



LUMPKIN COUNTY

Board of Commissioners

Work Session II Agenda

Commissioners Boardroom

August 17, 2021
5:30 P.M.

- **CALL TO ORDER** Chairman Dockery
- **CONSIDERATION OF MINUTES**
 1. Board of Commissioners - Work Session - Jul 6, 2021 4:00 PM
 2. Board of Commissioners - Planned Unit Development (PUD) Hearing - Jul 6, 2021 4:30 PM
 3. Board of Commissioners - Special Called Meeting - Jul 6, 2021 5:00 PM
 4. Board of Commissioners - Work Session II - Jul 20, 2021 5:30 PM
 5. Board of Commissioners - Regular Meeting - Jul 20, 2021 6:00 PM
 6. Board of Commissioners - Special Called Work Session - Jul 23, 2021 2:00 PM
- **RESOLUTIONS**
 7. 2021 - 47 - August Surplus Property (*Finance Director Abby Branan*)
 8. 2021 - 50 - Appoint Member to Board of Tax Assessors - Bob Pullen to Seat 4, with a term expiring 06/30/2026
- **CONTRACTS/AGREEMENTS**
 9. 2021-045 - UGA Extension Contract - MOU – Board of Regents/UGA & Lumpkin County (*Finance Director Abby Branan*)
 10. 2021-046 - Legacy Link Local Share Commitment Letter FY2022 (*Senior Center Manager Linda Kirkpatrick*)
 11. 2021-048 - Safety Action Plan - Off System Road Striping (*Public Works Director Larry Reiter*)
 12. 2021-049 - NTIA Broadband Infrastructure Program Application (*Development Authority Director Rebecca Mincey*) **Ratify**
 13. 2021-050 - GDOT Grant Funding for LC Wimpy Airport Construct Primary Surface Grading Phase II (*Public Works Director Larry Reiter*)
 14. 2021-051 - Consideration of Donation/Loan of Antique Tractor (*Jeff Underwood*)
- **OTHER ITEMS**
 15. Alcoholic Beverage License – Shalina Business LLC d/b/a Mart 24/7 (*County Clerk Melissa Witcher*)
 16. Voting Delegate – Legislative Leadership Conference
 17. GMRC Request for Assistance – GDNr Recreational Trails Program (*Development Authority Director Rebecca Mincey*)

18. Proposed LMIG FY2022 Road Resurfacing List *(Public Works Director Larry Reiter)*
19. Request use of ARP Funds – Water Line Extension to Entrance of Proposed Reservoir Property *(W&S Authority Director Sean Phipps)*
20. Request use of ARP Funds – Water Infrastructure Projects *(W&S Authority Director Sean Phipps)*
21. Request for a Letter of Support for ARP Grant Money - Water & Sewerage Authority *(W&S Authority Director Sean Phipps)*

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

LUMPKIN COUNTY
Board of Commissioners
Work Session Minutes
Commissioners Boardroom



July 6, 2021
 4:00 P.M.

CALL TO ORDER

The meeting was called to order at 4:03 PM by Chairman Chris Dockery

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

PRESENTATIONS

1. Holly Theatre Presentation

Holly Theatre Presentation

2. ACCG Insurance Program Presentation

ACCG Insurance Program Presentation

MINUTES

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

RESOLUTIONS

7. 2021 - 38 - Consideration of Fleet Replacement Policy (Special Projects Director Ashley Peck)

Consideration of Creation of a Fleet Replacement Policy

Commissioner Stringer asked about some of the thresholds shown in the agenda packet. Ashley Peck said she can get some clarification from Randy Allison. Chairman Dockery said the lifecycle should reflect the usage since some cars, such as ambulances and patrol cars, have shorter lives. Fire Chief David Wimpy said we are lucky if we get 4 years out of an ambulance. Commissioner Moran also asked for clarification on the priority levels listed in the agenda packet.

8. 2021 - 41 - Appoint Member to Audit Committee - Charles Jones, III to Seat 5, with a term expiring 12/31/2021

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

9. 2021 - 42 - Reappoint Member to Planning Commission - William Gilstrap to Seat 6, with term expiring 08/27/2025

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

10. 2021 - 43 - Appoint Members to Board of Elections-Ben English to Seat 1 & Rhonda Sheppard to Seat 5 exp 12.31.22

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

11. 2021 - 44 - Appoint Member to Board of Tax Assessors - --- to Seat 4 with a term expiring 06.30.2026

Appoint Member to Board of Tax Assessors - --- to Seat 4 with a term expiring 06.30.2026

12. 2021 - 45 - Consideration of Revision to Short Term Rental License Ordinance (Deputy Planning Director Mary Catherine Beutel)

DISCUSS REVISIONS TO CHAPTER 12, BUSINESS REGULATIONS AND LICENSING

CONTRACTS/AGREEMENTS

13. 2021-042 - Consideration of Little Mountain Road Bridge Replacement Contract (Public Works Director Larry Reiter)

Consider the award of a contract for the replacement of the one lane bridge on Little Mountain Rd with box culverts.

14. 2021-043 - Amend IGA City of Dahlonega & Lumpkin County - 2021 Municipal Election (Special Projects Director Ashley Peck)

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

15. 2021-044 - Mutual Termination of CHP Lease Agreement on Rock House Road (County Attorney Joy Edelberg)

Mutual Termination of CHP Lease Agreement on Rock House Road

OTHER ITEMS

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

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

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

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

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

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

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

Grand Jury Recommendation to Increase Juror Pay

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

Determine method for disposal of wire bins.

Larry Reiter explained he was going to have the bins listed on Gov Deals, but Union County reached out to inquire if they could have them. Mr. Reiter said it is likely the bins wouldn't sell online anyway because there were over 20,000 similar bins for sale, and they were only getting anywhere from \$10 and up for them.

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

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

Commissioner Mayfield said he initially thought we were going to make an asphalt basketball court, not a concrete one with fencing. Finance Director Abby Branan said the scope of the project has changed but she was unsure where the direction came from. She believed the instruction from the County Manager was to have a concrete full sized basketball court. Commissioner Mayfield asked if it would be possible to switch to an asphalt court. Mr. Reiter said we aren't committed to a concrete court, but in discussions with Mr. Kelley, he believed a concrete court would have some benefits, including increased longevity. It also would not have to be sealed and repainted every couple of years.

Commissioner Mayfield also questioned why fencing was being added. Ms. Branan said the BOC had approved fencing back in May as a safety measure since the court will be located adjacent to a road within Yahoola Park. Chairman Dockery said the height of the fencing is driving up the cost, but apparently someone underestimated the cost of the fencing and concrete. Commissioner Mayfield said the project is a worthwhile one, but it was a big jump in cost from around \$8,000 to \$80,000. Ms. Branan said the original numbers must have been for a half court made of asphalt. The Chairman said we need to reassess how we arrived at that number to avoid this in the future.

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

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

Larry Reiter said he had been in discussions with Mark Robinson about the recycling costs, and Mr. Robinson is requesting a price increase to cover his additional costs for fuel, labor, and disposal. Commissioner Stringer asked if there was a correlation between the cessation of the City's commercial recycling program and the increased burden on Mr. Robinson? Mr. Reiter answered that the City business owners now sometimes bring large loads of cardboard to the recycling bins, which results in larger loads. Mr. Robinson has offered to stop accepting cardboard as an option to keep our monthly cost the same. At one point cardboard had some worth, Mr. Reiter explained, but now it has almost no worth at all. In a period of 5 months, the recycling program only generated \$220 in revenue.

Chairman Dockery noted that even with the recycling bins being located at the Transfer Station, people are still contaminating the recycling by putting incorrect items in the bins. This renders the loads worthless when Mr.

Robinson tries to sell them, he explained. The Chairman said option A in the agenda packet would mean approving an increase in taxpayer funding to supplement the recycling program. The City of Dahlonega stopped their commercial recycling and told business owners to take it to the Transfer Station, which placed an additional burden on the County's recycling program. The Chairman explained that option E would be to ask the City to contribute to the cost of the recycling program.

When the County operated this program before without using Mr. Robinson and the Transfer Station, it was costing the County tens of thousands of dollars more than it does now, Chairman Dockery stated. Option C would be to eliminate the recycling program, which would not be ideal, but continuing to subsidize the program with taxpayer money is punishing property owners, he said. Commissioner Mayfield suggested perhaps we could charge a fee for people who are dropping off cardboard, and Commissioner Moran said we could potentially cease taking cardboard completely. The Chairman said we need to have a conversation with the City to see if they are willing to contribute since they stopped their commercial recycling pickup.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Mayfield inquired about the status of the IT specialist that was discussed several months ago.

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

The meeting was adjourned at 4:44 pm.

August 19, 2021

Date



Melissa Witcher

County Clerk, Lumpkin County



Chris Dockery, Chairman

Lumpkin County Board of Commissioners

LUMPKIN COUNTY
Board of Commissioners
Planned Unit Development (PUD) Hearing Minutes
Commissioners Boardroom



July 6, 2021
 4:30 P.M.

Call to Order

The meeting was called to order at 4:51 PM by Chairman Chris Dockery

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

Approve Agenda

Motion: A motion was made by Chairman Dockery to approve the agenda with the removal of the section called "public portion" at the top. The motion was seconded by Commissioner Mayfield. The motion was approved and carried.

PUD Presentation

The Planning Director, Mr. Bruce Georgia, went over the timeline of events leading up to this Planned Unit Development hearing.

PUD Hearing Rules

Chairman Dockery read aloud the rules and procedures for the PUD hearing.

Proposed PUD Request

Northeast Georgia Health Systems Planned Unit Development Application

Northeast Georgia Health Systems Planned Unit Development Application

Emily Bagwell of Northeast Georgia Health Systems led the presentation with assistance from several other NGHS representatives. She explained the PUD application and the attached site plan cover the full scope of what could be built on the property over time. One of her associates outlined the data from NGMC Lumpkin as well as NGHS's charity care to residents. There was also a portion of the presentation dedicated to the site plan, landscaping, parking, lighting, and building materials. Chairman Dockery asked a few questions about the exterior appearance and the building elevation. Ms. Bagwell made some additional comments about the signage and wayfinding, and Commissioner Moran suggested it would be a good idea for NGHS to put up a coming soon sign so citizens would know the hospital is on the way.

Public Comment in Support of the PUD

Public Comment Opposed to the PUD

Jeramy Nye, 16 Pinewood Drive East, said he represented Lumpkin citizens against corporate encroachment. He read off a list of concerns and questions about the proposed PUD. What will the effects be on taxpayers? Will this negatively affect property values? Has a study been conducted to determine the traffic effects? Will the hospital be accessible to military TriCare patients and the 5th Ranger Training Battalion? Is the charity care federally reimbursable? Will there be negative effects on the watershed? Has the DNR been allowed to conduct a survey to see if any endangered species will be affected, such as wild hogs living there?

Rebuttal

Ms. Bagwell said NGHS does not accept direct funding from counties nor do they require county funding to operate. She explained they had to undergo a DRI (Development of Regional Impact) review with the Georgia Mountains Regional Commission already. The DRI covered traffic, environmental impacts, and many of the other concerns brought up. It was their conclusion that this development will not have any foreseeable issues. Ms. Bagwell said NGHS is committed to protecting the environment and this development should have a positive impact on land values. She said they accept many kinds of insurance and they will have a helicopter pad in the rear if any Rangers need to be brought in via helicopter. Ms. Bagwell stated most of the neighboring landowners see this as a positive thing.

Commissioner Comments

Commissioner Moran said he was happy with what he saw on the presentation and this is the type of development we want in this community. Commissioner Mayfield added that this development isn't just something that popped up today with no planning. This has been a massive project years in the making. Chairman Dockery said in his experience, the hospital does take TriCare, because that is his insurance and he has used the hospital before. He said they are also aware there is a large military presence in the area, both active and retired.

Adjournment

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

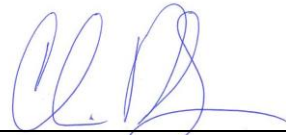
The meeting ended at 5:45 pm.

August 19, 2021

Date



Melissa Witcher
County Clerk, Lumpkin County



Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Minutes Acceptance: Minutes of Jul 6, 2021 4:30 PM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Special Called Meeting Minutes
Commissioners Boardroom



July 6, 2021
 5:00 P.M.

Call to Order

The meeting was called to order at 6:03 PM by Chairman Chris Dockery

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

Consideration of Agenda

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

Consideration of Little Mountain Rd Bridge Replacement Contract

1. 2021-042 - Consideration of Little Mountain Road Bridge Replacement Contract (Public Works Director Larry Reiter)

Consider the award of a contract for the replacement of the one lane bridge on Little Mountain Rd with box culverts.

Motion: A motion was made by District 3 Commissioner Stringer to approve option A and award the contract to North Georgia Concrete. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

Adjournment

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

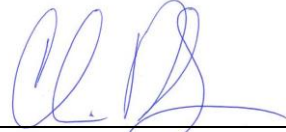
The meeting ended at 6:05 pm.

August 19, 2021

Date



Melissa Witcher
County Clerk, Lumpkin County



Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Minutes Acceptance: Minutes of Jul 6, 2021 5:00 PM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Work Session II Minutes
Commissioners Boardroom



July 20, 2021
 5:30 P.M.

CALL TO ORDER

The meeting was called to order at 5:30 PM by Chairman Chris Dockery

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

PRESENTATIONS

1. ACCG Insurance Program Presentation

ACCG Insurance Program Presentation

CONSIDERATION OF MINUTES

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

RESOLUTIONS

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

Consideration of Creation of a Fleet Replacement Policy

Special Projects Director Ashley Peck reviewed how staff redefined the thresholds and added additional clarification for vehicle additions to the fleet. Commissioner Moran said this made a lot more sense because it had the priorities listed. Mr. Kelley said the intent was to have an objective look rather than subjective. Commissioner Moran said it would also be beneficial to be able to keep vehicles if they were still in good condition.

