



LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Agenda
Commissioners Boardroom

August 16, 2022
6:00 P.M.

- **CALL TO ORDER** Chairman Dockery
- **INVOCATION**
- **CONSIDERATION OF AGENDA**
- **PUBLIC COMMENTS (Agenda Specific)**
- **PROCLAMATIONS**
 1. Proclamation for the Lumpkin County 8U Baseball Team GRPA Class C State Championship Winners
- **CONSIDERATION OF MINUTES**
 2. Board of Commissioners - Work Session - Jul 5, 2022 4:00 PM
 3. Board of Commissioners - Special Called Work Session - Jul 16, 2022 9:00 AM
 4. Board of Commissioners - Work Session II - Jul 19, 2022 5:30 PM
 5. Board of Commissioners - Regular Meeting - Jul 19, 2022 6:00 PM
- **RESOLUTIONS**
 6. 2022 - 37 - Resolution Adopting the Statement of Ethics
 7. 2022 - 39 - Reappoint Members to Planning Commission - Danny Clark, Seat 4 term expires 8/27/26
 8. 2022 - 40 - Resolution to Appoint Member to Board of Elections - Robin McIntosh to Seat 5 exp 12/31/2022
- **REPORTS**

Department reports can be viewed on the Commissioners web page at www.lumpkincounty.gov
Elected Officials
- **CONTRACTS/AGREEMENTS**
 9. 2022-050 - CTC Technology & Energy Professional Consulting Contract (*Development Authority Director Rebecca Mincey*)
 10. 2022-051 - Amend School Resource Officer IGA with Board of Education (*Finance Director Abby Branan*)
 11. 2022-052 - Amend IGA with Board of Education Concerning Aquatic Facility (*Special Projects Director Ashley Peck*)

12. 2022-053 - IGA with Secretary of State for Additional Voting Equipment (*Special Projects Director Ashley Peck*)
13. 2022-054 - Yahoola Creek Reservoir Pedestrian Trails Phase I Cultural Resource Survey (*Finance Director Abby Branan*)

- **OTHER ITEMS**

14. Voting Delegate – Legislative Leadership Conference
15. Alcoholic Beverage License – Massey Burns Inc. d/b/a 52 West Brewing (*County Clerk Melissa Witcher*)
16. LC Wimpy Airport Crack Sealing and Runway Remarking Bid Award (Contractor TBD) (*Public Works Director Larry Reiter*)
17. LC Wimpy Airport Consultant Proposal Committee (*Public Works Director Larry Reiter*)
18. Inmate Medical Services Statement for December 2021 – March 2022 (*Finance Director Abby Branan*)
19. Amend the 2020 SPLOST 2022 Work Plan (*Finance Director Abby Branan*)

- **COUNTY MANAGER**

- **COUNTY ATTORNEY**

- **COMMISSIONERS**

- **PUBLIC COMMENTS**

- **ADJOURNMENT**



Lumpkin County, Georgia

Board of Commissioners Department

Date: August 16, 2022

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

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

Attachments:
2022 Proclamation LC 8U Baseball Team



Proclamation of Appreciation

Lumpkin County Indians 8U Baseball Team

WHEREAS, the Lumpkin County Indians 8U Baseball Team has made history with the first ever victory in the Georgia Recreation and Park Association State Championship. The small but mighty team dominated the championship tournament with an undefeated 4-0 streak, including conquering Gilmer County not once, but twice; and

WHEREAS, each one of these extraordinary players displayed the determination needed to succeed on the field of competition, and worked together to create an unparalleled defense, and have developed a bond so strong it will hold as one of the greatest throughout their lifetime; and

WHEREAS, with the unfailing support of dedicated parents and coaches, the team battled through three vigorous tournaments, culminating in a 10-2 record.

NOW THEREFORE, BE IT RESOLVED that the Members of the Lumpkin County Board of Commissioners hereby honor the Lumpkin County Indians 8U Baseball Team and their Coaches Greg Murray, James Pulley, Justin Rogers, Jeremy Smith, Shawn Sosebee, and Tucker Greene, and further proclaim August 16th, 2022 as *Lumpkin County Indians 8U Baseball Team Day*.

IN WITNESS WHEREOF, we have set our hand and caused the seal of Lumpkin County to be affixed this 16th day of August, 2022.

Lumpkin County, Georgia

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher, County Clerk

LUMPKIN COUNTY
Board of Commissioners
Work Session Minutes
Commissioners Boardroom



July 5, 2022
 4:00 P.M.

CALL TO ORDER

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

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

PRESENTATIONS

1. Special Cash Distribution for ACCG Workers' Compensation Program

Special Cash Distribution for ACCG Workers' Compensation Program

PROCLAMATIONS

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

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

MINUTES

3. Board of Commissioners - Work Session - Jun 7, 2022 4:00 PM
4. Board of Commissioners - Special Called Work Session - Jun 14, 2022 1:30 PM
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RESOLUTIONS

8. 2022 - 35 - Appoint Member Region One DBHDD Advisory Planning Board - Daniel Bosanko exp 10.19.2025

Appoint Member Region One DBHDD Advisory Planning Board - Daniel Bosanko with a term expiring 10.19.2025

CONTRACTS/AGREEMENTS

9. 2022-040 - Legacy Link SFY 2022 Addendum #2 (Senior Center Manager Linda Kirkpatrick)

Legacy Link Addendum #2. This amends the contract that Lumpkin County Board of Commissioners entered into with Legacy Link, Inc. (Contract #2021-028-A-S approved on July 20, 2021) for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening and support services, and Transportation for senior adults in Lumpkin County.

10. 2022-041 - Legacy Link SFY 2023 Local Share Match & Commitment Letter (Senior Center Manager Linda Kirkpatrick)

Legacy Link SFY 2023 Local Share Match & Commitment Letter. Local Share Match and Commitment Letter for the state fiscal year 2023 (July 1, 2022 – June 30, 2023) 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.

11. 2022-042 - GDOT 5311 FY2023 Transit Grant Award (Public Works Director Larry Reiter)

GDOT 5311 FY2023 Transit Grant Award. Consideration of GDOT 5311 contract for Lumpkin County Transit for FFY 2023 (July 1, 2022 – June 30, 2023) On November 1, 2021 Lumpkin County Board of Commissioners made application to the Georgia Department of Transportation (GDOT) for continuation of funding for the 5311 Rural Transit program for FFY2023. This application has been approved and accepted by GDOT and requires a vote by the Lumpkin County Board of Commissioners to accept or decline the contract.

12. 2022-043 - Quality Tire Scrap Tire Recycling Service Agreement (Public Works Director Larry Reiter)

Quality Tire Scrap Tire Recycling Service Agreement. Consideration of Service Agreement for the disposal of scrap tires generated annually through Lumpkin County Fleet Department. This agreement guarantees the cost of disposal rate at \$170.00 per ton weight for the next 12 months after acceptance of agreement.

Commissioner Mayfield asked if we do a lot of tire recycling, but Mr. Reiter, the Public Works Director, explained that this agreement is for old tires from County vehicles. However, this same agreement can be used for a scrap tire roundup program. We typically get two to three tractor trailers full of tires when we host the scrap tire recycling events, but the event is only for individuals, not companies who deal in tires.

13. 2022-044 - Discuss Mark Robinson Request for Transfer Station Fee Increase (Public Works Director Larry Reiter)

Discuss Mark Robinson Request for Transfer Station Fee Increase. Request to increase the per ton fee for the transfer station from \$50 per ton to \$55 per ton.

Chairman Dockery asked how many tons Mark Robinson hauls annually. Mr. Reiter estimated it is probably 90 tons per month. With the rate going up by five dollars, this would amount to an extra \$5,400 per year.

14. 2022-045 - Georgia Power Company Lighting Replacement Proposal (Public Works Director Larry Reiter)

Georgia Power Company Lighting Replacement Proposal. Lighting Proposal with Georgia Power for the replacement of 34 street lights on county owned property.

Minutes Acceptance: Minutes of Jul 5, 2022 4:00 PM (CONSIDERATION OF MINUTES)

Commissioner Mayfield asked Mr. Reiter if it was true we will not have to pay for the lights. Mr. Reiter replied affirmatively and said it is similar to the upgrade they did on the Justice Center. It reduces the electrical burden on GA Power's generating facilities.

15. 2022-046 - SRTA Toll Exemption MOU For Emergency Services (for Law Enforcement) (Finance Director Abby Branan)

SRTA Toll Exemption MOU For Emergency Services (for Law Enforcement). Consideration of the SRTA Toll Exemption for Emergency Services (for Law Enforcement).

Chairman Dockery asked if this exemption will cover Fire/EMS vehicles as well. Abby Branan said it currently will be only for Sheriff's Office vehicles since there has not been a need for EMS to be included. The Chairman said we should also include EMS vehicles, so Ms. Branan said she would coordinate with Fire Chief David Wimpy to get those added.

16. 2022-047 - Mobile Communications Service Agreement (E-911 Director Carlton Chester)

Mobile Communications Service Agreement. Renewal of Annual Preventive Maintenance and Testing Agreement.

17. 2022-048 - Consideration of Amendments to the 2022 Health Insurance Plans (Community & Employee Services Director Alicia Davis)

Consideration of Amendments to the 2022 Health Insurance Plans. Request for the Board of Commissioners to Consider Approving Amendments to the 2022 Health Insurance Plans.

Commissioner Mayfield asked whether this would be an additional cost to the employees, and Alicia Davis replied that it is not. This is just in response to a new law that was passed regarding surprise billing. Ms. Davis has asked Healthgram to include any future plan amendments during our normal renewal period, and they agreed to try.

OTHER ITEMS

18. GDOT Grant Funding for LC Wimpy Airport Crack Seal and Relocate Threshold Project (Public Works Director Larry Reiter)

GDOT Grant Funding for LC Wimpy Airport Crack Seal and Relocate Threshold Project. Commitment for 25% funding for this project at the Lumpkin County airport.

Chairman Dockery asked if staff requires a consensus from the Board of Commissioners to speed up this process, and Mr. Reiter replied yes, because GDOT requires the response letter by July 15th. If the BOC agrees, he can proceed and send them a letter of commitment. Chairman Dockery said the crack sealing will help extend the life of the runway, and the threshold is having to be reduced as the trees grow taller around the runway. The Commissioners were in agreement to move ahead and ratify it at the regular meeting.

19. Proposal for Technical & Grant Administrative Services for Broadband Infrastructure Project (Development Authority Director Rebecca Mincey)

Proposal for Technical & Grant Administrative Services for Broadband Infrastructure Project. The DALC & Lumpkin County have received notice of funding from the Georgia American Rescue Plan Act State Fiscal Recovery Fund (ARPA SFRF) and the U.S. Department of Commerce for the National Telecommunications and Information Administration (NTIA) for broadband infrastructure. US Treasury Final Rule requires, subrecipients of these funds have controls, oversight, and monitoring in place. The County nor the DALC can rely upon NTIA or ARPA SFRF staff, auditors, or contractors to serve as this control mechanism. The County and DALC must demonstrate their own policies and procedures in place to assist with project oversight, implementation, tracking and collection of data, and reporting. The Program Manager services outlined in the

proposal will work on behalf of the DALC and Lumpkin County Government staff to ensure there is no fraud, waste, or abuse associated with the grant funds.

Development Authority Executive Director Rebecca Mincey gave an update on the Broadband Infrastructure project. She shared that there will be a Broadband Infrastructure Project Open House on Monday, July 11, at 5:30 pm at Park & Rec. Chairman Dockery raised some concerns about making sure the broadband partner has accountability for the work they perform.

COUNTY MANAGER

Alan Ours gave an update on the new pool/gymnasium project. Last week, he met with Architecture Unlimited and Carroll-Daniel Construction to discuss the pool design and priorities. The architect is going to realign some components to consider the needs we discussed last week in terms of potentially having 8 lanes and a cover. Mr. Ours said they will meet again July 13th and he will hopefully have a new estimated cost for additional lanes along with a construction schedule. It takes a certain amount of time for the documents and bids to come in, and we also have to consider pre-ordering the steel for the gymnasium building. Staff will then need direction from the Board of Commissioners on what option to pursue.

Chairman Dockery said we will have to be careful. We need to avoid the previous issue that happened, where we began with a proposal and everyone started adding things. We then find out we can't afford the pool we like, so we scale it down. Then people want to start adding things again, causing it to become too expensive. The pool can't have all of these fancy features unless someone pays for it. We need to look at how we plan to maintain and operate this pool. Going from 3 lanes to 8 lanes will require a lot more heating if we do decide to heat the pool. The Chairman said it is estimated to cost \$47,000 annually just to heat 3 lanes, so imagine that figure with 8 lanes. Should we have 3 heated lanes or 8 unheated lanes? It is easy to keep adding new features, but we must use caution, he urged.

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Mayfield said as far as the pool, we do need to watch out for scope creep. However, he wants us to avoid repeatedly making small changes and having everything get delayed by increments. If we need to have special called meetings to expedite the process, he said, then he is willing to make himself available as needed.

Chairman Dockery congratulated Commissioner Stringer on the birth of his new son.

PUBLIC COMMENT (Agenda Specific)

Mr. Reiter said the housing supplier for Radar Signs is backed up for six to eight weeks, so the signs will be delayed.

