



LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Agenda
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533

September 17, 2024
6:00 PM

- **CALL TO ORDER**
- **INVOCATION**
- **CONSIDERATION OF AGENDA**
- **PUBLIC COMMENTS (Agenda Specific)**
- **PROCLAMATIONS**
 1. Constitution Week Joint Proclamation ***Ratify***
- **CONSIDERATION OF MINUTES**
 2. Board of Commissioners - Work Session - August 6, 2024 4:00 PM
 3. Board of Commissioners - Public Hearing Proposed 2025 Budget - August 6, 2024 5:30 PM
 4. Board of Commissioners - Public Hearing Property Tax Increase - August 6, 2024 6:00 PM
 5. Board of Commissioners - Public Hearing Property Tax Increase - August 8, 2024 9:00 AM
 6. Board of Commissioners - Public Hearing Property Tax Increase - August 20, 2024 4:00 PM
 7. Board of Commissioners - Special Called Meeting Adopt Budget & Millage Rate - August 20, 2024 4:30 PM
 8. Board of Commissioners - Work Session II - August 20, 2024 5:30 PM
 9. Board of Commissioners - Regular Meeting - August 20, 2024 6:00 PM
- **RESOLUTIONS**
 10. 2024-40 Resolution to Establish a Native American Committee - *Ken Akins to Seat 1, Glenn Jones to Seat 2, Rhonda Bennett to Seat 3, Ross Shirley to Seat 4, Jeff Moran to Seat 5, Jimmy Anderson to Seat 6, Tamara Spike to Seat 7, and Steve Gooch to Seat 8, with terms ending 08/20/2025.*
 11. 2024-42 Designation of Jarrard & Davis, LLP and Brandon Delfunt to Prosecute Citations and/or Accusations with Respect to Violations of County Ordinances in Superior Court (*Assistant County Manager Rebecca Mincey*)
 12. 2024-43 Resolution to Proceed with the Issuance of Revenue Bonds & Other Purposes - 2026 SPLOST (*Finance Director Abby Branan*)
- **REPORTS**

County Department reports can be viewed on www.lumpkincounty.gov
- **ELECTED OFFICIALS**

- **CONTRACTS/AGREEMENTS**

13. 2024-072 Amendment to Financial Assistance Award CD-451, NTIA Broadband Infrastructure Program (*Assistant County Manager Rebecca Mincey*) **Ratify**
14. 2024-073 Unifirst Uniform Corporation Service Agreement - Public Works Department (*Fleet Manager Randy Allison*)
15. 2024-074 Certain Right of Way's Mowing MOU with White County (*County Manager Alan Ours*)
16. 2024-075 CivicClerk Agenda & Minute Software (*County Clerk Melissa Witcher*)
17. 2024-076 2024 LMIG Contract - Colditz Trucking Amendment #3 (*Special Projects Manager Charles Trammell*) **Ratify**

- **OTHER ITEMS**

18. Alcoholic Beverage License (Retail Beer/Wine Package Sales) to Roby Bryan Jewell for Publix Super Markets, Inc. (*County Clerk Melissa Witcher*)

- **COUNTY MANAGER**

- **ASSISTANT COUNTY MANAGER & DEPARTMENT HEADS**

- **COMMISSIONERS**

- **PUBLIC COMMENTS**

- **ADJOURNMENT**



Lumpkin County, Georgia

Board of Commissioners

Date: September 17, 2024

Agenda Item: Constitution Week Joint Proclamation ***Ratify***

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



Joint Proclamation

By
Lumpkin County
And
The City of Dahlonega



WHEREAS; September 17th, 2024 marks the two hundred thirty-seventh anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS; it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

WHEREAS; it is the duty and privilege of the American people to commemorate this occasion with the appropriate ceremonies and activities; and

WHEREAS; Public Law 915 guarantees the issuing of a Proclamation each year by the President of the United States of America designating the week of September 17th through 23rd as Constitution Week; and

NOW, THEREFORE, BE IT RESOLVED that the City of Dahlonega and Lumpkin County hereby proclaim the week of September 17th through the 23rd to be **Constitution Week 2024**, and urge all citizens to study the Constitution and reflect on the privilege of being an American, with all of the rights and responsibilities which that privilege involves.

Lumpkin County Georgia

City of Dahlonega

Chris Dockery, Chairman

JoAnne Taylor, Mayor

Attest:

Attest:

Melissa Witcher, County Clerk

Sarah Waters, Assistant City Clerk



Lumpkin County, Georgia

County Clerk

Date: September 17, 2024

Agenda Item: Board of Commissioners - Work Session - August 6, 2024 4:00 PM

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



LUMPKIN COUNTY
Board of Commissioners
Work Session Agenda
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533

August 6, 2024
4:00 PM

- **CALL TO ORDER**

- **PRESENTATIONS**

1. Certificates Honoring Lumpkin County Park and Rec Swim Team State Champions and Individual Champion
2. Historical Society Presentation - *Janet Barger*
3. Certificate of Excellence to Fire/EMS Personnel - Travis McBee, Michael Joiner, and Travares Gordon (*Regular Meeting*)
4. NOA Presentation - *Megan Chavula*

- **MINUTES**

5. Board of Commissioners - Work Session - July 2, 2024 4:00 PM
6. Board of Commissioners - Work Session II - July 16, 2024 5:30 PM
7. Board of Commissioners - Regular Meeting - July 16, 2024 6:00 PM
8. Board of Commissioners - Special Called Work Session - July 19, 2024 1:00 PM

- **RESOLUTIONS**

9. 2024-33 Appoint Members to Joint Development Authority - *Robb Nichols to Seat 1, and Charles "Chuck" Jones to Seat 3, both with terms expiring 12/31/2026 and Henry Davis to Seat 2, and Mac McConnell to Seat 4, both with terms expiring 12/31/2024*
10. 2024-34 Appoint Member to the Board of Elections & Registration - *Britanni Conner to Seat 5, with a term expiring 12/31/2026*
11. 2024-35 Appoint Member to the Planning Commission - *--- to Seat 5, with a term expiring 8/27/2028.*
12. 2024-36 August Surplus Property (*Finance Director Abby Branan*)

- **CONTRACTS/AGREEMENTS**

13. 2024-064 2024 LMIG Contract Amendment - Colditz Trucking (*Special Projects Manager Charles Trammell*)
14. 2024-065 Loan of Tractor for Display in the Administration Building Lobby (*Director of Operations Ashley Peck*)
15. 2024-066 Ninth District Opportunity Inc. Lease - Head Start Building (*Director of Operations Ashley Peck*)
16. 2024-067 CTC Technology & Energy Professional Consulting Contract Amendment 2 (*Assistant County Manager Rebecca Mincey*)
17. 2023-068 Mark Robinson Hauling, Inc. - Recycling & Transfer Station Lease Agreement Amendment #4 (*County Manager Alan Ours*)
18. 2024-069 Yahoola Creek Park Baseball/Softball Fields 5, 7, 8, 9, &10 Upgrades Scope Change - Gordian Contract (*Director of Operations Ashley Peck*)

- **OTHER ITEMS**

19. Voting Delegate – Legislative Leadership Conference (*County Clerk Melissa Witcher*)
20. 2014 SPLOST 2024 Work Plan Amendment (*Finance Director Abby Branan*)
21. Yahoola Creek Reservoir Access, Parking and Improvements Update (*County Manager Alan Ours*)
22. New Recycling Area Construction Documents/Plan Located at Transfer Station (*Director of Operations Ashley Peck*)

- **COUNTY MANAGER**

- **COUNTY ATTORNEY**

- **COMMISSIONERS**

- **PUBLIC COMMENT (Agenda Specific)**

- **ADJOURNMENT**

LUMPKIN COUNTY
Board of Commissioners
Work Session Minutes
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533



August 6, 2024
4:00 PM

CALL TO ORDER

The meeting was called to order at 4:01 pm. Present were Chairman Chris Dockery and Commissioners Tucker Greene, Bobby Mayfield, Rhett Stringer, and Jeff Moran.

PRESENTATIONS

1. Certificates Honoring Lumpkin County Park and Rec Swim Team State Champions and Individual Champion

10 U Mixed 100yd Freestyle Relay - Ryelee Brown, Flynn Seabolt, Belle Blazek, Elliott Brown

12U Boys 200yd Medley Relay - Dalton Kenimer, Caleb Brown, Cameron Walden, Eli Turk

14U Mixed Medley and Freestyle Relay State Champions - Cole Smith, Elijah Duffie, Amelia Turk, Madison Barrick

10U 25yd Backstroke - Ryelee Brown Individual Champion

2. Historical Society Presentation - Janet Barger

3. Certificate of Excellence to Fire/EMS Personnel - Travis McBee, Michael Joiner, and Travares Gordon (Regular Meeting)

4. NOA Presentation - Megan Chavula

MINUTES

5. Board of Commissioners - Work Session - July 2, 2024 4:00 PM

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8. Board of Commissioners - Special Called Work Session - July 19, 2024 1:00 PM

RESOLUTIONS

9. 2024-33 Appoint Members to Joint Development Authority - Robb Nichols to Seat 1, and Charles "Chuck" Jones to Seat 3, both with terms expiring 12/31/2026 and Henry Davis to Seat 2, and Mac McConnell to Seat 4, both with terms expiring 12/31/2024

10. 2024-34 Appoint Member to the Board of Elections & Registration - Britanni Conner to Seat 5, with a term expiring 12/31/2026

11. 2024-35 Appoint Member to the Planning Commission - --- to Seat 5, with a term expiring 8/27/2028.

12. 2024-36 August Surplus Property (Finance Director Abby Branan)

Consideration of list of County inventory items to be declared surplus.

Commissioner Stringer commented on a piece of equipment that had been sitting unused at the Road Department for seven years after being replaced by the unit currently in use. He said we wouldn't treat something we had purchased this way, and he hopes it will stop.

CONTRACTS/AGREEMENTS

13. 2024-064 2024 LMIG Contract Amendment - Colditz Trucking (Special Projects Manager Charles Trammell)

An amendment to add 5 county roads to our existing LMIG contract.

