party by any means, including but not limited to, access to the Service through wireless technology.

Prohibited Uses and Activities

You may not use the Service in a manner that violates any applicable local, state, federal or international law, order or regulation. Additionally, you may not use the Service to:

- harm or attempt to harm a minor, including, but not limited to, hosting, possessing, distributing, or transmitting child pornography or other material that is unlawful;
- post, store, transmit or disseminate information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity;
- post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful;
- upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, media, or software that is protected by copyright or other proprietary right, without obtaining any required permission of the owner;
- send very large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, blog, newsgroup, chat, or similar service;
- initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme;
- transmit unsolicited or bulk email messages, also known as "spam"
- collect responses from unsolicited bulk messages;
- falsify, alter, or remove message headers;
- falsify references to **NGN Fiber™** or its network, by name or other identifier, in messages;
- impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, "phishing");
- violate the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system, or Web site that you access or use;
- access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the

- user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
- use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- distribute programs that make unauthorized changes to software (cracks);
- use or run dedicated, stand-alone equipment or servers from the Premises that provide network content or any other services to anyone outside of your Premises local area network ("Premises LAN"), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, application, e-mail, Web hosting, file sharing, streaming video surveillance and proxy services and servers;
- service, alter, modify, or tamper with the **NGN Fiber™** Equipment or Service or permit any other person to do the same who is not authorized by **NGN Fiber™**;
- restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service (except for tools for safety and security functions such as parental controls, for example), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;
- restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any **NGN Fiber™** host, server, backbone network, node or service, or otherwise cause a performance degradation to any **NGN Fiber™** (or **NGN Fiber™** supplier) facilities used to deliver the Service;
- resell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (for example, through wireless technology or other methods of networking), in whole or in part, directly or indirectly. The Service is for small business use only and you agree not to use the Service for operation as an Internet Service Provider (whether or not for profit);
- connect the NGN Fiber™ Equipment to any computer outside of your Premises;
- interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host; and
- accessing and using the Service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP unless you are subject to a Service plan that expressly permits you to do so.

Inappropriate Content and Transmissions
NGN Fiber™ reserves the right to refuse to transmit or post, and to remove or block, any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of this Policy, or otherwise harmful to the network or customers using the Service, regardless of whether this material or its dissemination is unlawful so long as it violates this Policy. Neither **NGN Fiber™** nor any of its affiliates, suppliers, or agents has any obligation to monitor transmissions or postings (including, but not limited to, e-mail, file transfer, blog, newsgroup, and instant message transmissions) made on the Service. However, **NGN Fiber™** and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this Policy and to disclose, block, or remove them in accordance with this Policy, and applicable law.

Network Management
NGN Fiber™, from time to time, may temporarily lower the priority of traffic for users who are the top contributors to current network congestion because bandwidth and network resources are not unlimited. Managing the network is essential as **NGN Fiber™** works to promote the use and enjoyment of the Internet by all of its customers. In fact, all large Internet service providers manage their networks. Many of them use the same or similar tools that **NGN Fiber™** does. If the company didn't manage its network, its customers would be subject to the negative effects of

spam, viruses, security attacks, network congestion, and other risks and degradations of service. By engaging in responsible network management including enforcement of this Policy, **NGN Fiber™** can deliver the best possible Service experience to all of its customers. **NGN Fiber™** reserves the right to suspend or terminate Service accounts where data consumption is not characteristic of a typical small business user of the Service as determined by the company in its sole discretion. Common activities that may cause excessive data consumption in violation of this Policy include, but are not limited to, numerous or continuous bulk transfers of files and other high-capacity traffic using (i) file transfer protocol ("FTP"), (ii) peer-to-peer applications, and (iii) application servers or resources to anyone not on your Premises LAN.

User Responsibility
It is Subscriber's responsibility to secure the Customer Equipment and any other Premises equipment or programs not provided by **NGN Fiber™** that connect to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion. In addition, you are also responsible for any use or misuse of the Service that violates this Policy, even if it was committed by an authorized or unauthorized friend, family member, or third-party with access to your Service account.

Enforcement
If you use the Service in violation of the restrictions referenced above, that is a violation of this Policy. In these cases, **NGN Fiber™** may, in its sole discretion, suspend or terminate your Service account or request that you subscribe to an appropriate version of the Service (such as dedicated bandwidth) if you wish to continue to use the Service at higher data consumption levels. The failure of **NGN Fiber™** or its suppliers to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

Subscriber Signature:

Date:

Lumpkin County, Georgia

Finance Department

Date: October 18, 2022

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, 2022.

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 $183,135.03 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 2022, the County received $33,893.75 in Title I funds which have been used to supplement road improvements.

Staff Recommendation: