



LUMPKIN COUNTY

Board of Commissioners

Work Session Agenda

Commissioners Boardroom

August 3, 2021
4:00 P.M.

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

- **CALL TO ORDER** Chairman Dockery
- **PRESENTATIONS**
 1. NOA Presentation
 2. Rainbow Children's Home Presentation (*Melinda Frausto*)
 3. Pickleball Presentation (*Sally Trapnell*)
- **MINUTES**
 4. Board of Commissioners - Work Session - Jul 6, 2021 4:00 PM
 5. Board of Commissioners - Planned Unit Development (PUD) Hearing - Jul 6, 2021 4:30 PM
 6. Board of Commissioners - Special Called Meeting - Jul 6, 2021 5:00 PM
 7. Board of Commissioners - Work Session II - Jul 20, 2021 5:30 PM
 8. Board of Commissioners - Regular Meeting - Jul 20, 2021 6:00 PM
 9. Board of Commissioners - Special Called Work Session - Jul 23, 2021 2:00 PM
- **RESOLUTIONS**
 10. 2021 - 47 - August Surplus Property (*Finance Director Abby Branan*)
 11. 2021 - 50 - Appoint Member to Board of Tax Assessors - Bob Pullen to Seat 4, with a term expiring 06/30/2026
- **CONTRACTS/AGREEMENTS**
 12. 2021-045 - UGA Extension Contract - MOU – Board of Regents/UGA & Lumpkin County (*Finance Director Abby Branan*)
 13. 2021-046 - Legacy Link Local Share Commitment Letter FY2022 (*Senior Center Manager Linda Kirkpatrick*)
 14. 2021-047 - Yahoola Creek Park Lighting Project (*Special Projects Director Ashley Peck*)
 15. 2021-048 - Safety Action Plan - Off System Road Striping (*Public Works Director Larry Reiter*) **Work Session II**
 16. 2021-049 - NTIA Broadband Infrastructure Program Application (*Development Authority Director Rebecca Mincey*)
- **OTHER ITEMS**

17. Alcoholic Beverage License – Shalina Business LLC d/b/a Mart 24/7 (*County Clerk Melissa Witcher*)
18. Voting Delegate – Legislative Leadership Conference **Regular Meeting**
19. Consideration of Donation/Loan of Antique Tractor (*Jeff Underwood*)
20. GMRC Request for Assistance – GDNR Recreational Trails Program (*Development Authority Director Rebecca Mincey*)
21. Proposed LMIG FY2022 Road Resurfacing List (*Public Works Director Larry Reiter*)
22. Request use of ARP Funds – CHP Water Service (*W&S Authority Director Sean Phipps*)
23. Request use of ARP Funds – Water Infrastructure Projects (*W&S Authority Director Sean Phipps*)
24. Set Date for ARP Funds Meeting

- **COUNTY MANAGER**
- **COUNTY ATTORNEY**
- **COMMISSIONERS**
- **PUBLIC COMMENT (Agenda Specific)**
- **EXECUTIVE SESSION - Land Acquisition**
- **ADJOURNMENT**



Lumpkin County, Georgia

Board of Commissioners Department

Date: August 3, 2021

Agenda Item: NOA Presentation

Item Description: NOA Presentation

Attachments:
NOA presentation

NO1A

No One Alone

**A Voice for
Victims of Domestic Violence**

The history behind NOA

In 1986, the 24/7 crisis hotline was established by a group of concerned citizens:

Hence the phone number: 706-864-1986

In 1992 the NOA shelter opened its doors as a 501 c3 non profit and was licensed as a 10 bed shelter with max capacity of 12 clients

NOA has expanded its program over the years to include not only emergency shelter but a broad range of support services

The program serves residents of Dawson and Lumpkin Counties

The NOA Shelter

A Place to Heal



NOA Services:

- Crisis intervention
- Emergency Shelter
- Counseling & Support Groups
- Life Skills
- Parenting Education Classes
- Legal Advocacy
- Case Management
- Financial Assistance
- School Violence Prevention Program
- Thrift Store Outreach Component

All Services are Free & Confidential

In 2020:

1.a

- NOA served 1,219 men, women and children for a total of 3,423 bed-nights
- We sheltered 75 victims fleeing domestic violence
- Responded to 3,400 crisis calls
- Assisted with 142 Temporary Protective Orders
- Provided 720 counseling sessions
- Assisted with over \$141,000 in emergency financial assistance
- Presented to 744 students in local school systems about DV

