



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

August 20, 2024
6:00 PM

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

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

Charles Trammell)

12. 2024-067 Loan of Tractor for Display in the Administration Building Lobby (*Director of Operations Ashley Peck*)
13. 2024-068 Ninth District Opportunity Inc. Lease - Head Start Building (*Director of Operations Ashley Peck*)
14. 2024-069 CTC Technology & Energy Professional Consulting Contract Amendment 2 (*Assistant County Manager Rebecca Mincey*)
15. 2023-070 Mark Robinson Hauling, Inc. - Recycling & Transfer Station Lease Agreement Amendment #4 (*County Manager Alan Ours*)
16. 2024-071 Yahoola Creek Park Baseball/Softball Fields 5, 7, 8, 9, &10 Upgrades Scope Change - Gordian Contract (*Director of Operations Ashley Peck*)

- **OTHER ITEMS**

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

- **COUNTY MANAGER**

- **ASSISTANT COUNTY MANAGER & DEPARTMENT HEADS**

- **COMMISSIONERS**

- **PUBLIC COMMENTS**

- **ADJOURNMENT**



Lumpkin County, Georgia

Emergency Services

Date:

August 20, 2024

Agenda Item:

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

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:



Lumpkin County, Georgia

County Clerk

Date: August 20, 2024

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

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



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

July 2, 2024
4:00 PM

- **CALL TO ORDER**
- **MINUTES**
 1. Board of Commissioners - Work Session - June 4, 2024 4:00 PM
 2. Board of Commissioners - Work Session II - June 18, 2024 5:30 PM
 3. Board of Commissioners - Regular Meeting - June 18, 2024 6:00 PM
 4. Board of Commissioners - Special Called Work Session - June 20, 2024 9:00 AM
 5. Board of Commissioners - Special Called Work Session - June 25, 2024 9:00 AM
 6. Board of Commissioners - Public Hearing - June 18, 2024 5:15 PM
- **RESOLUTIONS**
 7. 2024-32 Resolution to Rescind the Environmental Health Body Art/Tattoo Fees
- **CONTRACTS/AGREEMENTS**
 8. 2024-059 Rural Fire Defense Cooperative Lease Agreement & MOU with GA Forestry Commission (*Fire Chief David Wimpy*)
 9. 2024-060 GDOT Maintenance Agreement for Flashing Sign (*Special Projects Manager Charles Trammell*)
 10. 2024-061 Gehl's Nacho Cheese Dispenser Lease Agreement (*Pinetree Recreation Center Manager Jared Ray*)
 11. 2024-062 Auraria Road Culvert Relining LMIG Contract Approval - Townley Construction (*Special Projects Manager Charles Trammell*)
 12. 2024-063 Lumpkin County Board of Health MOU (*County Clerk Melissa Witcher*)
- **OTHER ITEMS**
 13. Funding Projects from the 2026 SPLOST Program (*County Manager Alan Ours*)
 14. Emergency Services Professional Development Plan (Matrix) (*Emergency Services Director David Wimpy*)
- **COUNTY MANAGER**
- **COUNTY ATTORNEY**
- **COMMISSIONERS**
- **PUBLIC COMMENT (Agenda Specific)**
- **ADJOURNMENT**

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



July 2, 2024
4:00 PM

CALL TO ORDER

The meeting was called to order at 4:00 pm. Present were Chairman Chris Dockery and Commissioners Tucker Greene, Bobby Mayfield, Rhett Stringer, and Jeff Moran.

MINUTES

1. Board of Commissioners - Work Session - June 4, 2024 4:00 PM
2. Board of Commissioners - Work Session II - June 18, 2024 5:30 PM
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RESOLUTIONS

7. 2024-32 Resolution to Rescind the Environmental Health Body Art/Tattoo Rules & Regulations

The statewide body art regulations will apply to the new and existing body artists and studios beginning October 6, 2024.

CONTRACTS/AGREEMENTS

8. 2024-059 Rural Fire Defense Cooperative Lease Agreement & MOU with GA Forestry Commission (*Fire Chief David Wimpy*)

This is a Memorandum of Understanding between the Georgia Forestry Commission (GFC) and Lumpkin County to provide and receive Mutual Aid assistance. Including personnel and equipment.

9. 2024-060 GDOT Maintenance Agreement for Flashing Sign (*Special Projects Manager Charles Trammell*)

A pole-mounted warning sign flasher.

The Commissioners discussed how this flashing sign would mainly benefit citizens of the city because only the first 200 feet of Summit Drive is in the County. The rest of the neighborhood is in the city limits. Charles Trammell said if the BOC desires, we can draft a letter stating that maintaining this flashing sign would not be the County's responsibility.

10. 2024-061 Gehl's Nacho Cheese Dispenser Lease Agreement (*Pinetree Recreation Center Manager Jared Ray*)

The lease agreement with Gehl's would allow us to place a cheese dispenser in the Pinetree Recreation Center concession stand. The one-time lease fee of \$249 includes a 3-year service plan and free parts for the life of the dispenser.

11. 2024-062 Auraria Road Culvert Relining LMIG Contract Approval - Townley Construction (*Special Projects Manager Charles Trammell*)

Recommendation to award the contract for "Relining 120" Pipe" under Auraria Road with high-strength concrete, Project # 2024-004.

Mr. Trammell said they figured out a way to do this work without shutting the road down, and it will take about three weeks to complete. Chairman Dockery lauded Mr. Trammell for his work on making this project possible without shutting down an important road.

12. 2024-063 Lumpkin County Board of Health MOU (*County Clerk Melissa Witcher*)

Consideration of the Lumpkin County Board of Health MOU to provide services to the Lumpkin County Sheriff's Office and Lumpkin County's Human Resources Department.

OTHER ITEMS

13. Funding Projects from the 2026 SPLOST Program (County Manager Alan Ours)

Consideration of funding projects from the 2026 SPLOST program

14. Emergency Services Professional Development Plan (Matrix) (Emergency Services Director David Wimpy)

Employee Matrix for advancement within Emergency Services.

COUNTY MANAGER

County Manager Alan Ours gave an update on the meeting with the Yahoola Creek Reservoir Committee, which was held earlier today. They discussed the ~9 acres owned by the County at the intersection of Rock House Road and Highway 52 East, and how it might be a suitable location for a parking lot, pavilion, restrooms, and a trailhead to connect to the existing trails. After he meets with surveyor John Gaston and Assistant County Manager Rebecca Mincey, Mr. Ours said a more finalized plan will be sent to the committee for review before it is presented to the Board of Commissioners.

Chairman Dockery said the committee had discussed how there is nothing currently in Lumpkin County to honor the Cherokee heritage, and they said this might be a good opportunity to remedy that. They agreed it might be a good idea to work with the Eastern Band of Cherokee to find a way to honor the Cherokee's historical presence in Lumpkin County.

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Mayfield commended our Parks & Recreation programs, which have experienced greatly increased enrollment. He also said Pinetree Recreation Center has been busy every day, and he hopes it will keep up. He wished everyone a happy 4th of July.

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

The meeting was adjourned at 4:15 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

County Clerk

Date: August 20, 2024

Agenda Item: Board of Commissioners - Work Session II - July 16, 2024 5:30 PM

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



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

July 16, 2024
5:30 PM

- **CALL TO ORDER**
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 12. 2024-064 ATS Waypoint HVAC Controller and Software Upgrade at Justice Center (*Director of Operations Ashley Peck*)
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- **OTHER ITEMS**
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- **PUBLIC COMMENT (Agenda Specific)**
- **ADJOURNMENT**

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



July 16, 2024
5:30 PM

CALL TO ORDER

The meeting was called to order at 5:31 pm. Present were Chairman Chris Dockery and Commissioners Tucker Greene, Bobby Mayfield, Rhett Stringer, and Jeff Moran.

CONSIDERATION OF MINUTES

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RESOLUTIONS

7. 2024-32 Resolution to Rescind the Environmental Health Body Art/Tattoo Rules & Regulations

The statewide body art regulations will apply to the new and existing body artists and studios beginning October 6, 2024.

CONTRACTS/AGREEMENTS

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This is a Memorandum of Understanding between Georgia Forestry Commission (GFC) and Lumpkin County to provide and receive Mutual Aid assistance. To include personnel and equipment.

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The lease agreement with Gehl's would allow us to place a cheese dispenser in the Pinetree Recreation Center concession stand. The one-time lease fee of \$249 includes a 3-year service plan and free parts for the life of the dispenser.

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Recommendation to award the contract for "Relining 120" Pipe" under Auraria Road with high-strength concrete, Project # 2024-004.

11. 2024-063 Lumpkin County Board of Health MOU (*County Clerk Melissa Witcher*)

Consideration of the Lumpkin County Board of Health MOU to provide services to the Lumpkin County Sheriff's Office and Lumpkin County's Human Resources Department.

12. 2024-064 ATS Waypoint HVAC Controller and Software Upgrade at Justice Center (*Director of Operations Ashley Peck*)

13. 2024-065 National Opioids Kroger Settlement MOU (*County Clerk Melissa Witcher*)

OTHER ITEMS

14. Funding Projects from the 2026 SPLOST Program (*County Manager Alan Ours*)

Consideration of funding projects from the 2026 SPLOST program

15. Emergency Services Professional Development Plan (Matrix) (*Emergency Services Director David Wimpy*)

Employee Matrix for advancement with in Emergency Services.

Work Session II
July 16, 2024

COUNTY MANAGER

COUNTY ATTORNEY

The County Attorney was absent.

COMMISSIONERS

Commissioner Greene asked for Jared Ray to give an update on Pinetree Recreation Center and how it has been going. Mr. Ray said it has been great so far; they have had to experience a bit of a learning curve with a few issues, but overall, they are seeing many guests, both locals and visitors from other counties. They also just hosted their first swim meet of the season and the swim team is pumped up to finally have a facility of their own.

PUBLIC COMMENT (Agenda Specific)

Dan Anglin addressed the Commissioners and explained he and his neighbors would like to understand more about the County Land Use Code and how it affects development coming into Lumpkin County. Specifically, he said he is interested in learning more about lot sizes and how to influence builders to make higher-quality developments. Chairman Dockery said the best place to start would be to get with Rebecca Mincey, the Assistant County Manager who is also in charge of the Planning Department. She and her staff could explain the regulations better than anyone else. Chairman Dockery also said that if a particular neighborhood is interested in having more strict regulations, they could create an HOA and file it with the Georgia Secretary of State's office.

ADJOURNMENT

The meeting was adjourned at 5:45 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

County Clerk

Date: August 20, 2024

Agenda Item: Board of Commissioners - Regular Meeting - July 16, 2024 6:00 PM

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



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

July 16, 2024
6:00 PM

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- **RESOLUTIONS**
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- **REPORTS**

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- **OTHER ITEMS**
 - 14. Funding Projects from the 2026 SPLOST Program (*County Manager Alan Ours*)
 - 15. Emergency Services Professional Development Plan (Matrix) (*Emergency Services Director David Wimpy*)
- **COUNTY MANAGER**
- **COUNTY ATTORNEY**
- **COMMISSIONERS**
- **PUBLIC COMMENTS**
- **EXECUTIVE SESSION - Potential Litigation**
- **ADJOURNMENT**

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



July 16, 2024
6:00 PM

CALL TO ORDER

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

INVOCATION

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

CONSIDERATION OF AGENDA

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

PUBLIC COMMENTS (Agenda Specific)

CONSIDERATION OF MINUTES

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4. Board of Commissioners - Regular Meeting - June 18, 2024 6:00 PM
5. Board of Commissioners - Special Called Work Session - June 20, 2024 9:00 AM
6. Board of Commissioners - Special Called Work Session - June 25, 2024 9:00 AM

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

RESOLUTIONS

7. 2024-32 Resolution to Rescind the Environmental Health Body Art/Tattoo Rules & Regulations

The statewide body art regulations will apply to the new and existing body artists and studios beginning October 6, 2024.

REPORTS

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

ELECTED OFFICIALS

Sheriff Jarrard reminded everyone of Lumpkin Family Connection's upcoming event, Stuff the Bus, which will be Friday through Sunday at Walmart. You can purchase school supplies for children in need.

CONTRACTS/AGREEMENTS

8. 2024-059 Rural Fire Defense Cooperative Lease Agreement & MOU with GA Forestry Commission (Fire Chief David Wimpy)

This is a Memorandum of Understanding between Georgia Forestry Commission (GFC) and Lumpkin County to provide and receive Mutual Aid assistance. To include personnel and equipment.

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

Regular Meeting
July 16, 2024

9. 2024-061 Gehl's Nacho Cheese Dispenser Lease Agreement (Pinetree Recreation Center Manager Jared Ray)

The lease agreement with Gehl's would allow us to place a cheese dispenser in the Pinetree Recreation Center concession stand. The one-time lease fee of \$249 includes a 3-year service plan and free parts for the life of the dispenser.

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

10. 2024-062 Auraria Road Culvert Relining LMIG Contract Approval - Townley Construction (Special Projects Manager Charles Trammell)

Recommendation to award the contract for "Relining 120" Pipe" under Auraria Road with high-strength concrete, Project # 2024-004.

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

11. 2024-063 Lumpkin County Board of Health MOU (County Clerk Melissa Witcher)

Consideration of the Lumpkin County Board of Health MOU to provide services to the Lumpkin County Sheriff's Office and Lumpkin County's Human Resources Department.

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

12. 2024-064 ATS Waypoint HVAC Controller and Software Upgrade at Justice Center (Director of Operations Ashley Peck)

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

13. 2024-065 National Opioids Kroger Settlement MOU (County Clerk Melissa Witcher)

Participation in the National Opioids Kroger Settlement.

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

OTHER ITEMS

14. Funding Projects from the 2026 SPLOST Program (County Manager Alan Ours)

Consideration of funding projects from the 2026 SPLOST program

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

15. Emergency Services Professional Development Plan (Matrix) (Emergency Services Director David Wimpy)

Employee Matrix for advancement within Emergency Services.

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

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENTS

EXECUTIVE SESSION - Potential Litigation

Motion: Commissioner Mayfield moved to enter executive session at 6:10 pm, and he was seconded by Commissioner Greene. The motion was approved unanimously.

Regular Meeting

July 16, 2024

2

Motion: Commissioner Greene moved to exit executive session and re-enter regular session at 7:37 pm. Commissioner Mayfield seconded the motion, which was approved unanimously.

There were no announcements from executive session.

ADJOURNMENT

Motion: Commissioner Mayfield moved to adjourn the meeting and was seconded by Commissioner Greene. The motion was approved unanimously, and the meeting was adjourned at 7:38 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

County Clerk

Date:

August 20, 2024

Agenda Item:

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

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:



LUMPKIN COUNTY
Board of Commissioners
Special Called Work Session Agenda
Executive Conference Room
99 Courthouse Hill
Dahlonega, GA 30533

July 19, 2024
1:00 PM

- **Call to Order**
- **Discuss 2025 Budget**
- **Adjournment**

LUMPKIN COUNTY
Board of Commissioners
Special Called Work Session Minutes
Executive Conference Room
99 Courthouse Hill
Dahlonega, GA 30533



July 19, 2024
1:00 PM

Call to Order

The meeting was called to order at 1:05 pm. Present were Chairman Chris Dockery and Commissioners Tucker Greene, Bobby Mayfield, Rhett Stringer, and Jeff Moran.

Discuss 2025 Budget

Finance Director Abby Branan received the digest late last Thursday. She gave two scenarios to the Commissioners and each one shows how much would need to be taken from the unassigned fund balance to balance the budget. There is \$9,500,000 in the unassigned fund balance and the recommended range is 15-25%. We are over in the percentage of unassigned fund balance. Commissioner Stringer suggested going back through the requests to see how much they could fund with the excess balance. Ms. Branan explained everything that was requested from the library was already included in the proposed budget. The Commissioners added the additional personnel at Fire/EMS and 9 requested positions at the Sheriff's Department. There was discussion on how comfortable everyone was with using the unassigned fund balance to balance the budget and cover the additional requests from Fire/EMS and the Sheriff's Office. Chairman Dockery pointed out they are increasing services, using fund balance to balance the budget, and keeping the millage rate the same. The unassigned fund balance will be within the recommended amount of 22.12%.

Adjournment

The meeting was adjourned at 2:03 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

Board of Commissioners

Date: August 20, 2024

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

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2024 – 33

A RESOLUTION TO PROVIDE FOR THE APPOINTMENT OF MEMBERS TO THE
JOINT DEVELOPMENT AUTHORITY
OF
DAWSON, LUMPKIN AND WHITE COUNTIES

Whereas, Seat 1 of the Joint Development Authority of Dawson, Lumpkin and White Counties is vacant due to the prior member’s resignation; and

Whereas, Seat 2 of the Joint Development Authority of Dawson, Lumpkin and White Counties is vacant due to the prior member moving out of the county; and

Whereas, Seat 3 of the Joint Development Authority of Dawson, Lumpkin and White Counties is vacant due to the prior member’s resignation; and

Whereas, Seat 4 of the Joint Development Authority of Dawson, Lumpkin and White Counties has been vacant since the term expiration of the prior member serving in Seat 4; and

Whereas, the Board of Commissioners of Lumpkin County desires to appoint members to serve as Lumpkin County members of the Board of Directors of the Joint Development Authority of Dawson, Lumpkin and White Counties to fill the vacant seats for the remainder of the unexpired terms;

Now therefore, it is hereby resolved that the following persons are appointed to the Board of Directors of the Joint Development Authority of Dawson, Lumpkin and White Counties for the seats and terms provided below:

Name:	Seat Number:	Term Expiration:
Robb Nichols	Seat 1	December 31, 2026
Henry Davis	Seat 2	December 31, 2024
Charles Jones	Seat 3	December 31, 2026
Mac McConnell	Seat 4	December 31, 2024

Resolved, adopted and effective this 20th day of August, 2024.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners

Date: August 20, 2024

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

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2024 – 34

**A RESOLUTION TO APPOINT A MEMBER OF THE
LUMPKIN COUNTY BOARD OF ELECTIONS AND REGISTRATION**

Whereas, the legislation creating the Board of Elections and Registration of Lumpkin County provides that the fifth member of the Board of Elections and Registrations shall be appointed by the governing authority of the county and said member shall serve as the county registrar and elections supervisor; and

Whereas, Seat Five has historically been filled by the Elections Manager, and said seat is currently vacant due to the resignation of the prior Elections Manager; and

Whereas, the Lumpkin County Board of Commissioners desires to appoint the current Elections Manager to serve in Seat Five for the remainder of the unexpired term ending December 31, 2026;

Now therefore, it is hereby resolved that:

Brittani Conner is appointed to **Seat Five** of the Lumpkin County Board of Elections and Registration for the remainder of an unexpired term ending December 31, 2026;

Resolved, adopted and effective this 20th day of August, 2024.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners

Date:

August 20, 2024

Agenda Item:

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

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:

**LUMPKIN COUNTY RESOLUTION NO. 2024-35
A RESOLUTION TO APPOINT A MEMBER
TO THE
LUMPKIN COUNTY PLANNING COMMISSION**

Whereas, the Lumpkin County Board of Commissioners desires to appoint a member to the Lumpkin County Planning Commission to serve in Seat 5 for a new term beginning August 28, 2024, and expiring August 27, 2028;

Now therefore, it is hereby resolved that the following individual is appointed to the Lumpkin County Planning Commission for the seat and term provided below:

<u>Name</u>	<u>Seat</u>	<u>Term</u>
Trevor Eudy	5	August 28, 2024 to August 27, 2028

Resolved, adopted and effective this 20th day of August, 2024.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Finance

Date:	August 20, 2024
Agenda Item:	2024-36 August Surplus Property (<i>Finance Director Abby Branan</i>)
Item Description:	Consideration of list of County inventory items to be declared surplus.
Facts & Historical Information:	The item(s) on the attached sheet are no longer used or needed by County departments and need to be declared surplus to legally be removed from the County's asset listing and disposed of via sale or disposal at the Transfer Station. Historically, items have been sold via GovDeals, an online auction site. Each County Department or Constitutional Officer has the opportunity to review the items to see if their respective department/office has use of any item prior to placement on the surplus list and subsequent presentation to the Board of Commissioners.
Potential Courses Of Action:	A) Approve surplus list items for sale. Any unsold items will be disposed of in accordance with O.C.G.A. B) Keep the items in County inventory.
Budget Impact:	Selling the items would generate additional unbudgeted revenue for the county. Keeping the unused items will not generate revenue and will result in staff continuing to store the items with no potential future use.
Staff Recommendation:	The recommendation of staff is surplus the items listed and deposit any revenue from the sale to the General Fund.

LUMPKIN COUNTY RESOLUTION NO. 2024 –36

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

Whereas, the Lumpkin County Board of Commissioners has determined that certain items of personal property, being more particularly set out and identified on the Surplus Request List Dated 07/31/24 attached hereto as Exhibit “A”, which is incorporated herein by reference and made a part hereof, are no longer used or needed for County purposes;

Now therefore, it is hereby resolved that said property identified on the Surplus Request List Dated 07/31/2024 attached hereto as Exhibit “A” is declared surplus; and

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

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

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

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

Resolved, adopted and effective this 20th of August, 2024.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

SURPLUS REQUEST LIST DATED July 31, 2024

Dept.	Description	Comments	ID#	VIN OR SERIAL NUMBER
55200	Garland Commercial Electric Stove with Double Oven	Good working condition but do not cook food at Senior Center		Inventory #374200003369
55200	Warming Table with 4 Warmers	Good working condition; Senior Center has 2 and rarely uses 1		Inventory #374200003378
35000	8 FT. ALUMINUM CAMPER SHELL	REMOVED FROM FIRE DEPT TRUCK WHEN TRANSFERRED TO ROAD AS BLOWER VEHICLE RECOMMEND DISPOSAL BY GOV DEALS	N/A	N/A
49000	MARTIN INDUSTRY TIRE INFLATION CAGE	EQUIPMENT IS OBSOLETE, DESIGNED FOR TIRE RIMS NO LONGER LEGAL FOR HIGHWAYUSE BY DOT STANDARDS RECOMMEND DISPOSAL BY GOV DEALS	N/A	MW-60-4WAY
49000	HYSTER ELECTRIC FORKLIFT	CURRNTENTLY AT FLEET. CAME FROM AVIDA BLDG. NOT USED IN 7-10 YEARS. HAS BEEN EVALUATE BATTERY IS SHORTED. COST OF BATTERY EXCEEDS VALUE OF FORKLIFT RECOMMEND DISPOSAL BY GOV DEALS	0304	C114V0304JJ
42000	WACKER NEUSON MDL RSTC2 COMPACTION ROLLER	CURRENTLY IN ROAD DEPT. UNIT DOES NOT OPERATE, STEERING CONTROL DOES NOT FUNCTION . REPAIR PARTS ARE OBSOLETE. RECOMMEND DISPOSAL BY OV DEALS	4129	20034129
33210	6FT X 12FT HOME MADE TRAILER	CURRENTLY AT FLEET. SIEZURE ITEM FROM S/O TRAILER IS IN POOR CONDITION, BENT FRAME. NOT ROADWORTHY. WE CAN NOT USE RECOMMEND DISPOSAL BY GOV DEALS	N/A	N/A
42000	PALADIN SWEEPSTER BROOM MDL# 22084MMK-0022	CURRENTLY IN ROAD DEPT. UNUSED FOR 7 YEARS THIS UNIT WAS REPLACED BY CURRENT UNIT IN USE. NOT NEEDED. RECOMMEND DISPOSAL BY GOV DEALS	1026	1121026
10073	GENERAC 70KW GENERATOR MDL# QT07068KNSNA	CURRENTLY AT FLEET. UNIT TURNED IN BY WATER AUTH. ADVISED INOPERABLE. ADVISED CONTROL BOARD BAD, NO PARTS AVAILABLE RECOMMEND DISPOSAL BY GOV DEALS	N/A	5041835
35000	MIL. SURP. 10KW GENERATOR #1 FERMONT MEP-803A	CURRENTLY AT FLEET. UNIT IS INOPERABLE OLD MILITARY UNITS. ALL PARTS HAVE BEEN DISCONTINUED. UNABLE TO SOURCE RECOMMEND DISPOSAL BY GOV DEALS	6885	FZ-36885
35000	MIL.SURP. 10KW GENERATOR #2 FERMONT MEP -803A	CURRENTLY AT FLEET. UNIT IS INOPERABLE OLD MILITARY UNITS. ALL PARTS HAVE BEEN DISCONTINUED. UNABLE TO SOURCE RECOMMEND DISPOSAL BY GOV DEALS	N/A	FZ-30139
35000	MIL.SURP. 10KW GENERATOR #3 FERMONT MEP -803A	CURRENTLY AT FLEET. UNIT IS INOPERABLE OLD MILITARY UNITS. ALL PARTS HAVE BEEN DISCONTINUED. UNABLE TO SOURCE RECOMMEND DISPOSAL BY GOV DEALS	N/A	FZ-32492
15650	SENTRY PRO 9KW GENERATOR	CURRENTLY AT FLEET. TURNED BY PUBLIC BLDG'S UNIT HAS BEEN UNUSED FOR SEVERAL YEARS. INOPERABLE WHEN REPLACED. RECOMMEND DISPOSAL BY GOV DEALS	N/A	N/A
42000	3/4 YARD EXCAVATOR BUCKET FROM 320 CATERPILAR	CURRENTLY AT FLEET. IN NEED OF MAJOR REBUILD REBUILD COST MORE THAN COST OF NEW BUCKET REPLACEMENT BUCKET PURCHASED RECOMMEND DISPOSAL BY GOV DEALS WITH SCRAP METAL VALUE AS RESERVE	N/A	402-15614-1



Lumpkin County, Georgia

Pinetree Recreation Center

Date:	August 20, 2024
Agenda Item:	2024-39 Update the Lumpkin County Fee Schedule - Reduce Water Park Admission Fee (<i>Assistant County Manager Rebecca Mincey</i>)
Item Description:	Proposed reduction of admission fee to the Pinetree Recreation Center water park on days when portions of the water park are closed to the public.
Facts & Historical Information:	Staff is suggesting on the days when portions of the Pinetree Recreation Center water park are closed to the public, the admissions fee for all patrons wishing to access the open areas of the water park be reduced to a discounted rate of \$5.00 per person.
Potential Courses Of Action:	A. Approve the Resolution as presented. B. Approve the Resolution with changes. C. Not approve the Resolution and provide a different course of action. D. Not approve the Resolution and do not provide a difference course of action.
Budget Impact:	
Staff Recommendation:	Course of action A, approve the Resolution as presented.

LUMPKIN COUNTY RESOLUTION NO. 2024-39

**A RESOLUTION TO UPDATE THE LUMPKIN COUNTY FEE SCHEDULE
TO INCLUDE A REDUCED ADMISSION FEE FOR THE LUMPKIN COUNTY
PINETREE RECREATION CENTER WATER PARK DURING TIMES OF LIMITED
OPERATION**

Whereas, the Lumpkin County Fee Schedule is contained in Chapter 18 of the Code of Ordinances of Lumpkin County; and

Whereas, the Lumpkin County Board of Commissioners recognizes that there may be times when portions of the Pinetree Recreation Center water park may be closed to the public due to maintenance or staffing limitations; and

Whereas, the Board of Commissioners desires to approve a reduced admission fee on the days when portions of the Pinetree Recreation Center water park are closed to the public;

Now therefore, it is hereby resolved that on days when portions of the Pinetree Recreation Center water park are closed to the public, the admission fee for patrons wishing to access the open areas of the water park shall be \$5.00 per person;

It is further resolved that the Waterpark Gate Fees set forth in the fee schedule for Chapter 34 – Parks and Recreation included in Chapter 18 of the Code of Ordinances of Lumpkin County - Fees and Other Charges shall be amended to include the approved admission fee in the schedule of Water Park Gate Fees to be listed as follows:

Limited Access Admission\$5.00

Resolved, adopted and effective this 20th day of August, 2024.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Public Works

Date:	August 20, 2024
Agenda Item:	2024-066 2024 LMIG Contract Amendment - Colditz Trucking (<i>Special Projects Manager Charles Trammell</i>)
Item Description:	An amendment to add 5 county roads to our existing LMIG contract.
Facts & Historical Information:	Lumpkin County entered into a contract with Colditz Trucking Inc on February 20, 2024 for the resurfacing of several county roads subsequent to a bid opening where they were the low bidder. The original contract is complete, but Colditz Trucking has agreed to add the attached 5 roads to the contract at the same bid price as bid in February of this year. According to staff estimates for paving in our next letting, this amendment will save the county in excess of \$100,000.00 on these 5 roads and will allow us to go ahead and get them done this year.
Potential Courses Of Action:	A) Approve this Amendment Agreement B) Do not approve and bid them out next year.
Budget Impact:	LAR money received from GDOT \$821,000.00 will be used to pay for this with the total estimated cost being \$869,000.03. The additional cost, if any, will be paid from TSPLOST.
Staff Recommendation:	Course of Action A.