ADJOURNMENT

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Jul 5, 2022 4:00 PM (CONSIDERATION OF MINUTES)

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



July 16, 2022
 9:00 AM

CALL TO ORDER

The meeting was called to order at 9:05 AM by Chairman Chris Dockery

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

DISCUSS 2023 BUDGET

A. Possible Budget Reductions

Finance Director Abby Branan presented a spreadsheet showing the budget areas the staff had reduced at the request of the commissioners. She said they had deducted the excess vacancies from the health insurance that were figured at family coverage. This deduction was a large portion of the savings and staff has found ambulance fees and animal shelter fees that could be increased. There is a custodian, real property appraiser, and two road maintenance workers positions that can be frozen, if the BOC decided to freeze them. They could also remove the Yahoola Creek Park turfplane treatment and delay the airport project. If they chose to do those big decision points then they would save \$491,139. Commissioner Mayfield asked if the 4 positions were currently open and we are just asking to not fill them. County Manager Ours affirmed those positions have been open for a few months. Commissioner Mayfield asked how that would affect the services provided.

Ms. Branan said the commissioners still have to decide what they want to do about the Coroner's salary, the library, and the Deputy Magistrate Judge requests. Mr. Ours disclosed the appraiser position has been vacant for a while. The Board of Assessors has agreed to an outside company to come in and reevaluate the commercial properties. That will take a huge load off of the Appraiser's Office. Chairman Dockery asked if there was a better way and cost-efficient way to run that office, like if we could hire someone to do all of the commercial properties for the cost of one appraiser's salary.

Commissioner Mayfield questioned if it was necessary to have 2 to 3 vehicles to go to every emergency call? Mr. Ours has spoken to the Chief and Sheriff about cutting off the vehicles at each call to assist in the fuel costs. He clarified the turfplane treatment was requested by the Parks and Recreation Manager to smooth out the lip on the fields, so they have an even playing field. Chairman Dockery asked if this is something that people could get together in the community to do. Commissioner Greene responded the company does use different equipment to do the work, but he is not sure if it is something that they could do themselves. However, it is something they could look into. His only concern is, he wouldn't want to do something like this and it cause a problem later on down the road. Commissioner Stringer asked if it is just the transition in the infield and outfield and Commissioner Greene confirmed. Commissioner Greene would advise getting rid of all of the grass in the infield and go with all-dirt fields. He said that 99% of all of the fields they play on are dirt fields.

If there is a supplement to the Magistrate position, it would have to carry on until she retires. Chairman Dockery is not in favor of doing that because they can never take it away. He thinks they should let her know that they appreciate her working extra hours when there was a vacancy but unfortunately, they can't support an increase because they cannot make it a one-time supplement. He does think they need to make an adjustment for the Coroner's salary. Ms. Branan reminded them the Coroner will receive a \$5,000 increase at the beginning of the year. There was discussion on whether his figures that he provided had included the increase that begins in January. The Commissioners had figured an average of \$25,379.50 at the meeting with the coroner. That is the average amount of the Dawson, Fannin, Gilmer, and White County Coroners' salaries. Chairman Dockery asked if we increased the coroner salary to the average amount, what would that increase be? The consensus was not to touch the Deputy Coroner's salary; that will be up to the Coroner to figure out. The total increase would equate to \$9,000.

Chairman Dockery stated the library had requested a COLA (cost of living adjustment) and a merit increase. His only question is since the library gets an appropriation, is there any way to make sure the money will go for the increases? Ms. Branan responded they provide a detailed finance report of where the funds are allocated. The consensus was to put the COLA and merit increase in the budget totaling \$12,069. Chairman Dockery asked if the state is giving them any kind of increase towards their salaries. Mr. Ours said staff will check on that to make sure there isn't double pay. The Board was in agreement of the increased ambulance fees of \$100,000 and the \$6,360 animal shelter increased fees. They also supported freezing the positions, removing the turfplane treatment, and delaying the airport project. The increases for the Coroner of \$9,000 and library of \$12,069 were included after verification from the state of no increase to the library. They were not in support of an increase for the Magistrate Judge.

B. Millage Options

Ms. Branan went through the millage rate calculations and on the third page she provided three different scenarios. The last scenario shows to take the inflationary growth, keep the millage rate the same, and in order to yield to balance the budget, that would have us using \$1 million of fund balance. She explained that the middle of the page is at a 100% collection rate. However, they figure a 97% collection rate for the budget because they do not get 100% of collections. They have a tax prior years budget line item that they figure for collection of late taxes. Chairman Dockery asked if that includes any tax sales. Ms. Branan replied it does not include sold property, it is just prior years taxes. We do not budget for tax sales.

Commissioner Mayfield asked if we are still within the ACCG recommended fund balance parameters. Ms. Branan confirmed after the changes and \$1 million from fund balance, we are at 24%. ACCG recommends between 15-25%. Commissioner Stringer questioned why they wouldn't want to use the fund balance to balance the budget and not increase the incorporated rate even at 24%. Ms. Branan responded when you get over the 25% that is recommended, then you look at capital improvements that have been removed or neglected in order to balance the budget. Commissioner Stringer and Commissioner Moran were both in agreement that right now is not the right time to ask for more from the citizens. The inflation and gas increases will be hard on the residents, so they do not think now is the right time to increase taxes. Ms. Branan said staff tries to figure as conservative as possible each year. Commissioner Mayfield thinks the staff and County Manager have done a great job bringing options to them that he has never thought of before. There was discussion to see about checking with surrounding counties on ambulances and possibly changing out the chassis on the current ones. Ms. Branan asked for direction on the millage rates. The Commissioners decided to take the Planning Department's requested trucks from the Planning fund balance. The consensus was to keep incorporated and unincorporated at the 2021 millage rates.

Proposed Gymnasium/Outdoor Water Park/Pickleball Courts

C. Design Review

Mr. Ours said the revised plan for the aquatic center includes two basketball courts, six pickleball courts, and two meeting rooms. They designed it so they can add bleachers later. The contract would include conduit in the ground for lighting, but the pickleball teams think they could raise enough money for the lighting. They also think the tournaments will increase revenue to the county. Chairman Dockery suggested including a credit card machine that could be swiped to pay for lighting, for a set amount of time. Mr. Ours discussed the idea with the pickleball team who are on board and thought that would be a great idea. Mr. Ours said after talking about the

pool some, the architect switched some things up, to accommodate the possible bubble that could be placed around the pool. The pool has been increased to an 8-lane pool.

D. Estimated Cost Projection

Chairman Dockery stated originally the 3-lane pool was going to be heated by the school system. Now we are increasing the lanes and the depth which will increase the volume. He wanted to make sure everyone understands that if the school decides not to heat the pool, then it will not be heated. He said the same thing for the bubble. If the swim team and school want to figure out a way to swim year-round then that is up to them. The Commissioners said they were all on the same page that they are providing what they have promised to the community. The plan also includes a water slide and lazy river.

E. Funding Options

The total estimated cost is \$11,878,556. Mr. Ours pointed out some cost savings because of some rock that is there, but they are not going to have to go as deep as what they were going to do with the aquatic center. This number does not include FF&E. The latest estimated number is \$710,302 for that, but they still have more work to do before finalizing anything. He explained that option 2 included paying off the Justice Center early which eliminates that debt from future SPLOST programs. There will be proceeds from bonds that will pay the debt service on the aquatic center until the 2026 SPLOST. Trey Monroe recommends going to the bond market in September if the BOC is ok with moving in that direction. Chairman Dockery asked how it relates to the aquatic center and if they need to approve anything Tuesday night to move forward. Mr. Ours responded staff will work up something on Monday to get everything moving forward. Commissioner Greene asked if the parking lot lighting is not included. Mr. Ours explained that is typically leased from GA Power.

ADJOURNMENT

The meeting was adjourned at 11:15 AM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Jul 16, 2022 9:00 AM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Work Session II Minutes
Commissioners Boardroom



July 19, 2022
 5:30 P.M.

CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Chris Dockery	Chairman	Present	
Tucker Greene	District 1 Commissioner	Present	
Bobby Mayfield	District 2 Commissioner	Absent	
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Appoint Member Region One DBHDD Advisory Planning Board - Daniel Bosanko with a term expiring 10.19.2025

7. 2022 - 36 - Resolution Authorizing the Staff & Professionals to Proceed with the Issuance of Revenue Bonds

Resolution Authorizing the Staff & Professionals to Proceed with the Issuance of Revenue Bonds

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SRTA Toll Exemption MOU For Emergency Services (for Law Enforcement). Consideration of the SRTA Toll Exemption for Emergency Services (for Law Enforcement).

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Mobile Communications Service Agreement. Renewal of Annual Preventive Maintenance and Testing Agreement.

16. 2022-048 - Consideration of Amendments to the 2022 Health Insurance Plans (Community & Employee Services Director Alicia Davis)

Consideration of Amendments to the 2022 Health Insurance Plans. Request for the Board of Commissioners to Consider Approving Amendments to the 2022 Health Insurance Plans.

17. 2022-049 - Local Option Sales Tax Joint Agreement

Local Option Sales Tax Joint Agreement. This is for approval of the joint agreement with the City of Dahlonega on the distribution of the Local Option Sales Tax.

OTHER ITEMS

18. GDOT Grant Funding for LC Wimpy Airport Crack Seal and Relocate Threshold Project (Public Works Director Larry Reiter)

GDOT Grant Funding for LC Wimpy Airport Crack Seal and Relocate Threshold Project. Commitment for 25% funding for this project at the Lumpkin County airport.

19. Proposal for Technical & Grant Administrative Services for Broadband Infrastructure Project (Development Authority Director Rebecca Mincey)

Proposal for Technical & Grant Administrative Services for Broadband Infrastructure Project. The DALC & Lumpkin County have received notice of funding from the Georgia American Rescue Plan Act State Fiscal Recovery Fund (ARPA SFRF) and the U.S. Department of Commerce for the National Telecommunications and Information Administration (NTIA) for broadband infrastructure. US Treasury Final Rule requires, subrecipients of these funds have controls, oversight, and monitoring in place. The County nor the DALC can rely upon NTIA or ARPA SFRF staff, auditors, or contractors to serve as this control mechanism. The County and DALC must demonstrate their own policies and procedures in place to assist with project oversight, implementation, tracking and collection of data, and reporting. The Program Manager services outlined in the proposal will work on behalf of the DALC and Lumpkin County Government staff to ensure there is no fraud, waste, or abuse associated with the grant funds.

20. Gymnasium/Outdoor Pool/Pickleball Courts (County Manager Alan Ours)

Gymnasium/Outdoor Pool/Pickleball Courts. A capital project consisting of a gymnasium, outdoor pool and water park amenities and six pickleball courts.

COUNTY MANAGER

Mr. Ours said the pool project includes only two water slides, not three. There had been some misunderstanding due to the way the slides were portrayed on the architect's drawings.

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

Sheriff Stacy Jarrard said he has been collaborating with Lumpkin County Fire/EMS and the University of North Georgia to put together a volunteer search and rescue team. They are accepting donations and are planning to purchase a Labrador retriever to assist with tracking, which will have a handler at the LCSO. Deputy EMA Director Lorraine Morris will be leading the training program for the volunteers. Sheriff Jarrard said anyone is welcome to the search and rescue team, not just UNG students or cadets.

ADJOURNMENT

The meeting was adjourned at 5:42 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Jul 19, 2022 5:30 PM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Minutes
Commissioners Boardroom



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Bobby Mayfield	District 2 Commissioner	Absent	
Rhett Stringer	District 3 Commissioner	Absent	
Jeffrey Moran	District 4 Commissioner	Present	

INVOCATION

Commissioner Greene gave the invocation, which was followed by the Pledge of Allegiance.

CONSIDERATION OF AGENDA

Motion: A motion was made by District 4 Commissioner Moran to approve the agenda. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

PUBLIC COMMENTS (Agenda Specific)

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 1 Commissioner Greene. The motion was approved and carried.

1. Board of Commissioners - Work Session - Jun 7, 2022 4:00 PM
2. Board of Commissioners - Special Called Work Session - Jun 14, 2022 1:30 PM
3. Board of Commissioners - Work Session II - Jun 28, 2022 2:00 PM
4. Board of Commissioners - Regular Meeting - Jun 28, 2022 2:15 PM
5. Board of Commissioners - Special Called Work Session - Jun 28, 2022 2:30 PM

RESOLUTIONS

6. 2022 - 35 - Appoint Member Region One DBHDD Advisory Planning Board - Daniel Bosanko exp 10.19.2025

Appoint Member Region One DBHDD Advisory Planning Board - Daniel Bosanko with a term expiring 10.19.2025

Motion: A motion was made by Chairman Dockery to appoint Daniel Bosanko with a term expiring 10/19/2025. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

7. 2022 - 36 - Resolution Authorizing the Staff & Professionals to Proceed with the Issuance of Revenue Bonds

Resolution Authorizing the Staff & Professionals to Proceed with the Issuance of Revenue Bonds

Motion: A motion was made by District 1 Commissioner Greene to approve the resolution. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

REPORTS

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

Elected Officials

CONTRACTS/AGREEMENTS

8. 2022-040 - Legacy Link SFY 2022 Addendum #2 (Senior Center Manager Linda Kirkpatrick)

Legacy Link Addendum #2. This amends the contract that Lumpkin County Board of Commissioners entered into with Legacy Link, Inc. (Contract #2021-028-A-S approved on July 20, 2021) for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening and support services, and Transportation for senior adults in Lumpkin County.

