LUMPKIN COUNTY
Board of Commissioners
Work Session Agenda
Commissioners Boardroom

September 6, 2022
4:00 P.M.

The purpose of the work session is to discuss agenda items for the Regular Meeting.

- **CALL TO ORDER** Chairman Dockery

- **PRESENTATIONS**

1. Rainbow Children's Home Presentation
2. Lanier Tech Adult Learning Center Presentation

- **PROCLAMATIONS**

3. Community Helping Place Ornament for 2022 Joint Proclamation
4. Joint Proclamation City of Dahlonega & Lumpkin County – Chamber of Commerce Outgoing Board Chairman

- **MINUTES**

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

- **RESOLUTIONS**

15. 2022 - 38 - Resolution to Amend the Character Area Map *(Planning Director Bruce Georgia)*
16. 2022 - 43 - Resolution Authorizing Among Other Things the Execution of an IGA & Bond Purchase Agreement *(Finance Director Abby Branan)*
17. 2022 - 44 - Appoint Member to Veterans Affairs Committee - Trent Miller to Seat 9, unexpired term end 04/14/2023

- **CONTRACTS/AGREEMENTS**

18. 2022-056 - Animal Shelter Professional Vet Services *(Animal Shelter Manager Wayne Marshall)*
19. 2022-057 - Payroc Merchant Processing Agreement – IWORQ Permitting Software Online Payment System *(Planning Director Bruce Georgia)*
20. 2022-058 - Amendment to the Financial Assistance Award Form CD-451 for Award 13-08-I2210 *(Development Authority Director Rebecca Mincey)*
21. 2022-059 - DebtBook Contract *(Finance Director Abby Branan)*
22. 2022-060 - Ninth District Opportunity Inc. Lease - Head Start Building *(Special Projects Director Ashley Peck)*
23. 2022-061 - Contract Award Pinetree Way/Memorial Drive Improvements *(Public Works Director Larry Reiter)*
24. 2022-062 - Transfer Station & Recycling Program Contract *(Public Works Director Larry Reiter)*
25. 2022-063 - LC Wimpy Airport Crack Sealing & Runway Remarking - Wall Contract *(Public Works Director Larry Reiter)*
26. 2022-064 - GDOT Crack Sealing and Runway Remarking Supplemental Agreement *(Public Works Director Larry Reiter)*

- **OTHER ITEMS**

27. Proposed LMIG FY2023 Road Resurfacing List *(Public Works Director Larry Reiter)*
28. Request use of SPLOST or ARPA Funds for LCWSA System Improvements *(Water & Sewerage Authority Director Sean Phipps)*
29. LCWSA – Request for recommitment of County to Provide ARPA Matching Funds for WWTP *(Water & Sewerage Authority Director Sean Phipps)*

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

Lumpkin County, Georgia

Board of Commissioners Department

Date: September 6, 2022

Agenda Item: Rainbow Children's Home Presentation

Item Description: Rainbow Children's Home

Attachments:
BOC 2022 PPT(2)

Rainbow Children's Home

Dr. Melinda Frausto

Executive Director

Attachment: BOC 2022 PPT(2) (3306 : Rainbow Children's Home Presentation)

Mission Statement

The mission of Rainbow Children's Home is to provide *hope, security and opportunity* to girls ages 12-18 who have suffered abuse and/or neglect

Attachment: BOC 2022 PPT(2) (3306 : Rainbow Children's Home Presentation)

Every Child Deserves a Family

So… WHY Rainbow Children's Home???

Attachment: BOC 2022 PPT(2) (3306 : Rainbow Children's Home Presentation)

Raising Children is Hard.

Raising Teens is Harder.

Raising Teen Girls who have suffered TRAUMA is an even greater challenge.

Attachment: BOC 2022 PPT(2) (3306 : Rainbow Children's Home Presentation)

Teen Girl Changes

Mental Health Concerns

Substance Abuse

Teen Pregnancy

Suicidal Ideations/Attempt

Self-Harm - Cutting

Anger and Authority Issues

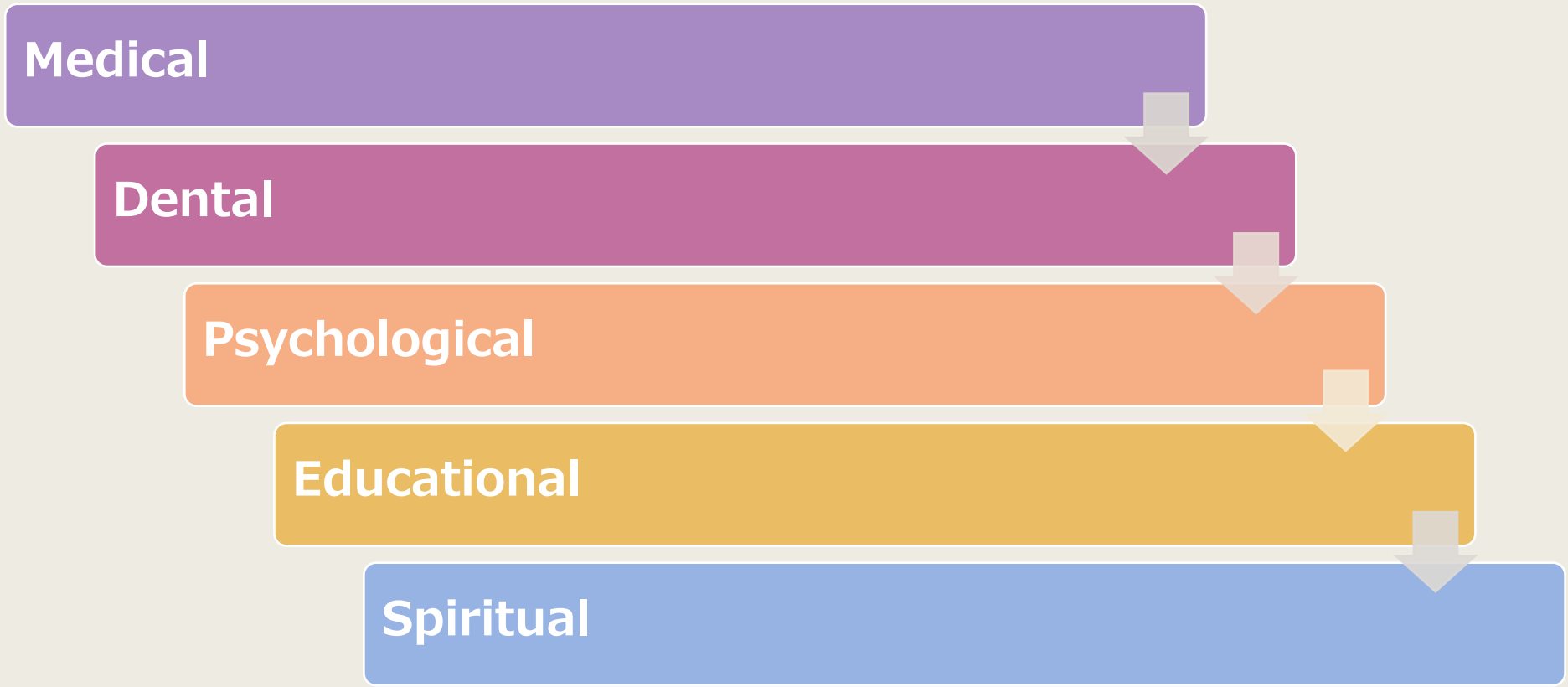
Attachment: BOC 2022 PPT(2) (3306 : Rainbow Children's Home Presentation)

Partnership with DFCS

- Assess and Stabilize
- Teach skills to live independently
- Return to family when possible
- Locate Therapeutic Foster Homes

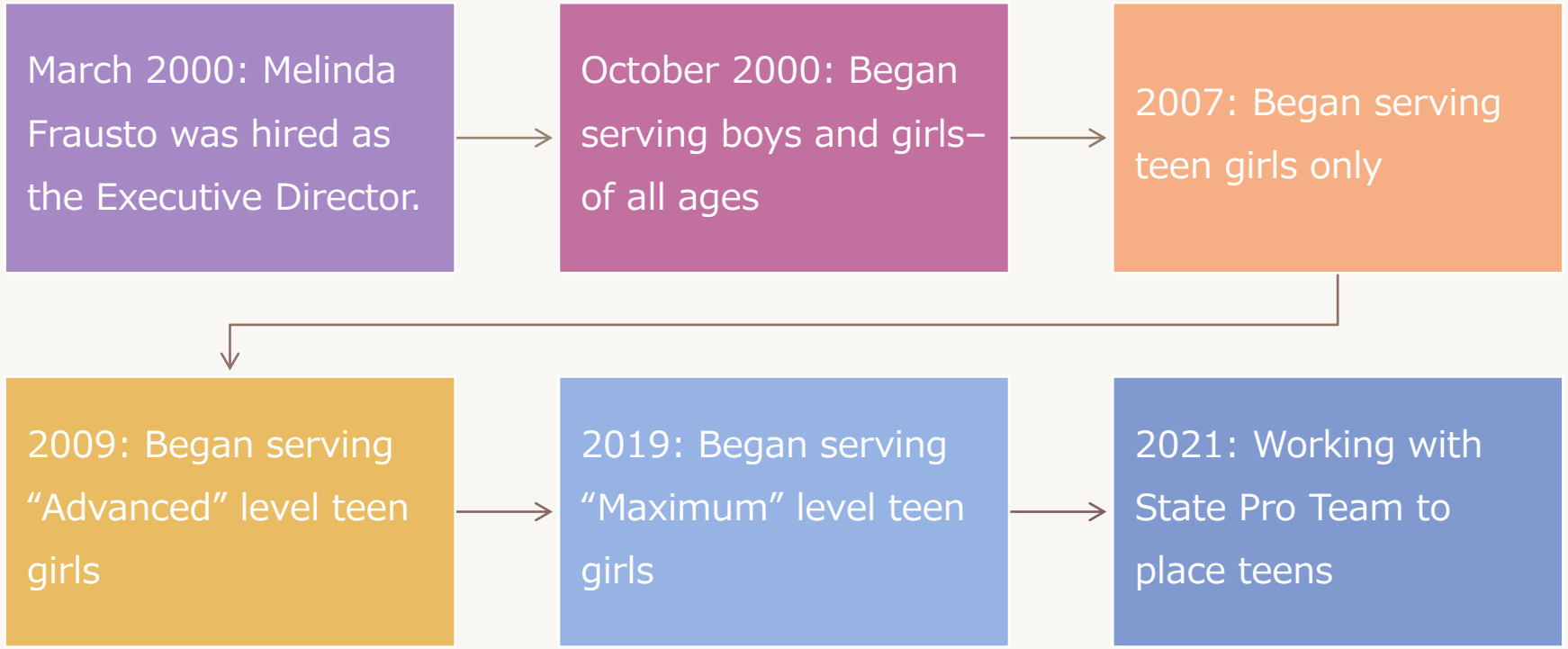
Attachment: BOC 2022 PPT(2) (3306 : Rainbow Children's Home Presentation)

RCH Treatment Areas

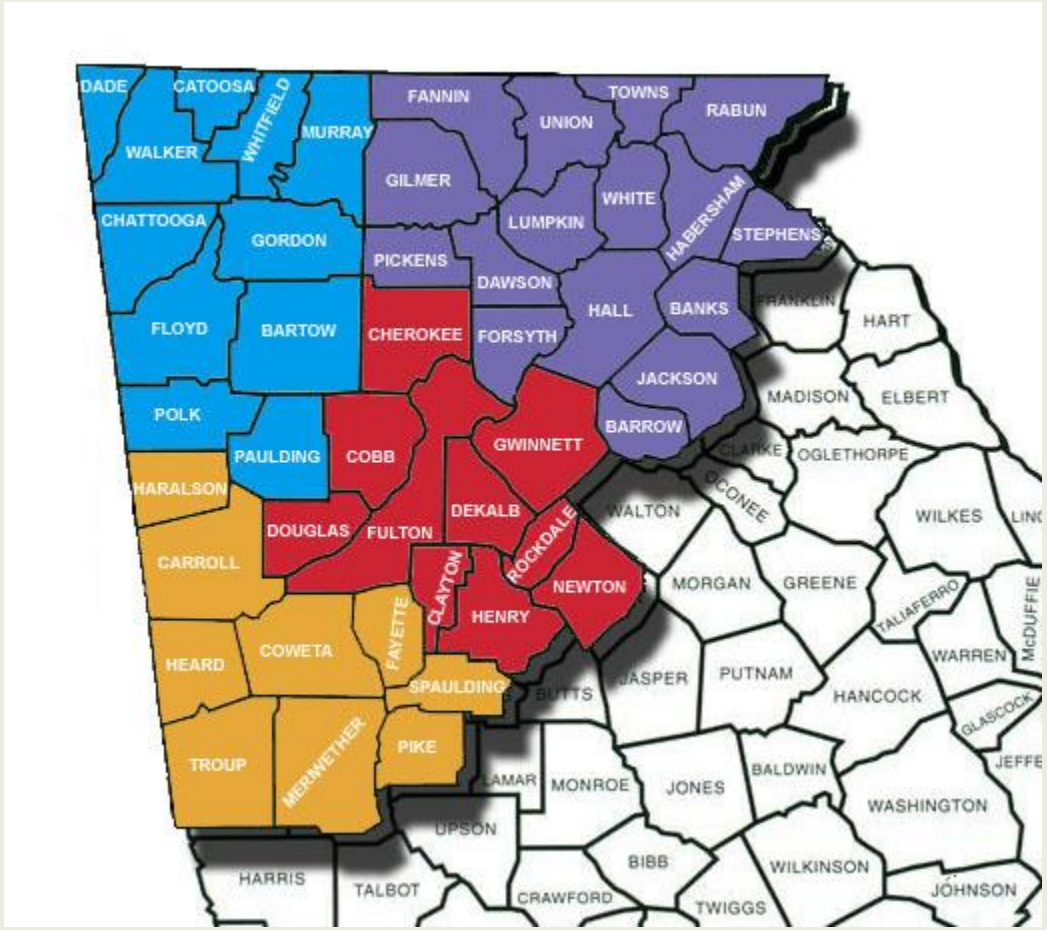


Attachment: BOC 2022 PPT(2) (3306 : Rainbow Children's Home Presentation)

Organizational Transition of Rainbow



Attachment: BOC 2022 PPT(2) (3306 : Rainbow Children's Home Presentation)



LUMPKIN COUNTY PROUDLY LEADS

Rainbow Children's Home is the only group home in the NE GA region.

RCH was recognized and featured in 2022 by GA DFCS PRO Team as a premier resource for the state.

Attachment: BOC 2022 PPT(2) (3306 : Rainbow Children's Home Presentation)

Admission Facts

- Assess and Stabilize
- Teach skills to live independently
- Return to family when possible
- Locate Therapeutic Foster Homes

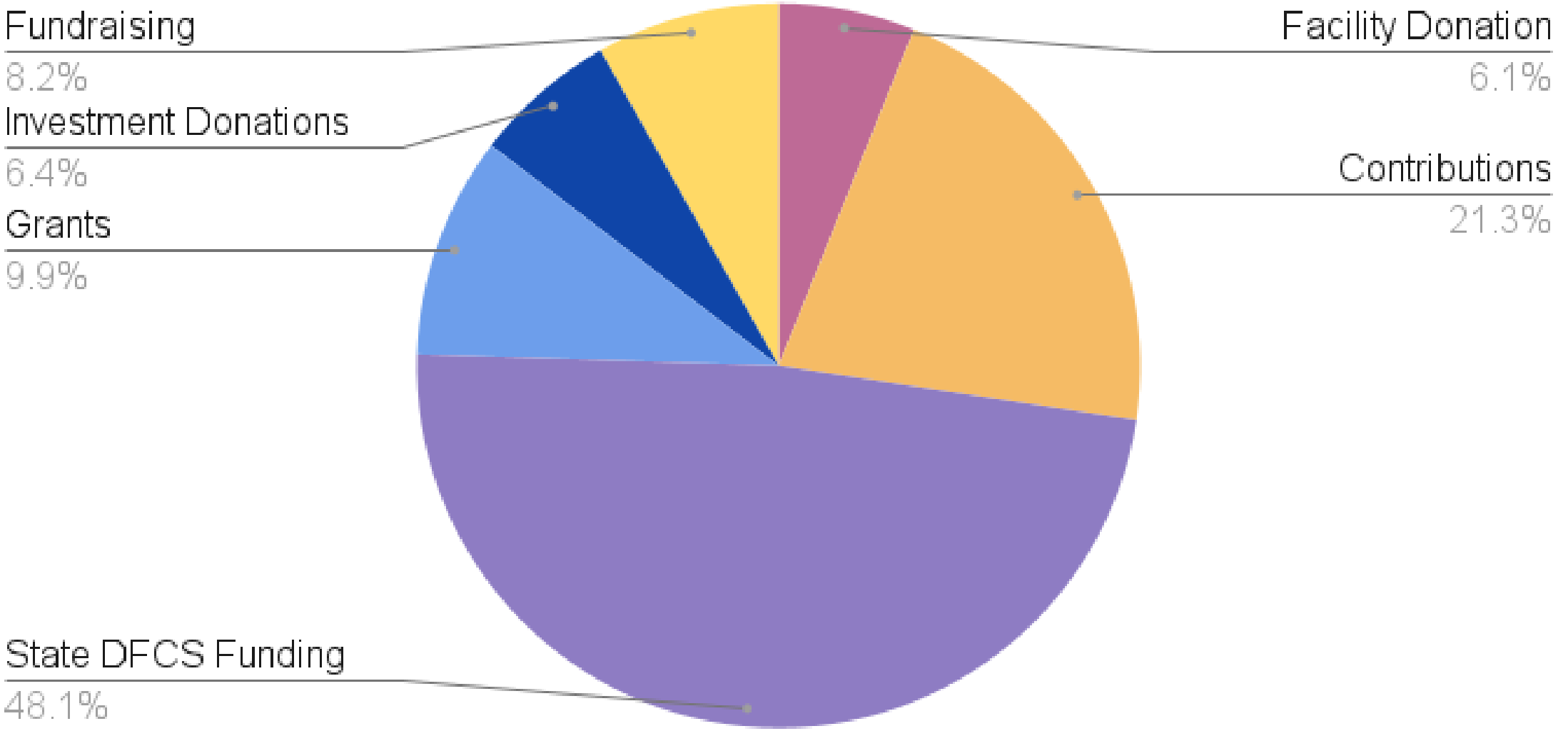
Attachment: BOC 2022 PPT(2) (3306 : Rainbow Children's Home Presentation)

FUNDING FACTS

- Assess and Stabilize
- Teach skills to live independently
- Return to family when possible
- Locate Therapeutic Foster Homes

Attachment: BOC 2022 PPT(2) (3306 : Rainbow Children's Home Presentation)

RCH Funding



Attachment: BOC 2022 PPT(2) (3306 : Rainbow Children's Home Presentation)

Attachment: BOC 2022 PPT(2) (3306 : Rainbow Children's Home Presentation)

Lumpkin County, Georgia

Board of Commissioners Department

Date: September 6, 2022

Agenda Item: Lanier Tech Adult Learning Center Presentation

Item Description: Lanier Tech Adult Learning Center Presentation

Lumpkin County, Georgia

Board of Commissioners Department

Date: September 6, 2022

Agenda Item: Community Helping Place Ornament for 2022 Joint Proclamation

Item Description: Community Helping Place Ornament for 2022 Joint Proclamation

Attachments:
2022 Joint Proclamation Community Helping Place Ornament

Joint Proclamation

By
Lumpkin County
And
The City of Dahlonega

WHEREAS; **the City of Dahlonega and the County of Lumpkin, Georgia maintain their unique and warm sense of community as a community of choice by partnering with public and private entities to provide a safe, diverse, and economically sound environment; and**

WHEREAS; **the Community Helping Place is the largest outreach program in Dahlonega and Lumpkin County and is committed to providing basic needs such as food, clothing, medical and financial assistance to those Dahlonega and Lumpkin County residents in need, thereby enabling an economically sound environment;**

WHEREAS; **Dahlonega and Lumpkin County have a month-long Old Fashioned Christmas Celebration on their ornament-strewn historic public square that is nationally recognized as a taste of a Norman Rockwell-like Christmas with an Appalachian twist; and**

WHEREAS; **the Community Helping Place's White Christmas program provides food and toys to neighbors in need during the most festive time of the year; and**

WHEREAS; **the Community Helping Place has a series of Christmas collectible ornaments that celebrate and commemorate the uniqueness of Dahlonega and Lumpkin County and will make them available to all citizens, friends and supporters in an effort to raise funds for Community Helping Place programs.**

NOW, THEREFORE, BE IT RESOLVED **that the City of Dahlonega and Lumpkin County hereby proclaim the Community Helping Place Ornament to be the *Official 2022 City of Dahlonega/ Lumpkin County Collectors Ornament.***

Lumpkin County Georgia	*City of Dahlonega*
_____	_____
Chris Dockery, Chairman	**JoAnne Taylor, Mayor**
Attest:	**Attest:**
_____	_____
Melissa Witcher, County Clerk	**Mary Csukas, City Clerk**

Attachment: 2022 Joint Proclamation Community Helping Place Ornament (3425 : Community Helping Place Ornament for 2022 Joint

Lumpkin County, Georgia

Board of Commissioners Department

Date: September 6, 2022

Agenda Item: Joint Proclamation City of Dahlonega & Lumpkin County – Chamber of Commerce Outgoing Board Chairman

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

Attachments:
2022 Joint Proclamation Mark Spraker

Joint Proclamation

By
Lumpkin County
And
The City of Dahlonega

WHEREAS; **Mark Spraker has served as Chair of the Board of Directors for the Dahlonega-Lumpkin County Chamber of Commerce; and**

WHEREAS; **under Mark Spraker's leadership the Dahlonega-Lumpkin County Chamber distinguished itself as a catalyst for business growth, a convener of leaders and influencers, and a champion for a thriving community; and**

WHEREAS; **the work accomplished under his leadership has benefited our community through its efforts in small business growth, tourism promotion, advocacy on behalf of our community's business, and leadership development programs; and**

WHEREAS; **the Dahlonega-Lumpkin County Chamber unceasingly promotes Dahlonega-Lumpkin County for quality growth and development; and**

WHEREAS; **the business community, represented by Dahlonega-Lumpkin County Chamber, has been a driving force in fostering enhanced educational opportunities, promoting tourism, leadership development, the creation of jobs, and a positive vision of the future; and**

WHEREAS; **the Dahlonega-Lumpkin County Chamber has sought to achieve successful results for our community in a cooperative spirit with other organizations; and**

WHEREAS; **the Dahlonega-Lumpkin County Chamber has proudly represented the business community of Dahlonega-Lumpkin County; and**

WHEREAS; **the Dahlonega-Lumpkin County Chamber has been a strong partner with the City of Dahlonega and Lumpkin County in endeavors to promote and develop our local business community; and**

NOW, THEREFORE, BE IT RESOLVED **let it be known that Mark Spraker has served as an effective leader as the Chair of the Dahlonega-Lumpkin County Chamber of Commerce and Visitors Bureau Board of Directors for 2022.**

Lumpkin County Georgia	*City of Dahlonega*
_____	_____
Chris Dockery, Chairman	**JoAnne Taylor, Mayor**
Attest:	**Attest:**
_____	_____
Melissa Witcher, County Clerk	**Mary Csukas, City Clerk**

Attachment: 2022 Joint Proclamation Mark Spraker (3496 : Joint Proclamation City of Dahlonega & Lumpkin County – Chamber of Commerce Outgoing Board Chairman)

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

August 1, 2022
4:30 P.M.

I. Call to Order

The meeting was called to order at 4:30 PM by Chairman Chris Dockery

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

Present were Dahlonega City Council members Ross Shirley, Lance Bagley, Ryan Reagin, Johnny Ariemma, and Roman Gaddis. Also present were City Interim Manager Bill Lewis and City Public Works Director Mark Buchanan. Mayor JoAnne Taylor was absent from the meeting.

II. Consideration of Agenda

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

III. Overview of Process and Timeline

Chairman Dockery gave a brief introduction to the meeting and then turned it over to Alan Ours, the County Manager. Finance Director Abby Branan handed out a proposed timeline. Mr. Ours explained that the economy has been good and collections from TSPLOST have been higher than anticipated; currently we are on track to obtain $15 million. Under the old law, collections would have ceased once we reached the projected amount. However, at the last legislative session, Georgia lawmakers changed the law so we are allowed to continue the tax through the year despite exceeding collections.

Mr. Ours said we can have a special election this November to continue the TSPLOST. LOST and TSPLOST are governed by different laws. The County has to notify the City and hold a meeting. Thirty days must pass following the meeting before the Board of Commissioners can call for an election via resolution. Mr. Ours said today we will discuss the revenue estimates, tax distribution, and proposed projects, and then we have to vote on an intergovernmental agreement by September 20 which defines the tax distribution. The Commissioners will then approve a resolution in September.

Chairman Dockery suggested putting together a joint team with the City and County to go over some of the projects and then bring them back to the governing bodies. The committee could include members from the BOC and the City Council, both the City Manager and the County Manager, and necessary staff members. They will hopefully be able to resolve any issues before September 20.

City Councilman Ron Larson agreed it was a good idea, and said we could let the managers choose which staff to work with. Councilman Ariemma volunteered to represent the City, and Commissioner Stringer said he could serve on the committee as well. Councilman Lance Bagley asked if TSPLOST could potentially be used for

Minutes Acceptance: Minutes of Aug 1, 2022 4:30 PM (MINUTES)

bike paths or things besides just roads. Larry Reiter, Public Works Director for the County, confirmed that it can be used for bike paths, sidewalks, and similar things.

Mr. Ours explained TSPLOST can also be used to purchase equipment. Councilman Ariemma asked if it could also be used for purchasing property, but Mr. Ours was doubtful unless it was used for right-of-way. Councilman Ariemma explained he was concerned about the intersection of Pinetree Way and Morrison Moore Parkway due to the future elementary school and the recreational facility/gymnasium. He said we might want to consider purchasing right-of-way to build an additional entrance.

IV. Estimated Revenue

Mr. Ours said the current TSPLOST split is 79/21, which was based on population estimates before the Census was conducted. In the last 12-month period, TSPLOST brought in $5.1 million. A conservative estimate for future collections is $20 million, which would be about $330,000 per month in sales tax collections. Mr. Ours said economists are predicting we will have a recession, so we should be wary of that. Councilman Roman Gaddis asked if we could continue to collect during the time frame of the TSPLOST even if collections are exceeded, and Mr. Ours confirmed we can due to the new law. Councilman Larson said the City's Finance Director, Allison Martin, had estimated revenues of $23 million, and he would like for her to serve on the joint committee as well.

Mr. Ours said we have to be cautious with how we word the language regarding the TSPLOST projects. If we list a project but don't collect enough to fund the project, we will still have to complete it. Mr. Reiter agreed, saying it is better to be less specific since you don't know what the cost of a particular project could be. You should say "intersection improvements" rather than stating a specific intersection, since it may end up requiring more money than you first thought. You do not want to be stuck in a project that you cannot finish. Councilman Ariemma agreed that we need to be cautious with our numbers, and Mr. Lewis said it may be worthwhile to look at a joint project.

V. Signature Project

Mr. Ours said the joint project for the current TSPLOST was the roundabout by the school. Mr. Reiter listed off some possible joint projects that he has been thinking of. He had initially discussed the Highway 400/60 intersection with GDOT, but they informed him that will all be federally funded. TSPLOST money would not speed it up and might even delay it further. Another potential project is at the intersection of Highway 9 and Auraria Road by the gas station and Torrington Drive. There is another opportunity for a project at the intersection of Burnt Stand and Auraria on the near side of Blackburn Elementary. That intersection is horrible for two hours per day, twice a day.

Councilman Larson agreed that the Auraria Road intersection at Highway 9 would be valid for a joint project since there have been so many accidents there. The committee can discuss this potential project.

Councilman Ariemma made some more comments about the intersection of Pinetree Way and Morrison Moore and asked if there was some sort of master plan for that area. Mr. Reiter said he has worked on the redesign and discussed some of the specifications. There will still be an issue with the drive through at Zaxby's backing up. Councilman Ariemma asked if there was a way to incorporate a second entrance near the back. Mr. Reiter said he has examined that possibility in the past, potentially linking the Justice Center complex up to the site of the new elementary school. He said he has always wanted to tie in Pinetree Way, Mechanicsville Road, and Riley Road. There is no way to create an access point through Highway 52 because it would cut through Yahoola Park.

VI. Other Projects

VII. Distribution of Tax

Mr. Ours said the distribution of the tax is ultimately up to the BOC and the Council. Across Georgia, it is distributed in many different ways. Some counties base it on LOST, SPLOST, or LMIG. Some base it on population, and some have combinations of formulas. Mr. Ours said the TSPLOST is a bit different than LOST

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or SPLOST, and he thinks it is appropriate to consider road mileage in the distribution. The committee will be able to come up with different options.

Councilman Larson asked why we currently have a 79/21 split, and Chairman Dockery replied it was due to estimated population. Councilman Ariemma suggested that we include traffic density as well. The City does not have a lot of road mileage, he observed, but they do have a lot of traffic. Chairman Dockery is in favor of the idea of putting together a joint committee with elected officials, staff, and even representatives from ACCG or GMA. He said the key will be compromise.

There was discussion on when this committee should report back to the governing bodies. Mr. Ours said they should reconvene sometime near the 3rd or 4th week in August to report their findings. We do not want to wait too long because we do not know how many times the committee will have to meet. They proposed to meet on Monday, August 22nd. Mr. Ours will coordinate with Bill Lewis to schedule the committee meeting.

Councilman Lance Bagley advocated for a nice bike path at the reservoir that would benefit people in the City and in the County. Chairman Dockery said that had been one of the projects on his mind as well, and he has discussed it with Roman Gaddis for years. This could potentially be a joint project. They also discussed the possibility of including the County's Rock House Road property with the trails. Chairman Dockery said it certainly might be possible and part of it could even be considered for parking.

VIII. Adjournment

Motion: *A motion was made by Commissioner Mayfield to adjourn the meeting. The motion was seconded by Commissioner Stringer, and the meeting ended at 5:16 PM.*

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Aug 1, 2022 4:30 PM (MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Work Session Minutes
Commissioners Boardroom

August 2, 2022
4:00 P.M.