*“Sometimes
all it takes
for success
is knowing
you are
not alone”*



Community Partnerships in Dawson & Lumpkin Counties

- Sheriff's Office
- Department of Family and Children Services
- Community Helping Place
- Ric Rack
- AVITA Mental Health
- Health Department
- School System
- Family Connection
- Local Government
- University of North Georgia
- Local Hospitals
- Enotah & Northeastern Judicial Circuits

Philosophy:

*NOA is guided by
principles of honesty, integrity
and respect for others while
empowering victims to take control
of their lives!*



No One Alone



100% of the store proceeds benefit victims of family violence



20 Memorial Drive – Dahlonge

Open Monday-Saturday

Across from Wells Fargo Bank

Donations and Volunteers are Always Needed!



Lumpkin County, Georgia

Board of Commissioners Department

Date: August 3, 2021

Agenda Item: Rainbow Children's Home Presentation

Item Description: Rainbow Children's Home Presentation

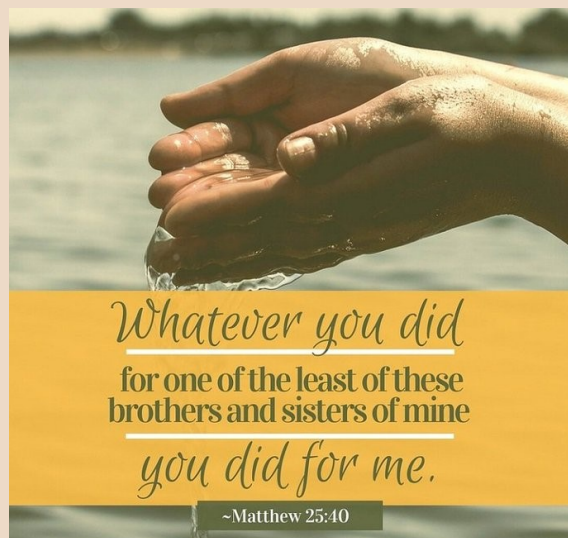
Attachments:
Rainbow Children's Home Handout
Rainbow Children's Home



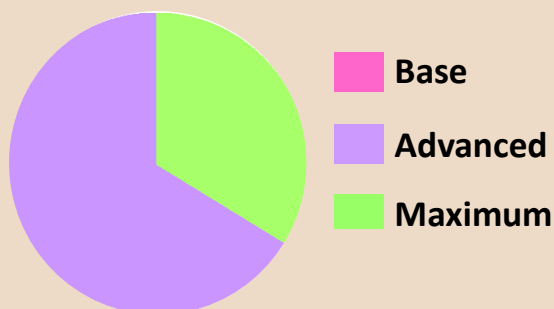
20 YEARS!



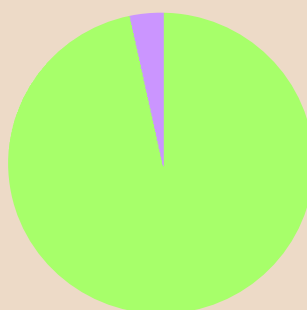
of providing Hope, Security, and Opportunity to
children in need!



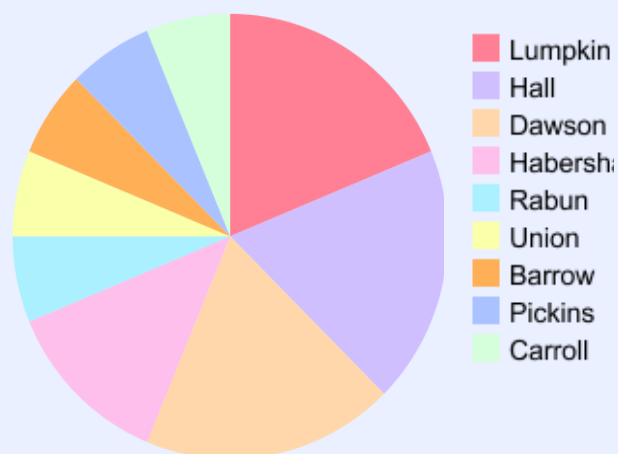
2019



2020



2020 COUNTIES SERVED



Rainbow Children's Home continues to
prioritize placement for children from
Lumpkin County.