14. 2024-065 Loan of Tractor for Display in the Administration Building Lobby (Director of Operations Ashley Peck)

Loan of Tractor for Display in the Administration Building Lobby

Work Session
August 6, 2024

15. 2024-066 Ninth District Opportunity Inc. Lease - Head Start Building (Director of Operations Ashley Peck)
Recommendation regarding the approval of the lease renewal with Ninth District Opportunity, Inc. (NDO) to operate the Lumpkin County Head Start Program in a county facility

16. 2024-067 CTC Technology & Energy Professional Consulting Contract Amendment 2 (Assistant County Manager Rebecca Mincey)

The amendment extends the existing contract with CTC Technology & Energy through June 30, 2025, which is the end date of the NTIA grant period of performance.

Assistant County Manager Rebecca Mincey said she will need to inform the vendor if the BOC does not want to use them.

17. 2023-068 Mark Robinson Hauling, Inc. - Recycling & Transfer Station Lease Agreement Amendment #4 (County Manager Alan Ours)

Request by Mark Robinson to Increase the Current Per Ton Charge at the Transfer Station from \$55.00 to \$58.00.

18. 2024-069 Yahoola Creek Park Baseball/Softball Fields 5, 7, 8, 9, &10 Upgrades Scope Change - Gordian Contract (Director of Operations Ashley Peck)

Consideration of the contract with Gordian and scope change for baseball/softball fields 5,7, 8, 9, 10.

Commissioner Stringer asked what is the ongoing cost of watering, and if any of the fields are irrigated now. Ashley Peck said the cloverleaf fields do have an irrigation system but it is inoperable. She is unsure of what the operating cost will be, but she can obtain some information by the next meeting.

OTHER ITEMS

19. Voting Delegate – Legislative Leadership Conference (County Clerk Melissa Witcher)

This is to choose a BOC voting delegate to cast its county's vote on matters at the ACCG Legislative Leadership Conference.

20. 2014 SPLOST 2024 Work Plan Amendment (Finance Director Abby Branan)

Request to amend the 2014 SPLOST 2024 Work Plan.

21. Yahoola Creek Reservoir Access, Parking and Improvements Update (County Manager Alan Ours)

Reservoir Project Update

Mr. Ours said the County has been working with County Surveyor John Gaston to better define the schematic design for improvements at our property at Rock House Road. We have a preliminary design including parking, a pavilion, restrooms, access to the trailhead, and a walking track. If the BOC approves, we can proceed to the next step and have another meeting of the Reservoir Committee.

Commissioner Mayfield said the large tree that he and Dr. Conner looked at will not be removed. It will be integrated into the plan.

Chairman Dockery said he would like to recognize the Cherokee at this park, and we might be able to involve the university's Appalachian Studies department, the Lumpkin County Historical Society, and the Eastern Band of Cherokee Indians. He said the additional parking would relieve some of the pressure at the current gravel parking lots for the Reservoir, which are often so crowded that it is unsafe to pull in or out. The Chairman stated there are no immediate plans to develop this land, but they cannot control what a future Board does many years from now. We are carrying out what the majority of citizens indicated they wanted during the community input sessions for the Reservoir Master Plan.

22. New Recycling Area Construction Documents/Plan Located at Transfer Station (Director of Operations Ashley Peck)

Consideration of construction documents/plan for the new recycling area at the transfer station.

Ms. Peck said staff is still reviewing the documents from the engineer, but it does include the two requested modifications, including changing the dumpster site to concrete and placing a building for staff at the site. After the Board reviews the documents, we will need to send them to EPD for approval. Commissioner Greene asked if the plan included a cover for the area, but Ms. Peck said it did not. Chairman Dockery said we want to verify that it will be successful before we invest in a cover.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Mayfield said it has been good to see all of the kids returning to school.

PUBLIC COMMENT (Agenda Specific)

Sheriff Jarrard brought up the issue of building a long-range firing range for the LCSO, which had been discussed at previous BOC meetings. At one point in time, there had been discussions of locating the range at Blackburn Park. Sheriff Jarrard asked if this was still a possibility or if it could be brought back into discussions. Chairman Dockery said if he recalls correctly, the idea of locating it at Blackburn Park was shelved due to our Land Use regulations and the proximity of housing. There might be some suitable land owned by GDOT near Hightower Road, he noted. The Sheriff said he would like to get together to discuss it.

Sheriff Jarrard praised NOA (No One Alone) for their excellent work in helping women out of domestic violence situations, and he said their efforts have saved lives. He also shared that September 10 and 12 will be the hunter safety course offered by the LCSO.

Mayor JoAnne Taylor shared with everyone that the City of Dahlonega has purchased the old Ace Hardware property on Highway 19 North, and they intend to move their automotive shop there. They also are in preliminary discussions with GDOT to have them co-locate there with the City, which will help relieve some of the traffic burden on Morrison Moore Parkway. Mayor Taylor said she would appreciate any support the County can offer to help get GDOT moved over there. Chairman Dockery said that is wonderful news and said we will be glad to help.

Citizen Jim Craig asked some clarifying questions about the Rock House Road parking lot, specifically, about the vegetative buffer zone and what kind of vegetation that would entail. Chairman Dockery said it is still to be decided, but we would like to be good neighbors to the property owners adjacent to the parcel.

An unnamed citizen asked about soil compaction testing at the landfill/transfer station. Chairman Dockery said he is unsure if recent testing has been performed, but these plans for a recycling center would not be on top of the old landfill cap. The proximity to the cap is why we have to obtain approval from the EPD. The citizen said he would hate to see money wasted on the site if the soil isn't sufficiently compacted for the plans.

Megan Chuvala shared that on September 28, No One Alone will be hosting a 5k in Dawson County to assist in fundraising for a new shelter.

A citizen who gave only her first name, Trina, asked where she could find more information about the ball fields contract. Chairman Dockery explained to her how she could find the documents on the County's website.

ADJOURNMENT

The meeting was adjourned at 5:03 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

County Clerk

Date: September 17, 2024

Agenda Item: Board of Commissioners - Public Hearing Proposed 2025 Budget - August 6, 2024 5:30 PM

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



LUMPKIN COUNTY
Board of Commissioners
Public Hearing Agenda
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533

August 6, 2024
5:30 PM

- **CALL TO ORDER**
- **PUBLIC COMMENT ON PROPOSED 2025 BUDGET**
- **ADJOURNMENT**

LUMPKIN COUNTY
Board of Commissioners
Public Hearing Minutes
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533



August 6, 2024
5:30 PM

CALL TO ORDER

The meeting was called to order at 5:33 pm. Present were Chairman Chris Dockery and Commissioners Tucker Greene, Bobby Mayfield, Rhett Stringer, and Jeff Moran.

PUBLIC COMMENT ON PROPOSED 2025 BUDGET

There were no public comments.

ADJOURNMENT

The meeting was adjourned at 5:34 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

County Clerk

Date: September 17, 2024

Agenda Item: Board of Commissioners - Public Hearing Property Tax Increase - August 6, 2024 6:00 PM

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



LUMPKIN COUNTY
Board of Commissioners
Public Hearing Agenda
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533

August 6, 2024
6:00 PM

- **Call to Order**
- **Public Comment on Property Tax Increase**
- **Adjournment**



Lumpkin County, Georgia

County Clerk

Date:

September 17, 2024

Agenda Item:

Board of Commissioners - Public Hearing Property Tax Increase - August 8, 2024 9:00 AM

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:



LUMPKIN COUNTY
Board of Commissioners
Public Hearing Agenda
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533

August 8, 2024
9:00 AM

- **Call to Order**
- **Public Comment on Property Tax Increase**
- **Adjournment**



Lumpkin County, Georgia

County Clerk

Date:

September 17, 2024

Agenda Item:

Board of Commissioners - Public Hearing Property Tax Increase - August 20, 2024 4:00 PM

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:



LUMPKIN COUNTY
Board of Commissioners
Public Hearing Agenda
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533

August 20, 2024
4:00 PM

- **Call to Order**
- **Public Comment on Property Tax Increase**
- **Adjournment**

LUMPKIN COUNTY
Board of Commissioners
Public Hearing Minutes
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533



August 20, 2024
4:00 PM

Call to Order

The meeting was called to order at 4:02 pm. Present were Chairman Chris Dockery and Commissioners Tucker Greene, Bobby Mayfield, and Jeff Moran. Commissioner Rhett Stringer arrived at 4:04 pm.

Public Comment on Property Tax Increase

Citizen Ron Larson, 38 Cavender Run, came to comment on the insurance premium tax and why the millage rate is different for citizens in the City of Dahlonega. He said the Commissioners have several options on how to use these funds, and he said they could use it to equalize the millage rate between the unincorporated and incorporated parts of the County. Mr. Larson said he doesn't understand what the difference is and why the City residents are charged more. Over 90% of the cities and counties in Georgia have the same rate, he stated. The financial impact to the City citizens is about 2 mills, or about \$600,000.

Chairman Dockery said the insurance premium tax was put into place at the State level to reduce property taxes, and it goes to fire protection. The tax collected within the City goes to the City, and the tax collected within the unincorporated County goes to the County. The law is very specific in how we can apply the funds from the insurance premium tax, he explained. Since we do not have a "pure" Fire Department and it is blended with EMS, we legally cannot apply the funds for fire protection. Instead, it is used to roll back property taxes. It is not that the City residents are paying more, it is that they are not benefitting from the insurance premium tax. Chairman Dockery said he does not know what the City does with their funds from the tax.

Mr. Larson said there are other uses besides fire protection listed in O.C.G.A. 33- 8-8.3, and he listed out the possible uses. He said he finds it unusual that 90% of the cities and counties in Georgia have figured out a way to balance the millage rate equally. Chairman Dockery said the City could choose to use their funds to roll back taxes within the incorporated portion so it would match the County. He said he is not in favor of raising our millage rate to use that money for something else within the County, and he urged Mr. Larson to speak with the City Council about how they spend their portion.