CALL TO ORDER

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

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

PRESENTATIONS

1. GA Forestry Annual Report *(Wesley Sisk)*

GA Forestry Annual Report

Wesley Sisk of the Georgia Forestry Commission reported on the agency's activities in Lumpkin County for the past year, as well as changes to the burn permit system. Chairman Dockery asked if the agency would still do prescribed burns for private land, and Mr. Sisk responded that they will. He said per the burn permit changes, small piles of yard debris and leaves no longer require a permit. The Chairman was concerned since most of the fires in Lumpkin County have been started by residential burn piles, according to GFC's report. Mr. Sisk pointed out the majority of those fires did not obtain a permit to begin with. Commissioner Mayfield said he was thankful for GFC because they saved his house from being burned down 25 years ago.

2. Holly Theater Presentation

Holly Theater Presentation

PROCLAMATIONS

3. Proclamation for the Lumpkin County 8U Baseball Team GRPA Class C State Championship Winners

Proclamation for the Lumpkin County 8U Baseball Team GRPA Class C State Championship Winners

MINUTES

4. Board of Commissioners - Work Session - Jul 5, 2022 4:00 PM

Minutes Acceptance: Minutes of Aug 2, 2022 4:00 PM (MINUTES)

5. Board of Commissioners - Special Called Work Session - Jul 16, 2022 9:00 AM
6. Board of Commissioners - Work Session II - Jul 19, 2022 5:30 PM
7. Board of Commissioners - Regular Meeting - Jul 19, 2022 6:00 PM

RESOLUTIONS

8. 2022 - 37 - Resolution Adopting the Statement of Ethics

Resolution Adopting the Statement of Ethics

9. 2022 - 38 - Resolution to Amend the Character Area Map *(Planning Director Bruce Georgia)*

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

10. 2022 - 39 - Reappoint Members to Planning Commission - Danny Clark, Seat 4 term expires 8/27/26

Reappoint Members to Planning Commission - Danny Clark, Seat 4 term expires 8/27/26

11. 2022 - 40 - Resolution to Appoint Member to Board of Elections - Robin McIntosh to Seat 5 exp 12/31/2022

Resolution to Appoint Member to Board of Elections - Robin McIntosh to Seat 5 exp 12/31/2022

CONTRACTS/AGREEMENTS

12. 2022-050 - CTC Technology & Energy Professional Consulting Contract *(Development Authority Director Rebecca Mincey)*

CTC Technology & Energy Professional Consulting Contract.

13. 2022-051 - Amend School Resource Officer IGA with Board of Education *(Finance Director Abby Branan)*

Amend School Resource Officer IGA with Board of Education. Consideration of Adding a School Resource Officer Position.

14. 2022-052 - Amend IGA with Board of Education Concerning Aquatic Facility *(Special Projects Director Ashley Peck)*

Amend IGA with Board of Education Concerning Aquatic Facility. Approval of the amended IGA with the Board of Education due to the required revision/scope change to the Aquatic Center/Pool Project.

OTHER ITEMS

15. Voting Delegate – Legislative Leadership Conference

Voting Delegate – Legislative Leadership Conference

16. Alcoholic Beverage License – Massey Burns Inc. d/b/a 52 West Brewing *(County Clerk Melissa Witcher)*

Minutes Acceptance: Minutes of Aug 2, 2022 4:00 PM (MINUTES)

Alcoholic Beverage License – Massey Burns Inc. d/b/a 52 West Brewing. This is for the issuance of an alcoholic beverage license for Manufacturer sales located at 350 Hwy 52 West, Dahlonega, GA 30533.

17. LC Wimpy Airport Crack Sealing and Runway Remarking Bid Award (Contractor TBD) *(Public Works Director Larry Reiter)*

LC Wimpy Airport Crack Sealing and Runway Remarking Bid Award (Contractor TBD). Approve bid to allow a notice of award to be sent to contractor and proposed contractor to GDOT.

18. LC Wimpy Airport Consultant Proposal Committee *(Public Works Director Larry Reiter)*

LC Wimpy Airport Consultant Proposal Committee. Form a committee to review proposals and recommend a consultant to contract with for professional engineering, architectural, and construction inspection/administration services for the Lumpkin County Airport.

19. Inmate Medical Services Statement for December 2021 – March 2022 *(Finance Director Abby Branan)*

Inmate Medical Services Statement for December 2021 – March 2022. Consideration of payment for invoices received from CorrectHealth for services provided December 2021 – March 2022.

Finance Director Abby Branan summarized the item and our contract history with CorrectHealth. The new (current) contract went into effect April 2022. Written notice of an increase was provided to Sheriff Jarrard on December 15, 2021, and the BOC considered a new contract in February 2022, which would be a $5,282.66 increase from the 2021 rate. The BOC chose to put it out for bid. CorrectHealth was chosen and the new contract was awarded for April 1, 2022 to March 31, 2023.

Ms. Branan explained that on March 15, 2022, an invoice was given to the County for $62,380.60 for a balance owed from December of 2021 through March 2022. Essentially, they are billing us for the months where we did not have a contract with them, which is the difference of the base rate from the 2021 contract to their originally offered renewal rate from December 2021. The bill also includes a labor variance of $46,532.62 from where they had to hire contract/travel nurses to remain fully staffed. The requested money is the base compensation of $5,282.66 for each month along with the labor variance.

Chairman Dockery said it is not CorrectHealth's fault that we did not renew the new contract in time. He thinks the County should recognize what the rate would have been had we entered into the new contract on time, which is about $29,000 for the three months. This is about $2,000 more per month than they are asking for.

Chairman Dockery said he has a hard time understanding this labor variance invoice. He is aware there is a provision in the new contract for a labor variance should CorrectHealth have to use contract/travel employees. However, the County was not forewarned or given a choice about this, and we should have the opportunity to say "no." The Chairman said he has a hard time with an additional labor cost that we knew nothing about until August 2022.

Sheriff Jarrard said they had to use contract nurses during those months due to their staff shortage. The Sheriff had insisted that a nurse be present on the weekends, not just during the week, since he did not want his jailors handing out medication. He believes that is what we are being billed for.

Chairman Dockery asked where we would get the funding for this, as it is not in the budget. A funding source for the $46,000 will have to be identified. Sheriff Jarrard said it would be money well spent, and he suggested using the revenue from housing out-of-county inmates. The Chairman said he will ask the County Attorney, Joy Edelberg, to review the current contract. Going forward, there needs to be a provision in the contract regarding what should happen if CorrectHealth needs to use contract employees. It needs to be disclosed before it is billed, and the BOC should be have the chance to review and approve it out of fairness to the taxpayers of this county. He said this $46,000 is essentially out of nowhere; the BOC had no knowledge besides what the contract said. Giving them the $29,000 rate for those months is the right thing to do, but this labor variance is like a blank check.

Ms. Branan said this has been brought before the BOC because it would be paying for something outside of the contract. Around the time of when the new contract was approved is when they began sending the bills for this labor variance cost.

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Sheriff Jarrard said his opinion is that we owe this to CorrectHealth because we used those nurses. Since we used the service, he feels it is owed to them. He claimed they have been asking for this since the spring, and he reached out to Mr. Ours about a month ago regarding the bill, which is why it is now on the agenda.

Chairman Dockery reiterated that this labor bill was not approved by the BOC. We did not enter the current contract in January when we should have, so he feels it is fair to compensate them at the current contract rate for those three months. The Chairman explained we did pay them, but it was about $22,000. They are requesting an additional ~$5,300 for each of those three months, but he would like to increase that to reflect the current contract rate.

Commissioner Mayfield said he understands that they used travel nurses, but it is a huge bill. Sheriff Jarrard replied he feels that we owe it, and he offers to help pay for it. Commissioner Mayfield said we will have to find the money somewhere.

Commissioner Greene asked if we could see this issue happen again under the current contract? Chairman Dockery said yes. The County Attorney pointed out that the old contract's terms stated it was automatically renewed unless either party gave a 60-day notice of non-renewal. The old contract did not have a provision for travel nurses. Since neither of us gave a notice of non-renewal, the old contract automatically renewed. Mr. Ours said he doesn't believe they can legally make us pay for the travel nurses since it was not in the old contract, which automatically renewed. We hired them to provide nurses, which was their responsibility. According to the contract, it was their responsibility to pay the nurses.

Chairman Dockery agreed he does not think we are obligated to pay it because CorrectHealth was contractually obliged. It is the cost of doing business. He does not go back and bill his customers just because the cost of 2x4's went up, because the price is agreed upon beforehand. This was a service that was not contractually authorized; they should have brought it before the BOC. Sheriff Jarrard said he has been mentioning it to County staff since the spring, but the Chairman said the services had already been rendered at that point. It will be up to the Commissioners if they want to pay it.

Chairman Dockery said we need to evaluate the current contract to make sure it is specific that these things require pre-approval before it is billed. We do not want to be in this situation again. The Sheriff said in the future he can email it to Mr. Ours and the Board of Commissioners to have an item placed on the agenda. He was under the impression it had been authorized after he mentioned it to the County Manager during a phone call, but Mr. Ours said he does not have the authority to approve something like that.

COUNTY MANAGER

Mr. Ours said we received an email from the City of Dahlonega regarding the LOST negotiations. The LOST is the one cent sales tax that has to be renewed every ten years, and the current split is 75/25. That tax is completely used to roll back property taxes. Last month, the BOC adopted a resolution to keep the current 75/25 distribution. It was determined during our research that the actual split could have been justified at 87/13, but in good faith we approved keeping the split the same. However, the City Council voted last night to enter mediation. Therefore, we will work to find a mediator and schedule a time for the mediation.

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Mayfield was asked to announce a message from one of his constituents since he is unable to come to the meetings in person. Mr. Larry Dills states he is 100% totally opposed to the new swimming pool project.

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

Minutes Acceptance: Minutes of Aug 2, 2022 4:00 PM (MINUTES)

The meeting was adjourned at 5:11 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Aug 2, 2022 4:00 PM (MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Public Hearing Minutes
Commissioners Boardroom

August 9, 2022
5:30 P.M.

Call to Order

The meeting was called to order at 5:31 PM by Chairman Chris Dockery

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

Public Comment

Proposed 2023 Lumpkin County Budget

City Councilman Johnny Ariemma addressed the Board of Commissioners and said he knows they will do the right thing. Lumpkin County has such a low per capita income and inflation has become so high all over the country. Mr. Ariemma brought up the senior tax exemption and how so many people are moving to Lumpkin County just to take advantage of it. He believes it is time we sit down with our legislators to modify the exemption, as it currently creates a tax shift and overburdens other taxpayers. He suggested implementing a time period after seniors move in where they would not be able to get the full exemption. Mr. Ariemma also said it would be beneficial to know just how many seniors are moving in and immediately taking the exemption.

Mr. Ariemma then brought up how much the college has grown in the past few years. Going down Chestatee street, there are for-profit businesses in the university-owned buildings and they don't have to pay any property tax. When the college bought Chestatee Hospital, there went $60,000 off of the tax rolls. Mr. Ariemma said we need to evaluate what is coming off of the tax rolls and have some conversations about it.

Adjournment

The meeting was adjourned at 5:39 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Minutes Acceptance: Minutes of Aug 9, 2022 5:30 PM (MINUTES)

Melissa Witcher
County Clerk, Lumpkin County

LUMPKIN COUNTY
Board of Commissioners
Public Hearing Minutes
Commissioners Boardroom

August 9, 2022
6:00 P.M.

Call to Order

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

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

Public Comment

Public Comment on Property Tax Increase

The Lumpkin County Board of Commissioners has tentatively adopted a millage rate, which will require an increase in property taxes over the roll-back rate by 15.10 percent in unincorporated Lumpkin County, and 20.84 percent in incorporated Lumpkin County.

Steven Scoggin, 410 Lewis Brown Road, said his tax appraisal increased 80% from last year and he does not understand why. He said he turned in an appeal form to the office of the Tax Assessor on May 11, but he has not heard anything back from them. Mr. Scoggin believes his home was over-appraised.

The County Manager said he would get Mr. Scoggin's contact information and find out what is going on with his appraisal from the Chief Appraiser.

Adjournment

The meeting was adjourned at 6:04 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher

Minutes Acceptance: Minutes of Aug 9, 2022 6:00 PM (MINUTES)

County Clerk, Lumpkin County

LUMPKIN COUNTY
Board of Commissioners
Public Hearing Minutes
Commissioners Boardroom

August 11, 2022
9:00 AM

Call to Order

The meeting was called to order at 9:03 AM by District 3 Commissioner Rhett Stringer

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

Public Comment

Public Comment on Property Tax Increase

The Lumpkin County Board of Commissioners has tentatively adopted a millage rate, which will require an increase in property taxes over the roll-back rate by 15.10 percent in unincorporated Lumpkin County, and 20.84 percent in incorporated Lumpkin County.

There were no comments from the public.

Adjournment

The meeting was adjourned at 9:04 AM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Aug 11, 2022 9:00 AM (MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Public Hearing Minutes
Commissioners Boardroom

August 16, 2022
5:00 P.M.

Call to Order

The meeting was called to order at 5:02 PM by Chairman Chris Dockery

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

Public Comment

Alcoholic Beverage License (Manufacturer) - David Burns for Massey Burns, Inc. d/b/a 52 West Brewing

There were no comments from the public.

Adjournment

The meeting was adjourned at 5:03 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Aug 16, 2022 5:00 PM (MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Work Session II Minutes
Commissioners Boardroom

August 16, 2022
5:30 P.M.

Minutes Acceptance: Minutes of Aug 16, 2022 5:30 PM (MINUTES)

CALL TO ORDER

The meeting was called to order at 5:35 PM by Chairman Chris Dockery

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

PRESENTATIONS

1. Introduction of New 4-H Extension Agent Autumn Callahan *(Clark MacAllister)*

Introduction of New 4-H Extension Agent Autumn Callahan

PROCLAMATIONS

2. Proclamation for the Lumpkin County 8U Baseball Team GRPA Class C State Championship Winners

Proclamation for the Lumpkin County 8U Baseball Team GRPA Class C State Championship Winners

CONSIDERATION OF MINUTES

3. Board of Commissioners - Work Session - Jul 5, 2022 4:00 PM
4. Board of Commissioners - Special Called Work Session - Jul 16, 2022 9:00 AM
5. Board of Commissioners - Work Session II - Jul 19, 2022 5:30 PM
6. Board of Commissioners - Regular Meeting - Jul 19, 2022 6:00 PM

RESOLUTIONS

7. 2022 - 37 - Resolution Adopting the Statement of Ethics

Resolution Adopting the Statement of Ethics

8. 2022 - 39 - Reappoint Members to Planning Commission - Danny Clark, Seat 4 term expires 8/27/26

Reappoint Members to Planning Commission - Danny Clark, Seat 4 term expires 8/27/26

9. 2022 - 40 - Resolution to Appoint Member to Board of Elections - Robin McIntosh to Seat 5 exp 12/31/2022

Resolution to Appoint Member to Board of Elections - Robin McIntosh to Seat 5 exp 12/31/2022

CONTRACTS/AGREEMENTS

10. 2022-050 - CTC Technology & Energy Professional Consulting Contract *(Development Authority Director Rebecca Mincey)*

CTC Technology & Energy Professional Consulting Contract.

11. 2022-051 - Amend School Resource Officer IGA with Board of Education *(Finance Director Abby Branan)*

Amend School Resource Officer IGA with Board of Education. Consideration of Adding a School Resource Officer Position.

Finance Director Abby Branan said the Board of Education will fund 100% of the personnel costs, but Sheriff Jarrard has agreed to provide the vehicle out of his fleet and out of his operating budget.

12. 2022-052 - Amend IGA with Board of Education Concerning Aquatic Facility *(Special Projects Director Ashley Peck)*

Amend IGA with Board of Education Concerning Aquatic Facility. Approval of the amended IGA with the Board of Education due to the required revision/scope change to the Aquatic Center/Pool Project.

13. 2022-053 - IGA with Secretary of State for Additional Voting Equipment *(Special Projects Director Ashley Peck)*

IGA with Secretary of State for Additional Voting Equipment. Approval of IGA with the Secretary of State for the loan of election equipment for the November General Election.

14. 2022-054 - Yahoola Creek Reservoir Pedestrian Trails Phase I Cultural Resource Survey *(Finance Director Abby Branan)*

Yahoola Creek Reservoir Pedestrian Trails Phase I Cultural Resource Survey. Consideration of a contract for a Phase I Cultural Resource Survey

OTHER ITEMS

15. Voting Delegate – Legislative Leadership Conference

Voting Delegate – Legislative Leadership Conference

16. Alcoholic Beverage License – Massey Burns Inc. d/b/a 52 West Brewing *(County Clerk Melissa Witcher)*

Alcoholic Beverage License – Massey Burns Inc. d/b/a 52 West Brewing. This is for the issuance of an alcoholic beverage license for Manufacturer sales located at 350 Hwy 52 West, Dahlonega, GA 30533.

Minutes Acceptance: Minutes of Aug 16, 2022 5:30 PM (MINUTES)

17. LC Wimpy Airport Crack Sealing and Runway Remarking Bid Award (Contractor TBD) *(Public Works Director Larry Reiter)*

LC Wimpy Airport Crack Sealing and Runway Remarking Bid Award (Contractor TBD). Approve bid to allow a notice of award to be sent to contractor and proposed contractor to GDOT.

The recommendation of the Airport Authority was Wall Asphalt.

18. LC Wimpy Airport Consultant Proposal Committee *(Public Works Director Larry Reiter)*

LC Wimpy Airport Consultant Proposal Committee. Form a committee to review proposals and recommend a consultant to contract with for professional engineering, architectural, and construction inspection/administration services for the Lumpkin County Airport.

This item was struck from the agenda.

19. 2022-055 - Inmate Medical Services Statement for December 2021 – March 2022 *(Finance Director Abby Branan)*

Inmate Medical Services Statement for December 2021 – March 2022. Consideration of payment for invoices received from CorrectHealth for services provided December 2021 – March 2022.

Ms. Branan stated she went through the Sheriff's Office Budget and there are no funds available for this. Sheriff Jarrard said he put this in motion because he did not want the jail to be without a nurse every day. He requested that CorrectHealth be able to speak tonight about this. He said he felt as if the extra nurse was approved after he spoke to the County Manager about it on the phone because that is how he has done things for the last 14 years. It did not get brought before the Commissioners for a vote after that phone conversation. He hopes we will come to some sort of agreement because CorrectHealth might take an action if we do not pay. Chairman Dockery allowed the representative of CorrectHealth to speak.

John Ritter of CorrectHealth said there has been a crisis nursing shortage for the past two years. They had to make a choice between reducing coverage or continuing with the current coverage with help from the nursing agency. Sheriff Jarrard had indicated he wanted to keep full nursing coverage, so CorrectHealth proceeded with hiring the travel nurses. Mr. Ritter said they provided this extra staffing December through March and have already paid the agency invoices. It is a comparison of $22 per hour versus $75 per hour. Mr. Ritter said all he is asking for is to be reimbursed for the agency costs that they have already paid. They are also requesting payment at the proposed new rate so they can at least break even in Lumpkin County.

Chairman Dockery said he is a general contractor for building houses. When he signs a contract with his client, he is obligated to it. When studs rose in price, he paid the difference and lost money. He was contractually obligated to keep it at a certain price, so he had to pay for the studs even though they were more expensive. The original contract obligates CorrectHealth to pay for that service. That contract was signed by the Board of Commissioners, so if there was to be a change in that contract, then you would have to come back to us to work on it. The Chairman said the BOC should have been allowed to discuss it before services were rendered.

Commissioner Greene said he believes Chairman Dockery is speaking for the majority of the BOC. He agrees about paying CorrectHealth back to January with the new rate, but he has an issue with the extra $42,000 for the travel nurses. If you are under contract to provide a service, you're obligated to provide it via the terms of the contract. That is the responsibility of the provider. Commissioner Greene said it is a hard press for him to say yes to pulling out $42,000 for a service we were already under contract for.

Mr. Ritter said he spoke about this with the client (Sheriff Jarrard), and he said he wanted the extra nurse in order to have full coverage. We discussed this amendment throughout the bid process, and the contract includes an "extraordinary wage" clause. We could have remained revenue neutral by cutting some of the staffing days, but Sheriff Jarrard said he had to have the extra nurse so he would have 7 days per week of service. We paid for it; we honored the Sheriff's request. Mr. Ritter said he thought his contact person was the Sheriff.

Commissioner Stringer said he thinks the Sheriff is not the client; the taxpayer is the client. The contract is signed by this Board. Sheriff Jarrard said his obligation is the health of the inmates. He could not risk having times without a nurse since he did not want his jailors having to pass out medication. That is why he reached out to the County Manager, and he was told "I understand." Then he went back to CorrectHealth and put it into

Minutes Acceptance: Minutes of Aug 16, 2022 5:30 PM (MINUTES)

motion. Sheriff Jarrard said he recalls someone saying something like "Let's get through the bid process and then we can clear this up." He stated he never wanted this to go out for bid because he thought the price would go up, and then it did go up. Sheriff Jarrard explained he tried to go through the County Manager and is interpretation of the phone call is that he understood and things could move forward.

Ms. Branan said the old contract was set to automatically renew unless notice of non-renewal was given in advance by either party. For January, February, and March, it was paid at the old contract rate. Sheriff Jarrard said he is the one who put this into motion because he was not willing to be without a nurse. He handled things the way he has handled them for 14 years, and the Sheriff's Office should be responsible for paying it.

20. Amend the 2020 SPLOST 2022 Work Plan *(Finance Director Abby Branan)*

Amend the 2020 SPLOST 2022 Work Plan. Request to amend the 2022 work plan for the 2020 SPLOST program.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

The meeting ended at 6:01 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Aug 16, 2022 5:30 PM (MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Minutes
Commissioners Boardroom

August 16, 2022
6:00 P.M.

Minutes Acceptance: Minutes of Aug 16, 2022 6:00 PM (MINUTES)

CALL TO ORDER

The meeting was called to order at 6:09 PM by Chairman Chris Dockery

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

INVOCATION

Mr. Josh Chatham from Shoal Creek Baptist Church gave the invocation, followed by the Pledge of Allegiance.

CONSIDERATION OF AGENDA

Motion: *A motion was made by Chairman Dockery to approve the agenda with the change of striking item 17 (Airport Consultant Proposal Committee). The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

PUBLIC COMMENTS (Agenda Specific)

There were no comments from the public.

PROCLAMATIONS

1. Proclamation for the Lumpkin County 8U Baseball Team GRPA Class C State Championship Winners

Proclamation for the Lumpkin County 8U Baseball Team GRPA Class C State Championship Winners

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

CONSIDERATION OF MINUTES

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

2. Board of Commissioners - Work Session - Jul 5, 2022 4:00 PM
3. Board of Commissioners - Special Called Work Session - Jul 16, 2022 9:00 AM
4. Board of Commissioners - Work Session II - Jul 19, 2022 5:30 PM
5. Board of Commissioners - Regular Meeting - Jul 19, 2022 6:00 PM

RESOLUTIONS

6. 2022 - 37 - Resolution Adopting the Statement of Ethics

Resolution Adopting the Statement of Ethics

Motion: *A motion was made by District 4 Commissioner Moran to approve Resolution Adopting the Statement of Ethics. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.*

7. 2022 - 39 - Reappoint Members to Planning Commission - Danny Clark, Seat 4 term expires 8/27/26

Reappoint Members to Planning Commission - Danny Clark, Seat 4 term expires 8/27/26

Motion: *A motion was made by Chairman Dockery to reappoint Danny Clark to seat 4 with a term expiring 8/27/2026. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.*

8. 2022 - 40 - Resolution to Appoint Member to Board of Elections - Robin McIntosh to Seat 5 exp 12/31/2022

Resolution to Appoint Member to Board of Elections - Robin McIntosh to Seat 5 exp 12/31/2022

Motion: *A motion was made by Chairman Dockery to appoint Robin McIntosh to seat 5 with an unexpired term ending 12/31/2022. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

REPORTS

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

Elected Officials

City Councilman Lance Bagley said they finally have a liquor store coming to Dahlonega. It will be at 19 Choice Street and it will be 8 months before it is open.

Sheriff Jarrard said the UNG students will be moving in from Thursday until Saturday, so the intersection by Moe's will be backed up. On Saturday night, they usually have a big block party to celebrate the start of the semester. Sheriff Jarrard said he does not want to see any students getting a criminal history. There will be a big law enforcement presence Saturday night and they will have road checkpoints set up.

CONTRACTS/AGREEMENTS

9. 2022-050 - CTC Technology & Energy Professional Consulting Contract *(Development Authority Director Rebecca Mincey)*

CTC Technology & Energy Professional Consulting Contract.

Minutes Acceptance: Minutes of Aug 16, 2022 6:00 PM (MINUTES)

Motion: *A motion was made by District 3 Commissioner Stringer to approve CTC Technology & Energy Professional Consulting Contract. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

10. 2022-051 - Amend School Resource Officer IGA with Board of Education *(Finance Director Abby Branan)*

Amend School Resource Officer IGA with Board of Education. Consideration of Adding a School Resource Officer Position.

Motion: *A motion was made by District 2 Commissioner Mayfield to approve Amend School Resource Officer IGA with Board of Education. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

11. 2022-052 - Amend IGA with Board of Education Concerning Aquatic Facility *(Special Projects Director Ashley Peck)*

Amend IGA with Board of Education Concerning Aquatic Facility. Approval of the amended IGA with the Board of Education due to the required revision/scope change to the Aquatic Center/Pool Project.

Motion: *A motion was made by District 1 Commissioner Greene to approve Amend IGA with Board of Education Concerning Aquatic Facility. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.*

12. 2022-053 - IGA with Secretary of State for Additional Voting Equipment *(Special Projects Director Ashley Peck)*

IGA with Secretary of State for Additional Voting Equipment. Approval of IGA with the Secretary of State for the loan of election equipment for the November General Election.

Motion: *A motion was made by District 3 Commissioner Stringer to approve IGA with Secretary of State for Additional Voting Equipment. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

13. 2022-054 - Yahoola Creek Reservoir Pedestrian Trails Phase I Cultural Resource Survey *(Finance Director Abby Branan)*

Yahoola Creek Reservoir Pedestrian Trails Phase I Cultural Resource Survey. Consideration of a contract for a Phase I Cultural Resource Survey

Motion: *A motion was made by District 2 Commissioner Mayfield to approve Yahoola Creek Reservoir Pedestrian Trails Phase I Cultural Resource Survey. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

OTHER ITEMS

14. Voting Delegate – Legislative Leadership Conference

Voting Delegate – Legislative Leadership Conference

Motion: *A motion was made by District 3 Commissioner Stringer to nominate Chairman Dockery to be the voting delegate. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

15. Alcoholic Beverage License – Massey Burns Inc. d/b/a 52 West Brewing *(County Clerk Melissa Witcher)*

Minutes Acceptance: Minutes of Aug 16, 2022 6:00 PM (MINUTES)

Alcoholic Beverage License – Massey Burns Inc. d/b/a 52 West Brewing. This is for the issuance of an alcoholic beverage license for Manufacturer sales located at 350 Hwy 52 West, Dahlonega, GA 30533.

Motion: *A motion was made by District 1 Commissioner Greene to approve Alcoholic Beverage License – Massey Burns Inc. d/b/a 52 West Brewing. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

16. LC Wimpy Airport Crack Sealing and Runway Remarking Bid Award (Contractor TBD) *(Public Works Director Larry Reiter)*

LC Wimpy Airport Crack Sealing and Runway Remarking Bid Award (Contractor TBD). Approve bid to allow a notice of award to be sent to contractor and proposed contractor to GDOT.

Motion: *A motion was made by District 4 Commissioner Moran to approve LC Wimpy Airport Crack Sealing and Runway Remarking Bid Award (Contractor TBD). The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

17. LC Wimpy Airport Consultant Proposal Committee *(Public Works Director Larry Reiter)*

LC Wimpy Airport Consultant Proposal Committee. Form a committee to review proposals and recommend a consultant to contract with for professional engineering, architectural, and construction inspection/administration services for the Lumpkin County Airport.

This item was struck from the agenda.

18. 2022-055 - Inmate Medical Services Statement for December 2021 – March 2022 *(Finance Director Abby Branan)*

Inmate Medical Services Statement for December 2021 – March 2022. Consideration of payment for invoices received from CorrectHealth for services provided December 2021 – March 2022.

Motion: *A motion was made by District 3 Commissioner Stringer to approve paying the new updated rate back through January 1st. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.*

19. Amend the 2020 SPLOST 2022 Work Plan *(Finance Director Abby Branan)*

Amend the 2020 SPLOST 2022 Work Plan. Request to amend the 2022 work plan for the 2020 SPLOST program.

Motion: *A motion was made by District 3 Commissioner Stringer to approve Amend the 2020 SPLOST 2022 Work Plan. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Greene thanked the BOC for recognizing the baseball team.

PUBLIC COMMENTS

Minutes Acceptance: Minutes of Aug 16, 2022 6:00 PM (MINUTES)

Sheriff Jarrard, addressing the inmate medical bill topic, said his only other option would have been to take inmates to the hospital every time, and that would have cost tens of thousands of dollars. He did things the way he has been doing them for the last 14 years. He said he does not know if we will have to rebid the inmate medical care or something else.

ADJOURNMENT

Motion: *Commissioner Mayfield moved to adjourn the meeting and was seconded by Commissioner Stringer. The motion was approved unanimously, and the meeting was adjourned at 6:31 PM.*

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Aug 16, 2022 6:00 PM (MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Public Hearing Minutes
Commissioners Boardroom

August 23, 2022
4:00 P.M.

Call to Order

The meeting was called to order at 4:01 PM by Chairman Chris Dockery

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

Public Comment

Public Comment on Property Tax Increase

The Lumpkin County Board of Commissioners has tentatively adopted a millage rate, which will require an increase in property taxes over the roll-back rate by 15.10 percent in unincorporated Lumpkin County, and 20.84 percent in incorporated Lumpkin County.

There were no comments from the public.