While the mission to provide hope, security and opportunity to abused teen girls remains the same, the programs and services at Rainbow Children's Home is ever adapting to meet the needs of our community.



ANNUAL REPORT | 2020



OUR MISSION

Rainbow Children's Home exists to provide hope, security and opportunity to girls between the ages of 12 and 18 who are victims of abuse and/or neglect.

Letter from the Director

Dear Friends:

Most people have heard the phrase “Hindsight is 2020”. Yet no one could have imagined what the year 2020 would bring or the life lessons that we would learn.

In early spring, just like the rest of the world, we experienced a sudden sense of fear and uncertainty. Seemingly overnight, we were separated from loved ones, learning new ways to communicate, home schooling and getting a crash course in germs. But one thing was certain, we had to adapt because we had girls who needed us more than ever. I am proud that through it all, Rainbow Children's Home continued providing services to our residents while ensuring the health and safety of all. I was so thankful for the leadership of our board of directors and the dedication of our staff. Of course, it wasn't always easy, but we became stronger through it all. **Here's a glimpse into all that 2020 brought our way:**

In the late summer, we faced the realization that we could not have our annual Lobster Boil Dinner, but our board of directors quickly developed a creative “Save the Lobster 2020” campaign that raised more than \$18,000!

In October, our home celebrated our 20th anniversary of providing a safe place for children in need. It touches my heart each time I look at the list of 782 names—each name representing a child whose life was positively impacted by Rainbow Children's Home over these past 20 years. This is great cause for celebration!

Then as the holidays came around, our girls were amazed, humbled and blessed by your continued generosity – sending meals, gifts, cards and prayers. The holiday season is always met with mixed emotions by our residents who wish to be with family and friends, and this year was no exception, but it was made a little easier because of you.

We enter our 21st year with great expectations. We anticipate new challenges, added friends and supporters, increased opportunities to serve teen girls and their families, and so much more! I truly believe we can continue to improve and grow this year. Given our current challenges, your contributions and involvement are needed now more than ever. Please do not hesitate to contact us at **(706) 864-5110** or **Melinda@RainbowChildrensHome.org** to find out how you can donate and get involved this year!

I am incredibly grateful to lead this organization that is so near to my heart. With your support, we will continue to serve the children and families of Lumpkin County and North Georgia for many years to come.

Melinda Frausto
Executive Director



SPOTLIGHTS



DONOR SPOTLIGHT

Ms. Rose Clary

Dr. John Raber introduced me to Rainbow Children's Home when it was just starting. He came in to the furniture store that I owned on the Dahlen square and asked if I would be willing to serve on the Board. I was glad to serve on the first Board at Rainbow Children's Home and as a donor. This is an important place because we as citizens have no idea what goes on in homes sometimes and the children that are in need there. Rainbow Children's Home brings in children who may not have had the loving parental figures they needed, and Rainbow Children's Home shows them love. The staff at Rainbow Children's Home sets up examples for the girls and teaches them to "Love your neighbor as yourself."

We have such a treasure in Rainbow Children's Home. Children need this place. But it must be a team project. Everyone should know that these children are important. These girls are the future.

PARTNER SPOTLIGHT

Achasta Ladies Club

The mission of the Achasta Ladies Club states that "[It] is an organization of Achasta women whose mission is to promote a strong sense of community through social interaction, charitable, and educational functions. Our purpose is to extend ourselves as neighbors and to foster a sense of community that cares for one another." The Achasta Ladies Club became involved with Rainbow Children's Home almost 18 years ago because we believed that the Ladies Club and Rainbow Children's Home missions intersected perfectly. We knew that if Rainbow Children's Home could provide the safe haven and security to help educate its young women, then perhaps, through our support, we could help them have a better future. We started numerous initiatives that would help us achieve that goal. The Angel Tree program provides Christmas gifts for residents and staff, and once a week for the last 5+ years, we have provided a home-cooked meal to the young women there. We also helped begin and promote the annual Lobster Dinner, which helps fund continued programming for Rainbow residents. We wanted to make sure that Rainbow Children's Home is able to remain a place where girls can be educated and have love and support. In addition to our "Dollars for Scholars" program, which provides funding for a scholarship to Lanier Technical College for any graduating Lumpkin County student, Achasta Ladies Club sees Rainbow Children's Home as a way of providing for the future. Being involved in this way makes us believe we are doing what we have been called to do.