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

Minutes Acceptance: Minutes of Jul 20, 2021 5:30 PM (CONSIDERATION OF MINUTES)

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

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

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

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

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

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

DISCUSS REVISIONS TO CHAPTER 12, BUSINESS REGULATIONS AND LICENSING

Commissioner Stringer asked about how things were going with Host Compliance. Mary Catherine Beutel said staff has been working with them to implement the new HB317 changes to short term rentals involving remittance. She said most citizens seem happy with using Host Compliance to report issues. The Chairman had some questions about the due date of the occupational tax mentioned in Article II. He wanted clarification on why business owners didn't have to pay their tax until a month after they had started the business. Mr. Georgia and Mr. Kelley said that language has been there for many years and is somewhat of a grace period. Chairman Dockery asked if other licenses had grace periods, and Mr. Kelley responded that in some cases, they do.

The Chairman observed that a lot of people came in and got their short-term rental host licenses after we implemented the new ordinance, and he asked how many new licensees were coming in. Mr. Georgia said they are averaging about three to four new licenses per month. He said the main challenge has been getting the Host Compliance software to fit to Lumpkin County's ways of operating. Commissioner Moran asked if Host Compliance kept data on complaints, and Ms. Beutel replied that they do and staff looks over the complaints.

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

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

CONTRACTS/AGREEMENTS

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

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

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

Mutual Termination of CHP Lease Agreement on Rock House Road

Commissioner Mayfield asked if there could possibly be another lease in the future. The Chairman said CHP has purchased their own property from the Development Authority so they will no longer need to lease from the County.

OTHER ITEMS

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

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

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

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

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

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

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

Grand Jury Recommendation to Increase Juror Pay

Commissioner Mayfield said he was in favor of the increase.

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

Determine method for disposal of wire bins.

Chairman Dockery said he was in favor of donating these to Union County.

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

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

Commissioner Mayfield said he is not opposed to a basketball court, but he was initially surprised by the numbers. However, he said staff did an excellent job clarifying those numbers so he understands it better. Chairman Dockery said the project has grown in scope due to safety concerns with it being right next to the road. There have been additional discussions on the possibility of adding pickleball courts to the basketball court. Larry Reiter, the Public Works Director, said he didn't have final designs yet, but it may be possible to add the striping for 1-3 pickleball courts. Mr. Kelley said he may bring it before the BOC in the future to decide between different options.

There was some discussion with Park & Rec Manager Wade Chandler about the positioning and number of courts. Commissioner Stringer said we could design the basketball court in a way that will accommodate future pickleball courts. The Chairman said the BOC should vote tonight on the basketball court, and they could always consider pickleball in the future.

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

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

Commissioner Stringer suggested that we should continue discussions with the City of Dahlonga about them contributing to the County recycling program. He also said we should increase PR efforts to educate citizens on the importance of properly recycling cardboard. Chairman Dockery said he heard from Mark Robinson that cardboard gets stacked on the ground at the recycling bins. One reason of moving the bins to the Transfer Station was to help encourage people to recycle properly, but it gets ruined if it is left out to get rained on. Commissioner Stringer said Mr. Robinson shared with him he once found blinds shoved into one of the bins.

The Chairman said recycling involves some responsibility on behalf of the consumer to ensure they are doing it correctly. The recycling program is already supplemented; how much more should we supplement it with taxpayer dollars? He said he agrees with Commissioner Stringer that we could perhaps go through the end of

this period and honor Mr. Robinson's request for an increase in compensation. If there are municipalities getting out of recycling, he said there must be a reason why. Commissioner Stringer said it's gone from recycling to a free place to throw stuff out.

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

Decision on Northeast Georgia Health Systems Planned Unit Development Application

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

The meeting was adjourned at 6:00 PM.

August 19, 2021

Date



Melissa Witcher
County Clerk, Lumpkin County



Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Minutes Acceptance: Minutes of Jul 20, 2021 5:30 PM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Minutes
Commissioners Boardroom



July 20, 2021
 6:00 P.M.

CALL TO ORDER

The meeting was called to order at 6:10 PM by Chairman Chris Dockery

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

INVOCATION - Pastor Gabe Dodd, The Branch Church

CONSIDERATION OF AGENDA

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

PUBLIC COMMENTS (Agenda Specific)

PRESENTATIONS

1. ACCG Insurance Program Presentation

ACCG Insurance Program Presentation

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

CONSIDERATION OF MINUTES

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

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

RESOLUTIONS

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

Consideration of Creation of a Fleet Replacement Policy

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

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

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

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

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

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

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

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

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

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

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

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

DISCUSS REVISIONS TO CHAPTER 12, BUSINESS REGULATIONS AND LICENSING

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

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

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

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

REPORTS

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

Elected Officials

CONTRACTS/AGREEMENTS

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

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

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

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

Mutual Termination of CHP Lease Agreement on Rock House Road

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

OTHER ITEMS

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

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

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

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

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

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

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

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

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

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

Grand Jury Recommendation to Increase Juror Pay

Minutes Acceptance: Minutes of Jul 20, 2021 6:00 PM (CONSIDERATION OF MINUTES)

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

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

Determine method for disposal of wire bins.

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

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

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

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

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

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

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

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

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

Decision on Northeast Georgia Health Systems Planned Unit Development Application

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

22. Set Date for Budget Meeting

Set Date for Budget Meeting

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

COUNTY MANAGER

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

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

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

COUNTY ATTORNEY

COMMISSIONERS

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

PUBLIC COMMENTS

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

EXECUTIVE SESSION - Litigation & Personnel

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

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

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

ADJOURNMENT

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

August 19, 2021

Date



Melissa Witcher
County Clerk, Lumpkin County



Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Minutes Acceptance: Minutes of Jul 20, 2021 6:00 PM (CONSIDERATION OF MINUTES)

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



July 23, 2021
 2:00 P.M.

Call to Order

The meeting was called to order at 2:15 PM by Chairman Chris Dockery

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

OTHER ITEMS

Discuss 2022 Budget

Finance Director Abby Branan reviewed a PowerPoint presentation beginning with the relevant information. She reminded the Commissioners the last millage rate increase was 5 years ago. The proposed 2021 millage rate is 10.389, which is a 0.632 mill increase over the 2020 millage rate. Ms. Branan reviewed the county projects under construction that either do not have an identified funding source, or will have an impact on a future operating budget. The budget as presented will have to be reduced by \$1,040,399 in order to accept the rollback rate. Commissioner Stringer suggested removing the \$100,000 from the Sheriff salary allowance outside of the salary study to help reduce the amount. Chairman Dockery and Commissioner Stringer were in favor of removing the capital budget items and paying for them with fund balance. They will use the savings from the Yahoola Creek street light project and vacant positions that are funded at the Sheriff's Department. The merit increases will not be given in October and instead, the entire pay study will go into effect January 1st, to balance the budget at the rollback rate. The positions whose salaries were not changed per the salary study because they were topped out, will receive a 3% increase. The Commissioners discussed using the left-over funds every year and dedicating them to fund large capital projects like an ambulance, instead of moving into fund balance.

ADJOURNMENT

August 19, 2021
 Date


 Melissa Witcher
 County Clerk, Lumpkin County


 Chris Dockery, Chairman
 Lumpkin County Board of Commissioners



Lumpkin County, Georgia

Finance Department

Date: August 17, 2021

Agenda Item: August Surplus Property

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

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

LUMPKIN COUNTY RESOLUTION NO. 2021 –47

**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 07/26/21 attached hereto as Exhibit “A”, which is incorporated herein by reference and made a part hereof, are no longer used or needed for County purposes;

Now therefore, it is hereby resolved that said property identified on the Surplus Request List Dated 07/26/21 attached hereto as Exhibit “A” is declared surplus; and

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

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

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

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

Resolved, adopted and effective this 17th of August, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:
Surplus List

Exhibit "A"

SURPLUS REQUEST LIST DATED 07/26/21

Dept.	Description	Comments	ID#	VIN OR SERIAL NUMBER
Detention Center	2010 FORD CROWN VICTORIA	Flood damaged vehicle on 3/26/21 declared total by ACCG on 4/15/21, payment received, I retained salvage in lieu of \$300 ACCG offer, vehicle will bring 1200-1500 on GovDeals	2523	2FAFP7BV7AX142523
Elections	KODAK i2400 Scanner			48198
	Kensington pocket keypad/calculator	Model 33059		
	Kensington mouse	Model 72266US		
	Labtec Verse 704 computer microphone			
	(13) PCMCIA modem card V.92 56 Kbps			
	Adobe Acrobat 5.0 1 kit			
	Belkin computer hardware			
	US robotic 33.6 faxmodem			
	Box of computer cable cords			
	Belkin USB 4 port hub			
	Linksys Wireless-G 2.4 GHz Broadband Router			
	Bookcase - 4 shelves, wooden, 60x36x12			
	Linksys 5 Port hub	Model EZXS55Wver.3		R913058048053
	Ativa keypad	Model 611460		
	Dell keypad	Model SK-8115		CN-0DJ331-71616-92H-0XN1
	Dell Latitude D830 Laptop	Model PP04X		CN-OHN341-48643-791-0255
	Dell Monitor	Model 1908FPf		CN-OF028J-728752-919-1WFL
	Dell Mouse	Model KM632		CN-0X3KRC-56732-51Q-25EK-A02
	Microsoft IntelliMouse Optical Mouse	Model X800472-114		55250-576-0985472-0 0733
	Dell 1800MP Projector	Model 1800 MP		CN-0MJ817-S0081-78F-0617
	Typewriter stand, mobile, 3 shelves			
	IBM Wheelwriter 5 typewriter	Model 5441		AN095A 5441
	Cisco Linksys SE1500 5 Port Hub			10E10J00125931
	Cisco Linksys SE1500 5 Port Hub			10E10J09109545
	Cisco Linksys SE1500 5 Port Hub			10E10J09107458
	Cisco Linksys SE1500 5 Port Hub			10E10J07100402
	Cisco Linksys SE1500 5 Port Hub			10E10J06126184

Attachment: Surplus List (2021 - 47 : August Surplus Property)



Lumpkin County, Georgia

Board of Commissioners Department

Date: August 17, 2021

Agenda Item: Appoint Member to Board of Tax Assessors - Bob Pullen to Seat 4, with a term expiring 06/30/2026

Item Description: Appoint Member to Board of Tax Assessors - Bob Pullen to Seat 4, with a term expiring 06/30/2026

LUMPKIN COUNTY RESOLUTION NO. 2021-50

**A RESOLUTION TO APPOINT A MEMBER
TO THE
LUMPKIN COUNTY BOARD OF TAX ASSESSORS**

Whereas, the Lumpkin County Board of Commissioners desires to appoint a member to the Lumpkin County Board of Tax Assessors to fill a vacant seat;

Now, therefore, it is hereby resolved that the following person is hereby appointed to the Lumpkin County Board of Tax Assessors for the seat and term as follows:

<u>Name</u>	<u>Seat</u>	<u>Term Beginning</u>	<u>Term Expiration</u>
Bob Pullen	4	September 1, 2021	June 30, 2026

Resolved, adopted and effective this 17th day of August, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Finance Department

Date: August 17, 2021

Agenda Item: UGA Extension Contract - MOU – Board of Regents/UGA & Lumpkin County

Item Description: MOU renewal with updated budget.

Facts & Historical Information: Lumpkin County's extension service program began in the early 1920s with a home economist being retained by the Road and Revenue Commissioners. The first extension agent, Glad Owens, was named to the position for Lumpkin County in 1929. Through the years, the county has approved several MOUs relating to the program. In 2020, the Board of Commissioners approved the latest version, with extension employees being paid 100% by UGA and billing Lumpkin County for the County's portion of payroll/benefit expenses. The salary/benefit budget for Lumpkin County's portion from July 1, 2020 – June 30, 2021 was \$50,833. The budget provided by the University of Georgia proposes a salary/benefit budget of \$52,643. This includes a slight increase (\$412) in one employee's salary and FICA/Med calculations and accounts for the TRS contribution increase.

Potential Courses Of Action:

1. Approve the contract renewal.
2. Choose to not approve the contract renewal.

Comparison of Courses of Action:

1. COA 1 keeps this long-standing program in our community.
2. COA 2 would take vital community programs out of our county and schools. The extension program is heavily relied upon by the agri-businesses in our county.

Contract Term: July 1, 2021 – June 30, 2022

Budget Impact: Compensation and costs for the operation are included in the annual operating budget.

Staff Recommendation: Staff's recommendation is to approve the contract renewal.

Attachments:

Lumpkin County Extension Contract

Lumpkin County Board of Commissioners
July 1, 2021 to June 30, 2022

To: Bobby Smith, Northeast District Director

From: Lumpkin County Board of Commissioners

Renewal of Lumpkin County BOC Contract

The Lumpkin County BOC wishes to continue the Contract agreement between the Lumpkin County Board of Commissioners and the University of Georgia Board of Regents of The University of Georgia on behalf of The University of Georgia Cooperative Extension. The term of this agreement shall be from July 1, 2021 to June 30, 2022. The Northeast District Extension will be allowed to rebudget funds without prior written approval from Lumpkin County as long as such rebudgeting does not result in a increase in the compensation authorized in this year's budget. Final invoice requested 60 days after the end date of June 30, 2022.