Motion: A motion was made by District 4 Commissioner Moran to approve Legacy Link SFY 2022 Addendum #2. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

9. 2022-041 - Legacy Link SFY 2023 Local Share Match & Commitment Letter (Senior Center Manager Linda Kirkpatrick)

Legacy Link SFY 2023 Local Share Match & Commitment Letter. Local Share Match and Commitment Letter for the state fiscal year 2023 (July 1, 2022 – June 30, 2023) 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.

Motion: A motion was made by District 1 Commissioner Greene to approve Legacy Link SFY 2023 Local Share Match & Commitment Letter. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

10. 2022-042 - GDOT 5311 FY2023 Transit Grant Award (Public Works Director Larry Reiter)

GDOT 5311 FY2023 Transit Grant Award. Consideration of GDOT 5311 contract for Lumpkin County Transit for FFY 2023 (July 1, 2022 – June 30, 2023) On November 1, 2021 Lumpkin County Board of Commissioners made application to the Georgia Department of Transportation (GDOT) for continuation of funding for the 5311 Rural Transit program for FFY2023. This application has been approved and accepted by GDOT and requires a vote by the Lumpkin County Board of Commissioners to accept or decline the contract.

Motion: A motion was made by Chairman Dockery to approve GDOT 5311 FY2023 Transit Grant Award. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

11. 2022-043 - Quality Tire Scrap Tire Recycling Service Agreement (Public Works Director Larry Reiter)

Quality Tire Scrap Tire Recycling Service Agreement. Consideration of Service Agreement for the disposal of scrap tires generated annually through Lumpkin County Fleet Department. This agreement guarantees the cost of disposal rate at \$170.00 per ton weight for the next 12 months after acceptance of agreement.

Motion: A motion was made by District 4 Commissioner Moran to approve Quality Tire Scrap Tire Recycling Service Agreement. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

12. 2022-044 - Discuss Mark Robinson Request for Transfer Station Fee Increase (Public Works Director Larry Reiter)

Discuss Mark Robinson Request for Transfer Station Fee Increase. Request to increase the per ton fee for the transfer station from \$50 per ton to \$55 per ton.

Motion: A motion was made by District 1 Commissioner Greene to approve Discuss Mark Robinson Request for Transfer Station Fee Increase. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

13. 2022-045 - Georgia Power Company Lighting Replacement Proposal (Public Works Director Larry Reiter)

Georgia Power Company Lighting Replacement Proposal. Lighting Proposal with Georgia Power for the replacement of 34 street lights on county owned property.

Motion: A motion was made by District 4 Commissioner Moran to approve Georgia Power Company Lighting Replacement Proposal. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

14. 2022-046 - SRTA Toll Exemption MOU For Emergency Services (for Law Enforcement) (Finance Director Abby Branan)

SRTA Toll Exemption MOU For Emergency Services (for Law Enforcement). Consideration of the SRTA Toll Exemption for Emergency Services (for Law Enforcement).

Motion: A motion was made by District 1 Commissioner Greene to approve SRTA Toll Exemption MOU For Emergency Services (for Law Enforcement). The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

15. 2022-047 - Mobile Communications Service Agreement (E-911 Director Carlton Chester)

Mobile Communications Service Agreement. Renewal of Annual Preventive Maintenance and Testing Agreement.

Motion: A motion was made by District 4 Commissioner Moran to approve Mobile Communications Service Agreement. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

16. 2022-048 - Consideration of Amendments to the 2022 Health Insurance Plans (Community & Employee Services Director Alicia Davis)

Consideration of Amendments to the 2022 Health Insurance Plans. Request for the Board of Commissioners to Consider Approving Amendments to the 2022 Health Insurance Plans.

Motion: A motion was made by District 4 Commissioner Moran to approve Consideration of Amendments to the 2022 Health Insurance Plans. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

17. 2022-049 - Local Option Sales Tax Joint Agreement

Local Option Sales Tax Joint Agreement. This is for approval of the joint agreement with the City of Dahlonega on the distribution of the Local Option Sales Tax.

Motion: A motion was made by Chairman Dockery to approve Local Option Sales Tax Joint Agreement. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

OTHER ITEMS

18. GDOT Grant Funding for LC Wimpy Airport Crack Seal and Relocate Threshold Project (Public Works Director Larry Reiter)

GDOT Grant Funding for LC Wimpy Airport Crack Seal and Relocate Threshold Project. Commitment for 25% funding for this project at the Lumpkin County airport.

Motion: A motion was made by District 4 Commissioner Moran to approve GDOT Grant Funding for LC Wimpy Airport Crack Seal and Relocate Threshold Project. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

19. Proposal for Technical & Grant Administrative Services for Broadband Infrastructure Project (Development Authority Director Rebecca Mincey)

Proposal for Technical & Grant Administrative Services for Broadband Infrastructure Project. The DALC & Lumpkin County have received notice of funding from the Georgia American Rescue Plan Act State Fiscal Recovery Fund (ARPA SFRF) and the U.S. Department of Commerce for the National Telecommunications and Information Administration (NTIA) for broadband infrastructure. US Treasury Final Rule requires, subrecipients of these funds have controls, oversight, and monitoring in place. The County nor the DALC can rely upon NTIA or ARPA SFRF staff, auditors, or contractors to serve as this control mechanism. The County and DALC must demonstrate their own policies and procedures in place to assist with project oversight, implementation, tracking and collection of data, and reporting. The Program Manager services outlined in the proposal will work on behalf of the DALC and Lumpkin County Government staff to ensure there is no fraud, waste, or abuse associated with the grant funds.

Motion: A motion was made by District 4 Commissioner Moran to approve Proposal for Technical & Grant Administrative Services for Broadband Infrastructure Project. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

20. Gymnasium/Outdoor Pool/Pickleball Courts (County Manager Alan Ours)

Gymnasium/Outdoor Pool/Pickleball Courts. A capital project consisting of a gymnasium, outdoor pool and water park amenities and six pickleball courts.

Motion: A motion was made by District 4 Commissioner Moran to approve Gymnasium/Outdoor Pool/Pickleball Courts. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Greene thanked staff for their work on the pool project and said he was grateful for all of the community input. Commissioner Moran agreed and said it will satisfy the need of several different groups. Chairman Dockery stated it will serve a larger demographic than just an aquatic center.

PUBLIC COMMENTS

Public Works Director Larry Reiter said there will be a check presentation from GDOT to the County for the widening and improvements at the intersection of Pine Tree Way and Morrison Moore Parkway. The event will take place at 9:00 AM on Monday.

ADJOURNMENT

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

The meeting ended at 6:18 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Jul 19, 2022 6:00 PM (CONSIDERATION OF MINUTES)



Lumpkin County, Georgia

Board of Commissioners Department

Date: August 16, 2022

Agenda Item: Resolution Adopting the Statement of Ethics

Item Description: Resolution Adopting the Statement of Ethics

LUMPKIN COUNTY RESOLUTION NO. 2022-37**A RESOLUTION TO ADOPT A STATEMENT OF ETHICS**

Whereas, the Lumpkin County Board of Commissioners desires to adopt a Statement of Ethics applicable to the Board of Commissioners;

Now, therefore, it is hereby resolved that the Statement of Ethics attached hereto and incorporated herein by this reference is approved and adopted;

Resolved, adopted and effective this 16th day of August, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:

Statement of Ethics
Res 2001-52 Adopting Code of Ethics

Statement of Ethics Lumpkin County, Georgia

As representatives of Lumpkin County, we subscribe to the following:

- I. Put loyalty to the highest moral principles and to Country, State, and County above loyalty to persons, party, or government department.
- II. Uphold the Constitution, laws, and legal regulations of the United States and the State of Georgia and of all governments therein, and never be a party to their evasion.
- III. Uphold the Lumpkin County Code of Ethics.
- IV. Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not, and never accept, for myself or my family, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of my governmental duties.
- V. Make no private promises of any kind binding upon the duties of office, since a government official has no private word which can be binding on public duty.
- VI. Engage in no business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of my governmental duties.
- VII. Never use any information coming to me confidentially in the performance of governmental duties as a means for making private profit.
- VIII. Uphold these principles, ever conscious that public office is a public trust.

AGREED TO, this ____ day of _____, 20__.

Chair: _____

Signature

Printed Name

District 3: _____

Signature

Printed Name

District 1: _____

Signature

Printed Name

District 4: _____

Signature

Printed Name

District 2: _____

Signature

Printed Name

LUMPKIN COUNTY RESOLUTION NO. 01-52**A Resolution Adopting the
Lumpkin County Code of Ethics**

Whereas, the governing authority of Lumpkin County desires to adopt a code of ethics governing the employees and elected officials of Lumpkin County.

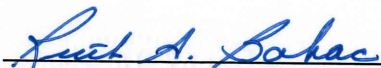
Now therefore, it is hereby resolved that the code of ethics attached hereto as Exhibit "A" are adopted and shall be known as the Lumpkin County Code of Ethics.

Resolved, adopted and effective this 27th day of December, 2001.



Stephen W. Gooch
Lumpkin County Commissioner

Attest:



Ruth A. Bohac
Clerk, Lumpkin County

Attachment: Res 2001-52 Adopting Code of Ethics (2022 - 37 : Resolution Adopting the Statement of Ethics)



LUMPKIN COUNTY CODE OF ETHICS

Preamble

The citizens and businesses of Lumpkin County are entitled to fair, ethical, and accountable local government. County officials and employees hold positions of public trust and their actions must remain above suspicion. In keeping with the commitment of the county commissioner to excellence of public service, the effective and objective performance of democratic government requires that:

- Public officials, both elected and appointed, comply with the letter and spirit of the laws and policies effecting the operations of government;
- Public officials be independent, impartial, and fair in both their judgments and actions;
- Public office be used for the public benefit alone and not for personal gain and;
- Public deliberations and processes be conducted openly in an atmosphere of respect, fraternity, and civility.

In order to preserve respect for local government and promote public trust in the integrity and objectivity of government officials and employees, the Lumpkin County Commissioner shall henceforth adopt this Code of Ethics for the Lumpkin County Government and the administrations therein. The establishment of this code shall guarantee the citizens of Lumpkin County the fair, ethical, and effective operation of their government.

The Code of Ethics

Sec.1 The Public Trust

In recognition of the primary concern of the public interest, public officials shall strive for the common good of the people of Lumpkin County and not for any personal or private interest. Public officials shall administrate fair and equal treatment of all persons, claims, and transactions, regardless of race, age, sex, or association, petitioning before the Lumpkin County Government.

Sec.1a "Public official" shall mean any and all employees, elected or appointed to county government.

Sec.1b "Persons" shall mean any individual, government, organization, or business.

Sec.1c "Claims and transactions" shall mean any contract or negotiated legal exchange between persons and Lumpkin County government.

Sec.2 Compliance with the Law

The public officials of Lumpkin County shall comply with all laws, statutes, and ordinances of the national, state, and local government in the performance of their duties.

Sec.3 The Conduct of Public Officials

The professional and personal conduct of Lumpkin County officials shall avoid even the appearance of impropriety. Officials shall refrain from abusive conduct, personal charges, or verbal affronts upon the character, motives, or intents of other officials or public citizens.

Sec.4 Conflicts of Interest

In order to assure independence and impartiality on behalf of Lumpkin County citizens, officials shall not use public positions to influence or otherwise effect government decisions or actions in which they possess a material financial interest, or where there is deemed an organizational responsibility or personal relationship interest which may present an apparent or real conflict of interest. Officials shall disclose investments, interest in real property, and sources of income and gifts that present conflicts of interest in decision-making. Officials shall abstain from participation in deliberations or decision-making where any conflicts are deemed to exist.

Sec.4a “Conflicts of Interest” shall mean any decision, deliberation, advisement, or other association that presents an apparent or real conflict between an official’s performance in government and that same official’s performance in a private capacity.

Sec.4b “Organizational responsibility” shall mean any responsibility to an organization other than the administrations of Lumpkin County government.

Sec.4c “Personal relationship” shall mean any relationship, whether of immediate kinship and blood relation or that of sustained or material friendship.

Sec.4d “Gift” shall mean any material or otherwise arrangement in excess of \$50.00 that, in design, is an attempt to afford special interest in any transaction pertaining to the actions of any official of Lumpkin County government.

Sec.5 Gifts and Public Favor

Officials shall not accept any special advantage of services or opportunities for personal gain, by virtue of public office, that is not available to the public at large. Officials shall not accept any gift, favor, or promise for future benefit that may influence or compromise their independence of judgment or action, or that may appear to influence such judgment or action.

Sec.5a “Favor” shall mean any non-monetary action, article, or arrangement that attempts to influence or direct an official in public deliberations.

Sec.5b “Promise for future benefit” shall mean any arrangement, offer, or otherwise understanding that attempts to influence the present deliberation of public officials through the promise of future benefit for either the public official or said official’s associations, outside interests, acquaintances, or relatives.

Sec.6 Use of Public Resources

Officials shall refrain from the use of public resources, not available to the public at large, for private gain or personal purposes.