**AMENDMENT NO. 2 TO
CONTRACT
FOR
ASPHALT LEVELING AND RESURFACING OF VARIOUS COUNTY ROADS
LMIG PROJECT 2024-001**

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

Whereas, Contractor entered into a contract with Lumpkin County on February 20, 2024, for the leveling and resurfacing of certain county roads; and

Whereas, Lumpkin County and Contractor has agreed to add additional roads to said Contract;

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

In addition to the work described in said Contract, Contractor shall perform leveling and resurfacing with asphalt concrete of the following county roads:

Road Name	Start	End	Width (ft)	Length (Mi.)
Auraria Road	MP 6.6	MP 6.6	24	0.002
Copper Mine Road	Chestatee River Bridge	Cavender Creek Road	22	1.30
Orchard Hill Road	SR 9	End	12	0.40
Wards Creek Road	SR 9	End of County Maintained Rd	18	1.20
Ridley Road	SR 9	Yahoola Road	20	2.35

Contractor shall be paid for the additional work performed under this Amendment on the same unit price basis as set forth in the Contract, including traffic control in the lump sum amount of \$62,674.00.

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

This amendment is made and entered into this 20th day of August, 2024.

Lumpkin County:

Contractor:

Colditz Trucking, Inc.

By:

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Bill Donaldson, President

Attest:

[Corporate Seal]

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Public Buildings

Date:	August 20, 2024
Agenda Item:	2024-067 Loan of Tractor for Display in the Administration Building Lobby (<i>Director of Operations Ashley Peck</i>)
Item Description:	Loan of Tractor for Display in the Administration Building Lobby
Facts & Historical Information:	In 2021 the Board of Commissioners accepted a loan from Mr. Jeff Underwood to display his antique tractor in the lobby of the Administration Building. Mr. Underwood has requested that the original loaned tractor, a 1938 John Deere, be replaced with a 1958 Ford 861 Powermaster. Mr. Underwood still maintains ownership of the tractor and does maintain insurance on the 1958 Ford Tractor. There is no cost to the County for this loan. The required questionnaire is attached for reference.
Potential Courses Of Action:	A. Accept the loan of the 1958 Ford 861 Powermaster Tractor. B. Do not accept the loan of the 1958 Ford 861 Powermaster Tractor.
Budget Impact:	There will be no impact to the budget.
Staff Recommendation:	Accept the loan of the 1958 Ford Tractor from Mr. Underwood.

DONATION ASSESSMENT QUESTIONNAIRE

[Note: For the purposes of this questionnaire, the term "Donation" also refers to Loans]

Lumpkin County Department / Authority / Agency / Commission (the "Recipient"):

Recipient Contact Person and phone number:

Date: **07/01/2024**

1. Name and Address of Donor/Lender:
Jeff Underwood 446 Parks Drive, Dahlonega, GA
2. Types of donation (check all that apply):
☐ Goods ☐ Services ☒ Loan* ☐ Cash/Check ☐ Other
*Describe length of loan: **approximately 1 year**
3. Describe the goods/service/item to be donated/loaned to Lumpkin County and its purpose: (If applicable, include an image, drawing, or other description of the item to be donated).
1958 Ford 861 Powermaster Tractor
4. What is the estimated value of the donation?
\$16,000
5. What conditions are being placed on the donation by the donor, if any?
None
6. Is it intended that the donation be perpetual in nature (for example, a monument that is not removable)? **No**
7. Describe how the acceptance of this donation will benefit or support the mission, goals, operations, and service delivery of the recipient, other Lumpkin County Departments, or the Lumpkin County community:
8. How will the acceptance of this donation affect the recipient's plans or any plans of other Lumpkin County Departments?
No
9. How will the acceptance of this donation impact the recipient's operating or capital budget, or the Lumpkin County Budget, now and in the future?
No impact
10. Will the donor retain any rights to the donation? If yes, explain.
Yes, loan only

11. What type of agreement will be needed between Lumpkin County and the donor? (Attach applicable Standard Agreement attachments.)
- ☐ Standard Donations Agreement without special conditions
 - ☐ Standard Donations Agreement with special conditions*
 - ☒ Standard Loan Agreement without special conditions
 - ☐ Standard Loan Agreement with special conditions*
 - ☐ Other agreement or contract unique to this donation*
 - *Explain in #12
12. Recipient's recommendation:
- ☒ Accept donation as described
 - ☐ Accept donation with modification or special conditions*
 - ☐ Decline donation*
 - *Explain in #12
13. Include any other information that the County Manager, or designee, will need to review this donation offer.

ATTACHMENT A

LOAN DESCRIPTION

List and Description of item(s) being loaned by Lender to Lumpkin County:

1. 1958 Ford 861 Powermaster Tractor

ATTACHMENT B
SPECIAL CONDITIONS

(Detail of special conditions applicable to this Loan Agreement, if none, state "No Special Conditions")

1. No Special Conditions

Lumpkin County Board of Commissioners

STANDARD LOAN AGREEMENT

This Agreement entered into this 20th day of August 20 24 by and between Lumpkin County, Georgia (hereinafter referred to as "LC") and Jeff Underwood (hereinafter referred to as "Lender"). In consideration of the mutual promises and benefits contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. DESCRIPTION OF LOANED ITEM(S)

This document forms the master Agreement between Lender and LC for the loan to LC by Lender of the loaned item(s) as described in *Attachment A, Loan Description*, attached hereto and incorporated herein by reference.

II. GENERAL CONDITIONS

The donation of the above-described goods, services, or funds is accepted under the following conditions:

A. INSURANCE

1. LC shall not be liable for any damage to the loaned item(s) and LC shall not provide any insurance coverage on the loaned item(s), unless specifically provided for below as a SPECIAL CONDITION of this Agreement (see Item III, SPECIAL CONDITIONS).
2. Unless otherwise agreed upon below as a SPECIAL CONDITION of this Agreement, the Lender will be solely responsible for all damages and/or losses which might occur to the loaned item(s). The insuring company must furnish a certificate naming Lumpkin County, Georgia as an additional insured or issue a waiver of subrogation against LC for the duration of the loan period. Any failure of the Lender to provide and retain the agreed upon insurance coverage constitute a complete release of LC from any liability for damage to or loss of the property place on loan.

B. CARE AND PRESERVATION

1. LC will exercise the same reasonable care and maintenance of the loaned item(s) as it does for comparable items owned by LC.
2. Evidence of damage at the time of receipt or while in LC's custody will be promptly reported in writing to the Lender.
3. LC will not perform any repairs or restoration unless otherwise specified below as a SPECIAL CONDITION of this Agreement.
4. The Lender certifies that the loaned item(s) is(are) in good condition and able to withstand the ordinary strains of packing, shipping, and intended use.
5. The cost of the handling, packing, and transportation of the loaned item(s) for receipt by LC shall be borne by the Lender unless otherwise specified below as a SPECIAL CONDITION of this Agreement.

C. REPRODUCTION AND CREDIT

1. Unless otherwise notified in writing by the Lender, LC may photograph, or reproduce images by other conventional means, this loaned item(s) for educational, publication, and/or publicity purposes.
2. At the Lender's request, any and all use of the loaned item(s) will be credited as the property of the Lender.

D. OWNERSHIP

1. The Lender warrants full title as the sole owner of the loaned item(s) listed on this Agreement or as the legal representative of the owner(s).
2. It is the responsibility of the Lender to give prompt notice in writing to LC if there is a change in ownership of the loaned item(s) or if there is a change in the identity or address of the Lender.

E. RETURN OF LOANED ITEM(S)

1. Unless otherwise notified by the Lender in writing, LC will release the loaned item(s) only to the Lender or their legal representative.
2. Unless otherwise agreed upon by the parties hereto in writing, the loan will terminate on the date specified in this Agreement. Beginning Date: 08/20/2024, Ending Date: 08/20/2025.
3. Costs of handling, packing, and transportation of the loaned item(s) to be returned shall be borne by the Lender unless otherwise specified below as a SPECIAL CONDITION of this Agreement. The methods used to return the loaned item(s) and other packing and shipping arrangements shall be mutually agreed upon in writing by both parties hereto.
4. If LC's effort to return the loaned item(s) is unsuccessful, then at the end of five (5) years following the expiration date of this Agreement, LC reserves the right to treat the loaned item as an unrestricted gift to LC and to claim title.

F. NOTICES

1. Communications and all notices required by this Agreement shall be sent to the following contract representatives for each party by certified/return receipt requested mail. A return receipt showing delivery to the address listed below shall be deemed sufficient notice to satisfy the notice requirements of this Agreement.

LENDER:

Jeff Underwood 446 Parks Drive, Dahlonega, GA 30533

LC: County Manager, 99 Courthouse Hill, Suite H, Dahlonega Georgia, 30533,
with a copy to
Ashley Peck Director of Operations (same address).

2. Any change of address for the receipt of notice must be sent by the party entitled to receive notice in writing by certified/return receipt requested mail to the party required to send notices.

G. CHOICE OF LAW AND VENUE

The parties agree that the validity, interpretation of all rights, and all obligations hereto shall be governed, controlled, and defined by the laws of the State of Georgia, and that venue for any action arising out of this Agreement shall be Lumpkin County, Georgia.

H. NO AGENCY OR PARTNERSHIP

Nothing herein nor any actions of the parties hereto or their agents or employees shall create any agency relationship, partnership, or joint venture between the Lender and LC.

I. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement among and between the parties. No amendment or modification of this Agreement shall be binding unless both parties have agreed to said modification in writing.

J. TERMINATION

Either party may terminate this Agreement at any time giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effect date of such termination. Such notices shall be provided as set forth above in Section II, Paragraph F. Upon termination of this Agreement, the loaned item(s) will be returned to Lender, as set forth above in Section II, Paragraph E.

III. SPECIAL CONDITIONS

The Special Conditions set forth the details of the loan that have been agreed upon between both parties due to unique, unusual, or rare circumstances or conditions that are applicable to this Loan Agreement. See *Attachment B, Special Conditions*, attached hereto and incorporated herein by reference.

THE PARTIES HERETO hereby certify that they have full power and authority to enter into this Agreement.

1N WITNESS WHEREOF, the parties hereto have executed this Agreement and set their seals as of the date first written above.

[signature page follows]

DONOR

LUMPKIN COUNTY

For an Individual LENDER:

Signature of Individual

By: _____
Chris Dockery, Chairman

Notary Public

Attest: _____
Clerk of Commission

Date

NOTARY SEAL

For a Corporate LENDER:

Name of Corporation

By: _____
Chief Executive Officer

Attest: _____
Corporate Secretary

Date

CORPORATE SEAL

RETURN OF LOANED ITEM(S) IS HEREBY ACKNOWLEDGED:

Signature of Lender

Date: _____

ATTACHMENT A

LOAN DESCRIPTION

List and Description of item(s) being loaned by Lender to Lumpkin County:

1.

1958 Ford 861 Powermaster Tractor

ATTACHMENT B
SPECIAL CONDITIONS

(Detail of special conditions applicable to this Loan Agreement, if none, state "No Special Conditions")

1. No Special Conditions



Lumpkin County, Georgia

Public Buildings

Date:	August 20, 2024
Agenda Item:	2024-068 Ninth District Opportunity Inc. Lease - Head Start Building (<i>Director of Operations Ashley Peck</i>)
Item Description:	Recommendation regarding the approval of the lease renewal with Ninth District Opportunity, Inc. (NDO) to operate the Lumpkin County Head Start Program in a county facility
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, 2024 through September 30, 2025.
Potential Courses Of Action:	A. Renew the lease with Ninth District Opportunity, Inc. to operate the Lumpkin County Head Start Program in a county facility. B. Do not renew the lease with Ninth District Opportunity, Inc. to operate the Lumpkin County Head Start Program in a county facility. C. Request modifications be made to the lease with Ninth District Opportunity prior to approval.
Budget Impact:	There is no impact to the budget.
Staff Recommendation:	Approve the lease renewal with Ninth District Opportunity, Inc. to operate the Lumpkin County Head Start Program in a county facility.

**NINTH DISTRICT OPPORTUNITY, INC.
GAINESVILLE, GEORGIA**

This agreement, entered into this 1st day of September, 2024, by and between **Lumpkin County, Georgia** hereinafter referred to as "the county", and **Ninth District Opportunity, Inc.** (Grantee and operator of the Lumpkin County Head Start Program), hereinafter referred to as "NDO", shall be considered a contract for use of a building located on Mechanicsville Road in Lumpkin County, Georgia from October 1, 2024 through September 30, 2025.

The parties agree as follows:

1. NDO will occupy the above described building for operating, at its expense, the Lumpkin County Head Start Program for approximately ninety-one children under a grant received from the Department of Health and Human Services, Administration for Children and Families. Operations are inclusive of furnishings and supplies needed to implement program activities.

2. The use of space provided to NDO by the county (rent-free) shall be considered an In-Kind contribution, as the former is a private non-profit corporation and is required by law to match twenty percent (20%) of its federal funding with In-Kind or cash contributions. This In-Kind contribution shall be valued at \$208,779 (13,298 sq. ft. @ \$15.70 per sq. ft.) annually (\$17,398.25 per month).

3. NDO will have access to the above described building for as long as it operates the Lumpkin County Head Start Program. It is understood that operation of the Head Start Program is contingent upon federal funding. Should funding not be available, NDO will provide the county with thirty-day (30) written notice.

In the event that the Head Start Program is not funded by the Federal Government, the county and NDO will cooperate to assure that the above described building is used for a similar Child Development Program or other use which will be of equal benefit to low and moderate income persons.

4. NDO shall be responsible for the cost of all repairs necessitated by the use of said property, exclusive of roof, structure, and exterior building repairs.

5. NDO will not make or permit to be made any alterations or deletions to the premises, nor sublet the whole or any part of the premises without the county's written consent.

6. The Agency will indemnify and save harmless the Contractor from any and every claim or demand of every kind or character which may ever be asserted by reason of any injuries, illnesses, or diseases, or the effects or consequences thereof, or damage to property or persons, which may arise due to the actions of the Agency, its agents, servants or employees, on or off the premises occupied by the Agency.

7. The county will maintain property insurance on the building to be reimbursed in full by NDO.

During the terms of occupation of the above described building, NDO will maintain general public liability insurance on said property with limits of at least five-hundred thousand dollars (\$500,000) for bodily injury and one-hundred thousand dollars (\$100,000) for property damage. Such policies shall name the county as an additional insured.

8. NDO will pay all utility costs connected with building usage (gas, electricity, water, sewage, and telephone).

9. NDO will be responsible for all janitorial services.

10. This contract reflects the entire understanding as between the parties.

Wherefore, Lumpkin County, Georgia and Ninth District Opportunity, Inc. have duly executed this agreement as of the date first above written.

Lumpkin County, Georgia

Ninth District Opportunity, Inc.

By: _____

By: _____

Commissioner

Executive Director

Attest: _____

Attest: _____



Lumpkin County, Georgia

Board of Commissioners

Date: August 20, 2024

Agenda Item: 2024-069 CTC Technology & Energy Professional Consulting Contract Amendment 2 (*Assistant County Manager Rebecca Mincey*)

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

Facts & Historical Information: The DALC & Lumpkin County received funding from the Georgia American Rescue Plan Act State Fiscal Recovery Fund and the U.S. Department of Commerce for the National Telecommunications and Information Administration for broadband infrastructure. US Treasury Final Rule requires, subrecipients of these funds have controls, oversight, and monitoring in place. Lumpkin County first entered into a professional service contract with CTC September 1, 2022 to assist with this oversight.

In coordination with NTIA, staff is prepared to provide the necessary grant administration of the project without third party assistance. The existing agreement can be terminated by either party at any time upon thirty days written notice.

Potential Courses Of Action:

- a. Approve the amendment as presented
- b. Make suggested edits to the amendment for CTC's consideration
- c. Do not approve the amendment

Budget Impact: The oversight has previously been paid out of the ARPA funding Lumpkin County received from the state of Georgia. This will save approximately \$110,000 (\$27,500/quarter) from the NTIA portion of the project, plus there will be a savings of \$40,000(\$10,000/quarter) for not accepting amendment 2 for the SFRF portion of the project.

Staff Recommendation: a. Do not approve the amendment

The DALC Board of Directors has chosen to not approve the amendment for the SFRF portion of the project.

AMENDMENT 2

AMENDMENT 2 TO PROFESSIONAL CONSULTING CONTRACT EXECUTED AUGUST 17, 2022, AND EFFECTIVE SEPTEMBER 1, 2022, BY AND BETWEEN COLUMBIA TELECOMMUNICATIONS CORPORATION DBA CTC TECHNOLOGY & ENERGY AND THE LUMPKIN COUNTY BOARD OF COMMISSIONERS

This amendment entered effective August 31, 2023, pursuant to term 13 of the contract.

The purposes of this amendment are as follows:

1. This amendment extends the executed Amendment 1 of the contract for an additional ten months, to expire June 30, 2025.
 - a. Term 6 currently reads, in part: “Term/Termination. The term of the Agreement is two years beginning on September 1, 2022, and expiring on August 31, 2024. This Agreement may be terminated by either party at any time upon thirty days written notice to the other party.”
 - b. Term 6 is amended to read, in part: “Term/Termination. The term of the Agreement is thirty-four months beginning on September 1, 2022, and expiring on June 30, 2025. This Agreement may be terminated by either party at any time upon thirty days written notice to the other party.”
2. This amendment increases the total budget under this contract from \$142,500 to \$252,500.
 - a. Term 4 currently reads, in part: “The Client will pay CTC for services rendered per the terms of Appendix A at a fixed fee of \$142,500 for two years, inclusive of all expenses. Additional tasks requested by Client that are beyond the scope of the proposal will be billed by the hour per the schedule in Appendix A. CTC will invoice Client for the fixed fee on a quarterly basis at \$8,125 for the first year, and at \$27,500 for the second year.”
 - b. Term 4 is amended to read, in part: “The Client will pay CTC for services rendered per the terms of Appendix A at a fixed fee of \$252,500 for three years, inclusive of all expenses. Additional tasks requested by Client that are beyond the scope of the proposal will be billed by the hour per the rate chart below. CTC will invoice Client for the fixed fee on a quarterly basis at \$8,125 for the first year, at \$27,500 for the second year, and at \$27,500 per invoice in the months of September, December, March and June in the third year of the contract.”

Role	Hourly Rate
Director	\$325.00
Principal	\$300.00
Senior	\$275.00
Staff	\$250.00

All other terms and conditions of the original Agreement remain unchanged.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective duly authorized representatives.

Lumpkin County Board of Commissioners

Columbia Telecommunications Corporation

Signature

Signature

Name

Joanne S. Hovis
Name

Title

President
Title

Date

Date

AMENDMENT 1

AMENDMENT 1 TO PROFESSIONAL CONSULTING CONTRACT EXECUTED AUGUST 17, 2022, AND EFFECTIVE SEPTEMBER 1, 2022, BY AND BETWEEN COLUMBIA TELECOMMUNICATIONS CORPORATION DBA CTC TECHNOLOGY & ENERGY AND THE LUMPKIN COUNTY BOARD OF COMMISSIONERS

This amendment entered effective August 31, 2023, pursuant to term 13 of the contract.

The purposes of this amendment are as follows:

1. This amendment extends the executed contract for an additional year, to expire August 31, 2024.
 - a. Term 6 currently reads, in part: “Term/Termination. The term of the Agreement is one year beginning on September 1, 2022. This Agreement may be terminated by either party at any time upon thirty days written notice to the other party.”
 - b. Term 6 is amended to read, in part: “Term/Termination. The term of the Agreement is two years beginning on September 1, 2022, and expiring on August 31, 2024. This Agreement may be terminated by either party at any time upon thirty days written notice to the other party.”
2. This amendment increases the total budget under this contract from \$32,500 to \$142,500.
 - a. Term 4 currently reads, in part: “The Client will pay CTC for services rendered per the terms of Appendix A at a fixed fee of \$32,500 per year, inclusive of all expenses. Additional tasks requested by Client that are beyond the scope of the proposal will be billed by the hour per the schedule in Appendix A. CTC will invoice Client for the fixed fee on a quarterly basis at \$8,125 per invoice.”
 - b. Term 4 is amended to read, in part: “The Client will pay CTC for services rendered per the terms of Appendix A at a fixed fee of \$142,500 for two years, inclusive of all expenses. Additional tasks requested by Client that are beyond the scope of the proposal will be billed by the hour per the schedule in Appendix A. CTC will invoice Client for the fixed fee on a quarterly basis at \$8,125 for the first year, and at \$27,500 for the second year.”

All other terms and conditions of the original Agreement remain unchanged.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective duly authorized representatives.

Lumpkin County Board of Commissioners

Columbia Telecommunications Corporation



Signature

Chris Dockery

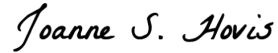
Name

Chairman

Title

09 / 20 / 2023

Date



Signature

Joanne S. Hovis

Name

President

Title

09 / 15 / 2023

Date

Title	CTC Technology & Energy Professional Consulting Contract -...
File name	file
Document ID	73bd179cfc6f130e95f5cd5c38b6ad092cf5712a
Audit trail date format	MM / DD / YYYY
Status	● Signed

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Sent for signature to Joanne Hovis (syatvin@ctcnet.us),
Melissa Witcher (melissa.witcher@lumpkincounty.gov) and
Chris Dockery (chris.dockery@lumpkincounty.gov) from
melissa.witcher@lumpkincounty.gov
IP: 192.195.84.106



09 / 15 / 2023
16:18:14 UTC

Viewed by Joanne Hovis (syatvin@ctcnet.us)
IP: 73.210.244.84



09 / 15 / 2023
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Signed by Joanne Hovis (syatvin@ctcnet.us)
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(melissa.witcher@lumpkincounty.gov)
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Title	CTC Technology & Energy Professional Consulting Contract -...
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Audit trail date format	MM / DD / YYYY
Status	● Signed

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(melissa.witcher@lumpkincounty.gov)
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12:40:25 UTC

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09 / 20 / 2023
12:40:38 UTC

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IP: 192.195.84.106



09 / 20 / 2023
12:40:38 UTC

The document has been completed.

PROFESSIONAL CONSULTING CONTRACT

This Agreement is made effective as of September 1, 2022, by and between Columbia Telecommunications Corporation d/b/a CTC Technology & Energy, a Maryland corporation, whose address is 10613 Concord Street, Kensington, Maryland 20895 ("CTC"), and the Lumpkin County Board of Commissioners, whose address is 99 Courthouse Hill, Dahlonega, GA 30533 ("the Client").

IN CONSIDERATION of the terms and conditions herein set forth, and other good and valuable consideration, the parties agree as follows:

1. Relationship of Parties. It is understood by the parties that CTC is an independent contractor with respect to the Client, and not an employee, agent or servant of the Client and CTC will not hold itself out as an employee, agent or servant of the Client. The Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of CTC. CTC shall have no authority to bind the Client for the performance of any service or to otherwise obligate the Client in any manner. CTC's duties are specifically limited to those assigned hereunder. The Client does not reserve any direction or control with respect to the activities of CTC; the manner, means and times by and during which CTC provides services shall be determined by CTC within the guidelines of this Agreement.

Further, the parties acknowledge that the independent contractor relationship created hereunder does not cause the Client to be liable for any employment or withholding taxes, it being understood that CTC is solely responsible for any and all federal, state or local income, withholding or other taxes due as a result of compensation paid to CTC hereunder.

2. Description of Services. CTC will provide independent program management support to the Client. The CTC team will assist with project implementation, oversight, tracking, data collection, and reporting related to grant funds received from the National Telecommunication & Information Administration for a broadband infrastructure project as per CTC's proposal to the Client dated June 29, 2022, which is attached hereto as Appendix A and incorporated in its entirety.
3. Performance of Services. CTC will work under its own direction and supervision. CTC shall perform all tasks and assignments listed under Description of Services hereunder to the best of its ability and to the satisfaction of the Client; however, CTC shall be responsible for its own conduct and the conduct of any employees, suppliers or agents hired by CTC, while engaged in the performance of this Agreement. CTC shall furnish all labor, materials, tools and equipment required

for the performance of services hereunder, except as specifically described herein. CTC agrees that all materials and workmanship shall be in compliance with all applicable codes, industry standards, and the requirements of any governmental agencies having jurisdiction. CTC hereby acknowledges that it will abide by all safety regulations. All work performed by CTC will be in accordance with any warranties arising under applicable law.

CTC represents that CTC is an expert in both broadband grant compliance and broadband program and project management, and is possessed of that degree of care, learning, skill, and ability which is ordinarily possessed by other members of this profession and further contracts that in the performance of the duties herein set forth, CTC will exercise such degree of care, learning, skill, and ability as is ordinarily employed by such experts under similar conditions and like circumstances and shall perform such duties without neglect.

4. Payment. The Client will pay CTC for services rendered per the terms of Appendix A at a fixed fee of \$32,500 per year, inclusive of all expenses. Additional tasks requested by Client that are beyond the scope of the proposal will be billed by the hour per the schedule in Appendix A. CTC will invoice Client for the fixed fee on a quarterly basis at \$8,125 per invoice. Client will remit payment to CTC within 30 days of receipt of invoice. Upon termination of this Agreement, payments under this section shall cease; provided, however, that CTC shall be entitled to payments for periods or partial periods that occurred prior to the date of termination.
5. Costs and Materials. CTC agrees to obtain, at its cost, the necessary permits or licenses required by any governmental or other authorities in connection with this Agreement. CTC shall be fully responsible for the care and protection of all materials necessary for the performance of this Agreement, whether such materials are supplied by CTC or the Client.
6. Term/Termination. The term of the Agreement is one year beginning on September 1, 2022. This Agreement may be terminated by either party at any time upon thirty days written notice to the other party.
7. Disclosure. CTC is required to disclose any outside activities or interest, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of the Client.
8. Insurance. CTC hereby represents that it maintains, and agrees to furnish to the Client certificates of insurance for the following forms of insurance with the following minimum coverage levels:

- a. Workers compensation insurance: in accordance with applicable law
- b. Motor vehicle liability insurance: \$1,000,000
- c. Public liability insurance and property damage insurance: \$2,000,000
- d. Professional liability insurance: \$5,000,000 per occurrence / \$5,000,000 claims made

All insurance is to be obtained from accredited insurance carriers reasonably acceptable to the Client. CTC acknowledges its obligation to obtain appropriate insurance coverage for its own benefit and the benefit of the Client.

CTC shall within 5 days of the execution of this Contract provide Client copies of the Declaration pages for the above cited Insurance Policies and further naming Client as a Certificate Holder and as an additional insured.

- 9. Disputes and Governing Law. The parties shall attempt to resolve any disputes, claims or controversies arising out of or relating to this Agreement through negotiations and/or mediation. The cost for the services to obtain a resolution through mediation will be equally split between CTC and the Client. This Contract shall be governed by the laws of the State of Georgia and the venue for any litigation arising from this Contract shall be Lumpkin County, Georgia.
- 10. Return of Records. Upon termination of this Agreement, CTC shall deliver to Client all records, notes, data, memoranda, reports and other documentation of any nature related to services rendered under this Agreement that are in CTC's possession or under CTC's control.
- 11. 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 CTC:

Joanne S. Hovis, President
Columbia Telecommunications Corporation
10613 Concord Street
Kensington, Maryland 20895

If for the Client:

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

Dahlonega, Georgia 30533

With a Copy to:

Rebecca A. Mincey, Executive Director
Development Authority of Lumpkin County
342 Courthouse Hill, Mailbox C
Dahlonega, GA 30533

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

12. Entire Agreement. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
13. Amendment. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
14. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason by a court of competent jurisdiction or by appropriate Client or other governmental authorities, 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.
15. 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.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the dates set forth below.