Adjournment

The meeting was adjourned at 4:02 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Aug 23, 2022 4:00 PM (MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Special Called Meeting Minutes
Commissioners Boardroom

August 23, 2022
4:30 P.M.

Minutes Acceptance: Minutes of Aug 23, 2022 4:30 PM (MINUTES)

CALL TO ORDER

The meeting was called to order at 4:30 PM by Chairman Chris Dockery

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

CONSIDERATION OF AGENDA

Motion: *A motion was made by Commissioner Stringer to approve the agenda, and it was seconded by Commissioner Mayfield. The motion was approved unanimously.*

RESOLUTIONS

1. 2022 - 41 - Establish the 2023 Budget *(Finance Director Abby Branan)*

Establish the 2023 Budget

Motion: *A motion was made by District 3 Commissioner Stringer to approve Establish the 2023 Budget. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.*

2. 2022 - 42 - Establish the 2022 Ad Valorem Tax Millage Rate *(Finance Director Abby Branan)*

Establish the 2022 Ad Valorem Tax Millage Rate

Chairman Dockery read aloud a letter from the Board of Education and Superintendent Rob Brown.

Motion: *A motion was made by District 2 Commissioner Mayfield to approve Establish the 2022 Ad Valorem Tax Millage Rate. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

ADJOURNMENT

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

The meeting was adjourned at 4:38 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Aug 23, 2022 4:30 PM (MINUTES)

Lumpkin County, Georgia

Planning Department

Date: September 6, 2022

Agenda Item: Resolution to Amend the Character Area Map

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

Facts & Historical Information:

1. On 7 October 2021, the applicant met with the Planning Review Committee to discuss the land use and development requirements.

2. On 7 July 2022, the applicant met again with the Planning Review Committee to discuss the project, and informed the developers of the change in Land Use Regulations with regard to their project.

3. On 10 July 2022, the Planning Department received the CAM application from United Family Homes, LLC. The request is for changing the current character area of Residential Growth to the Gateway Corridor Overlay District.

4. On 8 August 2022, the Planning Commission will hear the CAM from Residential Growth to Gateway Corridor Overlay District and will provide the BOC with the recommendation immediately following the meeting date. The Planning Department will provide the board with the Planning Commissions recommendation in an updated staff analysis.

Land Use: Chapter 27

The current Character Area for parcel 083-100 is Residential Growth. The developer also owns a contiguous parcel 082-269, within the Gateway Corridor Overlay District. This parcel will be the access to the multi-family development. A DOT entrance permit is being staffed. The total acreage for both parcels is approximately 50 acres. The land use regulations allow for multi-family development in both Character Areas. Note that the performance standards require 2 acres per unit (RG) in the restrictive development category. This requirement does not apply to the Gateway Corridor Overlay District, as it's in the General Development Category.

The performance standards for multi-family are:

Road Classification			ACTIVITIES	ACRES	BUFFER (ft)	SETBACKS (ft) from		SCREENING (ft)	
A	C	L				Adjoining Property	Road R.O.W.	Total	Partial

♦	♦	♦	Multi-Family Development*	R	**	200	250	250	250	300
♦	♦	♦		G	4	25	50	50	50	75
			*See Ch. 26 Sec. 604 for further requirements. **2 acres per unit in restrictive development.							

The development standards for development in the Gateway Corridor Overlay District (Reflected in the Gateway Overlay District Development Design Guidelines) regulate a higher standard for architectural finishes, landscaping, signage and lighting.

Land Development: Chapter 26

The following reflects the multi-family development density standards based on infrastructure.

Density, maximum bedrooms per acre:

Individual well and septic:	Four bedrooms/acre.
Shared/community well and septic:	Four bedrooms/acre.
Public water and septic:	Six bedrooms/acre.
Public water (with buildings sprinklered) and septic:	Eight bedrooms/acre.
Public water and public sewer:	Twelve bedrooms/acre.
Public water (buildings sprinklered) and public sewer:	Sixteen bedrooms/acre.

Potential Course of Action:

1. Approve the character area map amendment as requested.
2. Approve the character area map amendment with conditions.
3. Table or deny the character area map amendment request.

Budgetary Impact:

None

Planning Commission's Recommendation: The Planning Commission unanimously recommends to the Board of Commissioners to change the current Residential Growth Character Area (effecting only Map/Parcel # 083-100) to the Gateway Corridor Overlay District.

<Insert Resolution Here>

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Attachments:
1743_HWY 60 _Deed
2022-08-15_UFH - Hwy 60 Letter of Intent
2022-08-15_UFH - Hwy 60 Architectural Concept
220716_Hwy 60 Apartments - Render 1
220716_Hwy 60 Apartments - Render 2
220716_Hwy 60 Apartments - Render 3
220716_Hwy 60 Apartments - Render 4
220716_Hwy 60 Apartments - Render 5
220716_Hwy 60 Apartments - Render 6
220716_Hwy 60 Apartments - Render 7
220716_Hwy 60 Apartments - Render 8
220716_Hwy 60 Apartments - Render 9
220716_Hwy 60 Apartments - Render 10
220716_Hwy 60 Apartments - Render 11
Location Map with Character Area
United Family Homes_Ownership document

BOLING RICE LLC

A LIMITED LIABILITY COMPANY

Zack A. Rice
Paul J. McGruder
Renee D. T. Welch
Taylor H. Rice

207 PIRKLE FERRY ROAD
CUMMING, GEORGIA 30040

Of Counsel:
Angie Martin McKinney
Samuel R. Bagwell

Matthew C. Bottoms

Leon Boling (1919 - 2015)
Larry H. Boling (1951 - 1991)

Telephone: 770.887.3162
Facsimile: 770.889.8824
Facsimile: 770.844.6602

March 17, 2022

United Family Home LLC
8740 Colonial Place
Duluth, GA 3097

Re: Brandy Mountain Road, Dahlonega, GA

To Whom It May Concern:

Enclosed herewith please find the original recorded Limited Warranty Deed and Owner's Title Policy for the above referenced property. Please place these documents in safe keeping.

We appreciate the opportunity of assisting you with this matter. If we can be of further assistance, please let us know.

Kindest regards,

Wendi Payne
Post Closing
Enclosures
#80855

Attachment: 1743_HWY 60 _Deed (2022 - 38 : Resolution to Amend the Character Area Map)

DOC# 000067
FILED IN OFFICE
1/6/2022 01:15 PM
BK:1543 PG:129-130
RITA HARKINS
CLERK OF COURTS
LUMPKIN COUNTY

REAL ESTATE TRANSFER
TAX PAID: $1100.00
PT-61 093-2022-000032

AFTER RECORDING, RETURN TO:
Zack A. Rice
Boling Rice LLC
207 Pirkle Ferry Road
Cumming, GA 30040
#80855

STATE OF GEORGIA

COUNTY OF FORSYTH

LIMITED WARRANTY DEED

THIS INDENTURE is made as of **December 28, 2021**, between **Charles Turner, III** (hereinafter referred to as "Grantor") and **United Family Home LLC, a Georgia limited liability company** (hereinafter referred to as "Grantee"), ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee the following:

All that tract or parcel of land lying and being in Land Lot 140, 11th District, 1st Section of Lumpkin County, Georgia, containing 43.719 acres, more or less, as shown on a plat of survey, dated August 25, 2015, prepared for Charles Turner by Jessie R. Henderson, Georgia Registered Land Surveyor, No. 2985, recorded in Plat Cabinet 1, Slide 206, page 116, Lumpkin County, Georgia records. Said plat and the record thereof are incorporated herein by reference for a more complete description of subject property.

AND

Attachment: 1743_HWY 60 _Deed (2022 - 38 : Resolution to Amend the Character Area Map)

All that tract or parcel of land lying and being in Land Lots 140 and 149, 11th District, originally of Hall County, now Lumpkin County, Georgia, consisting of 8.18 acres, according to a Survey For: Hoyt Robinson Estate, dated July 29, 2000, last revised March 17, 2021, by Jason D. Watkins, Registered Land Surveyor, said plat is recorded at Plat Book 2021, Page 71, Lumpkin County, Georgia Records, which plat and reference thereto is incorporated herein for a more complete description of the subject property.

TO HAVE AND TO HOLD, the Land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee, forever in FEE SIMPLE.

AND GRANTOR WILL WARRANT and forever defend the right and title of the above described property unto Grantee against the claims of all persons claiming by, through or under Grantor.

EXECUTED under seal as of the date above.

Signed, sealed and delivered
in the presence of:

_____
Witness

_____
Notary Public

JACK D. RICE NOTARY PUBLIC LUMPKIN COUNTY, GA My Commission Expires 2022 (SEAL)

_____(SEAL)
Charles Turner, III

_____(SEAL)

Attachment: 1743_HWY 60 _Deed (2022 - 38 : Resolution to Amend the Character Area Map)

CHICAGO TITLE INSURANCE COMPANY

Policy No.: 2487-1-80855-2022.7230610-226948806

OWNER'S POLICY OF TITLE INSURANCE

Issued by

CHICAGO TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation, (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

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(b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
(i) to be timely, or
(ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

CHICAGO TITLE INSURANCE COMPANY

Countersigned:

By: _____
Authorized Officer or Agent
Zack A. Rice
Boling Rice, LLC
207 Pirkle Ferry Rd
Cumming, GA 30040-2525
Tel:770-887-3162
Fax:770-889-8824

By:

Michael J. Nolan
President

Attest:

Marjorie Nemzura
Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
(i) the occupancy, use, or enjoyment of the Land;
(ii) the character, dimensions or location of any improvement erected on the Land;
(iii) the subdivision of land; or
(iv) environmental protection;
or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) created, suffered, assumed, or agreed to by the Insured Claimant;
(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
(c) resulting in no loss or damage to the Insured Claimant;
(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
(a) a fraudulent conveyance or fraudulent transfer; or
(b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as 'Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

Attachment: 1743_HWY 60 _Deed (2022 - 38 : Resolution to Amend the Character Area Map)

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5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

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This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. THIS SECTION INTENTIONALLY DELETED

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

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16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at CHICAGO TITLE INSURANCE COMPANY, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023

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CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY OF TITLE INSURANCE

SCHEDULE A

File No.:	80855
Policy Number:	2487-1-80855-2022.7230610-226948806
Property/Address Reference:	Land Lot 140 & 149 of the 11th District, 1st Section of Lumpkin County, Georgia, being known as 51.899 acres, Brandy Mountain Road, Dahlonega, GA 30533
Amount of Insurance:	$1,100,000.00
Date of Policy:	December 28, 2021 at 5:00 o'clock P.M.
Policy Premium Paid:	$2,145.00

1. Name of Insured:

   United Family Home LLC, a Georgia limited liability company

2. The Estate or Interest in the Land that is insured by this Policy is:

   Fee Simple

3. Title to the Land is vested in:

   United Family Home LLC, a Georgia limited liability company by virtue of Limited Warranty Deed between Charles Turner, II and United Family Home LLC, a Georgia limited liability company, dated December 28, 2021, filed of record January 6, 2022, Lumpkin County, Georgia Records.

4. The Land described in this Policy is described as follows:

   All that tract or parcel of land lying and being in Land Lots 140 and 149 of the 11th District, 1st Section of Lumpkin County, Georgia, and being more particularly described on Exhibit "A" attached hereto.

Attachment: 1743_HWY 60 _Deed (2022 - 38 : Resolution to Amend the Character Area Map)

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 140, 11th District, 1st Section of Lumpkin County, Georgia, containing 43.719 acres, more or less, as shown on a plat of survey, dated August 25, 2015, prepared for Charles Turner by Jessie R. Henderson, Georgia Registered Land Surveyor, No. 2985, recorded in Plat Cabinet 1, Slide 206, page 116, Lumpkin County, Georgia records. Said plat and the record thereof are incorporated herein by reference for a more complete description of subject property.

AND

All that tract or parcel of land lying and being in Land Lots 140 and 149, 11th District, originally of Hall County, now Lumpkin County, Georgia, consisting of 8.18 acres, according to a Survey For: Hoyt Robinson Estate, dated July 29, 2000, last revised March 17, 2021, by Jason D. Watkins, Registered Land Surveyor, said plat is recorded at Plat Book 2021, Page 71, Lumpkin County, Georgia Records, which plat and reference thereto is incorporated herein for a more complete description of the subject property.

Attachment: 1743_HWY 60 _Deed (2022 - 38 : Resolution to Amend the Character Area Map)

This Policy is only valid if Schedule B is attached.

Schedule A consists of two (2) pages.

Attachment: 1743_HWY 60 _Deed (2022 - 38 : Resolution to Amend the Character Area Map)

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY OF TITLE INSURANCE

POLICY NUMBER
2487-1-80855-2022.7230610-226948806

SCHEDULE B
EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) which arise by reason of:

1. Deleted.

2. All State and County real property ad valorem taxes for the year 2022 and subsequent years, not yet due and payable, and any additional taxes for the current year or any prior years resulting from a reassessment, amendment or re-billing of city or county taxes subsequent to the Effective Date.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

4. Easements or claims of easements, not shown by the public records.

5. Deleted.

6. Deleted.

7. Deleted.

8. This policy does not insure the accuracy of the engineering calculation used to determine the exact amount of acreage contained within the Land.

As to 43.719 acres:

9. Subject to mineral interests previously reserved.

10. Subject to a conveyance in Evelyn Early.

11. Rights of upper and lower riparian owners in and to the waters which flow along the southern boundary.

Attachment: 1743_HWY 60 _Deed (2022 - 38 : Resolution to Amend the Character Area Map)

As to 8.18 acres:

12. Matters shown on Survey For: Hoyt Robinson Estate, dated July 29, 2000, last revised March 17, 2021, by Jason D. Watkins, Registered Land Surveyor, said plat is recorded at Plat Book 2021, Page 71, Lumpkin County, Georgia Records.

Countersigned:
Boling Rice LLC

By:_____
Zack A. Rice, Member
Authorized Signatory

This Policy is only valid if Schedule A is attached.
Schedule B consists of three (3) pages.

Attachment: 1743_HWY 60 _Deed (2022 - 38 : Resolution to Amend the Character Area Map)

KANON
ARCHITECTS

2022-08-13 // Character Area Map Amendment Letter of Intent : Lumpkin County Highway 60 Apartments

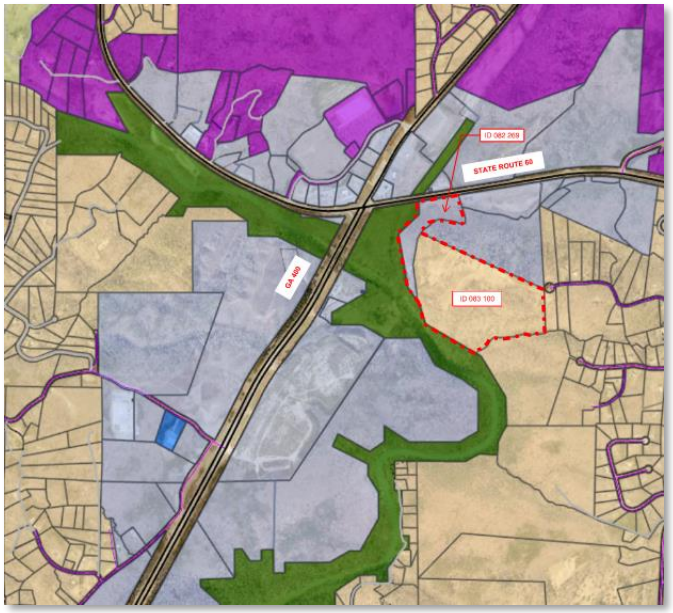
To the Planning Commission and Board of Commissioners:

This letter of intent is in regards to the "Lumpkin Highway 60" project with a proposed location utilizing Land Lots 140, 141, 148, & 149 in the 11th District of (what was originally Hall County) Lumpkin County, Georgia.

- Currently the 8.2 Acre Parcel (ID 082 269) is categorized in the "Gateway Corridor Overlay District" allowing for higher density development.

- The 40.99 Acre Parcel 083 100 is currently zoned in "Residential Growth".

We are requesting to merge the two parcels (ID 082 269 and ID 083 100) and to categorize them as a combined parcel within "Gateway Corridor Overlay District".



Attachment: 2022-08-15_UFH - Hwy 60 Letter of Intent (2022 - 38 : Resolution to Amend the Character Area Map)

Changing from Residential Growth to Gateway Corridor Overlay District comes with many benefits to the site and to Lumpkin County including the following:

- **Shifts from Low Density to a High Density :** Residential Growth would only allow for about 25 units over the full 49 acres. Shifting to a higher density categorization would allow for the proposed 288 units over about 11 acres out of the 49.

  BENEFITS:

  - Having higher density means a connection to Infrastructure: Sewer and Water. This avoids the potential of 25 separate wells and 25 separate septic systems in close proximity to the Chestatee River.
  - Having a smaller footprint for development would allow for less site disturbance. This is desired due to the proximity to the Chestatee River
  - Having a smaller development footprint allows for the preservation of old-growth pine/hardwoods that are on 38 out of the 49 acres.
    - This is ecologically responsible
    - This allows for the preservation of visual screening of the development from those traveling on 400/60.
  - Higher density would provide an economic boon to Lumpkin county, providing a larger and more stabilized housing anchor for any future planned economic growth/development such as Hospitals and Universities.

- **Requires a Higher Standard of Development:** The Gateway Corridor Overlay District requires a higher standard of development and will result in a higher quality construction product

  BENEFITS:

  - A higher standard of development will be enforced, necessitating the usage of nicer and more lasting materials
  - The intent of the design for these buildings is to integrate into the traditional architectural design prevalent in the area, while modernizing certain feature locations of the buildings with tasteful and timeless detailing. The material palettes are suggested to be a neutral and nature-inspired combination of wood tones, whites, beiges, and greens.
  - The development is planned to be a gated community with attractive site work and landscaping to minimally disturb the intersection and be as unobtrusive as possible.
  - The Higher Standard of Development, paired with a target rent of $2,000/month will attract more stabilized housing residents

Attachment: 2022-08-15_UFH - Hwy 60 Letter of Intent (2022 - 38 : Resolution to Amend the Character Area Map)

Regarding Character Area Map Amendments, per Section 27-8.1.3

A. Whether the land use amendment proposal meets the policies and intent established in the current comprehensive plan and the CAM.

- The land use amendment proposal would meet the policies and intent established in the Comprehensive Plan that was informed by the SWOT Analysis by :
  - Solving Short-comings and County Needs Addressed in the Comprehensive Plan such as :
    - Gaps in workforce/starter housing supply
    - Limited options for commercial tax base
  - Presenting Opportunities/Unique Possibilities such as :
    - Providing a housing anchor for Potential Medical Hub with Hospital Relocation
    - Initiate precedent in new/smart growth
  - Controlling Threats/Outside Risks such as :
    - Managing potential conflicts from growth by focusing on a single high quality development rather than uncontrolled variety of developments at unknown qualities and impacts
    - Managing possible rapid growth from metro Atlanta by consolidating housing options into a low acreage parcel to avoid over-development and sprawl

- Page 10 Lumpkin County Comprehensive Plan : Update land use policies to mitigate impacts of new development / Target utility and infrastructure improvements in a way compatible with rural character
  - This project would create a single, high density, development instance that would need to utilize sewer/city water. This avoids potential future development of low density that could include up to 25 separate wells/septic tanks in close proximity to the Chestatee River

B. Whether the land use amendment proposal is compatible with the surrounding future land uses as identified in the CAM;

- As notable in the overall site plan and the portion of the CAM included on Page 1, most of the surrounding large parcels that buffer GA 400 and State Route 60 are already designated “Gateway Corridor Overlay District”.

C. Whether the CAM amendment proposal can be adequately served by existing transportation facilities and other infrastructure, such as schools, water and sewer;

- This parcel being amended is already served by the GA400 Corridor and is accessed via Hwy 60. The water and sewer infrastructure is existing and capable of servicing the first phase of this project at 230 Beds / 132 Units.
- Phases II and III would be served by the sewer expansion efforts expected to be completed by 2025.

D. Whether the CAM amendment proposal negatively impacts natural and scenic resources identified by the county;

- Some natural and scenic resources identified by the county include :
  - Scenic Rural Vistas – State Rout 400 and State Route 60 providing the “Gateway” into the county and city of Dahlonega
  - The Chestatee River
  - The Rugged/Forested Terrain

- The CAM amendment proposal positively impacts natural and scenic resources identified by the county by allowing a higher density development which:
  - Allows for an economically viable project with minimal impact on the site, preserving 75%+ of the hardwood/pine growth forest on site
  - Allows for the retainage of a majority of the tree canopy preserving the scenic views from 400 and 60
  - Reduces site disturbance which reduces the impact on the Chestatee River
  - Reduces the potential for septic/well installs which avoids negative impacts on the water-table/the Chestatee

Attachment: 2022-08-15_UFH - Hwy 60 Letter of Intent (2022 - 38 : Resolution to Amend the Character Area Map)

E. **<u>Whether the CAM amendment proposal is in the best interest of the county and the public good and whether the proposal protects the health and welfare of its citizens; and</u>**

- This amendment proposal follows the interest of the county and the public good by protecting the health and welfare of its citizens. It does so by:
  - Promoting ***Economic Prosperity***, providing housing for new good jobs located nearby and providing a high quality product
  - Contributes towards ***Resource Management*** and utilizes ***Efficient Land Use*** by smartly avoiding ecologically harmful development of a sensitive parcel close to scenic routes and the Chestatee River
  - Initiates ***Local Preparedness*** by providing justification and purpose for expanding sewer treatment facilities which would point towards a future where Septic could be minimized in sensitive areas.
  - Creates a ***Sense of Place*** by creating local housing nearby to the future hospital and university which would allow for shorter commutes for residents and a more localized sense of community

F. **<u>Whether the property to be affected by the CAM amendment proposal has a reasonable economic use as currently designated on the CAM.</u>**

- There is a reasonable economic use currently as single family detached housing, but such a development would be ecologically harmful by:
  - Possibly introducing 25 separate septic tanks up-hill from the Chestatee River
  - Possibly introducing 25 separate wells which could disturb the proximity water-table
  - Resulting in the disturbance of the total 50 acres of the site, risking exposure to 400/60 and reduction of the quality of those vistas

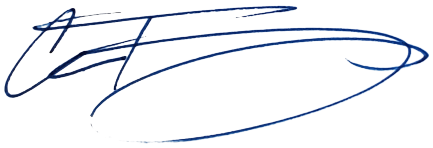
---

The program of the proposed development to be built upon the rezoned land is as designed as indicated below:

4 Multi-Family Buildings, each at 3 stories, combining to a total Unit Count of 288, comprised of 100 One-Bedroom Units, 168 Two-Bedroom Units, and 20 Three-Bedroom Units. There will be an on-site leasing center, fitness center, pool, playground, and dog park.

It is understood that the current capacity for development is limited and as a result, the project will be phased into three phases. Phase I will include the development of the site, the amenities, and buildings 2000 and 3000 totaling to 132 units. Phase II will be building 1000, adding a total of 78 units. Phase III will be building 4000 adding an additional 78 units.

Canon Manley, Registered Architect / 678 462 3225 / canon@kanonarc.com



Attachment: 2022-08-15_UFH - Hwy 60 Letter of Intent (2022 - 38 : Resolution to Amend the Character Area Map)

PARCEL UNDER REVIEW

GATEWAY CORRIDOR OVERLAY

RESIDENTIAL GROWTH

1 Site
1" = 100'-0"

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45 W Crossville Rd, Suite A
Roswell, GA : 5
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HWY 60 APARTMENTS

Lumpkin County, GA

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#	Rev	Date

Owner

Lumpkin County, GA

Site Plan

G001

Scale 1" = 100'-0"

Revision Release

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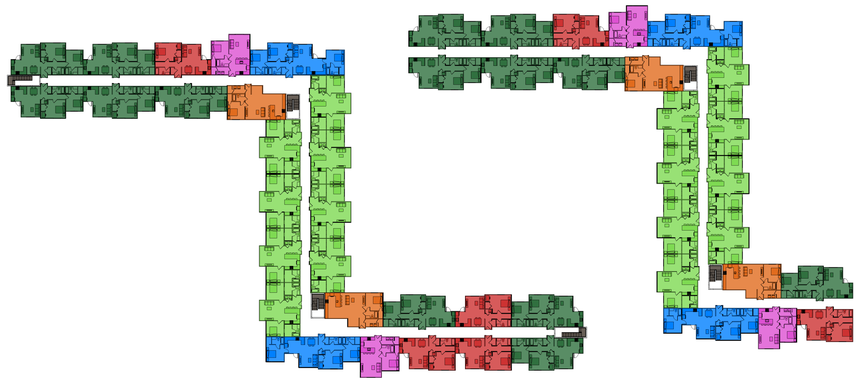
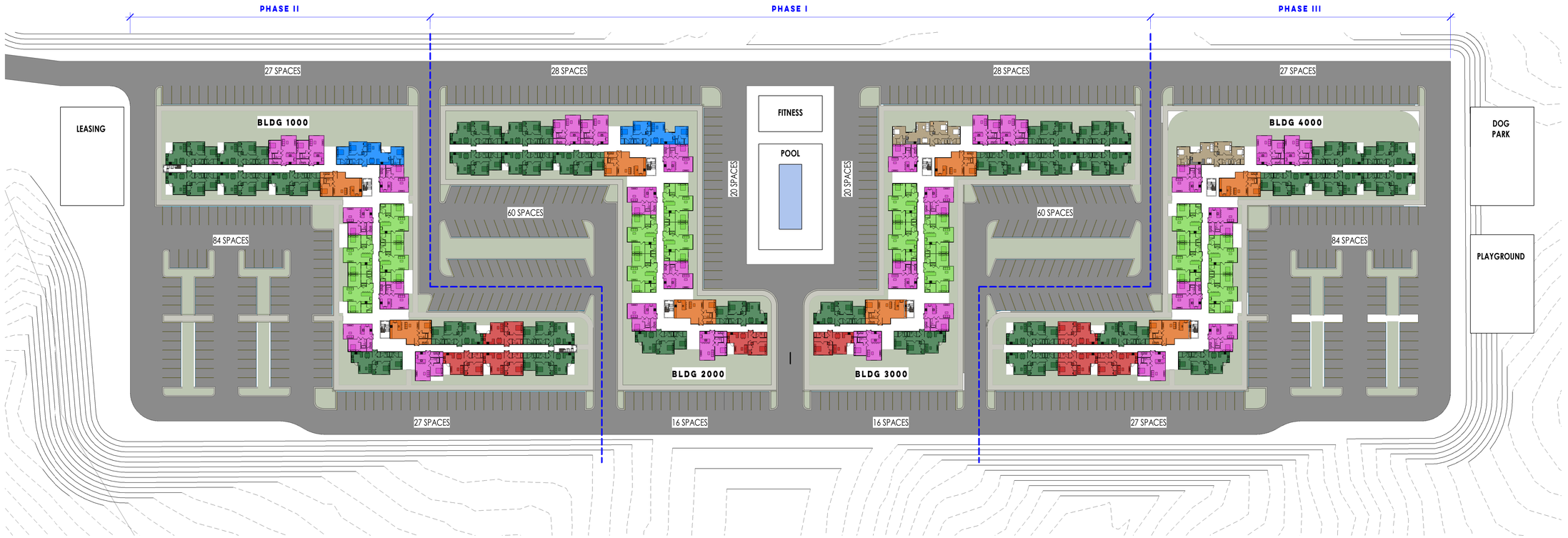
Attachment: 2022-08-15_UPH - Hwy 60 Architectural Concept (2022 - 38 : Resolution to Amend the Character Area Map)



4 Levels 2/3
1" = 50'-0"



1 Architectural Site Plan - Level 1
1" = 50'-0"

TOTAL UNITS : 288	**BUILDING 1000 : TYPE 1**	**BUILDING 2000 : TYPE 2**	**BUILDING 3000 : TYPE 2**	**BUILDING 4000 : TYPE 1**
TOTAL BEDS : 496	**78 UNITS**	**66 UNITS**	**66 UNITS**	**78 UNITS**
TOTAL 1 BR : 100 (35%) TOTAL 2 BR : 168 (58%) TOTAL 3 BR : 20 (7%)	**L1 -** 12 @1BR / 13 @2BR / 1 @3BR **L2 -** 8 @1BR / 16 @2BR / 2 @3BR **L3 -** 8 @1BR / 16 @2BR / 2 @3BR	**L1 -** 10 @1BR / 11 @2BR / 1 @3BR **L2 -** 6 @1BR / 14 @2BR / 2 @3BR **L3 -** 6 @1BR / 14 @2BR / 2 @3BR	**L1 -** 10 @1BR / 11 @2BR / 1 @3BR **L2 -** 6 @1BR / 14 @2BR / 2 @3BR **L3 -** 6 @1BR / 14 @2BR / 2 @3BR	**L1 -** 12 @1BR / 13 @2BR / 1 @3BR **L2 -** 8 @1BR / 16 @2BR / 2 @3BR **L3 -** 8 @1BR / 16 @2BR / 2 @3BR
TOTAL PARKING : 524	1BR = 28 TOTAL 2BR = 45 TOTAL 3BR = 5 TOTAL **133 BEDS TOTAL**	1BR = 22 TOTAL 2BR = 39 TOTAL 3BR = 5 TOTAL **115 BEDS TOTAL**	1BR = 22 TOTAL 2BR = 39 TOTAL 3BR = 5 TOTAL **115 BEDS TOTAL**	1BR = 28 TOTAL 2BR = 45 TOTAL 3BR = 5 TOTAL **133 BEDS TOTAL**

UNIT TYPE KEY	
	= 1 BEDROOM
	= 2 BEDROOM
	= 3 BEDROOM

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45 W Crossville Rd, Suite A
Roswell, GA : 5
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HWY 60 APARTMENTS

Lumpkin County, GA

Attachment: 2022-08-15_UFH - Hwy 60 Architectural Concept (2022 - 38 : Resolution to Amend the Character Area Map)

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#	Rev	Date

Owner

Lumpkin County, GA

Architectural Site Plan

G002

Scale: As indicated

Revision Release:

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FOOTPRINT AREA = 31,542 SF

1 Code Analysis - Building 1000
1/32" = 1'-0"

31,542 SF Floor Plate

LEVEL 1:
-26 UNITS
- 1BR - 12 (RED)
- 2BR - 13 (GREEN)
- 3BR - 1 (BLUE)

LEVEL 2 / 3:
-26 UNITS
- 1BR - 8 (RED)
- 2BR - 16 (GREEN)
- 3BR - 2 (BLUE)

3 STORIES = 78 UNITS

SECTION 601
GENERAL

TABLE 601 FIRE-RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS (HOURS)

BUILDING ELEMENT	TYPE I		TYPE II		TYPE III		TYPE IV	TYPE V	
	A	B	A	B	A	B	HT	A	B
Primary structural frame[i] (see Section 202)	3[b],[c]	2[b],[c]	1[b]	0[b]	1[b]	0[b]	HT	1[b]	0[b]
Bearing walls Exterior[a] Interior	3 3[b]	2 2[b]	1 1	0 0	2 1	2 0	2 (1HT)	1 1	0 0
Nonbearing walls and partitions Exterior	See Table 602								
Nonbearing walls and partitions Interior[d]	0	0	0	0	0	0	See Section 2304.11.2	0	0
Floor construction and associated secondary members (see Section 202)	2	2	1	0	1	0	HT	1	0
Roof construction and associated secondary members (see Section 202)	1 1/2[b]	1[b],[c]	1[b],[c]	0[b]	1[b],[c]	0	HT	1[b],[c]	0

For SI: 1 foot = 304.8 mm.

a. Roof supports: Fire-resistance ratings of primary structural frame and bearing walls are permitted to be reduced by 1 hour where supporting a roof only.
b. Except in Group R, I-1, I-2 and R-1 occupancies, fire protection of structural members in roof construction shall not be required, including protection of primary structural frame members, roof framing and decking where every part of the roof construction is 20 feet or more above any floor immediately below. Fire-retardant-treated wood members shall be allowed to be used for such unprotected members.
c. Heavy timber shall be allowed where a 1-hour or 2-hour fire-resistance rating is required and where a 3-hour or less fire-resistance rating is required.
d. Not less than the fire-resistance rating required by other sections of this code.
e. Not less than the fire-resistance rating based on fire separation distance (see Table 602).
f. Not less than the fire-resistance rating as referenced in Section 704.10.