Sec.7 Advocacy

Officials shall represent the policies and positions of the county government to the best of their abilities when designated as delegates for such purpose. When representing their own individual opinions or positions, officials shall state explicitly that such information is not representative of the position of any administrative body within the Lumpkin County government and shall not allow such an inference to occur.

Sec.8 Policy Role of Officials

Officials shall respect and adhere to the administration of county government. Officials shall not interfere with the administrative functions or the professional duties of government officials or impair the ability of staff to implement the decisions of administrative government.

Sec.8a “Interference” shall mean any action with the motive not conducive to the management of established administrative policy direction.

Sec.9 Independence of Boards and Commissions

Recognizing the value of boards and commissions in the public policy decision-making process, officials shall refrain from using public positions to improperly influence the deliberations, administrations, or decisions of established board of commission proceedings.

Sec.10 Positive Work Environment

Officials shall support and contribute to the maintenance of a positive and constructive workplace environment. Recognizing their special role in the public trust, officials shall refrain from creating the perception or reality of inappropriate direction or action toward other government officials and staff.



Lumpkin County, Georgia

Board of Commissioners Department

Date: August 16, 2022

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

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

LUMPKIN COUNTY RESOLUTION NO. 2022-39

**A RESOLUTION TO APPOINT A MEMBER
TO THE
LUMPKIN COUNTY PLANNING COMMISSION**

Whereas, the Lumpkin County Board of Commissioners desires to reappoint a member to the Lumpkin County Planning Commission to serve in Seat 4;

Now therefore, it is hereby resolved that the following person is reappointed to the Lumpkin County Planning Commission for the seat and term as follows:

<u>Name</u>	<u>Seat</u>	<u>Term Expiration</u>
Danny Clark	4	August 27, 2026

Resolved, adopted and effective this 16th day of August, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: August 16, 2022

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

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

LUMPKIN COUNTY RESOLUTION NO. 2022 - 40**A RESOLUTION TO APPOINT A MEMBER OF THE
LUMPKIN COUNTY BOARD OF ELECTIONS AND REGISTRATION**

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

Whereas, the Lumpkin County Board of Commissioners desires to appoint the current Elections Manager to Seat Five;

Now therefore, it is hereby resolved that:

Robin McIntosh is appointed to **Seat Five** of the Lumpkin County Board of Elections and Registration for the remainder of an unexpired term ending December 31, 2022;

Resolved, adopted and effective this 16th day of August, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Development Authority Department

Date: August 16, 2022

Agenda Item: CTC Technology & Energy Professional Consulting Contract

Item Description: CTC Technology & Energy Professional Consulting Contract.

**Facts & Historical
Information:**

On July 19, 2022 the Board of Commissioners reviewed and approved the proposal from CTC Technology & Energy (CTC) for technical and grant administrative services for the NTIA broadband infrastructure program.

Attached is the professional consulting contract to formalize the service from CTC to Lumpkin County.

**Potential Courses
Of Action:**

- a) Approve the professional contract as presented.
- b) Revise the contract.
- c) Take no action.
- d) Another course of action suggested by the BOC.

Budget Impact:

CTC will perform the tasks presented in the proposal for a fixed fee of \$32,500 per year. This will be billed in quarterly installments that coincide with the county's required reporting to NTIA.

On July 19, 2022 the Board of Commissioners agreed to provide the funding for this service from the American Rescue Plan Act funds Lumpkin County received.

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

Attachments:

CTC-Lumpkin County- FINAL Consulting Contract- 07.26.2022

PROFESSIONAL CONSULTING CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

If for CTC:

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

If for the Client:

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

Dahlonega, Georgia 30533

With a Copy to:

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

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

12. Entire Agreement. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
13. Amendment. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
14. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason by a court of competent jurisdiction or by appropriate Client or other governmental authorities, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
15. Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

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

Columbia Telecommunications Corporation

By: _____
Joanne Hovis, President

Date: _____

Lumpkin County Board of Commissioners

By: _____

Chris Dockery, Chairman

Date: _____

Appendix A

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



Lumpkin County, Georgia

Finance Department

Date:	August 16, 2022
Agenda Item:	Amend School Resource Officer IGA with Board of Education
Item Description:	Amend School Resource Officer IGA with Board of Education. Consideration of Adding a School Resource Officer Position.
Facts & Historical Information:	The current IGA between Lumpkin County Board of Commissioners (BOC) and Lumpkin County Board of Education (BOE) was approved on August 10, 2020. The agreement provides that the Sheriff's Office will employ and provide School Resource Officers (SROs) at Long Branch Elementary, Lumpkin County Elementary, Blackburn Elementary, Lumpkin County Middle, and Lumpkin County High schools. The current agreement states that the BOE will reimburse the BOC at 50% of personnel, equipment, and vehicle operating costs. The BOE will reimburse 100% of personnel overtime costs, including payroll taxes for SROs who work overtime in their capacity as an SRO. In late July, Sheriff Jarrard was approached by Dr. Brown, Superintendent of Lumpkin County Schools, to add an SRO to work in the school system. Cost ranges were provided to Dr. Brown, and he expressed to Sheriff Jarrard that the BOE would like to move forward with adding an SRO. The BOE will reimburse the BOC at 100% of personnel costs. The Sheriff indicated that his office will provide the equipment, vehicle, and maintenance and fuel costs for the 6th (floater) SRO position.
Potential Courses Of Action:	A) Approve the IGA with the BOE and subsequently add an officer to serve as SRO B) Do not approve the IGA with the BOA
Budget Impact:	There will be no impact to the operating budget, as the additional position will be fully funded by the Board of Education.
Staff Recommendation:	
Attachments:	IGA - Additional SRO

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE LUMPKIN
COUNTY BOARD OF EDUCATION AND LUMPKIN COUNTY, GEORGIA, AND THE
OFFICE OF THE LUMPKIN COUNTY SHERIFF
FOR PROVISION OF SCHOOL RESOURCE OFFICERS**

GEORGIA, LUMPKIN COUNTY

This Agreement, made and entered into with an effective date of September 1, 2022, by and between the Lumpkin County Board of Education (hereinafter, the "School System"), Lumpkin County, Georgia (hereinafter, the "County"), and the Sheriff of Lumpkin County (hereinafter, the "Sheriff").

WITNESSETH:

WHEREAS, School Resource Officers have heretofore been assigned to various schools within the School System; and

WHEREAS, the parties recognize the outstanding benefits of a School Resource Officer Program to the citizens of Lumpkin County, and, in particular, the students assigned to schools within the School System; and

WHEREAS, the parties recognize the desirability and need to continue a School Resource Officer Program on the terms hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and the mutual benefits flowing to and among the parties hereto, the School System, the County, and the Sheriff hereby agree as follows:

1. **Purpose.** The School System and the Sheriff agree that the purpose of the SRO Program is to provide resources and support for School System students, teachers, and staff in law enforcement related matters. These resources and support include: providing classroom instruction on law enforcement matters; allowing students to build positive relationships with law enforcement officers, in the form of SROs, in a non-confrontational setting; protecting persons and property on School System grounds; gathering information concerning criminal activity involving School System students on or off of School System grounds; investigating crimes that occur on School System grounds; and generally enforcing the laws of the State of Georgia on and around School System grounds. For the purposes of this Agreement, the term "Regular Academic Session" shall mean each period beginning on the first day students report to school in August of one calendar year and ending on the last day that students report at any school in May or June of

the following calendar year.

2. **Assignment and Duties of School Resource Officer.** The Sheriff shall provide six (6) School Resource Officers (hereinafter sometimes referred to as “SRO” or collectively as “Officers” or “SROs”) to the School System, which Officers shall be assigned as follows: One (1) to Lumpkin High School, One (1) to Lumpkin Middle School, One (1) to Lumpkin Elementary School, One (1) to Long Branch Elementary School, One (1) to Blackburn Elementary School, and One (1) officer shall be a floater that may be assigned where needed. The Officers shall provide the services and perform the duties set forth in the Exhibit “A” attached hereto and made a part hereof.

3. **Employment Status of Officers.** The SROs are first and foremost law enforcement officers and employees of the Sheriff’s Office and, while performing duties as SROs, will remain employees of the Sheriff’s Office with all rights, benefits and privileges attaching thereto. At any time during which the School System is not in Regular Academic Session, each SRO will report to the Sheriff’s Office and perform duties as assigned by and through the Sheriff’s Office. Upon request by the School System, the Sheriff’s Office may approve additional School System related duties for SROs (e.g. summer “enrichment” programs) during periods when the School System is not in Regular Academic Session.

The Sheriff shall have final control over the manner in which the Officers shall exercise their obligations under this Agreement; however, the details as to the time and location of the duties to be performed by the Officers shall be determined by the principals of the schools to which the Officers are assigned, subject to the joint supervision of the Sheriff and the principals.

It is understood and agreed that any SRO assigned to a Lumpkin County School is subject to call in other areas of the county for emergencies; however, the Sheriff will make a reasonable effort not to divert the assigned SRO unless absolutely necessary.

4. **Term.** The term of this Agreement shall commence on September 1, 2022, (the “Effective Date”) and continue until August 31, 2023, unless sooner terminated as hereinafter provided. This Agreement will renew annually for successive terms of one-year each upon the same terms and conditions set forth herein, unless either the School System, the Sheriff or the County give the other parties notice of its intentions to terminate or otherwise re-negotiate the terms of this Agreement not less than sixty (60) calendar days prior to the end of the term.

5. **Early Termination.** This Agreement may be terminated by any party to this

Agreement upon sixty (60) calendar days written notice to the other parties hereto.

6. **Compensation of Officers.** The School System shall reimburse the County for 100% of all personnel costs, including payroll taxes, health insurance, and retirement contributions, for the School Resource Officer floater position. The School System shall not be responsible for any equipment costs or vehicle operating costs for the School Resource Officer floater position. For all other School Resource Officer positions, the School System shall reimburse the County for 50% of all personnel costs, including payroll taxes, health insurance, and retirement contributions, and 50% of all equipment costs, and 50% of vehicle operating costs, including fuel, insurance, and maintenance. The School System shall reimburse 100% of personnel overtime costs, including payroll taxes for School Resource Officers who work overtime in their capacity as an SRO.

The County will invoice the School System on a quarterly basis and payment shall be made within 30 days.

7. **Office Access and Supplies for Officers.** The School System shall provide the Officers with access to a secure office, including a desk with drawers, a chair, a cabinet for files and records, a telephone, a scanner, a printer, a computer with email and internet access, and office supplies to be used for general business purposes.

8. **Access to Information.** During the term of this Agreement, the School System shall have free access to all public information which in any way deals with criminal activity in and around the schools to which the Officers are assigned. The Sheriff shall provide to the School System copies of such incident reports, arrest reports, or other public documents which reflect any actual or potential criminal activity in or around the schools. Such information will be routinely provided to the School System on a regular basis, without the necessity of a formal request by the School System. The School System shall likewise share with the Sheriff all public information which in any way deals with criminal activity in or around the schools, without the necessity of a formal request by the Sheriff.

9. **Training for Officers.** The County and/or the Sheriff shall provide all School Resource Officer training and certification needed by the Officers for the performance of their duties hereunder as soon as possible. Actual on-campus work by the Officers may commence without all SRO's being certified, provided that all SRO's shall be POST certified.

10. **Indemnification.** Each party does hereby agree, to the extent, if any, allowed by

law, to indemnify and hold harmless the other parties, their officers, agents, servants, and employees from any and all injuries, claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by the wrongful acts or non-performance of this Agreement by that party, except as would relate to the injury, claim action, lawsuit, damage, judgment or liability caused by or contributed to by the negligence or recklessness or intentional act of the complaining party, its officers, agents, servants, or employees to the extent of such negligence or reckless or intentional act.

11. **Notices.** Any and all notices or other communications hereunder required or permitted shall be deemed to have been given when made in writing, deposited in the United States mail, postage pre-paid, and addressed as follows: Superintendent, Lumpkin County School System, 56 Indian Drive, Dahlonega, Georgia 30533; Sheriff of Lumpkin County, 385 East Main Street, Dahlonega, Georgia 30533; and Lumpkin County Manager, 99 Courthouse Hill, Ste H, Dahlonega, Georgia 30533.

12. **Good Faith.** The School System, the County and the Sheriff agree to cooperate in good faith in fulfilling the terms of this Agreement. All parties shall negotiate in good faith to resolve any unforeseen difficulties or issues arising from this Agreement.

13. **Governing Law.** This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of Georgia.

14. **Amendment to Agreement.** This Agreement may be amended, from time to time, by mutual agreement of the parties. Any such amendment shall be in writing, signed by the parties, and attached hereto.

[Signatures on Following Page]

This Agreement supersedes and replaces the Agreement between the parties dated August 10, 2020.

IN WITNESS WHEREOF, the parties have executed this Agreement in Lumpkin County, Georgia, on the day and year first above written.