Columbia Telecommunications Corporation

By: Joanne S. Hovis
Joanne Hovis, President

Date: 8/17/2022

Lumpkin County Board of Commissioners

By: 
Chris Dockery, Chairman

Date: 8/16/22

Appendix A

**CTC Proposal dated June 29, 2022 in response to RFP #2021-004 – Technical & Grant
Administrative Services for Broadband Infrastructure Project**



Lumpkin County, Georgia

County Manager

Date:	August 20, 2024
Agenda Item:	2023-070 Mark Robinson Hauling, Inc. - Recycling & Transfer Station Lease Agreement Amendment #4 (<i>County Manager Alan Ours</i>)
Item Description:	Request by Mark Robinson to Increase the Current Per Ton Charge at the Transfer Station from \$55.00 to \$58.00
Facts & Historical Information:	Lumpkin County leases it's solid waste transfer station to Mark Robinson. The current contract was amended in March of 2023. The current contract automatically renews each month. The price per ton was increased to \$55.00 in July 2022. Mark Robinson is requesting the per ton charge be increased to \$58.00 per ton effective September 1, 2024 (please see attached request).
Potential Courses Of Action:	A. Amend the existing contract to increase the per ton charge to \$58.00 effective September 1, 2024 B. Amend the contract to increase the per ton charge to a different amount C. Take no action
Budget Impact:	
Staff Recommendation:	Approve Course of Action A

From: [Alan Ours](#)
To: [Melissa Witcher](#)
Subject: FW: Lumpkin County Transfer Station
Date: Wednesday, July 31, 2024 4:50:23 PM
Attachments: [image002.png](#)

As an attachment for the agenda item

Alan M. Ours

County Manager
Lumpkin County
99 Courthouse Hill, Suite H
Dahlonega, GA 30533
Office: 706.864.3742
Cell: 706.973.1511



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From: markrobinson@windstream.net <markrobinson@windstream.net>
Sent: Tuesday, July 23, 2024 8:05 AM
To: Alan Ours <alan.ours@lumpkincounty.gov>
Cc: Rhett Stringer <rhett.stringer@lumpkincounty.gov>
Subject: Lumpkin County Transfer Station

Mark Robinson Hauling LLC
1937 Pony Lake Road
Dahlonega, GA 30533

July 23, 2024

To: Lumpkin County Government

Attn: Board of Commissioners

Lumpkin County Transfer Station would like to request a price increase on the per ton rate to \$58.00 per ton effective September 1, 2024, due to rising costs. The current rate is \$56.00 per ton. The last price increase was on December 1, 2022. We like to stay current with other Transfer Stations in our area. The 400 Inert Landfill on Burnt Stand Road is currently at \$58.05. Waste Management in Dawsonville is currently at a \$72.00 minimum up to 1.25 tons and then at \$58.50 per ton for anything over the 1.25 tons. White County Transfer Station is currently at \$64.00 per ton and raising the price to \$65.50 on January 1, 2025. We thank you in advance for your consideration.

If you have any questions, please feel free to give me a call.

Sincerely,

Mark Robinson
Mark Robinson Hauling
770-480-0191

**AMENDMENT NO. 4
TO
CONTRACT FOR
THE OPERATION AND MANAGEMENT
OF THE SOLID WASTE TRANSFER STATION
AND THE COUNTY’S RECYCLING PROGRAM**

This amendment is made and entered into as of August 20, 2024, between the governing authority of **Lumpkin County**, hereinafter referred to as “Lumpkin County”, a political subdivision of the State of Georgia, and **Mark Robinson Hauling, L.L.C.**, of Lumpkin County, Georgia, hereinafter referred to as “Contractor”.

Whereas, the parties entered into a Contract for the Operation and Management of the Lumpkin County Solid Waste Transfer Station and the County’s Recycling Program with an effective date of December 1, 2021, as amended by Amendment No. 1 with an effective date of July 19, 2022, and Amendment No. 2 with an effective date of November 15, 2022, and Amendment No. 3 with an effective date of February 21, 2023 (‘Contract’); and

Whereas, the parties have agreed to amend the contract to increase the per ton price;

Now therefore, in consideration of rising costs incurred by the Contractor, the parties hereby agree to amend the Contract as follows:

The price per ton shall be \$58.00 per ton effective September 1, 2024.

All other terms of the Contract shall remain in full force and effect.

Lumpkin County:

By:

Chris Dockery, Chairman

Attest:

Melissa Z. Witcher, County Clerk

Contractor:

Mark Robinson Hauling, L.L.C.

By:

Mark C. Robinson, Member



Lumpkin County, Georgia

Capital Projects

Date:	August 20, 2024
Agenda Item:	2024-071 Yahoola Creek Park Baseball/Softball Fields 5, 7, 8, 9, & 10 Upgrades Scope Change - Gordian Contract (<i>Director of Operations Ashley Peck</i>)
Item Description:	Consideration of the contract with Gordian and scope change for baseball/softball fields 5, 7, 8, 9, 10.
Facts & Historical Information:	In March 2024 the Board of Commissioners approved the following upgrades/renovations for fields 5, 7, 8, 9, and 10. Field 5 Strip the outfield Install (5) loads of sand and grade the outfield Install roughly 50-60 thousand square feet of Bermuda sod Remove the rear infield lip Install 3-4 loads of infield mix Till and laser grade Install 40 bags of conditioner Field 7, 8, 9, 10 Remove the rear infield lip Install (1) load of infield mix Till and laser grade Install 40 bags of conditioner As staff began the process to find a vendor to complete the field renovations it was determined by Park and Rec Staff that irrigation on field 5 would be extremely beneficial. Irrigation would prevent fertilizer burn to the turf during hot weather applications and would help the fertilizer to begin feeding the turf immediately. It will maximize herbicide efficiency as most post-emergence herbicides work best if soil is moist prior to application. Irrigation can reduce surface hardness caused by heavy field use which will reduce chances of injury. It will also aid in the establishment stage for the turf and ensure fields remain in good condition during times of little rain. Irrigation for field 5 was not included in the original scope of work approved by the Board in March. Due to the scope of work change approval from the Board is required. The scope of work for the irrigation on field 5 includes the following. Field 5 Irrigation Provide new circuit from existing riser Provide water supply from valve box in front of concession stand Route water down 3rd base foul line Install Rain Bird irrigation system to cover new outfield grass

The price provided for the original scope of work approved by the Board of Commissioners was \$136,003.57. To add irrigation on field 5 to the existing scope of work would cost an additional \$52,255.23. Total for the project with the scope change would be \$188,258.80.

Potential Courses Of Action:

- A. Approve the scope change for the baseball/softball field upgrades for fields 5,7,8,9,10 and contract with Gordian.
- B. Do not approve the scope change and instruct staff to move forward with the original scope of work for the field upgrades.

Budget Impact:

The original scope of work for this project would be paid from the assigned fund balance for CARES related projects. If the scope of work change is approved the additional funds would also come from the fund balance for CARES related projects as those funds are adequate to cover the increase in cost.

Staff Recommendation:

Approve the contract with Gordian and scope change for the Baseball/Softball Field Upgrades for Yahoola Creek Park Fields 5,7,8,9,10.

Work Order Signature Document**EZIQC Contract No.: GA-A05-040820-CRS**☒**New Work Order****Modify an Existing Work Order**

Work Order Number: 128685.00

Work Order Date: 07/18/2024

Work Order Title: Lumpkin County Parks & Recreation - Baseball/Softball Fields Renovation

Owner Name: Lumpkin County

Contractor Name: Crown Retail Services, Inc.

Contact: Tim Towe

Contact: Jake Rizner

Phone: 7064822504

Phone: 7705026159

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No GA-A05-040820-CRS.

Brief Work Order Description:

Lumpkin County Parks & Recreation - Baseball/Softball Fields Renovation

Time of Performance*See Schedule Section of the Detailed Scope of Work***Liquidated Damages**Will apply: ☐Will not apply: ☒**Work Order Firm Fixed Price: \$188,258.80**

Owner Purchase Order Number:

Approvals_____
Owner_____
Date_____
Contractor_____
Date

Detailed Scope of Work

To: Jake Rizner
Crown Retail Services, Inc.
4825 Oliver Road
Flowery Branch, GA 30542
7705026159

From: Tim Towe
Lumpkin County
365 Riley Rd
Dahlonega, GA 30533
7064822504

Date Printed: July 18, 2024

Work Order Number: 128685.00

Work Order Title: Lumpkin County Parks & Recreation - Baseball/Softball Fields Renovation

Brief Scope: Lumpkin County Parks & Recreation - Baseball/Softball Fields Renovation

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Please see attached detailed scope of work (DSOW)

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date: July 18, 2024

IQC Master Contract #: GA-A05-040820-CRS

Work Order Number: 128685.00

Owner PO #:

Work Order Title: Lumpkin County Parks & Recreation - Baseball/Softball Fields Renovation

Contractor: Crown Retail Services, Inc.

Proposal Name: Lumpkin County Parks & Recreation - Baseball/Softball Fields Renovation rev

Proposal Value: \$188,258.80

01 - General Requirements	\$56,446.32
02 - Site Work	\$3,203.12
03 - Concrete	\$2,416.73
22 - Plumbing	\$3,833.20
26 - Electrical	\$652.80
31 - Earthwork	\$24,448.64
32 - Exterior Improvements	\$97,257.99
Proposal Total	\$188,258.80

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: July 18, 2024
IQC Master Contract #: GA-A05-040820-CRS
Work Order Number: 128685.00
Owner PO #:
Work Order Title: Lumpkin County Parks & Recreation - Baseball/Softball Fields Renovation
Contractor: Crown Retail Services, Inc.
Proposal Name: Lumpkin County Parks & Recreation - Baseball/Softball Fields Renovation rev
Proposal Value: \$188,258.80

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

01 - General Requirements

1	01 22 16 00 0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.					\$3,667.44
		Installation	Quantity		Unit Price		Factor	Total
			2,950.00	x	1.00	x	1.2432	= 3,667.44
2	01 22 23 00 0285	WK	700 LB Capacity, 36" Wide, Skid-Steer Loader With Full-Time Operator					\$6,858.75
		Installation	Quantity		Unit Price		Factor	Total
			2.00	x	2,889.11	x	1.1870	= 6,858.75
3	01 22 23 00 0289	MO	1,500 To 1,700 LB Capacity, 60" Wide, Skid-Steer Loader With Full-Time Operator					\$26,743.28
		Installation	Quantity		Unit Price		Factor	Total
			2.00	x	11,265.07	x	1.1870	= 26,743.28
4	01 22 23 00 0891	DAY	2,000 PSI Pressure Washer With Full-Time Operator					\$1,401.08
		Installation	Quantity		Unit Price		Factor	Total
			3.00	x	393.45	x	1.1870	= 1,401.08
5	01 22 23 00 1545	DAY	500 To 600 Gallon Water Trailer With Pump					\$2,765.83
		Installation	Quantity		Unit Price		Factor	Total
			15.00	x	155.34	x	1.1870	= 2,765.83
6	01 71 13 00 0003	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.					\$4,683.57
		Installation	Quantity		Unit Price		Factor	Total
			3.00	x	1,315.24	x	1.1870	= 4,683.57
7	01 74 19 00 0015	EA	30 CY Dumpster (4 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.					\$10,326.37
		Installation	Quantity		Unit Price		Factor	Total
			15.00	x	579.97	x	1.1870	= 10,326.37

Subtotal for 01 - General Requirements **\$56,446.32**

02 - Site Work

8	02 41 13 13 0007	SY	>6" To 9" By Machine, Break-up And Leave In Place Concrete Paving					\$3,203.12
		Installation	Quantity		Unit Price		Factor	Total
			150.00	x	17.99	x	1.1870	= 3,203.12

Contractor's Price Proposal - Detail Continues..

Work Order Number: 128685.00

Work Order Title: Lumpkin County Parks & Recreation - Baseball/Softball Fields Renovation

Proposal Name: Lumpkin County Parks & Recreation - Baseball/Softball Fields Renovation rev

Proposal Value: \$188,258.80

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

Subtotal for 02 - Site Work **\$3,203.12**

03 - Concrete

9	03	31	13	00	0005	SF	6" 3,000 PSI Slab On Grade Concrete Slab Assembly											\$1,851.72
							Installation	Quantity	Unit Price	Factor	=	Total						
								200.00	7.80	x	1.1870		1,851.72					
10	03	31	13	00	0005	0159	MOD	For Up To 500, Add										\$565.01
							Installation	Quantity	Unit Price	Factor	=	Total						
								200.00	2.38	x	1.1870		565.01					

Subtotal for 03 - Concrete **\$2,416.73**

22 - Plumbing

11	22	11	16	00	0929	EA	1" Schedule 80 Chlorinated Polyvinyl Chloride (CPVC) 90 Degree Elbow											\$293.90
							Installation	Quantity	Unit Price	Factor	=	Total						
								8.00	30.95	x	1.1870		293.90					
12	22	11	16	00	0941	EA	1" Schedule 80 Chlorinated Polyvinyl Chloride (CPVC) 45 Degree Elbow											\$210.28
							Installation	Quantity	Unit Price	Factor	=	Total						
								5.00	35.43	x	1.1870		210.28					
13	22	11	19	00	0349	EA	3/4" Threaded Reduced Pressure Zone Assembly With Quarter Turn Shut-offs (Watts 009M3 QT series)											\$940.78
							Installation	Quantity	Unit Price	Factor	=	Total						
								1.00	792.57	x	1.1870		940.78					
14	22	13	16	00	0507	LF	1-1/2" Underground Schedule 40 Polyvinyl Chloride (PVC) DWV Pipe AssemblyIncludes all fittings and couplings. Fittings are assumed every 20'. Excludes earthwork excavation, backfill and compaction. Not for use where detail is available.											\$2,388.24
							Installation	Quantity	Unit Price	Factor	=	Total						
								200.00	10.06	x	1.1870		2,388.24					

Subtotal for 22 - Plumbing **\$3,833.20**

26 - Electrical

15	26	05	33	13	0003	CLF	1/2" Electrical Metallic Tubing (EMT) Conduit Assembly With 2 #12 Copper THHN And 1 #12 Copper Insulated Grounding ConductorIncludes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available.											\$652.80
							Installation	Quantity	Unit Price	Factor	=	Total						
								1.00	549.96	x	1.1870		652.80					

Subtotal for 26 - Electrical **\$652.80**

31 - Earthwork

16	31	05	13	00	0004	CY	3/8" Minus, ASTM C33, Screened/Washed Bedding Sand											\$6,574.79
							Installation	Quantity	Unit Price	Factor	=	Total						
								100.00	55.39	x	1.1870		6,574.79					

Contractor's Price Proposal - Detail Continues..

Work Order Number: 128685.00

Work Order Title: Lumpkin County Parks & Recreation - Baseball/Softball Fields Renovation

Proposal Name: Lumpkin County Parks & Recreation - Baseball/Softball Fields Renovation rev

Proposal Value: \$188,258.80

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
31 - Earthwork					
17	31 11 00 00 0017		CY	Machine Loading Of Cleared And Grubbed Material	\$3,166.92
			Installation	Quantity 400.00 x Unit Price 6.67 x Factor 1.1870 = Total 3,166.92	
18	31 23 16 13 0002		CY	12" Wide or Less, Excavation for Trenching by Machine in Soil	\$1,538.35
			Installation	Quantity 200.00 x Unit Price 6.48 x Factor 1.1870 = Total 1,538.35	
19	31 23 16 13 0002 0062		MOD	For >50 To 250, Add	\$614.87
			Installation	Quantity 200.00 x Unit Price 2.59 x Factor 1.1870 = Total 614.87	
20	31 23 16 13 0005		CY	Over 12" Wide, Excavation for Trenching by Machine in Loose RockIncludes compacted aggregate	\$2,046.39
			Installation	Quantity 200.00 x Unit Price 8.62 x Factor 1.1870 = Total 2,046.39	
21	31 23 16 13 0005 0062		MOD	For >50 To 250, Add	\$819.03
			Installation	Quantity 200.00 x Unit Price 3.45 x Factor 1.1870 = Total 819.03	
22	31 23 16 33 0009		CY	Cutting, Shaping and Rough Grading Existing Elevations For Bulk Excavation by Machine	\$4,209.10
			Installation	Quantity 900.00 x Unit Price 3.94 x Factor 1.1870 = Total 4,209.10	
23	31 24 13 00 0018		SY	Finish Grade Roadway, Parking Areas, Landscaping And Embankments By Machine	\$4,819.22
			Installation	Quantity 7,000.00 x Unit Price 0.58 x Factor 1.1870 = Total 4,819.22	
24	31 25 14 26 0008		LF	3' High Silt Fence with Stakes at 4' On Center	\$659.97
			Installation	Quantity 200.00 x Unit Price 2.78 x Factor 1.1870 = Total 659.97	
Subtotal for 31 - Earthwork					\$24,448.64
32 - Exterior Improvements					
25	32 01 17 63 0002		EA	Temporary Pot Hole Repairs With Cold Mix Modified, Up To 3 Tons	\$1,265.07
			Installation	Quantity 1.00 x Unit Price 1,065.77 x Factor 1.1870 = Total 1,265.07	
26	32 18 23 13 0005		Ton	Medium Pro Baseball Infield Mix (Diamond Select 60/40 Pro Infield Mix)	\$11,002.07
			Installation	Quantity 60.00 x Unit Price 154.48 x Factor 1.1870 = Total 11,002.07	
27	32 18 23 23 0003		MSF	Top Dressing 1/8" - 1/4" Sand	\$6,153.41
			Installation	Quantity 800.00 x Unit Price 6.48 x Factor 1.1870 = Total 6,153.41	
28	32 84 23 00 0010		EA	4" Pop-Up Height, Spray Sprinkler Head With Pressure Regulator (Rain Bird® 1804-PRS)	\$1,436.74
			Installation	Quantity 40.00 x Unit Price 30.26 x Factor 1.1870 = Total 1,436.74	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 128685.00

Work Order Title: Lumpkin County Parks & Recreation - Baseball/Softball Fields Renovation

Proposal Name: Lumpkin County Parks & Recreation - Baseball/Softball Fields Renovation rev

Proposal Value: \$188,258.80

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
32 - Exterior Improvements					
29	32 84 23 00 0010	0395	MOD	For Rotary Nozzle, Add	\$154.31
			Installation	Quantity 40.00 x Unit Price 3.25 x Factor 1.1870 = Total 154.31	
30	32 84 23 00 0043		EA	3/4", 0.2 To 22 GPM, Plastic, Electric Remote Control Irrigation Valve (Rain Bird® 75DV)	\$129.68
			Installation	Quantity 1.00 x Unit Price 109.25 x Factor 1.1870 = Total 129.68	
31	32 84 23 00 0096		EA	6" Round Irrigation Valve Box With Lid (Rain Bird® PVB-6RND)	\$275.86
			Installation	Quantity 4.00 x Unit Price 58.10 x Factor 1.1870 = Total 275.86	
32	32 84 23 00 0099		EA	21.8" x 16.6" x 12" Depth, Rectangular Irrigation Valve Box With Lid (Rain Bird® VB-STD)	\$622.21
			Installation	Quantity 3.00 x Unit Price 174.73 x Factor 1.1870 = Total 622.21	
33	32 84 23 00 0119		EA	4-Station, Four Program, Outdoor Mount, Modular Irrigation Controller (Rain Bird® ESP-ME Series)	\$484.95
			Installation	Quantity 1.00 x Unit Price 408.55 x Factor 1.1870 = Total 484.95	
34	32 84 23 00 0399		LF	3/4" Poly Pipe, 80 PSI, NSF	\$20,042.50
			Installation	Quantity 5,500.00 x Unit Price 3.07 x Factor 1.1870 = Total 20,042.50	
35	32 84 23 00 0399	0523	MOD	For >1,000, Deduct	-\$979.28
			Installation	Quantity 5,500.00 x Unit Price -0.15 x Factor 1.1870 = Total -979.28	
36	32 84 23 00 0435		CLF	1-Conductor, 12 AWG, Irrigation Control Wire, Buried In Trench	\$2,247.35
			Installation	Quantity 30.00 x Unit Price 63.11 x Factor 1.1870 = Total 2,247.35	
37	32 92 23 00 0005		MSF	>8,000 SF, Bermuda Sod, Installed On Level Ground	\$54,423.12
			Installation	Quantity 70.00 x Unit Price 654.99 x Factor 1.1870 = Total 54,423.12	
Subtotal for 32 - Exterior Improvements					\$97,257.99

Proposal Total

\$188,258.80

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Client - Lumpkin County

Detailed Scope of Work

Print Date: July 18, 2024

Work Order Number: 128685.00

Work Order Title: Lumpkin County Parks & Recreation - Baseball/Softball Fields Renovation

Contractor: GA-A05-040820-CRS - Crown Retail Services, Inc.

Brief Scope: Lumpkin County Parks & Recreation - Baseball/Softball Fields Renovation

To: Jake Rizner Crown Retail Services, Inc. 4825 Oliver Road Flowery Branch, GA 30542 7705026159	From: Tim Towe Lumpkin County 365 Riley Rd Dahlonega, GA 30533 7064822504
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The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Detailed Scope:

Please see attached detailed scope of work (DSOW)

Owner		Date

Contractor		Date



Lumpkin County – Baseball/Softball Fields

365 Riley Road
Dahlonega, GA 30533

Summary Scope

Renovation of (5) baseball/softball fields and irrigation on field (5) only

Drawings and Specifications

Please reference pages noted below in notes specified in the Detailed Scope of Work:

- Attached (if any)

Detailed Scope of Work

The Contractor shall provide all materials, labor, and equipment and perform all work as described below and per any attached specifications and drawings along with the items below:

Field 5

- Strip the outfield.
- Install (5) loads of sand and grade the outfield.
- Install roughly 50-60 thousand square feet of Bermuda sod.
- Remove the rear infield lip.
- Install 3-4 loads of infield mix.
- Till and laser grade
- Install 40 bags of conditioner.

Field 7, 8, 9, 10

- Remove the rear infield lip.
- Install (1) load of infield mix.
- Till and laser grade
- Install 40 bags of conditioner.

Field 5 Irrigation

- Provide new circuit from existing riser.
- Provide water supply from valve box in front of concession stand.
- Route water down 3rd base foul line.
- Install Rain Bird irrigation system to cover new outfield grass.

Details that Apply to All Work Areas:

1. Contractor shall utilize the latest issue of the Sourcewell Specifications for all work.

2. Submittals are to be provided to the Owner as part of the submittal process prior to installation by the contractor.
3. Maintain clean work areas at all times. Remove and dispose of all demolished materials and construction debris. Site must be cleaned every day at the completion of work. Contractor shall take extra precautions to pick up all debris, nails and fasteners from the ground and all surrounding area and finishing with magnetic pickup to ensure safety and cleanliness.
4. All measurements and quantities supplied in this scope of work are approximate in nature and are supplied as a convenience for the contractor. The contractor is responsible for field verification of all measurements and quantities.
5. Contractor shall verify all new and existing conditions and dimensions at job site prior to the proposed process start of construction, and during construction.
6. The Contractor shall perform all work, make all deliveries and have access to work areas between 7:30 A.M. and 5:00 P.M. Monday through Friday and, upon written permission of the Owner, may make deliveries and have access to work areas at any hour of any day, but shall bear without any contribution from the Owner, any extra expense and responsibility for doing so, including, without limitation, its own overtime expense. Contractor shall coordinate inspections as required.
7. Parking will be made available for the Contractor by the Owner and the Contractor shall coordinate all parking with the Owner prior to beginning work.
8. Contractor shall obtain approvals in advance for all lay down and storage areas.
9. All salvageable materials remain the property of the Owner.
10. Contractor shall coordinate inspections as required.
11. The Contractor shall keep at the site one copy of all drawings and specifications in good order with all addenda and change orders noted thereon and available to the owner & Architect and to his representative(s).
12. Prior to any shutdown of any system (electrical, mechanical, etc.), Contractor shall supply, not less than five (5) working days' notice to the Architect with a copy to the Owner. No shutdown of any system shall occur until the Contractor has received permission from the Owner in writing.
13. Contractor is responsible for protection of all surfaces including those not in the scope of work from construction dust, debris, or damage during construction up until final acceptance. The methods of protection including plastic, paper, sealing doors or windows, etc.
14. Final clean up and disposal: Remove debris, rubbish, and waste material from the property of the Owner on a daily basis. Upon completion of work, all construction areas shall be left clean and free from debris. Clean all dust, dirt, stains, hand marks, paint spots, droppings, and other blemishes.
15. Contractor shall not be required to pay Davis Bacon Wage Rates.

Exclusions:

Any and all work associated with hazardous materials including asbestos, lead, and mold is excluded from this scope of work. If at any time hazardous materials are uncovered, work will stop until the

appropriate method of abatement or removal is determined. Method of removal may initiate a contract modification.

Submittals:

1. Contractor shall submit submittals to Owner for approval
2. Contractor shall submit a proposed list of subcontractors and a schedule showing a proposed duration of construction with the price proposal package.
3. The Contractor shall submit for approval the manufacturer's cut sheets for materials utilized for this project prior to commencing any work.

Permitting:

At the time of issuance of a Purchase Order for this Work, it is understood that permits fees and associated fees are **not** required for this Work. If this changes, the Contractor will be responsible for obtaining such applicable permits and the Owner will be responsible for compensating the Contractor for permit fees and any design necessary to obtain such permits or related approvals as described in the EZIQC master contract documents (i.e. permit fees are dollar for dollar reimbursable and professional design and engineering fees are paid for at hourly rates published in the Construction Task Catalog).

Project Schedule

1. All work shall be completed during normal working hours (7:30am to 5pm) as directed by Owner.
2. Contractor to propose a detailed construction schedule and submit with proposal package.
3. Project construction will be scheduled upon receipt of the PO.
4. The work shall be completed within **8 weeks** from date of the Purchase Order issuance. The Contractor will coordinate a specific schedule for on-site activities with the Owner's representative.

Owner Responsibilities

1. Coordinate any inspections (i.e. State Fire Marshal, etc.) approvals as necessary.
2. Provide access to the worksite during normal working hours.
3. Provide a staging area for project related materials.
4. Owner shall be responsible for re-routing pedestrian traffic as necessary.

Contract Document Order of Precedence:

Contract documents shall govern in the order first listed below:

1. This Detailed Scope of Work
2. Owner issued Contract Documents
 - a. Specifications, Drawings, and Sketches.
 - b. Other documents referenced immediately above.

3. EZIQC master contract document



Lumpkin County, Georgia

County Clerk

Date: August 20, 2024

Agenda Item: Voting Delegate – Legislative Leadership Conference (*County Clerk Melissa Witcher*)

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

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



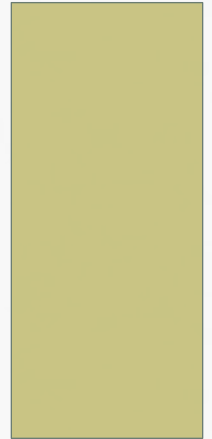
Lumpkin County, Georgia

Finance

Date:	August 20, 2024
Agenda Item:	2014 SPLOST 2024 Work Plan Amendment (<i>Finance Director Abby Branan</i>)
Item Description:	Request to amend the 2014 SPLOST 2024 Work Plan.
Facts & Historical Information:	This is a request to approve the 2024 work plan amendment for the 2014 SPLOST as presented to the BOC. The work plan for SPLOST is a guide for the use of funds approved by the BOC based upon the program as approved by the voters. Use of the annual program method ensures that programs stay within budget and provides ample time for staff to research and make sure all projects submitted are SPLOST eligible. All of the projects presented fall within the guidelines of the original program approved by the voters.
Potential Courses Of Action:	A. Approve the work plan as presented. B. Approve the work plan amendment with changes. C. Not approve the work plan amendment and provide a different source of funding. D. Not approve the work plan amendment and do not provide a difference source of funding.
Budget Impact:	This purchase is not included in any fund budget. Staff identified the 2014 SPLOST program as a possible funding source.
Staff Recommendation:	Course of Action A.