Signature _____ Print Name _____ Date _____
 Lumpkin County BOC
 Signature Chesley Davis Print Name Chesley Davis Date 7-7-21
 County Extension Coordinator

Employee			2021/2022
Cardell, Sydney			8,615.00
Davis, Chesley			7,056.00
Jarrard, Donna			11,421.00
MacAllister, A. Clark			14,205.00
Total Salaries			41,297.00
Teachers Retirement (19.81%)			
Cardell, Sydney			1,707.00
Davis, Chesley			1,398.00
Jarrard, Donna			2,263.00
MacAllister, A. Clark			2,815.00
Total			8,183.00
FICA (SS) 6.2%			
Cardell, Sydney			535.00
Davis, Chesley			438.00
Jarrard, Donna			709.00
MacAllister, A. Clark			881.00
FICA HI (Medicare) 1.45%			
Cardell, Sydney			125.00
Davis, Chesley			103.00
Jarrard, Donna			166.00
MacAllister, A. Clark			206.00
Total			3,163.00
Total Salary and Benefits			52,643.00

Please bill the BOC monthly for the actual expenses of the object codes listed. This contract not to include any benefits other than the ones listed on this budget sheet. All other benefits to be charged to state funds. Request final billing for this contract to be sent within 60 days of the Contract end date.

Bill to:

Lumpkin County Board of Commissioners
 99 Courthouse Hill Suite A
 Dahlonega, GA 30533

(706) 482-2574
Candice.King@LumpkinCounty.gov

Attachment: Lumpkin County Extension Contract (2021-045 : UGA Extension Contract - MOU - Board of Regents/UGA & Lumpkin County)



Lumpkin County, Georgia

Senior Center Department

Date: August 17, 2021

Agenda Item: Legacy Link Local Share Commitment Letter FY2022

Item Description: Local Share Match and Commitment Letter for the state fiscal year 2022 (July 1, 2021 – June 30, 2022) Each year the Lumpkin County Board of Commissioners is requested to submit an approved Local Share Match Commitment Letter and to pay its local share match. This year the match is \$12,450.00.

Facts & Historical Information:

Legacy Link administers federal and state monies from the Georgia Division of Aging Services for the Lumpkin County Senior Center Nutrition Program to include center management, congregate meals, home-delivered meals and transportation. Legacy Link administers federal and state funds for senior centers to 12 of 13 counties in the region.

In addition to the funds provided to senior centers, Legacy Link provides the following additional services to all 13 counties in the region (including Lumpkin County):

- Information, telephone screening and counseling through its Gateway Office for various services for families seeking assistance for seniors and persons with disabilities.
- Long-term care Ombudsman staff visit all personal care and nursing homes in the area.
- Georgia Cares staff and volunteers provide counseling and assist with Medicare, other insurance, fraud and scam issues.
- Legacy Link subcontracts with agencies for Elderly Legal Services and homemaker and personal care services to benefit frail older individuals in the area and help them remain in their homes and avoid premature nursing home placement.
- RN's and social workers provide assessments and care management for non-Medicaid and Medicaid-funded health programs to help older adults with chronic health conditions remain in their own homes and communities and avoid premature nursing home placement.
- Kinship Care Program – Support for Grandparents raising grandchildren.

- Senior Community Service and Employment Program which assists low-income persons age 55+ in need of employment and training.
- Retired Senior & Volunteer Program which enrolls senior volunteers throughout the area who provide service in their community.

Match monies from all local government entities in the region are necessary for Legacy Link to continue to subcontract and provide the above-described services. Each government entity's local share contribution is critical for Legacy Link to access federal and state monies for continuation of services that help families in each county.

**Potential Courses
Of Action:**

- Submit an approved and signed commitment letter and submit the local share match payment of \$12,450.00 to Legacy Link, Inc.
- Do not submit an approved and signed commitment letter and do not submit the local share match payment of \$12,450.00 to Legacy Link, Inc.

Comparison:

If Course A is chosen, the above referenced services will continue to be provided to elderly residents of Lumpkin County for the period July 1, 2021 through June 30, 2022.

If Course B is chosen, Lumpkin County is at risk for losing some or all of the above referenced services to elderly residents of Lumpkin County at the end of the current funding cycle (June 30, 2021).

Budget Impact:

\$11,450.00 was included in the 2021 approved budget. This is an increase of \$1,000 over last year. The difference from the budgeted amount can easily be rolled over from another line item in the budget. The local share match along with known increases is routinely included each year in the Senior Center budget.

Staff Recommendation:

It is recommended that Course A be chosen and the approved and signed commitment letter and local share match payment be submitted to Legacy Link, Inc. The above referenced services are valuable to elderly residents of Lumpkin County who otherwise may not be able to access such services.

Attachments:
Legacy Link



June 30, 2021

Honorable Chris Dockery, Chairman
Lumpkin County Commission
99 Courthouse Hill, Suite H
Dahlonega, GA 30522

Dear Chairman Dockery,

Legacy Link will once again provide state and federal funds to Lumpkin County for Services at your senior center including Meals on Wheels, congregate meals, transportation, center management, etc. in the fiscal year beginning July 1, 2021. We plan to provide \$167,883 to Lumpkin County for these services. Due to federal COVID 19 legislation that has been extended to September 30, 2022, additional federal funds will be allocated for your county.

Legacy provides the following services in all 13 counties: Information, telephone screening and counseling for families seeking assistance for seniors and persons with disabilities. GeorgiaCares staff and volunteers provide counseling and assist with Medicare, other insurance, fraud, and scam issues. We subcontract with a personal care service agency for homemaker and personal care to help frail older persons remain in their homes and also subcontract for legal services for older individuals in the region.

Legacy Link's RN's and social workers will continue to provide care management in all 13 counties for non-Medicaid and Medicaid-funded health programs to help nursing home eligible persons of all ages with chronic health conditions remain in their homes and communities. The RN's and case managers work with over 1,000 persons and their families to arrange for in-home and community health services to avoid premature nursing home placement.

Legacy staff will also continue to work with families and nursing home staff and assist residents in moving out of nursing homes and back into the community when feasible.

Additionally, we provide funding for services to help caregivers of persons with Alzheimer's disease and other dementias. We will continue funding various services designed to help families caring for someone with Alzheimer's in part-time day programs in Forsyth, White, Dawson, and Union Counties. We have a Caregiver Specialist on staff to work with families in all counties who have caregiver issues.

Attachment: Legacy Link (2021-046 : Legacy Link Local Share Commitment Letter FY2022)

The Legacy Kinship Care Program (Grandparents Raising Grandchildren) continues to help relatives and the children in their care. Our Wellness program for seniors has been highly successful in the region and the Retired Senior and Volunteer Program (RSVP) has about 350 volunteers aged 50+ who volunteer in their communities.

The Legacy Senior Community Service Employment Program assists low income persons aged 55+ needing employment and training. We pay minimum wage for part-time training on the job. The Trainees are helping their communities by training in your schools, court house libraries, day care, senior centers, parks and recreation, etc. while learning workplace skills to gain an unsubsidized job.

In order that we may continue to draw down federal and state funds for programs and services as described, we must have local match monies. Local match monies from each county government is necessary for us to continue sub-contracting and providing services including administration, information and referral, screening for services and volunteer programs in all counties. We utilize in-kind match as much as possible but need cash for match to continue our services in the region.

Our local share match request of each government for the fiscal year July 1, 2021 to June 30, 2022 is \$12,450.00 this year. This is an increase of \$1,000 to assist in our match for COVID 19 related funds. Each government's local share contribution is critical to draw down monies for continuation of services that help families in your county. This amount may be paid in one payment, monthly, quarterly, or semi-annually as in past years. We just need to know how much you wish to contribute.

The "Commitment" page for your signature signifying approval of the request is enclosed with this letter. Please sign and return to me in order that we may continue services offered in your county in the new fiscal year. If you have any questions about services operated of funded by Legacy Link in your county, please do not hesitate to call me.

We are most appreciative of your continuing support of Legacy Link over the years and your commitment to our partnership with you to benefit seniors and persons with disabilities in your county.

Sincerely,



Melissa Armstrong, MSW
CEO/ AAA Director

Enclosure

Attachment: Legacy Link (2021-046 : Legacy Link Local Share Commitment Letter FY2022)



LOCAL SHARE COMMITMENT LETTER

FY-2022

The FY-2022 local share requested by Legacy Link, Inc. from each county is \$12,450.00. This is an increase of \$1,000 to assist in our match for COVID 19 related funds. These funds will be used by the Area Agency on Aging as match to draw down the federal and state monies for administration, coordination, information and referral, employment and training of older workers, volunteer program, and other services. These funds will also help to continue wellness programs, Kinship Care program, and the Medicare prescription assistance in all counties.

The Lumpkin County Commission hereby approves the services to be offered for older citizens, family members, and individuals with disabilities in Lumpkin County in FY-2022 and agrees to pay the necessary local share monies in the amount of \$12,450.00 to secure federal and state monies and continue services as noted above.

APPROVED: _____

Lumpkin County Commission Chairman

DATE: _____

Please return to: Melissa Armstrong, CEO/ AAA Director
 Legacy Link, Inc.
 P.O. Box 1480
 Oakwood, Georgia 30566

Attachment: Legacy Link (2021-046 : Legacy Link Local Share Commitment Letter FY2022)



Lumpkin County, Georgia

Public Works Department

Date:	August 17, 2021
Agenda Item:	Safety Action Plan - Off System Road Striping
Item Description:	Request for BOC to award the contract for the 2021 Safety Action Plan project to Roadside Specialties, LLC.
Facts & Historical Information:	In March of 2021, Lumpkin County applied for funding for a Safety Action Plan (SAP). This GDOT program is a new program that replaced the Off System Safety Program. The request consisted of striping 43.4 miles of road and stop bars (see attached project report). In May the DOT approved \$120,000 of LMIG funding for the project. On July 29 th Lumpkin County received 1 bid for the project from Roadside Specialties, LLC (see attached bid tabulation) in the amount of \$147,840. This bid was below the estimated project cost of \$160,500.
Potential Courses Of Action:	A. Award the contract to Roadside Specialties, LLC in the amount of \$147,840 B. Reject the bid and rebid the project
Budget Impact:	This project is 70% funded by the GDOT. The county will be responsible for 30% of the total cost (\$44,352). The funding for this project will come from the TSPLOST.
Staff Recommendation:	Staff recommends that the BOC award the contract to Roadside Specialties, LLC in the amount of \$147,840.
Attachments:	05.28.2021 2021 LMIG Safety Action Plan approval letter request letter Roadside Specialties Submission 2021 Safety Improvements Contract



Russell R. McMurry, P.E., Commissioner
 One Georgia Center
 600 West Peachtree Street, NW
 Atlanta, GA 30308
 (404) 631-1000 Main Office

May 28, 2021

Chris Dockery, Chairman
 Lumpkin County
 99 Courthouse Hill, Suite A
 Dahlonega, Georgia 30533

RE: 2021 LMIG Safety Action Plan

Dear Chairman Dockery,

The Department has approved the County's application for additional LMIG funding assistance for the *2021 LMIG Safety Action Plan*. The Department will commit **\$120,000.00** toward your projects. A Local Match of **30%** is required. These funds are for signing and marking, raised pavement markers (RPM's), rumble strips and minor shoulder widening improvements as identified on the approved LMIG application and project list. GDOT Standard Specifications are to be followed.

These funds will be in addition to the regular yearly allocation of LMIG funds. The Department has initiated the payment process in order to provide the funds as soon as possible.

Once your GDOT approved projects are finished, please update your project list with GDOT approved projects that were actually completed and submit it, along with a completed Statement of Final Project Expenditures form (see attached) and invoices to LocalGrantsProgram@dot.ga.gov or to the address below:

Georgia Department of Transportation
 Office of Local Grants – 17th Floor
 One Georgia Center
 600 West Peachtree Street NW, Atlanta, Georgia 30308

If you have any questions, please feel free to contact me at 404-347-0231 or wwright@dot.ga.gov.

Sincerely,

Bill Wright
 Local Grants Administrator

cc: Mr. Kelvin Mullins; Ms. Emily Dunn; Hon. Will Wade; Hon. Steve Gooch; Jeramy Durrence

Attachment: 05.28.2021 LMIG Safety Action Plan approval letter (2021-048 : Safety Action Plan - Off System Road Striping)



FY _____

LOCAL MAINTENANCE & IMPROVEMENT GRANT Program (LMIG)**STATEMENT OF FINAL PROJECT EXPENDITURES**

DATE: _____

COUNTY: _____

CITY: _____

SUBMITTED BY: _____

(Local Government Representative- Person's Printed Name)

1. LMIG EXPENDITURES: \$ _____
(LMIG Funding Received from GDOT)

2. REQUIRED 10% or 30% MATCH: \$ _____
(10% or 30% of LMIG Funding Received in #1)

3. TOTAL PROJECT EXPENDITURES: \$ _____
(The Total Amount Spent on Project)

4. TOTAL LOCAL GOVERNMENT EXPENDITURES: \$ _____
[Total Project Expenditures above minus LMIG Expenditures at the Top (#3 minus #1)]

By signature below, I hereby certify that the above expenditures are for the work completed on the attached final Project List for the FY _____ LMIG Program.

Authorized Local Government Official Signature: _____

[Include financial documents to verify expenditures, including but not limited to invoices, contracts, checks, etc.]

For GDOT use only

PI Number: _____

Record Audit Performed: Yes No (Circle One)

Field Inspection Completion Date: _____

APPROVED: _____ Date: _____
(DISTRICT ENGINEER SIGNATURE)



LUMPKIN COUNTY BOARD OF COMMISSIONERS

David Miller
District 1

Bobby Mayfield
District 2

Chris Dockery
Chairman

Rhett Stringer
District 3

Jeff Moran
District 4



Date: March 25, 2021

Georgia Department of Transportation
Attn: Jeramy Durrance
1475 Jesse Jewell Parkway, Northeast Suite 100
Gainesville, Ga. 30501

Ref: Assistance for Striping on the SAP Projects.

Jeramy,

Lumpkin County would like to request funding for striping on several roads on the crash data list under the SAP program for 2021. A project report is attached and is for several roads from the crash data sheet that need striping.

We are up to date on our regular annual LMIG projects and they have been closed out. Funding for two other projects that have been approved are waiting to be bid out hopefully in early spring.