LUMPKIN COUNTY BOARD OF EDUCATION

BY: [Signature] (SEAL)
~~Chairman~~ Superintendent

LUMPKIN COUNTY

BY: _____ (SEAL)
 Chairman, Lumpkin County Board of Commissioners

SHERIFF OF LUMPKIN COUNTY

By: _____ (SEAL)
 Sheriff, Lumpkin County

EXHIBIT "A"

Duties and Responsibilities of School Resource Officers:

1. **General Duties.** School Resource Officers shall:

- 1.1. Provide law enforcement on campus;
- 1.2. Counsel students and parents as needed;
- 1.3. Respond to major conflicts and disruptions;
- 1.4. Provide traffic control at schools when deemed necessary for the safety of students, staff and the general public;
- 1.5. Work in areas of student conflict mediation;
- 1.6. Act as instructors for specialized, short-term law enforcement related educational programs (e.g. the D.A.R.E. program);
- 1.7. Act as liaison for information sharing between agencies; and
- 1.8. Foster a strong, positive relationship between the Lumpkin County Sheriff's Office and the Lumpkin County School System.
- 1.9. Project a professional, approachable law enforcement image to the students, parents and staff.

2. **Relationship with Students.** School Resource Officers shall make every reasonable effort to bridge the gap between students and law enforcement officers through: increasing positive attitudes towards law enforcement officers; encouraging cooperation between students and law enforcement officers; counseling; teaching students about the law enforcement system; and taking a personal interest in students.

3. **Discipline.** The disciplining of students for violations of School System policies is solely the responsibility of the School System. A School principal may contact the SRO if he/she believes that an incident involves a violation of Georgia law, after which the SRO shall determine whether a law enforcement response is appropriate. SROs are not to be utilized by the School System for enforcing School System policies or monitoring duties of School System employees. Violations of School System policies observed by the SRO shall be brought to the attention of the appropriate School System administrator.

4. **Role Model Elements.** School Resource Officers shall display: good moral standards; good judgment and discretion; consistency and fairness; respect for students; and sincere concern for the school community.

5. **Other Responsibilities.** School Resource Officers shall also:

- 5.1. Coordinate all of the activities with the principal of the school to which they are assigned and seek permission, advice, and guidance prior to enacting any program within the school;
- 5.2. Deter misconduct by remaining highly visible;
- 5.3. Assist administrators when students or others commit acts of violence or crime on campus;
- 5.4. Assist with security of parking lots, grounds, and school buildings;
- 5.5. Assist in improving the perception that the school is a safe learning environment;
- 5.6. Supervise morning arrival traffic by preventing reckless driving and monitoring crowd control (i.e., insuring students leave vehicles and enter school, insuring only school students are in parking lot, and deterring criminal behavior);
- 5.7. Conduct security surveys and check video monitoring equipment and review monitoring tapes, as needed;
- 5.8. Assist administrators with disruptive behavior;
- 5.9. Perform ongoing security checks on campus;
- 5.10. Conduct periodic meetings with school administrators and law enforcement officials to exchange information;
- 5.11. Assist the principal in developing plans and strategies to prevent or minimize dangerous situations which may result in student unrest;
- 5.12. When requested by a principal, attend parent/faculty meetings;
- 5.13. Become familiar with and understand Lumpkin County School System policy at all times.



Lumpkin County, Georgia

Special Projects Department

Date:	August 16, 2022
Agenda Item:	Amend IGA with Board of Education Concerning Aquatic Facility
Item Description:	Amend IGA with Board of Education Concerning Aquatic Facility. Approval of the amended IGA with the Board of Education due to the required revision/scope change to the Aquatic Center/Pool Project.
Facts & Historical Information:	Lumpkin County entered into an IGA with the Board of Education on October 30, 2020 for the joint development of a site for a new elementary school and aquatic facility and other recreational facilities. On September 21, 2022 Lumpkin County entered into another IGA with the Board of Education for the joint development, construction and use of the roads, utilities and parking areas serving the site for the new elementary school and aquatic facility. Since that time, the scope of the project has changed from an indoor pool and aquatic facility to a parks and recreation facility with a two-court gymnasium, pickleball courts, an outdoor pool and outdoor water park area. The amendment to the IGA reflects those changes. All other items from the previous agreements remain in effect.
Potential Courses Of Action:	A. Approve the amended IGA with the Board of Education. B. Do not approve the amended IGA with the Board of Education.
Budget Impact:	This action will have no impact on the budget.
Staff Recommendation:	Staff's recommendation is to approve the amended IGA with the Board of Education.
Attachments:	Signed IGA with BOE

AMENDMENT NO. 1 TO

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE LUMPKIN
COUNTY BOARD OF EDUCATION AND LUMPKIN COUNTY, GEORGIA**

FOR

**THE JOINT DEVELOPMENT OF A SITE FOR A NEW ELEMENTARY SCHOOL AND
AQUATIC FACILITY AND OTHER RECREATIONAL FACILITIES**

AND

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE LUMPKIN
COUNTY BOARD OF EDUCATION AND LUMPKIN COUNTY, GEORGIA**

FOR

**THE JOINT DEVELOPMENT, CONSTRUCTION AND USE OF THE ROADS,
UTILITIES AND PARKING AREAS SERVING THE
SITE FOR A NEW ELEMENTARY SCHOOL AND AQUATIC FACILITY**

GEORGIA, LUMPKIN COUNTY

This Agreement, made and entered into with an effective date of _____, 2022, by and between the **Lumpkin County Board of Education** (hereinafter, the “Board of Education”), and **Lumpkin County, Georgia** (hereinafter, the “County”).

WITNESSETH:

WHEREAS, the Board of Education is the governing body for the Lumpkin County School District, a political subdivision of the State of Georgia pursuant to Article VIII, Section V, Paragraph I of the 1983 Georgia Constitution, operating under the laws and regulations of this State; and

WHEREAS, the County is a political subdivision of the State of Georgia pursuant to Article IX, Section III, Paragraph I of the 1983 Georgia Constitution, operating under the laws and regulations of this State; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the 1983 Georgia Constitution, the parties are authorized to contract with one another for a purpose which the parties are otherwise authorized by law to undertake or provide; and

WHEREAS, the parties entered into an Intergovernmental Agreement dated October 30, 2020, for the Joint Development of a Site for a New Elementary School and Aquatic Facility and Other Recreation Facilities (‘IGA1’); and

Attachment: Signed IGA with BOE (2022-052 : Amend IGA with Board of Education Concerning Aquatic Facility)

WHEREAS, the parties entered into an Intergovernmental Agreement dated September 21, 2021, for the Joint Development, Construction and Use of the Roads, Utilities and Parking Areas Serving the Site for a New Elementary School and Aquatic Facility ('IGA2'); and

WHEREAS, the parties recognize that the scope of the County's Aquatic Facility project has changed due to budget constraints; and

WHEREAS, in consideration of the mutual benefits and consideration accruing to each of the parties hereto, which benefits are hereby expressing acknowledged, the parties have determined that it is in the best interest of the citizens of Lumpkin County to amend IGA1 and IGA2 to reflect the changes in the County project;

NOW, THEREFORE, in consideration of the mutual covenants and promises and the authority granted to these parties by the laws of Georgia, the undersigned parties hereby enter into and agree to be bound by the provisions set forth in the preamble of this Agreement as if fully set forth below and the following provisions:

1.

The Board of Education acknowledges and accepts that the scope of the County's project for an aquatic facility has changed from indoor pool and aquatic facility to a parks and recreation facility, including a two-court gymnasium, pickleball courts, and outdoor pool as shown on the 'Overall Layout' attached hereto as Exhibit 'A'.

2.

All other provisions of IGA1 and IGA2 shall remain in full force and effect.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement in Lumpkin County, Georgia, on the day and year first above written.

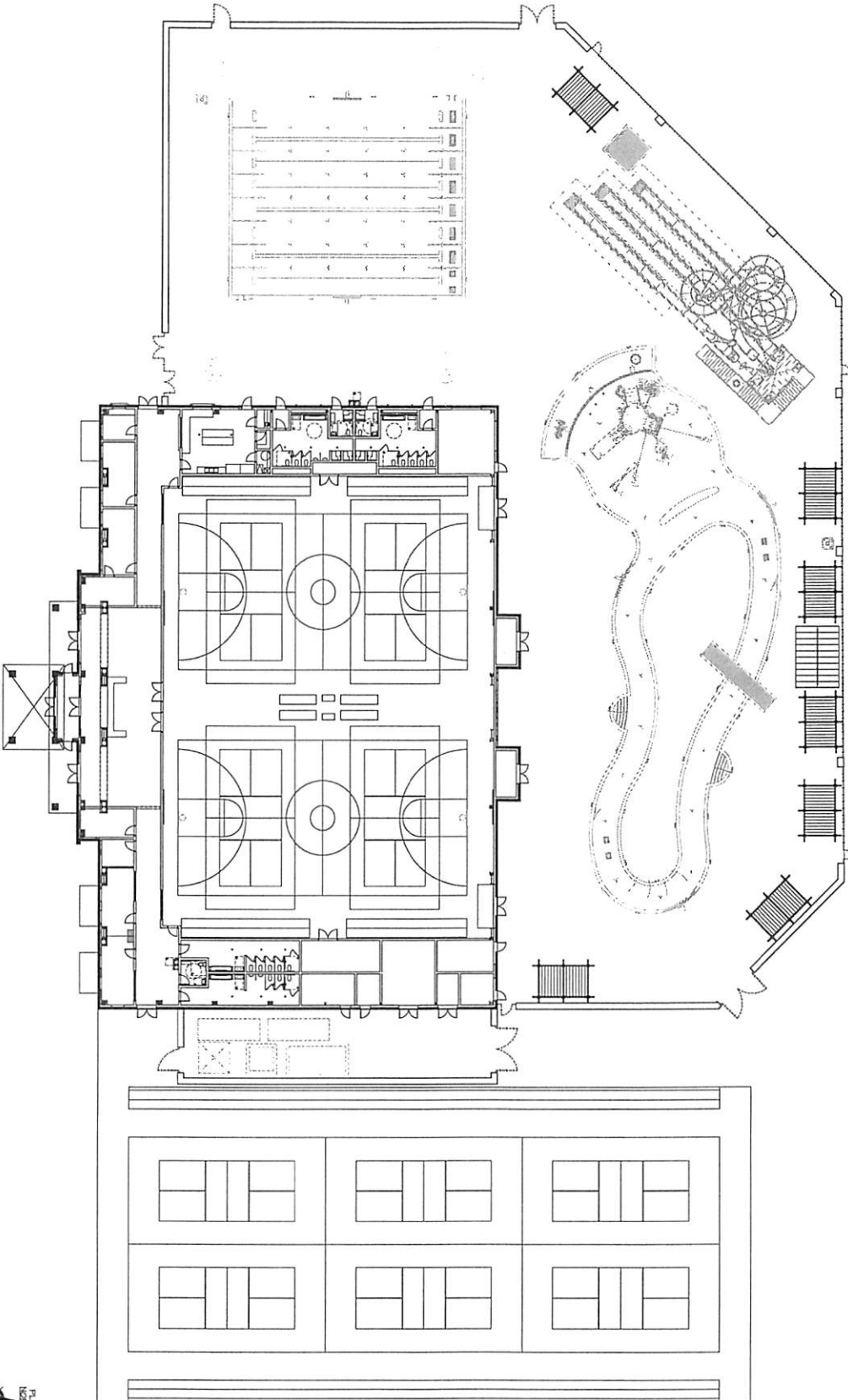
LUMPKIN COUNTY BOARD OF EDUCATION

BY:  (SEAL)
Chairman

LUMPKIN COUNTY

BY: _____ (SEAL)
Chairman, Lumpkin County Board of Commissioners

EXHIBIT 'A'



SCALE: 3/32" = 1'-0"

FLOOR PLAN 1



Packet Pg. 52

ARCHITECTURE
WILLMILLS

100 HARTWELL STATION STREET
MARIETTA, GA 30060
PHONE: 770.446.3006
FAX: 770.446.3006
WWW.AAARCHITECTURE.COM

This drawing and the design shown herein are the property of AA Architecture, Inc. and are to be used only for the project and location specified. Any copying or other use of this drawing without the written consent of AA Architecture, Inc. is prohibited and any such use is subject to legal action.

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Construction
Documents

LUMPKIN COUNTY
RECREATION
CENTER

215 PINE TREE WAY
DAHLONEGA, GA 30533

OVERALL
LAYOUT

TOTAL PERIMETER
TWO (2) FLOORS

NO.	DATE	BY	CHKD.
1	07/12/2022	AA	AA
2	07/12/2022	AA	AA
3	07/12/2022	AA	AA
4	07/12/2022	AA	AA
5	07/12/2022	AA	AA
6	07/12/2022	AA	AA
7	07/12/2022	AA	AA
8	07/12/2022	AA	AA
9	07/12/2022	AA	AA
10	07/12/2022	AA	AA

Issue Date: 07/12/2022

Project Number: 20-022-01

Sheet Number:





Lumpkin County, Georgia

Election and Voter Registration Department

Date:	August 16, 2022
Agenda Item:	IGA with Secretary of State for Additional Voting Equipment
Item Description:	IGA with Secretary of State for Additional Voting Equipment. Approval of IGA with the Secretary of State for the loan of election equipment for the November General Election.
Facts & Historical Information:	OCGA 21-2-300 requires that equipment used for casting and counting votes in elections be the same in each county in the State of Georgia and shall be provided by the Secretary of State. The Secretary of State may loan additional voting equipment to the county upon request from the county. In preparation for the November 2022 General Election the Lumpkin County Elections Office has requested additional voting equipment from the Secretary of State. The Elections Office will be responsible for the transport and security of the equipment. As with all election equipment the Elections Office will be responsible for the preparation and testing of the loaned equipment prior to use in the election. The additional equipment will be returned to the Secretary of State upon certification of the election. There will be no cost to the county for the use of this additional equipment.
Potential Courses Of Action:	A. Approve the IGA with the Secretary of State for the loan of additional voting equipment. B. Do not approve the IGA with the Secretary of State for the loan of additional voting equipment.
Budget Impact:	There will be no impact to the budget.
Staff Recommendation:	Staff's recommendation is to approve the IGA with the Secretary of State.
Attachments:	IGA_SOS_Lumpkin_08.12.2022

INTERGOVERNMENTAL AGREEMENT

THE INTERGOVERNMENTAL AGREEMENT is made this 12th day of August, 2022 between the Secretary of State of the State of Georgia and Lumpkin County (hereinafter “County”).