LUMPKIN COUNTY 2014 SPLOST

2024 WORK PLAN
AS PROPOSED AUGUST 6, 2024



2014 SPLOST REFERENDUM STATEMENT

“Shall a special one percent sales and use tax be imposed in the Special District of Lumpkin County for a period of time not to exceed six (6) years and for the raising of an estimated amount of \$18,900,000 for the purpose of: (a) Funding Fire-EMS facilities, vehicles and equipment; Parks and Recreation facilities, equipment and vehicles; Roads, streets and bridge projects, including resurfacing, equipment, vehicles and improvements; Continuing lease payments for the acquisition of the Justice Center (COPS); Library facilities, equipment and material; Administrative facility projects; Public facilities renovations including equipment and vehicles; Animal Shelter facilities including equipment and vehicles; Clerk of Court archives upgrade; Economic Development property acquisition; Board of Election upgrades; Senior Center facilities and vehicles; Sheriff’s Department equipment, facilities and vehicles; Water Authority system improvements for Lumpkin County; and (b) Funding sewer plant upgrades and related sewer line replacements for the City of Dahlonega”

2014 SPLOST PROJECTS

- A1 Lease Payments (COPS)
- A2 Administrative Facility Improvements
- A3 Public Facility Renovations/Vehicles
- A4 Animal Shelter Equipment, Facilities, & Vehicles
- A5 Clerk of Court Archives Upgrade
- A6 Economic Development
- A7 Board of Elections Upgrades
- A8 Emergency Services Equipment, Vehicles, Facility Renovations/Additions
- A9 Roads & Bridges Equipment, Vehicles, Resurfacing, Improvements
- A10 Lumpkin County Library
- A11 Recreation Equipment, Vehicles, Facilities
- A12 Senior Center Facilities
- A13 Sheriff's Department Equipment & Vehicles
- A14 Water Authority System Improvements

2014 SPLOST PROJECT BUDGETS

	Description	Budget as Adopted
A1	Lease Payments (COPS)	\$5,100,000
A2	Administration Facility Improvements	\$1,200,000
A3	Public Facility Renovations/Vehicles	\$300,000
A4	Animal Shelter Equipment, Facilities, & Vehicles	\$75,000
A5	Clerk of Courts Archives Upgrades	\$20,000
A6	Economic Development	\$500,000
A7	Board of Elections Upgrades	\$40,000
A8	Emergency Services Equipment, Vehicles, Facility Renovations/Additions	\$1,485,000
A9	Roads and Bridges Equipment, Vehicles, Resurfacing, Improvements	\$4,270,000
A10	Lumpkin County Library	\$1,000,000
A11	Recreation Equipment/Vehicles, Facilities	\$1,000,000
A12	Senior Center Facilities	\$50,000
A13	Sheriff's Department Equipment and Vehicles	\$360,000
A14	Water Authority System Improvements	\$500,000
Total Projected 2014 SPLOST Program		\$15,900,000

2014 SPLOST PROGRAM PROPOSED 2024 PROJECTS

<u>Proposed Projects</u>	<u>Requested</u>	<u>Approved</u>
A3 – Justice Center Roof Restoration	155,981	
A3 – Detention Center Cabinets (Booking)	19,000	
A3 – Detention Center Shelves (UPD)	2,000	
A3 – Detention Center Flooring	13,597	
Total Requests	\$190,578	

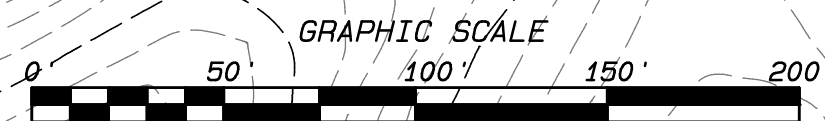
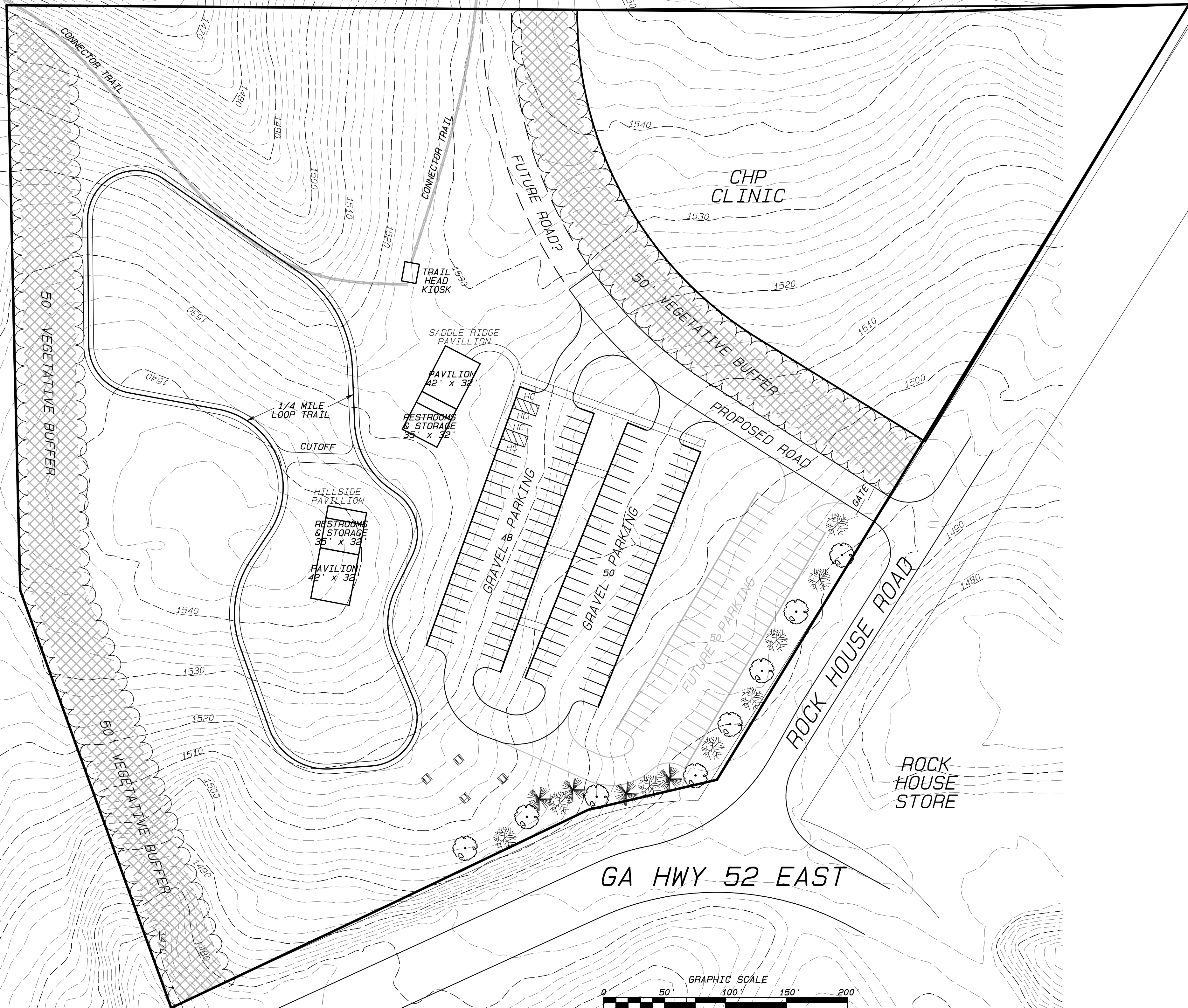
DISCUSSION



Lumpkin County, Georgia

County Manager

Date:	August 20, 2024
Agenda Item:	Yahoola Creek Reservoir Access, Parking and Improvements Update (<i>County Manager Alan Ours</i>)
Item Description:	Reservoir Project Update
Facts & Historical Information:	John Gaston, Geoimage, has taken the comments from the Reservoir Committee and has revised the schematic design for improvements on property owned by Lumpkin County at the intersection of Highway 52 and Rock House Road. Please see attached. The revised plan provides a buffer along the property line, provides a parking area with close to 100 spaces, provides a quarter mile walking path, provides a pavilion with restrooms and provides a trail head with access to the existing trail around the Reservoir. Also attached is an estimated timeline to fully design the project and go to bid once the schematic plan is approved. The plans for the vertical structure (pavilion and restroom) would be by another source.
Potential Courses Of Action:	A. Schedule a meeting with the Reservoir Committee to review the schematic design B. Request revisions to the schematic design before it goes to the Reservoir Committee C. Take no action
Budget Impact:	None at this time
Staff Recommendation:	Approve Course of Action A



Rock House Road Park/Yahoola Reservoir Access Parcel Improvements

Estimated timeline commencing upon committee approval of proposed site layout (week 0).

Survey crew to field locate existing improvements: Within 2 weeks. (revise site plan if needed)

Survey crew to stake horizontal locations of proposed improvements (c/l of roads/trails, building corners, parking lot corners) for final approval on ground: Within following 2 weeks.

Plan adjustments, if needed: 1 week.

Grading plan for improvements: By week 10.

Erosion, sediment and pollution control drawings submittal: By week 13.

Erosion control plan review process: As much as 45-90 days from submittal.

Construction - Road, parking lots, trails & trails tie-ins, utilities, lighting, buildings, landscaping: Contractor dependent.

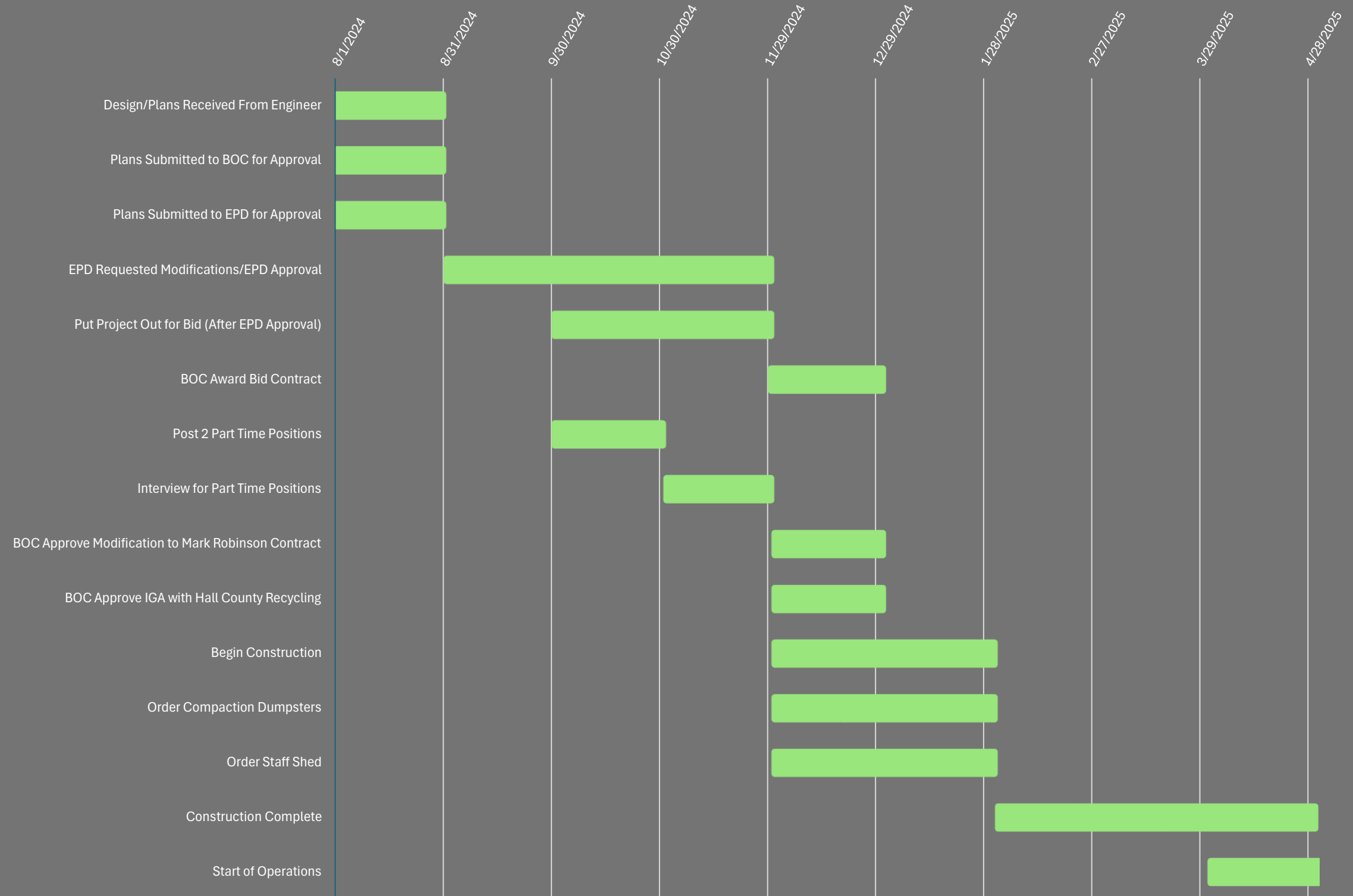


Lumpkin County, Georgia

Capital Projects

Date:	August 20, 2024
Agenda Item:	New Recycling Area Construction Documents/Plan Located at Transfer Station (Director of Operations Ashley Peck)
Item Description:	Consideration of construction documents/plan for the new recycling area at the transfer station.
Facts & Historical Information:	In 2021 Lumpkin County contracted with Mark Robinson Hauling to conduct the recycling program. In February 2023 the Board of Commissioners created a Recycling Committee and charged them with evaluating and presenting options to the Board of Commissioners for an affordable, efficient, and sustainable solution for recycling in Lumpkin County. The Committee presented their options and recommendations to the Board of Commissioners in September 2023. Those recommendations included utilizing an existing building on Red Oaks Flats Road to operate a recycling program. At the January 2024 Board Retreat the Board of Commissioners reviewed multiple options for the operations of a recycling program at the Red Oaks Flats Road location in consideration of the Recycling Committee's recommendations. In March 2024 staff was instructed to research and develop a plan to construct a recycling area at the transfer station located on Barlow Road. The plan would consist of a loop road located to the right of the existing scales. There would be area for compaction dumpsters to sort items for recycling and a dumpster for household garbage. The site would be staffed to assist citizens and ensure items were sorted correctly for recycling. Due to the location of the proposed recycling area being near the closed landfill it was determined that a post closure modification would need to be submitted to the EPD for approval. The post closure modification would require a set of construction documents to be submitted for approval. The Board of Commissioners contracted with CSC Design to create the construction documents for the proposed recycling area. CSC design has completed those documents. Staff is requesting approval of the construction documents and plan for the new recycling area and permission to submit documents to EPD for approval.
Potential Courses Of Action:	A. Approve the proposed plan and construction documents for the new recycling area and instruct staff to move forward with the project and submit the plans to EPD for approval. B. Do not approve the proposed plan and construction documents. C. Request modifications to the proposed plan and construction documents and have staff present the documents at a later date once the requested modifications have been made.
Budget Impact:	
Staff Recommendation:	Approve the construction documents/plan for the recycling area at the transfer station.

Recycling Timeline



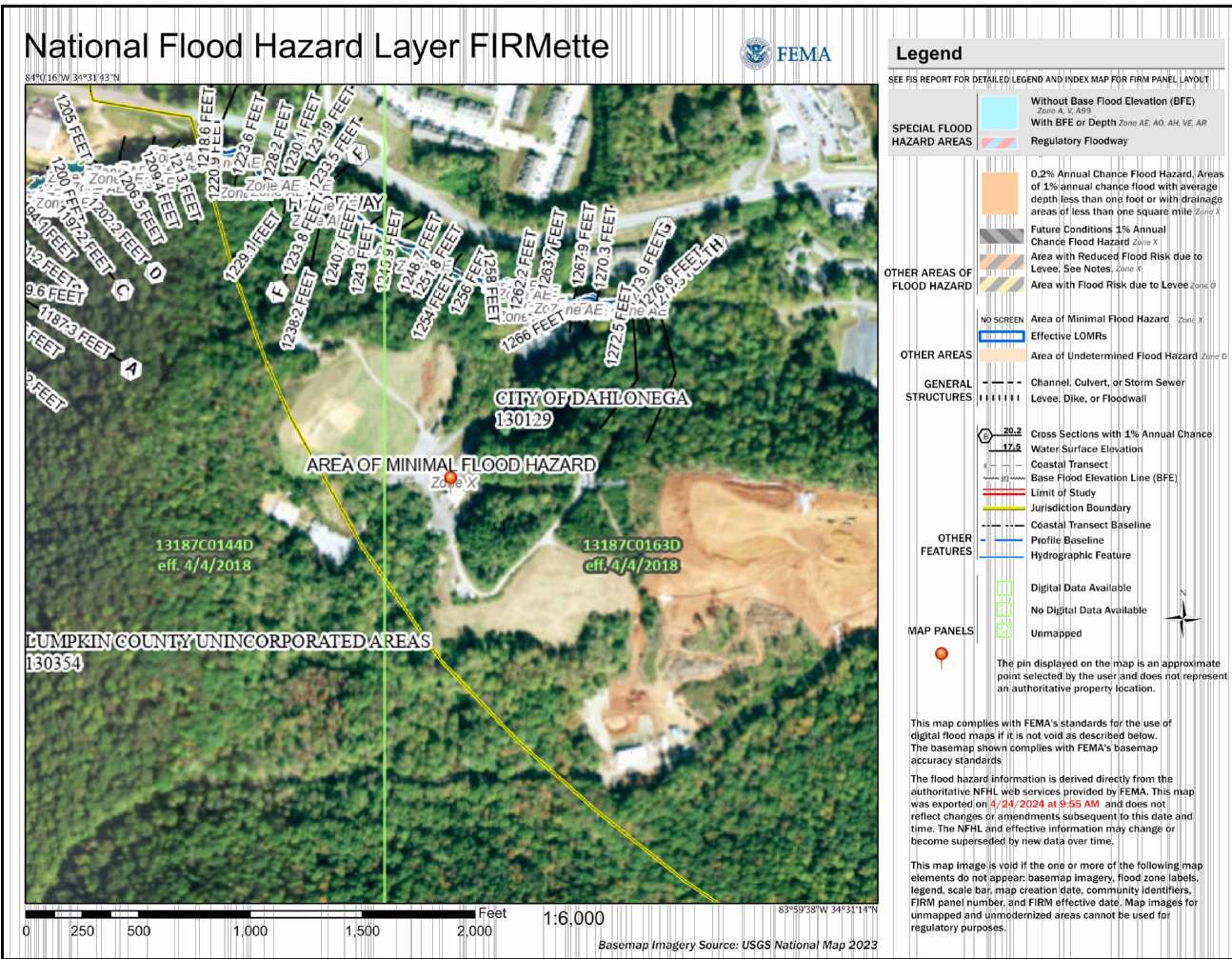
LUMPKIN COUNTY LANDFILL

SITE ADDRESS:
490 BARLOW ROAD

1. THIS PROJECT IS LOCATED IN LAND LOT(S) 860, 861, 820, & 821, 12TH DISTRICT, 1ST SECTION OF CITY OF DALLAS, LUMPKIN COUNTY, GA. PROPERTY IS ZONED R1/R2 AND IS CURRENTLY IN OPERATION AS A LANDFILL. THE PLANNED DEVELOPMENT FOR THIS PROPERTY IS A RECYCLING FACILITY ADDITION.
2. ALL IMPROVEMENTS TO CONFORM TO CITY OF LUMPKIN COUNTY CONSTRUCTION STANDARDS AND THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION.
3. CONTRACTOR TO NOTIFY LUMPKIN COUNTY INSPECTORS 24 HOURS BEFORE THE BEGINNING OF EVERY PHASE OF CONSTRUCTION.
4. THE AREA OF THE SITE TOTALS 43.83 ACRES. BOUNDARY INFORMATION IS BASED ON GROUND RUN BOUNDARY SURVEY BY LUMPKIN CO ENGINEERING, DATED FEBRUARY 08, 2017.
5. ALL WORK SHALL COMPLY WITH APPLICABLE STATE, FEDERAL, AND LOCAL CODES. THE CONTRACTOR AT HIS EXPENSE SHALL OBTAIN ALL NECESSARY LICENSES AND PERMITS.
6. ALL WORK SHALL BE PERFORMED IN A FINISHED WORKMANLIKE MANNER TO THE ENTIRE SATISFACTION OF THE OWNER AND IN ACCORDANCE WITH THE BEST-RECOGNIZED TRADE PRACTICES.
7. THE ENGINEER SHALL HAVE A MINIMUM OF 24 HOURS NOTICE PRIOR TO START-UP OF CONSTRUCTION. (770) 345-2578
8. DEVIATIONS FROM THESE PLANS AND SPECIFICATIONS WITHOUT PRIOR CONSENT OF THE ENGINEER MAY CAUSE FOR THE WORK TO BE UNACCEPTABLE TO THE ENGINEER.
9. THE CONTRACTOR WARRANTS THAT HIS EMPLOYEES, AGENTS, AND SUBCONTRACTORS POSSESS THE EXPERIENCE, KNOWLEDGE AND CHARACTER NECESSARY TO QUALIFY THE INDIVIDUAL FOR THE PARTICULAR CONSTRUCTION TECHNIQUES THEY PERFORM IN CONNECTION WITH THE TASKS TO BE PERFORMED UNDER THE CONTRACT. THE CONTRACTOR INSURES THAT ALL CONSTRUCTION IS PERFORMED IN ACCORDANCE WITH ALL OSHA, STATE, AND LOCAL HEALTH AND SAFETY CODES.
10. ALL DIMENSIONS SHOWN ARE MEASURED TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
11. STREET ENTRANCE MONUMENTS, IF PROVIDED, MUST BE IN PLACE PRIOR TO APPROVAL OF AN AS-BUILT. MONUMENTS MUST BE SET BACK 10' FROM R/W.
12. REQUIRED LANDSCAPING, IF ANY, MUST BE IN PLACE PRIOR TO THE APPROVAL OF AN AS-BUILT.
13. THERE ARE NO SIGNS PROPOSED FOR THE PROJECT DEVELOPMENT AT THIS TIME. IF ANY ARE, THE CONTRACTOR SHALL PROVIDE A PERMIT WILL BE REQUIRED FOR LUMPKIN COUNTY.
14. TOILET FACILITIES SHALL BE AVAILABLE FOR CONSTRUCTION WORKERS WITHIN 300' OF EACH SITE.
15. FRONT BSL:
FRONT BSL: 35'
SIDE BSL: 15'
REAR BSL: 15'
16. THERE IS NO EXTERIOR LIGHTING PROPOSED.
17. ALL UTILITIES ARE TO BE LOCATED UNDERGROUND.
18. APPROVAL OF THESE PLANS DOES NOT CONSTITUTE APPROVAL BY LUMPKIN COUNTY OF ANY LAND DISTURBING ACTIVITIES.
19. THERE IS NO PROPOSED BUILDING.
20. THERE ARE NO PROPOSED RETAINING WALLS FOR THIS PROJECT.
21. ALL CUTS IN PAVEMENT AND PAVEMENT EDGES ADJOINING NEW PAVEMENT SHALL BE SAW CUT. ALL RIGGS IN EXISTING PAVEMENT SHALL BE DOWELED WITH NO. 4 BARS SPACED 12-INCHES ON CENTER AND GROUTED.
22. ALL IRRIGATION METERS MUST HAVE RAIN SENSORS PER STATE LAW. NO IRRIGATION METERS PROPOSED

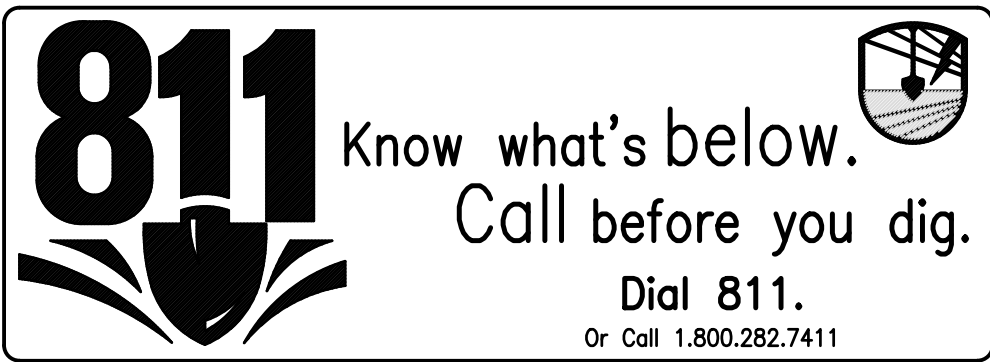


THESE PLANS ARE THE DEVELOPMENT OF PARCEL 030D 098-206 LOCATED AT 490 BARLOW ROAD IN THE LUMPKIN COUNTY. THE EXISTING SITE IS CURRENTLY A DEVELOPED AND OPERATIONAL LANDFILL. THE PROPOSED PROJECT IS FOR THE DEVELOPMENT OF THE LUMPKIN COUNTY RECYCLE CENTER .



1. THE EXISTING UTILITIES SHOWN ARE FOR CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATION AND SIZE OF THE EXISTING UTILITIES. THE CONTRACTOR IS TO VERIFY THE LOCATIONS AND SIZES OF ALL UTILITIES WITHIN THE LIMITS OF THE WORK PRIOR TO BEGINNING CONSTRUCTION. ALL DAMAGE MADE TO EXISTING UTILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
2. THE CONTRACTOR SHALL VERIFY EXISTING UTILITY LINE SIZE AND LOCATIONS PRIOR TO ANY SERVICE LINE INSTALLATION.
3. WATER MAINS SHALL CONFORM TO AT LEAST THE MINIMUM STANDARDS TO THE CITY OF DAHLGRENIA PUBLIC UTILITIES DEPARTMENT.
4. NEW FIRE HYDRANTS SHALL BE LOCATED WITHIN 3 FEET OF THE CURBLINE OF ALL STREETS, PRIVATE STREETS, OR FIRE LANES WHEN INSTALLED ALONG SUCH ACCESS WAYS.
5. D.I.P. TO BE CLASS 50 OR 350.
6. CERTIFICATE OF OCCUPANCY WILL NOT BE ISSUED UNTIL FINAL INSPECTIONS COMPLETED BY LOMPON COUNTY PLANNING AND DEVELOPMENT DEPARTMENT IN CONJUNCTION WITH THE LOMPON COUNTY FIRE MARSHAL.
7. WATER SOURCE IS CITY OF DAHLGRENIA PUBLIC UTILITIES DEPARTMENT.
8. SANITARY SEWER PROVIDED BY DAHLGRENIA PUBLIC UTILITIES DEPARTMENT.
9. CONTACT THE CITY OF DAHLGRENIA WATER AND SEWER INSPECTOR PRIOR TO WATER AND SEWER CONNECTIONS.

1. ALL FILL MATERIALS SHALL BE FREE OF ROOTS, ORGANIC MATERIAL, TRASH AND CONSIST ONLY OF ACCEPTABLE MATERIAL. ALL EMBANKMENTS SHALL BE PLACED IN ACCORDANCE WITH THE LINES AND GRADES INDICATED ON THE PLANS. ALL FILL MATERIAL SHALL BE COMPACTED TO A MINIMUM OF 95% OF THE MAXIMUM LABORATORY DRY DENSITY IN ACCORDANCE WITH THE STANDARD PROCTOR COMPACTION TEST (ASTM D-698) UNLESS OTHERWISE NOTED.
2. MAXIMUM CUT SLOPES SHALL BE 2 HORIZONTAL TO 1 VERTICAL.
3. FILL PLACEMENT TO BE PERFORMED IN ACCORDANCE WITH PROFESSIONAL GEOTECHNICAL ENGINEERING MONITORING AND FIELD RECOMMENDATIONS.
4. ALL DRAINAGE RELEASE AREAS MUST BE GRASSED AND PLACED WITH RIP-RAP AS NECESSARY TO CONTROL SOIL EROSION.
5. CONTRACTOR TO CLEAN OUT ACCUMULATED SILT IN STORM SEWER PIPE SYSTEM AT END OF CONSTRUCTION.
6. DETENTION POND, OUTLET CONTROL STRUCTURE, AND TEMPORARY SEDIMENT POND FEATURES ARE TO BE CONSTRUCTED AND FULLY OPERATIONAL PRIOR TO ANY OTHER CONSTRUCTION OR GRADING.
7. IRRIGATION SYSTEMS ARE PROHIBITED ON ALL EXISTING AND PROPOSED COUNTY RIGHT-OF-WAY AND CONSIDERED TO BE A VIOLATION OF THE COUNTY'S ORDINANCE PROHIBITING UNMUTATED RIGHT-OF-WAY ENCROACHMENTS.
8. TOTAL SITE AREA: 43.83 ACRES
IMPERVIOUS AREA: 0.00 ACRES
DISTURBED AREA: 1.9 ACRES
9. THERE WILL BE NO HAZARDOUS MATERIALS STORED ON THE SITE WHICH WILL REQUIRE A SPILL PREVENTION AND CONTAINMENT PLAN FOR THE PROPOSED SITE.
12. NOTIFY LUMPKIN COUNTY INSPECTOR 24 HOURS BEFORE THE BEGINNING PHASE OF CONSTRUCTION.