Funding for these projects will be greatly appreciated. Thank you for all you do for Lumpkin County.

Sincerely,

Chris Dockery, Chairman
Lumpkin County

Attachment: request letter (2021-048 : Safety Action Plan - Off System Road Striping)

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 20²¹
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

LOCAL GOVERNMENT INFORMATION

Date of Application: March 25, 2021

Name of local government: Lumpkin County
 Address: 99 courthouse hill, Dahlonega, Ga. Suite H
 Contact Person and Title: Charles Trammell, Special Projects Manager
 Contact Person's Phone Number: 706-300-6444
 Contact Person's Fax Number: _____
 Contact Person's Email: charles.trammell@lumpkincounty.gov

Is the Priority List attached? yes

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, Chris Dockery (Name), the Chairman (Title), on behalf of Lumpkin County (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 2019**

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard material, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue an available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. A projects identified on the Project list shall be constructed in accordance with the Department's Standard Specification of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:



(Signature)

Chris Dockery

(Print)

Mayor / Commission Chairperson

(Date)

E-Verify Number: 126741

Sworn to and subscribed before me,

This 25th day of March, 2021.

In the presence of: Denelia Harris

NOTARY PUBLIC

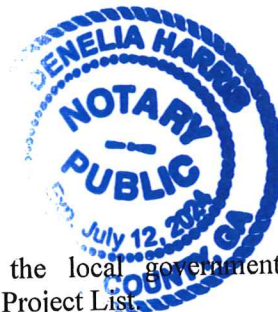
My Commission Expires: 7/12/24

NOTARY SEAL:

LOCAL GOVERNMENT SEAL:



FOR GDOT USE ONLY



The local government's Application is hereby granted and the amount allocated to the local government is _____ Such allocation must be spent on any or all of those projects listed in the Project List.

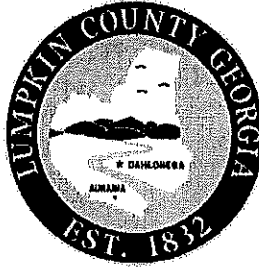
This _____ day of _____, 20____.

Kelvin Mullins
Local Grants Administrator

FY 2021 LMIG PROJECT REPORT

COUNTY / CITY Lumpkin County

Road Name	Beginning	Ending	Length (Miles)	Description of Work	Project Cost	Project Let Date
Auraria Road	SR 9	Dawson County Line	8.22	High Build Centerline and Edge line Striping	\$7603.50	5-15-2021
Cavender Creek Rd.	SR 9	Bridge over Chestatee River	6.39	High Build Centerline and Edge Line Striping	\$5910.75	5-15-2021
Ben Higgins Rd.	SR 9	Auraria Road	3.33	High Build Centerline and Edge Line Striping	\$3080.25	5-15-2021
Oak Grove Rd.	SR 60 Buss.	Siloam Church Rd.	3.97	High Build Centerline and Edge Line Striping	\$3672.25	5-15-2021
Copper Mine Road	SR 115	Long Branch Extension Rd.	3.39	High Build Centerline and Edge Line Striping	\$3135.75	5-15-2021
Hamp Mill Road	Oak Grove Rd.	Torrington Rd	1.80	High Build Centerline and Edge Line Striping	\$1665.00	5-15-2021
Town Creek Church Rd.	Cavender Creek Road	White County Line	3.63	High Build Centerline and Edge Line Striping	\$3357.75	5-15-2021
Castleberry Bridge Road	SR 9	Auraria Road	4.02	High Build Centerline and Edge Line Striping	\$3718.50	5-15-2021
Seven Mile Hill Road	SR 60	Martin Ford Rd.	2.34	High Build Centerline and Edge Line Striping	\$2164.50	5.15.2021
Camp Wahsega Road	Apple Ridge Road	Mountain Ranger Camp	6.30	High Build Centerline and Edge Line Striping	\$5827.50	5-15-2021



VENDOR'S CHECKLIST AND BID SUBMITTAL PACKET

Company Name: Roadside Specialties, LLC

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

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

Authorized Signature

Vice President

Title

Seth Perryman

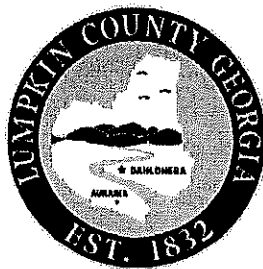
Print Name

7/27/2021

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID

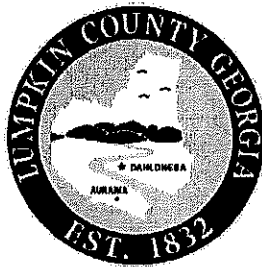
Attachment: Roadside Specialties Submission (2021-048 : Safety Action Plan - Off System Road Striping)



INFORMATION FORM

1. Legal Business Name Roadside Specialties, LLC
 2. Street Address 4285 Franklin Goldmine Road
 3. City, State & Zip Cumming GA 30028
 4. Type of Business: State of Registration: Limited Liability Company: Georgia
(Association, Corporation, Partnership, Limited Liability Company, etc.)
 5. Name & Title of Authorized Signer: Seth Perryman, Vice President
 6. Primary Contact Seth Perryman
 7. Phone Fax (678)982-4440
 8. E-mail seth@roadsidespecialties.com
 9. Company Website roadsidespecialties.com
 10. Has your company ever been debarred from doing business with any federal, state or local agency?
Yes _____ No x
- If yes, please state the agency name, dates and reason for debarment.
- _____
- _____
- _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID



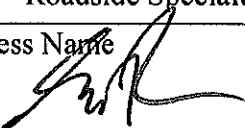
EXECUTION OF PROPOSAL FORM

DATE: 7/27/2021

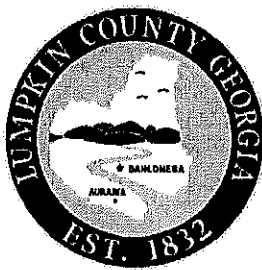
The potential Contractor certifies the following by placing an "X" in all blank spaces:

- ☒ That this proposal was signed by an authorized representative of the firm.
- ☒ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- ☒ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- ☒ That the potential Contractor agrees to the conditions as set forth in this Invitation to Bid with no exceptions.

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

Roadside Specialties, LLC
 Business Name _____

 Authorized Signature _____ Date 7/27/2021
 Seth Perryman, Vice President
 Typed Name & Title _____

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

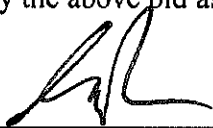


PRICE PROPOSAL FORM

Company Name: Roadside Specialties, LLC

Total Bid: \$147,840.00

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

 _____ Authorized Signature	7/27/2021 _____ Title
Seth Perryman _____ Print Name	Vice President _____ Title

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

Attachment: Roadside Specialties Submission (2021-048 : Safety Action Plan - Off System Road Striping)

LUMPKIN COUNTY CONTRACT SCHEDULE
VARIOUS COUNTY ROADS

CONTRACT ID: 2021 #0001
PROJECT: Lumpkin SAP Project 2021 #0001

LINE NO	ITEM DESCRIPTION	ESTIMATED QUANTITY AND UNITS	UNIT PRICE DOLLARS/CENTS
0005	653-1704 Thermoplastic Solid Traffic Stripe 24"	330 Lin. Ft.	\$10.00
0010	652-2501 Solid Traffic Stripe, 5" White	87 LM	\$825.00
0015	652-2502 Solid Traffic Stripe, 5" Yellow	87 LM	\$825.00
0020	652-3501 Skip Traffic Stripe, 5" White	1 GLM	\$495.00
0025	652-3502 Skip Traffic Stripe, 5" Yellow	1 GLM	\$495.00
			\$147,840.00
			Total Bid



Document A310™ - 2010

Bid Bond

BOND NUMBER: TBD

CONTRACTOR:

(Name, legal status and address)

Roadside Specialties, LLC
4285 Franklin Goldmine Road
Cumming, GA 30028

OWNER:

(Name, legal status and address)

Lumpkin County Board of Commissioners
99 Courthouse Hill
Dahlonega, GA 30533

BOND AMOUNT: \$ Five Percent (5%) of Bid Amount

SURETY:

(Name, Legal status and principal place of business)

Great Midwest Insurance Company
800 Gessner, Suite 600
Houston, TX 77024

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

Project Number: 2021-004
Applying Thermoplastic Stop Bars and High Build Paint to Centerline and Edgeline Striping on Various County Roads

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of July, 2021.

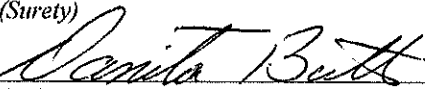

(Witness)


(Witness)

Roadside Specialties, LLC
(Contractor as principal) (Seal)


(Title) Seth Perryman, Vice President

Great Midwest Insurance Company
(Surety) (Seal)


(Title) Danita Butts, Attorney-in-Fact

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Danita Butts, Angela Norris, Robert Hamilton, Sherrel Danny Sellers, Michael Caffrey, Karen Sue Haworth

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



GREAT MIDWEST INSURANCE COMPANY

BY

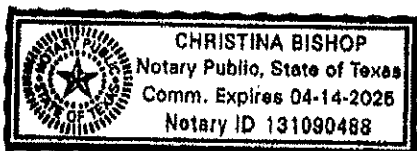
Mark W. Haushill

Mark W. Haushill

President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY

Christina Bishop

Christina Bishop

Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolution as set forth are now in force.

Signed and Sealed at Houston, TX this 26th Day of July, 2021.



BY

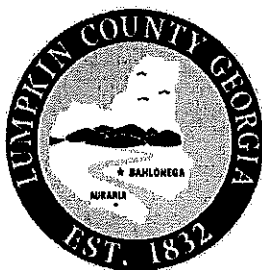
Leslie K. Shaunty

Leslie K. Shaunty

Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Attachment: Roadside Specialties Submission (2021-048 : Safety Action Plan - Off System Road Striping)



CERTIFICATION AND NON-COLLUSION FORM

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

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

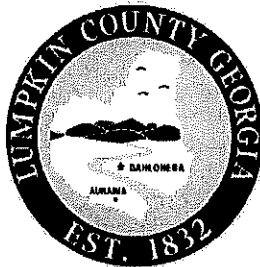
I certify that there has been no contact or communication by the proposer or the proposer's associates with any County staff, or elected officials since the date this **BID #2021 004 ITB APPLYING THERMOPLASTIC STOP BARS AND HIGH BUILD PAINT TO CENTER LINE AND EDGELINE STRIPING ON VARIOUS COUNTY ROADS**, was issued except: 1) through the Purchasing Department 2) at the Pre-Bid Conference (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the bid submitted by any proposer violating this provision.**

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

COMPANY NAME:	<u>Roadside Specialties, LLC</u>
	<u>7/27/2021</u>
<u>Authorized Representative (Signature)</u>	<u>Date</u>
<u>Vice President</u>	
<u>Authorized Representative/Title</u>	
<u>Seth Perryman</u>	
<u>(Print or Type)</u>	

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

Attachment: Roadside Specialties Submission (2021-048 : Safety Action Plan - Off System Road Striping)



DRUG- FREE WORKPLACE FORM

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

Roadside Specialties, LLC

Whose address is: 4285 Franklin Goldmine Road, Cumming GA 30028

And it is also that:

1. The provisions of Section § 50.24.1 through § 50.24.6 of the Official Code of Georgia Annotated relating to the "Drug Free Workplace Act" and have been complied with in full, and
2. A drug free workplace will be provided for the CONTRACTOR'S employees during the performance of the contract; and,
3. Each subcontractor hired by the CONTRACTOR shall be required to ensure that the subcontractor's employees are provided a drug free workplace. The CONTRACTOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with

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

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

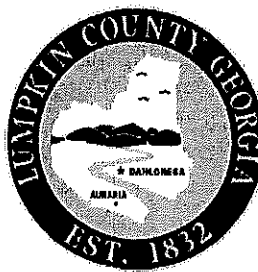
Signature

Sehn Perryman, Vae President

7/27/2021

Date

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



ADDENDA ACKNOWLEDGEMENT FORM

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

Addendum No. N/A

Addendum No. _____

Addendum No. _____

Addendum No. _____

Authorized Representative (Signature)

7/27/2021

Date

Seth Perryman, Vice President

Authorized Representative/Title
(Print or Type)

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

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

Attachment: Roadside Specialties Submission (2021-048 : Safety Action Plan - Off System Road Striping)

**IMMIGRATION AND SECURITY FORM
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Contractor identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the County, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the County at the time the subcontractor(s) is retained to perform such service.

941043

EEV / E-Verify Company Identification Number

7/27/2021

BY: Authorized Officer or Agent

Date

(Contractor Name)

Vice President

Title of Authorized Officer or Agent of Contractor

Seth Perryman

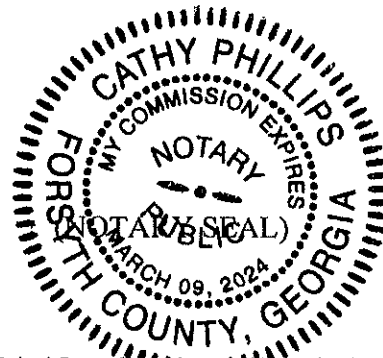
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE DAY OF 20 27 of July 2021

Notary Public

My Commission Expires: 3-9-24

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-



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

Attachment: Roadside Specialties Submission (2021-048 : Safety Action Plan - Off System Road Striping)

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

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

X I am a United States citizen; or

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

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

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

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

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

Roadside Specialties, LLC

Applying on behalf of Name of associated business

7/27/2021

Signature of Applicant
Seth Perryman

Date _____

Printed Name _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE 27 DAY OF July 2021

Notary Public

My Commission Expires:

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

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

SECURE AND VERIFIABLE DOCUMENTS UNDER O.C.G.A. §50-36-2

[Issued August 1, 2011 by the Office of the Attorney General, Georgia]

The following list of secure and verifiable documents, published under the authority of O.C.G.A. §50-36-2, contains documents that are verifiable for identification purposes, and documents on this list may not necessarily be indicative of residency or immigration status.