2020 DONORS

United Way of Hall County
 Kenneth M. Williams
 Kirby Smart Family Foundation Inc
 Dan and Elaine McSwain
 Refrigiwear
 Catholic Foundation of North GA Inc.
 Michael and Patsy Ferguson
 Chestatee Ford
 Amicalola EMC
 Mt. Gilead Baptist Church
 St. Elizabeth's Episcopal Church
 My Vintage Gypsy
 Terry and Wanda Stephens
 Troy and Donna Caldwell
 Rose F. Clary
 Dahlonega United Methodist Church
 Dahlonega Baptist Church
 St Peter Lutheran Church
 E Paul Stringer
 Joyce Ann Lewis
 Achasta Ladies Club
 Yahoola Baptist Church
 Williamson Bros. Realty & Auction Co.
 Rotary Int'l Club of Dahlonega
 Paul and Candice Habel
 Ralph and Carole Prescott
 Herb and Christine Laws
 Becky and John Upchurch
 Manuel B. Carvalho
 Gary and Christine Greenwald
 Gail W. Dowsett
 Harold and Martha King
 United Community Bank
 Wayne Seabolt
 Goshen Baptist Church
 Ronald and Elaine Coker

Kenneth W. Feltman
 Randy and Holly Chitwood
 Rebecca Forehand
 Charles and Carolyn Pendleton
 Roger & Shirley Christman
 Charlene Ryan
 Raines Grading, Hauling & Paving LLC
 S & R L Grove
 Charles and Susanne Neil
 D. C. Maxwell
 Bill and Margaret Poitevint
 Thomas and Martha Roberts
 Daniel and Robin Parr
 David and Joanne Luke III
 John A. Bowling
 Deborah S Simmons
 Gary B. Hulsey
 Vivien M. Morse
 Deborah Seabolt
 Don and Loraine Trice
 Donald & Priscilla Taylor
 Robert and Anita Dooley
 Ella English
 Ellen Barlament
 Bruce & Mary Edenfield
 Charles and Suzanne Crossan
 Linda Vaughan
 William and Joan McGraw
 Wendell and Nancy Christian
 Fred and Helen Ridsdale
 John and Emalyn Klaitz
 David and Pamela Kleweno
 G E and JoAnne Brink
 Trahlyta Chapter NSDAR
 Kenneth and Cynthia Blank
 Walter Breyer

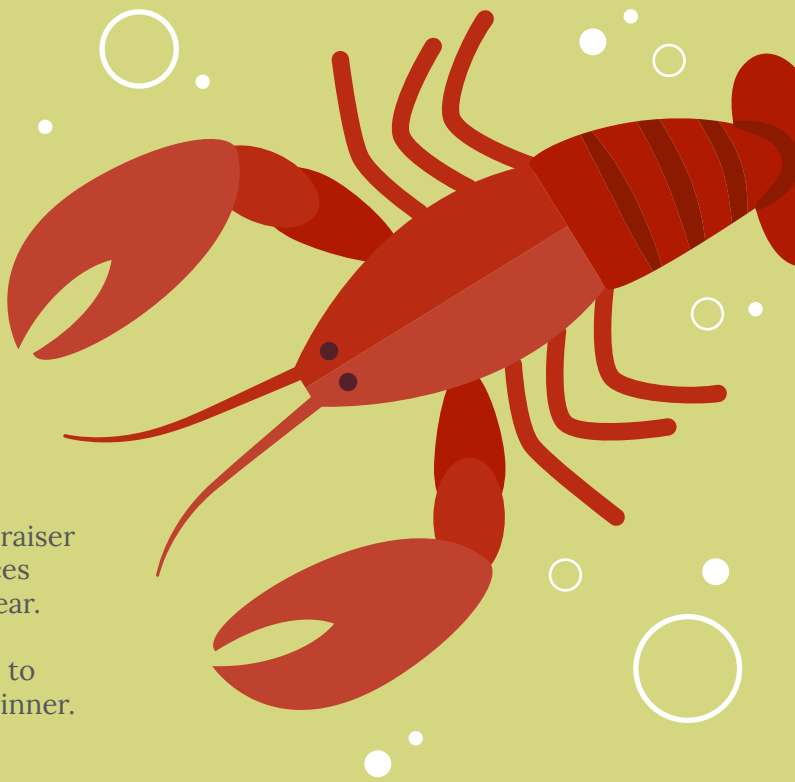
Dahlonge Pharmacy
 Your Pie Dahlonge
 Henry and Kathy Davis
 Gail Dowsett
 Dewey Moyer
 Jackson EMC
 Challengers SS Class- Dahlonge
 Baptist
 Donna Chambers
 Debra Gaddis
 Donna Creason
 Charity Williams
 Elijah Merrett
 Robin Sanderson
 Karen Ball
 Corby and Denise Ledford
 Ronald Swanson