APPROVAL OF THESE PLANS BY LUMPKIN COUNTY IS SUBJECT TO, AND CONTINGENT UPON THE APPLICANT OBTAINING ANY AND ALL NECESSARY APPROVALS FROM ANY AND ALL APPLICABLE AGENCIES INCLUDING, BUT NOT LIMITED TO THE UNITED STATES ARMY CORP OF ENGINEERS, THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, THE USDA-NRCS, GEORGIA DEPARTMENT OF NATURAL RESOURCES, GEORGIA ENVIRONMENTAL PROTECTION DIVISION, AND THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION.

1. SILT BARRIERS TO BE PLACED AS SHOWN AND/OR AS DIRECTED BY THE LUMPKIN COUNTY SITE INSPECTOR.
2. ALL SILT BARRIERS MUST BE PLACED AS ORDERED IS OBTAINED DURING CLEARING. NO GRADING SHALL BE DONE UNTIL SILT BARRIER INSTALLATION IS COMPLETED. ALL FILL SLOPES MUST BE SILT FENCE AT THE TOE OF SLOPES.
3. THE CONTRACTOR SHALL FURNISH AND MAINTAIN ALL NECESSARY BARRICADES AROUND THE WORK AND SHALL PROVIDE PROTECTION AGAINST WATER DAMAGE AND EROSION.
4. EROSION AND SEDIMENTATION CONTROL MEASURES WILL BE CHECKED DAILY AND ANY DEFICIENCIES NOTED WILL BE CORRECTED BY THE END OF EACH DAY. ADDITIONAL EROSION & SEDIMENTATION CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY AFTER ON-SITE INSPECTION BY THE ISSUING AUTHORITY.
5. ALL EROSION CONTROL MEASURES SHALL BE CLEARED OUT BEFORE 1/3 FILL.
6. ALL DISTURBED AREAS TO BE GRASSED AS SOON AS CONSTRUCTION PHASES PERMIT.
7. EROSION CONTROL MEASURES ARE TO BE ACCOMPLISHED PRIOR TO ANY OTHER CONSTRUCTION OF THE SITE AND MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.
8. ALL DESIGNS WILL CONFORM TO AND ALL WORK WILL BE PERFORMED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE PUBLICATION ENTITLED "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" (LATEST EDITION).
9. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION CONTROL MEASURES AND PRACTICES PRIOR TO LAND-DISTURBING ACTIVITIES.
10. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.
11. THE INSTALLATION OF EROSION AND SEDIMENTATION CONTROL MEASURES AND PRACTICES SHALL OCCUR PRIOR TO OR CONCURRENT WITH LAND-DISTURBING ACTIVITIES.
12. SEDIMENT STORAGE MAINTENANCE INDICATORS MUST BE INSTALLED IN SEDIMENT STORAGE STRUCTURES, INDICATING THE 1/3 FILL VOLUME.
13. MAINTENANCE OF ALL SOIL EROSION AND SEDIMENTATION CONTROL MEASURES AND PRACTICES WHETHER TEMPORARY OR PERMANENT, SHALL BE AT ALL TIMES THE RESPONSIBILITY OF THE PROPERTY OWNER.
14. DEVELOPER SHALL CLEAN OUT ACCUMULATED SILT IN DETENTION POND AND DRAINAGE SYSTEMS AT THE END OF CONSTRUCTION WHEN DISTURBED AREAS HAVE BEEN STABILIZED.
15. THIS SITE DOES NOT HAVE STATE WATERWAYS REQUIRING UNDISTURBED BUFFERS OF 25' OR 50' THIS SITE DOES NOT CONTAIN WETLANDS.
16. ALL CUT AND FILL SLOPES MUST BE SURFACE ROUGHENED AND VEGETATED WITHIN FOURTEEN (14) DAYS OF THEIR CONSTRUCTION.
17. A 50 FOOT UNDISTURBED VEGETATIVE BUFFER ADJACENT TO ALL RUNNING STREAMS AND CREEKS WILL BE LEFT AND MAINTAINED.
18. THE ONLY MATERIAL TO BE BURIED ON-SITE IS VEGETATIVE MATERIAL, PROVIDED IT IS NOT BURIED WITHIN 100' OF ANY PROPERTY LINE, OR ENCLOSED STRUCTURE. CONSTRUCTION WASTE, SUCH AS METAL, SHALL BE BURIED IN A CONTAINER TO BE TAKEN TO A STATE APPROVED LANDFILL. ALL FILL SLOPES WILL HAVE SILT FENCE AT TOE OF SLOPE.
19. THIS PROPERTY IS LOCATED WITHIN A FLOOD ZONE AS PER FORM COUNTY PANEL NO. 13187016SD, DATED APRIL 4, 2018 CITY OF DALHOUSIE, GEORGIA.
20. PROPOSED SITE STORMWATER DOES NOT DISCHARGE INTO IMPERVED STREAM OR ONE MILE UPSTREAM OF AN IMPERVED STREAM.
21. THE METHOD OF PROFESSIONAL DESIGN SHALL APPEAR HEREON, CERTIFIED FOLLOWING (1) THE NATIONAL WETLAND INVENTORY MAPS HAVE BEEN CONSULTED; AND, (2) THE APPROPRIATE PLAN SHEET CHECKBOXES [X]DOES NOT INDICATE AREAS OF UNITED STATES ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS AS SHOWN ON THE MAPS; AND, (3) IF WETLANDS ARE INDICATED, THE LAND OWNER OR DEVELOPER HAS BEEN ADVISED THAT LAND DISTURBANCE OF PROTECTED WETLANDS SHALL NOT OCCUR UNLESS THE APPROPRIATE FEDERAL WETLANDS ALTERATION ("SECTION 404") PERMIT HAS BEEN OBTAINED.
22. LUMPKIN COUNTY ASSUMES NO RESPONSIBILITY FOR OVERFLOW OR EROSION OF NATURAL OR ARTIFICIAL DRAINS BEYOND THE EXTENT OF THE STREET RIGHT-OF-WAY OR FOR THE EXTENSION OF THE SECOND RAMP BEYOND THE EXTENT OF THE APPROVED AND RECORDED PL. LUMPKIN COUNTY DOES NOT ASSUME THE RESPONSIBILITY FOR THE MAINTENANCE OF PIPES IN DRAINAGE EASEMENTS BEYOND THE CITY RIGHT-OF-WAY.

- C-1 COVER SHEET
- C-2 EXISTING CONDITIONS
- C-3 SITE PLAN
- C-3A AREA OF INTEREST SITE PLAN
- C-4 GRADING PLAN
- ESPC-1 ES&PC NOTES
- ESPC-2 ES&PC NOTES
- ESPC-3 INITIAL ES&PC PLAN
- ESPC-4 INTERMEDIATE ES&PC PLAN
- ESPC-5 FINAL ES&PC PLAN
- ESPC-6 ES&PC DETAILS
- ESPC-7 ES&PC DETAILS
- C-5 CONSTRUCTION DETAILS
- C-6 SURVEY

<u>OWNED BY:</u>	<u>DEVELOPED BY:</u>
LUMPKIN COUNTY	LUMPKIN COUNTY
99 COURTHOUSE HILL SUITE A	99 COURTHOUSE HILL SUITE
DAHLONEGA, GEORGIA 30533	DAHLONEGA, GEORGIA 30533
ATTN: ASHLEY PECK	ATTN: ASHLEY PECK
(706) 482-2550	(706) 482-2550

24-HOUR CONTACT:
MR. RANDY ALLISON
(706) 864-3122

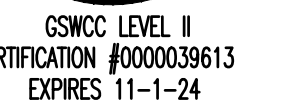
ENGINEER:

CSC DESIGN, INC.
135 P. RICKMAN DRIVE, SUITE 100
CANTON, GA 30115
ATTN: MR. MATTHEW ZIEG
(770) 345-2579

SURVEYOR:

LUMPKIN CO ENGINEERING
25 SHORT STREET
DAHLONEGA, GEORGIA 30533
PHONE (706) 884-8884

PIN: 061 034 D02
SITE AREA: 43.83 ACRES
DIST. AREA: 1.9 ACRES



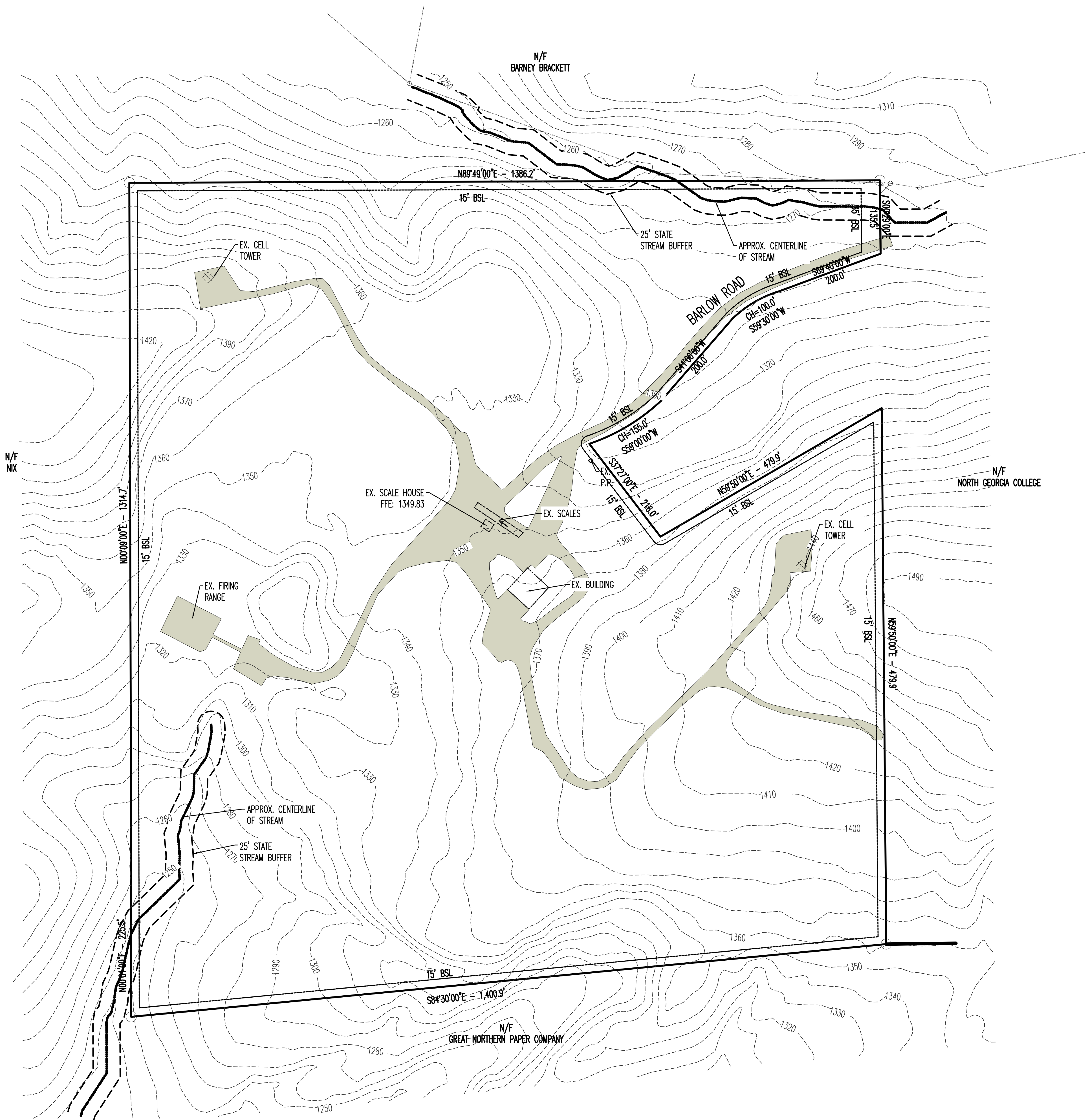
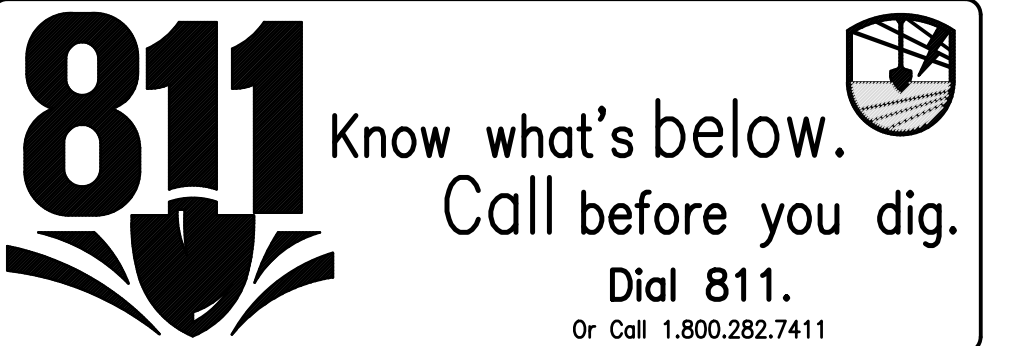
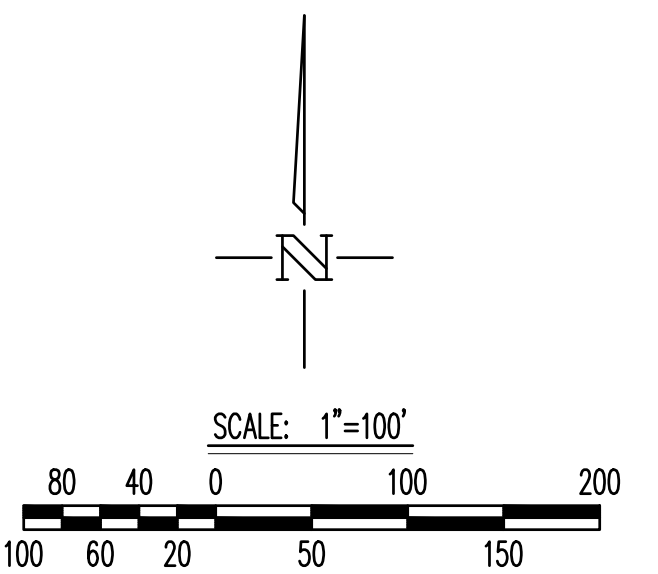
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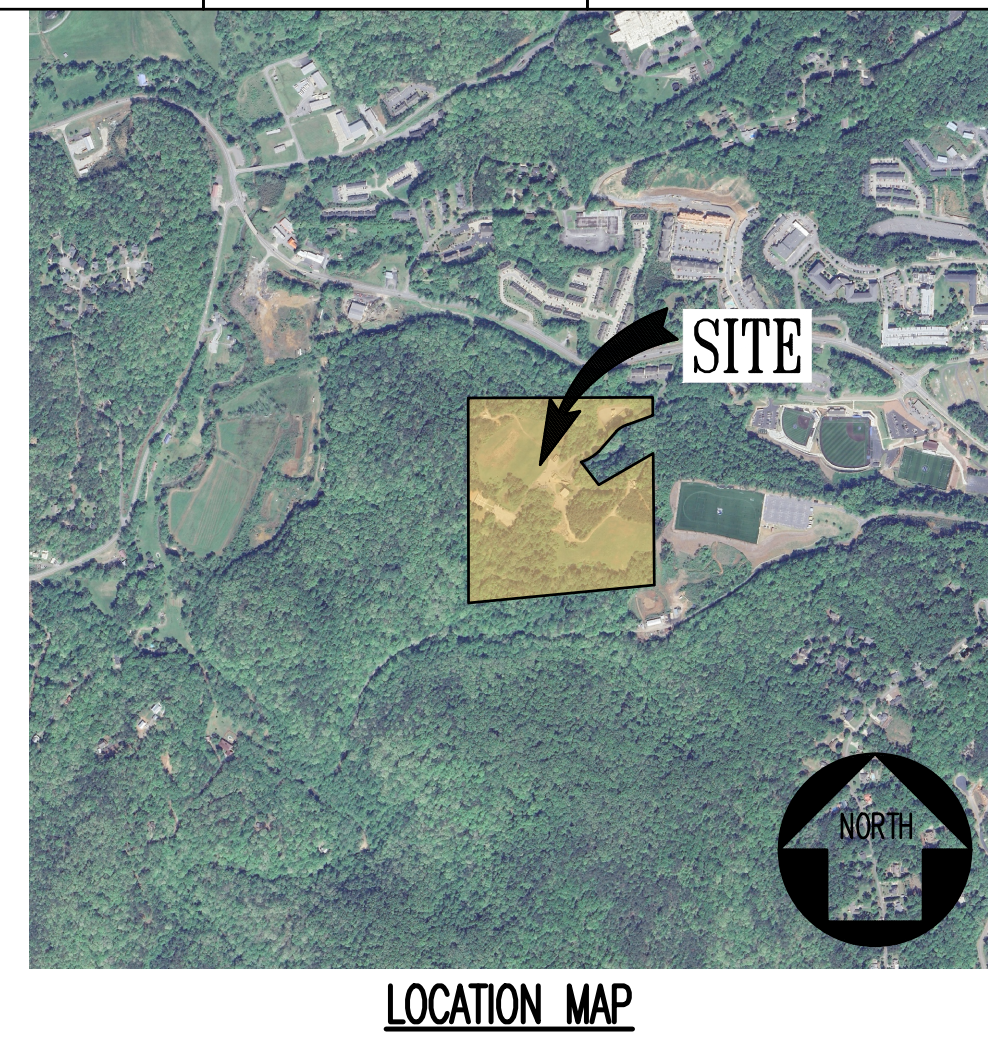
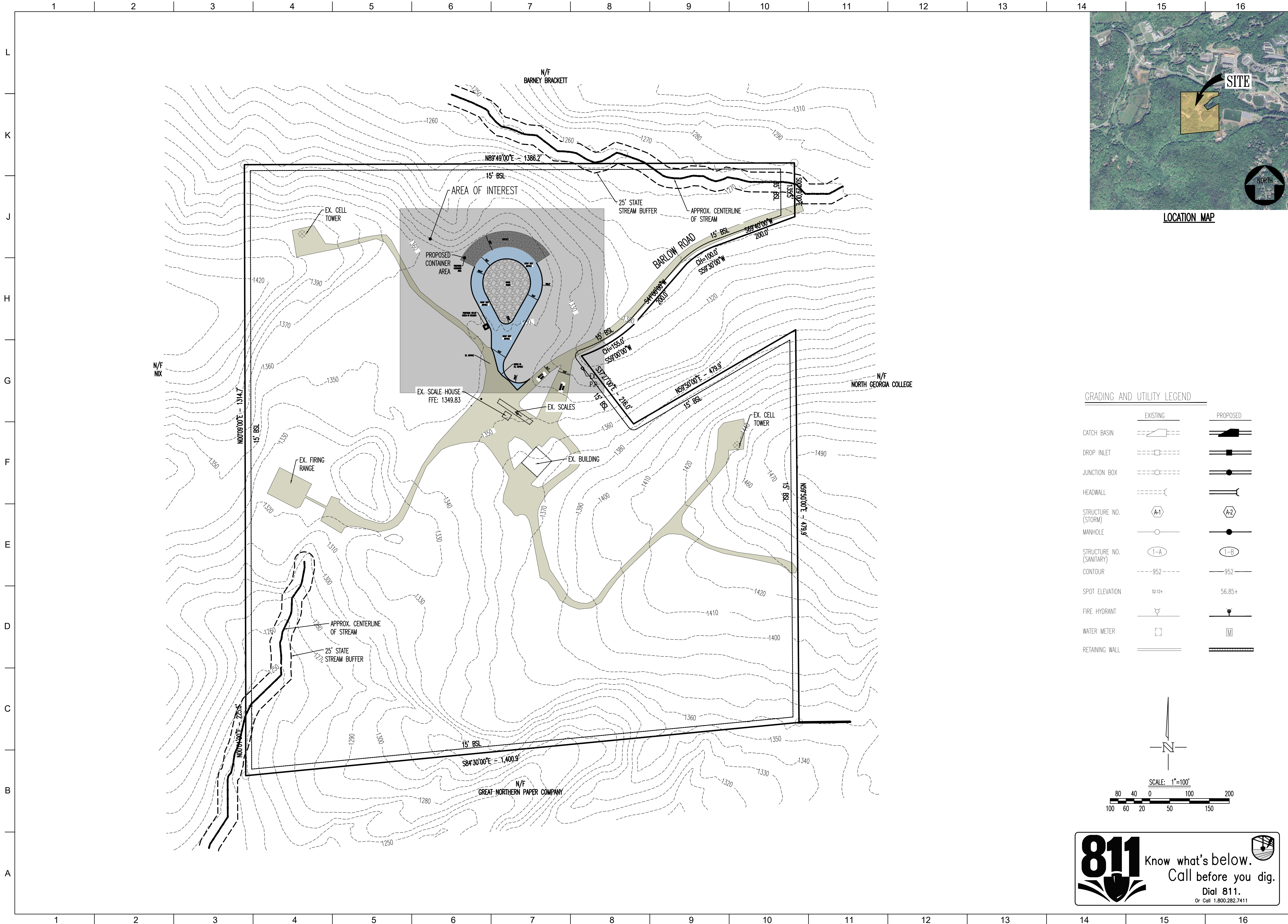
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LAND LOT(S) 860 & 861, 12th DISTRICT, 1st SECTION
CITY OF DAHLONEGA, LUMPKIN COUNTY

C-2

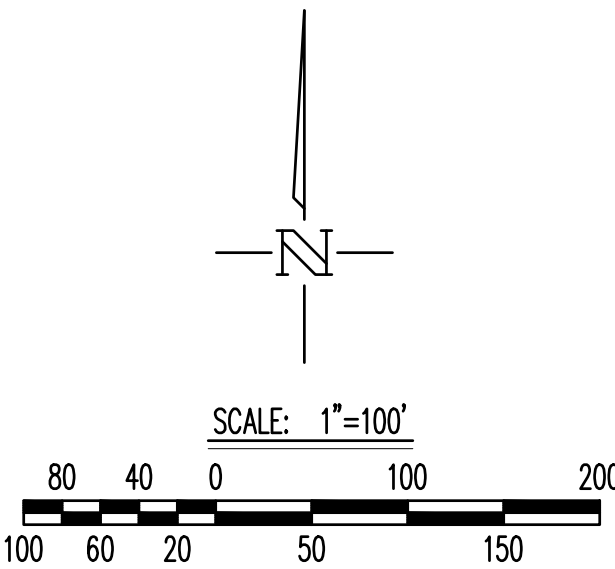
DATE: 08/06/2024





GRADING AND UTILITY LEGEND

	EXISTING	PROPOSED
CATCH BASIN		
DROP INLET		
JUNCTION BOX		
HEADWALL		
STRUCTURE NO. (STORM)		
MANHOLE		
STRUCTURE NO. (SANITARY)		
CONTOUR		
SPOT ELEVATION		
FIRE HYDRANT		
WATER METER		
RETAINING WALL		



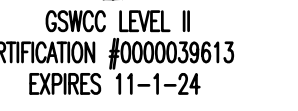
CSC DESIGN, INC.
ARCHITECTS & ENGINEERS
135 P. Rickman Industrial Dr.
Suite 100, Canton, GA 30115
(770) 345-2579

JOB:	23-037
DRW:	FRM
CHK:	MCZ
REVISIONS	
DATE	08/06/24
NUMBER	1
COMMENTS	LUMPKIN COUNTY SUBMITTAL

LUMPKIN COUNTY LANDFILL
490 BARLOW ROAD
LAND LOT(S) 860 & 861, 12th DISTRICT, 1st SECTION
CITY OF DAHLONEGA, LUMPKIN COUNTY

811 Know what's below.
Call before you dig.
Dial 811.
Or Call 1.800.282.7411

DATE: 08/06/2024



FR:	MCZ

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LAND LOT(S) 860 & 861, 12th DISTRICT, 1st SECTION
CITY OF DAHLONEGA, LUMPKIN COUNTY

C-3A

DATE: 08/06/2024



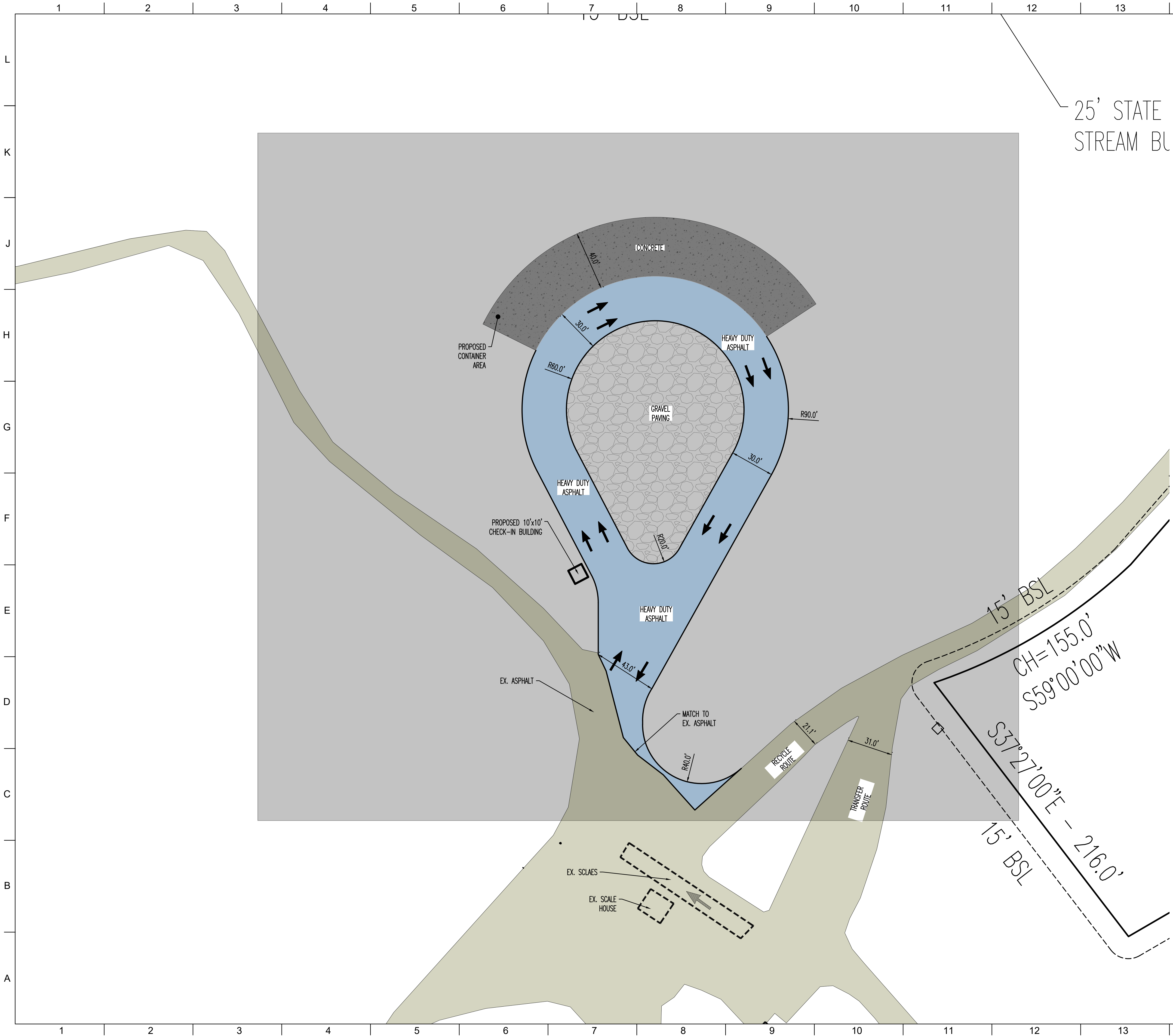
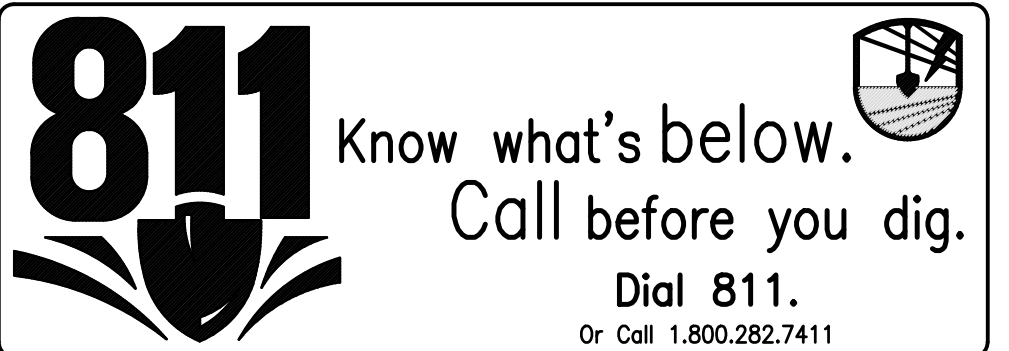
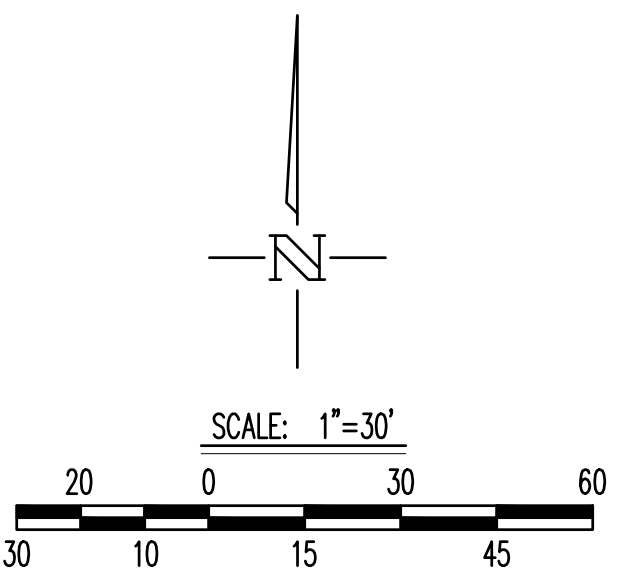
THESE DOCUMENTS REPRESENT THE PROPOSED DEVELOPMENT REQUEST BY THE INDICATED PROPERTY OWNER. PATTON LAND SURVEYING, LLC ASSUMES NO RESPONSIBILITY FOR THE IDENTIFICATION, LOCATION, AND/OR THE CLASSIFICATION OF ANY WATERS OF THE UNITED STATES AND/OR STATE WATERS LOCATED ON THIS SITE. IT IS THE RESPONSIBILITY OF THIS PROPERTY OWNER TO CONTACT THE APPROPRIATE REGULATORY AGENCY(S) FOR APPROVAL OF ANY WORK ASSOCIATED WITH WATERS OF THE UNITED STATES AND/OR STATE WATERS.