**INDICATE AND ATTACH A COPY OF THE DOCUMENT
(front and back)**

- ☐ United States passport or passport card
- ☐ United States military identification card
- ☐ Merchant Mariner Document or Merchant Mariner Credential issued by the United States Coast Guard
- ☐ Secure Electronic Network for Travelers Rapid Inspection (SENTRI) card
- ☒ Driver's license issued by one of the United States, the District of Columbia, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.
- ☐ Identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.
- ☐ Tribal identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.
- ☐ Passport issued by a foreign government
- ☐ Free and Secure Trade (FAST) card
- ☐ NEXUS card
- ☐ United States Permanent Resident Card or Alien Registration Receipt Card
- ☐ Employment Authorization Document that contains a photograph of the bearer.
- ☐ Certificate of Citizenship issued by the United States Department of Citizenship and Immigration Services (USCIS) [Form N-560 or Form N-561]
- ☐ Certificate of Naturalization issued by the United States Department of Citizenship and Immigration Services (USCIS) [Form N-550 or Form N-570]

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

[Page 2 of 2]

Attachment: Roadside Specialties Submission (2021-048 : Safety Action Plan - Off System Road Striping)

Private Employer Exemption Affidavit Pursuant to O.C.G.A § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A §36-60-6, stating affirmatively that the individual, firm or corporation employs fewer than eleven employees and therefore, is not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent program in accordance with the applicable provisions and deadlines established in O.C.G.A § 13-10-90.

Signature of Exempt Private Employer

Printed Name of Exempt Private Employer

N/A
Not Exempt

I hereby declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 201____.

NOTARY PUBLIC

My Commission Expires: _____

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

Attachment: Roadside Specialties Submission (2021-048 : Safety Action Plan - Off System Road Striping)

BIDDER'S CERTIFICATION

APPLICATION OF THERMO STOP BARS AND HIGH BUILD PAINT ON THE CENTERLINE AND EDGE LINE OF VARIOUS COUNTY ROADS.

Date of Bid July 29,2021

I certify that this Bid is submitted without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same goods/services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all terms and conditions stated of this bid document and certify that I am authorized to sign this bid for the bidder.

I acknowledge that this Project will be constructed in English units.

I certify that I have carefully examined the Plans for this Project and the Standard Specifications, 2013 Edition, and the Supplemental Specifications and Special Provisions included in and made a part of this Bid, and have also personally examined the site of the work. On the basis of the said Scope of Work and Specifications, I propose to furnish all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all the materials in the manner specified.

I understand the quantities mentioned are approximate only and are subject to either increase or decrease and hereby propose to perform any increased or decreased quantities of work or extra work on the basis provided for in the Specifications.

I also hereby agree that Lumpkin County would suffer damages in a sum equal to at least the amount of the enclosed Bid Guaranty, in the event my Bid should be accepted and a Contract tendered me there under and I should refuse to execute same and furnish bond as herein required, in consideration of which I hereby agree that, in the event of such failure on my part to execute said Contract and furnish bond within fifteen (15) days after the date of the letter transmitting the Contract to me, the amount of said Bid Guaranty shall be and is hereby, forfeited to Lumpkin County, as liquidated damages as the result of such failure on my part.

I further agree to execute a Contract prepared by Lumpkin County as soon as the work is awarded to me, and to begin and complete the work within the time limit provided. I also propose to furnish the Bonds as required by the Bid Documents and laws of the State of Georgia. Such bond(s) shall not only serve to guarantee the completion of the work on my part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted, as well as to fully comply with all the laws of the State of Georgia and Lumpkin County.

BIDDER'S CERTIFICATION

BIDDER INFORMATION (TYPE OR PRINT)

Roadside Specialties, LLC
 NAME OF COMPANY
 4285 Franklin Goldmine Road
 ADDRESS
 Cumming GA 30028
 CITY, STATE, & ZIP CODE
 678-456-8119
 PHONE NUMBER
 FAX #
 81-0998994
 TAX ID NUMBER

NAME AND MAILING ADDRESS (WHERE TO SEND PAYMENT)

Roadside Specialties, LLC
 NAME OF COMPANY
 4285 Franklin Goldmine Road
 ADDRESS
 Cumming GA 30028
 CITY, STATE, & ZIP CODE
 678-456-8119
 PHONE NUMBER
 Seth@roadsidespecialties.com
 EMAIL ADDRESS
 OR
 SOCIAL SECURITY NUMBER

NAME & TITLE OF PERSON AUTHORIZED TO SIGN

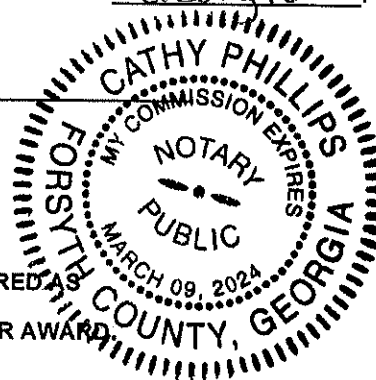
Seth Perryman
 NAME
 TITLE Vice President

[Signature]
 SIGNATURE

SWORN TO AND SIGNED BEFORE ME, A NOTARY PUBLIC, THIS 27 DAY OF July, IN THE YEAR 2021. NOTARY PUBLIC IN AND FOR THE COUNTY OF Forsyth, STATE OF Georgia.

NOTARY PUBLIC SIGNATURE AND SEAL: *[Signature]*

MY COMMISSIONER EXPIRES: 3-9-24



PROPOSALS OR BIDS NOT SIGNED SHALL BE DECLARED AS
 "NON-RESPONSIVE" AND MAY NOT BE CONSIDERED FOR AWARD

**Contract for Safety Improvements to Various County Roads
2021 Lumpkin SAP PROJECT # 2021-004**

This agreement is made and entered into between the **Lumpkin County Board of Commissioners**, the governing authority of Lumpkin County, hereinafter referred to as “Lumpkin County”, a political subdivision of the State of Georgia, and **Roadside Specialties, LLC**, hereinafter referred to as “Contractor”.

Whereas, in consideration of the mutual benefits accruing to each party, the parties hereby agree as follows:

A. Summary of Work and Payment:

1. Contractor shall provide all necessary labor, material and equipment for the installation of safety improvements on the county roads listed in Lumpkin County’s Invitation to Bid issued June 23, 2021 (hereinafter referred to as the ‘Invitation to Bid’). These improvements include high build striping and thermoplastic stop bars as set forth in the Invitation to Bid. All work will be done in accordance with the Invitation to Bid for 2021 Lumpkin SAP Project #2021-004, and any addendums issued thereto, and the Specifications and Special Provisions contained therein, the 2013 State of Georgia Standard Specifications and the Manual on Uniform Traffic Control Devices (MUTCD).

Lumpkin County personnel will be supervising construction of this project but will also be subject to inspections and audits by the Georgia Department of Transportation.

2. Contractor shall be authorized to begin work upon the issuance of a Notice to Proceed from Lumpkin County. All work shall be completed no later than 180 calendar days from the day the Notice to Proceed is issued.

3. The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the Contractor’s authorized representative, who shall be authorized to receive and accept any and all communications from the County. The County shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the County.

4. The Contractor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the County, if the County reasonably determines that the performance of any sub-contractor or personnel is unsatisfactory.

5. Contractor shall be paid for work performed under this Contract on a unit price basis as follows:

Line No.	Item Description	Unit Price
0005	653-1704 24” Thermoplastic Solid Traffic Stripe (LF)	\$10.00
0010	652-2501 5” Solid White Traffic Stripe (LM)	\$825.00
0015	652-2502 5 In. Solid Yellow Traffic Stripe (LM)	\$825.00
0020	652-3501 5 In. Skip White Traffic Stripe (GLM)	\$495.00
0025	652-3502 5 In. Skip Yellow Traffic Stripe (GLM)	\$495.00

Payment shall be made according to the terms contained in the Invitation to Bid.

B. Bonds:

Contractor shall, prior to commencing work, provide and shall maintain, during the continuance of all work under the Contract, all Bonds required in the Invitation to Bid.

C. Liability:

Contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this Contract.

Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

Contractor shall be liable for any collateral damage (such as broken curbs, crushed sidewalks, broken water meters, etc.) caused as a result of its work under this Contract. Contractor shall restore and/or repair, at Contractor's cost, any and all collateral damage, including, but not limited to, damage to infrastructure, back to its pre-existing condition if the damage was caused by Contractor's activities.

D. Insurance:

The Contractor shall, during the continuance of all work under the Contract, provide and maintain all insurance policies required by the Invitation to Bid.

E. Assignment of Contractual Rights and Subcontracting:

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of this contract or its right, title, or interest in or to the same, or any part thereof, without written consent of the County.

Contractor shall not subcontract any work without the express written consent of the County. The County must approve all subcontractors.

F. Indemnity:

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold Lumpkin County harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

G. Documents Deemed Part of Contract:

1. Unless otherwise modified by this Contract, Lumpkin County's Invitation to Bid for 2021 Lumpkin SAP Project #2021-004, and any addendums issued thereto, and the Specifications and Special Provisions contained therein, the 2013 State of Georgia Standard Specifications and the Manual on Uniform Traffic Control Devices (MUTCD) shall be deemed part of the contract. No documentation or information provided by the Contractor shall be deemed part of the contract unless expressly incorporated herein.

H. Severability:

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State of Georgia, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

I. Dispute Resolution:

Lumpkin County and the Contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be Lumpkin County, Georgia.

J. Cancellation:

Lumpkin County reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations, is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the Contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to Lumpkin County. Lumpkin County shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained herein, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the Contractor.

If the termination clause is used by the County, the Contractor will be paid by the County for all scheduled work completed satisfactorily by the Contractor up to the termination date set forth in the written termination notice.

K. Safe Working Environment and Drug Free Workplace

Contractor shall provide a safe working environment.

Contractor certifies that the provisions of Code Sections 5024-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Contractor further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and

2. If Contractor hires a Subcontractor to work in a drug-free work place, Contractor shall secure from that Sub Contractor the following written certification:

As part of the subcontracting agreement with (Contractor's name), (Sub Contractor's name) certifies to the Contractor that a drug-free workplace will be provided for the Sub Contractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

The Contractor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

L. Amendments or Modifications:

All contract amendments or modifications must be in writing and signed by all parties.

M. Notices:

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

1. Upon personal delivery to the Contractor or his authorized representative, which delivery may be accomplished by in person hand delivery, via bona fide overnight express service or telephonic facsimile transmission; or

2. Three (3) days after depositing in the United States mail a letter which is either certified or registered, with return receipt requested, addressed to the Contractor at the following address:

Roadside Specialties, LLC
Attn: Seth Perryman, Vice President
4285 Franklin Goldmine Rd
Cumming, GA 30028

and to Lumpkin County at the following address:

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

This Contract is made and entered into this 17th day of August, 2021.

Lumpkin County:

Contractor:

Roadside Specialties, LLC

By:

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Name: **Seth Perryman**
Title: **Vice President**

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachment: 2021 Safety Improvements Contract (2021-048 : Safety Action Plan - Off System Road Striping)



Lumpkin County, Georgia

Development Authority Department

Date: August 17, 2021

Agenda Item: NTIA Broadband Infrastructure Program Application

Item Description: Windstream sent a request for Lumpkin County to serve as the “Applicant” for the National Telecommunication & Information Administration (NTIA) broadband infrastructure grant. This program is managed by the Department of Commerce. The Broadband Infrastructure Program is a \$288 million broadband deployment program directed to partnerships between a state, or one or more political subdivisions of a state, and providers of fixed broadband service to support broadband infrastructure deployment to areas lacking broadband, especially rural areas.

**Facts & Historical
Information:**

- The request was received on Thursday, July 29
- Application materials due to Windstream Friday, August 6
- Application deadline Tuesday, August 17

As the Applicant, the governmental entity (Lumpkin County) must serve as the lead applicant for the covered partnership and would enter into the grant agreement with NTIA and assume primary operational and financial responsibility for completing the project should an award be made.

At this time, staff nor legal have been able to fully examine the proposal from Windstream.

**Potential Courses
Of Action:**

- Agree to move forward with finalizing the grant application materials and submit the application as requested.
- Do not submit the grant application and pursue other partnerships and funding opportunities (such as State Fiscal Recovery Act).

Budget Impact:

Currently, Windstream is not asking Lumpkin County for any direct financial contributions to the grant application.

There will be staff hours for pulling the grant application materials together and then ongoing costs for reporting and financial administration of the grant. Another potential cost could be a third-party

technical advisor/consultant to ensure the project is being built out properly before reimbursements are issued.

Staff has not had time to fully estimate these potential costs and Windstream has no tentative administration costs built in the proposed grant application.

Staff Recommendation:



Lumpkin County, Georgia

LC Airport Authority Department

Date:	August 17, 2021
Agenda Item:	GDOT Grant Funding for LC Wimpy Airport Construct Primary Surface Grading Phase II
Item Description:	Commitment for 25% funding for three projects at the Lumpkin County airport.
Facts & Historical Information:	On July 23rd, GDOT sent a letter requesting the county formally request and commit to the 25% local share of three projects at the airport. Also, to commit to meeting the contract date listed in the attached letter. GDOT is requesting that the County confirm no later than August 20, 2021. The projects are: 1. Regrading of primary surface phase II 2. Obstruction removal 3. Remarking of the runway The estimated cost of these projects is \$400,000 with the County share being \$100,000. The regrading and obstruction removal projects are on the current airport CIP plan (attached) approved by the Airport Authority. The remarking project is a result of the 2021 GDOT inspection. Staff has released an RFP for a wetlands and waters jurisdictional determination. This will be required in order to complete the grading plan and to determine the extent of the grading project. This may make it difficult to reach the milestones on the schedule, but should not delay beyond the end of GDOT's FY 2022.
Budget Impact:	The proposed plan for 2022 will require an estimated match of \$100,000. The current 2022 airport budget has \$132,500 in it for improvements and buildings. There is more information needed to develop a better estimate of the total project costs, but once that information is received,

staff can adjust the scope of work to match the budgeted funds.