WHEREAS O.C.G.A § 21-2-300 requires that the equipment used for casting and counting votes in county, state, and federal elections be the same in each county in the state of Georgia and shall be provided to each county by the state, as determined by the Secretary of State;

WHEREAS the Dominion voting system components include Ballot Marking Devices, Imagecast Precinct Scanners (ICP) with ballot boxes, Imagecast Central workstations (ICC), Election Management System (EMS) computers, and Dominion software, and KNOWiNK Electronic Pollbooks which include iPad tablets, iPad stands, Encoder/iOS Readers, iSync Drive, Scanning trays, Styluses, and Carrying Cases;

NOW, THEREFORE, the Secretary of State may upon the written request of any county election board, registrar or superintendent may loan additional voting system components on as needed basis to the County and as determined by the Secretary of State. Said equipment loaned by the Secretary of State shall be limited to physical equipment made up of BMDs, printers, ICPs, ballot boxes, bags and poll pads.

1. Scope of Agreement.
 - 1.1 Pursuant to O.C.G.A. § 21-2-300 the Secretary of State is tendering the loan of an additional portion of the Dominion voting system components described herein, and the County is borrowing the additional voting system components for use in the 2022 election cycle.
2. Storage of the Voting System Components.
 - 2.1 The County shall take full responsibility for the transport, care, storage, and use of the additional voting system components in the same manner as required by State Election Board rule 183-1-12.01 the rules and regulations promulgated thereto, and instructions provided by the Secretary of State for the security, storage and use of the Dominion components.
3. Use of Voting System Components.
 - 3.1 The County shall only use the additional voting system components in the general primary, general primary run-off or general election and general election run-off in 2022, unless otherwise authorized by the Secretary of State.
 - 3.2 The County shall be solely responsible for the transportation, logic and accuracy testing, storage, and security of any voting equipment loaned to it by the Secretary of State.

- 3.3 The County shall return the additional voting system components to the Secretary of State following the certification of results for the election in which the equipment was used.
- 3.4 The County further agrees to return all additional voting system equipment and its components to the Secretary of State in good working order and in an unaltered state.
4. Responsibility for Care and Maintenance.
- 4.1 The County assumes all responsibility for the proper care, maintenance, and storage of additional voting system components issued pursuant to this agreement. The Secretary of State and the County shall each be independently responsible for carrying out its official responsibilities at its own sole cost, risk, expense and responsibility with respect to activities under or related to this Agreement.
5. Miscellaneous.
- 5.1 The County will comply with all laws, rules and policies applicable to its activities under this Agreement.
6. Entire Agreement.
- 6.1 This Agreement contains the entire agreement between the parties with regard to its subject matter and supersedes all other prior and contemporaneous agreements and understandings between the parties. This Agreement may not be amended or modified except in writing by the Secretary of State.

In witness whereof, the parties have caused their hand and seal as follows, or have otherwise indicated their acceptance of this Agreement, as provided above:

OFFICE OF THE SECRETARY OF STATE:

Name Signature: _____

Title

COUNTY:

Chris Dockery

Name Signature: _____

Chairman

Title

Exhibit A

Itemized list of additional voting system components:

ICP

1. AAFAJKM0041
2. AAFAJEM0096
3. AAFAJKJ0128
4. AAFAJKJ0050

CASES

1. AAUCCKO0040
2. AAUCCKD0255
3. AAUCCKF0207
4. AAUCCKD0244



Lumpkin County, Georgia

Finance Department

Date: August 16, 2022

Agenda Item: Yahoola Creek Reservoir Pedestrian Trails Phase I Cultural Resource Survey

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

Facts & Historical Information:

In September 2021, the Board of Commissioners (BOC) adopted a resolution for the Georgia Department of Natural Resources (GDNR) Recreational Trails Program (RTP) Grant application. In February 2022, GDNR notified the County that we were invited to proceed to the Second-level of the grant application process. The Second-level application was submitted in March 2022. Since that time, the application has been under review by GDNR. Rebecca Mincey and staff have worked with GDNR to provide follow up information when requested.

On Thursday, August 11, GDNR requested a Phase I Cultural Resource Survey for the Yahoola Creek Reservoir Pedestrian Trails project, which is a requirement of the grant application. Mrs. Mincey began work to find a suitable consultant to complete this work, and she requested quotes from 12 companies. At this point, 2 quotes have been received but more are expected. Prices range from \$6,000 to \$11,000, and the turnaround time ranges from 4 to 8 weeks. Staff would like to obtain additional quotes this week and determine the best path forward.

Staff believes that \$6,000 is sufficient to fund this survey. The Development Authority of Lumpkin County (DALC) has funds set aside for the reservoir project and can fund ½ of the cost. The County's ½ can come from cash match funds that are included in the 2022 budget or from contingency funds.

Due to the time constraints of the grant application review process, we are asking the Board of Commissioners to approve a contract with the company selected by Mrs. Mincey and staff, under the conditions of passing legal review as well as not exceeding a cost of \$6,000.

Potential Courses Of Action:

- A. Approve the contract.
- B. Not approve the contract.

Comparison of Courses of Action:

- A. COA A allows staff to move forward with the Phase I Cultural Resource Survey in a reasonable amount of time, which will allow our pursuit of a Recreational Trails Program Grant.
- B. COA B will halt the Recreational Trails Program Grant application.

Budget Impact:

DALC will fund ½ the cost, and the County's ½ can be taken from the cash match in

the 2022 budget or from contingency funds.

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



Lumpkin County, Georgia

Board of Commissioners Department

Date: August 16, 2022

Agenda Item: Voting Delegate – Legislative Leadership Conference

Item Description: Voting Delegate – Legislative Leadership Conference



Lumpkin County, Georgia

County Clerk Department

Date:	August 16, 2022
Agenda Item:	Alcoholic Beverage License – Massey Burns Inc. d/b/a 52 West Brewing
Item Description:	Alcoholic Beverage License – Massey Burns Inc. d/b/a 52 West Brewing. This is for the issuance of an alcoholic beverage license for Manufacturer sales located at 350 Hwy 52 West, Dahlonega, GA 30533.
Facts & Historical Information:	David Burns is applying for Massey Burns Inc. d/b/a West Brewing to obtain a Manufacturer 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

Public Works Department

Date:	August 16, 2022
Agenda Item:	LC Wimpy Airport Crack Sealing and Runway Remarking Bid Award (Contractor TBD)
Item Description:	LC Wimpy Airport Crack Sealing and Runway Remarking Bid Award (Contractor TBD). Approve bid to allow a notice of award to be sent to contractor and proposed contractor to GDOT.
Facts & Historical Information:	On July, 6th staff released and invitation to bid for the crack sealing and runway remarking project. These projects are both on the approved airport CIP and were combined into one bid package. Bid will be received on August 12th. Staff will update this analysis and provide bid tabulations and a recommendation for bid award to the BOC before the second work session. The bid tabulations along with the proposed winning bidder will be sent to GDOT. If approved by GDOT, a contract for the project can be awarded and the DOT will prepare a reimbursement contract with the county for 75% of the cost. It is staff's intent to have both contracts ready for approval by the BOC in September.
Potential Courses Of Action:	1. Award bid and move to contracting. 2. Do not award bid.
Budget Impact:	GDOT will reimburse 75% of the costs of the contract. The remaining 25% will be paid from the airport budget.
Staff Recommendation:	Staff will make a recommendation after bids are evaluated.



Lumpkin County, Georgia

Public Works Department

Date:	August 16, 2022
Agenda Item:	LC Wimpy Airport Consultant Proposal Committee
Item Description:	LC Wimpy Airport Consultant Proposal Committee. Form a committee to review proposals and recommend a consultant to contract with for professional engineering, architectural, and construction inspection/administration services for the Lumpkin County Airport.
Facts & Historical Information:	At the recommendation of GDOT, the Airport Authority agreed to release a request for qualifications (RFQ) for an airport consultant. In July of '22 staff released the RFQ and responses are due back on August 12th. Staff is asking the BOC to form a committee to review and score the responses, interview the short list candidates and make a recommendation for the award a contract. Staff does not believe that there will be adequate time to review the proposals for the August regular meeting and therefor is planning to have a recommendation ready to present to the BOC at the September work session. The committee should be 5 to 8 members. These members can be from the staff, airport authority, BOC or the public. Attached is a copy of the RFQ.
Potential Courses Of Action:	1. Provide names for the committee 2. Do not form a committee.
Budget Impact:	No pricing information will be included in the RFQ's. If awarded, GDOT will reimburse 75% of the costs of the contract. The remaining 25% will be paid from the airport budget.
Staff Recommendation:	Staff will make a recommendation after proposals are evaluated.
Attachments:	RFQ 2022-002 AIRPORT CONSULTING AND ENGINEERING SERVICES (4)

**REQUEST FOR QUALIFICATIONS (RFQ) 2022-002
AIRPORT ENGINEERING,
ARCHITECTURAL & CONSTRUCTION INSPECTION/ADMINISTRATION
CONSULTANT SERVICES
FOR LUMPKIN COUNTY- WIMPY'S AIRPORT, DAHLONEGA, GEORGIA**

The Lumpkin County Board of Commissioners is seeking a qualified aviation consulting firm to provide professional engineering, architectural, and construction inspection/administration services, including, but not limited to, geotechnical/subsurface investigations and topographic surveying, environmental assessments, preliminary and final design, and bidding, at the Lumpkin County- Wimpy's Airport in Dahlonega, Georgia.

It is the intent of the Lumpkin County Board of Commissioners to enter into a Master Agreement with a consultant for the upcoming two (2) year period. The selected consultant will negotiate and enter into individual work authorizations/task orders for services based on the scope of work, with the Lumpkin County Board of Commissioners on an assignment-by-assignment basis during the term of the Master Agreement.

The services are limited to projects that the Lumpkin County Board of Commissioners expects to initiate within five (5) years of the effective date of the Master Agreement. A list of the anticipated projects for the five (5) period is attached. It is noted that some services may not be required. The Lumpkin County Board of Commissioners reserves the right to initiate additional procurement actions for projects and work items included in the initial procurement.

The selection of the consultant will comply with 49 USC § 47107(a) (17), 2 CFR §200.320, and FAA Advisory Circular 150/5100-14 *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*, and applicable Georgia statutes and laws, as amended. Responding firms/teams must possess a current pre-qualification by the Georgia Department of Transportation in Area Classes 2.09 Airport Design, and 8.02 Airport Construction Administration and Observation.

The consultant and any subconsultants proposed shall not discriminate based on race, color, national origin, or sex in the performance of this contract. Disadvantaged Business Enterprise (DBE) utilization is required for federally funded projects over \$250,000. The DBE goal for FY 2023 is 0%. Proposed DBE firms are to be certified by the Georgia Uniform Certification Program. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of all Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of the contract, which may result in the termination of the contract or such other remedy as the Lumpkin County Board of Commissioners deems appropriate.

The Lumpkin County Board of Commissioners reserves the right to reject any submissions to this RFQ, request clarification, or waive informalities/technicalities if they are deemed in the best interest of the Lumpkin County Board of Commissioners. The Lumpkin County Board of Commissioners is not liable for any costs incurred by the consultant in the preparation or presentation of a response to this request.

Scope of Services-Design/Engineering/Construction

The scope of work to be included in the Master Agreement may include, but is not limited to, the following:

- a. Prepare Project Funding Applications and Capital Improvements Program (CIP) Documents.
- b. Perform Design, Bidding and Negotiation, Construction Administration, and Resident Inspection Services.
- c. Construct/Rehabilitate Airfield Drainage Systems.
- d. Construct/Rehabilitate Airfield Pavement, Lighting, and NAVAIDs/ILS Improvements.
- e. Construct/Rehabilitate Airport Buildings (Terminal / Hangars / Maintenance).
- f. Construct/Rehabilitate Airport Roadways and Parking Lots.
- g. Install/Upgrade Airport Fencing and Security Systems.
- h. Obstruction Removal
- i. Improve Runway/Taxiway Safety Areas/Object Free Areas
- j. Land Acquisition
- k. Such other airport-related engineering work as the Lumpkin County Board of Commissioners may deem necessary.