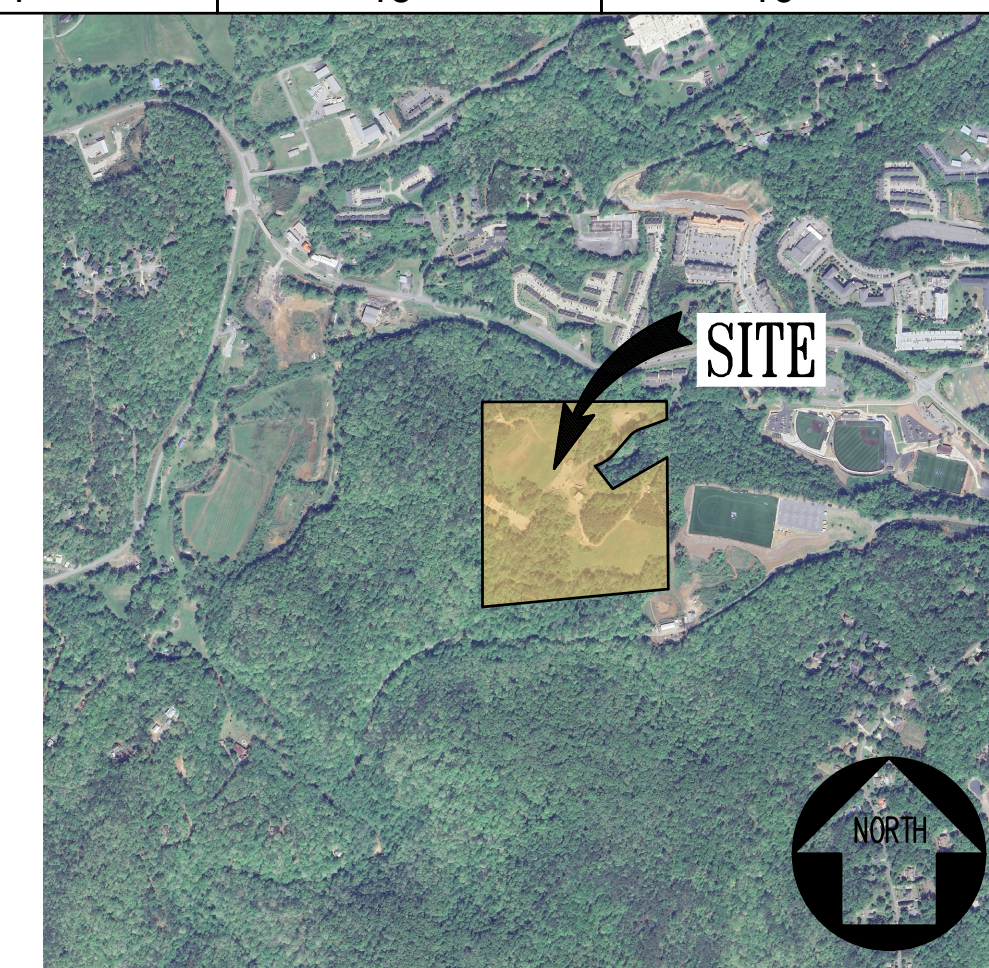
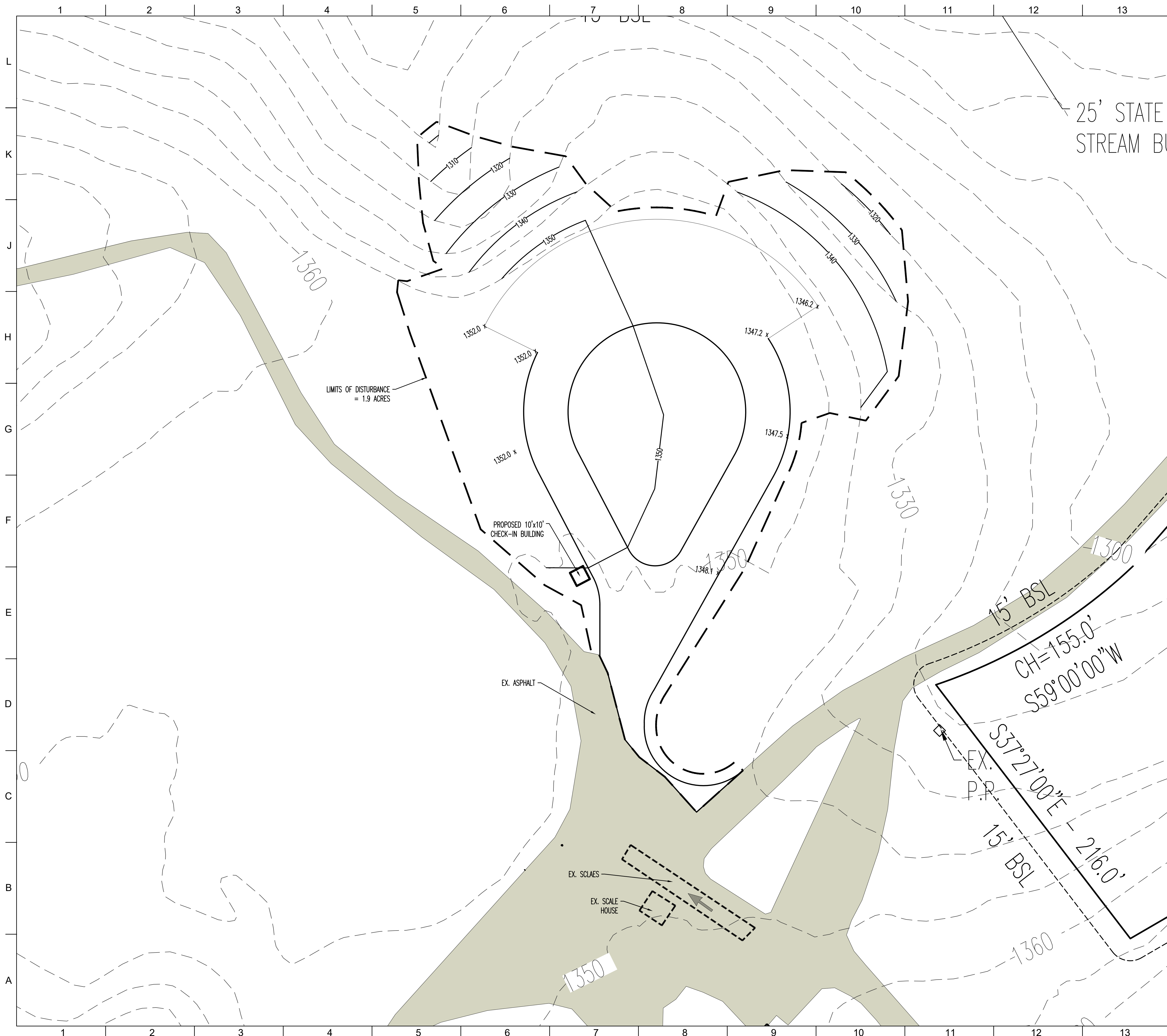
ALL WORK SHALL COMPLY WITH APPLICABLE STATE, FEDERAL AND LOCAL CODES, AND SHALL BE PERFORMED IN A FINISHED AND WORKMANLIKE MANNER TO THE ENTIRE SATISFACTION OF THE OWNER AND IN ACCORDANCE WITH THE BEST RECOGNIZED TRADE PRACTICES.

ALL NECESSARY LICENSES AND PERMITS SHALL BE OBTAINED BY THE CONTRACTOR AT HIS EXPENSE.

THE EXISTING UTILITIES SHOWN ARE FOR CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATION OR SIZE OF EXISTING UTILITIES. THE CONTRACTOR IS TO VERIFY THE LOCATIONS OF ALL UTILITIES AND SIZES WITHIN THE LIMITS OF THE WORK PRIOR TO BEGINNING CONSTRUCTION. ALL DAMAGE MADE TO THE EXISTING UTILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

DEVIATIONS FROM THESE PLANS AND SPECIFICATIONS WITHOUT THE PRIOR CONSENT OF THE ENGINEER MAY BE CAUSE FOR THE WORK TO BE UNACCEPTABLE TO THE ENGINEER.





LOCATION MAP

STANDARD NOTES

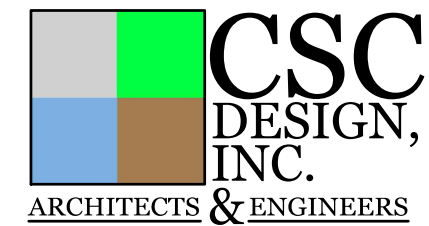
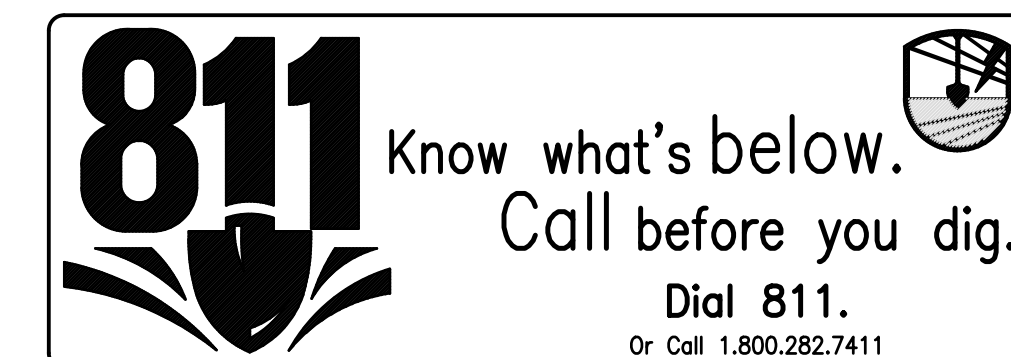
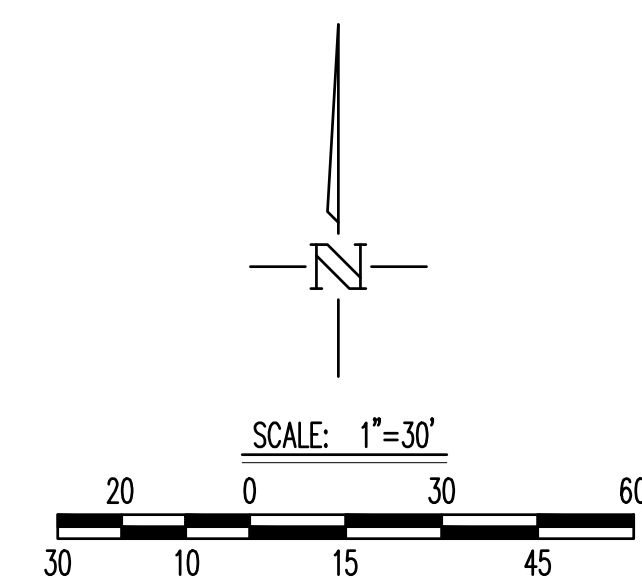
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DEVIATIONS FROM THESE PLANS AND SPECIFICATIONS WITHOUT THE PRIOR CONSENT OF THE ENGINEER MAY BE CAUSE FOR THE WORK TO BE UNACCEPTABLE TO THE ENGINEER.



135 P. Rickman Industrial Dr.
Suite 100, Canton, GA 30115
(770) 345-2579



GSWCC LEVEL II
CERTIFICATION #0000039613
EXPIRES 11-1-24

JOB:	23-037
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DRW:	FRM
CHK:	MCZ

[illegible]

LUMPKIN COUNTY LANDFILL

490 BARLOW ROAD
LAND LOT(S) 860 & 861, 12th DISTRICT, 1st SECTION
CITY OF DAHLONEGA, LUMPKIN COUNTY

GRADING PLAN

C-4

DATE: 08/06/2024

EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN, AND COMPREHENSIVE MONITORING PROGRAM FOR LUMPKIN COUNTY LANDFILL

24-HOUR CONTACT – MR. RANDY ALLISON

PHONE: (706) 864-3122

PERMIT COVERAGE

THIS PLACE HAS BEEN PREPARED TO MEET THE REQUIREMENTS UNDER THE STATE OF GEORGIA, DEPARTMENT OF NATURAL RESOURCES, ENVIRONMENTAL PROTECTION DIVISION (EPD), GENERAL PERMIT NO. 10000 FOR AUTHORIZATION TO DISCHARGE UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES), STORM WATER DISCHARGES ASSOCIATED CONSTRUCTION ACTIVITY.

ALL DISCHARGE COVERED BY THIS PERMIT SHALL BE COMPOSED ENTIRELY OF STORMWATER EXCEPT AS PROVIDED IN PART I-C-2 AND PART II-A.2 OF THIS PERMIT.

PERMIT PART I-C (ELIGIBILITY)

1. CONSTRUCTION ACTIVITIES. THIS PERMIT AUTHORIZES, SUBJECT TO THE CONDITIONS OF THIS PERMIT:

(A) ALL DISCHARGES OF STORMWATER ASSOCIATED WITH STAND ALONE CONSTRUCTION PROJECTS THAT WILL RESULT IN LAND DISTURBANCE EQUAL TO OR GREATER THAN (1) ACRE OCCURRING ON OR BEFORE, AND CONTINUING AFTER, THE EFFECTIVE DATE OF THIS PERMIT, (HENCEFORTH REFERRED TO AS EXISTING STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITIES) EXCEPT FOR DISCHARGES IDENTIFIED UNDER PART I.C.3;

(B) ALL DISCHARGES OF STORMWATER ASSOCIATED WITH COMMON PLANS OF DEVELOPMENT, OR OTHER CONSTRUCTION ACTIVITY WHERE THE PRIMARY PERMITTEE CHOOSES TO USE SECONDARY PERMITTEES, THAT WILL RESULT IN LAND DISTURBANCE EQUAL TO OR GREATER THAN ONE (1) ACRE OCCURRING AFTER THE EFFECTIVE DATE OF THIS PERMIT, (HENCEFORTH REFERRED TO AS STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITIES); AND

(C) COVERAGE UNDER THIS PERMIT IS NOT REQUIRED FOR DISCHARGES OF STORMWATER ASSOCIATED WITH MINOR LAND DISTURBING ACTIVITIES (SUCH AS HOME GARDENS AND INDIVIDUAL HOME LANDSCAPING, REPAIRS, MAINTENANCE WORK, FENCES AND OTHER RELATED ACTIVITIES WHICH RESULT IN MINOR SOIL EROSION) CONDUCTED OUTSIDE OF THE 25 FOOT BUFFER ALONG THE BANKS OF ALL STATE WATERS REQUIRING A BUFFER AND OUTSIDE OF THE 50 FOOT BUFFER ALONG THE BANKS OF ALL STATE WATERS CLASSIFIED AS "TRIBUT STREAMS" REQUIRING A BUFFER OF INDIVIDUAL RESIDENTIAL LOTS SOLD TO HOMEOWNERS WHERE ALL PLANNED CONSTRUCTION ACTIVITIES ON THAT LOT HAVE BEEN COMPLETED AND HAVE UNDERGONE FINAL STABILIZATION.

2. MIXED STORMWATER DISCHARGES. THIS PERMIT MAY ONLY AUTHORIZE A STORMWATER DISCHARGE FROM A CONSTRUCTION SITE OR CONSTRUCTION ACTIVITIES MIXED WITH A STORMWATER DISCHARGE FROM AN INDUSTRIAL SOURCE OR ACTIVITY OTHER THAN CONSTRUCTION WHERE:

(A) THE INDUSTRIAL SOURCE OR ACTIVITY OTHER CONSTRUCTION IS LOCATED ON THE SAME SITE WHERE CONSTRUCTION ACTIVITY AND IS AN INTEGRAL PART OF THE CONSTRUCTION ACTIVITY;

(B) THE STORMWATER ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITIES ARE OCCURRING ARE IN COMPLIANCE WITH THE TERMS OF THIS PERMIT; AND

(C) STORMWATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE AREAS OF THE SITE WHERE INDUSTRIAL ACTIVITY OTHER THAN CONSTRUCTION ARE OCCURRING ARE COVERED BY A DIFFERENT NPDES GENERAL PERMIT OR INDIVIDUAL PERMIT AUTHORIZING SUCH DISCHARGES AND THE DISCHARGES ARE IN COMPLIANCE WITH A DIFFERENT NPDES PERMIT.

3. LIMITATIONS ON COVERAGE. THE FOLLOWING STORMWATER DISCHARGES FROM CONSTRUCTION SITES ARE NOT AUTHORIZED BY THIS PERMIT:

(A) STORMWATER DISCHARGES ASSOCIATED WITH AN INDUSTRIAL ACTIVITY THAT ORIGINATE FROM THE SITE AFTER CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED AND THE SITE HAS UNDERGONE FINAL STABILIZATION;

(B) DISCHARGES THAT ARE MIXED WITH SOURCES OF NON-STORMWATER OTHER THAN DISCHARGES WHICH ARE IDENTIFIED IN PART II.A.2 OF THIS PERMIT AND WHICH ARE IN COMPLIANCE WITH PAR II.D.7, (NON-STORMWATER DISCHARGES) OF THIS PERMIT;

(C) STORMWATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY THAT ARE SUBJECT TO AN EXISTING NPDES INDIVIDUAL OR GENERAL PERMIT. SUCH DISCHARGES MAY BE AUTHORIZED UNDER THIS PERMIT AFTER AN EXISTING PERMIT EXPIRES PROVIDED THE EXISTING PERMIT DID NOT ESTABLISH NUMERIC LIMITATIONS FOR SUCH DISCHARGES; AND

(D) STORMWATER DISCHARGES FROM CONSTRUCTION SITES THAT THE DIRECTOR (EPD) HAS DETERMINED TO BE OR MAY REASONABLY BE EXPECTED TO BE CONTRIBUTING TO A VIOLATION OF A WATER QUALITY STANDARD.

4. COMPLIANCE WITH WATER QUALITY STANDARDS. NO DISCHARGES AUTHORIZED BY THIS PERMIT SHALL CAUSE VIOLATIONS OF GEORGIA'S IN-STREAM WATER QUALITY STANDARDS AS PROVIDED BY THE RULES AND REGULATIONS FOR WATER QUALITY CONTROL, CHAPTER 391-3-6-03.

PERMIT PART I-D (AUTHORIZATION)

1. ANY PERSON DESIRING COVERAGE UNDER THIS PERMIT MUST SUBMIT A NOTICE OF INTENT (NOI) TO THE EPD AND THE NOI MUST BE RECEIVED BY THE EPD IN ACCORDANCE WITH THE REQUIREMENTS OF PART I USING THE ELECTRONIC SUBMITTAL SERVICE PROVIDED BY THE EPD, IN ORDER FOR STORMWATER DISCHARGES FROM CONSTRUCTION SITES TO BE AUTHORIZED.

2. UNLESS NOTIFIED BY THE DIRECTOR TO THE CONTRARY, A PERMITTEE WHO SUBMITS AN NOI IN ACCORDANCE WITH THE REQUIREMENTS OF THIS PERMIT IS AUTHORIZED TO DISCHARGE STORMWATER FROM CONSTRUCTION SITES UNDER THE TERMS AND CONDITIONS OF THIS PERMIT FORTY-FOUR (44) DAYS AFTER THE DATE THAT THE NOI IS SUBMITTED AND CONFIRMATION OF SUBMITTAL IS RECEIVED. THE DIRECTOR MAY DENY COVERAGE UNDER THIS PERMIT IF AN APPLICATION FOR COVERAGE IS RECEIVED FOR AN INDIVIDUAL NPDES PERMIT OR ALTERNATIVE GENERAL NPDES PERMIT BASED ON A REVIEW OF THE NOI OR OTHER INFORMATION. SHOULD THE DIRECTOR DENY COVERAGE UNDER THIS PERMIT, COVERAGE UNDER THIS PERMIT IS AUTHORIZED UNTIL THE DATE SPECIFIED IN THE NOTICE OF DENIAL BY THE DIRECTOR.

3. WHERE A NEW PERMITTEE IS TO BEGIN WORK ON-SITE AFTER AN NOI TO THE FACILITY/CONSTRUCTION SITE HAS BEEN SUBMITTED, THAT NEW PERMITTEE MUST SUBMIT A NEW NOI IN ACCORDANCE WITH PART I.

PERMIT PART I-E (CONTINUING OBLIGATIONS OF PERMITTEES)

UNLESS AND UNTIL RESPONSIBILITY FOR A SITE COVERED UNDER THIS PERMIT IS PERMANENTLY TERMINATED OR OWNERSHIP CHANGES, ACCORDING TO THE TERMS OF THE PERMIT, THE CURRENT PERMITTEE REMAINS RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE TERMS OF THE PERMIT AND FOR ANY VIOLATIONS OF SUCH TERMS.

PERMIT PART II-D (MANAGEMENT PRACTICES AND PERMIT VIOLATIONS)

1. BEST MANAGEMENT PRACTICES (BMPs), AS SET FORTH IN THIS PERMIT, ARE REQUIRED FOR ALL CONSTRUCTION ACTIVITIES, AND MUST BE IMPLEMENTED IN ACCORDANCE WITH THE DESIGN SPECIFICATIONS CONTAINED IN THE "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" (MANUAL) PUBLISHED BY THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION AS OF JANUARY 1 OF THE YEAR IN WHICH THE LAND-DISTURBING ACTIVITY WAS PERMITTED TO PREVENT OR REDUCE THE POLLUTION OF WATERS OF GEORGIA, PROPER DESIGN, INSTALLATION, AND MAINTENANCE OF BEST MANAGEMENT PRACTICES SHALL CONSTITUTE A COMPLETE DEFENSE TO ANY ACTION BY THE DIRECTOR OR BY ANY OTHER ALLEGATION OF NONCOMPLIANCE WITH PART II.D.4 AND PART II.D.5.

2. EXCEPT AS REQUIRED TO INSTALL THE INITIAL SEDIMENT STORAGE REQUIREMENTS AND PERMITTER CONTROL BMPs AS DESCRIBED IN PART II.D.3, THE INITIAL SEDIMENT STORAGE REQUIREMENTS AND PERMITTER CONTROL BMPs MUST BE INSTALLED AND IMPLEMENTED PRIOR TO CONDUCTING ANY OTHER CONSTRUCTION ACTIVITIES (E.G., CLEARING, GRUBBING AND GRADING) WITHIN THE CONSTRUCTION SITE OR WHEN APPLICABLE, WITHIN PHASED SUB-PARTS OR SEGMENTS OF THE CONSTRUCTION SITE. FAILURE TO COMPLY SHALL CONSTITUTE A VIOLATION OF THIS PERMIT FOR EACH DAY ON WHICH CONSTRUCTION ACTIVITIES OCCUR. THE DESIGN PROFESSIONAL WHO PREPARED THE PLAN MUST INSPECT THE INITIAL SEDIMENT STORAGE REQUIREMENTS AND PERMITTER CONTROL BMPs IN ACCORDANCE WITH PART II.A.5, WITHIN SEVEN (7) DAYS AFTER INSTALLATION.

3. FAILURE TO PROPERLY DESIGN, INSTALL, OR MAINTAIN BEST MANAGEMENT PRACTICES SHALL CONSTITUTE A VIOLATION OF THIS PERMIT FOR EACH DAY ON WHICH FAILURE OCCURS. BMP MAINTENANCE AS A RESULT OF THE PERMITTEE'S ROUTINE INSPECTIONS SHALL NOT BE CONSIDERED A VIOLATION FOR THE PURPOSES OF THIS PARAGRAPH. IF DURING THE COURSE OF THE PERMITTEE'S ROUTINE INSPECTION BMP FAILURES ARE OBSERVED WHICH HAVE RESULTED IN SEDIMENT DEPOSITION INTO WATERS OF THE STATE, THE PERMITTEE SHALL CORRECT THE BMP FAILURES AND SHALL SUBMIT A SUMMARY OF THE VIOLATIONS TO EPD IN ACCORDANCE WITH PART II.A.2 OF THIS PERMIT.

4. A DISCHARGE OF STORMWATER RUNOFF FROM DISTURBED AREAS WHERE BEST MANAGEMENT PRACTICES HAVE NOT BEEN PROPERLY DESIGNED, INSTALLED, AND MAINTAINED SHALL CONSTITUTE A SEPARATE VIOLATION FOR EACH DAY ON WHICH SUCH DISCHARGE RESULTS IN THE TURBIDITY OF THE RECEIVING WATERS (E.G., TRIBUT STREAMS) BEING INCREASED BY MORE THAN TEN (10) NEPHELOMETRIC TURBIDITY UNITS FOR WATERS CLASSIFIED AS TRIBUT STREAMS OR MORE THAN TWENTY-FIVE (25) NEPHELOMETRIC TURBIDITY UNITS FOR WATERS SUPPORTING WATERSHEDS OF A PERMITTEE'S RESIDENTIAL WATERSHED. THIS VIOLATION SHALL BE COVERED BY THIS PARAGRAPH SHALL NOT APPLY TO ANY LAND DISTURBANCE ASSOCIATED WITH THE CONSTRUCTION OF SINGLE-FAMILY HOMES WHICH ARE NOT PART OF A SUBDIVISION OR PLANNED COMMON DEVELOPMENT UNLESS FIVE (5) ACRES OR MORE HAVE BEEN DISTURBED.

5. WHEN THE PERMITTEE HAS ELECTED TO SAMPLE OUTFALL(S), THE DISCHARGE OF STORMWATER RUNOFF FROM DISTURBED AREAS WHERE THE BEST MANAGEMENT PRACTICES HAVE NOT BEEN PROPERLY DESIGNED, INSTALLED, AND MAINTAINED SHALL CONSTITUTE A SEPARATE VIOLATION FOR EACH DAY ON WHICH SUCH CONVICTION RESULTS IN THE TURBIDITY OF THE DISCHARGE EXCEEDING THE VALUE SELECTED FROM APPENDIX B APPLICABLE TO THE CONSTRUCTION SITE AS SET FORTH THEREIN. THE NEPHELOMETRIC TURBIDITY UNIT (NTU) VALUE SHALL BE SELECTED FROM APPENDIX B BASED UPON THE SIZE OF THE CONSTRUCTION SITE, THE SURFACE WATER DRAINAGE AREA AND WHETHER THE RECEIVING WATERS(S) SUPPORTS WARM WATER FISHERIES OR IS A TRIBUT STREAM AS INDICATED IN THE RULES AND REGULATIONS FOR WATER QUALITY CONTROL, CHAPTER 391-3-6.