Adjournment

The meeting was adjourned at 4:10 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

County Clerk

Date:

September 17, 2024

Agenda Item:

Board of Commissioners - Special Called Meeting Adopt Budget & Millage Rate -
August 20, 2024 4:30 PM

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:



LUMPKIN COUNTY
Board of Commissioners
Special Called Meeting Agenda
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533

August 20, 2024
4:30 PM

- **CALL TO ORDER**
- **CONSIDERATION OF AGENDA**
- **RESOLUTIONS**
 - 2024-37 Resolution to Establish the 2025 Budget (*Finance Director Abby Branan*)
 - 2024-38 Resolution to Establish the 2024 Ad Valorem Tax Millage Rate (*Finance Director Abby Branan*)
- **ADJOURNMENT**

LUMPKIN COUNTY
Board of Commissioners
Special Called Meeting Minutes
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533



August 20, 2024
4:30 PM

CALL TO ORDER

The meeting was called to order at 4:31 pm. Present were Chairman Chris Dockery and Commissioners Tucker Greene, Bobby Mayfield, Rhett Stringer, and Jeff Moran.

CONSIDERATION OF AGENDA

Motion: Commissioner Stringer moved to approve the agenda and was seconded by Commissioner Mayfield. The motion was approved unanimously.

RESOLUTIONS

2024-37 Resolution to Establish the 2025 Budget (Finance Director Abby Branan)

Motion: Commissioner Mayfield moved to approve the resolution and was seconded by Commissioner Moran. The motion was approved unanimously.

2024-38 Resolution to Establish the 2024 Ad Valorem Tax Millage Rate (Finance Director Abby Branan)

Chairman Dockery read aloud a letter from Lumpkin County Schools Superintendent Sharon Head. He then read aloud the proposed Resolution.

Motion: Commissioner Mayfield moved to approve the resolution and was seconded by Commissioner Greene. The motion was approved unanimously.

ADJOURNMENT

Motion: Commissioner Mayfield moved to adjourn the meeting and was seconded by Commissioner Greene. The motion was approved unanimously.

Meeting adjourned at 4:39 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

County Clerk

Date: September 17, 2024

Agenda Item: Board of Commissioners - Work Session II - August 20, 2024 5:30 PM

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



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

August 20, 2024
5:30 PM

- **CALL TO ORDER**
- **PRESENTATIONS**
 1. Certificate of Excellence to Fire/EMS Personnel - Travis McBee, Michael Joiner, and Travares Gordon (*Regular Meeting*)
- **CONSIDERATION OF MINUTES**
 2. Board of Commissioners - Work Session - July 2, 2024 4:00 PM
 3. Board of Commissioners - Work Session II - July 16, 2024 5:30 PM
 4. Board of Commissioners - Regular Meeting - July 16, 2024 6:00 PM
 5. Board of Commissioners - Special Called Work Session - July 19, 2024 1:00 PM
- **RESOLUTIONS**
 6. 2024-33 Appoint Members to Joint Development Authority - *Robb Nichols to Seat 1, and Charles "Chuck" Jones to Seat 3, both with terms expiring 12/31/2026 and Henry Davis to Seat 2, and Mac McConnell to Seat 4, both with terms expiring 12/31/2024*
 7. 2024-34 Appoint Member to the Board of Elections & Registration - *Brittani Conner to Seat 5, with a term expiring 12/31/2026*
 8. 2024-35 Appoint Member to the Planning Commission - *Trevor Eudy to Seat 5, with a term expiring 8/27/2028.*
 9. 2024-36 August Surplus Property (*Finance Director Abby Branan*)
 10. 2024-39 Update the Lumpkin County Fee Schedule - Reduce Water Park Admission Fee (*Assistant County Manager Rebecca Mincey*)
- **CONTRACTS/AGREEMENTS**
 11. 2024-066 2024 LMIG Contract Amendment - Colditz Trucking (*Special Projects Manager Charles Trammell*)
 12. 2024-067 Loan of Tractor for Display in the Administration Building Lobby (*Director of Operations Ashley Peck*)
 13. 2024-068 Ninth District Opportunity Inc. Lease - Head Start Building (*Director of Operations Ashley Peck*)
 14. 2024-069 CTC Technology & Energy Professional Consulting Contract Amendment 2 (*Assistant County Manager Rebecca Mincey*)
 15. 2023-070 Mark Robinson Hauling, Inc. - Recycling & Transfer Station Lease Agreement Amendment #4 (*County Manager Alan Ours*)

16. 2024-071 Yahooola Creek Park Baseball/Softball Fields 5, 7, 8, 9, &10 Upgrades Scope Change - Gordian Contract (*Director of Operations Ashley Peck*)

- **OTHER ITEMS**

17. Voting Delegate – Legislative Leadership Conference (*County Clerk Melissa Witcher*)
18. 2014 SPLOST 2024 Work Plan Amendment (*Finance Director Abby Branan*)
19. Yahooola Creek Reservoir Access, Parking and Improvements Update (*County Manager Alan Ours*)
20. New Recycling Area Construction Documents/Plan Located at Transfer Station (*Director of Operations Ashley Peck*)

- **COUNTY MANAGER**

- **ASSISTANT COUNTY MANAGER & DEPARTMENT HEADS**

- **COMMISSIONERS**

- **PUBLIC COMMENT (Agenda Specific)**

- **ADJOURNMENT**

LUMPKIN COUNTY
Board of Commissioners
Work Session II Minutes
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533



August 20, 2024
5:30 PM

CALL TO ORDER

The meeting was called to order at 5:32 pm. Present were Chairman Chris Dockery and Commissioners Tucker Greene, Bobby Mayfield, Rhett Stringer, and Jeff Moran.

PRESENTATIONS

1. Certificate of Excellence to Fire/EMS Personnel - Travis McBee, Michael Joiner, and Travares Gordon (Regular Meeting)

CONSIDERATION OF MINUTES

2. Board of Commissioners - Work Session - July 2, 2024 4:00 PM

3. Board of Commissioners - Work Session II - July 16, 2024 5:30 PM

4. Board of Commissioners - Regular Meeting - July 16, 2024 6:00 PM

5. Board of Commissioners - Special Called Work Session - July 19, 2024 1:00 PM

RESOLUTIONS

6. 2024-33 Appoint Members to Joint Development Authority - Robb Nichols to Seat 1, and Charles "Chuck" Jones to Seat 3, both with terms expiring 12/31/2026 and Henry Davis to Seat 2, and Mac McConnell to Seat 4, both with terms expiring 12/31/2024

7. 2024-34 Appoint Member to the Board of Elections & Registration - Britanni Conner to Seat 5, with a term expiring 12/31/2026

8. 2024-35 Appoint Member to the Planning Commission - Trevor Eudy to Seat 5, with a term expiring 8/27/2028.

9. 2024-36 August Surplus Property (Finance Director Abby Branan)

Consideration of list of County inventory items to be declared surplus.

10. 2024-39 Update the Lumpkin County Fee Schedule - Reduce Water Park Admission Fee (Assistant County Manager Rebecca Mincey)

Proposed reduction of admission fee to the Pinetree Recreation Center water park on days when portions of the water park are closed to the public.

CONTRACTS/AGREEMENTS

11. 2024-066 2024 LMIG Contract Amendment - Colditz Trucking (Special Projects Manager Charles Trammell)

An amendment to add 5 county roads to our existing LMIG contract.

12. 2024-067 Loan of Tractor for Display in the Administration Building Lobby (Director of Operations Ashley Peck)

Loan of Tractor for Display in the Administration Building Lobby

13. 2024-068 Ninth District Opportunity Inc. Lease - Head Start Building (Director of Operations Ashley Peck)

Recommendation regarding the approval of the lease renewal with Ninth District Opportunity, Inc. (NDO) to operate the Lumpkin County Head Start Program in a county facility

14. 2024-069 CTC Technology & Energy Professional Consulting Contract Amendment 2 (Assistant County Manager Rebecca Mincey)

The amendment extends the existing contract with CTC Technology & Energy through June 30, 2025, which is end date of the NTIA grant period of performance.

Work Session II
August 20, 2024

15. 2023-070 Mark Robinson Hauling, Inc. - Recycling & Transfer Station Lease Agreement Amendment #4 (County Manager Alan Ours)

Request by Mark Robinson to Increase the Current Per Ton Charge at the Transfer Station from \$55.00 to \$58.00

16. 2024-071 Yahoola Creek Park Baseball/Softball Fields 5, 7, 8, 9, &10 Upgrades Scope Change - Gordian Contract (Director of Operations Ashley Peck)

Consideration of the contract with Gordian and scope change for baseball/softball fields 5,7, 8, 9, 10.

Ms. Peck said the cost of irrigating Field 5 for one year would approximately be \$742.

OTHER ITEMS

17. Voting Delegate – Legislative Leadership Conference (County Clerk Melissa Witcher)

This is to choose a BOC voting delegate to cast its county's vote on matters at the ACCG Legislative Leadership Conference.

18. 2014 SPLOST 2024 Work Plan Amendment (Finance Director Abby Branan)

Request to amend the 2014 SPLOST 2024 Work Plan.

Ms. Branan said the flooring quote provided in the first work session expired, so they had to obtain a new one. It will be a \$984 increase over the first quote.

19. Yahoola Creek Reservoir Access, Parking and Improvements Update (County Manager Alan Ours)

Chairman Dockery said we will put together a committee next month to help with this.

20. New Recycling Area Construction Documents/Plan Located at Transfer Station (Director of Operations Ashley Peck)

Consideration of construction documents/plan for the new recycling area at the transfer station.

Ms. Peck said staff has reviewed the plan and they recommend to change the center portion of the loop road to concrete rather than gravel. This will make it easier for large trucks to turn around. The current cost estimate is \$500,000 for the plan. Commissioner Mayfield said he was glad for the versatility of the plan so it can be modified in the future.

COUNTY MANAGER

Mr. Ours said staff at Pinetree Recreation Center is putting together a family fun day for Labor Day weekend, and they plan to have activities and refreshments. They plan to keep the pool open as long as weather permits. Chairman Dockery said we should put out a suggestion box during the event so citizens can provide feedback on what they would change or do better for the next pool season.

ASSISTANT COUNTY MANAGER & DEPARTMENT HEADS

COMMISSIONERS

Commissioner Mayfield complimented Park & Rec Manager Tim Towe on his employees.