Chris Ross
 Jared Fraley
 Pink Alley Boutique
 Doug and Cindy Shankweiler
 J. C. Strickland
 David and Sue Miller
 McDonalds
 Zaxbys
 Dr. J. M. Clagett
 Sally Hopkins
 Mount Sinai Wellness Center
 GA Mtn Unitarian Universalist Church
 LCHS HOSA Club
 Achasta Community Residents
 Gamma Sigma Sigma, UNG
 Ken and Carroll Williams

ANNUAL LOBSTER DINNER

*information
coming soon!*

Each Fall, our Lobster Dinner fundraiser
 helps provide programs and services
 for our residents for the coming year.
 Please be on the lookout for more
 information coming soon and plan to
 participate in this year's Lobster Dinner.



Get to know the Executive Board Members



CHAIR

Dewey Moye

I retired from the Lumpkin County School System after thirty-five years, where I served in various roles, including assistant principal, principal and superintendent. I truly believe in the Rainbow Children's Home and its mission and am currently serving as chairman of the Rainbow board. I am still serving as a consultant for the Georgia Accrediting Commission. Helping children is my passion.



VICE-CHAIR

Stan Lewis

After earning a pharmacy degree and a MBA at UNC-Chapel Hill, I worked for 14 years in retail pharmacy and 36 years in the petrochemical industry. As a local pharmacist, I had the chance to fill prescriptions for the girls at Rainbow Children's Home. I got to meet their caregivers and became very interested in this most worthy endeavor. I attended annual fundraising events and then was thrilled to be asked to join the board. Dahlonega is a very generous community and is proud to be home to Rainbow Children's Home.



SECRETARY

Gail Dowsett

After moving to Georgia in 2011 and joining Dahlonega United Methodist Church, I immediately volunteered for the Wellington Ministry - an impoverished neighborhood with lots of vulnerable families. I grew close to one family and one young pre-teen and her younger brother. They were bullied and maligned in school, due to the clothes they wore and pure lack of attention to just basic needs, and I learned a lot. I just want to give children and young adults hope for a future, and being involved in Rainbow Children's Home helps me do that.



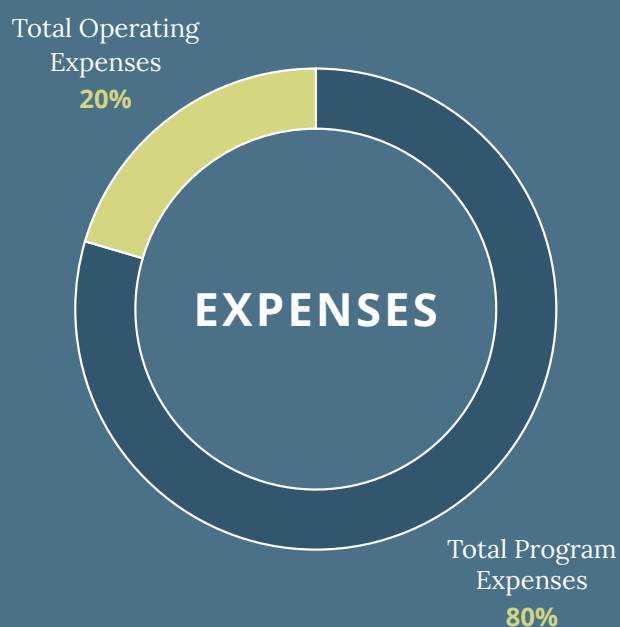
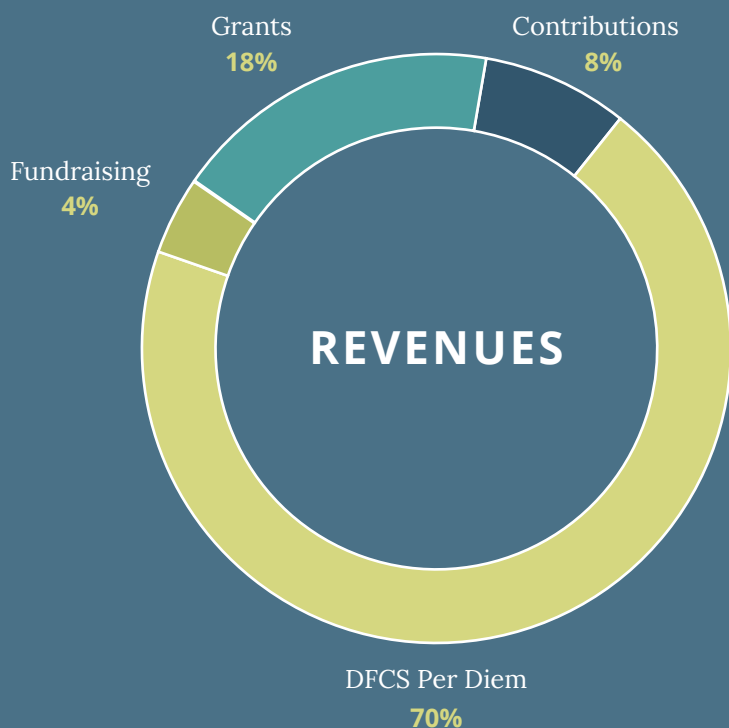
TREASURER