6. WHEREVER A PERMITTEE FINDS THAT A BMP HAS FAILED OR IS DEFICIENT (BEYOND ROUTINE MAINTENANCE) AND HAS RESULTED IN SEDIMENT DEPOSITION INTO WATERS OF THE STATE, THE PERMITTEE SHALL IMMEDIATELY TAKE ALL REASONABLE STEPS TO ADDRESS THE CONDITION, INCLUDING CLEANING UP, ANY CONTAMINATED SURFACES SO THE MATERIAL WILL NOT DISCHARGE IN SUBSEQUENT STORM EVENTS. THE PERMITTEE SHALL SUBMIT A SUMMARY OF THE VIOLATIONS TO EPD IN ACCORDANCE WITH PART II.A.2 OF THIS PERMIT AND SHALL CORRECT SUCH BMP AS FOLLOWS:

(A) WHEN THE REPAIR DOES NOT REQUIRE A NEW OR REPLACEMENT BMP OR SIGNIFICANT REPAIR, THE BMP FAILURE OR DEFICIENCY MUST BE REPAIRED WITHIN TWO (2) BUSINESS DAYS FROM THE TIME OF DISCOVERY;

(B) WHEN THE REPAIR REQUIRES A NEW OR REPLACEMENT BMP OR SIGNIFICANT REPAIR, THE INSTALLATION OF THE NEW OR MODIFIED BMP MUST BE COMPLETED AND THE BMP MUST BE OPERATIONAL, 60 NO LATER THAN SEVEN (7) DAYS FROM THE TIME OF DISCOVERY. IF IT IS INFEASIBLE TO COMPLETE THE INSTALLATION OR REPAIR WITHIN SEVEN (7) DAYS, THE PERMITTEE MUST DOCUMENT WHY IT IS INFEASIBLE TO COMPLETE THE INSTALLATION OR REPAIR WITHIN THE SEVEN (7) DAY TIMEFRAME AND DOCUMENT THE SCHEDULE FOR INSTALLING OR REPAIRING THE BMPs AND MAKING THE BMPs OPERATIONAL (AS SOON AS FEASIBLE AFTER THE SEVEN (7) DAY TIMEFRAME.

HAZARDOUS WASTES

ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL, STATE, AND/OR FEDERAL REGULATIONS AND BY THE MANUFACTURER OF SUCH PRODUCTS. THE JOB SITE SUPERINTENDENT, WHO WILL ALSO BE RESPONSIBLE FOR SEEING THAT THESE PRACTICES ARE FOLLOWED, WILL INSTRUCT SITE PERSONNEL IN THESE PRACTICES. MATERIAL SAFETY DATA SHEETS (MSDS'S) FOR EACH SUBSTANCE WITH HAZARDOUS PROPERTIES THAT IS USED ON THE JOB SITE WILL BE OBTAINED AND USED FOR THE PROPER MANAGEMENT OF POTENTIAL WASTES THAT MAY RESULT FROM THESE PRODUCTS. AN MSDS WILL BE POSTED IN THE IMMEDIATE AREA WHERE SUCH PRODUCT IS STORED AND/OR USED AND ANOTHER COPY OF EACH MSDS WILL BE MAINTAINED IN THE ESOP FILE AT THE JOB SITE CONSTRUCTION TRAILER OFFICE. EACH EMPLOYEE WHO MUST HANDLE A SUBSTANCE WITH HAZARDOUS PROPERTIES WILL BE INSTRUCTED ON THE USE OF MSDS SHEETS AND THE SPECIFIC INFORMATION IN THE APPLICABLE MSDS FOR THE PRODUCT HE/SHE IS USING, PARTICULARLY REGARDING SPILL CONTROL TECHNIQUES.

THE CONTRACTOR WILL IMPLEMENT THE SPILL PREVENTION CONTROL AND COUNTERMEASURES (SPOC) PLAN FOUND WITHIN THIS ESOPC AND WILL TRAIN ALL PERSONNEL IN THE PROPER CLEANUP AND HANDLING OF SPILLED MATERIALS. NO SPILLED HAZARDOUS MATERIALS OR HAZARDOUS WASTES WILL BE ALLOWED TO COME IN CONTACT WITH STORMWATER DISCHARGES. IF SUCH CONTACT OCCURS, THE STORMWATER DISCHARGE WILL BE CONTAINED ON SITE UNTIL APPROPRIATE MEASURES IN COMPLIANCE WITH STATE AND FEDERAL REGULATIONS ARE TAKEN TO DISPOSE OF SUCH CONTAMINATED STORMWATER. IT SHALL BE THE RESPONSIBILITY OF THE JOB SITE SUPERINTENDENT TO PROPERLY TRAIN ALL PERSONNEL IN THE USE OF THE SPOC PLAN.

SANITARY WASTES

A MINIMUM OF ONE PORTABLE SANITARY UNIT WILL BE PROVIDED FOR EVERY TEN (10) WORKERS ON THE SITE. ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS AND REMOVED FROM THE SITE BY A LICENSED PORTABLE FACILITY PROVIDER IN COMPLETE COMPLIANCE WITH LOCAL AND STATE REGULATIONS.

ALL SANITARY WASTE MUST BE LOCATED IN AN AREA WHERE THE LIKELIHOOD OF THE UNIT CONTRIBUTING TO STORM WATER DISCHARGE IS NEGLIGIBLE. ADDITIONAL CONTAMINATION BMPs MUST BE IMPLEMENTED, SUCH AS GRAVEL BARS OR SPECIALLY DESIGNED PLASTIC SOD CONTAINERS AROUND THE BARS, TO PREVENT WASTES FROM CONTRIBUTING TO STORM WATER DISCHARGES. THE LOCATION OF SANITARY WASTE UNITS MUST BE IDENTIFIED ON THE EROSION CONTROL PLAN GRADING PHASE (INTERMEDIATE PHASE) BY THE CONTRACTOR ONCE THE LOCATIONS HAVE BEEN DETERMINED.

SANITARY SEWER WILL BE PROVIDED BY MUNICIPAL AUTHORITY SYSTEM AT THE COMPLETION OF THIS PROJECT.

OFFSITE VEHICLE TRACKING

A STABILIZED CONSTRUCTION EXIT HAS BEEN PROVIDED TO HELP REDUCE VEHICLE TRACKING OF SEDIMENT. SEE EROSION CONTROL DETAIL SHEET(S) FOR CONSTRUCTION EXIT LOCATION AND DETAILS. THE PAVED STREET ADJACENT TO THE SITE EXIT WILL BE INSPECTED DAILY FOR TRACKING OF MUD, DIRT OR ROCK DUMP THROUGH HAULING MATERIAL FROM THE CONSTRUCTION SITE WILL BE COVERED WITH A TARP/AULC.

SPILL PREVENTION

PRACTICES SUCH AS GOOD HOUSEKEEPING, PROPER HANDLING OF HAZARDOUS PRODUCTS AND PROPER SPILL CONTROL PRACTICES WILL BE FOLLOWED TO REDUCE THE RISK OF SPILL AND SPILLS FROM DISCHARGING INTO STORMWATER RUNOFF.

WASTE MATERIALS

ALL WASTE MATERIALS WILL BE COLLECTED AND STORED IN A SECURELY LOCKED METAL DUMPSTER. THE DUMPSTER WILL NOT BE USED FOR SOLID WASTE WASTE MANAGEMENT REGULATIONS. ALL TRUCKS AFTER CONSTRUCTION DEPARTS FROM THE SITE, MUST BE DEPOSITED IN THE DUMPSTER. THE DUMPSTER WILL BE EMPTIED A MINIMUM OF ONCE PER WEEK OR MORE OFTEN IF NECESSARY AND TRASH WILL BE HAULED AS REQUIRED BY LOCAL REGULATIONS. NO CONSTRUCTION WASTE WILL BE BURIED.

ALL PERSONNEL WILL BE INSTRUCTED ON PROPER PROCEDURES FOR WASTE DISPOSAL. A NOTICE STATING THESE PRACTICES WILL BE PASTED AT THE JOB SITE AND THE CONTRACTOR WILL BE RESPONSIBLE FOR SEEING THAT THESE PROCEDURES ARE FOLLOWED.

OTHER COMMENTS

NO WASTE WILL BE DISPOSED OF INTO STORM WATER INLETS OR WATERS OF THE STATE.

PERMIT PART IV-D.4 (INSPECTIONS)

(1) EACH DAY WHEN ANY TYPE OF CONSTRUCTION ACTIVITY HAS TAKEN PLACE AT THE PRIMARY PERMITTEE'S SITE, CERTIFIED PERSONNEL, PROVIDED BY THE PRIMARY PERMITTEE, SHALL INSPECT: (A) ALL AREAS OF THE PRIMARY PERMITTEE'S SITE WHERE PETROLEUM PRODUCTS ARE STORED, USED, OR HANDLED FOR SPILLS AND LEAKS FROM VEHICLES AND EQUIPMENT AND (B) ALL LOCATIONS AT THE PRIMARY PERMITTEE'S SITE WHERE VEHICLES ENTER OR EXIT THE SITE FOR EVIDENCE OF OFF-SITE SEDIMENT TRACKING. THESE INSPECTIONS MUST BE CONDUCTED UNTIL A NOTICE OF TERMINATION IS SUBMITTED.

(2) MEASURE AND RECORD RAINFALL WITHIN DISTURBED AREAS OF THE SITE THAT HAVE NOT MET FINAL STABILIZATION ONCE EVERY 24 HOURS EXCEPT (1) ANY NON-WORKING SATURDAY, NON-WORKING SUNDAY AND NON-WORKING FEDERAL HOLIDAY. THE DATA COLLECTED FOR THE PURPOSE OF COMPLIANCE WITH THIS PERMIT SHALL BE REPRESENTATIVE OF THE MONITORED ACTIVITY. MEASUREMENT OF RAINFALL MAY BE SUSPENDED IF ALL AREAS OF THE SITE UNDERGOING FINAL STABILIZATION OR ESTABLISHED A CROP OF ANNUAL VEGETATION AND SEEDING OF TARGET PERENNIALS APPROPRIATE FOR THE REGION.

(3) CERTIFIED PERSONNEL (PROVIDED BY THE PRIMARY PERMITTEE) SHALL INSPECT THE FOLLOWING AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.5 INCHES OR GREATER (UNLESS SUCH STORM CHIEFS AFTER 5:00 PM ON ANY FRIDAY OR ON ANY NON-WORKING SATURDAY, NON-WORKING SUNDAY OR ANY NON-WORKING FEDERAL HOLIDAY IN WHICH CASE THE INSPECTION SHALL BE COMPLETED BY THE END OF THE NEXT BUSINESS DAY AND/OR WORKING DAY, WHICHEVER OCCURS FIRST): (A) DISTURBED AREAS OF THE PRIMARY PERMITTEE'S CONSTRUCTION SITE; (B) AREAS USED BY THE PRIMARY PERMITTEE FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION; AND (C) STRUCTURAL CONTROL MEASURES. EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN APPLICABLE TO THE PRIMARY PERMITTEE'S SITE SHALL BE OBSERVED TO ENSURE THAT THEY ARE OPERATING CORRECTLY. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATERS(S). FOR AREAS OF A SITE THAT HAVE UNDERGONE FINAL STABILIZATION OR ESTABLISHED A CROP OF ANNUAL VEGETATION AND A SEEDING OF TARGET PERENNIALS APPROPRIATE FOR THE REGION, THE PERMITTEE MUST COMPLY WITH PART II.D.4.4.(A). THESE INSPECTIONS MUST BE CONDUCTED UNTIL A NOTICE OF TERMINATION IS SUBMITTED.

(4) CERTIFIED PERSONNEL (PROVIDED BY THE PRIMARY PERMITTEE) SHALL INSPECT AT LEAST ONCE A MONTH DURING THE TERM OF THIS PERMIT (I.E., UNTIL A NOTICE OF TERMINATION HAS BEEN SUBMITTED) AREAS OF THE SITE THAT HAVE UNDERGONE FINAL STABILIZATION OR ESTABLISHED A CROP OF ANNUAL VEGETATION AND A SEEDING OF TARGET PERENNIALS APPROPRIATE FOR THE REGION. THESE AREAS SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM AND THE RECEIVING WATERS(S). EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN SHALL BE OBSERVED TO ENSURE THAT THEY ARE OPERATING CORRECTLY. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATERS(S).

(5) BASED ON THE RESULTS OF EACH INSPECTION, THE SITE DESCRIPTION AND THE POLLUTION PREVENTION AND CONTROL MEASURES IDENTIFIED IN THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN, THE PLAN SHALL BE REVISED AS APPROPRIATE NOT LATER THAN SEVEN (7) CALENDAR DAYS FOLLOWING EACH INSPECTION. IMPLEMENTATION OF SUCH CHANGES MUST BE MADE AS SOON AS PRACTICAL, BUT IN NO CASE LATER THAN SEVEN (7) CALENDAR DAYS FOLLOWING EACH INSPECTION.

(6) A REPORT OF EACH INSPECTION THAT INCLUDES THE NAME(S) OF PERSONNEL MAKING EACH INSPECTION, THE DATE(S) OF EACH INSPECTION, CONSTRUCTION PHASE (I.E., INITIAL, INTERMEDIATE, OR FINAL), MAJOR OBSERVATIONS RELATING TO THE IMPLEMENTATION OF THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN, AND ACTIONS TAKEN IN ACCORDANCE WITH PART II.D.4.4.(5). IF THE PERMIT SHALL BE MADE AND RETAINED AT THE SITE OR BE READILY AVAILABLE AT A DESIGNATED ALTERNATE LOCATION UNTIL THE ENTIRE SITE OR THAT PORTION OF A CONSTRUCTION PROJECT THAT HAS BEEN PHASED HAS UNDERGONE FINAL STABILIZATION AND A NOTICE OF TERMINATION IS SUBMITTED TO THE EPD, SUCH REPORTS SHALL BE READILY AVAILABLE BY THE END OF THE SECOND BUSINESS DAY AND/OR WORKING DAY AND SHALL IDENTIFY ALL INCIDENTS OF BEST MANAGEMENT PRACTICES THAT HAVE NOT BEEN PROPERLY INSTALLED AND/OR MAINTAINED AS DESCRIBED IN THE PLAN. WHERE THE REPORT DOES NOT IDENTIFY ANY INCIDENTS, THE INSPECTION REPORT SHALL CONTAIN A CERTIFICATION THAT THE BEST MANAGEMENT PRACTICES ARE IN COMPLIANCE WITH THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN. THE REPORT SHALL BE SIGNED IN ACCORDANCE WITH PART II.G.2 OF THIS PERMIT.

PERMIT PART IV-D.5 (MAINTENANCE)

THE PLAN SHALL INCLUDE A DESCRIPTION OF PROCEDURES TO ENSURE THE TIMELY MAINTENANCE OF VEGETATION, EROSION AND SEDIMENT CONTROL MEASURES AND OTHER PROTECTIVE MEASURES IDENTIFIED IN THE SITE PLAN.

CONSTRUCTION EXITS SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OF FLOW OF MUD INTO PUBLIC RIGHT-OF-WAY. THIS MAY BEACH PERIODIC TOP DRESSING WITH FRESH TOP SOIL OR OTHER MATERIALS TO REPAIR AND/OR CLEANUP OF ANY STRUCTURES TO TRAP SEDIMENT, ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES OR SITE INTO ROADWAYS OR INTO STORM DRAINAGE MUST BE REMOVED IMMEDIATELY.

RETROFIT STRUCTURES SHALL BE KEPT CLEAR OF TRASH AND DEBRIS. THIS WILL REQUIRE CONTINUOUS MONITORING AND MAINTENANCE, WHICH INCLUDES SEDIMENT REMOVAL WHEN ONE-THIRD OF THE SEDIMENT STORAGE HAS BEEN LOST.

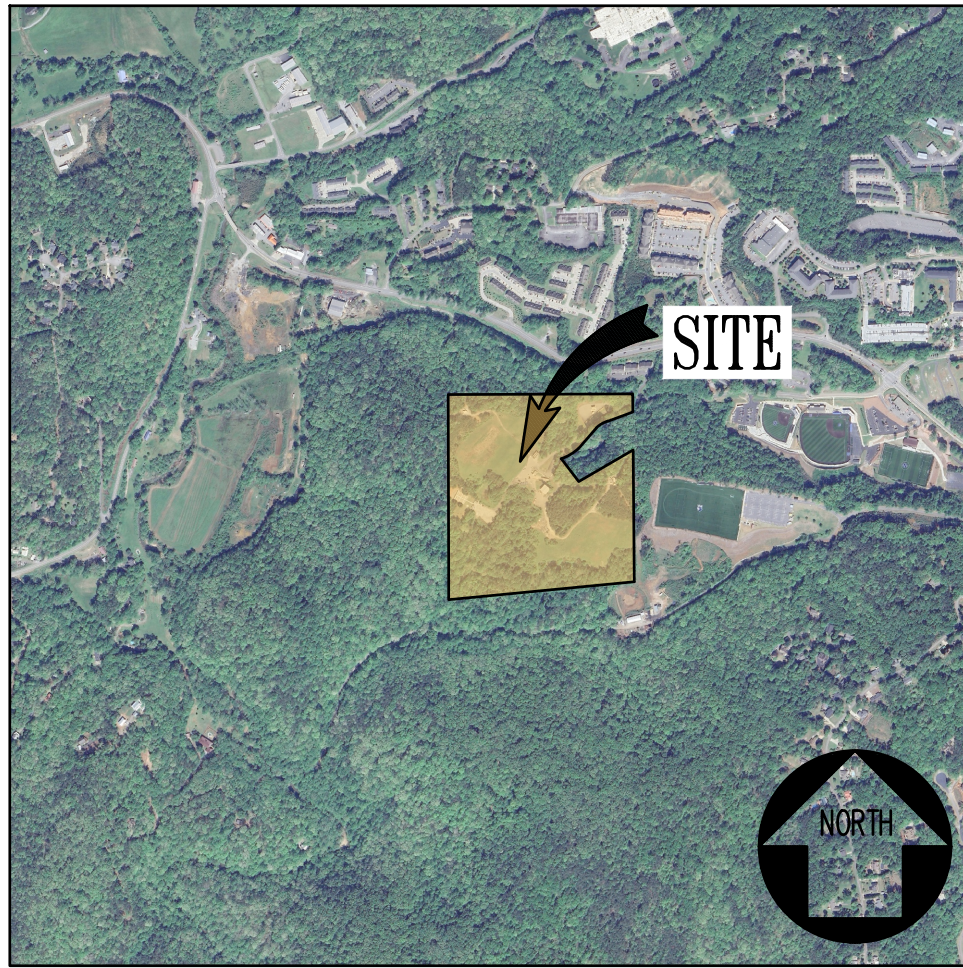
SEDIMENT SHALL BE REMOVED FROM SEDIMENT TRAPS WHEN THE SEDIMENT HAS ACCUMULATED TO ONE-HALF THE HEIGHT OF THE TRAP. SEDIMENT SHALL BE REMOVED FROM CURB INLET PROTECTION IMMEDIATELY FOR EXHAUSTED INLET SEDIMENT TRAPS. SEDIMENT SHALL BE REMOVED WHEN ONE-HALF OF THE SEDIMENT STORAGE CAPACITY HAS BEEN LOST TO SEDIMENT ACCUMULATION.

SEDIMENT SHALL NOT BE WASHED INTO THE INLET. IT SHALL BE REMOVED FROM THE SEDIMENT TRAP AND DISPOSED OF AND STABILIZED SO THAT IT WILL NOT ENTER THE INLET, AGAIN.

WHEN THE CONTRIBUTING DRAINAGE AREA HAS BEEN PERMANENTLY STABILIZED, ALL MATERIALS AND ANY SEDIMENT SHALL BE REMOVED, AND EITHER SALVAGED OR DISPOSED OF PROPERLY. THE DISTURBED AREA MUST BE BROUGHT TO PROPER GRADE, THEN SMOOTHED AND COMPACTED, APPROPRIATELY STABILIZED, ALL DISTURBED AREAS AROUND THE INLET.

REPAIR ALL DAMAGES CAUSED TO TEMPORARY SEDIMENT BASINS BY SOIL EROSION OR CONSTRUCTION EQUIPMENT AT OR BEFORE THE END OF EACH WORKING DAY. SEDIMENT SHALL BE REMOVED FROM THE BASIN WHEN IT REACHES THE SPOTFED DISTANCE BELOW THE TOP OF THE REPAIR. SEDIMENT SHALL NOT ENTER ADJACENT STREAMS OR DRAINAGE WAYS DURING SEDIMENT REMOVAL OR DISPOSAL. THE SEDIMENT SHALL NOT BE DEPOSITED DOWNSTREAM FROM THE EMBANKMENT, ADJACENT TO A STREAM OR FLOODPLAIN.

INSPECT RIPRAP OUTLET STRUCTURES AFTER HEAVY RAINS TO SEE IF ANY EROSION AROUND OR BELOW THE RIPRAP HAS TAKEN PLACE OR IF STONES HAVE BEEN DISLOADED. IMMEDIATELY MAKE ALL NEEDED REPAIRS TO PREVENT FURTHER DAMAGE.



LOCATION MAP

PERMIT PART IV-D.5 (MAINTENANCE) <CONTINUED>

ROUGHENED AREAS SHALL BE SEEDED AND MULCHED AS SOON AS POSSIBLE TO OBTAIN OPTIMUM SEED GERMINATION AND SEEDING GROWTH.

MULCH OR TEMPORARY GRASSING SHALL BE APPLIED TO ALL EXPOSED AREAS WITHIN 14 DAYS OF DISTURBANCE. MULCH CAN BE USED AS A SINGLE-EROSION CONTROL DEVICE FOR UP TO SIX MONTHS, BUT IT SHALL BE APPLIED AT THE APPROPRIATE DEPTH, DEPENDING ON THE MATERIAL USED, AND/OR, AND HAVE A CONTINUOUS SOIL COVER GREATER OF THE SOIL SURFACE.

MAINTENANCE SHALL BE REQUIRED TO MAINTAIN APPROPRIATE DEPTH AND SOIL COVER. TEMPORARY VEGETATION MAY BE EMPLOYED INSTEAD OF MULCH IF THE AREA WILL REMAIN UNDISTURBED FOR LESS THAN SIX MONTHS. IF AN AREA WILL REMAIN UNDISTURBED FOR GREATER THAN SIX MONTHS, PERMANENT VEGETATIVE TECHNIQUES SHALL BE EMPLOYED.

PERMIT PART IV-D.6 (SAMPLING REQUIREMENTS)

THIS PERMIT REQUIRES THE MONITORING OF NEPHELOMETRIC TURBIDITY IN RECEIVING WATER(S) OR OUTFALLS IN ACCORDANCE WITH THIS PERMIT. THIS PARAGRAPH SHALL NOT APPLY TO ANY LAND DISTURBANCE ASSOCIATED WITH THE CONSTRUCTION OF SINGLE-FAMILY HOMES WHICH ARE NOT PART OF A SUBDIVISION OR PLANNED COMMON DEVELOPMENT UNLESS FIVE (5) ACRES OR MORE WILL BE DISTURBED. THE FOLLOWING PROCEDURES CONSTITUTE EPD'S GUIDELINES FOR SAMPLING TURBIDITY.

A. SAMPLING REQUIREMENTS SHALL INCLUDE THE FOLLOWING:

1. A USGS TOPOGRAPHIC MAP, A TOPOGRAPHIC MAP OR A DRAWING (REFERRED TO AS A TOPOGRAPHIC MAP) THAT IS A SCALE EQUAL TO OR MORE DETAILED THAN A 1:24,000 MAP SHOWING THE LOCATION OF THE SITE OR THE STAND ALONE CONSTRUCTION; (A) THE LOCATION OF ALL PERENNIAL AND INTERMITTENT STREAMS AND OTHER WATER BODIES AS SHOWN ON A USGS TOPOGRAPHIC MAP, AND ALL OTHER PERENNIAL AND INTERMITTENT STREAMS AND OTHER WATER BODIES LOCATED DURING MANDATORY FIELD VERIFICATION, INTO WHICH THE STORMWATER IS DISCHARGED; AND (B) THE RECEIVING WATER AND/OR OUTFALL SAMPLING LOCATIONS. WHEN THE PERMITTEE HAS CHOSEN TO USE A USGS TOPOGRAPHIC MAP AND THE RECEIVING WATER(S) IS NOT SHOWN ON THE USGS TOPOGRAPHIC MAP, THE LOCATION OF THE RECEIVING WATER(S) MUST BE HAND-DRAWN ON THE USGS TOPOGRAPHIC MAP FROM WHERE THE STORMWATER ENTERS THE RECEIVING WATER(S) TO THE POINT WHERE THE RECEIVING WATER(S) COMING WITH THE FIRST BLUE LINE STREAM SHOWN ON THE USGS TOPOGRAPHIC MAP.

2. A WRITTEN NARRATIVE OF SITE SPECIFIC ANALYTICAL METHODS USED TO COLLECT, HANDLE AND ANALYZE THE SAMPLES INCLUDING QUALITY CONTROL/QUALITY ASSURANCE PROCEDURES. THIS NARRATIVE MUST INCLUDE PRECISE SAMPLING METHODOLOGY FOR EACH SAMPLING LOCATION.

3. WHEN THE PERMITTEE HAS DETERMINED THAT SOME OR ALL OUTFALLS WILL BE SAMPLED, A RATIONALE MUST BE INCLUDED ON THE PLAN FOR THE NTU LIMIT(S) SELECTED FROM APPENDIX B. THIS RATIONALE MUST INCLUDE THE SIZE OF THE CONSTRUCTION SITE, THE CALCULATION OF THE SIZE OF THE SURFACE WATER DRAINAGE AREA, AND THE TYPE OF RECEIVING WATER(S) (I.E., TRIBUT STREAM OR SUPPORTING WARM WATER FISHERIES); AND

4. ANY ADDITIONAL INFORMATION EPD DETERMINES NECESSARY TO BE PART OF THE PLAN, EPD WILL PROVIDE WRITTEN NOTICE TO THE PERMITTEE OF THE INFORMATION NEEDED AND THE TIME LINE FOR SUBMITAL.

B. SAMPLE TYPE

ALL SAMPLING SHALL BE CONDUCTED BY "GRAB SAMPLES" AND THE ANALYSIS OF THESE SAMPLES MUST BE CONDUCTED IN ACCORDANCE WITH METHODOLOGY AND TEST PROCEDURES ESTABLISHED BY 40 CFR PART 136 (UNLESS OTHER TEST PROCEDURES HAVE BEEN APPROVED). THE CHARGE DOCUMENT TITLED "WATERS STORM WATER SAMPLING GUIDANCE DOCUMENT, EPA 833-82-002-007" AND GUIDANCE DOCUMENTS THAT MAY BE PREPARED BY THE EPD/

(1) SAMPLE COLLECTIONS SHOULD BE LABELED PRIOR TO COLLECTING THE SAMPLES.
(2) SAMPLES SHOULD BE WELL MIXED BEFORE TRANSFERRING TO A SECONDARY CONTAINER.
(3) LARGE WATERS, WELL CLEANED AND RINSED GLASS OR PLASTIC JARS SHOULD BE USED FOR COLLECTING SAMPLES. THE JARS SHOULD BE CLEANED THOROUGHLY TO AVOID CONTAMINATION.
(4) MANUAL, AUTOMATIC OR RISING STAKE SAMPLING MAY BE UTILIZED. SAMPLES REQUIRED BY THIS PERMIT SHOULD BE ANALYZED IMMEDIATELY, BUT IN NO CASE LATER THAN 48 HOURS AFTER COLLECTION. HOWEVER, SAMPLES FROM AUTOMATIC SAMPLERS MUST BE COLLECTED NO LATER THAN THE NEXT BUSINESS DAY AFTER THEIR ACCUMULATION, UNLESS FLOW THROUGH AUTOMATED ANALYSIS IS UTILIZED. IF AUTOMATIC SAMPLING IS UTILIZED AND THE AUTOMATIC SAMPLER IS NOT ACTIVATED DURING THE QUALIFYING EVENT, THE PERMITTEE MUST UTILIZE MANUAL SAMPLING OR RISING STAKE SAMPLING DURING THE NEXT QUALIFYING EVENT. DUTION OF SAMPLES IS NOT REQUIRED. SAMPLES MAY BE ANALYZED DIRECTLY WITH A PROPERLY CALIBRATED TURBIDIMETER. SAMPLES ARE NOT REQUIRED TO BE COOLED.
(5) SAMPLING AND ANALYSIS OF THE RECEIVING WATERS(S) OR OUTFALLS BEYOND THE MINIMUM FREQUENCY STATED IN THIS PERMIT MUST BE REPORTED TO EPD AS SPECIFIED IN PART IV.E.