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

The meeting was adjourned at 5:44 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County

Work Session II
August 20, 2024



Lumpkin County, Georgia

County Clerk

Date: September 17, 2024

Agenda Item: Board of Commissioners - Regular Meeting - August 20, 2024 6:00 PM

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Agenda
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533

August 20, 2024
6:00 PM

- **CALL TO ORDER**
- **INVOCATION**
- **CONSIDERATION OF AGENDA**
- **PRESENTATIONS**
 1. Certificate of Excellence to Fire/EMS Personnel - Travis McBee, Michael Joiner, and Travares Gordon
- **PUBLIC COMMENTS (Agenda Specific)**
- **CONSIDERATION OF MINUTES**
 2. Board of Commissioners - Work Session - July 2, 2024 4:00 PM
 3. Board of Commissioners - Work Session II - July 16, 2024 5:30 PM
 4. Board of Commissioners - Regular Meeting - July 16, 2024 6:00 PM
 5. Board of Commissioners - Special Called Work Session - July 19, 2024 1:00 PM
- **RESOLUTIONS**
 6. 2024-33 Appoint Members to Joint Development Authority - *Robb Nichols to Seat 1, and Charles "Chuck" Jones to Seat 3, both with terms expiring 12/31/2026 and Henry Davis to Seat 2, and Mac McConnell to Seat 4, both with terms expiring 12/31/2024*
 7. 2024-34 Appoint Member to the Board of Elections & Registration - *Brittani Conner to Seat 5, with a term expiring 12/31/2026*
 8. 2024-35 Appoint Member to the Planning Commission - *Trevor Eudy to Seat 5, with a term expiring 8/27/2028.*
 9. 2024-36 August Surplus Property (*Finance Director Abby Branan*)
 10. 2024-39 Update the Lumpkin County Fee Schedule - Reduce Water Park Admission Fee (*Assistant County Manager Rebecca Mincey*)
- **REPORTS**

County Department reports can be viewed on www.lumpkincounty.gov
- **ELECTED OFFICIALS**
- **CONTRACTS/AGREEMENTS**
 11. 2024-066 2024 LMIG Contract Amendment - Colditz Trucking (*Special Projects Manager Charles Trammell*)

12. 2024-067 Loan of Tractor for Display in the Administration Building Lobby (*Director of Operations Ashley Peck*)
 13. 2024-068 Ninth District Opportunity Inc. Lease - Head Start Building (*Director of Operations Ashley Peck*)
 14. 2024-069 CTC Technology & Energy Professional Consulting Contract Amendment 2 (*Assistant County Manager Rebecca Mincey*)
 15. 2023-070 Mark Robinson Hauling, Inc. - Recycling & Transfer Station Lease Agreement Amendment #4 (*County Manager Alan Ours*)
 16. 2024-071 Yahoola Creek Park Baseball/Softball Fields 5, 7, 8, 9, &10 Upgrades Scope Change - Gordian Contract (*Director of Operations Ashley Peck*)
- **OTHER ITEMS**
 17. Voting Delegate – Legislative Leadership Conference (*County Clerk Melissa Witcher*)
 18. 2014 SPLOST 2024 Work Plan Amendment (*Finance Director Abby Branan*)
 19. Yahoola Creek Reservoir Access, Parking and Improvements Update (*County Manager Alan Ours*)
 20. New Recycling Area Construction Documents/Plan Located at Transfer Station (*Director of Operations Ashley Peck*)
 - **COUNTY MANAGER**
 - **ASSISTANT COUNTY MANAGER & DEPARTMENT HEADS**
 - **COMMISSIONERS**
 - **PUBLIC COMMENTS**
 - **ADJOURNMENT**

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Minutes
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533



August 20, 2024
6:00 PM

CALL TO ORDER

The meeting was called to order at 6:00 pm. Present were Chairman Chris Dockery and Commissioners Tucker Greene, Bobby Mayfield, Rhett Stringer, and Jeff Moran.

INVOCATION

Chairman Dockery gave the invocation, which was followed by the Pledge of Allegiance.

CONSIDERATION OF AGENDA

***Motion:** Commissioner Stringer moved to approve the agenda and was seconded by Commissioner Mayfield. The motion was approved unanimously.*

PRESENTATIONS

1. Certificate of Excellence to Fire/EMS Personnel - Travis McBee, Michael Joiner, and Travares Gordon

PUBLIC COMMENTS (Agenda Specific)

CONSIDERATION OF MINUTES

2. Board of Commissioners - Work Session - July 2, 2024 4:00 PM

3. Board of Commissioners - Work Session II - July 16, 2024 5:30 PM

4. Board of Commissioners - Regular Meeting - July 16, 2024 6:00 PM

5. Board of Commissioners - Special Called Work Session - July 19, 2024 1:00 PM

***Motion:** Commissioner Moran moved to approve the minutes by acclamation and was seconded by Commissioner Greene. The motion was approved unanimously.*

RESOLUTIONS

6. 2024-33 Appoint Members to Joint Development Authority - Robb Nichols to Seat 1, and Charles "Chuck" Jones to Seat 3, both with terms expiring 12/31/2026 and Henry Davis to Seat 2, and Mac McConnell to Seat 4, both with terms expiring 12/31/2024

***Motion:** Chairman Dockery moved to appoint the nominees by acclamation and was seconded by Commissioner Mayfield. The motion was approved unanimously.*

7. 2024-34 Appoint Member to the Board of Elections & Registration - Brittani Conner to Seat 5, with a term expiring 12/31/2026

***Motion:** Chairman Dockery moved to appoint Brittani Conner to Seat 5 with a term expiring 12/31/2026. His motion was seconded by Commissioner Moran, which was approved and carried.*

8. 2024-35 Appoint Member to the Planning Commission - Trevor Eudy to Seat 5, with a term expiring 8/27/2028.

***Motion:** Chairman Dockery moved to appoint Trevor Eudy to Seat 5 with a term expiring 8/7/2028. His motion was seconded by Commissioner Greene, which was approved unanimously.*

Regular Meeting
August 20, 2024

9. 2024-36 August Surplus Property (Finance Director Abby Branan)

Consideration of list of County inventory items to be declared surplus.

Motion: Commissioner Stringer moved to approve the resolution and was seconded by Commissioner Moran. The motion was approved unanimously.

10. 2024-39 Update the Lumpkin County Fee Schedule - Reduce Water Park Admission Fee (Assistant County Manager Rebecca Mincey)

Proposed reduction of admission fee to the Pinetree Recreation Center water park on days when portions of the water park are closed to the public.

Motion: Commissioner Greene moved to approve the resolution and was seconded by Commissioner Stringer. The motion was approved unanimously.

REPORTS

County Department reports can be viewed on www.lumpkincounty.gov

ELECTED OFFICIALS

Sheriff Stacy Jarrard said the LCSO Hunter Safety course will be from 6:00 - 9:00 pm on September 10 and 12. The annual LCSO Gun Show will be on the second weekend of October at StruXure behind Chestatee Ford.

CONTRACTS/AGREEMENTS

11. 2024-066 2024 LMIG Contract Amendment - Colditz Trucking (Special Projects Manager Charles Trammell)

An amendment to add 5 county roads to our existing LMIG contract.

Motion: Commissioner Stringer moved to approve the contract amendment and was seconded by Commissioner Mayfield. The motion was approved unanimously.

12. 2024-067 Loan of Tractor for Display in the Administration Building Lobby (Director of Operations Ashley Peck)

Loan of Tractor for Display in the Administration Building Lobby.

Motion: Commissioner Moran moved to approve the agreement and was seconded by Commissioner Greene. The motion was approved unanimously.

13. 2024-068 Ninth District Opportunity Inc. Lease - Head Start Building (Director of Operations Ashley Peck)

Recommendation regarding the approval of the lease renewal with Ninth District Opportunity, Inc. (NDO) to operate the Lumpkin County Head Start Program in a county facility.

Motion: Commissioner Greene moved to approve the lease and was seconded by Commissioner Moran. The motion was approved unanimously.

14. 2024-069 CTC Technology & Energy Professional Consulting Contract Amendment 2 (Assistant County Manager Rebecca Mincey)

The amendment extends the existing contract with CTC Technology & Energy through June 30, 2025, which is end date of the NTIA grant period of performance.

Motion: Commissioner Stringer moved to approve the contract amendment.

Motion: Commissioner Stringer amended his motion to approve course of action C, which is to not approve the amendment. His motion was seconded by Commissioner Mayfield, and it was approved unanimously.

15. 2023-070 Mark Robinson Hauling, Inc. - Recycling & Transfer Station Lease Agreement Amendment #4 (County Manager Alan Ours)

Request by Mark Robinson to Increase the Current Per Ton Charge at the Transfer Station from \$55.00 to \$58.00

Motion: Commissioner Moran moved to approve the contract amendment and was seconded by Commissioner Stringer. The motion was approved unanimously.

16. 2024-071 Yahoola Creek Park Baseball/Softball Fields 5, 7, 8, 9, &10 Upgrades Scope Change - Gordian Contract (Director of Operations Ashley Peck)

Consideration of the contract with Gordian and scope change for baseball/softball fields 5,7, 8, 9, 10.

Motion: Commissioner Greene moved to approve the agreement and was seconded by Commissioner Mayfield. The motion was approved unanimously.

OTHER ITEMS

17. Voting Delegate – Legislative Leadership Conference (County Clerk Melissa Witcher)

This is to choose a BOC voting delegate to cast its county's vote on matters at the ACCG Legislative Leadership Conference.

Motion: Commissioner Mayfield moved to nominate Chairman Dockery as the voting delegate. His motion was seconded by Commissioner Greene, and it was approved unanimously.

18. 2014 SPLOST 2024 Work Plan Amendment (Finance Director Abby Branan)

Request to amend the 2014 SPLOST 2024 Work Plan.

Motion: Commissioner Stringer moved to approve the amendment and was seconded by Commissioner Moran. The motion was approved and carried.

19. Yahoola Creek Reservoir Access, Parking and Improvements Update (County Manager Alan Ours)

Reservoir Project Update and Preliminary Plan.

Motion: Commissioner Greene moved to approve the preliminary plan and was seconded by Commissioner Stringer. The motion was approved and carried.