Projects are limited to those in the attached project list and may be accomplished over multiple years, task orders, and State grants. Projects or work elements not included in this list or agreement may require additional procurement actions to ensure compliance with Federal and State requirements and to ensure qualification of staffing for specialized tasks. The addition of a similar project or work element without additional procurement action requires the Georgia Department of Transportation's written approval of the Lumpkin County Board of Commissioners' request and justification to forego a separate procurement action.

Submission Requirements

Required information is to be presented in a manner that clearly illustrates the following:

1. Team Description/Background: A general description of the submitting firm, including firm size, and general information regarding all sub-consultant firms on the team.
2. Organizational Chart: Include clear illustration as to the Project Manager and key personnel representing the primary firm.
3. Resumes: Include for key personnel. Indicate each individual's qualifications and experience.
4. Relevant Experience: Qualifications and experience of the primary firm and subconsultants in the past five (5) years at general aviation airports similar in nature to the Lumpkin County- Wimpy's Airport.
5. Proximity to the Lumpkin County- Wimpy's Airport: Geographical location of the office that will be primarily responsible for assigned projects and where the work will be accomplished, as well as the location of any supporting offices that will likely be involved in this contract.
6. References: Contact name, agency name, and telephone number of at least three (3) current airport clients of the primary firm.
7. Regulatory Familiarity: Demonstrate familiarity with the Federal Aviation Administration (FAA) and State Aviation Programs.
8. Workload: Provide a brief summary of the primary firm's current workload and ability to meet schedules and deadlines.

Evaluation Criteria

The following criteria shall be used to select the consultant:

1. Capability to perform all or most aspects of the project and recent experience in airport projects comparable to the proposed tasks.
2. Key personnel's professional qualifications and experience and availability for the proposed project; their reputation and professional integrity and competence; and their knowledge of FAA and State regulations, policies, and procedures.
3. Capability to meet schedules or deadlines.
4. Quality of projects previously undertaken and capability to complete projects without having major cost escalations or overruns.
5. Qualifications and experience of sub-consultants regularly engaged by the consultant under consideration.
6. Capability of a branch office that will do the work to perform independently of the home office, or conversely, its capability to obtain necessary support from the home office.
7. Ability to furnish qualified inspectors for construction inspection.
8. Understanding of the projects' potential challenges and the sponsor's special concerns.
9. Degree of interest shown in undertaking the project and familiarity with and proximity to the geographic location of the airport.
10. Capability to incorporate and blend aesthetic and architectural concepts with the project design while accomplishing the basic requirements that transportation facilities be functional, safe, and efficient.
11. Capability to conduct a Value Engineering (VE) study for projects that are particularly complex or have unique features.

Selection Process

Qualifications will be reviewed and evaluated by a Selection Committee based on the criteria listed herein. At the discretion of the Selection Committee, consultants may or may not be invited to participate in an interview. Interviews, if conducted, may be conducted via phone, informal and/or formal in-person and a short list of consultants selected for an interview shall be notified at least seven days prior to the interview date.

All unsuccessful firms will be notified in writing no later than five days after the selection and contracting process is completed.

Submittal

All interested parties should submit three (3) copies of the Statement of Qualifications, which shall contain no more than thirty (30) pages, excluding tabs and a cover letter. Statements received after this deadline will not be considered.

Responses are to be addressed to:
 Ryan McDuffie, Purchasing Agent
 Lumpkin County Board of Commissioners
 99 Courthouse Hill, Suite D
 Dahlonega, GA 30533

The deadline for submittal is 12:00PM EDT, August 12, 2022. The Statement of Qualifications should be delivered in a sealed envelope or box clearly marked, "Airport Consulting and Engineering Services." The

Lumpkin County Board of Commissioners shall assume no responsibility for responses that are received after the deadline or submittals that are not properly addressed or identified.

All questions regarding this RFQ should be made prior to the submittal and addressed to the RFQ point of contact:

Ryan McDuffie, Purchasing Agent
Lumpkin County Board of Commissioners
99 Courthouse Hill, Suite D
Dahlonega, GA 30533

The deadline for questions is 12:00PM EDT, August 2, 2022.
Responses to questions will be provided by 5:00PM EDT, August 5, 2022.

Responding firms shall have no contact related to this solicitation with Lumpkin County Board of Commissioners elected or appointed officials, members of the Lumpkin County Board of Commissioners Selection Committee, or Airport employees during this Statement of Qualifications process. Any such contact will subject the firm to immediate disqualification for consideration for this project. Contact may only be made to the designated point of contact for this RFQ listed above. Consultants can also request an airport site visit prior to the submitting.

This is a Request for Qualifications only. In accordance with FAA selection procedures, all selections should be qualification based. No overhead rate, fees, or any cost information should be identified as part of this submission.

LUMPKIN COUNTY- WIMPY'S AIRPORT ANTICIPATED PROJECT LIST

Runway Obstruction Removal Project: projected 2023

Primary Surface Grading Phase II: projected 2023

Runway Widening, Lighting and Remarking Design: projected 2024

Runway Extension Design: projected 2024

Runway Pavement Maintenance: projected 2024

Runway Widening, Lighting and Remarking Construction: projected 2025

Runway Extension Construction: projected 2026

Terminal Building Replacement Design: projected 2027



Lumpkin County, Georgia

Finance Department

Date:	August 16, 2022																
Agenda Item:	Inmate Medical Services Statement for December 2021 – March 2022																
Item Description:	Inmate Medical Services Statement for December 2021 – March 2022. Consideration of payment for invoices received from CorrectHealth for services provided December 2021 – March 2022.																
Facts & Historical Information:	On November 18, 2020, the Board of Commissioners approved the Amendment to the Health Services Agreement with CorrectHealth, which amended the contract term to January 1, 2021 – December 31, 2021. Additionally, the terms included: “This Agreement is automatically renewable under like terms for additional terms of one (1) year, subject to negotiation of the service component and agreed-upon compensation adjustments, unless either party delivers written notice of non-renewal to the other party at least sixty (60) days prior to the expiration of the then-existing term.” Written notice of an increase was provided to Sheriff Jarrard on December 15, 2021. In February 2022, the Board considered the CorrectHealth contract renewal, which included a \$5,282.66 increase from the 2021 contract rate. The Board’s action was to bid the service. After the competitive process and subsequent negotiation was complete, the Board approved the contract with CorrectHealth for the term April 1, 2022 – March 31, 2023. Since April 1, 2022, the contracted base compensation rate has been paid. On March 15, 2022, a statement in the amount of \$62,380.60 was issued to the County for balances owed December 2021 – March 2022. The statement included the following: <table> <tr> <td>January 2022 base compensation</td><td>\$ 5,282.66</td></tr> <tr> <td>February 2022 base compensation</td><td>\$ 5,282.66</td></tr> <tr> <td>March 2022 base compensation</td><td>\$ 5,282.66</td></tr> <tr> <td>December 2021 labor variance</td><td>\$ 7,559.31</td></tr> <tr> <td>January 2022 labor variance</td><td>\$17,431.23</td></tr> <tr> <td>February 2022 labor variance</td><td>\$13,261.19</td></tr> <tr> <td>March 2022 labor variance</td><td><u>\$ 8,280.89</u></td></tr> <tr> <td>TOTAL</td><td>\$62,380.60</td></tr> </table>	January 2022 base compensation	\$ 5,282.66	February 2022 base compensation	\$ 5,282.66	March 2022 base compensation	\$ 5,282.66	December 2021 labor variance	\$ 7,559.31	January 2022 labor variance	\$17,431.23	February 2022 labor variance	\$13,261.19	March 2022 labor variance	<u>\$ 8,280.89</u>	TOTAL	\$62,380.60
January 2022 base compensation	\$ 5,282.66																
February 2022 base compensation	\$ 5,282.66																
March 2022 base compensation	\$ 5,282.66																
December 2021 labor variance	\$ 7,559.31																
January 2022 labor variance	\$17,431.23																
February 2022 labor variance	\$13,261.19																
March 2022 labor variance	<u>\$ 8,280.89</u>																
TOTAL	\$62,380.60																

In summary, CorrectHealth billed Lumpkin County for the difference in base compensation from the 2021 contract to the originally offered renewal rate received in December 2021. The bill also includes the labor variances from December 2021 – March 2022, which is the difference between the budgeted payroll costs and actual payroll costs.

Staff is requesting direction from the Board for paying the outstanding invoices.

**Potential Courses
Of Action:**

- A) Pay the outstanding invoices
- B) Pay a portion of the outstanding invoices
- C) Do not pay the outstanding invoices

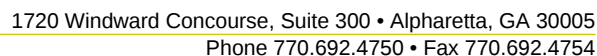
Budget Impact:

If paid, there will be an impact to the operating budget, as this is not included in the FY2022 budget.

Staff Recommendation:

Attachments:

CorrectHealth Statement1713_Lumpkin_County_Detention_Center_220315



March 15, 2022

Description	Amount
Balance owed for services Dec21 thru Mar22:	
Monthly Base for January 2022 Invoice# 15241 :	\$ 5,282.66
Invoice Amount: \$27,699.67	
Amount Paid: \$22,417.01	
Monthly Base for February 2022 Invoice# 15293:	\$ 5,282.66
Invoice Amount: \$27,699.67	
Amount Paid: \$22,417.01	
Monthly Base for March 2022 Invoice# 15351:	\$ 5,282.66
Invoice Amount: \$27,699.67	
Amount Paid: \$22,417.01	
EWC Invoice# 1645 for the month of December 2021	\$ 7,559.31
EWC Invoice# 1685 for the month of January 2022	\$ 17,431.23
EWC Invoice# 1686 for the month of February 2022	\$ 13,261.19
EWC Invoice# 1687 for the month of March 2022	\$ 8,280.89
Please remit payment to:	
<u>CorrectHealth Lumpkin, LLC</u>	
<u>1720 Windward Concourse</u>	
<u>Suite 300</u>	
<u>Alpharetta, GA30005</u>	
Balance Due	\$ 62,380.60

Please remit payment to:

CorrectHealth Lumpkin, LLC
1720 Windward Concourse
Suite 300
Alpharetta, GA30005

Balance Due	\$ 62,380.60
--------------------	---------------------

Beverly Hale

Authorized Signature

Authorized Signature



1720 Windward Concourse, Suite 300 • Alpharetta, GA 30005

Phone 770.692.4750 • Fax 770.692.4754

Invoice

15241

Bill to:

December 15, 2021

Lumpkin County Detention Center
 Attn: Captain Danny Rider
 385 E Main Street
 Dahlonega, GA 30533

Description	Amount
Monthly base rate for inmate healthcare services provided to Lumpkin County Detention Center for the month January 1, 2022 to January 31, 2022	\$ 27,699.67
Please remit payment to: <u>CorrectHealth Lumpkin, LLC</u> <u>1720 Windward Concourse</u> <u>Suite 300</u> <u>Alpharetta, GA 30005</u>	
Balance Due	\$ 27,699.67

Authorized Signature

Authorized Signature

Invoices are due at the beginning of the month covered

Fed EIN 27-3382913

Attachment: CorrectHealth Statement1713 Lumpkin County Detention Center 220315 (3487 : Inmate Medical Services Statement for December



1720 Windward Concourse, Suite 300 • Alpharetta, GA 30005

Phone 770.692.4750 • Fax 770.692.4754

Invoice

15293

Bill to:

January 15, 2022

Lumpkin County Detention Center
 Attn: Captain Danny Rider
 385 E Main Street
 Dahlonega, GA 30533

Description	Amount
Monthly base rate for inmate healthcare services provided to Lumpkin County Detention Center for the month February 1, 2022 to February 28, 2022	\$ 27,699.67
Please remit payment to: <u>CorrectHealth Lumpkin, LLC</u> <u>1720 Windward Concourse</u> <u>Suite 300</u> <u>Alpharetta, GA 30005</u>	
Balance Due	\$ 27,699.67

Authorized Signature

Authorized Signature

Invoices are due at the beginning of the month covered

Fed EIN 27-3382913

Attachment: CorrectHealth Statement1713 Lumpkin County Detention Center 220315 (3487 : Inmate Medical Services Statement for December



1720 Windward Concourse, Suite 300 • Alpharetta, GA 30005

Phone 770.692.4750 • Fax 770.692.4754

Invoice

15351

Bill to:

February 15, 2022

Lumpkin County Detention Center
 Attn: Captain Danny Rider
 385 E Main Street
 Dahlonega, GA 30533

Description	Amount
Monthly base rate for inmate healthcare services provided to Lumpkin County Detention Center for the month March 1, 2022 to March 31, 2022	\$ 27,699.67
Please remit payment to: <u>CorrectHealth Lumpkin, LLC</u> <u>1720 Windward Concourse</u> <u>Suite 300</u> <u>Alpharetta, GA 30005</u>	
Balance Due	\$ 27,699.67

Authorized Signature

Authorized Signature

Invoices are due at the beginning of the month covered

Fed EIN 27-3382913

Attachment: CorrectHealth Statement1713 Lumpkin County Detention Center 220315 (3487 : Inmate Medical Services Statement for December



1720 Windward Concourse, Suite 300 • Alpharetta, GA 30005
Phone 770.692.4750 • Fax 770.692.4754

Lumpkin County Detention Center
Attn: Captain Danny Rider
385 E Main Street
Dahlonega, GA 30533

March 15, 2022

[illegible]