C. SAMPLING POINTS

(1) FOR CONSTRUCTION ACTIVITIES THE PRIMARY PERMITTEE MUST SAMPLE ALL RECEIVING WATER(S), OR ALL OUTFALLS, OR A COMBINATION OF RECEIVING WATER(S) AND OUTFALLS. SAMPLES TAKEN FOR THE PURPOSE OF COMPLIANCE WITH THIS PERMIT SHALL BE REPRESENTATIVE OF THE MONITORED ACTIVITY OR REPRESENTATIVE OF THE WATER QUALITY OF THE RECEIVING WATER(S) AND/OR THE STORMWATER OUTFALLS USING THE FOLLOWING MINIMUM GUIDELINES:

(A) THE UPSTREAM SAMPLE FOR EACH OF THE RECEIVING WATERS(S) MUST BE TAKEN IMMEDIATELY UPSTREAM OF THE CONFLUENCE OF THE FIRST STORMWATER DISCHARGE FROM THE PERMITTED ACTIVITY (I.E., THE DISCHARGE FARTHEST UPSTREAM AT THE SITE) BUT DOWNSTREAM OF ANY OTHER STORMWATER DISCHARGES NOT ASSOCIATED WITH THE PERMITTED ACTIVITY. WHERE APPROPRIATE, SEVERAL UPSTREAM SAMPLES FROM ACROSS THE RECEIVING WATER(S) MAY NEED TO BE TAKEN AND THE ARITHMETIC AVERAGE OF THE TURBIDITY OF THESE SAMPLES USED FOR THE UPSTREAM TURBIDITY VALUE.
(B) THE DOWNSTREAM SAMPLE FOR EACH RECEIVING WATER(S) MUST BE TAKEN DOWNSTREAM OF THE CONFLUENCE OF THE LAST STORMWATER DISCHARGE FROM THE PERMITTED ACTIVITY (I.E., THE DISCHARGE FARTHEST DOWNSTREAM AT THE SITE) BUT UPSTREAM OF ANY OTHER STORMWATER DISCHARGE NOT ASSOCIATED WITH THE PERMITTED ACTIVITY. WHERE APPROPRIATE, SEVERAL DOWNSTREAM SAMPLES FROM ACROSS THE RECEIVING WATER(S) MAY NEED TO BE TAKEN AND THE ARITHMETIC AVERAGE OF THE TURBIDITY OF THESE SAMPLES USED FOR THE DOWNSTREAM TURBIDITY VALUE.

(C) IDEALLY THE SAMPLES SHOULD BE TAKEN FROM THE HORIZONTAL AND VERTICAL CENTER OF THE RECEIVING WATER(S) OR THE STORMWATER OUTFALL CHANNEL(S).

(D) CARE SHOULD BE TAKEN TO AVOID STIRRING THE BOTTOM SEDIMENTS IN THE RECEIVING WATER(S) OR IN THE OUTFALL STORMWATER CHANNEL.

(E) THE SAMPLING CONTAINER SHOULD BE HELD SO THAT THE OPENING FACES UPSTREAM.

(F) THE SAMPLES SHOULD BE KEPT FREE FROM FLOATING DEBRIS.

(G) PERMITTEES TO NOT HAVE TO SAMPLE SHEET FLOW THAT FLOWS INTO UNDISTURBED NATURAL AREAS OR AREAS STABILIZED BY THE PROJECT. FOR PURPOSES OF THIS SECTION, STABILIZED SHALL MEAN FOR UNPAVED AREAS AND AREAS NOT COVERED BY PERMANENT STRUCTURES AND AREAS LOCATED OUTSIDE THE WASTE DISPOSAL LIMITS OF A LANDFILL CELL THAT HAS BEEN CURBED BY THE EPD FOR WASTE DISPOSAL LIMITS. 100% OF THE SOIL SURFACE IS UNIFORMITY COVERED IN PERMANENT VEGETATION WITH A DENSITY OF 70% OR GREATER, OR LANDSCAPED ACCORDING TO THE PLAN (UNIFORMITY COVERED WITH LANDSCAPING MATERIALS IN PLANNED LANDSCAPED AREAS), OR EQUIVALENT PERMANENT STABILIZATION MEASURES AS DEFINED IN THE MANUAL (INCLUDING A CROP OF ANNUAL VEGETATION AND A SEEDING OF TARGET CROP PERENNIALS APPROPRIATE FOR THE REGION).

COMPREHENSIVE MONITORING PROGRAM (CMP)

PROPERTY SITE AREA = 43.83 ACRES (0.06848 SQ MI)

DISTURBED SITE AREA = 1.9 ACRES (0.00296 SQ MI)

SURFACE WATER DRAINAGE AREA (UNNAMED TRIBUTARY OF CANE CREEK) = 102.72 ACRES (0.161 SQ MI)

MONITORING LOCATION #1

NAME OF RECEIVING WATERS: UN-NAMED TRIBUTARY OF CANE CREEK

TYPE OF RECEIVING WATERS = TRIBUTARY TRIBUT STREAMS

ALLOWABLE NEPHELOMETRIC TURBIDITY UNITS (NTU) = 50

APPENDIX B – NEPHELOMETRIC TURBIDITY UNIT (NTU) TABLES – WARM WATER (SUPPORTING WW FISHERIES)

SITE SIZE, ACRES	SURFACE WATER DRAINAGE AREA, SQUARE MILES							
	0-4.99	5-5.99	10-24.99	25-49.99	50-99.99	100-249.99	250-499.99	500+
1.00-10	75	100	200	400	750	750	750	750
10.01-25	50	100	100	200	300	500	750	750
25.01-50	50	50	100	100	200	300	750	750
50.01-100	50	50	50	100	100	150	300	600
100+	50	50	50	50	50	100	200	100

PEAK DISCHARGE FLOW AT SAMPLING LOCATION

[illegible]

LUMPKIN COUNTY LANDFILL

490 BARLOW ROAD
LAND LOT(S) 860 & 861, 12th DISTRICT, 1st SECTION
CITY OF DAHLONEGA, LUMPKIN COUNTY

INITIAL
ES&PC
PHASE

ESPC-3

DATE: 08/06/2024



LOCATION MAP

MAP UNIT	SOIL NAME	SLOPE
MuE2	MUSELLA COBBLY LOAM	MODERATE
RbE3	RABUN CLAY LOAM	GENTLE/MODERATE
RdE	RABUN LOAM	GENTLE/MODERATE
HSD	HIWASSEE LOAM	GENTLE
HSC	HIWASSEE LOAM	GENTLE
MCG	MUSELLA COBBLY LOAM	STEEP
MCE	MUSELLA COBBLY LOAM	GENTLE/MODERATE
Toc	TOCOA SANDY LOAM	GENTLE
WgD	WICKHAM FINE SANDY LOAM	GENTLE/MODERATE

SOILS INFORMATION OBTAINED FROM FORSYTH COUNTY SOIL SURVEY

NOTE: DISTURBED AREA AROUND PERIMETER OF PROJECT AREAS TO BE TREATED FOR SEDIMENT STORAGE BY USE OF Sd1-S SEDIMENT BARRIER.

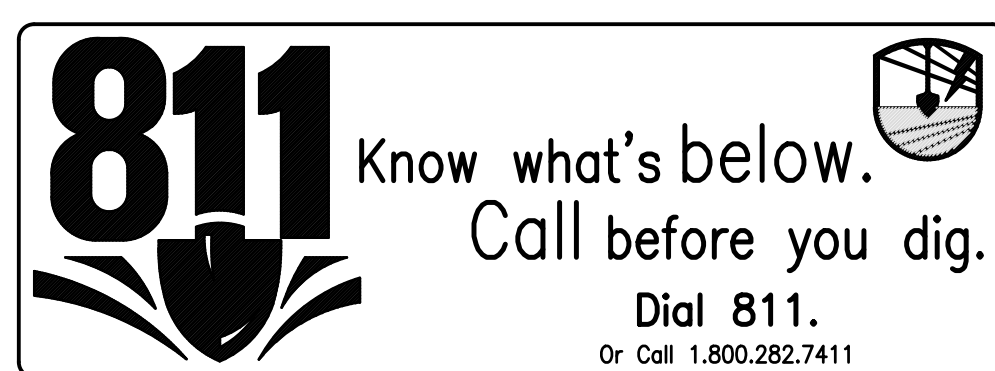
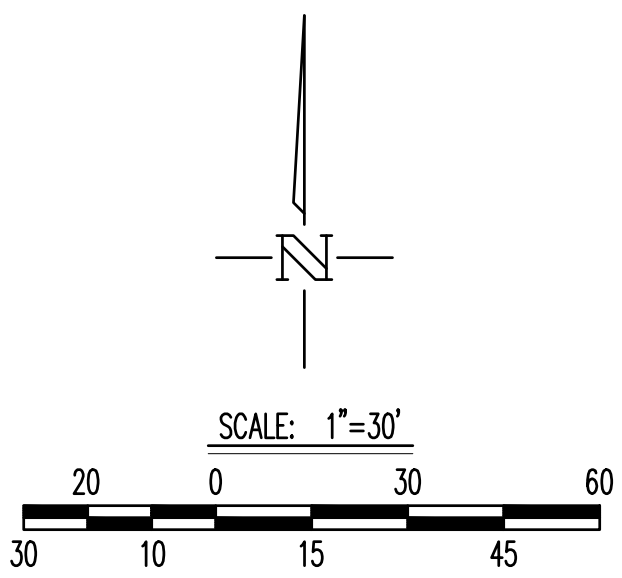
PER GSWCC, DRAINAGE AREA SHALL NOT EXCEED $\frac{1}{4}$ ACRE FOR EVERY 100 FEET OF SEDIMENT BARRIER.

DISTURBED AREA DURING INITIAL PHASE: 1.0 ACRES
 REQUIRED LENGTH: $[(0.5 \text{ AC}) / (0.25 \text{ AC})] \times 100 \text{ LF} = 200 \text{ LF}$
 LENGTH PROVIDED: 1,018 LF > 200 LF

INITIAL PHASE NARRATIVE

SINGLE ROW SILT FENCE AND PROTECTIVE TREE FENCING IS TO BE INSTALLED WITHIN THE LIMITS OF DISTURBANCE ALONG THE SOUTH AND EAST LIMITS OF DISTURBANCE LINES. A CONCRETE WASHOUT STATION IS TO BE INSTALLED WITHIN THE LIMITS OF DISTURBANCE NEAR THE PLANNED ENTRANCE OF THE PROJECT. A CONSTRUCTION EXIT SHOULD BE INSTALLED AT THE PLANNED SOUTH ENTRANCE OF THE PROPERTY. CONSTRUCTION PARKING AREA TO BE PLANNED.

NOTE: RUNOFF LEAVING THE DEVELOPMENT WILL NOT BE CONCENTRATED. THE RUNOFF WILL BE IN SHEET FLOW.





CHK:	MCZ
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[illegible]

490 BARLOW ROAD
LAND LOT(S) 860 & 861, 12th DISTRICT, 1st SECTION
CITY OF DAHLONEGA, LUMPKIN COUNTY

ESPC-4

DATE: 08/06/2024



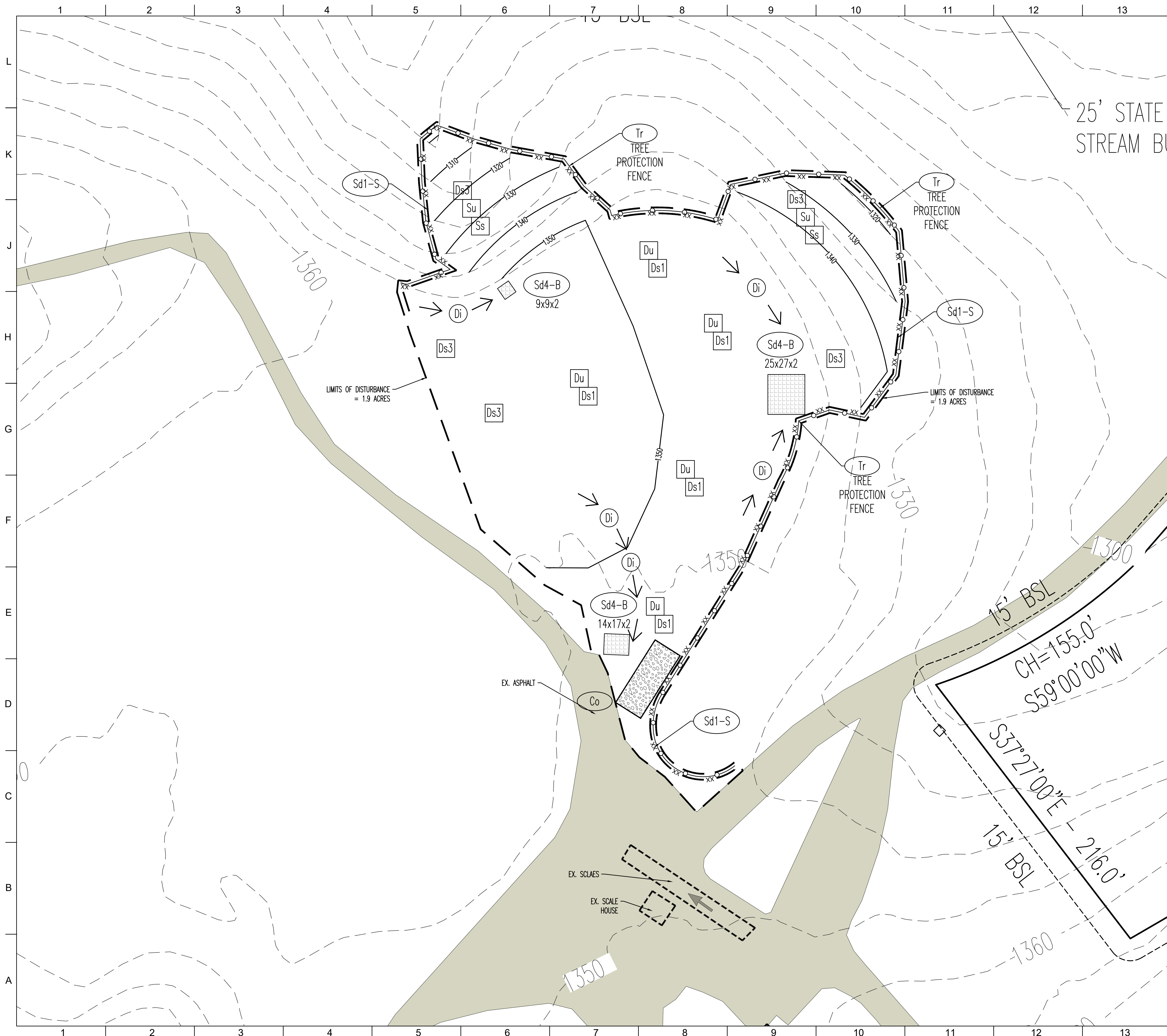
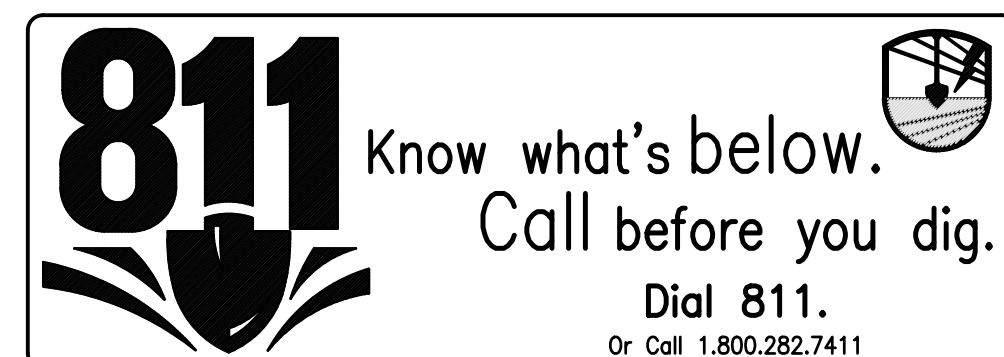
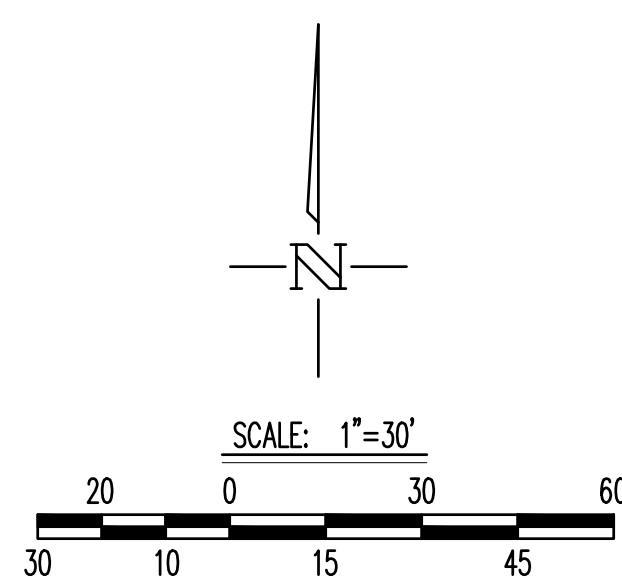
NOTE: DISTURBED AREA AROUND PERIMETER OF PROJECT AREAS TO BE TREATED FOR SEDIMENT STORAGE BY USE OF Sd1-S SEDIMENT BARRIER. PER GSWCC, DRAINAGE AREA SHALL NOT EXCEED $\frac{1}{4}$ ACRE FOR EVERY 100 FEET OF SEDIMENT BARRIER.

REMAINING DISTURBED AREA OTHER THAN SD2-ALT AND RT: ACRES
REQUIRED LENGTH: $[(1.9 \text{ AC}) / (0.25 \text{ AC})] \times 100 \text{ LF} = 760 \text{ LF}$
LENGTH PROVIDED: 1,018 LF > 760 LF

INTERMEDIATE PHASE NARRATIVE

SINGLE ROW SILT FENCE, TREE PROTECTION FENCING, CONCRETE WASHOUT, AND CONSTRUCTION ENTRANCE TO BE MAINTAINED THROUGHOUT INITIAL AND INTERMEDIATE PHASE. SLOPES ARE TO BE STABILIZED IMMEDIATELY AFTER GRADING IS COMPLETE.

NOTE: RUNOFF LEAVING THE DEVELOPMENT WILL NOT BE CONCENTRATED. THE RUNOFF WILL BE IN SHEET FLOW.



[illegible]

LAND LOT(S) 860 & 861, 12th DISTRICT, 1st SECTION
CITY OF DAHLONEGA, LUMPKIN COUNTY

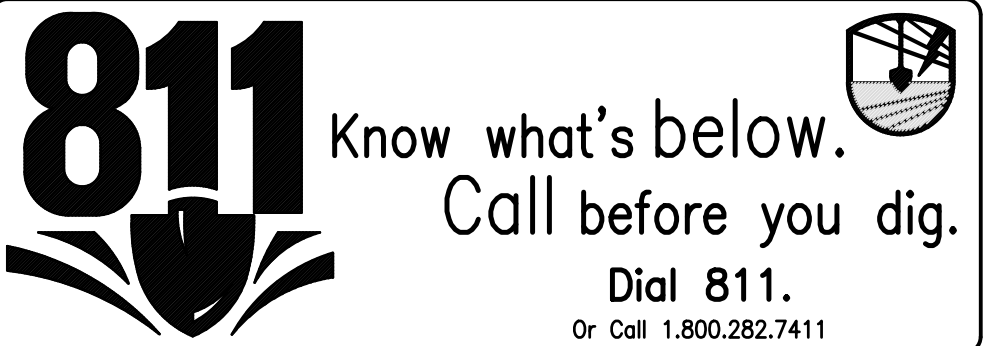
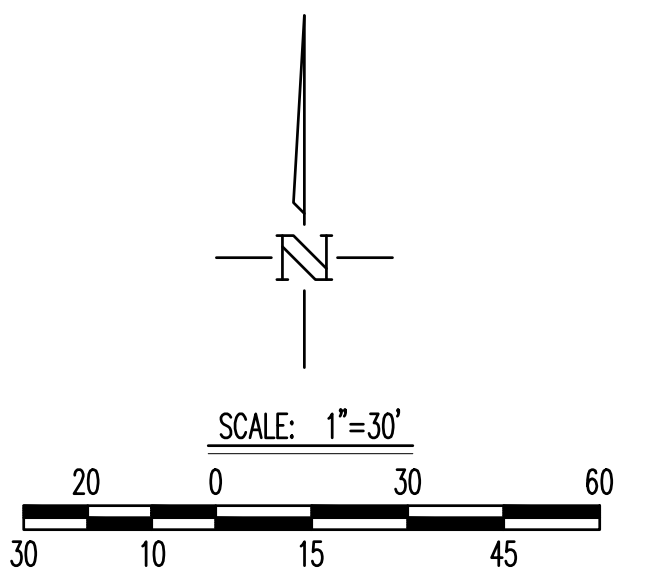
ESPC-5

DATE: 08/06/2024



CONSTRUCTION EXIT IS TO BE REMOVED UPON COMMENCEMENT OF PAVING ACTIVITIES. MATTING IS TO BE INSTALLED AND STABILIZED. ONLY AFTER ALL DISTURBED AREAS ARE STABILIZED MAY SILT FENCE AND TREE FENCE BE REMOVED.

NOTE: RUNOFF LEAVING THE DEVELOPMENT WILL NOT BE CONCENTRATED. THE RUNOFF WILL BE IN SHEET FLOW.

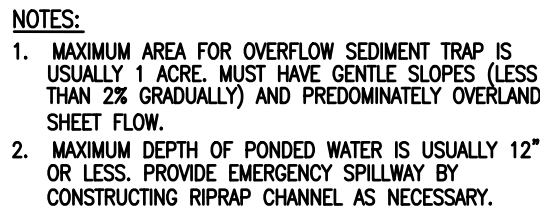
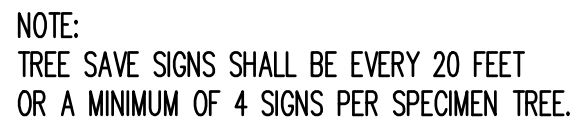
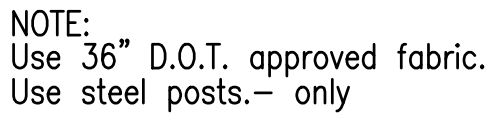


[illegible]

LAND LOT(S) 860 & 861, 12th DISTRICT, 1st SECTION
CITY OF DAHLONEGA, LUMPKIN COUNTY

SPC-7

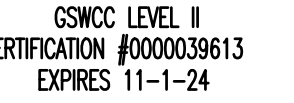
DATE: 08/06/2024



1. Drainage area = 0.08 ac
2. Required sediment storage = $67 \text{ cy/ac} * \text{drainage area}$
 Required sediment storage = $67 \text{ cy/ac} * \underline{0.08} \text{ ac}$
 Required sediment storage = 6 cy = 162 cf
3. Assume excavation depth = 2 ft
4. Assume slope of sides = 2 :1
5. Determine required surface area
 $SA_{\min} = \text{Required sediment storage} / \text{excavation depth}$
 $SA_{\min} = \underline{6} \text{ cy} / \underline{2} \text{ ft}$
 $SA_{\min} = \underline{81} \text{ sf}$
6. Assume shape of excavation and determine dimensions.
 Shape: SQUARE
 Dimensions: l = 9 ft w = 9 ft diameter (if applicable) = N/A ft

1. Drainage area = 0.74 ac
2. Required sediment storage = $67 \text{ cy/ac} \times \text{drainage area}$
 Required sediment storage = $67 \text{ cy/ac} \times \underline{0.74} \text{ ac}$
 Required sediment storage = 50 cy = 1350 cf
3. Assume excavation depth = 2 ft
4. Assume slope of sides = 2 :1
5. Determine required surface area
 $S_{\text{min}} = \text{Required sediment storage} / \text{excavation depth}$
 $S_{\text{min}} = \underline{50} \text{ cy} / \underline{2} \text{ ft}$
 $S_{\text{min}} = \underline{675} \text{ sf}$
6. Assume shape of excavation and determine dimensions.
 Shape: RECTANGLE
 Dimensions: L = 25 ft w = 27 ft diameter (if applicable) = N/A ft

1. Drainage area = 0.26 ac
2. Required sediment storage = $67 \text{ cy/ac} \times \text{drainage area}$
Required sediment storage = $67 \text{ cy/ac} \times \underline{0.26} \text{ ac}$
Required sediment storage = 18 cy = 471 cf
3. Assume excavation depth = 2 ft
4. Assume slope of sides = 2 :1
5. Determine required surface area
 $S_{\text{min}} = \text{Required sediment storage} / \text{excavation depth}$
 $S_{\text{min}} = \underline{18} \text{ cy} / \underline{2} \text{ ft}$
 $S_{\text{min}} = \underline{236} \text{ sf}$
6. Assume shape of excavation and determine dimensions.
 Shape: RECTANGLE
 Dimensions: 14 ft $\times$ 17 ft diameter (if applicable) = N/A ft



HK:	MCZ
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[illegible]

LAND LOT(S) 860 & 861, 12th DISTRICT, 1st SECTION
CITY OF DAHLONEGA, LUMPKIN COUNTY

C-5

ATE: 08/06/2024





DRW:	FRM
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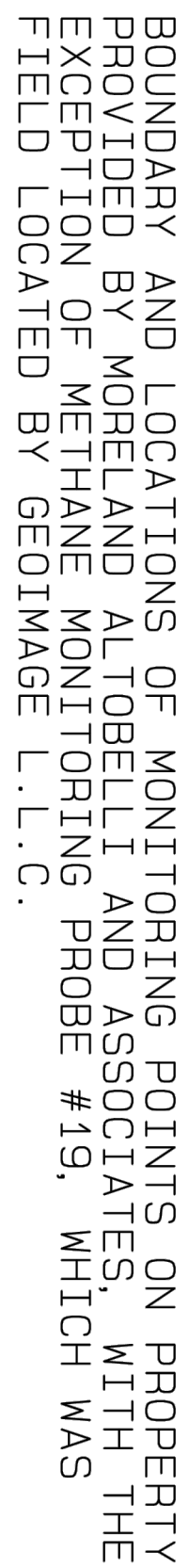
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[illegible]

LUMPKIN COUNTY LANDFILL
490 BARLOW ROAD
LAND LOT(S) 860 & 861, 12th DISTRICT, 1st SECTION
CITY OF DAHLONEGA, LUMPKIN COUNTY

C-6

DATE: 08/06/2024



TOTAL AREA: 43.83 ACRES

N

- | | | | | | |
|---|---------|----|------------------------------------|---------------|------------------|
| ⊕ | GMA-1 | -- | UPGRADIENT | GROUNDWATER | MONITORING WELL |
| ⦿ | GMC-1 | -- | DOWNGRADIENT | GROUNDWATER | MONITORING WELL |
| ● | MV-1 | -- | METHANE VENT | | |
| □ | MMP-1 | -- | METHANE MONITORING POINT | | |
| ⊠ | MMW-5 | -- | METHANE MONITORING WELL | | |
| ⌋ | MMST-21 | -- | METHANE MONITORING STRUCTURE POINT | | |
| △ | SMA-1 | -- | UPGRADIENT | SURFACE WATER | MONITORING POINT |
| ▽ | SMB-1 | -- | ON-SITE | SURFACE WATER | MONITORING POINT |
| △ | SMC-1 | -- | DOWNGRADIENT | SURFACE WATER | MONITORING POINT |

MONITORING SYMBOLS

Lumpkin Co Engineering
25 SHORT ST. SUITE 10
DAHLONEGA, GEORGIA 30533
PHONE: (706) 864-6894

[illegible]

MONITORING POINT LOCATION MAP
FOR
LUMPKIN COUNTY LANDFILL
LAND LOTS 860 & 861, 12TH DISTRICT, 1ST SECTION
LUMPKIN COUNTY, GEORGIA

DATE: FEB. 8, 2017
DRAWN BY: LR
FILE NAME: 02-8-17
SCALE: 1" = 200'
SHEET: 1 OF 1

NOTE: SURVEY IS NOT TO SCALE.