20. New Recycling Area Construction Documents/Plan Located at Transfer Station (Director of Operations Ashley Peck)

Consideration of construction documents/plan for the new recycling area at the transfer station.

Motion: Commissioner Moran moved to approve the plan with the change of making the center loop concrete instead of gravel. His motion was seconded by Commissioner Greene, and it was approved unanimously.

COUNTY MANAGER

ASSISTANT COUNTY MANAGER & DEPARTMENT HEADS

COMMISSIONERS

Chairman Dockery gave a reminder about the upcoming Lumpkin 101 course, which will be offered for free beginning September 9th.

PUBLIC COMMENTS

There was a brief recess from 6:28 to 6:36 pm.

Laura Hendrix of 291 Little Bear Trail read aloud a statement from Stephanie Kaufman, who could not be present at the meeting. In her statement, Ms. Kaufman discussed her frustrations with Iron Mountain Park for the last five years, and she iterated how she and her neighbors had sent in numerous videos, pictures, emails, calls, and complaints to the County. Additionally, they have sent in recommendations from other ATV parks on how safety, pollution, erosion, and employee conduct could be improved at Iron Mountain. In her statement, Ms. Kaufman said she was informed that all of her documents had been sent to the County Attorney for review. We have waited for months; where is the final report from counsel? Did the material get reviewed? Ms. Kaufman expressed her frustration with seemingly no answers from the County.

Ms. Hendrix continued to read through Ms. Kaufman's statement. Recently they learned that Ms. Mincey, who is in charge of the Planning Department, has been tasked with developing a prioritized list of corrective actions regarding IMP to present to the Commissioners. Ms. Kaufman asked if the County Attorney helped develop this, or did Ms. Mincey develop it by herself? As it is the citizens who are impacted by Mr. Stansberry's flagrant violations of the SLUA, said Ms. Kaufman, the citizens of the community must be involved in the process. The citizens would like to hear the decision that

Regular Meeting

August 20, 2024

3

led to the prioritization of concerns leading to possible corrective actions. Ms. Kaufman said she remembers when the amplified noise ordinance was under consideration. A committee including citizens was formed and the issues were discussed. Citizens helped to form the ordinance, and we want the same opportunity. Ms. Kaufman said she sent in the article about the two deaths at IMP this past weekend. She stated the main reason she sent it in was not to inform the Commissioners of what had happened, but so you could see the comments of your constituents. They hold you, the BOC, responsible for the lax conditions at IMP. Ms. Kaufman's statement concluded with her request for a committee created of citizens and staff to develop a comprehensive plan that we can live with as we move forward.

Ms. Hendrix then moved on to her own comments. She said it was very loud last weekend, and she played three recordings of loud ATV noises that she took right behind her house. She said that the ATV riders may not be using the logging path, but there might be a path that runs parallel to the logging path. She also asked about the status of Ms. Kaufman's Open Records Act request from a couple of months ago, the one that totaled over \$400. Chairman Dockery said the invoice for the records had never been paid. Ms. Hendrix said she was under the impression that Chairman Dockery was going to take care of it, but he responded that he was not. Ms. Hendrix replied that they would pay the bill and pick up the records. She commented that for such a large sum, it must be an enormous stack of records. Chairman Dockery informed Ms. Hendrix that such a broad request takes up days of the County Clerk and Deputy Clerk's time, which is the reason for the cost.

Ms. Hendrix asked how many citations has Mr. Stansberry received, and she asked if the SLUA could be revoked due to multiple violations. Chairman Dockery said it would not be appropriate to name someone during a meeting and discuss what citations they have or have not received, but there are pending possible violations. Ms. Hendrix asked if there has been any progression of penalties or if something could be done to restrict his business license. Ms. Hendrix said landowners are entitled to enjoy their property but not if their activities injure adjacent landowners. She said that Lumpkin County's Mission Statement is a bold-faced lie, and she is disappointed.

Anneke Bender of 80 Little Bear Trail also spoke about Iron Mountain Park and the recent deaths of two patrons. She said Craig Stansberry posted a video to social media regarding the incidents, and he said that when people come to IMP, please follow the rules because we want you to be safe. Wear your safety belt, do not speed, and consider wearing a helmet. Ms. Bender read aloud some comments from TripAdvisor about IMP. One reviewer said IMP needs better signage because it took them 45 minutes to find an exit. Another commenter said they were lost in the woods after their machine broke down, and they encountered other patrons who were lost. They were told that there were no staff who could help them. Another commenter said they did not receive a safety briefing from staff when renting a vehicle, and they crashed less than ten minutes into their ride. It took three hours for staff to rescue them, and they were sent a \$16,000 bill for the damage to the vehicle. Ms. Bender said Mr. Stansberry and his staff have operated with abject disregard for their patrons and the surrounding neighbors, and she believes it is a failure of our elected officials. There have been too many complaints brought before our elected officials, she stated, and nothing has been done. Now we have to listen to ATVs constantly when we are at our house. Imagine hearing that all day long, said Ms. Bender. She asked who will police Iron Mountain. Who will enforce the rules?

Matt Hodge of 31 Ross Lane said he lives adjacent to Iron Mountain Park. He said that on Little Mountain Road where Mr. Stansberry has his well houses, there has been a broken-down Jeep Cherokee sitting there for almost two months. He said he hoped someone could have Mr. Stansberry remove the Jeep.

Karen Woody, 457 Klinger Trail, said she and her family live on land bordering IMP. She showed the Commissioners a picture of the muddy creek on her property. Chairman Dockery asked her to send that to Rebecca Mincey.

Lamar Bates, 128 Fern Park, said he remembers when the SLUA was initially debated. He told his wife at that point, something bad is going to happen at Iron Mountain, and he was afraid it would take that for politicians to put a stop to it. Mr. Bates said he didn't know all the details of the deaths, but he knew at least one of them involved a lack of seatbelt and helmet usage. It is about time the people who run this county step up and do the right thing; shut that place down, he said emphatically.

Sheriff Jarrard came before the audience to make comments and answer a few questions from the citizens in attendance. He said if citizens obtain a timestamped video of when they witness violations and turn it in to the LCSO, they can then send that to the Planning Department. He explained they enforce state laws and local codes, but the SLUA enforcement is slightly different. They do deliver SLUA citations on behalf of the Planning Department, but they do not handle the SLUA enforcement directly. The penalty/fine is between the Magistrate Court and the defendant. Sheriff Jarrard also said citizens are free to pursue civil action against Iron Mountain Park. He said when a citizen calls 911 to report a violation, it

is documented and that information can be sent to Ms. Mincey. It helps even more if you have video recordings, he added. The Sheriff also explained why ATV noise is not covered under the County's amplified sound ordinance.

Chairman Dockery summarized the notes he took during the meeting. As far as safety, he said he would not take his family to IMP. His family is his responsibility, and if people choose to patronize IMP that is their responsibility. The noise and erosion can fall into the scope of Lumpkin County. Chairman Dockery said this issue has been frustrating for the County as well, and we have been in talks with both the County Attorney and outside counsel. However, he cannot disclose the details of these discussions because they are under attorney-client privilege. He said they have also reached out to the Georgia EPD, but they have declared multiple times that they "cannot find a point source" for the erosion, which has been frustrating. He also shared that Mr. Stansberry has requested a trial by jury for his amplified noise ordinance violation stemming from a New Year's concert. The BOC has no control over when the District Attorney takes that before a judge.

Ray Sparks, 908 Little Mountain Road, said that any time it rains the creek near his driveway turns red. Chairman Dockery said multiple creeks and a watershed lake appear to have been affected. He offered to give his cell phone number to anyone in the audience.

Clinton Crane said his family was raised around this area and he has seen Crane Lake all his life. It was never muddy until ForeStar began cutting timber. All of the logging roads would make the lake get muddy, but it is worse than ever now. He said the powerlines are also a problem. Mr. Crane also implored the audience to stand up against the building of multifamily housing. If Iron Mountain Park loses their spot, he predicted, that whole area will be clearcut and turned into thousands of houses. Yes, you have problems with ATVs, but the alternative could be worse. He said he wanted to plant that in everyone's mind so they would come together to stop multifamily housing.

Eddie Turner, a resident of Little Mountain Road, said the creek that Mr. Sparks mentioned runs across his property too. He said that it has become completely muddy because of the ATV riders. He is a retired homebuilder and he knows how strict it is for builders in regards to erosion, so he is unsure of how Mr. Stansberry has been able to be so lax. Chairman Dockery said EPD has requested to do another site visit, and when that occurs, Lumpkin County staff will accompany them. He also explained that from the County's perspective, erosion control is triggered when you pull a permit, like for building a house or grading. If Iron Mountain pulls a grading permit, that will trigger erosion control. If they aren't pulling a permit, what is our authority to go out there, the Chairman asked. When the permits were more active, we went out there more often and got a better look at the erosion issues. It seems like some of the erosion is coming from the trails, but there are no permits on the trails. That is why we want to get the EPD involved, he said. It would be like if the County randomly decided to show up at a farm to do an inspection. EPD has requested to do a site walk-through, but Chairman Dockery said he is unsure of what will come of it.

Lynn Culpepper, 4054 Little Mountain Road, said her property backs up to the portion of IMP that has the tunnel. She said her family has experienced thousands of dollars worth of damage from erosion and runoff, and she does not think all of it is from the trails. Ms. Culpepper said they have been absolutely flooded with silt, and they are unable to address the sheer scope of it. The mud and debris filled up their culvert, stream, and pond, and they have had to repair their driveway five times. The erosion has muddied up their well water so badly that they have had to replace their dishwasher and their washing machine. When it rains, red water comes out of their sinks and toilets. They are having to shore up their creek with rocks and dig out as much mud as they can. Ms. Culpepper said they have had EPD out at their house, but they have to witness the deposition of silt in order to do anything about it. Ms. Culpepper said they feel abandoned, and they cannot afford to perpetually mediate this damage. She said they do not have a problem with people recreating, but it should not be at our expense. They have lived there for 20 years and the only time they saw such muddy water was during Hurricane Ida. Every time it rains, she thinks "Will I be able to drink water tomorrow?" Ms. Culpepper said the noise is awful too, and they have been woken up at all hours of the night. She said no one should have to live this way, and if the rest of Lumpkin County was having to live this way, the current Commissioners would not be sitting up there.