SECTION 602
CONSTRUCTION CLASSIFICATION

TABLE 602 FIRE-RESISTANCE RATING REQUIREMENTS FOR EXTERIOR WALLS BASED ON FIRE SEPARATION DISTANCE[a, f, g]

FIRE SEPARATION DISTANCE = X (feet)	TYPE OF CONSTRUCTION	OCCUPANCY GROUP H[d]	OCCUPANCY GROUP F-1, M, S-1[e]	OCCUPANCY GROUP A, B, E, F-2, I, R[b], S-2, U[c]
X ≤ 5[f]	All	3	2	1
5 ≤ X < 10	IA Others	3 2	2 1	1 1
10 ≤ X < 30	IA, IB IIB, IIIB Others	2 1 1	1 0 0	1[h] 0 0
X ≥ 30	All	0	0	0

For SI: 1 foot = 304.8 mm.

a. Load-bearing exterior walls shall also comply with the fire-resistance rating requirements of Table 601.
b. See Section 706.1.1 for party walls.
c. Open parking garages complying with Section 406 shall not be required to have a fire-resistance rating.
d. The fire-resistance rating of exterior walls with a fire separation distance greater than 30 feet is permitted to be reduced to 1 hour for occupancies in Group H-5.
e. For special requirements for Group S aircraft hangars, see Section 412.3.1.
f. Where Table 705.8 permits increasing exterior walls with unlimited area of unprotected openings, the required fire-resistance rating for fire-exterior walls is 3 hours.
g. For a building containing only a Group U occupancy private garage or carport, the exterior wall shall not be required to have a fire-resistance rating outside the fire separation distance is 5 feet (1524 mm) or greater.
h. For a Group R-3 building or Type IIA or Type IIB construction, the exterior wall shall not be required to have a fire-resistance rating where the fire separation distance is 3 feet (1524 mm) or greater.

602.1 General.
Buildings and structures erected or to be erected, altered or extended in height or area shall be classified in one of the five construction types defined in Sections 602.2 through 602.5. The building elements shall have a fire-resistance rating not less than that specified in Table 601 and exterior walls shall have a fire-resistance rating not less than that specified in Table 602. Where required to have a fire-resistance rating by Table 601, building elements shall comply with the applicable provisions of Section 703.2. The protection of openings, ducts and air transfer openings in building elements shall not be required unless required by other provisions of this code.

602.1.1 Minimum requirements.
A building or portion thereof shall not be required to conform to the details of a type of construction higher than that type which meets the minimum requirements based on occupancy even though certain features of such a building actually conform to a higher type of construction.

602.3 Type III.
Type III construction is that type of construction in which the exterior walls are of noncombustible materials and the interior building elements are of any material permitted by this code. *Fire-retardant-treated wood* framing and sheathing complying with Section 2303.2 shall be permitted within exterior wall assemblies of a 2-hour rating or less.

TABLE 506.2

OCCUPANCY CLASSIFICATION	SEE FOOTNOTES	TYPE OF CONSTRUCTION							
		TYPE I		TYPE II		TYPE III		TYPE IV	TYPE V	
		A	B	A	B	A	B	HT	A	B
R-2[f]	NS[b]	UL	UL	24,000	16,000	24,000	16,000	20,000	12,000	7,500
	S13R									
	S1	UL	UL	96,000	64,000	96,000	64,000	82,500	48,000	28,000
	SM	UL	UL	72,000	48,000	72,000	48,000	61,500	36,000	21,000

For SI: 1 square foot = 0.0929 m²

UL = Unlimited, NP = Not Permitted, NS = Buildings not equipped throughout with an automatic sprinkler system, S1 = Buildings a maximum of one story above grade plane equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1, S13R = Buildings two or more stories above grade plane equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.3 and Section 903.2.8, S13D = Buildings equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.3.

a. See Chapters 4 and 5 for specific exceptions to the allowable height or the chapter.
b. See Section 903.2 for the minimum thresholds for protection by an automatic sprinkler system for specific occupancies.
c. New Group H occupancies are required to be protected by an automatic sprinkler system in accordance with Section 903.2.5.
d. The NS value is only for use in evaluation of existing building area in accordance with the International Existing Building Code.
e. New Group U and U occupancies are required to be protected by an automatic sprinkler system in accordance with Section 903.2.10. For New Group U occupancies, Condition 1 see Exception 1 of Section 903.2.10.
f. New and existing Group I-2 occupancies are required to be protected by an automatic sprinkler system in accordance with Section 903.2.6 and Section 1103.5 of the International Fire Code
g. New Group H occupancies are the portions 2 and 3 of Section 903.2.5.
h. New Group R occupancies are required to be protected by an automatic sprinkler system in accordance with Section 903.2.8.
i. The maximum allowable area for a single-story nonsprinklered Group U greenhouse is permitted to be 4,000 square feet, or the allowable area shall be permitted to comply with Table 2702.1 of Appendix C.

506.2.3

506.2.3 Single-occupancy, multistory buildings.
The allowable area of a single-occupancy building with more than one story *above grade plane* shall be determined in accordance with Equation 5-2:

$$A_a = [A_t + (NS \times F_i)] \times S_a \quad \text{(Equation 5-2)}$$

where:

A_a = Allowable area (square feet)
A_t = Tabular allowable area factor (NS, S13R, S13D or SM value, as applicable) in accordance with Table 506.2.
NS = Tabular allowable area factor in accordance with Table 506.2 for a nonsprinklered building (regardless of whether the building is sprinklered).
I_f = Area factor increase due to frontage (percent) as calculated in accordance with Section 506.3.
S_a = Actual number of building *stories above grade plane*, not to exceed three. For buildings equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.2, use the actual number of building stories *above grade plane*, not to exceed four.
No individual story shall exceed the allowable area (A_a) as determined by Equation 5-2 using the value of $S_a = 1$.

[A] PUBLIC WAY. A street, alley or other parcel of land open to the outside air leading to a street, that has been deeded, dedicated or otherwise permanently appropriated to the public for public use and which has a clear width and height of not less than 10 feet (3048 mm).

506.3

506.3 Frontage increase.
Every building shall adjoin or have access to a public way to receive an area factor increase based on frontage. Area factor increase shall be determined in accordance with Sections 506.3.1 through 506.3.3.

506.3.1 Minimum percentage of perimeter.
To qualify for an area factor increase based on frontage, a building shall have not less than 25 percent of its perimeter on a public way or open space. Such open space shall be either on the same lot or dedicated for public use and shall be accessed from a street or approved *fire lane*.

506.3.2 Minimum frontage distance.
To qualify for an area factor increase based on frontage, the *public way* or open space adjacent to the building perimeter shall have a minimum distance (*W*) of 20 feet (6096 mm) measured at right angles from the building face to any of the following:

1. The closest interior lot line.
2. The entire width of a street, alley or public way.
3. The exterior face of an adjacent building on the same property.

Where the value of *W* is greater than 30 feet (9144 mm), a value of 30 feet (9144 mm) shall be used in calculating the building area increase based on frontage, regardless of the actual width of the public way or open space. Where the value of *W* varies along the perimeter of the building, the calculation performed in accordance with Equation 5-4 shall be based on the weighted average value calculated in accordance with Equation 5-4.

$$W = (L_1 \times w_1 + L_2 \times w_2 + L_3 \times w_3 \ldots)/F \quad \text{(Equation 5-4)}$$

where:

W (Width- weighted average) = Calculated width of public way or open space (feet).
L_n = Length of a portion of the exterior perimeter wall.
w_n = Width (≥ 20 feet) of a public way or open space associated with that portion of the exterior perimeter wall.
F = Building perimeter that fronts on a public way or open space having a width of 20 feet (6096 mm) or more.
Exception: Where a building meets the requirements of Section 507, as applicable, except for compliance with the minimum 60-foot (18 288 mm) public way or yard requirement, and the value of *W* is greater than 30 feet (9144 mm), the value of *W* shall not exceed 60 feet (18 288 mm).

506.3.3 Amount of increase.
The area factor increase based on frontage shall be determined in accordance with Equation 5-5:

$$I_f = 0.25F - 0.25[W/30] \quad \text{(Equation 5-5)}$$

where:

I_f = Area factor increase due to frontage.
F = Building perimeter that fronts on a public way or open space having minimum distance of 20 feet (6096 mm).
P = Perimeter of entire building (feet).
W = Width of public way or open space (feet) in accordance with Section 506.3.2

BUILDING TYPE IIIA / R-2

per 506.3

W = (L1*w1 + L2*w2 + L3*w3...)/F

if W is greater than 30', then 30' is used as W value

F = perimeter of building fronting on public way with min distance of 20'
F = 233.61 + 169.78 + 162.35 + 57.27 + 222.37 + 173.39 + 173.59 + 51.24 = **1,243.6**

W = [(233.61 * 30) + (169.78*30) + (162.35*30) + (57.27*30) + (222.37*30) + (173.39*30) + (173.59*30) + (51.24*30)] / F
W = [(7,008.3) + (5,093.4) + (4,870.5) + (1,718.1) + (6,671.1) + (5,201.7) + (5,207.7) + (1,537.2)] / F
W = 37,308 / 1,243.6
W = 30

AMOUNT OF INCREASE --> iF = [F/P - 0.25]W/30

iF = [1,243.6/1,243.6 - 0.25]*30/30
iF = [0.75]*1

iF = 0.75

per Table 506.2
Aa = [At + (NS * iF)] *Sa

At = 72,000
NS = 24,000
If = 0.75
Sa=3

ALLOWABLE AREA FOR TOTAL BUILDING AREA = [72,000 + [24,000*0.75)] * 3 = **270,000 SF**
ALLOWABLE AREA FOR SINGLE FLOOR OF BUILDING = [72,000 + [24,000 * 0.75)] * 1 **= 90,000 SF**

15.c

KANON Architec c
45 W Crossville Rd, Suite A
Roswell, GA ; 5
www.kanonarc.com // 678 462 5

HWY 60 APARTMENTS

Lumpkin County, GA

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#	Rev	Date

Owner

Lumpkin County, GA

Code Analysis

G100

Scale: As indicated

Revision Release:

Generated: 8/15/2022 5:53:43 PM

Attachment: 2022-08-15_UFH - Hwy 60 Architectural Concept (2022 - 38 : Resolution to Amend the Character Area Map)

Attachment: 220716_Hwy 60 Apartments - Render 1 (2022 - 38 : Resolution to Amend the Character Area Map)

Attachment: 220716_Hwy 60 Apartments - Render 2 (2022 - 38 : Resolution to Amend the Character Area Map)

Attachment: 220716_Hwy 60 Apartments - Render 3 (2022 - 38 : Resolution to Amend the Character Area Map)

Attachment: 220716_Hwy 60 Apartments - Render 4 (2022 - 38 : Resolution to Amend the Character Area Map)

Attachment: 220716_Hwy 60 Apartments - Render 5 (2022 - 38 : Resolution to Amend the Character Area Map)

Attachment: 220716_Hwy 60 Apartments - Render 6 (2022 - 38 : Resolution to Amend the Character Area Map)

Attachment: 220716_Hwy 60 Apartments - Render 7 (2022 - 38 : Resolution to Amend the Character Area Map)

Attachment: 220716_Hwy 60 Apartments - Render 8 (2022 - 38 : Resolution to Amend the Character Area Map)

Attachment: 220716_Hwy 60 Apartments - Render 9 (2022 - 38 : Resolution to Amend the Character Area Map)

Attachment: 220716_Hwy 60 Apartments - Render 10 (2022 - 38 : Resolution to Amend the Character Area Map)

Attachment: 220716_Hwy 60 Apartments - Render 11 (2022 - 38 : Resolution to Amend the Character Area Map)

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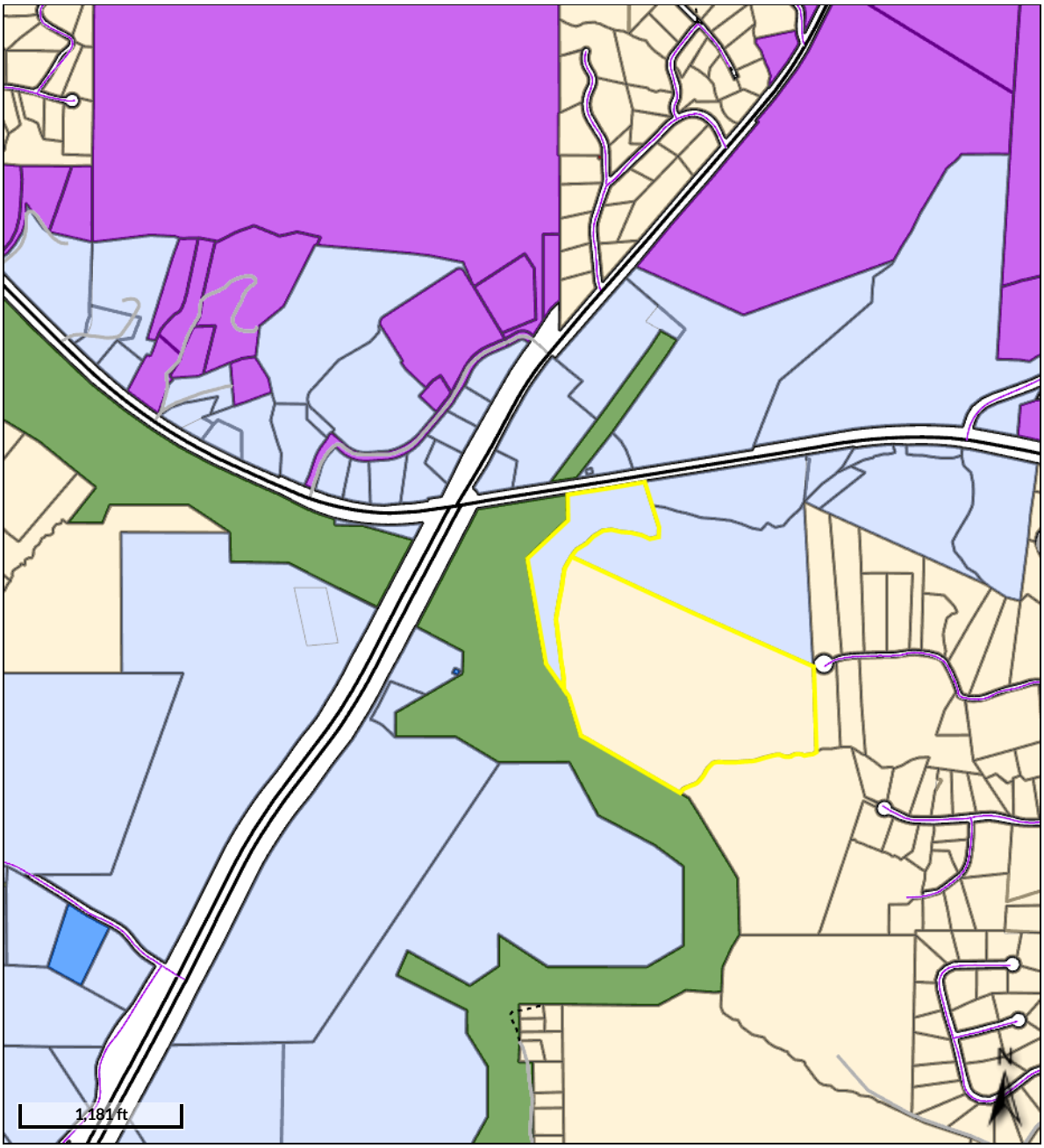
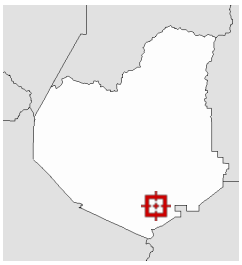


Overview



Legend

- Parcels

Character Area 2021

- Commerce Corridc
- Gateway Corridor
- Gateway Corridor Overlay District
- Community Village Center
- Neighborhood Village Center
- Agricultural Preservation
- Residential Growth
- Rural Places
- Industrial
- Public/Institutiona
- Recreation/Open Space/Conservatic
- Transportation/Co
- City of Dahlonega

Date created: 7/18/2022
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Developed by Schneider GEOSPATIAL

Attachment: Location Map with Character Area (2022 - 38 : Resolution to Amend the Character Area Map)

KRISHNAN COMPANY

CERTIFIED PUBLIC ACCOUNTANT

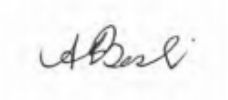
March 31, 2015

To Whom It May Concern:

This is to certify that the Ramakrishnan Srinivasan is the 100 % shareholders of United Family Homes, LLC (FEI # 27-1539230) located at 10050 Medlock Bridge Road, Ste 220 C, Johns Creek, Ga 30097. And we are Certified Public Accountants for his personal and corporate taxes for last 5 years.

If you have any further questions regarding this account kindly contact us at 770-368-1030.

Yours truly,



Krishnan Company, P.C., CPA

CPA SM

America Counts on CPAs

746 HOLCOMB BRIDGE ROAD, NORCROSS, GA 30071

TEL. 770 . 368 . 1030 FAX. 770 . 368 . 1060 WWW.KRISHNANCO.COM

Attachment: United Family Homes_Ownership document (2022 - 38 : Resolution to Amend the Character Area Map)

Lumpkin County, Georgia

Finance Department

Date: September 6, 2022

Agenda Item: Resolution Authorizing Among Other Things the Execution of an IGA & Bond Purchase Agreement

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

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

WHEREAS, the Lumpkin County Public Building Authority (the "Authority") is a public body corporate and politic created pursuant to the Lumpkin County Public Building Authority Act (2001 Ga. Laws, p. 3501 *et seq.*, as amended (the "Act")); and

WHEREAS, pursuant to the Act, the Authority has the power to (a) acquire, construct, add to, extend, improve, equip, operate and maintain "projects" (as defined in the Act), (b) execute contracts, leases, agreements and instruments necessary or convenient in connection with the acquisition, construction, addition, extension, improvement, equipping, operation or maintenance of a project and (c) issue revenue bonds for the purpose of paying the costs of a project and for the purpose of refunding revenue bonds previously issued; and

WHEREAS, under the terms of the Act, "project" means and includes all buildings and facilities necessary or convenient for the efficient operation of Lumpkin County, Georgia (the "County"); and

WHEREAS, pursuant to the Revenue Bond Law of the State of Georgia (O.C.G.A. Section 36-82-60, *et seq.,* as amended) (the "Revenue Bond Law"), the Authority and the County have the power to (a) construct, reconstruct, improve, better and extend any "undertaking" (as defined in the Revenue Bond Law), (b) operate and maintain any undertaking and (c) issue revenue bonds to finance the cost of the acquisition, construction, reconstruction, improvement, betterment or extension of any undertaking; and

WHEREAS, under the terms of the Revenue Bond Law, "undertaking" means and includes parks, tennis courts, swimming pools, playgrounds and athletic fields; and

WHEREAS, pursuant to Article IX, Section II, Paragraph III(a)(5) of the Constitution of the State of Georgia, the County has the power to provide parks, recreational areas, programs and facilities; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the Authority proposes to issue its (a) Tax-Exempt Revenue Bonds, Series 2022A (the "Series 2022A Bonds") for the purpose of (i) acquiring, constructing and equipping a gymnasium, a pool, a lazy river, water slides, a splash pad, pickleball courts and any other recreation projects deemed desirable by the County (the "Projects"), (ii) paying capitalized interest on the Series 2022A Bonds and (iii) paying the costs of issuing the Series 2022A Bonds and (b) Taxable Revenue Bonds, Series 2022B (the "Series 2022B Bonds" and together with the Series 2022A Bonds, the "Bonds") for the purpose of (i) paying a portion of the debt service on the Authority's Revenue Bond (County Recreation Projects), Series 2020A (the "Series 2020A Bond"), the proceeds of which are being used to pay for a portion of the costs of the Projects, (ii) paying capitalized interest on the Series 2022B Bonds and (iii) paying the costs of issuing the Series 2022B Bonds; and

WHEREAS, the Bonds will be issued by the Authority pursuant to a resolution adopted by the Authority on August 9, 2022, as supplemented on September 20, 2022 (the "Resolution"); and

WHEREAS, the Authority and the County propose to enter into an Intergovernmental Contract, dated as of October 1, 2022 or the first day of the month in which the Bonds are issued (the "Contract"), pursuant to which the Authority will agree to, among other things, (a) issue the Bonds and (b) sell the Projects to the County, and the County will agree to, among other things, (a) buy the Projects from the Authority, (b) acquire, construct,

equip and operate the Projects, (c) pay the Authority amounts sufficient to enable the Authority to pay the debt service on the Bonds (the "Contract Payments") and (d) levy an ad valorem property tax, unlimited as to rate or amount, on all property in the County subject to such tax in order to make such Contract Payments; and

WHEREAS, the Bonds will be secured by a first lien on the Contract, the Contract Payments and the moneys and investments in the funds created in the Resolution; and

WHEREAS, the Authority, the County and Stifel, Nicolaus & Company, Incorporated, as underwriter (the "Underwriter"), also propose to enter into a Bond Purchase Agreement, dated September 20, 2022 (the "Bond Purchase Agreement"), pursuant to which the Underwriter will buy the Bonds from the Authority and resell them to the purchasers of the Bonds; and

WHEREAS, the County also proposes to ratify the distribution of a Preliminary Official Statement, dated [POS Date] (the "Preliminary Official Statement") and authorize the execution and distribution of an Official Statement, dated September 20, 2022 (the "Official Statement") related to the Bonds; and

WHEREAS, the County also proposes to execute a Continuing Disclosure Certificate, dated September 20, 2022 (the "Disclosure Certificate") in order to enable the Underwriter to comply with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (the "Rule"); and

WHEREAS, the County also proposes to authorize the execution, delivery and performance of a Custodial Agreement, dated as of October 1, 2021 or the first day of the month in which the Bonds are issued, (the "Custodial Agreement"), among the Authority, the County and U.S. Bank National Association, as custodian; and

WHEREAS, the County also proposes to authorize the execution, delivery and performance of a Paying Agency Agreement, dated as of October 1, 2022 or the first day of the month in which the Bonds are issued (the "Paying Agency Agreement"), among the Authority, the County and Regions Bank, as paying agent and bond registrar; and

WHEREAS, the County also proposes to authorize the execution, delivery and performance of an Escrow Agreement, dated as of October 1, 2022 or the first day of the month in which the Bonds are issued (the "Escrow Agreement"), among the Authority, the County and Regions Bank, as escrow agent; and

WHEREAS, the County also proposes to authorize the execution, delivery and performance of a First Amendment to Installment Sale Agreement (Series 2020A), dated as of October 1, 2022 or the first day of the month in which the Bonds are issued (the "First Amendment"), among the Authority, the County and the owner of the Series 2020A Bond; and

WHEREAS, the County also proposes to authorize the execution, delivery and performance of a Limited Warranty Deed, dated as of October 1, 2022 or the first day of the month in which the Bonds are issued (the "Limited Warranty Deed"), from the County in favor of the Authority.

NOW, THEREFORE, BE IT RESOLVED by the LUMPKIN COUNTY BOARD OF COMMISSIONERS, as follows:

Section 1. **Authorization Financing of the Projects**. The financing of the Projects as described above is hereby authorized.

Section 2. **Authorization of Bonds**. The issuance of the Bonds by the Authority is hereby authorized to the extent necessary.

Section 3. **Acknowledgement of Resolution**. The County hereby acknowledges the receipt and terms of the Resolution.

Section 4. **Authorization of the Contract**. The execution, delivery and performance of the Contract are hereby authorized. The Contract shall be executed by the Chairman or Vice-Chairman. The Clerk may attest the same and the seal may be impressed thereon. The Contract shall be in substantially the form attached

hereto as Exhibit "A," subject to such changes, insertions and omissions as may be approved by the person executing the same, and the execution of the Contract shall be conclusive evidence of any such approval. The Contract is by this reference thereto spread upon the minutes.

Section 5. Authorization of the Bond Purchase Agreement. The execution, delivery and performance of the Bond Purchase Agreement are hereby authorized. The Bond Purchase Agreement shall be executed by the Chairman or Vice-Chairman. The Clerk may attest the same and the seal may be impressed thereon. The Bond Purchase Agreement shall be in substantially the form attached hereto as Exhibit "B," subject to such changes, insertions and omissions as may be approved by the person executing the same, and the execution of the Bond Purchase Agreement shall be conclusive evidence of any such approval. The Bond Purchase Agreement is by this reference thereto spread upon the minutes.

Section 6. Authorization of Official Statements. The distribution of the Preliminary Official Statement is hereby ratified and approved. The execution and delivery of the certificate deeming the Preliminary Official Statement final as required by the Rule are hereby ratified and approved. The execution and distribution of the Official Statement are hereby authorized. The Official Statement shall be executed by the Chairman or Vice-Chairman. The Official Statement shall be in substantially the same form as the Preliminary Official Statement presented at this meeting and on file with the Clerk, subject to such changes, insertions and omissions as may be approved by the person executing the same, and the execution of the Official Statement shall be conclusive evidence of any such approval.

Section 7. Authorization of Disclosure Certificate. The execution, delivery and performance of the Disclosure Certificate are hereby authorized. The Disclosure Certificate shall be executed by the Chairman or Vice-Chairman. The Clerk may attest the same and the seal may be impressed thereon. The Disclosure Certificate shall be in substantially the form attached to the hereto as Exhibit "C," subject to such changes, insertions and omissions as may be approved by the person executing the same, and the execution of the Disclosure Certificate shall be conclusive evidence of any such approval. The Disclosure Certificate is by this reference thereto spread upon the minutes.

Section 8. Authorization of Custodial Agreement. The execution, delivery and performance of the Custodial Agreement are hereby authorized. The Custodial Agreement shall be executed by the Chairman or Vice-Chairman. The Clerk may attest the same and the seal may be impressed thereon. The Custodial Agreement shall be in substantially the form attached to the hereto as Exhibit "D," subject to such changes, insertions and omissions as may be approved by the person executing the same, and the execution of the Custodial Agreement shall be conclusive evidence of any such approval. The Custodial Agreement is by this reference thereto spread upon the minutes.

Section 9. Authorization of Paying Agency Agreement. The execution, delivery and performance of the Paying Agency Agreement are hereby authorized. The Paying Agency Agreement shall be executed by the Chairman or Vice-Chairman. The Clerk may attest the same and the seal may be impressed thereon. The Paying Agency Agreement shall be in substantially the form attached to the hereto as Exhibit "E," subject to such changes, insertions and omissions as may be approved by the person executing the same, and the execution of the Paying Agency Agreement shall be conclusive evidence of any such approval. The Paying Agency Agreement is by this reference thereto spread upon the minutes.

Section 10. Authorization of Escrow Agreement. The execution, delivery and performance of the Escrow Agreement are hereby authorized. The Escrow Agreement shall be executed by the Chairman or Vice-Chairman. The Clerk may attest the same and the seal may be impressed thereon. The Escrow Agreement shall be in substantially the form attached to the hereto as Exhibit "F," subject to such changes, insertions and omissions as may be approved by the person executing the same, and the execution of the Escrow Agreement shall be conclusive evidence of any such approval. The Escrow Agreement is by this reference thereto spread upon the minutes.

Section 11. Authorization of First Amendment. The execution, delivery and performance of the First Amendment are hereby authorized. The First Amendment shall be executed by the Chairman or Vice-Chairman. The Clerk may attest the same and the seal may be impressed thereon. The First Amendment shall be in substantially the form attached to the hereto as Exhibit "G," subject to such changes, insertions and omissions as may be approved by the person executing the same, and the execution of the First Amendment shall be conclusive evidence of any such approval. The First Amendment is by this reference thereto spread upon the minutes.

Section 12. **Authorization of Limited Warranty Deed**. The execution, delivery and performance of the Limited Warranty Deed are hereby authorized. The Limited Warranty Deed shall be executed by the Chairman or Vice-Chairman. The Clerk may attest the same and the seal may be impressed thereon. The Limited Warranty Deed shall be in substantially the form attached to the hereto as Exhibit "H," subject to such changes, insertions and omissions as may be approved by the person executing the same, and the execution of the Limited Warranty Deed shall be conclusive evidence of any such approval. The Limited Warranty Deed is by this reference thereto spread upon the minutes.