Henry Davis

I have been a member of the Rainbow House board for the last 5 years and had served previously. My wife Kathy and I, both from Virginia, have resided in Dahlonega since 1981, and we have two sons and two granddaughters. I hold an engineering degree from Virginia Tech and an MBA from Brenau University. I am currently the Operations Manager at Satellite Industries in Dahlonega. I serve on the Lumpkin County Economic Development Authority, Jeremiah's Place and Dahlonega Sunshine Rotary Club boards.

FINANCIALS

REVENUES AND EXPENSES For the 12 Months Ending December 31, 2020



OUR PROGRAM

Rainbow Children's Home meets the needs of our residents through the following areas:





247 East Main Street
Dahlonega, GA 30533

2.b

Non Profit Org
US Postage
PAID
Gainesville, GA
Permit #82



CONTACT US

If you'd like to support Rainbow Children's Home or learn more about us, please call **(706) 864-5110** or email **Melinda@RainbowChildrensHome.org** to find out more.

Packet Pg. 22

Attachment: Rainbow Children's Home (3176 : Rainbow Children's Home Presentation)



Lumpkin County, Georgia

Board of Commissioners Department

Date: August 3, 2021

Agenda Item: Pickleball Presentation

Item Description: Pickleball Presentation

Attachments:
Pickleball Courts



- Presented by Sally Trapnell, USA Pickleball Ambassador to the
 - Georgia North District
 - July 19, 2021
- Purpose of today's presentation is to give Lumpkin County Commissioners an understanding of pickleball; it's history and future in Lumpkin County
- To request Lumpkin County to budget the building of a minimum of 6 pickleball courts

Pickleball Facts

- Pickleball is a combination of tennis, badminton, and ping pong.
- The game was developed in 1965 and spread quickly across the country.
- 3.46 million players are in the United states with an annual growth of 23% over 3 years
- The average age of players is 43.5 years old
- <https://www.youtube.com/watch?v=kqLRRNOpe8U>

The current average purse for national tournaments is approximately \$70,000.

Yahoola Creek Pickleball History

- Yahoola Creek Pickleball began February 2016 as a group of players who played in White County but wanted to be closer to home. They donated the nets and taped the court.
- We have scheduled play at Lumpkin County Parks and Recreation. They are Tuesday and Friday 11 a.m. to 2 p.m., Thursday 5 p.m. to 8 p.m., and Sunday 4 p.m. to 8 p.m.
- We have 30 players Sunday night with 12 playing at a time

Over 200 people have been taught to play pickleball since 2016.

- Many individual groups play at the UNG tennis complex independently of scheduled play. We have a TeamReach app where people who want to play contact each other to set up a game.
- Local tournaments have been held totaling over \$3,000 donated to the Parks and Recreation Scholarship Fund. \$800 was raised for Sheriff Jarrard's Relay for Life fund raiser.
- Yahoola Creek Pickleball offers free beginners lessons, skill clinics, and monthly socials.



In the
community
we have...