Chairman Dockery asked if she had turned this in to Ms. Mincey and the Planning Department, and Ms. Culpepper replied that she has. She also has receipts from all of the money she has spent of repairs and mediation of the damage. She said this is her daily life, and anyone is welcome to come out and see it for themselves. She fears they will not be able to afford to spend their last years in their home, and she has no faith anyone is going to stand up for them. She said the County did not think this out.

A citizen who only identified himself as "Scott," said he has lived here for about five years, about a quarter mile away from IMP. He said he has a generally soundproof home, but it was definitely loud last Saturday night. The citizens have talked about this issue for four years. He has sat through meetings with the Sheriff and Commissioners. Scott said the County let IMP begin operating with a pretty wide-open SLUA and now it is time to close it up. You are elected to stand up for us, he said, and sometimes he wonders how the Commissioners can live with this.

Commissioner Mayfield said he thinks people are good until they prove themselves otherwise. If this Board ever chooses to modify the noise ordinance, he said he will be behind that. If they choose to modify the SLUA, he will support that too.

Chairman Dockery said he wishes it was a simple process. We have reached out to outside counsel, and they are advising us on what we can or cannot do. He does agree that this project has not been neighborly in all aspects. We will address it in the means we have available, and we will continue to work on it.

ADJOURNMENT

The meeting was adjourned at 7:44 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

Board of Commissioners

Date: September 17, 2024

Agenda Item: 2024-40 Resolution to Establish a Native American Committee - *Ken Akins to Seat 1, Glenn Jones to Seat 2, Rhonda Bennett to Seat 3, Ross Shirley to Seat 4, Jeff Moran to Seat 5, Jimmy Anderson to Seat 6, Tamara Spike to Seat 7, and Steve Gooch to Seat 8, with terms ending 08/20/2025.*

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2024 - 40

**A RESOLUTION TO ESTABLISH
THE LUMPKIN COUNTY NATIVE AMERICAN ADVISORY COMMITTEE**

Whereas, Lumpkin County was created on December 3, 1832 by an Act of the General Assembly of the State of Georgia; and

Whereas, Lumpkin County's heritage includes Native Americans, particularly the Cherokee Nation; and

Whereas, the Lumpkin County Board of Commissioners is committed to celebrating the rich cultural heritage and significant impact Native Americans have had, and continue to have, in Lumpkin County; and

Whereas, the Lumpkin County Board of Commissioners desire to establish an advisory committee to research and advise the Board of Commissioners on options for honoring and recognizing the Native American heritage of Lumpkin County; and

Whereas, the Board is planning a second entrance into the Yahoola Creek Reservoir with parking, trailhead access, and other facilities at the corner of Rock House Road and State Route 52; and

Whereas, the new park area within the Yahoola Creek Reservoir property may be considered by the committee for potential public displays, including interpretative signage, to honor and recognize the Native American heritage of Lumpkin County;

Now therefore, it is hereby resolved that a Lumpkin County Native American Advisory Committee is established to research and advise the Board of Commissioners on options for honoring and recognizing the Native American heritage of Lumpkin County at the new park area within the Yahoola Creek Reservoir property; and

It is further resolved that the committee shall be made up of the following eight members who shall serve for a term of one year:

Seat Number	Member Name:	Term Ending:
Seat 1:	Ken Akins	August 20, 2025
Seat 2:	Glenn Jones	August 20, 2025
Seat 3:	Rhonda Bennett	August 20, 2025
Seat 4:	Ross Shirley	August 20, 2025
Seat 5:	Jeff Moran	August 20, 2025
Seat 6:	Jimmy Anderson	August 20, 2025
Seat 7:	Tamara Spike	August 20, 2025

Seat 8:

Steve Gooch

August 20, 2025

It is further resolved that Jeff Moran shall serve as Chairperson of the committee, who shall determine the meeting schedule and preside at all meetings of the committee;

Resolved, adopted, and effective this 17th day of September, 2024.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

Planning

Date: September 17, 2024

Agenda Item: 2024-42 Designation of Jarrard & Davis, LLP and Brandon Delfunt to Prosecute Citations and/or Accusations with Respect to Violations of County Ordinances in Superior Court (*Assistant County Manager Rebecca Mincey*)

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

- A. Approve the Resolution as presented.
- B. Approve the Resolution with changes.
- C. Not approve the Resolution and provide a different course of action.
- D. Not approve the Resolution and do not provide a different course of action.

Budget Impact:

Staff Recommendation: Course of action A, approve the Resolution as presented.

LUMPKIN COUNTY RESOLUTION NO. 2024-42

**A RESOLUTION BY THE LUMPKIN COUNTY BOARD OF COMMISSIONERS
DESIGNATING JARRARD & DAVIS, LLP AND BRANDON DELFUNT
TO PROSECUTE CITATIONS AND/OR ACCUSATIONS WITH RESPECT TO
COUNTY ORDINANCES IN SUPERIOR COURT**

WHEREAS, the Constitution of the State of Georgia, approved by the voters of the State in November 1982, and effective July 1, 1983, provides in Article IX, Section 2, Paragraph 1 thereof, that the governing authority of the County may adopt clearly reasonable ordinances, resolutions, and regulations; and

WHEREAS, O.C.G.A. § 15-10-66 provides that the county attorney or another attorney designated by the county governing authority may act as prosecuting attorney for violations of county ordinances;

WHEREAS, Section 2-178 of the Lumpkin County Code authorizes the Lumpkin County Board of Commissioners to appoint additional attorneys to provide legal representation to Lumpkin County, over and above the standing County Attorney; and

WHEREAS, by Lumpkin County Resolution No. 2022–60, the Board exercised that power, and in doing so, appointed Jarrard & Davis, LLP as standby counsel to serve Lumpkin County; and

WHEREAS, pursuant to O.C.G.A. § 15-10-66, the Board wishes to designate its standby counsel, Jarrard & Davis, LLP, as well as Brandon Delfunt, as designated attorneys to prosecute citations and/or accusations of violations of county ordinances in superior court;

NOW, THEREFORE, BE IT RESOLVED, that Jarrard & Davis, LLP and Brandon Delfunt are hereby designated to prosecute citations and/or accusations of violations of county ordinances in superior court.

SO RESOLVED this 17th day of September, 2024.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Finance

Date: September 17, 2024

Agenda Item: 2024-43 Resolution to Proceed with the Issuance of Revenue Bonds & Other Purposes - 2026 SPLOST (*Finance Director Abby Branan*)

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2024 – 43

A RESOLUTION OF THE LUMPKIN COUNTY BOARD OF COMMISSIONERS AUTHORIZING, AMONG OTHER THINGS, THE STAFF AND PROFESSIONALS TO PROCEED WITH THE ISSUANCE OF REVENUE BONDS; AND FOR OTHER PURPOSES.

WHEREAS, the Lumpkin County Board of Commissioners (the “Board of Commissioners”), the body charged with managing the affairs of Lumpkin County, Georgia (the “County”), has determined that it is in the County’s best interest for the Lumpkin County Public Building Authority (the “Authority”) to issue its revenue bonds (the “Bonds”) in order to finance certain capital projects (the “Projects”) approved by the voters of the County at an election held on May 21, 2024; and

WHEREAS, the Board of Commissioners desires to authorize (a) its staff members (the “Staff”) and Stifel, Nicolaus & Company, Incorporated (“Stifel”), in its capacity as Underwriter, to develop a plan of finance for the issuance of the Bonds (the “Plan of Finance”) and (b) the Staff, Stifel, Murray Barnes Finister LLP (“MBF”) and the Authority’s and the County’s Counsel, the Law Office of Joy L. Edelberg, P.C. (“LOJE”), to carry out the Plan of Finance and proceed with the issuance of the Bonds; and

WHEREAS, the Board of Commissioners also desires to formally request that the Authority issue the Bonds for the benefit of the County.

NOW, THEREFORE, BE IT RESOLVED, by the Lumpkin County Board of Commissioners, and it is hereby resolved by authority of the same, as follows:

Section 1. Authorization to Proceed. The Staff, Stifel, MBF and LOJE are hereby authorized, empowered and directed to do all such acts and things as may be necessary or desirable in connection with the issuance of the Bonds for the purpose of financing the Projects.

Section 2. Request to Issue. The County hereby formally requests that the Authority issue the Bonds for the benefit of the County with the understanding that the Bonds will be secured by an intergovernmental contract between the County and the Authority.

Section 3. Authorization to Execute Necessary Documents. The Chairman is hereby authorized and empowered to execute all such documents (the “Documents”) as may be necessary or desirable in connection with the issuance of the Bonds. In the event that the Chairman is unable or unwilling to execute the Documents, the Documents shall be executed by the Vice-Chairman.

Section 4. Actions Ratified, Approved and Confirmed. All acts and doings of the officers, employees and agents of the County which are in conformity with the purposes and intents of this Resolution and in the furtherance of the issuance of the Bonds are in all respects ratified, approved and confirmed.

Section 5. Repealing Clause. All resolutions or parts thereof in conflict with the provisions contained in this Resolution are, to the extent of such conflict, hereby superseded and repealed.

Section 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 17th day of September, 2024.

LUMPKIN COUNTY BOARD OF
COMMISSIONERS

(SEAL)

By: _____
Chris Dockery, Chairman

ATTEST:

By: _____
Melissa Z. Witcher, Clerk

CLERK'S CERTIFICATE

The undersigned Clerk of Lumpkin County, Georgia (the "County") DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the Lumpkin County Board of Commissioners on September 17, 2024, at a meeting duly called and assembled and open to the public and at which a quorum was present and acting throughout, that the original of such resolution has been inserted into the County's minute book, which is my custody and control, and that such resolution has not been modified, repealed, revoked or rescinded as of the date hereof.

WITNESS my official hand and the seal of the County, this 17th day of September, 2024.