Section 13. **Validation of Bonds**. All actions taken in connection with the validation of the Bonds are hereby ratified and approved.

Section 14. **Tax and Non-Arbitrage Certificate**. Any officer of the County is hereby authorized to execute a tax and non-arbitrage certificate with respect to the Bonds in order to comply with Section 148 of the Internal Revenue Code of 1986, as amended.

Section 15. **General Authority**. The officers, employees and agents of the County are hereby authorized, empowered and directed to do all such acts and things, including, but not limited to making covenants on behalf of the County and to execute all such documents and certificates as may be necessary to carry out the transactions contemplated by this Resolution.

Section 16. **Actions Approved and Confirmed**. All acts and doings of the officers, employees and agents of the County which are in conformity with the purposes and intent of this Resolution are hereby authorized and approved.

Section 17. **Repealing Clause**. Any and all resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

Section 18. **Effective Date**. This Resolution shall take effect immediately upon its adoption.

[Remainder of Page Intentionally Left Blank]

ADOPTED on September 20, 2022.

LUMPKIN COUNTY BOARD OF COMMISSIONERS

(SEAL)

By:_____
Chairman

Attest:

_____
Clerk

EXHIBIT "A"

FORM OF CONTRACT
EXHIBIT "B"

FORM OF BOND PURCHASE AGREEMENT
EXHIBIT "C"

FORM OF DISCLOSURE CERTIFICATE

EXHIBIT "D"

FORM OF CUSTODIAL AGREEMENT

EXHIBIT E"

FORM OF PAYING AGENCY AGREEMENT

EXHIBIT "F"

FORM OF ESCROW AGREEMENT

EXHIBIT "G"

FORM OF FIRST AMENDMENT

EXHIBIT "H"

FORM OF WARRATNY DEED

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Board of Commissioners Department

Date: September 6, 2022

Agenda Item: Appoint Member to Veterans Affairs Committee - Trent Miller to Seat 9, unexpired term end 04/14/2023

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

<Insert Resolution Here>

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Animal Shelter Department

Date: September 6, 2022

Agenda Item: Animal Shelter Professional Vet Services

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

Facts & Historical Information: The Lumpkin County Animal Shelter is required to operate under the guidance and DEA controlled substance registration certificate of a state licensed veterinarian. The veterinarian provides a higher level of medical care for the animals than staff can provide, and the doctor also has oversight of the shelter's medical practices. Additionally, the veterinarian's DEA controlled substance registration certificate allows access to certain medications that the shelter would otherwise be prohibited from using and keeping on-premise. Since the shelter does not have a full or part time veterinarian on staff, the DEA license must be obtained through a designated veterinarian with whom we contract. The service provided by our current contractor has met every shelter need and the doctor works well with staff. This type of relationship is crucial to shelter operations and allows us to provide a superior level of care to our shelter animals. As with everything, the cost incurred by providing services has increased and, for 2023, our veterinarian has passed along a modest increase from $1,250.00 per month to $1,400.00 per month or $16,800.00 a year. It should be noted that the last increase was prior to 2017.

Since this contract falls under professional services, the Board of Commissioners is requested to approve the renewal of this contract with Dr. Emily J. Wallin, DVM, to be effective January 1, 2023. Dr. Wallin owns and operates Hemlock Animal Hospital here in Lumpkin County and has an existing relationship with our shelter. Dr. Wallin currently serves as the shelter's contracted veterinarian and continues to provide exceptional serves. She has extensive experience in shelter medicine and large-scale animal spay neuter services. This contract renewal would also allow continued access to a veterinarian who lives in this county and could provide necessary after-hours and/or emergency field work as may be needed in the event of cruelty cases which sometimes require quick responses, as well as access to nearby diagnostic equipment.

Potential Courses Of Action:

A. Consider approving the renewal of this contract with Dr. Emily Wallin DVM, as presented with cost increase.

B. Consider searching for a new provider.

Compare and Contrast: Course of Action A will allow the shelter to continue to work with a veterinarian who we know provides a consistent high level of service while providing the animal shelter with a DEA controlled substance registration certificate. Additionally, this would allow staff access to a veterinarian who could be on call to assist our animal control officer with necessary field operations. Course of Action B would likely mean that, the

shelter would have to find a service provider unfamiliar with our shelter operations as well as create the need to apply for a new controlled substance registration DEA certificate. Any resulting break in service could mean that the shelter's access to certain drugs and veterinary services may prevent the shelter from providing necessary levels of service.

Budget Impact: Course of Action A will increase the contracted amount from $15,000.00 a year to $16,800.00. This increase was included in the animal shelter 2023 budget request. The impact of Course of Action B is unknown.

Staff Recommendation: **Staff request the contract be renewed as presented with DR. Emily Wallin, DVM, Course of Action A.**

Attachments:
2023 Animal Shelter Professional Vet Services Contract

LUMPKIN COUNTY
CONTRACT AGREEMENT - ANIMAL SHELTER VETERINARY SERVICES 2023

THIS AGREEMENT entered into as of September 20, 2022, with an effective date of January 1, 2023, by and between Lumpkin County, a political subdivision of the State of Georgia, hereinafter referred to as the "County," and Emily J. Wallin, DVM, hereinafter referred to as the "Contractor."

WHEREAS, the County desires to obtain veterinary services for the Lumpkin County Animal Shelter hereinafter referred to as the "Shelter;" and,

WHEREAS, the Contractor desires to provide the County with veterinary services at the Shelter,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **DESCRIPTION OF SERVICES**. The Contractor will provide veterinary services including approximately one to two visits to the Shelter per week, generally, two (2) to four (4) hours per visit and emergency services as needed.

Additionally, at Contractor's expense, the Contractor shall maintain a DEA controlled substance certificate to cover Schedules 2, 2N, 3, 3N, 4 and 5 Drugs. The certificate must list the Shelter's address of 1363 Red Oak Flats Rd, Dahlonega, GA 30533. The certificate must be active as of January 1, 2023, and must remain active for the duration of this contract.

2. **PERFORMANCE OF SERVICES**. The manner in which the Services are to be performed and the specific hours to be worked shall be determined by the Contractor. The County will rely on the Contractor to work as many hours as may be reasonably necessary to fulfill the Contractor's obligations under this agreement.

3. **PAYMENT**. The County will pay a fee to the Contractor for the Services in the amount of $16,800.00 per year, which shall be paid in monthly installments of $1,400.00 no later than the 15th day of each month. In addition, the County shall pay for any and all hospital expenses, including pharmaceuticals, surgical and diagnostic services, supplies, equipment, and other expenses related to the care and treatment of animals owned by the Shelter and for treatment of its animals upon prior approval of the Shelter Director.

4. **TERMS OF AGREEMENT**. This agreement is for a period of one year from January 1, 2023 to December 31, 2023; absent notice by either party on or before December 1 of the current contract year, this contract will automatically renew for the following year, on the same terms and conditions as set out herein. Any amendment to the terms and conditions set out herein shall be in writing and signed by each of the parties. This agreement may be terminated at any time by

Attachment: 2023 Animal Shelter Professional Vet Services Contract (2022-056 : Animal Shelter Professional Vet Services)

mutual written consent or upon thirty days advance written notice by either party. If terminated by the County, any payments previously made will be retained by the Contractor.

5. **TAXES**. The Contractor understands that it is responsible for any tax liability arising from this Agreement specifically, including any tax withholding for its employees. The County shall not be responsible for, nor indemnify the Contractor for, any federal, state, or local taxes, which may be imposed or levied upon the subject matter of this Agreement.

6. **RELATIONSHIP OF PARTIES**. It is understood by the parties that Contractor is an independent contractor and not an employee of the County. The County will not provide any benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Contractor.

7. **EMPLOYEES**. The Contractor's employees, if any, who perform services under this Agreement shall also be bound by the provisions of this Agreement. At the request of the County, the contractor shall provide adequate evidence that such persons are the Contractor's employees.

8. **INJURIES**. The Contractor acknowledges its obligation to obtain appropriate insurance coverage for the benefit of the Contractor (and the Contractor's employees, if any). The Contractor waives any rights to recovery from the County for any injuries that the Contractor (and/or the Contractor's employees) may sustain while performing services under this Agreement and that are a result of the negligence of the Contractor or the Contractor's employees.

9. **COMPLIANCE WITH LAWS**. The Contractor shall comply with all state and federal laws, County ordinances, rules, regulations, policies, and directives relating to the services to be performed hereunder. The Contractor understands that absolutely no alcohol and unlawful drugs are allowed on the County's premises at any time.

10. **NONDISCRIMINATION**. The Contractor agrees to not unlawfully discriminate against any person because of race, religion, creed, color, age, sex, disability or national origin of ancestry in the execution and fulfillment of this Agreement.

11. **INDEMNIFICATION**. Neither party will agree to indemnify or hold the other harmless from any claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the County or the Contractor that result from the acts or omissions of either party or its employees or agents.

12. **ASSIGNMENT**. The Contractor's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the County.

13. **RETURN OF RECORDS**. Upon termination of this Agreement, the Contractor shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in the

Attachment: 2023 Animal Shelter Professional Vet Services Contract (2022-056 : Animal Shelter Professional Vet Services)

Contractor's possession or under the Contractor's control and that are the County's property or relate to the County's business. It is specifically agreed by the parties that any veterinary records, reports, and other documents created by the Contractor at the Shelter shall be the County's property and shall remain at the Shelter. Any veterinary records, reports, and other documents created by the Contractor's office or any other veterinary facility shall remain property of the Contractor; however, the County shall be provided a copy of such documents.

14. **NOTICES**. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for Contractor:
Emily J. Wallin, DVM
73 Maxwell Lane, Ste B-2
Dahlonega, GA 30533

If for Lumpkin County:
Alan Ours, County Manager
Lumpkin County
99 Courthouse Hill, Suite H
Dahlonega, GA 30533

Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

15. **ENTIRE AGREEMENT**. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties.

16. **AMENDMENT**. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

17. **SEVERABILITY**. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

18. **WAIVER OF CONTRACTUAL RIGHT**. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

19. **APPLICABLE LAW**. The agreement shall be governed by the State of Georgia. Any term of this Agreement that does not comply with applicable law will not be effective if the law does not expressly or impliedly permit variation by agreement. If any part of this Agreement cannot be enforced according to its terms, this fact will not affect the balance of this agreement.

Attachment: 2023 Animal Shelter Professional Vet Services Contract (2022-056 : Animal Shelter Professional Vet Services)

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

LUMPKIN COUNTY

By: _____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

CONTRACTOR:

_____
Emily J. Wallin, DVM

Attachment: 2023 Animal Shelter Professional Vet Services Contract (2022-056 : Animal Shelter Professional Vet Services)

Lumpkin County, Georgia

Planning Department

Date:	September 6, 2022
Agenda Item:	Payroc Merchant Processing Agreement – IWORQ Permitting Software Online Payment System
Item Description:	Payroc Merchant Processing Agreement – IWORQ Permitting Software Online Payment System. Payroc provides the credit card processing service for IWorQ permitting software.
Facts & Historical Information:	In June 2022, the BOC approved the iWorQ permitting software. Payroc provides the credit card processing service for iWorQ.
Potential Courses Of Action:	A. Approve the contract with Payroc that allows for online permit payments. B. Deny approval.
Budget Impact:	No impact. 3.5% credit card charge is included in the permitting fees.
Staff Recommendation:	**It is the recommendation of staff to sign the Payroc agreement in order to fully utilize iWorQ permitting software.**

Lumpkin County, Georgia

Development Authority Department

Date: September 6, 2022

Agenda Item: Amendment to the Financial Assistance Award Form CD-451 for Award 13-08-I2210

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

Facts & Historical Information: On August 16, 2022 staff received an amendment to the original NTIA Federal Assistance Award accepted by the BOC on March 15, 2022. The amendment is a result of descoping certain census blocks to eliminate duplication with the Georgia State Fiscal Recovery Fund (SFRF) broadband infrastructure project.

The final NTIA project budget is $5,172,043, with $3,236,198 in federal funding and $1,935,845 contributed by Windstream.

The final SFRF project budget is $15,235,609, with in $3,713,194 state funding and $11,522,415 contributed by Windstream.

As an award recipient, consideration and acceptance by the BOC is required.

Potential Courses Of Action:
A. Approve the contract.
B. Not approve the contract.

Comparison of Courses of Action: A. COA A allows staff to move forward with the NTIA portion of the broadband infrastructure project.

B. COA B will halt the NTIA portion of the broadband infrastructure project.

Budget Impact: There is no negative impact to the County's operating budget.

Staff Recommendation: **Staff's recommendation is to accept the award amendment.**

Attachments:

GA - I2210-1 CD-451 signed 8.16.22

FORM CD-451
(REV. 11/18)

U.S. DEPARTMENT OF COMMERCE

X 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
1

STREET ADDRESS
99 Courthouse Hill Suite H

EFFECTIVE DATE

CITY, STATE ZIP
Dahlonega, GA 30533-5041

EXTEND PERIOD OF PERFORMANCE TO
(IF APPLICABLE)

COSTS ARE REVISED AS FOLLOWS:	PREVIOUS ESTIMATED COST	ADD	DEDUCT	TOTAL ESTIMATED COST
FEDERAL SHARE OF COST	$8,154,539.00	$0.00	$4,918,341.00	$3,236,198.00
RECIPIENT SHARE OF COST	$4,640,909.00	$0.00	$2,705,064.00	$1,935,845.00
TOTAL ESTIMATED COST	$12,795,448.00	$0.00	$7,623,405.00	$5,172,043.00

REASON(S) FOR AMENDMENT

This amendment hereby approves 1) the descoping of census blocks to eliminate duplication of funding in accordance with Specific Award Conditions (SAC) #17 No Duplication of Funding and #18 No Overbuilds with Federal Funding; 2) reprogramming of funds, reducing this award by $7,623,405; and 3) revisions of SAC #3 NTIA Program Contact Information, SAC #7 Period of Performance and Funding Limitations, and SAC #20 Federal and Non-Federal Cost Sharing.

All other terms and conditions remain in effect.

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.

X SPECIFIC AWARD CONDITION(S)

X LINE ITEM BUDGET

OTHER(S)

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

MERCEDES ERNEST MARTINEZ

Digitally signed by MERCEDES ERNEST MARTINEZ
Date: 2022.08.16 18:41:50 -04'00'

Mercedes Ernest Martinez

DATE

TYPED NAME, TYPED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

DATE

Attachment: GA - I2210-1 CD-451 signed 8.16.22 (2022-058 : Amendment to the Financial Assistance Award Form CD-451 for Award 13-08-

Award Number: 13-08-I2210, Amendment Number 1
Federal Program Officer: Emily You
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	$-4,918,341.00

Award Contact Information

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

NIST Grants Officer:
Mercedes Ernest Martinez
100 Bureau Drive, MS 1650
Gaithersburg, MD 20899-1650
(301) 975-0000

NIST Grants Specialist:
LaJuan Howard
100 Bureau Drive, MS 1650
Gaithersburg, MD 20899-1650
(301) 975-0000

Attachment: GA - I2210-1 CD-451 signed 8.16.22 (2022-058 : Amendment to the Financial Assistance Award Form CD-451 for Award 13-08-

NIST Financial Assistance Award Number: 13-08-I2210
Amendment: 01
Recipient: County of Lumpkin

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

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3. (REVISED) NTIA Contact Information:

Federal Program Officer
Emily You
National Telecommunications and Information Administration
US Department of Commerce
1401 Constitution Ave., NW
Washington, DC 20230
Email: eyou@ntia.gov

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

The period of performance and budget incorporated into this award cover a **1**-year period of performance and provide for a maximum total amount of **$3,236,198** in Federal funding. This award is being fully funded via this award action.

The maximum amount of NIST funding in support of this award will not exceed the amount specified in the award documents, unless otherwise amended in writing by the NIST Grants Officer. The Department of Commerce is not liable for any obligations, expenditures, or commitments which involve any amount in excess of the Federal funds being made available pursuant to this award.

20. (REVISED) Federal and Non-Federal Cost Sharing:

Pursuant to this award, NIST hereby approves the voluntary committed non-federal cost share in the amount of **$1,935,845** per the proposal's budget on the part of the recipient and becomes a binding requirement under subject award (*see* definition of "voluntary committed cost sharing" in 2 C.F.R. 200.1) . The cost sharing ratio for this award is **62.57%** Federal share and **37.43%** Non-Federal share. See 2 CFR §200.306 and Department of Commerce Financial Assistance Standard Terms and Conditions, Section B.03 for the treatment of cost sharing.

End of Specific Award Conditions

Attachment: GA - I2210-1 CD-451 signed 8.16.22 (2022-058 : Amendment to the Financial Assistance Award Form CD-451 for Award 13-08-I2210)

APPLICANT'S NAME_____

OMB Approval No. 0348-0041

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1 Administrative and legal expenses	$171,450	$0.00	$171,450.00
2 Land, structures, rights-of-way, appraisals, etc.	$0	$0.00	$0.00
3 Relocation expenses and payments	$0	$0.00	$0.00
4 Architectural and engineering fees	$537,264	$0.00	$537,264.00
5 Other architectural and engineering fees	$0	$0.00	$0.00
6 Project inspection fees	$0	$0.00	$0.00
7 Site work	$0	$0.00	$0.00
8 Demolition and removal	$0	$0.00	$0.00
9 Construction	$4,080,804	$0.00	$4,080,804.00
10 Equipment	$382,525	$0.00	$382,525.00
11 Miscellaneous	$0	$0.00	$0.00
12 SUBTOTAL	$5,172,043	$0.00	$5,172,043.00
13 Contingencies	$0	$0.00	$0.00
14 SUBTOTAL	$5,172,043	$0.00	$5,172,043.00
15 Project (program) income	$0	$0.00	$0.00
16 TOTAL PROJECT COSTS (*subtract #15 from #14)*	$5,172,043	$0.00	$5,172,043.00
FEDERAL FUNDING			
17 Federal assistance requested, calculated as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X __63_%		$ 3,236,198

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Prescribed by OMB Circular A-102

Attachment: GA - I2210-1 CD-451 signed 8.16.22 (2022-058 : Amendment to the Financial Assistance

Lumpkin County, Georgia

Finance Department

Date: September 6, 2022

Agenda Item: DebtBook Contract

Item Description: DebtBook Contract. Consideration of DebtBook Contract.

Facts & Historical Information:

In 2017, Governmental Accounting Standards Board (GASB) issued Statement No. 87. The objective of Statement No. 87 is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. GASB 87 implementation is required for the County's 2022 audit.

In order to implement GASB 87, all leases, whether the county is the lessee or lessor, must be evaluated and measured against GASB's definition of a lease. Values must be assigned to contracts that meet the definition of a lease and disclosed in the annual audit.

As part of the county's annual audit, staff uses Microsoft Excel to track outstanding debt, debt payments, and accrued interest. The process is manual and time-consuming. As the County's debt structure has become more complex, a debt management system would help by tracking all obligations by type of debt, purposes of issuance, and repayment source.

In looking for a lease/debt management system, DebtBook is the only known source to offer online debt and lease management services. DebtBook provides cloud-based software and meets the needs of all reporting requirements.

Potential Courses Of Action:

A. Approve the contract.
B. Do not approve the contract.

Budget Impact: The annual fee for the software is $9750. There are funds available in the Finance Department's 2022 and 2023 budgets.

Staff Recommendation: **Course of Action A.**

Attachments:
DebtBook Order Form TCs 7.25.22

ORDER FORM

Fifth Asset, Inc., d/b/a DebtBook ("**DebtBook**") is pleased to provide **Lumpkin County, GA**("**Customer**") with the Services subject to the terms established in this Order Form. This Order Form may be modified or replaced from time to time by a subsequent Order Form duly executed and delivered by each party in connection with any Renewal Term.

The Services are subject to DebtBook's General Terms & Conditions (the "**Terms & Conditions**"), which have been provided to Customer, and the Incorporated Documents referenced in the Terms & Conditions. Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

Order Details
Effective Date: 8/31/2022
Initial Term End Date: 8/30/2023
Initial Pricing Tier: Tier 2
Billing Frequency: Annually
Payment Terms: Net 30

Services. Subject to the terms described in this Order Form, DebtBook will grant Customer access to the Application Services during the Initial Term described above and, if applicable, each subsequent Renewal Term. As part of the initial implementation and onboarding process, DebtBook will provide Customer with the Implementation Services. DebtBook will also provide Customer with the Support Services throughout the Term.

Fees. DebtBook will charge Customer (1) a one-time Implementation Fee for its initial Implementation Services and (2) a recurring Subscription Fee for Customer's ongoing access to the Application Services and Support Services.

Generally, DebtBook sets Fees using its standard pricing schedule for the Services based on the Customer's applicable Pricing Tier, which is based on the total number and amount of debt and lease obligations outstanding at the time of determination. The Initial Pricing Tier indicated above is based on Customer's good faith estimate of its total number and amount of debt and lease obligations currently outstanding and will not change during the Initial Term, regardless of (1) the actual number or amount of the Customer's debt and lease obligations implemented as part of the Implementation Services or (2) any changes during the Initial Term to Customer's debt and lease obligations.

Billing. Unless otherwise provided in the Customer Terms, all Fees will be due and payable in advance on the terms indicated above, and each invoice will be emailed to the Customer's billing contact indicated below.

Renewal Term. The Initial Term is subject to renewal on the terms set forth in the Terms & Conditions. The pricing tier applicable for each Renewal Term will be determined based on the aggregate number and amount of the Customer's debt and lease obligations outstanding at the time of renewal.

Termination. The Agreement is subject to early termination on the terms set forth in the Terms & Conditions.

Entire Agreement. By executing this Order Form, each party agrees to be bound by (1) this Order Form, (2) the Terms & Conditions, (3) the Incorporated Documents, and (4) any Customer Terms.

This Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete "Agreement" between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

Intellectual Property. Except for the limited rights and licenses expressly granted to Customer under this Order Form and the Terms & Conditions, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the DebtBook IP.

Important Disclaimers & Limitations. EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF

Attachment: DebtBook Order Form TCs 7.25.22 (2022-059 : DebtBook Contract)

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET FORTH IN THE TERMS & CONDITIONS.

Notices. Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

Authority; Execution. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK

By: _____
Name: Tyler Traudt
Title: CEO

Notice Address

300 W. Summit Avenue, Suite 110
Charlotte, NC 28203
Attention: Chief Executive Officer
tyler.traudt@debtbook.com

LUMPKIN COUNTY, GA

By: _____
Name: _____
Title: _____

Notice Address

99 Courthouse Hill
Dahlonega, GA 30533
Attention: Abby Branan
abby.branan@lumpkincounty.gov

Billing Contact

99 Courthouse Hill
Dahlonega, GA 30533
Attention: Abby Branan
abby.branan@lumpkincounty.gov

Attachment: DebtBook Order Form TCs 7.25.22 (2022-059 : DebtBook Contract)

DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these "**Terms & Conditions**") which govern the Customer's access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, the Customer agrees to be bound by these Terms.

1. Definitions.

"**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

"**Agreement**" means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

"**Application Services**" means DebtBook's debt and lease management software-as-a-service application.

"**Appropriate Security Measures**" means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

"**Authorized User**" means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

"**Customer**" means the person or entity purchasing the Services as identified in the Order Form.

"**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

"**Customer Terms**" means any terms or agreements provided by Customer and applicable to the Services but only to the extent such terms or agreements are expressly referenced and incorporated into the Order Form. For the avoidance of doubt, "Customer Terms" does not include any purchase order or similar document generated by Customer unless such document is expressly referenced and incorporated into the Order Form.

"**DebtBook**" means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

"**DebtBook IP**" means (1) the Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

"**Documentation**" means DebtBook's end user documentation and content, regardless of media, relating to the Services made available from time to time on DebtBook's website at https://support.debtbook.com.

"**Feedback**" means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions for new features, functionality, or changes to the DebtBook IP.

"**Governing State**" means, if Customer is a governmental entity, the state in which Customer is located. Otherwise, "Governing State" means the State of North Carolina.

"**Implementation Services**" means onboarding and implementation services, including entry of relevant data, as necessary to make the Application Services available to the Customer during the Initial Term.

"**Incorporated Documents**" means, collectively, the Privacy Policy, the Documentation, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated

Attachment: DebtBook Order Form TCs 7.25.22 (2022-059 : DebtBook Contract)

Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at https://www.debtbook.com/legal.

"**Initial Term**" means the Initial Term of the Services beginning on the Effective Date and ending on the Initial Term End Date, as established in the Order Form.

"**Order Form**" means (1) the order document executed and delivered by DebtBook and Customer for the Initial Term or (2) to the extent applicable, any subsequent order document executed and delivered by DebtBook and Customer for any Renewal Term, including, in each case, any applicable Order Form Supplement.

"**Order Form Supplement**" means any Order Form Supplement expressly referenced and incorporated by reference into any Order Form.

"**Privacy Policy**" means, collectively, DebtBook's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with their terms.

"**Renewal Term**" means any renewal term established in accordance with the terms of the Agreement.

"**Services**" means, collectively, the Application Services, the Implementation Services, and the Support Services.

"**SLA**" means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook's website and as updated from time to time in accordance with its terms.

"**Support Services**" means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

"**Term**" means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

"**Usage Policy**" means, collectively, DebtBook's acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer's Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

Attachment: DebtBook Order Form TCs 7.25.22 (2022-059 : DebtBook Contract)

(e) Suspension. Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "**Service Suspension**"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify the Customer or disclose Customer's Confidential Information.

3. Service Levels and Support. Subject to the terms and conditions of the Agreement, DebtBook will use commercially reasonable efforts to make the Application Services and Support Services available in accordance with the SLA.

4. Fees and Payment.

(a) Fees. Customer will pay DebtBook the fees ("**Fees**") set forth in the Order Form. DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in the Order Form. Customer must pay all Fees in US dollars, and all Fees are fully earned once paid. To the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. Confidential Information.

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential

Attachment: DebtBook Order Form TCs 7.25.22 (2022-059 : DebtBook Contract)

Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party and make a reasonable effort to obtain a protective order; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5, on written request by Customer made within 30 days after the effective date of termination of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

Attachment: DebtBook Order Form TCs 7.25.22 (2022-059 : DebtBook Contract)

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED $1,000,000.

(c) Customer Indemnification. To the extent permitted by applicable law, Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

Attachment: DebtBook Order Form TCs 7.25.22 (2022-059 : DebtBook Contract)

10. Term and Termination.

(a) Term. Except as the parties may otherwise agree in the Order Form, or unless terminated earlier in accordance with the Agreement:

(i) the Initial Term of the Agreement will begin on the Effective Date and end on the Initial Term End Date;

(ii) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(iii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule published on DebtBook's website and generally appliable to all users of the Services, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) Termination. In addition to any other express termination right set forth in the Agreement:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if (1) Customer is a governmental entity and (2) sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) Survival. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) Entire Agreement; Order of Precedence. The Order Form, any Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Order Form (2) the Customer Terms, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

Attachment: DebtBook Order Form TCs 7.25.22 (2022-059 : DebtBook Contract)

(c) Amendment; Waiver. No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "**Notice**") must be in writing and addressed, if to Customer, to the recipients and addresses set forth on the Order Form (or to such other address as Customer may designate from time to time in accordance with this Section). All Notices to DebtBook must be addressed to the recipients and addresses set forth at https://www.debtbook.com/legal. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. To the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law; and

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same.

Attachment: DebtBook Order Form TCs 7.25.22 (2022-059 : DebtBook Contract)

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

Attachment: DebtBook Order Form TCs 7.25.22 (2022-059 : DebtBook Contract)

Lumpkin County, Georgia

Special Projects Department

Date: September 6, 2022

Agenda Item: Ninth District Opportunity Inc. Lease - Head Start Building

Item Description: Ninth District Opportunity Inc. Lease - Head Start Building. Lease renewal for JB Jones Pre-school/Head Start.

Facts & Historical Information: This is an annual lease renewal for Ninth District Opportunity, Inc. (NDO) to operate the Lumpkin County Head Start Program in a county facility. The terms of the lease have not changed from the last annual renewal. The County has agreed that should the Head Start Program not be funded by the Federal Government, the County and NDO will cooperate to assure that the building will be used for a similar Child Development Program or other use which will be of equal benefit for low to moderate income persons. NDO is responsible for the cost of all repairs exclusive of roof, structure, and exterior building repairs. NDO will not make or permit to be made any alterations or deletions to the premises, nor sublet any portion of the premises. NDO is responsible for all utility costs connected to the building. The County has had no issues with the lessee during the past year and they are current on any funds due to the County. The contract terms are October 1, 2022 through September 30, 2023.

Potential Courses Of Action:

1. Renew the lease with Ninth District Opportunity, Inc.

2. Do not renew the lease with Ninth District Opportunity, Inc.

Budget Impact: There is no impact to the operating budget for this lease.

Staff Recommendation:

Lumpkin County, Georgia

Public Works Department

Date: September 6, 2022

Agenda Item: Contract Award Pinetree Way/Memorial Drive Improvements

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

Facts & Historical Information: In September of 2021, an IGA was signed between the BOE and the BOC in which the County is responsible for upgrades to Pinetree Way. As a result of this IGA County Staff had developed plans for the improvements which have been approved by the City of Dahlonega and GDOT. On September 1, 2023 the County received 3 bids for construction of this project (see attached bid tabulation). Colditz Trucking was the low bidder at $1,003,101.66.

Potential Courses Of Action:

1. Award contract to Colditz Trucking Inc.
2. Do not award contract.

Budget Impact: $1,000,000 for this project is included in the 2022 TSPLOST work plan. Also, GDOT has awarded $500,000 to help pay for this project. The total cost of the project will be less that the allocated funds.