Staff Recommendation: Staff recommends that the BOC approve the projects and send the formal request letter to GDOT.

Attachments:

Dahlonega TA Letter
Dahlonega Confirmation Template
authority approved project list



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

July 23, 2021

The Honorable Chris Dockery, Chairman
 Lumpkin County Board of Commissioners
 99 Courthouse Hill, Suite H
 Dahlonega, GA 30533

Dear Chairman Dockery:

The Department is pleased to announce a tentative allocation of state funding assistance in the amount of \$300,000 for the following projects at the Lumpkin County-Wimpys Airport:

Obstruction Removal; Construct Primary Surface Grading Phase II; Remark Runway

Please confirm, by letter, no later than **August 20, 2021**, your intent to proceed with and fund this project in the state's Fiscal Year 2022, which ends June 30, 2022. State funding for this project if unconfirmed by this date may be reassigned.

State funding assistance must be formally requested by letter to the Department's Commissioner. See attached sample letter. State funding participation is 75% of the project. **This project will require matching funds from the Lumpkin County Board of Commissioners estimated in the amount of \$100,000.00.** This is a tentative allocation of funds, the actual contract amount will be based competitive bids received to accomplish the project.

The Department has scheduled this project to be ready for contract in **March 2022**. Please note if the project does not meet the agreed upon scheduled contract date the Department will consider moving the project in order to accommodate other projects or consider deferring the project to the next fiscal year. Please review the project schedule within the TA confirmation for milestone dates. Damon Carr has been assigned from our Aviation Programs office to assist in this tentative allocation award including but not limited to, overall project coordination, federal and state guidance, and project review and scheduling. Please communicate with your project manager by the 5th of each month regarding your project's status and schedule.

As acknowledgement to this tentative allocation award, please provide a letter with the following: (See attachment)

- Confirmation of intent to proceed with and fund this project in the state's FY22 according to the agreed upon schedule
- Formal request for state funding assistance

Please contact Damon Carr, Project Manager, at 470-715-5494 if you have any questions. We look forward to the successful completion of this project.

Sincerely,

Leigh Ann Trainer, Assistant Director
 Division of Intermodal

cc: Emily Dunn, State Transportation Board

Attachment

Attachment: Dahlonega TA Letter (2021-050 : GDOT Grant Funding for LC Wimpy Airport Construct Primary Surface Grading Phase II)

[On Sponsor Letterhead]

[Date]

Mr. Russell R. McMurry, P.E., Commissioner
Georgia Department of Transportation
600 W. Peachtree St., NW
Atlanta, GA 30308

Attn: Colette E. Williams, A.A.E., Assistant Aviation Program Manager

Dear Commissioner McMurry:

By copy of this letter, we confirm our intent to proceed with and fund Obstruction Removal; Construct Primary Surface Grading Phase II; Remark Runway at the Lumpkin County-Wimpys Airport

1. In accordance with Department policy, we respectfully request state funding assistance in the amount of 75% of the state/local project.
2. Will meet the following project schedule to meet a contract date of

[please discuss with your Project Manager prior to responding if you would like a revised schedule]

Project Activity	Date
90% plan submittal	October 2021
GDOT Plan Review	October 2021
100% Plan/Specs	December 2021
Bid Advertisement	January 2022
Bid Opening	February 2022
Certified Bid Tab Submittal	March 2022
GDOT Contract	March 2022
Sponsor Execution	March 2022

In addition, it is understood if the agreed upon scheduled contract date is not met the Department will consider moving the project to later in FY22 or consider deferring the project to the next fiscal year.

Sincerely,

[Signature]

[Airport Sponsor Representative Printed Name]

cc: Damon Carr, Project Manager

Approved by Lumpkin County Board
 July 13, 2020. Jimmy Thibault
 Chair

13.c

Lumpkin County Wimpy's Airport, Dahlonega, Ga

Updated June 12, 2020

Capital Improvement Plan FY2021 - FY2025

		<u>STATE</u>		<u>Total</u>	<u>State Funds</u>	<u>Local Funds</u>	<u>Application</u>
Lumpkin County Wimpy's Airport	Dahlonega	FY 2021	Primary Surface Grading Phase II	\$100,000.00	\$75,000.00	\$25,000.00	Not Submitted
Lumpkin County Wimpy's Airport	Dahlonega	FY 2021	Obstruction Removal Project and Land Acquisition	\$150,000.00	\$112,500.00	\$37,500.00	Not Submitted
Lumpkin County Wimpy's Airport	Dahlonega	FY 2021	Airport Security Fence, Gate and Security Cameras	\$253,000.00	\$189,750.00	63,250.00	Not Submitted
Lumpkin County Wimpy's Airport		FY 2021	Grading and Paving Airport Entry and Parking Lot in Order to Install Security Fence and Gate	\$45,000.00	\$33,750.00	\$11,250.00	Not Submitted
Lumpkin County Wimpy's Airport		FY 2021	Terminal Building to Replace Current Restroom and Lobby Area	\$200,000.00	\$150,000.00	\$50,000.00	Not Submitted
<u>2021 Total</u>				<u>\$748,000.00</u>	<u>\$561,000.00</u>	<u>\$187,000.00</u>	
Lumpkin County Wimpy's Airport		FY 2022	Lighting NE Runway Widening and Remarking Design	\$40,000.00	\$30,000.00	\$10,000.00	Not Submitted
<u>2022 Total</u>				<u>\$40,000.00</u>	<u>\$30,000.00</u>	<u>\$10,000.00</u>	
Lumpkin County Wimpy's Airport		FY 2023	Lighting Rehab, NE Runway Widening and Remarking Construction	\$400,000.00	\$300,000.00	\$100,000.00	Not Submitted
<u>2023 Total</u>				<u>\$400,000.00</u>	<u>\$300,000.00</u>	<u>\$100,000.00</u>	
Lumpkin County		FY 2024	Design of Runway Extension	\$200,000.00	\$150,000.00	\$50,000.00	Not Submitted

Attachment: authority approved project list (2021-050 : GDOT Grant Funding for LC Wimpy Airport

Wimpy's Airport

Lumpkin County Wimpy's Airport	FY 2024	Runway Pavement Maintenance Per State Plan	<u>\$43,000.00</u>	<u>\$32,250.00</u>	<u>\$10,750.00</u>	Not Submitted
<u>2024 Total</u>			<u>\$243,000.00</u>	<u>\$182,250.00</u>	<u>\$60,750.00</u>	
Lumpkin County Wimpy's Airport	FY 2025	Construction of Runway Extension Paving and Marking	<u>\$1,000,000</u>	<u>\$750,000.00</u>	<u>\$250,000.00</u>	Not Submitted
<u>2025 Total</u>			<u>\$1,000,000.00</u>	<u>\$750,000.00</u>	<u>\$250,000.00</u>	
Grand Total FY 2021 - FY 2025			<u>\$2,431,000.00</u>	<u>\$1,823,250.00</u>	<u>\$607,750.00</u>	



Lumpkin County, Georgia

Special Projects Department

Date: August 17, 2021

Agenda Item: Consideration of Donation/Loan of Antique Tractor

Item Description: Consideration of Donation/Loan of Antique Tractor

Facts & Historical Information:

Potential Courses Of Action:

Contract Term:

Budget Impact:

Staff Recommendation:

Attachments:

Questionnaire
 Pictures
 Fencing
 Barrier Example
 Standard Loan Agreement

2011-16

Exhibit "A"

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:

1. Name and Address of Donor/Lender:

Jeff Underwood 446 Parks Drive Dahlonega

2. Types of donation (check all that apply):

[] Goods [] Services ☒ Loan* [] Cash/Check [] Other

*Describe length of loan:

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).

display 1938 John Deere Tractor

4. What is the estimated value of the donation?

\$12,000

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?

none

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?

none

10. Will the donor retain any rights to the donation? If yes, explain.

yes, loan only

Attachment: Questionnaire (2021-051 : Consideration of Donation/Loan of Antique Tractor)

2011-16

Exhibit "A"

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.



Tractor Display Plan

Attachment: Pictures (2021-051 : Consideration of Donation/Loan of Antique Tractor)



ACTUAL TRACTOR THAT WILL
BE ON DISPLAY

Picture	Description	Size	Buy Now
	SP01 Signature Panel Traditional Style	6' x 42"	\$111.72
	SP02 Signature Panel Picket Style	6' x 42"	\$117.92
	SP06 Signature Panel Lattice Style	6' x 42"	\$114.38
	SP03 Signature Panel Display Style	6' x 42"	\$135.96

Attachment: Fencing (2021-051 : Consideration of Donation/Loan of Antique Tractor)

Type of barrier Mr. Underwood plans to use for the display of the tractor.



Attachment: Barrier Example (2021-051 : Consideration of Donation/Loan of Antique Tractor)

Lumpkin County Board of Commissioners

STANDARD LOAN AGREEMENT

This Agreement entered into this ___ day of _____ 20_____ by _____ and _____ between Lumpkin County, Georgia (hereinafter referred to as "LC") and _____ (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: _____, Ending Date: _____
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: _____

LC: County Manager, 99 Courthouse Hill, Suite A, Dahlonega Georgia, 30533,
 with a copy to _____ Department Director (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.

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

[signature page follows]

2011-16

Exhibit "A"

DONOR**LUMPKIN COUNTY**

For an Individual LENDER:

Signature of IndividualBy: _____
Chairman_____
Notary PublicAttest: _____
Clerk of Commission_____
Date

NOTARY SEAL

For a Corporate LENDER:

Name of CorporationBy: _____
Chief Executive OfficerAttest: _____
Corporate Secretary_____
Date

CORPORATE SEAL

RETURN OF LOANED ITEM(S) IS HEREBY ACKNOWLEDGED:

Signature of Lender

Date: _____

Attachment: Standard Loan Agreement (2021-051 : Consideration of Donation/Loan of Antique Tractor)

2011-16

Exhibit "A"

ATTACHMENT A

LOAN DESCRIPTION

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

1.

Attachment: Standard Loan Agreement (2021-051 : Consideration of Donation/Loan of Antique Tractor)

2011-16

Exhibit "A"

ATTACHMENT B
SPECIAL CONDITIONS

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

1.

Attachment: Standard Loan Agreement (2021-051 : Consideration of Donation/Loan of Antique Tractor)



Lumpkin County, Georgia

County Clerk Department

Date:	August 17, 2021
Agenda Item:	Alcoholic Beverage License – Shalina Business LLC d/b/a Mart 24/7
Item Description:	This is for the issuance of an alcoholic beverage license for Beer & Wine Package sales located at 4766 Hwy 52 East, Dahlonega, GA 30533.
Facts & Historical Information:	Jigna Patel is applying for Shalina Business LLC d/b/a Mart 24/7 to obtain a Beer & Wine Package sales alcoholic beverage license.
Potential Courses Of Action:	A. Approve the license. B. Deny the license
Staff Recommendation:	Approve the alcoholic beverage license.



Lumpkin County, Georgia

Board of Commissioners Department

Date: August 17, 2021

Agenda Item: Voting Delegate – Legislative Leadership Conference

Item Description: This is to appoint a voting delegate to cast their county's vote on matters coming before the business session of the ACCG Legislative Leadership Conference.



Lumpkin County, Georgia

Development Authority Department

Date:	August 17, 2021
Agenda Item:	GMRC Request for Assistance – GDNr Recreational Trails Program
Item Description:	This letter requests assistance from Georgia Mountain Regional Commission in preparing a 2021-2022 Georgia Department of natural Resources – Recreational Trails Program grant pre-application and (if selected) a second-level application.
Facts & Historical Information:	Development Authority Director Rebecca Mincey is presenting on the GDNr Recreational Trails Program at the August 3, 2021 Board of Commissioners Work Session. Should the Board of Commissioners choose to pursue a grant through the Recreational Trails Program, staff is asking the Board to consider engaging GMRC to prepare and submit the grant pre-application and (if selected) a second-level application.
Potential Courses Of Action:	1) Approve the GMRC Request for Assistance. 2) Take no action.
Budget Impact:	There is a \$500 fee for engaging GMRC to prepare and submit the pre-application and (if selected) a second-level application. There are funds in the operating budget to be used for this purpose.
Staff Recommendation:	Staff recommends approving the GMRC Request for Assistance.
Attachments:	Lumpkin County - RTP (8.17.21 to 9.30.22) DRAFT BOC Update Packet 07.14.2021

PARTIES: Georgia Mountains Regional Commission
Lumpkin County

SUBJECT: Recreational Trails Program
New Trail Construction

TERM: August 17, 2021 to September 30, 2022

**AGREEMENT
APPLICATION PREPARATION**

THIS AGREEMENT entered into this ____ day of August, between the GEORGIA MOUNTAINS REGIONAL COMMISSION, a public agency, hereinafter referred to as the “Commission”, and LUMPKIN COUNTY, hereinafter referred to as the “County”.

WITNESSETH

WHEREAS, the County desires to engage the Commission to prepare a grant application in connection with the Recreational Trails Program for the above-referenced project; and,

WHEREAS, the Commission desires to render such services and warrants that it possesses the capabilities to satisfactorily render such services.

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

- Engagement of the GMRC:** The County agrees to engage the Commission and the Commission agrees to perform services associated with the preparation of the Recreational Trails Program Grant.
- Compensation:** The County agrees to pay the Commission \$500 for the preparation of the application.
- Time of Performance:** The Commission will immediately initiate the preparation of the Recreational Trails Program Grant application for submittal.