Melissa Z. Witcher, Clerk

(SEAL)



Lumpkin County, Georgia

County Manager

Date:	September 17, 2024
Agenda Item:	2024-072 Amendment to Financial Assistance Award CD-451, NTIA Broadband Infrastructure Program (<i>Assistant County Manager Rebecca Mincey</i>) Ratio
Item Description:	Amendment to Financial Assistance Award for NTIA broadband infrastructure project.
Facts & Historical Information:	Most recently, NIST approved the extension of the Environmental Assessment & Historic Preservation (EHP) review period deadline from April 1, 2024 to July 31, 2024 for the Dependent Project portion of the overall project. Considering that both Independent and Dependent Project areas fall under the same Period of Performance date of September 30, 2024, Lumpkin County also requested a no cost extension to the Period of Performance from September 30, 2024 to June 30, 2025. This amendment is the approval of the Period of Performance extension from September 30, 2024 to June 30, 2025. The request was made to NTIA due to the extenuating circumstances with the US Forest Service's (USFS) lengthy permitting process. Windstream first began discussions in June of 2022 with the USFS, but due to ongoing delays with the USFS, the review of the permit application had not commenced until late January of 2023. The project is still pending the required Standard Form 299 permit from the USFS.
Potential Courses Of Action:	A. Approve the Amendment as presented. B. Approve the Amendment with changes. C. Not approve the Amendment and provide a different course of action. D. Not approve the Amendment and do not provide a different course of action.
Budget Impact:	The extension is no additional cost to NTIA or the Lumpkin County.
Staff Recommendation:	Course of action A, approve amendment as presented.

FORM CD-451 (REV. 11/18)		U.S. DEPARTMENT OF COMMERCE		☒ GRANT ☐ COOPERATIVE AGREEMENT	
AMENDMENT TO FINANCIAL ASSISTANCE AWARD				AWARD NUMBER 13-08-I2210	
CFDA NO. AND NAME 11.031 - Broadband Infrastructure Program					
PROJECT TITLE Broadband Build Out in County of Lumpkin					
RECIPIENT NAME Lumpkin, County of				AMENDMENT NUMBER 4	
STREET ADDRESS 99 Courthouse Hill Suite H				EFFECTIVE DATE 8/9/2024	
CITY, STATE ZIP Dahlonega, GA 30533-0541				EXTEND PERIOD OF PERFORMANCE TO (IF APPLICABLE) 6/30/2025	
COSTS ARE REVISED AS FOLLOWS:	PREVIOUS ESTIMATED COST	ADD	DEDUCT	TOTAL ESTIMATED COST	
FEDERAL SHARE OF COST	\$3,236,198.00	\$0.00	\$0.00	\$3,236,198.00	
RECIPIENT SHARE OF COST	\$1,935,845.00	\$0.00	\$0.00	\$1,935,845.00	
TOTAL ESTIMATED COST	\$5,172,043.00	\$0.00	\$0.00	\$5,172,043.00	
REASON(S) FOR AMENDMENT This award is hereby amended to: 1) extend the award date from 09/30/2024 to 06/30/2025 at no additional cost to the government as requested in Award Action Request (AAR) dated 04/22/2024 and approve carry forward of the unobligated balance to the extension period; 2) update specific award condition (SAC) No.7. All other terms and conditions of the award remain the unchanged.					
This Amendment Document (Form CD-451) signed by the Grants Officer constitutes an Amendment of the above-referenced Award, which may include an obligation of Federal funding. By signing this Form CD-451, the Recipient agrees to comply with the Amendment provisions checked below and attached, as well as previous provisions incorporated into the Award. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Amendment offer and de-obligate any associated funds. ☒ SPECIFIC AWARD CONDITION(S) ☐ LINE ITEM BUDGET ☐ OTHER(S)					
SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER Yongming Qiu				DATE	
TYPED NAME, TYPED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL				DATE	

Award Number: 13-08-I2210, Amendment Number 4

Federal Program Officer: William Dixon

Requisition Number: BIP2216

Employer Identification Number: 586000857

UEI Number: KXJCT7D54GD8

Recipient ID: 1329258

Requestor ID: 1329258

Award ACCS Information

Bureau Code	FCFY	Project-Task	Org Code	Obj Class	Obligation Amount
61	2022	4844003-000	06-00-0000-00-00-00-00	41-19-00-00	\$0.00

Award Contact Information

Contact Name	Contact Type	Email	Phone
Mrs. Abby C Branan	Administrative	abby.branan@lumpkincounty.gov	706-482-2554

NIST Grants Officer:

Yongming Qiu
100 Bureau Drive, MS 1650
Gaithersburg, MD 20899-1650
(301) 975-5437

NIST Grants Specialist:

Amber Stillrich
100 Bureau Drive, MS 1650
Gaithersburg, MD 20899-1650
(301) 975-8579

**NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
BROADBAND INFRASTRUCTURE PROGRAM
FINANCIAL ASSISTANCE
SPECIFIC AWARD CONDITIONS**

7. (Revised) Period of Performance and Funding Limitations:

The scope of work and budget incorporated into this award covered a period of performance from **03/01/2022** to **09/30/2024** (referred to as the “project period”), for a total of \$3,236,198.00 in Federal funds. NIST acknowledges receipt of the Recipient’s request dated **04/22/2024** to extend the project period by 9 months at no additional cost to the Federal government. Pursuant to this amendment, the revised project period shall be **03/01/2022 to 06/30/2025**.

The Recipient may not obligate, incur any expenditure, nor engage in any activity that involves a commitment of Federal funds under this Agreement in excess of the Federal amount presently available. Should such an excess obligation, expenditure, or commitment occur, no legal liability will exist or result on the part of the Federal Government for payment of funds.



Lumpkin County, Georgia

Public Works

Date:	September 17, 2024
Agenda Item:	2024-073 Unifirst Uniform Corporation Service Agreement - Public Works Department (<i>Fleet Manager Randy Allison</i>)
Item Description:	1 Year (12 Month) Service Agreement with Unifirst Uniform Service Co. with a 12-month optional renewal, to provide Uniforms and Laundry Service for F/Y 25 with F/Y 26 optional.
Facts & Historical Information:	Lumpkin County Board of Commissioners as part of the employee benefits package, provides uniforms to the employees of the Fleet and Road Departments. Unifirst Uniform Company, a Sourcewell contractor for uniform services has provided this service for the last 2 years to a satisfactory standard.
Potential Courses Of Action:	A. Approve and adopt the Service Agreement with Unifirst Uniform Co. B. Do not approve to adopt the Service Agreement with Unifirst Uniform Co. If Course A is chosen, Lumpkin County Board of Commissioners will continue to provide uninterrupted employee uniform services to these departments. If Course B is chosen, Employee uniform service would cease until an agreement was reached with another provider that would be a non-Sourcewell contractor resulting in a higher cost.
Budget Impact:	There will be no impact to the budget.
Staff Recommendation:	It is recommended that the Lumpkin County Board of Commissioners chose to approve and adopt course of action (A) continue the existing agreement with Unifirst Uniform company; the lowest bidder.

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.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for ~~60 months~~ ^{12 MONTH} after installation of Merchandise (for new customers) or any renewal date. This Agreement will be renewed automatically and continuously for multiple successive ~~60-month~~ ^{12 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.

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: CUUROOOSAG, 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 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.



Lumpkin County, Georgia

County Manager

Date:	September 17, 2024
Agenda Item:	2024-074 Certain Right of Way's Mowing MOU with White County (<i>County Manager Alan Ours</i>)
Item Description:	Memorandum of Understanding with White County for Mowing Certain Right-of-Ways.
Facts & Historical Information:	This is to memorialize an unofficial practice for mowing right-of-way in Lumpkin and White Counties. There is a section of road in Lumpkin County on Town Creek Road that borders White County. White County has been cutting this section of right-of-way that is approximately 1,894 feet long that resides within Lumpkin County. There is a section along Post White Hill Road in White County that is easier accessed by the Lumpkin County Road crew. Currently the White County Road crew has to enter into Lumpkin County to access their section of road within White County. It makes sense for Lumpkin County to continue to cut the section of Post White Hill Road that resides within White County when they are adjacent. Attached are maps that depicts the section of road way this applies to.
Potential Courses Of Action:	A. Approve the Memorandum of Understanding B. Consider a different option C. Take no action
Budget Impact:	None
Staff Recommendation:	Approve Course of Action A

**Memorandum of Agreement with Lumpkin County
for Mowing of Certain Right of Ways**

This Mowing of Certain Right of Ways Agreement (hereafter "Agreement") is hereby made and entered this _____ day of _____, 2024 by and between the Board of Commissioners of White County, a political subdivision of the State of Georgia, and the Board of Commissioners of Lumpkin County, a political subdivision of the State of Georgia.

WHEREAS, White County is authorized to take any lawful action to promote the safety, health, good order, morality, and general welfare of the citizens of White County; and

WHEREAS, White County has a history of mowing certain White County right of ways on certain White County roads; and

WHEREAS, sections of these certain roads in White County are interrupted in that they are located within the boundaries of Lumpkin County; and

WHEREAS, White County finds it beneficial to mow certain of the sections located inside of Lumpkin County; and

WHEREAS, White County finds it beneficial to allow Lumpkin to mow certain of the sections located inside of White County; and

WHEREAS, Lumpkin County agrees to the division of mowing the right of ways in these specific areas.

NOW, THEREFORE, in consideration of the mutual promises and obligations outlined herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, White County and Lumpkin County hereby covenant and agree as follows:

1.

The first attached map shows that certain section of Town Creek Road (a.k.a. Damascus Church Road inside of Lumpkin County) which is located near the border of White County and Lumpkin County. White County agrees to mow that section of the right of way which is located inside Lumpkin County, is depicted on the attached map as the solid red line beginning in White County, leading up to an end point in Lumpkin County and is approximately 1,894 feet long.

2.

The second attached map shows that certain section of Post White Hill Road which is located near the border of White County and Lumpkin County. Lumpkin County agrees to mow that section of the right of way which is located inside White County, is depicted on the attached map as the red dash line between two points and is approximately 2,420 feet long.

3.

The primary term of this Agreement shall be for a period of two years. In accordance with O.C.G.A. § 36-60-13, this Agreement shall terminate without further obligation of the County at the close of the calendar

year in which it was executed. The Agreement shall automatically renew for an additional two years unless either of the parties provides written notice of termination to the other party.

4.

This Agreement shall be governed by and interpreted according to the laws of the State of Georgia.