Staff Recommendation: **Staff Recommends That Colditz Trucking Inc. be awarded the contract for this project.**

Attachments:
ITB 2022-005 PINETREE WAY MEMORIAL DRIVE IMPROVEMENTS BID TABULATION
Colditz submission

Bib Opening Tabulation

Project# 2022-005 Pinetree Way-Memorial Drive Road Improvements September 1, 2022 @ 2:05 PM	North GA Concrete	Grizzle Grading & Excavating	Colditz				
Information Form	✓	✓	✓				
Execution of Proposal Form	✓	✓	✓				
Non-Collusion Form	✓	✓	✓				
Drug Free Workplace Form	✓	✓	✓				
Addenda Acknowledgement Form	✓	✓	✓				
E-verify	✓	✓	✓				
SAVE Affidavit	✓	✓	✓				
W-9	✓	✓	✓				
Bid Bond	✓	✓	✓				
Bidder's Certification	✓	✓	✓				
Price Proposal Form	1,522,070.50	1,182,315.70	1,003,101.66				

Ryan McDuffie

Ryan McDuffie, Purchasing Agent

Witness

VENDOR'S CHECKLIST AND BID SUBMITTAL PACKET

Company Name: Colditz Trucking Inc.

Please indicate you have completed the following documentation; and submit them in the following order

- ☑ Information Form
- ☑ Execution of Proposal Form
- ☑ Price Proposal Form
- ☑ Bid Bonds
- ☑ Certification and Non-Collusion Form
- ☑ Drug-Free Workplace Form
- ☑ Addenda Acknowledgment Form
- ☑ Georgia's Security and Immigration Compliance Act Affidavit
- ☑ SAVE Affidavit
- ☑ Completed W9

Teresa Colditz
Authorized Signature

President
Title

Colditz Trucking Inc. CORPORATE SEAL 1994 GEORGIA

Teresa Colditz
Print Name

08/29/2022
Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID

Attachment: Colditz submission (2022-061 : Contract Award Pinetree Way/Memorial Drive Improvements)

INFORMATION FORM

1. Legal Business Name Colditz Trucking Inc.
2. Street Address 191 Bill Donaldson Circle
3. City, State & Zip Blairsville Georgia 30512
4. Type of Business: State of Registration: Corporation, Georgia
   (Association, Corporation, Partnership, Limited Liability Company, etc.)
5. Name & Title of Authorized Signer: Teresa Colditz, President
6. Primary Contact Alecia Graves
7. Phone Fax 706 745 8573
8. E-mail Colditztrucking1@aol.com
9. Company Website www.colditztruckinginc.com

Colditz Trucking Inc. CORPORATE SEAL 1994 GEORGIA

10. Has your company ever been debarred from doing business with any federal, state or local agency?

Yes_____ No X

If yes, please state the agency name, dates and reason for debarment.

_____

_____

_____

Attachment: Colditz submission (2022-061 : Contract Award Pinetree Way/Memorial Drive Improvements)

EXECUTION OF PROPOSAL FORM

DATE: 8/29/2022

The potential Contractor certifies the following by placing an "X" in all blank spaces:

X That this proposal was signed by an authorized representative of the firm.

X That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

X That all labor costs associated with this project have been determined, including all direct and indirect costs.

X That the potential Contractor agrees to the conditions as set forth in this Invitation to Bid with no exceptions.

Therefore, in compliance with the foregoing **Invitation for Bids**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

Colditz Trucking Inc.
Business Name

Teresa Colditz
Authorized Signature

08/29/2022
Date

Teresa Colditz, President
Typed Name & Title

Colditz Trucking Inc. CORPORATE SEAL 1994 GEORGIA

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Attachment: Colditz submission (2022-061 : Contract Award Pinetree Way/Memorial Drive Improvements)

PRICE PROPOSAL FORM

Company Name: Colditz Trucking, Inc.

Total Bid: 1,003,101.66

I certify the above bid as all-inclusive and final per document specifications.

Teresa Colditz — **Authorized Signature**

President — **Title**

Teresa Colditz — **Print Name**

President — **Title**

Colditz Trucking Inc. CORPORATE SEAL 1994 GEORGIA

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Attachment: Colditz submission (2022-061 : Contract Award Pinetree Way/Memorial Drive Improvements)

CERTIFICATION AND NON-COLLUSION FORM

I Teresa Colditz certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contact or communication by the proposer or the proposer's associates with any County staff, or elected officials since the date this **BID #2022-005, PINE TREE WAY/MEMORIAL DRIVE ROAD IMPROVEMENTS,** issued except: 1) through the Purchasing Department 2) at the Pre-Bid Conference (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the bid submitted by any proposer violating this provision.**

I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal.

Colditz Trucking Inc.
COMPANY NAME:

Teresa Colditz 08/29/2022
Authorized Representative (Signature) Date

Teresa Colditz, President
Authorized Representative/Title

Teresa Colditz
(Print or Type)

Colditz Trucking Inc. CORPORATE SEAL 1994 GEORGIA

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Attachment: Colditz submission (2022-061 : Contract Award Pinetree Way/Memorial Drive Improvements)

DRUG- FREE WORKPLACE FORM

I hereby certify that I am a principle and duly authorized representative of: _____

Colditz Trucking, Inc.

Whose address is: 191 Bill Donaldson Circle Blairsville Georgia

And it is also that:

1. The provisions of Section § 50.24.1 through § 50.24.6 of the Official Code of Georgia Annotated relating to the "Drug Free Workplace Act" and have been complied with in full, and

2. A drug free workplace will be provided for the CONTRACTOR'S employees during the performance of the contract; and,

3. Each subcontractor hired by the CONTRACTOR shall be required to ensure that the subcontractor's employees are provided a drug free workplace. The CONTRACTOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with

   Colditz Trucking Inc.

   certifies to the CONTRACTOR that a drug free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section § 50.24.3"; and,

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Teresa Colditz
Signature

08/29/2022
Date

Colditz Trucking Inc. CORPORATE SEAL 1994 GEORGIA

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Attachment: Colditz submission (2022-061 : Contract Award Pinetree Way/Memorial Drive Improvements)

ADDENDA ACKNOWLEDGEMENT FORM

The vendor has examined and carefully studied the Invitation for Bid and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. 1

Addendum No. _____

Addendum No. _____

Addendum No. _____

Teresa Colditz
Authorized Representative (Signature)

08/29/2022
Date

Teresa Colditz. President
Authorized Representative/Title
(Print or Type)

Colditz Trucking Inc. CORPORATE SEAL 1994 GEORGIA

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Attachment: Colditz submission (2022-061 : Contract Award Pinetree Way/Memorial Drive Improvements)

ITB #2022-005 PINETREE WAY/ MEMORIAL DRIVE ROAD IMPROVEMENTS

ADDENDUM 1

Return to:	Lumpkin County Board of Commissioners Ryan McDuffie, Purchasing Agent 99 Courthouse Hill, Suite D Dahlonega, GA 30533
Bid Closing Date:	September 1, 2022 at 2:00 PM, EDT
Bid Issue Date:	July 27, 2022
Addendum Issue Date:	August 18, 2022 at 5:00 PM, EDT
Pages:	3
By:	Ryan McDuffie, Purchasing Agent

Vendor Name: Colditz Trucking Inc

(A copy must be attached to the Addenda Acknowledgement)

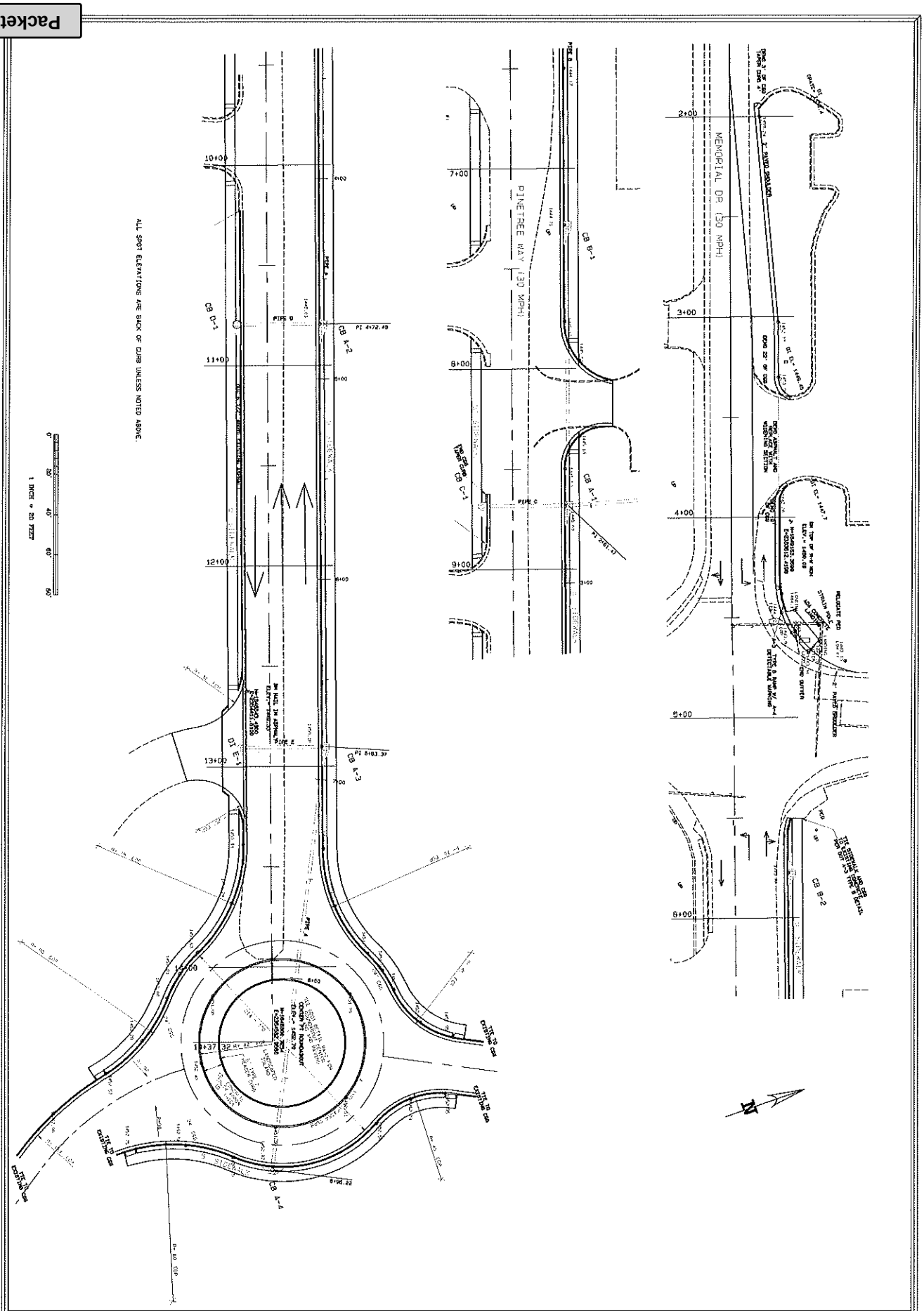
QUESTIONS AND CLARIFICATIONS

1. Reminder- Please include the Bidder's Certification and the Unit Pricing Sheet in your submission in addition to the Price Proposal Sheet.
2. Is all the right of way secured?
   a. Yes.
3. Will DOT be doing the inspections or will the County?
   a. Lumpkin County.
4. Is the vendor tapping where the water connection is labeled on the plan?
   a. Contractor will provide new tap on existing 12" DIP pipe.
5. What size is the existing line for water connection?
   a. 12" DIP.
6. Will there be a substitute for the Class 52? There is an extensive lead time on Class 52.
   a. Ductile Iron Pipe (DIP) conforming to AWWA C 151 (ANSIA21.5) minimum of pressure Class 350 or thickness Class 50 may be substituted.
7. Is there going to be an erosion control plan? Better define the erosion control.
   a. The disturbed area for this project is less than 1 acre. No erosion control plan will be provided. Erosion control items will include outlet protection at the pipe outlet and inlet sediment traps and silt fence located as directed by county staff. No water quality monitoring/sampling or water quality inspections will be required.
8. Will there be a need for storm water monitoring?
   a. No.

Attachment: Colditz submission (2022-061 : Contract Award Pinetree Way/Memorial Drive Improvements)

9. Is there a cost estimate to move the power pole belonging to Georgia Power that is behind the fire department?
    a. One has not been provided at this time.
10. Verify process for abandoning the existing water line?
    a. Water line may be capped and left in place.
11. Provide benchmark elevation.
    a. See attached.
12. Will vendor need to phase traffic for construction to continue on the school construction project?
    a. No. A construction entrance will be created for them to use.
13. Is there any lighting in the project?
    a. No lighting.

Attachment: Colditz submission (2022-061 : Contract Award Pinetree Way/Memorial Drive Improvements)



Lumpkin County Engineering

1642 RED OAK FLATS RD.
DAHLONEGA, GEORGIA 30533
PHONE: (706) 864-3122

REVISIONS:

DATE:	DESCRIPTION

CONSTRUCTION STAKING PLAN

PINETREE WAY/MEMORIAL DR ROAD WIDENING

LAND LOT 998 - 12 TH. DISTRICT
CITY OF DAHLONEGA, LUMPKIN COUNTY, GEORGIA

DATE:	AUG. 15 2022
DRAWN BY:	LR
FILE NAME:	STAKING PLAN
SCALE:	1"=20'
SHEET:	ST-001

Georgia Security & Immigration Compliance (GSIC) Act Affidavit

As per the Georgia Senate Bill 529 and Senate Bill 447, the Georgia Department of Labor has promulgated new rules for the implementation of Section 2. O.C.G.A. §13-10-91 and Chapter
300-10-01-.02 state that no Georgia Public Employer shall enter into a contract for *the physical performance of services within the State of Georgia* unless the Contractor registers and participates in a federal work authorization program to verify the work eligibility information of all of its new employees.

The Employment Eligibility Verification "E-Verify" site operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security is the electronic federal work authorization program to be utilized for these purposes.

The website is https://e-verify.uscis.gov/enroll/

By executing the attached Contractor Affidavit, Contractor verifies its compliance with O.C.G.A. §13-10-91 stating affirmatively that the individual, firm or corporation which is contracting with the Lumpkin County Board of Commissioners has registered and is participating in this federal work authorization program in accordance with the applicability provisions and deadlines established in this Statute.

Contractor further agrees that should it employ or contract with any Sub-Contractor(s) for the physical performance of services pursuant to the contract with the Lumpkin County Board of Commissioners, Contractor will secure from the Sub-Contractor(s) verification of compliance with O.C.G.A. §13-10-91 on a Sub-Contractor Affidavit and shall provide a copy of each such verification to the Lumpkin County Board of Commissioners at the time the Sub-Contractor(s) is retained to perform such services.

PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND RETURN IT TO:

Ryan McDuffie
Lumpkin County Purchasing Agent
99 Courthouse Hill, Suite D
Dahlonega, GA 30533
Fax: (706) 482-2201
Email: ryan.mcduffie@lumpkincounty.gov

Attachment: Colditz submission (2022-061 : Contract Award Pinetree Way/Memorial Drive Improvements)

LUMPKIN COUNTY BOARD OF COMMISSIONERS
SAVE Affidavit
(Systematic Alien Verification for Entitlements)

Affidavit for a Public Benefit as required by the Georgia Immigration Reform and Enforcement Act of 2011

By executing this affidavit under oath, as an applicant for a public benefit as referenced in the Georgia Illegal Immigration Reform and Enforcement Act of 2011 [O.C.G.A. § 50-36-1(e)(2)], I am stating the following:

X **I am a United States citizen; or**

_____ **I am a legal permanent resident of the United States*; or**

_____ **I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. ***

*Alien registration number for non-citizens issued by the Department of Homeland Security or other federal immigration agency is: _____

At least one secure and verifiable document for identification purposes must be provided as required by O.C.G.A. § 50-36-1 (e) (1). See list on page 2 of this document.

****

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia and face criminal penalties as allowed by such criminal statute.

Colditz Trucking Inc.
Applying on behalf/Name of associated business

Teresa Colditz — 08/29/2022
Signature of Applicant — Date

Teresa Colditz
Printed Name

Colditz Trucking Inc. CORPORATE SEAL 1994 GEORGIA

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 29 DAY OF August 2022

Judy Gail Adams — [NOTARY SEAL]
Notary Public

Judy Gail Adams NOTARY PUBLIC Union County, Georgia

My Commission Expires: 02/23/2024

***NOTE:** O.C.G.A. 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number.

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Attachment: Colditz submission (2022-061 : Contract Award Pinetree Way/Memorial Drive Improvements)

SECURE AND VERIFIABLE DOCUMENTS UNDER O.C.G.A. §50-36-2
[Issued August 1, 2011 by the Office of the Attorney General, Georgia]

The following list of secure and verifiable documents, published under the authority of O.C.G.A. §50-36-2, contains documents that are verifiable for identification purposes, and documents on this list may not necessarily be indicative of residency or immigration status.

INDICATE AND ATTACH A COPY OF THE DOCUMENT (Front and back)

- ☐ United States passport or passport card
- ☐ United States military identification card
- ☐ Merchant Mariner Document or Merchant Mariner Credential issued by the United States Coast Guard
- ☐ Secure Electronic Network for Travelers Rapid Inspection (SENTRI) card
- ☐ Driver's license issued by one of the United States, the District of Columbia, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.

- ☐ Identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.

- ☐ Tribal identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.

- ☐ Passport issued by a foreign government
- ☐ Free and Secure Trade (FAST) card
- ☐ NEXUS card
- ☐ United States Permanent Resident Card or Alien Registration Receipt Card
- ☐ Employment Authorization Document that contains a photograph of the bearer.
- ☐ Certificate of Citizenship issued by the United States Department of Citizenship and Immigration Services (USCIS) [Form N-560 or Form N-561]
- ☐ Certificate of Naturalization issued by the United States Department of Citizenship and Immigration Services (USCIS) [Form N-550 or Form N-570]

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Attachment: Colditz submission (2022-061 : Contract Award Pinetree Way/Memorial Drive Improvements)

IMMIGRATION AND SECURITY FORM
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Contractor identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the County, Contractor will secur from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the County at the time the subcontractor(s) is retained to perform such service.

47362
EEV / E-Verify™ Company Identification Number

Colditz Trucking Inc.
BY: Authorized Officer or Agent
(Contractor Name)

July 13, 2007
Date

Teresa Colditz President
Title of Authorized Officer or Agent of Contractor

Teresa Colditz
Printed Name of Authorized Officer or Agent

Colditz Trucking Inc. CORPORATE SEAL GEORGIA 1994

SUBSCRIBED AND SWORN BEFORE ME ON THIS 29th
THE DAY OF 20 22, August

Judy Gail Adams
Notary Public

Judy Gail Adams NOTARY PUBLIC Union County, Georgia

(NOTARY SEAL)

My Commission Expires: 02/23/2024

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Attachment: Colditz submission (2022-061 : Contract Award Pinetree Way/Memorial Drive Improvements)

Form **W-9**
(Rev. August 2013)
Department of the Treasury Internal

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Colditz Trucking INC.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
Individual/sole proprietor | C Corporation | S Corporation | Partnership
Trust/estate | Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▸

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
191 Bill Donaldson Circle

Requester's name and address (optional)

City, state, and ZIP code
Blairsville Georgia 30512

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[redacted]

Employer identification number
58 - 2110563

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Colditz Trucking Inc. Corporate Seal Georgia 1994

Sign Signature of U.S. person Teresa Colditz Date ▸ 08/28/2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business.
Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Attachment: Colditz submission (2022-061 : Contract Award Pinetree Way/Memorial Drive Improvements)

BIDDER'S CERTIFICATION

BIDDER INFORMATION
(TYPE OR PRINT)

Colditz Trucking
NAME OF COMPANY

191 Bill Donaldson Circle
ADDRESS

Blairsville Georgia 30512
CITY, STATE, & ZIP CODE

706 745-6247
PHONE NUMBER

706 745-8573
FAX #

58-2118563
TAX ID NUMBER

OR

NAME AND MAILING ADDRESS
(WHERE TO SEND PAYMENT)

Colditz Trucking Inc.
NAME OF COMPANY

191 Bill Donaldson Circle
ADDRESS

Blairsville Georgia 30512
CITY, STATE, & ZIP CODE

(706) 745 6247
PHONE NUMBER

Colditztrucking1@aol.com
EMAIL ADDRESS

SOCIAL SECURITY NUMBER

NAME & TITLE OF PERSON AUTHORIZED TO SIGN

Teresa Colditz
NAME Teresa Colditz

Teresa Colditz
SIGNATURE

TITLE President

Colditz Trucking Inc. CORPORATE SEAL 1994 GEORGIA

SWORN TO AND SIGNED BEFORE ME, A NOTARY PUBLIC, THIS 29 DAY OF August, IN THE YEAR 2022. NOTARY PUBLIC IN AND FOR THE COUNTY OF Union, STATE OF Georgia.

NOTARY PUBLIC SIGNATURE AND SEAL: Judy Gail Adams

MY COMMISSIONER EXPIRES: 02/23/2024

Judy Gail Adams NOTARY PUBLIC Union County, Georgia

PROPOSALS OR BIDS NOT SIGNED SHALL BE DECLARED AS "NON-RESPONSIVE" AND MAY NOT BE CONSIDERED FOR AWARD.

Attachment: Colditz submission (2022-061 : Contract Award Pinetree Way/Memorial Drive Improvements)

PINE TREE WAY/MEMORIAL DRIVE

PRICING SHEET

LINE NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE DOLLARS/CENTS	TOTAL DOLLARS/CENTS
150-1000	TRAFFIC CONTROL - 10016	1.00	LS	70,000	70,000
163-0232	TEMPORARY GRASSING	1.75	AC	900.00	1,575.00
163-0240	MULCH	3.00	TN	400.00	1,200.00
163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	1.00	EA	2,500.00	2,500.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	9.00	EA	500.00	4,500.00
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP ns	725.00	LF	2.00	1,450.00
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	1.00	EA	1,200.00	1,200.00
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	9.00	EA	125.00	1,125.00
167-1000	WATER QUALITY MONITORING AND SAMPLING	6.00	EA	50.00	300.00
167-1500	WATER QUALITY INSPECTIONS	18.00	M	400.00	7,200.00
171-0030	TEMPORARY SILT FENCE, TYPE ns	1450.00	LF	3.25	4,712.50
210-0100	GRADING COMPLETE	1.00	LS	118,065.00	118,065.00
310-1101	GR AGGR BASE CRS, INCL MATL	1120.00	TN	48.27	54,062.40
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	130.00	TN	138.57	18,014.10
402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	55.00	TN	141.67	7,791.85
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	512.00	TN	122.88	62,914.56
402-4510	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL POLYMER-MODIFIED BITUM MATL & H LIME	625.00	TN	125.04	78,150.00
413-0750	TACK COAT	760.00	GL	8.00	6,080.00
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	2280	SY	7.50	17,100.00

Attachment: Colditz submission (2022-061 : Contract Award Pinetree Way/Memorial Drive Improvements)

439-0052	PLAIN PC CONC PVMT, CL HES CONC, 10 INCH THK (INCL. TYPES 7 AND 9 CURB)	272.00	SY	224.00	60,928.00
441-0104	CONC SIDEWALK, 4 IN	905.00	SY	47.00	42,535.00
441-6012	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	1630.00	LF	21.00	34,230.00
441-6222	CONC CURB & GUTTER, 6 IN X 30 IN, TP 2	95.00	LF	20.00	1,900.00
500-9999	CLASS B CONC, BASE OR PVMT WIDENING	17	CY	386.00	6,592.00
550-1180	STORM DRAIN PIPE, 18 IN, HDPE	1320.00	LF	88.50	116,820.00
603-2181	STN DUMPED RIP RAP, TP 3, 18 IN	10.00	SY	100.00	1,000.00
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	5.25	SF	25.00	131.25
636-2070	GALV STEEL POSTS, TP 7	24	LF	25.00	600.00
652-2501	Solid Traffic Stripe, 5" White	0.85	LM	2,600.00	2,210.00
652-2502	Solid Traffic Stripe, 5" Yellow	0.85	LM	2,600.00	2,210.00
652-3501	Skip Traffic Stripe, 5" White	0.7	LM	1,700.00	1,190.00
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	4.00	EA	150.00	600.00
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	1320.00	LF	.50	660.00
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	1025.00	LF	4.00	4,100.00
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	118	SY	10.00	1,180.00
656-0080	REMOVE EXIST SOLID TRAF STRIPE, 8 IN, THERMOPLASTIC	1	LS	3,500.00	3,500.00
668-1100	CATCH BASIN, GP 1	9.00	EA	10,000	90,000.00
668-1110	CATCH BASIN, GP 1, ADDL DEPTH	5.00	LF	750.00	3,750.00

Attachment: Colditz submission (2022-061 : Contract Award Pinetree Way/Memorial Drive Improvements)

668-2100	DROP INLET, GP 1	1.00	EA	6,000.00	6,000.00
668-2110	DROP INLET, GP 1, ADDL DEPTH	1.00	LF	750.00	750.00
668-4300	STORM SEWER MANHOLE, TP 1	1.00	EA	5,000.00	5,000.00
668-4311	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1	1.00	LF	750.00	750.00
670-1080	WATER MAIN, 8 IN	800	LF	152.00	121,600.00
670-2080	GATE VALVE, 8 IN	3	EA	2,500.00	7,500.00
670-4000	FIRE HYDRANT	2	EA	3,500.00	7,000.00
670-4510	CONCRETE THRUST COLLAR,8 IN PIPE	4	EA	2,500.00	10,000.00
700-6910	PERMANENT GRASSING	1.75	AC	2,000.00	3,500.00
700-7000	AGRICULTURAL LIME	3.00	TN	200.00	600.00
700-8000	FERTILIZER MIXED GRADE	1.00	TN	2,750.00	2,750.00
700-8100	FERTILIZER NITROGEN CONTENT	95.00	LB	3.00	285.00
999-5200	DETECTABLE WARNING SURFACE	140.00	SF	38.00	5,320.00
				TOTAL	1,003,101.66

Attachment: Colditz submission (2022-061 : Contract Award Pinetree Way/Memorial Drive Improvements)

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

Bond Number N/A

KNOW ALL MEN BY THESE PRESENTS, that we **Colditz Trucking, Inc.**
191 Bill Donaldson Circle
Blairsville, GA 30512
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and **Berkley Insurance Company**
475 Steamboat Road
Greenwich, CT 06830
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of **Delaware**
as Surety, hereinafter called the Surety, are held and firmly bound unto **Lumpkin County Board of**
99 Courthouse Hill, Suite D
Dahlonega, GA 30533
(Here insert full name and address or legal title of Owner)
Commissioners

as Obligee, hereinafter called the Obligee, in the sum of 5 % of the amount bid not to exceed **Five Percent of Amount Bid********** Dollars ($ **5% of Amount Bid********),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, Jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Pintree Way Memorial Drive Road Improvements**
Lumpkin County, GA
(Here insert full name and address and description of project)

Project No. **Invitation No. 2022-005**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **1st** day of **September** , **2022**

Alecia Graves
(Witness)

Colditz Trucking, Inc.
(Principal)

Teresa Colditz, President
(Title)

Colditz Trucking Inc. CORPORATE SEAL (Seal) 1994 GEORGIA

Kristin D. Meeks
(Witness)

Berkley Insurance Company
(Surety)

A.M. DiGeronimo
Anthony M. DiGeronimo (Title) **Attorney-In-Fact**

BERKLEY INSURANCE COMPANY CORPORATE (Seal) SEAL 1975 DELAWARE

AIA DOCUMENT A310 * BID BOND * AIA® * FEBRUARY 1970 ED * THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y.AVE., N.W., WASHINGTON, DC. 200069/93

Attachment: Colditz submission (2022-061 : Contract Award Pinetree Way/Memorial Drive Improvements)

No. BI-10127c-ef

Bond No.: N/A

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Anthony M. DiGeronimo; Michael R. DiGeronimo; or Colin Tumy of National Surety Services, Inc. of Norcross, GA*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 28th day of April, 2020.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:

By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 28th day of April, 2020, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 1st day of September, 2022.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

_____
Vincent P. Forte

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attachment: Colditz submission (2022-061 : Contract Award Pinetree Way/Memorial Drive Improvements)

Please **verify the authenticity** of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company

Attachment: Colditz submission (2022-061 : Contract Award Pinetree Way/Memorial Drive Improvements)

Lumpkin County, Georgia

Public Works Department

Date: September 6, 2022

Agenda Item: Transfer Station & Recycling Program Contract

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

Facts & Historical Information:

In the November 2021 BOC meeting, the board asked that staff release a Request for Proposal (RFP) for the operation of the transfer station and the recycling program. In July of 2022, staff released the request for proposal. On August 31, 2023 the County received proposal back from 2 prospective venders (BFI Waste Systems of Georgia, LLC and Mark Robinson Hauling, LLC). Staff reviewed and scored these proposals. BFI's proposal did not address the operating of the transfer station or the recycling program. Their proposal included only the disposal of waste from the transfer station at their facility (attached is BFI proposal fee form).

The Mark Robinson Hauling, LLC proposal included the operation of both the transfer station and the recycling program. This proposal provided 2 options for the operation of the recycling program. The first option is to continue the existing operation at the same cost (attached Mark Robinson proposal fee form option #1). The second option is to continue the operation of the transfer station with no change, but to implement a per bag/per ton cost for recyclables at the same cost to the user as per waste (attached Mark Robinson proposal fee form option #2).

Potential Courses Of Action:

1. Award contract to Mark Robinson Hauling for fee proposal #1
2. Award contract to Mark Robinson Hauling for fee proposal #2
3. Award contract to BFI and negotiate additional cost for operation of transfer station and recycling program.
4. Do not award contract.

Discussion of COA's:

1. This option would continue the operation of the programs at the same level with no change in cost to the county.

2. This option would continue the operation with the cost of operating the recycling program being paid by the user instead of the county. This option would reduce the cost to the county by $72,000 per year.
3. This option would increase the cost to the user for waste disposal from the current rate to $56 per ton to $59.25 per ton plus an additional negotiated cost for the operation of both the transfer station and the recycling program.
4. This option will require that the county resume the operation of both the transfer station and the recycling program.

Budget Impact:

Each COA will have a unique impact on the budget.

COA #1 will result in no change to the current budget.
COA #2 will result in a savings to the county of $72,000/yr.
COA #3 will result in an additional cost to the county that would have to be negotiated with the vendor.
COA #4 would result in the county having to staff the programs which would result in a cost that exceed the current cost of the programs. This would also increase the work load of the finance department in billing and accounts payable. This option would generate revenue from tipping fees for the program, but it is anticipated that costs would exceed the current costs to the county for operations.