Attachment: Lumpkin County - RTP (8.17.21 to 9.30.22) DRAFT (3165 : GMRC Request for Assistance – GDNR Recreational Trails Program)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

LUMPKIN COUNTY

By: _____
Chris Dockery, Chairman

Subscribed and sworn to
In our presence:

Notary Public

GEORGIA MOUNTAINS
REGIONAL COMMISSION

By: _____
Heather Feldman, Executive Director

By: _____
George Wangemann, Commission Chairman

DRAFT

Subscribed and sworn to
In our presence:

Notary Public

Attachment: Lumpkin County - RTP (8.17.21 to 9.30.22) DRAFT (3165 : GMRC Request for Assistance – GDNR Recreational Trails Program)

Staff Analysis: GMRC Request for Assistance GDNR Recreational Trails Program

Item Description: Staff has been working on the implementation of one of the two top priorities from the Yahoola Creek Reservoir Master Plan - improving the trail system we have at the property.

Facts: Yahoola Creek Outdoors has organized 4 trail workdays (4 more planned) The first priority for a new trail is approximately 1 mile in beginning from the boat ramp. The new trail will provide an alternate route to the current ~20% grade trail.

To date, 200 new feet have been built by volunteers. The Recreational Trail Program (RTP) is administered by the Georgia Department of Natural Resources. These funds will allow the process to move along quicker by hiring a professional trail builder.

2021 pre-application to include:

- Construction of new recreational trails – new trail construction, new linkages between existing trail, wayfinding between these new and existing trails
- Restoration of existing trails (not routine maintenance or deferred maintenance)
- Development & rehabilitation of trailhead facilities for recreational trails – informational kiosks (not interpretive signage) at entrances

Key Timeline & Activities	✓ Staff workshop (June 2021) • Pre-application September 1 through November 1, 2021 ○ Competitive stage of the application ○ Uses weighted ranking criteria ○ Basis for advancing toward approval ○ Application materials: ▪ Authorization Letter ▪ Cost Estimate & Proposed Timeline ▪ Georgia DNR Accessibility Form ▪ Site Plan ▪ Location Map ▪ Site Photos & Photo Key ▪ Legal Documents for the Site (deed, lease, plat, etc.) • Second-level application February 1-March 31, 2021 • Project agreements Summer/Fall 2022
Program Details	• No minimum funding amount • Maximum funding is \$200,000 • Minimum match: 20% of total project

	• Cash ○ Design & engineering (capped at 15% of grant value) ○ Construction ○ Materials ○ Equipment rental • In kind donations ○ Volunteers ○ Professional services ○ Materials ○ Land acquisition		
Competitive Projects	• Trail construction • Canoe/kayak launch construction • Rehabilitation of existing trails • Trailhead facilities and basic trail amenities (wayfinding and informational kiosk) • Other items trials related – construction materials, equipment rentals, land acquisition, accessibility upgrades (ADA & better)		
Ineligible Projects	<table> <tr> <td> • Sidewalks • Tracks • Lighting • Landscaping • Playgrounds • Campsites • Pavilions • Cart paths </td><td> • Roads • Maintenance • Sport fields • Food & beverage • Travel • Ponds • Amphitheaters • Design & planning only </td></tr> </table>	• Sidewalks • Tracks • Lighting • Landscaping • Playgrounds • Campsites • Pavilions • Cart paths	• Roads • Maintenance • Sport fields • Food & beverage • Travel • Ponds • Amphitheaters • Design & planning only
• Sidewalks • Tracks • Lighting • Landscaping • Playgrounds • Campsites • Pavilions • Cart paths	• Roads • Maintenance • Sport fields • Food & beverage • Travel • Ponds • Amphitheaters • Design & planning only		

Preliminary Project Budget Estimate:

Item	Unit	Total
• New trail construction	\$6.50/linear foot (clearing, tread construction and all finish work.)	\$68,640 (Approximately 2 miles of new trail)
• Trail restoration	\$5/linear foot (such as berm removal for)	\$13,200 (.5-mile restoration work areas)
• Boardwalk		\$10,000 (75' of 4' boardwalk)
• Wayfinding throughout	13 (trail intersections & mileage; double sided)	\$6000
• Trailhead kiosk	2 (boat ramp & dam) – map & info to access map online	\$6,200
Total Project Estimate		\$104,040
Cash/In Kind Match	Unit	Total

General volunteer hours	\$15.43/hour/volunteer general work trips (6 people, 4 hours, once a month for 12 months)	\$4,443 in kind contribution for general labor
Skilled volunteer hours (team leader)	\$20 /hour for skilled volunteer 30 hours design and flagging assistance = \$600 Team Leaders general work trips (2 people, 4 hours, once a month for 12 months) = \$1,920	\$2,520 in kind contribution for skilled labor
Cash contribution from DALC sale of property		\$33,500
Other contributions		TBD
Total Cash/In Kind Contribution	\$40,463 (39% of project budget)	
RTP Fund Request	80% of total project (maximum)	\$63,577 (61% of project budget)
Possible remaining balance for project	None at this time	

**Potential Courses
of Actions:**

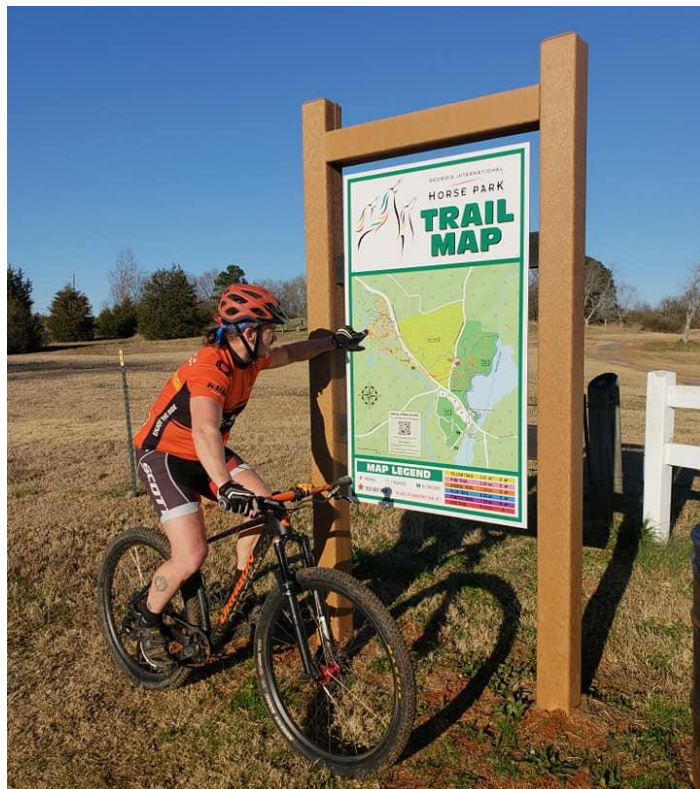
- 1) Approve the GMRC Request for Assistance.
- 2) Take no action.

Staff Recommendation: Staff recommends approving the GMRC Request for Assistance to move forward with the pre-application.

Attachments:

- Trail Map for proposed new trail areas
- Example trail wayfinding
- Example entrance kiosk







Lumpkin County, Georgia

Public Works Department

Date:	August 17, 2021
Agenda Item:	Proposed LMIG FY2022 Road Resurfacing List
Item Description:	Presentation of the proposed list of roads to be resurfaced in the 2022 paving season.
Facts & Historical Information:	Each year staff scores several roads to rank the roads for resurfacing. The higher a road scores, the more in need of resurfacing the road is. For 2022, staff scored 52 road sections of which 25 of the roads scored at a level which indicates a current need to be resurfaced. Of the 25 highest scoring roads, staff is proposing that 22 be resurfaced in 2022. (See attached scoring list) Staff is proposing that the six roads in blue highlighting (7.0 miles estimated cost \$879,120) be resurfaced with LMIG funds using TSPLOST funds as a match and the 16 roads in green highlighting (7.22 miles estimated cost \$891,475) will be resurfaced with TSPLOST funds. The total estimated resurfacing cost for 2022 is \$1,770,595 for 14.22 miles of road. Staff is now submitting the recommended list of roads to be resurfaced for comment by the BOC.
Potential Courses Of Action:	Sources of funding and estimated amounts are: ▪ DOT LMIG grant: \$589,172.22 ▪ TSPLOST: \$1,200,000 ▪ <u>Total Funds available: \$1,789,172.22</u>
Staff Recommendation:	Staff's intent is to use all available funds for resurfacing of roads from the priority list. Staff asks that the BOC review the attached list of roads for resurfacing in 2022 and approve with any changes the BOC wishes to make.
Attachments:	2022 SCORING LIST 7-23-21

Lumpkin County 2022 Pavement Rating List

FUNDS	ROAD NAME	2022 SCORE	START	END	WIDTH (ft)	LENGTH (Mi.)	sq yds 12.5 mm	sq yds 19 mm	12.5 mm tons (200 #/sy)	total cost (\$108/ton) INCLUDES SHOULDERS	cumulative cost	cumulative length (mi)
LMIG	Ivy Ter	32	Oak Grove	mm 0.30	20	0.30	3520.00		352.00	\$38,016.00	\$38,016	0.30
LMIG	Junior Ward	29	mp 0.85	Duffy Grizzle rd	14	0.60	4928.00		492.80	\$53,222.40	\$91,238	0.90
LMIG	Martin Head Circle	29	Sr 60 bus	Sr 60 bus	19	1.35	15048.00		1504.80	\$162,518.40	\$253,757	2.25
LMIG	Oak Grove	29	Sr 60	Clay Creek Falls Rd	21	2.40	29568.00		2956.80	\$319,334.40	\$573,091	4.65
LMIG	Pony Lake	29	Hall co line	Old Dahlongega Hwy	22	1.50	19360.00		1936.00	\$209,088.00	\$782,179	6.15
LMIG	Junior Ward	27	Black Mountain	.85 mi	18	0.85	8976.00		897.60	\$96,940.80	\$879,120	7.00
TSPLOST	Robin Hood Dr	33	Claud Parks rd	Hall County line	21	0.40	4928.00		492.80	\$53,222.40	\$932,342	7.40
TSPLOST	Lake Circle	32	Long Branch Rd	Long branch rd	20	0.40	4693.33		469.33	\$50,688.00	\$983,030	7.80
TSPLOST	Richard Court	32	River trace	cul de sac	21	0.15	1848.00		184.80	\$19,958.40	\$1,002,989	7.95
TSPLOST	Mountain Ridge	30	sr 52	sr 52	18	1.20	12672.00		1267.20	\$136,857.60	\$1,139,846	9.15
TSPLOST	River trace	30	Lumpkin County Pwy	cul de sac	21	0.70	8624.00		862.40	\$93,139.20	\$1,232,986	9.85
TSPLOST	Yellow Bluff	30	Riverflow Drive	cul de sac	20	0.74	8682.67		868.27	\$93,772.80	\$1,326,758	10.59
TSPLOST	King Richard Court	29	Hall Co line	cul de sac	21	0.15	1848.00		184.80	\$19,958.40	\$1,346,717	10.74
TSPLOST	Robin Hood Ln	29	Hall county line	cul de sac	21	0.30	3696.00		369.60	\$39,916.80	\$1,386,634	11.04
TSPLOST	Red Oak Flats Loop	29	Red Oak Flats Rd	Red Oak Flats rd	21	0.33	4065.60		406.56	\$43,908.48	\$1,430,542	11.37
TSPLOST	Royal Oaks	29	Carleton Seitz	cul de sac	21	0.40	4928.00		492.80	\$53,222.40	\$1,483,764	11.77
TSPLOST	Maid Marion cr	28	Robin Hood Ln	Robin Hood Ln	21	0.42	5174.40		517.44	\$55,883.52	\$1,539,648	12.19
TSPLOST	Frair Tuck N	26	Robin Hood Ln	cul de sac	21	0.25	3080.00		308.00	\$33,264.00	\$1,572,912	12.44
TSPLOST	Hidden Cove Rd	26	Us 19	cul de sac	20	0.28	3285.33		328.53	\$35,481.60	\$1,608,394	12.72
TSPLOST	Jennifer Ct	25	River Trace Dr	cul de sac	21	0.35	4312.00		431.20	\$46,569.60	\$1,654,963	13.07
TSPLOST	Author Anderson Dr	28	Rockhouse Rd	Bamboo cir	17	0.50	4986.67		498.67	\$53,856.00	\$1,708,819	13.57
TSPLOST	Pecks Rd	31	Parks dr	Bridge	15	0.65	5720.00		572.00	\$61,776.00	\$1,770,595	14.22
	Robinson Rd	26	Long Branch Rd	Early dr.	20	0.70	8213.33		821.33	\$88,704.00	\$1,859,299	
	Bamboo Circle	25	Cavenders Cr Rd	Cavenders Cr Rd	15	0.23	2024.00		202.40	\$21,859.20	\$1,881,158	
	Oak Grove	24	Clay creek falls Rd	Silome Church	21	1.60	19712.00		1971.20	\$212,889.60	\$2,094,048	
	Lee Mashburn	23	Ben West	End	12	1.00	7040.00		704.00	\$76,032.00	\$2,170,080	
	Fern Park Ln	22	Fern Park Dr	cul de sac	20	0.22	2581.33		258.13	\$27,878.40	\$2,197,958	
	Honey Tree Ter	22	Bear slide path	cul de sac	20	0.10	1173.33		117.33	\$12,672.00	\$2,210,630	
	Woods Dr	22	Little Mountain Rd	End	20	0.25	2933.33		293.33	\$31,680.00	\$2,242,310	
	Bear slide Path	21	Bear slide Rd	cul de sac	20	0.10	1173.33		117.33	\$12,672.00	\$2,254,982	
	Laurel Circle	21	Carlton Seitz	River Dr.	17	0.81	8078.40		807.84	\$87,246.72	\$2,342,229	
	Ruby Rd	20	Martins Ford Rd	end	12	0.20	1408.00		140.80	\$15,206.40	\$2,357,436	
	Frair Tuck S	19	Robin Hood Ln	cul de sac	21	0.10	1232.00		123.20	\$13,305.60	\$2,370,741	
	Nottingham Ln	19	Robin Hood Ln	cul de sac	21	0.22	2710.40		271.04	\$29,272.32	\$2,400,013	
	TS Jarrad	19	Us 19	end	12	0.45	3168.00		316.80	\$34,214.40	\$2,434,228	
	Corinth Church rd	18	Us 19	end	12	0.50	3520.00		352.00	\$38,016.00	\$2,472,244	
	Little John Ln	18	Frair Tuck n	cul de sac	21	0.15	1848.00		184.80	\$19,958.40	\$2,492,202	
	Elliot Ln	17	Seven Mile Hill Rd	End	18	0.40	4224.00		422.40	\$45,619.20	\$2,537,821	
	Lake Laurel Court e&w	17	cul de sac	cul de sac	20	0.12	1408.00		140.80	\$15,206.40	\$2,553,028	
	Halls Mill Rd	16	SR 52	end of pavement	16	1.15	10794.67		1079.47	\$116,582.40	\$2,669,610	
	Deer Path	15	River view trail	end	15	0.07	616.00		61.60	\$6,652.80	\$2,676,263	
	Edmonson Dr	15	Wash Rider	End	13	0.27	2059.20		205.92	\$22,239.36	\$2,698,502	
	Holly Ln	15	Sr 115	dhickery nut dre sac	18	0.23	2428.80		242.88	\$26,231.04	\$2,724,733	
	Black Mountain Rd	14	Cain Creek Church rd	Pat Gooch rd	22	3.45	44528.00		4452.80	\$480,902.40	\$3,205,636	
	Claude Parks Rd	14	Sr 52	Hall County line	22	1.95	25168.00		2516.80	\$271,814.40	\$3,477,450	
	Copper Ridge Dr	14	Long Branch Rd	River View Tr	20	0.08	938.67		93.87	\$10,137.60	\$3,487,588	
	Guy Wimpy W	14	Camp Wahsega	gate	13	0.22	1677.87		167.79	\$18,120.96	\$3,505,709	
	Lucy Ln	13	Pat Gooch rd	end	12	0.20	1408.00		140.80	\$15,206.40	\$3,520,915	
	Acorn Dr	12	Holly Ln	Gooseberry Ln	11	0.12	774.40		77.44	\$8,363.52	\$3,529,279	
	Guy Wimpy E	11	Black Mountain	Gate	16	0.30	2816.00		281.60	\$30,412.80	\$3,559,692	
	Fern Park Dr	5	Greenway Rd	cul de sac	20	0.60	7040.00		704.00	\$76,032.00	\$3,635,724	
	Cane Creek Church Rd	30	Black Mtn rd	Church parking lot	13	0.80	6101.33		610.13	\$65,894.40	\$3,701,618	