- Worked with the Summit School
 - As an incentive for good behavior and completing work, the students came to parks and recreation on Wednesday and played pickleball with instruction.
- Began a Heroes Pickleball group
 - Worked with 8 special needs children/adults, teaching them pickleball and playing for a 6-week session. Their ages ranged from 7 to 44. This will begin again in September and continue during the off-baseball season with more students participating.
- Prior to covid-19, we had a student program after school.

Accolades

- Georgia Parks and Recreation recognizes pickleball as an athletic sport and it is on the same strata as any other sport. An annual state tournament is held. Those who win at the district level advance to state.
- In 2019, 7 teams brought home Gold medals (10 players) and 3 teams (4 players) brought home silver from the Georgia Parks and Recreation tournament.
- No teams from Lumpkin County attended GRPA in 2020 due to covid-19.
- Individual members have entered and won several tournaments, bringing home Gold, Silver, and Bronze medals.

What Pickleball brings to Lumpkin County Residents

- Healthy lifestyle
- A social lifestyle rather than living an isolated life
- Pickleball players visit courts around the state, and with a beautiful setting, Lumpkin County would receive many visitors who would dine and shop locally, along with staying in hotels.
- Tournaments bring revenue to local area restaurants and hotels.
- Sports Tourism is large across the country.
- Visitors look for courts when they plan their vacations.
- Attached at the back of your handout is a study created by Georgia Department of Economic Development evaluating the economic impact to Towns County who has 18 courts.
- Spalding County has had 24 tournaments since 2017 with a total of 5,000 players and economic impact of \$2.4 million.

Future Use of 6 courts

- More people can play at any given time
- Lessons, clinics and leagues can be held, adding to local revenue by bringing people out to eat
- Socials will be held creating community within the residents of Lumpkin County
- Tournaments can be held to benefit local non-profits
- Many people look for pickleball courts as a determinate to their vacation destination
- Saturday clinic to begin a junior pickleball program
- Begin a disabled veterans pickleball group

Cost of Pickleball Courts

The cost of 6 pickleball courts is approximately \$85,000. This is from “fine grading to completion”.

The cost of lighting the courts with 12 fixtures is approximately \$35,000 - \$40,000.

Gilmer County used county employees and built 4 courts.

I have information from a variety of resources to create “State of Art” courts.

The courts could be monetized to generate revenue by using a keypad/code.

Yahoola Creek Pickleball wants to create a partnership with the county.