Staff Recommendation:

Staff will update this analysis with a recommendation after the proposals are opened and reviewed.

Attachments:
BFI proposal fee form
Mark Robinson proposal fee form option 1
Mark Robinson proposal fee form option 2

PROPOSAL FEE FORM

I have read and understand the requirements of this **RFP # 2022-003 TRANSFER STATION AND RECYCLING PROGRAM OPERATIONS** and agree to provide required services in accordance with this proposal and all other attachments, exhibits, etc. I understand that the County will not be responsible for the reimbursement of any costs not specifically set forth in this proposal.

ATTACH COST PROPOSAL

I hereby certify that this Financial Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Proposal for the same services and is in all respects fair and without collusion or fraud. I certify that I am authorized to sign this Financial Proposal.

Company Name BFI Waste Systems of Georgia, LLC

Authorized Signature _____

Print Name Anthony Gregory Date 8.25.22

Proposal : Per TON
Disposal Only

Attachment: BFI proposal fee form (2022-062 : Transfer Station & Recycling Program Contract)

REPUBLIC

Republic Services Disposal Agreement
(Not for Special Waste)

Billing Information		
Customer Business Name		
Address		
City	State	Zip Code
Contact Name	Phone #	

Republic Contract Disposal Facilities:
BFI Waste Systems of GA, LLC

Richland Creek Landfill

5691 South Richland Creek Road

Buford, GA 30518

RSG Contact Information:
Monica Moseley – 404-202-1536

Unit of Measure		
Disposal Fee-$59.25 MSW **$59.25 C/D** **$50.00 per Mattress**		Per Ton
Host Fee-$3.25 GA State and Local includes	**Applicable**	YES Per Ton Per
Administrative Fee	$ 0	Month
Environmental Fee-$ 0 annually	**Applicable** per load	No Per Load
Fuel Recovery Fee YES	**Applicable**	Yes %
Other Fees		
Minimum Volume	1 TON	Unit of measure above
Maximum Volume		Unit of measure above
True up Period for Minimum Volume - N/A		Monthly Quarterly Annual
Special Instructions		

Waste Types

MSW / CD - Circle One

Invoice Period
Weekly Semi – Monthly
Monthly x

Contract Effective Date:

All Payments are due within 30 days of Invoice Date

Customer agrees to the above rate and the terms and conditions on the following pages of the agreement.

By: _____ By: _____
Republic Services of Georgia

Signature: _____ Date: _____ Signature: _____ Date: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

Attachment: BFI proposal fee form (2022-062 : Transfer Station & Recycling Program Contract)

TERMS AND CONDITIONS

1. **Delivery of Acceptable Waste.** Customer ("Hauler") shall deliver at least the minimum volume of Acceptable Waste (as defined below) indicated on the cover of this Agreement (the "Minimum Volume") to the landfill indicated on the cover of this Agreement (the "Landfill"). Hauler shall not deliver in excess of the maximum volume of Acceptable Waste indicated on the cover of this Agreement to the Landfill.

2. **Delivery Procedures; Operation of the Landfill.**
(a) **Acceptance of Acceptable Waste.** Republic shall have the right in its sole discretion to reject delivery of any waste offered for acceptance by Hauler that does not constitute Acceptable Waste. "Acceptable Waste" means all waste that is authorized to be disposed of at the Landfill under then applicable federal, state and local laws, regulations, ordinances, rules, permits, licenses, and governmental orders or directives (collectively "Applicable Laws") and that is not Unacceptable Waste (as defined below).
(b) **Operation of the Landfill/Procedures.** Hauler's delivery of Acceptable Waste to the Landfill, which shall occur only during the Landfill's posted hours, shall be governed by the procedures applicable generally to haulers utilizing the Landfill as Republic may modify such procedures from time to time. Notwithstanding anything in this Agreement to the contrary, Republic shall have the right, in its sole discretion, to close the Landfill, in whole or in part, either temporarily or permanently, at any time for any reason and the delivery of Acceptable Waste shall be suspended or adjusted accordingly. Upon any such permanent closure, Republic shall have the right to terminate this Agreement.
(c) **Hauler's Compliance with Applicable Laws**. Hauler shall collect, transport and deliver waste to the Landfill in compliance with all Applicable Laws and the procedures referenced in Section 2(b).
(d) **Title to Waste.** Hauler represents and warrants to Republic that either Hauler or its customer shall hold clear title, free of all liens, claims and encumbrances, to the waste delivered by Hauler to the Landfill. Title to, and risk of loss and responsibility for, Acceptable Waste delivered to the Landfill by Hauler shall pass at the time such Acceptable Waste is removed from the delivery vehicle at the Landfill. Title to Unacceptable Waste shall remain with Hauler or its customer and shall never be deemed to pass to Republic.

3. **Term.** Unless sooner terminated pursuant to Section 6, this Agreement shall commence as of the contract effective date indicated on the cover of this Agreement and shall remain in full force and effect for a **period of month to month.** Upon expiration or termination of this Agreement, the obligations of Hauler to deliver and of Republic to accept Acceptable Waste shall terminate; provided, however, that all other rights and obligations of the parties under this Agreement (including those with respect to payment and indemnification) shall survive termination.

4. **Disposal Fees.**
(a) **Fees.** Hauler shall pay Republic a disposal fee (the "Disposal Fee') for all Acceptable Waste Hauler delivers to the Landfill as set forth on the cover of this Agreement. In addition to the Disposal Fee, Hauler shall pay such fees as Republic may impose from time to time by notice to Hauler (including, by way of example only, administrative fees and environmental fees), with Republic to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Hauler shall pay Republic a fuel recovery fee in the amount shown on each Republic invoice, which amount Republic may increase or decrease from time to time by showing the amount on the invoice. The initial fee amounts for administrative fees, environmental fees, fuel recovery fees and other fees are set forth on the cover of this Agreement, but are subject to change from time to time as described in this Section 4(a).
(b) **Payment; Deposit.** Republic shall transmit an itemized invoice to Hauler of all Disposal Fees and other charges under this Agreement on a periodic basis as indicated on the cover page of this Agreement. Hauler shall pay all invoices within 30 days from date of invoice, If Hauler does not make payment by such date, Hauler shall pay a late payment fee in an amount equal to the lesser of (i) the greater of $5 per month or one and one-half percent (1.5%) per month or portion thereof on the amount past due or the maximum amount allowed by Applicable Law. Hauler also shall pay a fee of $50 (which Republic may increase from time to time by notice to Hauler) for each check submitted by Hauler that is an insufficient funds check or is returned or dishonored. At any time after Republic becomes concerned about Hauler's creditworthiness or after hauler has made any late payment, Republic may request, and if requested Hauler shall pay, a deposit in an amount equal to one month's charges under this Agreement.
(c) **Taxes and Other Charges; Cost Increases.** In addition to the Disposal Fee, Hauler shall pay all federal, state, local or other taxes, fees (including host fees), surcharges or similar charges related to the acceptance or disposal of Acceptable Waste or the operations or activities of the Landfill that are imposed by law, ordinance, regulation, agreement with a governmental authority, governmental audit or otherwise (collectively, "Taxes/Host Fees/Charges"). The initial amount of Taxes/Host Fees/Charges is set forth on the cover of this Agreement, but is subject to change from time to time pursuant to the preceding sentence. In addition, Republic shall have the right to increase the Disposal Fee from time to time by the pro rata amount (determined by relative tonnage of Acceptable Waste delivered by Hauler and accepted by Republic for processing at the Landfill divided by the total tonnage of waste processed at the Landfill) of any increase in operating costs or capital costs of the Landfill as a result of a change in Applicable Laws. Any such increase shall be effective immediately upon written notice by Republic to Hauler.
(d) **CPI Adjustment.** In addition to the adjustments described in Section 4(c), the Disposal Fee shall be increased on the first anniversary of this Agreement by the percentage increase, if any, in the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor, All items, for urban wage earners and clerical workers, 1982-84 = 100 (the "Consumer Price Index"). If the Consumer Price Index ceases to be available, Republic shall use the most closely comparable index then available.
(e) **Shortfall Fee.** At the end of each true-up period indicated on the cover of this Agreement (the "True-Up Period"), Republic shall determine the total volume of Acceptable Waste delivered by Hauler to the Landfill during such True-Up Period. If the total volume of Acceptable Waste delivered during such True-Up Period is less than the volume required to be delivered during such True-Up Period based on the Minimum Volume, Hauler shall pay Republic a fee (the "Shortfall Fee") equal to the Disposal Fee multiplied by the volume by which Hauler was deficient during the True-Up Period. Republic shall invoice Hauler for, and Hauler shall pay Republic, any Shortfall Fee in accordance with Section 4(b).
(f) **Price Adjustments.** In addition to any other price increases pursuant to this Section 4, Republic shall have the right to request an increase in the Disposal Fee, from time to time and for any reason, by giving written notice of the amount and effective date of the increase (the "Price Increase Notice") to Hauler at least 30 days before the effective date of the increase. If Hauler does not object in writing (the "Objection Notice") to the price increase within 30 days after the date of the Price Increase Notice or if Hauler accepts the price increase, the price increase shall go into effect on the date stated in the Price Increase Notice and this Agreement shall be deemed amended accordingly. If Hauler gives an Objection Notice within 30 days after the date of the Price Increase Notice, Republic shall have 15 days after receipt of the Objection Notice to determine whether to (i) drop its request for a price increase and have the Agreement continue in full force and effect or (ii) terminate this Agreement effective as of the proposed effective date of the price increase (or any later date specified by Republic). If Republic does not give notice of this determination within 15 days after receipt of the Objection Notice, Republic shall be deemed to have dropped its request for a price increase and the Agreement shall continue in full force and effect.

5. **Unacceptable Waste.**
(a) **Delivery of Unacceptable Waste.** Hauler agrees that it shall not deliver any Unacceptable Waste to the Landfill. If Hauler delivers waste that contains both Acceptable Waste and Unacceptable Waste, the entire delivery shall constitute Unacceptable Waste if the Unacceptable Waste cannot be separated from the Acceptable Waste through the reasonable efforts of Republic, as Hauler's agent to cause such separation, with the cost of such separation to be paid by Hauler.

Attachment: BFI proposal fee form (2022-062 : Transfer Station & Recycling Program Contract)

(b) **Weighing and Inspection of Waste by Republic.** Republic shall weigh all waste at the Landfill and the weight so determined shall be final and conclusive on both Hauler and Republic. Republic shall have the right, but not the obligation, to inspect any of Hauler's trucks to determine whether the waste delivered is Acceptable Waste or Unacceptable Waste. Hauler acknowledges and agrees that any failure by Republic to perform any such inspection or to detect Unacceptable Waste despite such inspection shall in no way relieve Hauler from its obligation to deliver only Acceptable Waste or from its other obligations under this Section 5.

(c) **Rejection of Unacceptable Waste.** If Hauler delivers Unacceptable Waste to the Landfill, Republic may, in its sole discretion: (i) reject such Unacceptable Waste at Hauler's expense; or (ii) if Republic does not discover such Unacceptable Waste in time to reject and reload such Unacceptable Waste, after giving Hauler telephonic notice thereof and a reasonable opportunity to dispose of such Unacceptable Waste, Republic may, as Hauler's agent, dispose of such Unacceptable Waste at a location authorized to accept such Unacceptable Waste in accordance with all Applicable Laws and charge Hauler all direct and indirect costs incurred due to handling, delivery and disposal of such Unacceptable Waste, unless Hauler otherwise elects to arrange for disposal of the Unacceptable Waste. If Hauler elects to dispose of such Unacceptable Waste, it shall do so within such time period as Republic reasonably deems necessary or appropriate in connection with the operation of the Landfill, including the preservation of the health and safety of its employees. If after electing to do so Hauler does not dispose of the Unacceptable Waste within such time period, Republic may dispose for such Unacceptable Waste as Hauler's agent, without further notice to Hauler, and Hauler shall pay the direct and indirect costs set forth above. Notwithstanding the foregoing, no notice shall be required by Republic to Hauler for Republic to dispose of Unacceptable Waste as Hauler's agent in emergency situations where in Republic's reasonable judgment a delay in such disposal could constitute a hazard to the Landfill or any person on, about or near the premises.

(d) **Definition of Unacceptable Waste.** For the purposes of this Agreement, "Unacceptable Waste" means: (i) any material that is not Acceptable Waste; (ii) any material that by reason of its composition, characteristics or quantity is defined as a "hazardous material," "hazardous waste," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "toxic substance," "toxic waste," "toxic pollutant," "contaminant," "pollutant," "infectious waste," "medical waste," "radioactive waste," or "sewage sludge" under any Applicable Law; (iii) any material that requires other than normal handling, storage, management, transfer or disposal; or (iv) any other material that may present a substantial endangerment to public health or safety, may cause applicable air quality or water effluent standards to be violated by the normal operation of the Landfill, or because of its size, durability or composition cannot be disposed of at the Landfill or has a reasonable possibility of otherwise adversely affecting the operation or useful life of the Landfill.

6. **Default.**

(a) **Events of Default.** Each of the following shall be an event of default by Hauler under this Agreement: (i) Hauler fails to pay any amount due as and when the same becomes due under this Agreement; or (ii) Hauler fails to perform any other material term, covenant or agreement contained in this Agreement on its part to be performed and such failure continues for a period of 30 days after written notice to Hauler specifying the nature of such failure and requesting that it be remedied.

(b) **Remedies on Default.** Whenever any event of default by Hauler shall have occurred and be continuing, Republic shall have the following rights and remedies, which shall be in addition to any other remedies provided by Applicable Law or this Agreement: (i) upon the end of any applicable grace period in this Section 6, Republic shall have the option to immediately terminate this Agreement unless during such period Hauler has taken remedial steps the effect of which would be to enable Hauler to cure such event of default within an additional 15 day period following the expiration of such grace period; and (ii) if Hauler is then in default, Republic shall have the option, without terminating this Agreement, to stop accepting Acceptable Waste delivered by Hauler until such default is cured or this Agreement is terminated.

7. **Indemnification.** Hauler shall indemnify, defend (upon request by Republic) and hold harmless Republic and its shareholders, partners, officers, directors, divisions, subdivisions, affiliates, agents, employees, successors and assigns (the "Republic Indemnified Parties") from and against any and all liabilities, losses, assessments, fines, penalties, forfeitures, damages, costs, expenses and disbursements, including reasonable legal fees, expert witness fees, litigation related expenses, and court costs in any litigation, investigation or proceeding (collectively, "Losses"), whether arising out of a claim or loss of or damage to property or injury to or death of any person, including any Indemnified Party, or otherwise, caused by or arising out of (a) Hauler's breach of this Agreement, or (b) Hauler's negligence or willful misconduct.

8. **Insurance.** During the term of this Agreement, Hauler shall maintain the following insurance coverage:

Workers' Compensation:	
Coverage A	Statutory
Coverage B – Employer's Liability	$1,000,000 each Bodily Injury by Accident
	$1,000,000 policy limit Bodily Injury by Disease
	$1,000,000 each occurrence Bodily Injury by Disease
Automobile Liability:	
Bodily Injury/Property Damage	$3,000,000
Combined – Single Limit	Coverage applies to all owned, non-owned, hired and leased vehicles (including trailers) and must include MCS-90 endorsement for pollution liability coverage
Commercial General Liability:	
Bodily Injury/Property Damage	$2,000,000 each occurrence
Combined – Single Limit	$3,000,000 general aggregate (including products/completed operations)
Pollution Legal Liability:	$1,000,000

All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VIII. Hauler shall deliver the Certificates of Insurance evidencing the forgoing policies to Republic before Hauler delivers any waste to the Landfill pursuant to this Agreement. The Certificates and the insurance policies required by this Section 8 shall contain a provision that provides that the insurance coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to Republic. With the exception of the workers' compensation policy, Republic and the Republic Indemnified Parties shall be shown as additional insured's under all of the insurance policies required by this Section 8. The policies required by this Section 8 shall be primary and the insurance providers shall agree to waive their rights of subrogation against Republic.

9. **General.**

(a) **Independent Contractor.** Hauler and Republic shall perform their obligations under this Agreement as independent contractors. Neither party nor any of its employees, agents or subcontractors shall be, purport to be, or be deemed, the agent of the other party.

(b) **Assignment; Binding Effect.** Hauler may not assign this Agreement without Republic's prior written consent, which Republic may grant or withhold in its sole discretion. Republic may assign this Agreement without the consent of Hauler, and Hauler acknowledges and agrees that any such assignment by Republic shall release Republic from any liability under this Agreement from and after the date of the assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assignees.

(c) **Entire Agreement.** This Agreement supersedes all prior agreements, written or oral, with respect to the subject matter of this Agreement. Only a written instrument signed by both parties hereto may modify this Agreement.

(d) **Severability.** If any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect.

(e) **Waiver.** No delay or omission by a party in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by a party on any occasion is effective only on that occasion and not any other.

Attachment: BFI proposal fee form (2022-062 : Transfer Station & Recycling Program Contract)

(f) **Governing Law; Waiver of Jury Trail; Attorneys' Fees.** This Agreement shall be governed by the laws of the state where Republic Landfill is located except for its conflicts of laws rules. By execution and delivery of this Agreement, each of the parties knowingly, voluntarily and irrevocably: (i) waives any right to trial by jury; and (ii) agrees that any dispute arising out of this Agreement shall be decided by court trial without a jury. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs (including litigation related costs and expert witness fees) leading up to or incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

Attachment: BFI proposal fee form (2022-062 : Transfer Station & Recycling Program Contract)

Volume Two- Cost Proposal and Required County Documents

Cost Proposal

Mark Robinson Hauling LLC proposes the following prices to run the Lumpkin County Transfer Station:

Proposal One

- The bag fee would continue to be the same as current pricing.
  - $1.00 for kitchen bags less than 30 gallon.
  - $2.00 for bags 30 gallon or larger.
- The per ton rate would be $56.00 per ton, with the minimum fee remaining at $5.00 We would also continue to charge an additional $5.00 fee for large furniture items such as couches, loveseats, recliners, mattresses, box springs, etc.
- We would continue to provide Lumpkin County with up to $100.00 per month in free dump fees.
- We would continue to support the "Keep Lumpkin County Beautiful Program" by allowing the free dumping of bags collected with the stickers provided by Lumpkin County.
- Mark Robinson Hauling LLC would pay Lumpkin County $1500.00 per month for leasing the Lumpkin County Transfer Station.
- We will continue with the clean up-days as we have in the past and as listed in the proposal.
- In regards to recycling, we would continue to charge Lumpkin County $6000.00 to manage the operations of recycling collected at 490 Barlow Road.

Attachment: Mark Robinson proposal fee form option 1 (2022-062 : Transfer Station & Recycling Program Contract)

These prices that have been submitted in this proposal are accurate through today's market. Any future price increases that occur will be sent to Lumpkin County for approval.

Please see the second proposal with another option regarding recycling.

Attachment: Mark Robinson proposal fee form option 1 (2022-062 : Transfer Station & Recycling Program Contract)

Volume Two- Cost Proposal and Required County Documents

Cost Proposal

Mark Robinson Hauling LLC proposes the following prices to run the Lumpkin County Transfer Station:

Proposal Two

- The bag fee would continue to be the same as current pricing.
    - $1.00 for kitchen bags less than 30 gallon.
    - $2.00 for bags 30 gallon or larger.
- The per ton rate would be $56.00 per ton, with the minimum fee remaining at $5.00 We would also continue to charge an additional $5.00 fee for large furniture items such as couches, loveseats, recliners, mattresses, box springs, etc.
- We would continue to provide Lumpkin County with up to $100.00 per month in free dump fees.
- We would continue to support the "Keep Lumpkin County Beautiful Program" by allowing the free dumping of bags collected with the stickers provided by Lumpkin County.
- Mark Robinson Hauling LLC would pay Lumpkin County $1500.00 per month for leasing the Lumpkin County Transfer Station.
- We will continue with the clean up-days as we have in the past and as listed in the proposal.
- Mark Robinson Hauling LLC would like to submit a second option in regards to recycling in which we would not charge the county for the management of the recycling at 490 Barlow Road, but would charge the customers. We would

Attachment: Mark Robinson proposal fee form option 2 (2022-062 : Transfer Station & Recycling Program Contract)

charge the same ratios for recycling trash. It would have a $5.00 minimum with a $56.00 per ton.

These prices that have been submitted in this proposal are accurate through today's market. Any future price increases that occur will be sent to Lumpkin County for approval.

Attachment: Mark Robinson proposal fee form option 2 (2022-062 : Transfer Station & Recycling Program Contract)

Lumpkin County, Georgia

LC Airport Authority Department

Date: September 6, 2022

Agenda Item: LC Wimpy Airport Crack Sealing & Runway Remarking - Wall Contract

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

Facts & Historical Information: On July, 6th staff released and invitation to bid for the crack sealing and runway remarking project. These projects are both on the approved airport CIP and were combined into one bid package. Four bids were received on August 12th (see bid tabulations). Wall Asphalt Services, Inc. was the low bidder at $44,405.25. This is a unit rate bid. The bid total is based on estimated quantities of each item. The final cost of the contract may very based on actual units completed. GDOT, has informed staff that their reimbursement for the project will be done under a supplemental to the existing contract and a new contract will not be required. GDOT will reimburse 75% of the total cost of the project including staff project management time. See attached total project cost estimate.

Potential Courses Of Action:
1. Award contract Wall Asphalt Services, Inc.
2. Do not award contract.

Budget Impact: GDOT will reimburse 75% of the costs of the contract. The remaining 25% will be paid from the airport budget.

Staff Recommendation: **Staff recommends that the contract be awarded to Wall Asphalt Services, Inc.**

Attachments:
Bid Tabulation
total project cost estimate 8-19-22

Bib Opening Tabulation

Project# 2022-004 Lumpkin County Airport Runway Sealing and Remarking August 12, 2022 @ 2:05 PM	Hasco	Hi-lite	Wall Asphalt	Axtell's			
Information Form	✓	✓	✓	✓			
Execution of Proposal Form	✓	✓	✓	✓			
Non-Collusion Form	✓	✓	✓	✓			
Drug Free Workplace Form	✓	✓	✓	✓			
Addenda Acknowledgement Form	✓	✓	✓	✓			
E-verify	✓	✓	✓	✓			
SAVE Affidavit	✓	✓	✓	✓			
W-9	✓	✓	✓	✓			
Bid Bond	✓	✓	✓	✓			
Bidder's Certification	✓	✓	✓	✓			
Price Proposal Form	*39,024.90 **48,720.15	63573.25	44,405.25	115931.61			

Ryan McDuffie, Purchasing Agent

Witness

* revise linear total on unit sheet
** updated total

Lumpkin County - Wimpys Airport (9A0) Crack sealing / Remarking Project Cost

Item	item cost	COUNTY 25%	STATE 75%
CONSTRUCTION COMPLETE	$44,405.25	$11,101.31	$33,303.94
PROJECT MANAGEMENT/INSPECTION /FINAL CLOSEOUT	$5,560.58	$1,390.14	$4,170.43
PROJECT TOTALS	$49,965.83	$12,491.46	$37,474.37

Attachment: total project cost estimate 8-19-22 (2022-063 : LC Wimpy Airport Crack Sealing & Runway Remarking - Wall Contract)

Lumpkin County, Georgia

Public Works Department

Date: September 6, 2022

Agenda Item: GDOT Crack Sealing and Runway Remarking Supplemental Agreement

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

Facts & Historical Information: On May 27, 2021 Lumpkin County executed an agreement with GDOT to fund 75% of the airport improvements. On August 31, 2022 staff received a draft supplemental to that agreement to fund the additional cost associated with the Crack Sealing and Runway Remarking Project. This supplement increased the amount of GDOT funding by $15,503.57 to a total of $276,343.59.

Potential Courses Of Action:
1. Approve the supplement to the May 27, 2021 agreement
2. Do not approve.

Budget Impact: GDOT will reimburse 75% of the costs of the contract. The remaining 25% will be paid from the airport budget and in-kind work.

Staff Recommendation: **Staff recommends that the supplement be approved.**

Attachments:
T006962 SA #1 Draft 8_31_2022 supplimental agreement

SUPPLEMENTAL AGREEMENT #1

BETWEEN

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

AND

LUMPKIN COUNTY

Project Number: AP021-9000-12(187) Lumpkin
PID – T006962

This agreement is made and entered into on _____, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter referred to as the "DEPARTMENT", and LUMPKIN COUNTY, hereinafter called the "SPONSOR".

DRAFT

WHEREAS, the DEPARTMENT and the SPONSOR heretofore on May 27, 2021, entered into an Agreement, hereinafter called the "ORIGINAL CONTRACT", whereby the DEPARTMENT agreed to participate in the SPONSOR'S desire for the construction of certain work at the Lumpkin County Airport for LUMPKIN COUNTY; and

WHEREAS, the DEPARTMENT has determined that additional line items and funds are needed for completion of the PROJECT. This will provide the ability to carry out the full scope of work as identified in the Exhibit A-Revised 8/29/2022, in the ORIGINAL CONTRACT dated May 27, 2021. This Supplemental Agreement will increase the budget; and

Attachment: T006962 SA #1 Draft 8_31_2022 supplimental agreement (2022-064 : GDOT Crack Sealing and Runway Remarking Supplemental

NOW THEREFORE, THE PARTIES HERETO mutually agree that for and in consideration of the mutual benefits to flow from each other to the other, the ORIGINAL CONTRACT dated May 27, 2021, is hereby modified as follows:

I. Paragraphs two (2) and three (3) of item 4, on page 2 are hereby deleted in its entirety and the following is substituted in lieu thereof:

The total estimated cost of the Project is THREE HUNDRED SIXTY-EIGHT THOUSAND FOUR HUNDRED FIFTY-EIGHT and 10/100 Dollars ($368,458.10). The total estimated cost of the Project as described herein is shown on the Summary of Construction Items in Exhibit A, which is hereby made a part of this Agreement as fully and to be the same effect as if the same had been set forth at length in the body of this Agreement.

It is further agreed that the DEPARTMENT'S obligation will include state funds in the amount of TWO HUNDRED SEVENTY-SIX THOUSAND THREE HUNDRED FORTY-THREE and 59/100 Dollars ($276,343.59) for the Project as summarized in Exhibit A. It is further agreed that the maximum amount the DEPARTMENT shall be obligated to pay is the total amount of the state share of the project which is TWO HUNDRED SEVENTY-SIX THOUSAND THREE HUNDRED FORTY-THREE and 59/100 Dollars ($276,343.59). However, if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A, the DEPARTMENT shall be obligated to pay 75% of the actual project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in the Summary of Construction Items (Exhibit A), whichever is less. It is further understood the sponsor's local share of the project is in the amount of NINETY-TWO THOUSAND ONE HUNDRED FOURTEEN and 51/100 Dollars ($92,114.51).

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II. The Exhibit A is hereby deleted in its entirety and the following is substituted in lieu thereof: Exhibit A-Revised 8/29/2022.

Except as modified, changed, or amended, all the terms and conditions of the Original contract dated, May 27, 2021, as amended by the Supplemental Agreement shall remain in full force and effect. The covenants herein contained shall except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

Attachment: T006962 SA #1 Draft 8_31_2022 supplimental agreement (2022-064 : GDOT Crack Sealing and Runway Remarking Supplemental

IN WITNESS THEREOF said parties have hereunto set their hands and affixed their seals the day and year above first written.