5.

This Agreement constitutes the entire agreement between the parties hereto and no representation, inducement, warranty, promise or agreement, oral or otherwise, between the parties not expressly set forth herein shall be of any force or effect or binding upon the parties hereto. This Agreement may not be modified or terminated except as provided in this Agreement or by other written agreement between the parties.

6.

Any notice by either party to the other shall be in writing and shall be deemed to have been duly given on the day when receipt is electronically confirmed, if transmitted by e-mail, the day delivered if delivered personally or when confirmed if sent by registered or certified mail or overnight delivery to the following addresses:

If to the White County:
White County Board of Commissioners
Attn: County Manager
1235 Helen Hwy
Cleveland, Georgia 30528

If to Lumpkin County:
99 Courthouse Hill
Suite H
Dahlonega, GA 30533G

This Agreement shall become effective upon execution by White County and Lumpkin County.

IN WITNESS WHEREOF, the parties have hereunto signed their names and affixed their seals on the dates written below.

[Signatures on Next Page]

White County Georgia

By: _____ Date: _____
Travis C. Turner, Chairman

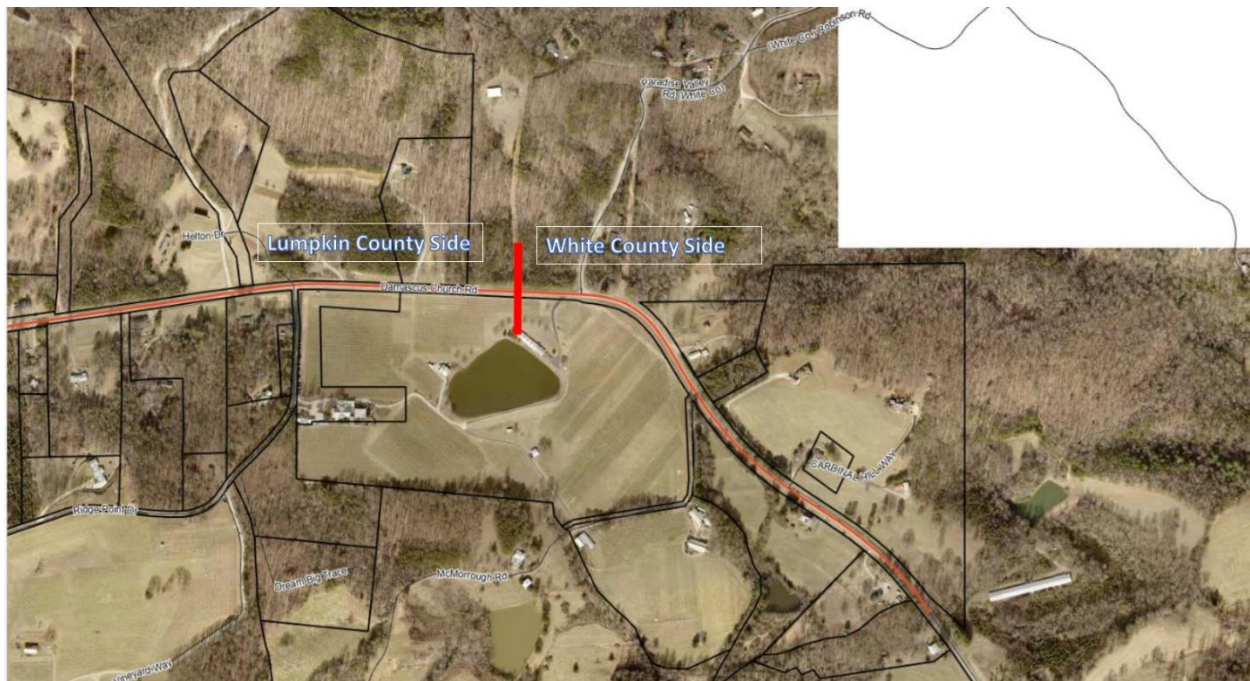
Attest: _____ (Seal)
Shanda Murphy, County Clerk

Lumpkin County Georgia

By: _____ Date: _____
Chris Dockery, Chairman

Attest: _____ (Seal)
Melissa Witcher, County Clerk

[Maps on Next Page]



Lumpkin County, GA





Lumpkin County, Georgia

County Clerk

Date:	September 17, 2024
Agenda Item:	2024-075 CivicClerk Agenda & Minute Software (<i>County Clerk Melissa Witcher</i>)
Item Description:	This is a change from the current Granicus agenda and minute software to CivicPlus CivicClerk.
Facts & Historical Information:	We began using Granicus, the current agenda and minute management software, in 2022. The Commissioners have not been happy with the way the agenda packet is viewed by the citizens. Granicus was the replacement for the IQM2 software we had been using but was phased out by the company. The Granicus contract expires March 15, 2025. We spoke to CivicClerk in the past but it could not meet all of our needs. Two years ago CivicClerk purchased Municode which we use to codify our resolutions and ordinances. Since that time they have made some major improvements to the software and we believe they have addressed the prior issues we had with them. The CivicClerk software will integrate into the County website and will send the resolutions directly to Municode from the agenda packet once the BOC approves them, since they are owned by the same company and will offer more options to the citizens. They also have more search functions on the staff and citizens portals. Although, the contract does not end until March, we will need to go ahead and get the process started because we will have to transfer the old documents from the current software into the new one as searchable documents. This will take a minimum 16 weeks to get completed. Then we will need to use the new software in conjunction with the old one for a few meetings to make sure it is working properly before going live.
Potential Courses Of Action:	A. Approve the new software with CivicPlus CivicClerk B. Deny the new software and contact Granicus for a new quote. C. Get quotes from other companies.
Budget Impact:	The current Granicus software is \$8,402.33 a year. CivicClerk has offered us a reduced price because we use CivicPlus for a website. The initial term that includes transferring past meeting information and training is \$11,190.00. After the initial year it is reduced to \$6,300.00. There will be a 5% increase applied in year 2.
Staff Recommendation:	

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-66707-1

3/22/2024 8:30 AM

9/30/2024

Client:

Lumpkin County, GA

Bill To:

LUMPKIN COUNTY, GEORGIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Darren Cornejo		darren.cornejo@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	AMM: Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	CivicClerk Premium Configuration	CivicClerk Premium Configuration
1.00	CivicClerk Custom Template Design	CivicClerk Custom Template Set - includes 2 Agenda templates, 1 Item Report template, 1 Minutes template, 1 Agenda Script template
2.00	AMM Select: Virtual Training/ Consulting Fee	1 hour Virtual Consulting
1.00	CivicClerk Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours
1.00	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	AMM Select: Pro Annual Fee	Agenda and Meeting Management Select Annual Fee

List Price - Initial Term Total	USD 12,765.00
Total Investment - Initial Term	USD 11,190.00
Annual Recurring Services (Subject to Uplift)	USD 6,300.00

Initial Term	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



Lumpkin County, Georgia

Public Works

Date:	September 17, 2024
Agenda Item:	2024-076 2024 LMIG Contract - Colditz Trucking Amendment #3 (<i>Special Projects Manager Charles Trammell</i>) Ratify
Item Description:	Amend the contract for Copper Mine Road in amendment #2 to add 2' of widening on each side of the road and add to our existing LMIG contract.
Facts & Historical Information:	Lumpkin County entered into a contract with Colditz Trucking Inc on February 20, 2024 for the resurfacing of several county roads subsequent to a bid opening where they were the low bidder. The original contract is complete, but Colditz Trucking has agreed to add 5 roads to the contract at the same unit prices as the original bid in a previous amendment #2. Upon further consideration and inspections, staff feels that it would be to our advantage to widen Copper Mine Road from Chestatee River Bridge to Cavenders Creek road 2' on each side. Long Branch Extension that leads to this road is 24+ feet wide and it intersects with Cavenders Creek Rd that is 24+ feet wide. By adding this width it will make Copper Mine Road more in line with these roads and reduce the risks of accidents due to the nature of these roads carrying heavy traffic to the wine country on the north end of our county. Colditz Trucking Inc. has also agreed to extend its original contract to add this widening using existing unit prices.
Potential Courses Of Action:	A) Approve to ratify this Amendment Agreement B) Do not approve
Budget Impact:	Total cost estimate on this widening and topping the extra width after widening is \$125,850.00. This will be paid from TSPLOST.
Staff Recommendation:	Course of Action A

**AMENDMENT NO. 3 TO
CONTRACT
FOR
ASPHALT LEVELING AND RESURFACING OF VARIOUS COUNTY ROADS
LMIG PROJECT 2024-001**

This agreement is made and entered into between the **Lumpkin County Board of Commissioners**, hereinafter referred to as "Lumpkin County", a political subdivision of the State of Georgia, and **Colditz Trucking, Inc.**, hereinafter referred to as "Contractor".

Whereas, Contractor entered into a contract with Lumpkin County on February 20, 2024, for the leveling and resurfacing of certain county roads, which has been amended by Amendment No. 1 and Amendment No. 2 to add additional roads, hereinafter referred to collectively as the 'Contract'; and

Whereas, Lumpkin County desires to increase the width of one the roads included in the Contract;

Now therefore, in consideration of the mutual benefits accruing to each party, the parties hereby agree to amend the Contract as follows:

The width of Copper Mine Road shall be increased to 26 feet.

Contractor shall be paid for the additional work performed under this Amendment on the same unit price basis as set forth in the Contract.

Except as specifically amended herein, all terms and conditions of the Contract shall remain in full force and effect and shall apply to the additional work set out herein.

This amendment is made and entered into this 17th day of September, 2024.

Lumpkin County:

Contractor:

Colditz Trucking, Inc.

By:

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Bill Donaldson, President

Attest:

[Corporate Seal]

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

County Clerk

Date: September 17, 2024

Agenda Item: Alcoholic Beverage License (Retail Beer/Wine Package Sales) to Roby Bryan Jewell for Publix Super Markets, Inc. (*County Clerk Melissa Witcher*)

Item Description: This is to consider the issuance of a retail beer & wine package sales license to Roby Bryan Jewell for Publix Super Markets, Inc. located at 23 Maxwell Lane, Dahlonega, GA 30533.

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation: Approve the license.