Beverly Hale

Authorized Signature

Authorized Signature

Lumpkin			
12/01/2021 - 12/31/2021			
Position	Budgeted Costs	Total Payroll	Variance
Health Service Coordinator (LPN)	\$ 5,730.39	\$ 6,203.13	\$ 472.73
LCSMS	\$ 0.00	\$ 496.32	\$ 496.32
LPN	\$ 5,237.01	\$ 12,858.09	\$ 7,621.09
Medical Director (MD)	\$ 557.49	\$ 362.87	(\$194.62)
Midlevel Provider (NP / PA)	\$ 295.14	\$ 389.19	\$ 94.05
Psychiatrist	\$ 720.60	\$ 0.00	(\$720.60)
RN	\$ 783.55	\$ 0.00	(\$783.55)
RNCS	\$ 0.00	\$ 573.88	\$ 573.88
Grand Total	\$ 13,324.18	\$ 20,883.49	\$ 7,559.31

Invoice

1685

Bill to:

Lumpkin County Detention Center
Attn: Captain Danny Rider
385 E Main Street
Dahlonega, GA 30533

May 15, 2022

[illegible]

Beverly Hale

Authorized Signature

Authorized Signature

Lumpkin			
01/01/2022 - 01/31/2022			
Position	Budgeted Costs	Total Payroll	Variance
Health Service Coordinator (LPN)	\$ 5,845.01	\$ 0.00	(\$5,845.01)
LCSMS	\$ 0.00	\$ 367.78	\$ 367.78
LPCMH	\$ 0.00	\$ 133.25	\$ 133.25
LPN	\$ 5,341.74	\$ 27,890.21	\$ 22,548.47
LPNCS	\$ 0.00	\$ 1,931.27	\$ 1,931.27
Medical Director (MD)	\$ 568.63	\$ 354.24	(\$214.39)
Midlevel Provider (NP / PA)	\$ 301.03	\$ 345.12	\$ 44.08
Psychiatrist	\$ 735.01	\$ 0.00	(\$735.01)
RN	\$ 799.22	\$ 0.00	(\$799.22)
Grand Total	\$ 13,590.64	\$ 31,021.87	\$ 17,431.23



1720 Windward Concourse, Suite 300 • Alpharetta, GA 30005
Phone 770.692.4750 • Fax 770.692.4754

Lumpkin County Detention Center
Attn: Captain Danny Rider
385 E Main Street
Dahlonega, GA 30533

May 15, 2022

Description	Amount
Labor variance for the month of February 1, 2022 - February 28th 2022	
Total Payroll \$25,536.61	\$ 13,261.19
Budgeted Costs \$12,275.42	

CorrectHealth Lumpkin, LLC
1720 Windward Concourse
Suite 300
Alpharetta, GA30005

Balance Due **\$ 13,261.19**

Beverly Hale

Authorized Signature

Authorized Signature

Invoices are due at the beginning of the month covered.

Fed EIN : 27-3382913

Packet Pg. 78

Attachment: CorrectHealth Statement1713 Lumpkin County Detention Center 220315 (3487 : Inmate Medical Services Statement for December

Lumpkin			
02/01/2022 - 02/28/2022			
Position	Budgeted Costs	Total Payroll	Variance
Health Service Coordinator (LPN)	\$ 5,279.36	\$ 0.00	(\$5,279.36)
LCSMS	\$ 0.00	\$ 527.22	\$ 527.22
LPN	\$ 4,824.80	\$ 23,021.01	\$ 18,196.21
LPNCS	\$ 0.00	\$ 277.35	\$ 277.35
Medical Director (MD)	\$ 513.60	\$ 373.36	(\$140.24)
Midlevel Provider (NP / PA)	\$ 271.90	\$ 1,337.67	\$ 1,065.77
Psychiatrist	\$ 663.88	\$ 0.00	(\$663.88)
RN	\$ 721.88	\$ 0.00	(\$721.88)
Grand Total	\$ 12,275.42	\$ 25,536.61	\$ 13,261.19



1720 Windward Concourse, Suite 300 • Alpharetta, GA 30005
Phone 770.692.4750 • Fax 770.692.4754

Invoice

1687

Bill to:

Lumpkin County Detention Center
Attn: Captain Danny Rider
385 E Main Street
Dahlonega, GA 30533

May 15, 2022

Description	Amount
Labor variance for the month of March 1, 2022 - March 31, 2022	
Total Payroll \$21,871.54	\$ 8,280.89
Budgeted Cost \$13,590.64	
Please remit payment to: <u>CorrectHealth Lumpkin, LLC</u> <u>1720 Windward Concourse</u> <u>Suite 300</u> <u>Alpharetta, GA30005</u>	Balance Due \$ 8,280.89

— *Beverly Hale* —
Authorized Signature

Authorized Signature

Lumpkin			
03/01/2022 - 03/31/2022			
Position	Budgeted Costs	Total Payroll	Variance
HSA1H	\$ 0.00	\$ 3,749.06	\$ 3,749.06
Health Service Coordinator (LPN)	\$ 5,845.01	\$ 0.00	(\$5,845.01)
LCSMS	\$ 0.00	\$ 446.04	\$ 446.04
LPN	\$ 5,341.74	\$ 16,563.30	\$ 11,221.56
Medical Director (MD)	\$ 568.63	\$ 423.21	(\$145.42)
Midlevel Provider (NP / PA)	\$ 301.03	\$ 689.93	\$ 388.90
Psychiatrist	\$ 735.01	\$ 0.00	(\$735.01)
RN	\$ 799.22	\$ 0.00	(\$799.22)
Grand Total	\$ 13,590.64	\$ 21,871.54	\$ 8,280.89



Lumpkin County, Georgia

Finance Department

Date:	August 16, 2022
Agenda Item:	Amend the 2020 SPLOST 2022 Work Plan
Item Description:	Amend the 2020 SPLOST 2022 Work Plan. Request to amend the 2022 work plan for the 2020 SPLOST program.
Facts & Historical Information:	The voters of Lumpkin County approved a referendum on May 22, 2018 for the imposition of a 1% sales tax to fund various projects as outlined in the attached presentation. In the 2021 and 2022 work plans, the Board of Commissioners approved funding for the Sheriff's Office to purchase vehicles. In 2021, a PO was issued to order six Dodge Durangos. In the beginning of August 2022, the Fleet Manager was notified that the order had been canceled, and we would not receive the six Dodge Durangos. Due to the economic environment and supply chain issues, vehicles are extremely difficult to locate at a dealership and if ordered, are not guaranteed. The Fleet Manager worked to find a dealer with suitable vehicles for the Sheriff's Office and was able to secure 6 2022 Ford Explorers that will replace the Dodge Durango order previously approved by the Board. In addition to the 6 Ford Explorers, there is additional stock available for purchase. During the Fleet Manager's search, he found that the order window for 2023 Fords is forthcoming and would only be open for a 3 day period. There is no guarantee that we will take delivery of the vehicles. In addition, the 2023 Ford Explorers will cost \$9,000 more than the 2022 model. The Fleet Manager confirmed that there are enough existing UPD vehicles that meet the threshold for replacement per the Fleet Replacement Policy to buy and additional 6 vehicles. Sheriff Jarrard has requested to move forward with an additional 6 vehicles as well, understanding that the Sheriff's Office may need to skip a year of replacements to due to replacing 12 at one time as well as SPLOST funding limitations. Each vehicle will cost approximately \$52,500, including upfitting, totaling \$315,000 for 6 2022 Ford Explorers.
Potential Courses Of Action:	1. Approve the 2022 Work Plan Amendment 2. Modify the 2022 Work Plan Amendment. The Board could choose to approve only a portion of the plan. 3. Not approve the 2022 Work Plan Amendment.
Budget Impact:	Having the program adopted ensures we are able to cash flow projects and keep the SPLOST program on track. Having an approved, or even an amended plan also helps

keep us in compliance and in a favorable standing for our audit as we have a complete and accurate record of the decisions of the Board in relation to the 2020 SPLOST program.

Staff Recommendation:

Attachments:

Lumpkin County 2020 SPLOST 2022 Work Plan yr 3 proposed amendment 08.16.22

LUMPKIN COUNTY 2020 S.P.L.O.S.T.

2022 WORK PLAN
PROPOSED AMENDMENT 08.16.22

S.P.L.O.S.T.

2020 REFERENDUM STATEMENT

“Shall a special one percent sales and use tax be imposed in the special district of Lumpkin County for a period of time not to exceed Six (6) years and for the raising of an estimated amount of \$18,900,000 for the purpose of (1) funding ECONOMIC DEVELOPMENT, WATER AUTHORITY SYSTEM IMPROVEMENTS, LUMPKIN COUNTY LIBRARY, JUDICIAL ACQUISITION CONTRACT PAYMENTS, ROADS AND BRIDGES EQUIPMENT, VEHICLES, RESURFACING, IMPROVEMENTS AND SHERIFF’S DEPARTMENT EQUIPMENT AND VEHICLES for Lumpkin County, and (2) funding ROADS AND BRIDGES RESURFACING AND IMPROVEMENTS, STORM-WATER INFRASTRUCTURE AND WATER & SEWER SYSTEM IMPROVEMENTS for the City of Dahlonega?”

2020 S.P.L.O.S.T. PROJECTS

- A1 Judicial Center Acquisition Contract Payments
- A2 Economic Development
- A3 Roads & Bridges Equipment, Vehicles, Resurfacing, Improvements
- A4 Lumpkin County Library
- A5 Sheriff's Department Equipment & Vehicles
- A6 Water Authority System Improvements

- B1 City of Dahlonega:
 - Roads & Bridges Resurfacing & Improvements
 - Storm-water Infrastructure
 - Water & Sewer System Improvements

LUMPKIN COUNTY S.P.L.O.S.T.

NOT UPDATED FOR PROPOSED AMENDMENT 08.16.22

• 2020 SPLOST Referendum	\$18,900,000
• Lumpkin County Share 79%	\$14,931,000
• City of Dahlonega Share 21%	\$ 3,969,000
• Program to Date Collections	\$ 7,423,714
• Remaining Collections (estimated)	\$13,912,500
• Projected 2020 SPLOST (based on '14 program) Collections	\$21,336,214
• Lumpkin County Share	\$16,855,609
• City of Dahlonega	\$ 4,480,605

2020 S.P.L.O.S.T. EXPECTED FUNDS AVAILABLE BY PROGRAM YEAR 3 (LUMPKIN CO. SHARE)

NOT UPDATED FOR PROPOSED AMENDMENT 08.16.22

Program Yr	Corresponding YR	Funds Available	Actual/Estimated
YR1	2020	\$ 2,612,907	Actual
YR2	2021	\$ 3,666,577	Estimated
YR3	2022	\$ 2,488,500	Estimated
YR4	2023	\$ 2,488,500	Estimated
YR5	2024	\$ 2,488,500	Estimated
YR6	2025	\$ 2,488,500	Estimated
YR7	2026	\$ 622,125	Estimated
TOTAL		\$16,855,609	

2020 S.P.L.O.S.T. PROPOSED PROJECT BUDGETS

	Description	Budget as Adopted
A1	Judicial Acquisition Contract Payments	\$ 4,717,410
A2	Economic Development	\$ 2,000,000
A3	Roads & Bridges Equipment, Vehicles, Resurfacing, Improvements	\$ 1,953,590
A4	Lumpkin County Library	\$ 1,000,000
A5	Sheriff's Department Equipment and Vehicles	\$ 1,260,000
A6	Water Authority System Improvements	<u>\$ 4,000,000</u>
Total Projected 2020 SPLOST Program		\$14,731,000

2020 S.P.L.O.S.T. PRO-RATA DISTRIBUTION 19 CHECKS RECEIVED (LC SHARE)

NOT UPDATED FOR PROPOSED AMENDMENT 08.16.22

PRO-RATA DISTRIBUTION	%	TOTAL
A1 – Judicial Center Acquisition Contract Payments	31.59%	\$1,852,
A2 – Economic Development	13.40%	\$785,
A3 - Roads and Bridges Equipment, Vehicles, Resurfacing, Improvements	13.08%	\$767,
A4 – Lumpkin County Library	6.70%	\$392,
A5 - Sheriff's Department Equipment and Vehicles	8.44%	\$494,
A6 - Water Authority System Improvements	26.79%	\$1,571,

2020 S.P.L.O.S.T. PROGRAM – PROPOSED YRS – 2022 PROJECTS

<u>Proposed Projects</u>	<u>Expended PTD</u>	<u>Encumbered</u>	<u>2022 Requests</u>	<u>2022 Appro</u>
A1 – Judicial Center Acquisition Contract Payments	1,098,578	452,132		762,
A2 – Economic Development	780,000			
A3 – Roads & Bridges Equipment, Vehicles, Resurfacing, Improvements	182,829	1,573,257		
A4 – Lumpkin County Library		1,000,000		
A5 – Sheriff’s Department Equipment & Vehicles	86,418	183,582	315,000	225,
A6 – Water Authority System Improvements	<u>787,902</u>	<u>330,472</u>		<u>659,</u>
Totals	2,935,727	3,539,443	315,000	1,830,

Projected Collections by the end of 2022 (Year 3) - \$10,101,282

Total Expended, Encumbered, & Requested through 2022 (Year 3) - \$8,305,494

DISCUSSION