DEPARTMENT OF TRANSPORTATION: LUMPKIN COUNTY

_____ (SEAL) DATE: _____
Commissioner

ATTEST: _____ _____
Treasurer CHAIRMAN (SEAL)

_____
PRINTED NAME

DRAFT

Federal Employment Identification

Number: 586000857

Attachment: T006962 SA #1 Draft 8_31_2022 supplimental agreement (2022-064 : GDOT Crack Sealing and Runway Remarking Supplemental

LUMPKIN COUNTY - WIMPY'S AIRPORT
DAHLONEGA, GA

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EXHIBIT A-Revised 8/29/2022

SUMMARY OF CONSTRUCTION ITEMS - LIMITED PARTICIPATION

GDOT PROJECT NUMBER: AP021-9000-12(187) Lumpkin
PID - T006962

Install Perimeter Fence and Gates; Terminal Area Improvements Phase I; Crack Seal/Remark Airfield; Relocate Thresholds

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
Part 1 State Funds FY21					
1	LIMITED PARTICIPATION PROJECT. THE AMOUNT SHALL NOT EXCEED $260,840.02 OR 75.0%, WHICHEVER IS LESS OF THE ACTUAL COST OF $347,786.69. INSTALL PERIMETER FENCE AND GATES; TERMINAL AREA IMPROVEMENTS PHASE I; CRACK SEAL/REMARK AIRFIELD; RELOCATE THRESHOLDS - LIMITED PARTICIPATION	EA	260,840.02	$1.00	$260,840.02
	Total Part 1 State Funds FY21				**$260,840.02**
Part 2 State Funds FY 22					
2	LIMITED PARTICIPATION PROJECT. THE AMOUNT SHALL NOT EXCEED $15,503.57 OR 75.0%, WHICHEVER IS LESS OF THE ACTUAL COST OF $20,671.41. CRACK SEAL/REMARK AIRFIELD; RELOCATE THRESHOLDS - LIMITED PARTICIPATION	EA	15,503.57	$1.00	$15,503.57
	Total Part 2 State Funds FY22				**$15,503.57**
	TOTAL PROJECT COST				**$276,343.59**

Federal Grant # and FAIN #	Federal Award Date	Original Contract	Supplemental Agreement #1	New Contract Amount	Fund Source
FY21 STATE	N/A	$260,840.02	$0.00	260,840.02	01211
FY22 STATE	N/A	$0.00	$15,503.57	15,503.57	01225
TOTAL MAXIMUM OBLIGATION OF STATE FUNDS THIS CONTRACT:				$276,343.59	

CFDA: 20.106; UEI:KXJCT7D54GD8
Indirect Cost Rate-N/A: Research and Development Contract -No

Attachment: T006962 SA #1 Draft 8_31_2022 supplimental agreement (2022-064 : GDOT Crack Sealing

LUMPKIN COUNTY - WIMPY'S AIRPORT
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EXHIBIT A-Revised 8/29/22

SUMMARY OF CONSTRUCTION ITEMS - DETAIL

GDOT PROJECT NUMBER: AP021-9000-12(187) Lumpkin
PID-T006962

Install Perimeter Fence and Gates; Terminal Area Improvements Phase I; Crack Seal/Remark Airfield; Relocate Thresholds

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	STATE FUNDS
Part 1 State Funds FY21								**01211**
1	GDOT	Design Primary Surface Improvements	EACH	0	$1.00	$0.00	75%	$0.00
2	GDOT	Construction Phase Services	EACH	33,855	$1.00	$33,855.00	75%	$25,391.25
3	643-1152	Gavl. Chain Link Fence, 6', wire gauge: 9, incl 1-12'gates and 1-4'gates	FEET	2,962	$27.66	$81,928.92	75%	$61,446.69
4	210-0100	Grading Complete	LS	1	$45,675.00	$45,675.00	75%	$34,256.25
5	310-1201	Graded Aggregate Base including material	TON	519.63	$51.94	$26,989.58	75%	$20,242.19
6	402-3190	Recycled asph conc. 19MM superpave GP 2 only incl Bitum material and H Lime	TON	220	$193.49	$42,567.80	75%	$31,925.85
7	402-3130	Recycled asph conc. 12.5MM superpave GP 2 only incl Bitum material and H Lime	TON	135	$193.49	$26,121.15	75%	$19,590.86
8	550-1240	24" Smooth Line Corrugated HDPE	LF	50	$88.13	$4,406.50	75%	$3,304.88
9	652-2501	Solid 5" White Parking Strips and 1 Blue H.C. Symbol	LS	1	$840.00	$840.00	75%	$630.00
10	700-6910	Permanent Grassing	LS	1	$2,400.00	$2,400.00	75%	$1,800.00
11	643-8300	Ornamental Fence	FEET	296	$75.02	$22,205.92	75%	$16,654.44
12	643-8050	Ornamental Gate 16' wide; Automatic Opener; 6' High	EACH	1	$31,502.40	$31,502.40	75%	$23,626.80
13	GDOT	Construction Administration/Inspection	EACH	5,560.58	$1.00	$5,560.58	75%	$4,170.44
14	C-105	Mobilization	LS	5,000	$1.00	$5,000.00	75%	$3,750.00
15	GDOT - 407	Asphalt-Rubber Joint and Crack Seal Type S	LF	10,809	$1.25	$13,511.25	75%	$10,133.44
16a	GDOT - 656	Removal of Paint Markings	SY	435.22	$12.00	$5,222.59	75%	$3,916.93
		Total Part 1 State Funds FY21				**$347,786.69**		**$260,840.02**

Attachment: T006962 SA #1 Draft 8_31_2022 supplimental agreement (2022-064 : GDOT Crack Sealing

LUMPKIN COUNTY - WIMPY'S AIRPORT
DAHLONEGA, GA

DRAFT

EXHIBIT A-Revised 8/29/22

SUMMARY OF CONSTRUCTION ITEMS - DETAIL

GDOT PROJECT NUMBER: AP021-9000-12(187) Lumpkin
PID-T006962

Install Perimeter Fence and Gates; Terminal Area Improvements Phase I; Crack Seal/Remark Airfield; Relocate Thresholds

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	STATE FUNDS
Part 2 State Funds FY22								**01225**
16b	GDOT - 656	Removal of Paint Markings	SY	389.78	$12.00	$4,677.41	75%	$3,508.07
17	P-620	Paint Markings White w/ Glass Beads	SF	7350	$1.40	$10,290.00	75%	$7,717.50
18	P-620	Paint Markings Yellow w/ Glass Beads	SF	700	$1.50	$1,050.00	75%	$787.50
19	P-620	Paint Markings Black	SF	4654	$1.00	$4,654.00	75%	$3,490.50
		Total Part 2 State Funds FY22				**$20,671.41**		**$15,503.57**
		Total Project Cost				**$368,458.10**		**$276,343.59**

FAA Grant # and FAIN #	Federal Award Date	Original Contract	Supplemental Agreement #1	New Contract Amount	Fund Source
FY21 STATE	**N/A**	**$260,840.02**	**$0.00**	**$260,840.02**	**01211**
FY22 STATE	**N/A**	**$0.00**	**$15,503.57**	**$15,503.57**	**01225**
TOTAL MAXIMUM OBLIGATION OF STATE FUNDS THIS CONTRACT:				**$276,343.59**	

Attachment: T006962 SA #1 Draft 8_31_2022 supplimental agreement (2022-064 : GDOT Crack Sealing

Lumpkin County, Georgia

Public Works Department

Date: September 6, 2022

Agenda Item: Proposed LMIG FY2023 Road Resurfacing List

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

Facts & Historical Information: Each year staff scores several roads to rank the roads for resurfacing. The higher a road scores, the more in need of resurfacing the road is. For 2023, staff scored 70 road sections of which 21 of the roads scored at a level (greater than 25) which indicates a current need to be resurfaced. Of the 21 highest scoring roads, staff is proposing that 7 be resurfaced in 2023. (See attached scoring list) Staff is proposing that the three roads in blue highlighting (4.93 miles estimated cost $807,067) be resurfaced with LMIG funds using TSPLOST funds as a match and the four roads in green highlighting (6.67 miles estimated cost $994,373) will be resurfaced with TSPLOST funds. The total estimated resurfacing cost for 2023 is $1,801,440 for 11.6 miles of road. Staff is now submitting the recommended list of roads to be resurfaced for comment by the BOC.

Potential Courses Of Action: Sources of funding and estimated amounts are:

- DOT LMIG grant: $600,382.15
- TSPLOST: $1,200,000

- Total Funds available: $1,800,382.15

Staff Recommendation: **Staff's intent is to use all available funds for resurfacing of roads from the priority list. Staff asks that the BOC review the attached list of roads for resurfacing in 2023 and approve with any changes the BOC wishes to make.**

Attachments:
2023 pavement rating list
2023 proposed resurfacing list rev 8-23-22

Lumpkin County 2023 Pavement Rating List

FUNDS	ROAD NAME	2023 SCORE	START	END	WIDTH (ft)	LENGTH (Mi.)	#/sy	total cost	cumulative cost	cumulative length (mi)	comment
TSPLOST	Mill Creek Rd	35	Little Mountain Rd	Sheep Wallow Rd	20	1.77	165	$261,238	$261,238	1.77	widening project
TSPLOST	Sheep Wallow Rd	35	Little Mountain Rd	Mill Creek Rd	20	3.29	165	$489,279	$750,517	5.06	widening project
TSPLOST	Jay Bridge Rd	29	river bridge	Oak Grove Rd	19	1.25	200	$210,507	$961,024	6.31	
LMIG	Little Mountain Rd	35	SR 52	Sheep Wallow Rd	20	2.13	165	$319,463	$1,280,487	2.13	widening project
LMIG	Robinson Rd	31	Long Branch Rd	Early dr.	20	0.70	200	$110,325	$1,390,812	2.83	
LMIG	Gold Cove Dr	30	Sr 115 /Long Branch rd	cul de sac	20	0.67	200	$105,597	$1,496,409	3.50	Gold Cove SD
LMIG	Rocktree Rd	30	Rock House Rd	Mountain Path	20	0.91	200	$160,002	$1,656,411	4.41	
LMIG	Gold Vw	29	Gold Cove Dr	Buckeye Ln N/S	18	0.33	200	$46,807	$1,703,218	4.74	Gold Cove SD
LMIG	Holly Ln	29	Sr 115 /Long Branch rd	cul de sac	18	0.30	200	$42,652	$1,745,869	5.04	Oakdale Estates SD
LMIG	Anderson dr	28	US 19 Bus	0.40 miles	20	0.40	200	$62,713	$1,808,582	5.44	Noahs Mountain SD
LMIG	Acorn Dr	27	Holly Ln	50' past Gooseberry Ln	11	0.12	200	$11,411	$1,819,993	5.56	Oakdale Estates SD
	Clay Creek Falls Rd	29	SR 9	Oak Grove Rd	20	2.19		$384,719	$2,204,712	7.75	
	Homer Edwards	28	Clay Creek Falls Rd	Oak Grove Rd	20	1.26		$221,265	$2,425,977	9.01	
	Lee Mashburn	28	Ben West	End	12	1.00		$103,534	$2,529,511	10.01	
	Nimblewill Gap Rd	28	Nimblewill Church Rd	end of pavement	15	2.26		$283,628	$2,813,139	12.27	
	Nimblewill Church Rd	27	Church	SR 52 west end	20	2.35		$412,916	$3,226,055	14.62	
	Ben Higgins Rd	27	Bear Slide Hollow	SR 9	21	2.40		$439,269	$3,665,324	17.02	
	Honey Tree Ter	26	Bear slide path	cul de sac	20	0.10		$15,423	$3,680,747	17.12	Bearslide Hollow SD
	Station Trl	26	Auraria Rd	cul de sac	21	0.73		$117,934	$3,798,681	17.85	
	Gold Crest Dr	36	Gold Cove Dr	cul de sac	19	0.62		$93,177	$3,891,858	18.47	Gold Cove SD
	Cane Creek Church Rd	31	Black Mtn rd	Church parking lot	13	0.80		$85,085	$3,976,943	19.27	
	River view trl west	25	Copper Ridge Dr	Overlook Pl	12	1.03		$100,846	$4,077,789	20.30	Copper Ridge SD
	Laurel Circle	25	Carlton Seitz	River Dr.	17	0.81		$108,959	$4,186,748	21.11	Etowah Shoals SD
	Lucy Ln	25	Pat Gooch rd	end	12	0.20		$20,707	$4,207,455	21.31	hard to access
	Edwards Parkway	25	US 19	End	13	0.87		$96,445	$4,303,900	22.18	
	Martins Groove Rd	25	Oak Grove Rd	Martins Groove Rd	19	1.20		$195,492	$4,499,392	23.38	
	Oak Grove Park Dr	25	Oak Grove Rd	end	19	0.11		$16,160	$4,515,552	23.49	
	Ruby Rd	25	Martins Ford Rd	end	12	0.20		$19,132	$4,534,684	23.69	
	Bear slide Path	24	Bear slide Rd	cul de sac	20	0.10		$15,623	$4,550,307	23.79	Bearslide Hollow SD
	Jay Bridge Rd	24	SR 52	river bridge	17	1.70		$244,099	$4,794,406	25.49	Widen where possible
	Fern Park Dr	23	Greenway Rd	cul de sac	20	0.55		$84,828	$4,879,234	26.04	Fern Park SD
	TS Jarrad	23	Us 19	end	12	0.45		$43,047	$4,922,281	26.49	
	Woods Dr	23	Little Mountain Rd	End	20	0.25		$40,527	$4,962,807	26.74	
	Copper Mines Rd	22	Chestatee River bridge	Cavenders Creek Rd	22	1.28		$236,480	$5,199,288	28.02	
	Corinth Church rd	22	Us 19	end	12	0.50		$51,767	$5,251,055	28.52	
	Nottingham Ln	21	Robin Hood Ln	cul de sac	21	0.22		$35,542	$5,286,597	28.74	Sherwood Forest SD
	Grindle Brothers	21	SR 115	Copper Mines Rd	19	1.00		$168,445	$5,455,042	29.74	
	Oak Grove Park Ln	21	Oak Grove Park Dr	end	18	0.03		$4,188	$5,459,230	29.77	
	Oak Grove Rd	21	Clay creek falls Rd	Silome Church	21	1.60		$280,086	$5,739,315	31.37	
	Norman Bell Rd	21	Copper Mine	Long Branch Ext	20	1.00		$175,907	$5,915,222	32.37	
	Coolidge Way	20	SR 52	end	12	0.32		$31,431	$5,946,653	32.69	Williams Way SD
	Frair Tuck Trl S	19	Robin Hood Ln	cul de sac	21	0.10		$16,155	$5,962,809	32.79	Sherwood Forest SD
	Cherokee Trce	19	SR 52 E	End	20	0.36		$56,334	$6,019,142	33.15	Wagon Creek SD
	Edmonson Dr	19	Wash Rider	End	13	0.27		$29,324	$6,048,466	33.42	
	Elliot Ln	19	Seven Mile Hill Rd	End	18	0.40		$56,736	$6,105,201	33.82	
	Guy Wimpy W	19	Camp Wahsega	gate	13	0.22		$23,646	$6,128,847	34.04	
	Halls Mill Rd	19	SR 52	end of pavement	16	1.15		$152,844	$6,281,691	35.19	
	Fern Park Ln	18	Fern Park Dr	cul de sac	20	0.16		$24,677	$6,306,368	35.35	Fern Park SD
	Little John Ln	18	Frair Tuck trl n	cul de sac	21	0.15		$27,233	$6,333,601	35.50	Sherwood Forest SD
	Claude Parks Rd	18	Sr 52	Hall County line	22	1.95		$371,208	$6,704,809	37.45	
	Ben Higgins Rd	18	Auraria Rd	Bear Slide Hollow	21	0.90		$164,836	$6,869,645	38.35	
	Black Mountain Rd	17	Cain Creek Church rd	Pat Gooch rd	22	3.45		$660,244	$7,529,889	41.80	
	Winfield Blf	16	Station Trl	cul de sac	21	0.48		$77,546	$7,607,435	42.28	
	Buckeye Ln N/S	15	cul de sac	Buckeye Rdg E/W	20	0.42		$64,777	$7,672,212	42.70	Gold Cove SD
	Copper Ridge Dr	15	Long Branch Rd	River View Tr	20	0.08		$12,519	$7,684,731	42.78	
	Nimblewill Church Rd	15	SR 52 east end	church	20	1.20		$204,158	$7,888,889	43.98	
	Ridley Rd	15	US 19 N	Yahoola Rd	20	2.28		$370,204	$8,259,093	46.26	
	Deer Path	14	River view trail	end	15	0.07		$8,391	$8,267,484	46.33	Copper Ridge SD
	Lake Laurel Court e&w	14	cul de sac	cul de sac	20	0.12		$18,508	$8,285,992	46.45	Laurel Forest SD
	Choctaw Rdg N & S	13	Amicalola Trl	End	20	0.40		$61,693	$8,347,685	46.85	Wagon Creek SD
	Williams Ln	13	Coolidge Way	end	11	0.07		$6,184	$8,353,869	46.92	Williams Way SD
	Guy Wimpy E	12	Black Mountain	Gate	16	0.30		$38,159	$8,392,027	47.22	
	Rocktree Rd	12	Mountain Path	end of pavement	15	0.46		$56,177	$8,448,204	47.68	
	Buckeye Rdg E/W	11	cul de sac	cul de sac	20	0.26		$40,100	$8,488,305	47.94	Gold Cove SD
	Sequoya Pl	11	Choctaw Rdg N	End	20	0.20		$30,846	$8,519,151	48.14	Wagon Creek SD
	Old Cherokee Way	11	Station Trl	cul de sac	21	0.30		$48,466	$8,567,617	48.44	
	Amicalola Trl	10	Cherokee Trce	End	20	0.14		$21,592	$8,589,210	48.58	Wagon Creek SD
	Yonan Pl	8	Cherokee Trce	End	20	0.10		$15,423	$8,604,633	48.68	Wagon Creek SD
	Briar Patch Rd	6	Sequoya Pl	End + cul de sac	20	0.06		$15,494	$8,620,127	48.74	Wagon Creek SD
	Maple Ridge Rd	5	River Flow Dr	cul de sac	20	0.12		$19,048	$8,639,175	48.86	
				total scored		55.17					

Attachment: 2023 pavement rating list (3497 : Proposed LMIG FY2023 Road Resurfacing List)

Lumpkin County 2023 Proposed Resurfacing List

FUNDS	ROAD NAME	2023 SCORE	START	END	WIDTH (ft)	LENGTH (Mi.)	#/sy	12.5 mm tons	12.5 mm (ton)	total cost	cumulative cost	cumulative length (mi)	comment	estimated cost per project
LMIG	Anderson dr	28	US 19 Bus	0.40 miles	20	0.40	200	469.33	$56,320.00	$62,713	$62,713	0.40	Noahs Mountain SD	
LMIG	Ben Higgins Rd	27	Bear Slide Hollow	SR 9	21	2.40	200	2956.80	$354,816.00	$439,269	$501,981	2.80		
LMIG	Little Mountain Rd	35	SR 52	Sheep Wallow Rd	20	2.13	165	2061.84	$247,420.80	$305,086	807067.40	2.13	widening project	$807,067
TSPLOST	Mill Creek Rd	35	Little Mountain Rd	Sheep Wallow Rd	20	1.77	165	1713.36	$205,603.20	$253,273	$1,060,340	3.90	widening project	
TSPLOST	Robinson Rd	31	Long Branch Rd	Early dr.	20	0.70	200	821.33	$98,560.00	$110,325	$1,170,665	4.60		
TSPLOST	Rocktree Rd	30	Rock House Rd	Mountain Path	20	0.91	200	1067.73	$128,128.00	$160,002	$1,330,668	5.51		
TSPLOST	Sheep Wallow Rd	35	Little Mountain Rd	Mill Creek Rd	20	3.29	165	3184.72	$382,166.40	$470,773	$1,801,440	8.80	widening project	$994,373
													total estimated cost	$1,801,440
												11.60	estimated cost per mile	$155,297

Attachment: 2023 proposed resurfacing list rev 8-23-22 (3497 : Proposed LMIG FY2023 Road Resurfacing

Lumpkin County, Georgia

Water & Sewerage Authority Department

Date: September 6, 2022

Agenda Item: Request use of SPLOST or ARPA Funds for LCWSA System Improvements

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

Facts & Historical Information:

LCWSA recently received bids to construct the "Chestatee Industrial Park 2021 Water & Sewer System Improvements" project. The project includes water and sewer improvements at multiple locations along the HWY 400 corridor. An exhibit describing the scope of the project is attached.

Construction costs have increased substantially in the past two years and LCWSA is currently facing a budget shortfall for the project. The table below shows the approximate breakdown.

Low Bid for Construction	($ 5,275,000)
Available balance of LCWSA Revenue Bond Acct	$ 2,600,000
EDA Grant Award	$ 2,000,000
Budget Shortfall	**($675,000)**

LCWSA Funding Request:

LCWSA is requesting $675,000 from one of the potential funding sources listed below to complete the construction of improvements to the water and sewer system.

Potential Funding Sources:

1. LCWSA's allocation of 2020 SPLOST Program Collections

2. America Rescue Plan Act (ARPA) funds that have been received by Lumpkin County

LCWSA Analysis:

BOC approval of the LCWSA's request for funds will not impact the operating budget for the County. The scope of the project matches a spending priority for either funding source.

Through coordination with the Lumpkin County Finance Department, LCWSA understands that there are sufficient funds in LCWSA's allocation of the 2020

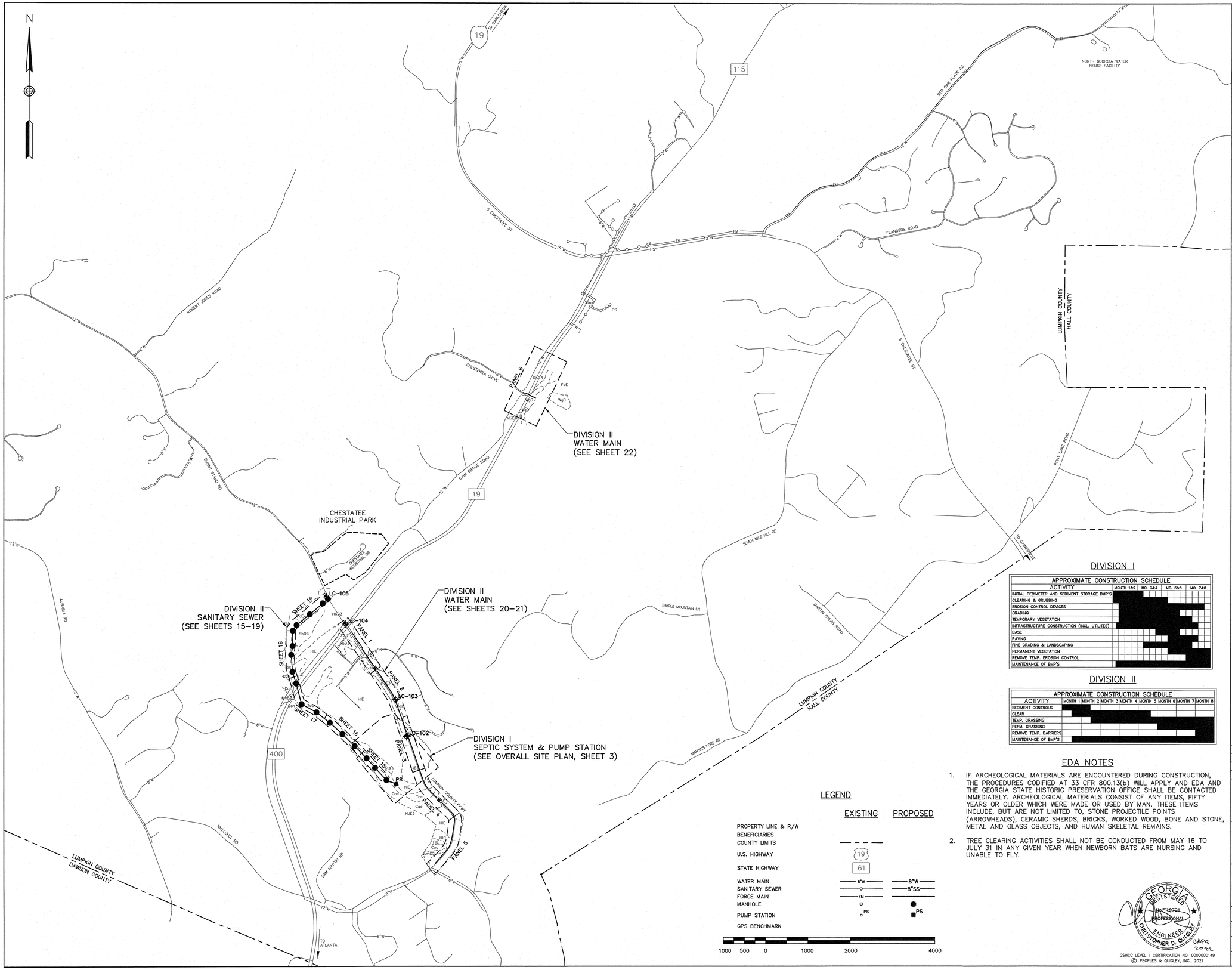
SPLOST program that are readily available and sufficient to cover the budget shortfall. As an alternative, Lumpkin County has existing ARPA funds that are readily available and sufficient to cover the budget shortfall.

Potential Courses of Action (COA):

1. BOC approves LCWSA's request for $675,000 with funds available from LCWSA's allocation under the 2020 SPLOST Program.
2. BOC approves LCWSA's request for $675,000 with funds available from Lumpkin County's ARPA.
3. BOC elects not to approve LCWSA's request for funding at this time.

Staff Recommendation: **LCWSA Staff recommends COA #1.**

Attachments:
LCWSA Project Map Exhibit



GENERAL NOTES

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2. THIS DRAWING WAS CREATED FROM INFORMATION PROVIDED BY OTHERS AND FIELD MEASUREMENTS TAKEN BY PEOPLES & QUIGLEY, INC.
3. GPS BENCHMARKS:

LC–102: METAL DISK IN CONCRETE
NORTHING: 1614383.6180
EASTING: 2351795.2150
ELEVATION: 1132.17

LC–103: METAL DISK IN CONCRETE
NORTHING: 1615248.4310
EASTING: 2351536.2870
ELEVATION: 1144.55

LC–104: METAL DISK IN CONCRETE
NORTHING: 1617020.0360
EASTING: 2350358.5780
ELEVATION: 1188.77

LC–105: METAL DISK IN CONCRETE
NORTHING: 1617656.4960
EASTING: 2349904.2000
ELEVATION: 1203.87

EROSION CONTROL NOTES

1. THE SOIL CLASSIFICATIONS FOR THIS PROJECT INCLUDE:
AmC2 – APPLING SANDY LOAM
Coc – CARTECAY COMPLEX
Con – CONAGREE AND STARR SOILS
FaE – FANNIN SANDY LOAM
HIC, HIE – HAYESVILLE SANDY LOAM
HJE3 – HAYESVILLE SANDY CLAY LOAM
HKC3 – HAYESVILLE AND RABUN CLAY LOAMS
MoB2, MoC2 – MASADA FINE SANDY LOAM
MuE2 – MUSELLA GRAVELLY CLAY LOAM
RbD3, RbE3 – RABUN CLAY LOAM
Sta – STARR FINE SANDY LOAM
TbE – TALLAPOOSA COBBLY FINE SANDY LOAM
Toc – TOCCOA SANDY LOAM
WgC, WgD – WICKHAM FINE SANDY LOAM
2. WATERS OF THE STATE WITHIN 200 FEET OF THE PROJECT ARE CANE BRANCH, AND UNNAMED TRIBUTARIES OF CHESTATEE RIVER.
3. THERE ARE NO WETLANDS ON THE PROJECT SITE.
4. EROSION CONTROL PHASES:
INITIAL PHASE–INSTALL LONGITUDINAL SILT FENCE BEFORE PIPE INSTALLATION.
INTERMEDIATE PHASE–ADD HAY BALE SEDIMENT BARRIERS AND TEMPORARY GRASS AS WORK PROGRESSES.
FINAL PHASE–PROVIDE PERMANENT VEGETATION. REMOVE STRUCTURAL MEASURES AFTER FINAL STABILIZATION.
5. **THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, LAND DISTURBING ACTIVITIES.**
6. **EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDTIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT.**
7. **ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD OF GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.**

DIVISION I

APPROXIMATE CONSTRUCTION SCHEDULE

ACTIVITY	MONTH 1&2	MO. 3&4	MO. 5&6	MO. 7&8
INITIAL PERIMETER AND SEDIMENT STORAGE BMP'S				
CLEARING & GRUBBING				
EROSION CONTROL DEVICES				
GRADING				
TEMPORARY VEGETATION				
INFRASTRUCTURE CONSTRUCTION (INCL. UTILITES)				
BASE				
PAVING				
FINE GRADING & LANDSCAPING				
PERMANENT VEGETATION				
REMOVE TEMP. EROSION CONTROL				
MAINTENANCE OF BMP'S				

DIVISION II

APPROXIMATE CONSTRUCTION SCHEDULE

ACTIVITY	MONTH 1	MONTH 2	MONTH 3	MONTH 4	MONTH 5	MONTH 6	MONTH 7	MONTH 8
SEDIMENT CONTROLS								
CLEAR								
TEMP. GRASSING								
PERM. GRASSING								
REMOVE TEMP. BARRIERS								
MAINTENANCE OF BMP'S								

EDA NOTES

1. IF ARCHEOLOGICAL MATERIALS ARE ENCOUNTERED DURING CONSTRUCTION, THE PROCEDURES CODIFIED AT 33 CFR 800.13(b) WILL APPLY AND EDA AND THE GEORGIA STATE HISTORIC PRESERVATION OFFICE SHALL BE CONTACTED IMMEDIATELY. ARCHEOLOGICAL MATERIALS CONSIST OF ANY ITEMS, FIFTY YEARS OR OLDER WHICH WERE MADE OR USED BY MAN. THESE ITEMS INCLUDE, BUT ARE NOT LIMITED TO, STONE PROJECTILE POINTS (ARROWHEADS), CERAMIC SHERDS, BRICKS, WORKED WOOD, BONE AND STONE, METAL AND GLASS OBJECTS, AND HUMAN SKELETAL REMAINS.
2. TREE CLEARING ACTIVITIES SHALL NOT BE CONDUCTED FROM MAY 16 TO JULY 31 IN ANY GIVEN YEAR WHEN NEWBORN BATS ARE NURSING AND UNABLE TO FLY.

LEGEND

	EXISTING	PROPOSED
PROPERTY LINE & R/W		
BENEFICIARIES		
COUNTY LIMITS		
U.S. HIGHWAY	19	
STATE HIGHWAY	61	
WATER MAIN	8"W	8"W
SANITARY SEWER	8"SS	8"SS
FORCE MAIN	FM	
MANHOLE		
PUMP STATION	PS	PS
GPS BENCHMARK		

GSWCC LEVEL II CERTIFICATION NO. 0000000149
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NO.	DATE	BY	REVISION
3	04/13/2022	LCH	REVISED PER NRCS COMMENTS
2	02/01/2022	LCH	REVISED PER EPD, LDP, & EASEMENT COMMENTS

LUMPKIN COUNTY WATER AND SEWERAGE AUTHORITY

CHESTATEE INDUSTRIAL PARK 2021 WATER & SEWERAGE SYSTEM IMPROVEMENTS

PROJECT MAP

DESIGNED BY JDC	PEOPLES & QUIGLEY, INC. CONSULTING ENGINEERS 6059 BOYLSTON DRIVE, NE SANDY SPRINGS, GEORGIA 30328 TELEPHONE (404) 255–2650		SHEET 2 OF 26
DRAWN BY JCP			
CHECKED BY LCH			
APPROVED BY CDQ	SCALE AS SHOWN	DATE APRIL 30, 2021	DRAWING NO. 494–08A3–02

Attachment: LCWSA Project Map Exhibit (3507 : Request use of SPLOST or ARPA Funds for LCWSA System Improvements)

Lumpkin County, Georgia

Water & Sewerage Authority Department

Date: September 6, 2022

Agenda Item: LCWSA – Request for recommitment of County to Provide ARPA Matching Funds for WWTP

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

Facts & Historical Information: The Governor's Office of Planning and Budget is accepting applications for State Fiscal Recovery Funds as part of the America Rescue Plan Act. This is effectively the second round of a grant program that was initiated in 2021. LCWSA submitted an application for funding in the initial round, but it was not awarded.

LCWSA intends to submit an update of its 2021 application for grant funds to be used for the construction of a waste water treatment plant. The waste water treatment plant will support the phased buildout of the NGMC Lumpkin Hospital at HWY 400, as well as future economic development in the vicinity of the Gateway Corridor District in southern Lumpkin County.

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

Potential Courses Of Action:
1. LC BOC approves a recommitment of $3,000,000 in matching funds for LCWSA's 2022 application.
2. LC BOC elects not to commit matching funds to LCWSA's 2022 application.

Staff Recommendation: **Staff recommends COA #1.**