Attachment: 2022 SCORING LIST 7-23-21 (3133 : Proposed LMIG FY2022 Road Resurfacing List)



Lumpkin County, Georgia

Water & Sewerage Authority Department

Date: August 17, 2021

Agenda Item: Request use of ARP Funds – Water Line Extension to Entrance of Proposed Reservoir Property

Item Description: Staff review of a requested water service extension to serve Community Helping Place facility.

Facts & Historical Information:

LCWSA has received a request to provide water service to the proposed Community Helping Place facility at Rock House Road. The CHP Facility will be located on the west side of Rock House Road approximately 400 feet north of the intersection of Rock House Road and Highway 52 East. LCWSA has an existing water system on the east side of Rock House Road.

LCWSA proposes to use a directional drilling method for the installation of a service line from the existing water system to the CHP property. Use of a directional drill for installation will allow the service line to be installed by boring underneath the existing landscaping, driveway and Rock House Road without disturbing these areas. The direction drilling would be completed by a contractor working for LCWSA with the bore length being approximately 300 feet. LCWSA would install a 1-inch water meter at the CHP property line to serve as the point of connection for the CHP contractor.

The preliminary cost estimate for the installation of the water service line and meter installation is estimated at \$ 9,400 which includes a 10% contingency. This cost is for materials and contractor services only. LCWSA staff time and labor is not included in this cost.

LCWSA's standard tap fee for a 1-inch water meter is \$3,500

Therefore, the total preliminary cost estimate is \$12,900

LCWSA respectfully request the Board of Commissioners consider allocating America Rescue Plan Act (ARP) funds to LCWSA for the

completion of this project.

NACo (National Association of Counties) has published information which summarizes U.S. Treasury guidance related to ARP funds which details the “Spending Focus” of the ARP. As outlined on the NACo website, there are five primary ways that the recovery funds can be spent. Investments in water, sewer and broadband infrastructure is number five (5) on the list of spending priorities.

Water, sewer and broadband infrastructure: Make necessary investments to improve access to clean drinking water, invest in wastewater and stormwater infrastructure and provide underserved locations with new or expanded broadband access.

America Rescue Plan Act – Coronavirus State & Local Fiscal Recovery Fund FAQs
<https://www.naco.org/resources/featured/naco-recovery-fund-faqs>

**Potential Courses
Of Action:**

1. BOC allocates \$12,900 of available ARP funds to LCWSA to complete the project.
2. BOC allocates a different amount of ARP funds to LCWSA to complete the project.
3. BOC elects not to spend ARP funds for this project.

Staff Analysis:

CHP has requested the service be available by early October. An allocation of ARP funds for this project will allow LCWSA to complete the water service installation in September to maintain CHP’s construction schedule.

The allocation of funds would not impact the operating budget for the County. ARP funds have already been received by the County and are readily available. The scope of the project matches a spending priority for ARP funds.

Staff Recommendation:

Staff recommends COA #1.



Lumpkin County, Georgia

Water & Sewerage Authority Department

Date:	August 17, 2021
Agenda Item:	Request use of ARP Funds – Water Infrastructure Projects
Item Description:	LCWSA request for ARP funds to complete multiple water infrastructure projects.
Facts & Historical Information:	Lumpkin County has received an initial disbursement of funding from the America Rescue Plan Act (ARP). A second disbursement is projected but has not been received to date. NACo (National Association of Counties) has published information which summarizes U.S. Treasury guidance related to ARP funds which details the “Spending Focus” of the ARP. As outlined on the NACo website, there are five primary ways that the recovery funds can be spent. Investments in water, sewer and broadband infrastructure is number five (5) on the list of spending priorities. Water, sewer and broadband infrastructure: Make necessary investments to improve access to clean drinking water, invest in wastewater and stormwater infrastructure and provide underserved locations with new or expanded broadband access. America Rescue Plan Act – Coronavirus State & Local Fiscal Recovery Fund FAQs https://www.naco.org/resources/featured/naco-recovery-fund-faqs LCWSA respectfully request the Board of Commissioners consider allocating America Rescue Plan Act (ARP) funds to LCWSA for the completion of multiple water infrastructure projects which. The funding of these projects would result in the expansion of both public safety and protection of public health through improvements to LCWSA’s water system(s).
Potential Projects:	River Trace Subdivision Water Infrastructure – Replacement of deteriorated small diameter PVC water mains and service lines with 6-inch ductile iron pipe water mains and copper service lines. Project will enhance LCWSA’s provision of potable water service thereby helping to

protect public health. The new larger diameter water mains will have sufficient pressure and flow to allow for the installation of fire hydrants in the subdivision, thereby expanding and enhancing Lumpkin County EMS fire protection capabilities. The project will also reduce County road maintenance by eliminating pavement cuts required to repair frequent leaks on the existing water mains and service lines. (See attached Exhibit 1).

a. Phase 1: River Trace Drive (North)

Project Budget - \$100,000

Phase 1 was completed in June. The requested funds would reimburse expenses already incurred by LCWSA.

b. Phase 2: Jennifer Court

Project Budget - \$106,000

c. Phase 3: River Trace Drive (South) and Richard Court

Project Budget - \$160,000

- 2. Sherwood Forest Subdivision Water Infrastructure** – Construction of new water treatment facility and additional system storage to expand potable water service delivery for existing and new water customers in growing community. The existing water treatment facility is located in a low area prone to localized flooding during storm events (see attached exhibit 2). Backup generators would be added to facilities to provide uninterrupted water service during power outages.

Project Budget – T.B.D. prior to Work Session on August 17th.

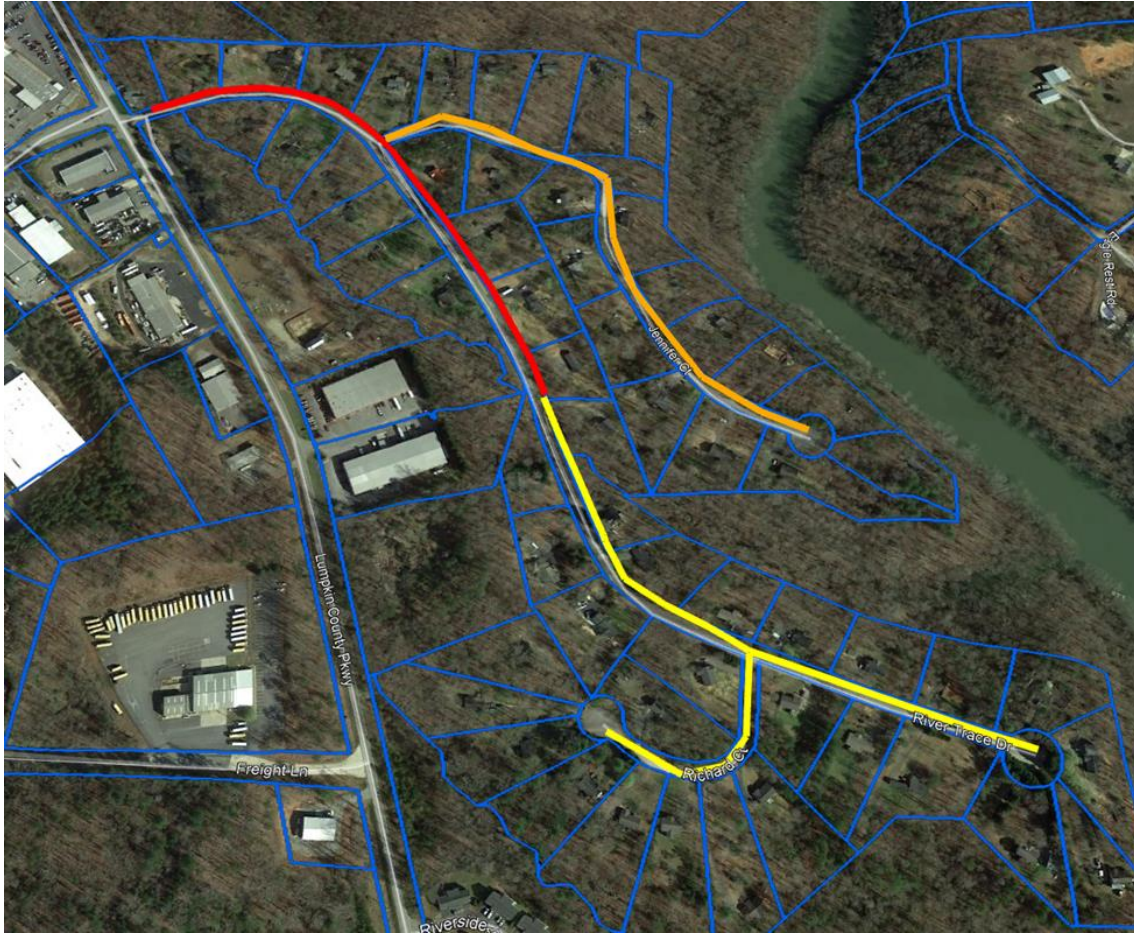
Staff Analysis:

The allocation of funds would not impact the operating budget for the County. ARP funds have already been received by the County and are readily available. The scope of the project matches a spending priority for ARP funds.

**Potential Courses
Of Action:**

1. BOC allocates requested ARP funds to LCWSA to complete each project and phase.
2. BOC allocates ARP funds to LCWSA to complete specific project(s) and phase(s).
3. BOC elects not to spend ARP funds for these recommended projects.

Exhibit 1 – River Trace Subdivision Project and Phases



Red = Phase 1 River Trace Drive (North) Completed June 2021

Budget: \$100,000

Orange = Phase 2 Jennifer Court

Budget: \$106,000

Yellow = Phase 3 River Trace Drive (South) & Richard Court

Budget: \$160,000

Exhibit 2 – Sherwood Forest Subdivision Existing Water Treatment Facility – Dec 2018



Staff Recommendation: Staff recommends COA #1.



Lumpkin County, Georgia

Water & Sewerage Authority Department

Date:	August 17, 2021
Agenda Item:	Request for a Letter of Support for ARP Grant Money - Water & Sewerage Authority
Item Description:	LCWSA is requesting a letter of support from the Board of Commissioners for an application for grant funding.
Facts & Historical Information:	The Governor's Office of Planning and Budget is accepting applications for State Fiscal Recovery Funds as part of the America Rescue Plan Act. LCWSA intends to submit an application for grant funds to be used for the construction of a waste water treatment plant. The waste water treatment plant will support the phased buildout of the NGMC Lumpkin Hospital at HWY 400, as well as future economic development in the vicinity of the Gateway Corridor District in southern Lumpkin County. LCWSA is requesting a letter of support from the Lumpkin County Board of Commissioners to attach to its grant application. The applications are due on August 31, 2021.
Potential Courses Of Action:	1. LC BOC approves request for letter. 2. LC BOC elects not to provide requested letter.
Staff Recommendation:	Staff recommends COA #1.