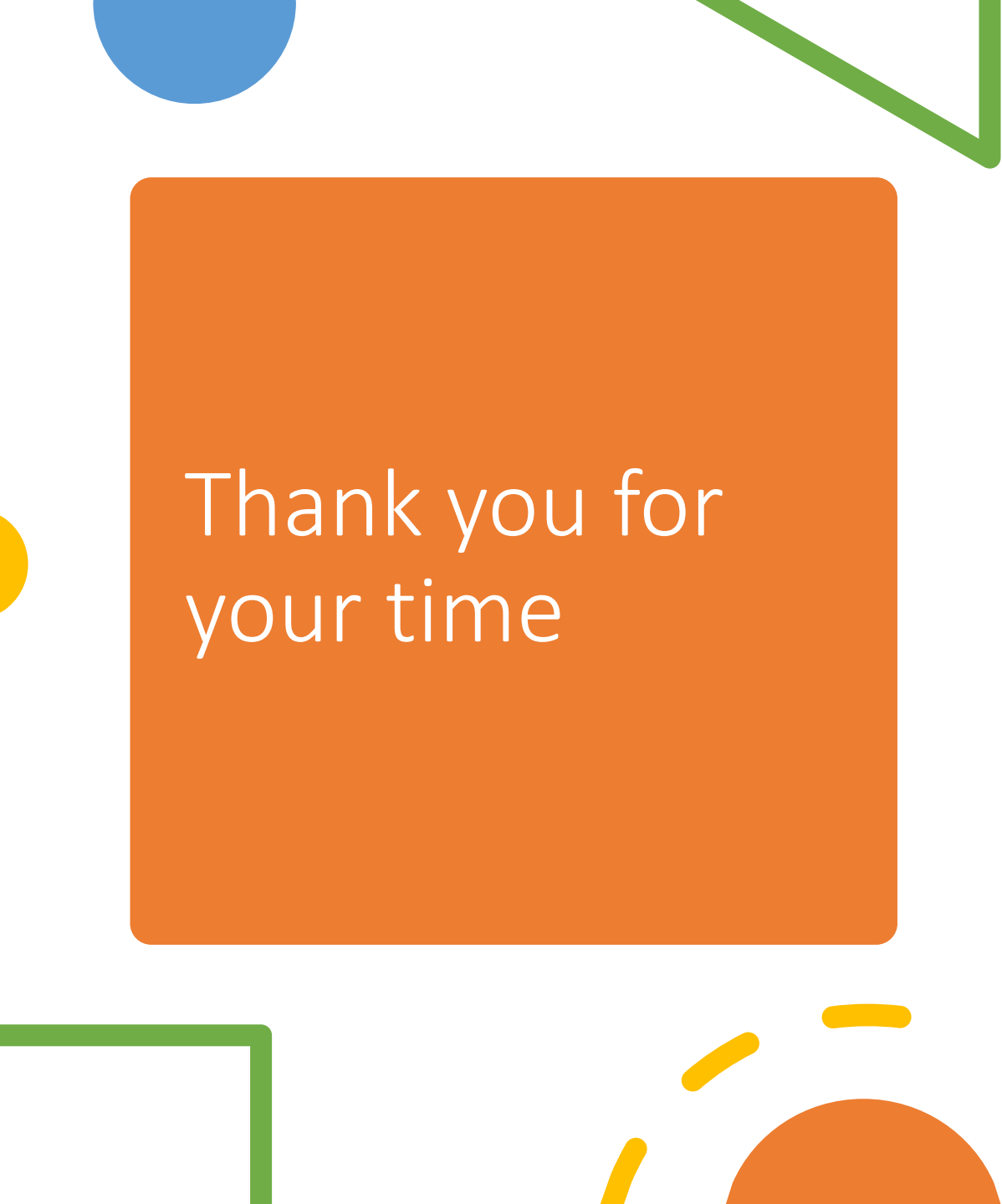
Court Design

- Exterior fencing
- Interior fencing
- Leaf flaps
- Oriented North/South
- Multiple gates
- Seating area
- Electrical outlets
- Purple court with grey No Volley Zone



Periodic MAINTENANCE

- Net replacement approximately every 3 years
- Court repainting/resurfacing approximately every 5 years
- Wind screens



Thank you for
your time

- If you have any questions, please contact

Nick Yasui

Deede Formica

Sally Trapnell

LUMPKIN COUNTY
Board of Commissioners
Work Session Minutes
Commissioners Boardroom



July 6, 2021
 4:00 P.M.

CALL TO ORDER

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

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

PRESENTATIONS

1. Holly Theatre Presentation

Holly Theatre Presentation

2. ACCG Insurance Program Presentation

ACCG Insurance Program Presentation

MINUTES

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

RESOLUTIONS

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

Consideration of Creation of a Fleet Replacement Policy

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

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

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

9. 2021 - 42 - Appoint/Reappoint Members to Planning Commission

Appoint/Reappoint Members to Planning Commission - -- to Seat 1, of an unexpired term ending 8/27/2023, William Gilstrap to Seat 6 and -- to Seat 7, both with terms expiring 8/27/21.

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

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

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

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

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

DISCUSS REVISIONS TO CHAPTER 12, BUSINESS REGULATIONS AND LICENSING

CONTRACTS/AGREEMENTS

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

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

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

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

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

Mutual Termination of CHP Lease Agreement on Rock House Road

OTHER ITEMS

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

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

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

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

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

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

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

Grand Jury Recommendation to Increase Juror Pay

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

Determine method for disposal of wire bins.

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

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

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

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

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

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

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

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

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

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

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

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

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

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

The meeting was adjourned at 4:44 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Jul 6, 2021 4:00 PM (MINUTES)

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



July 6, 2021
 4:30 P.M.

Call to Order

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

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

Approve Agenda

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

PUD Presentation

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

PUD Hearing Rules

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

Proposed PUD Request

Northeast Georgia Health Systems Planned Unit Development Application

Northeast Georgia Health Systems Planned Unit Development Application

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

Public Comment in Support of the PUD

Public Comment Opposed to the PUD

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

Rebuttal

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

Commissioner Comments

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

Adjournment

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

The meeting ended at 5:45 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

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

LUMPKIN COUNTY
Board of Commissioners
Special Called Meeting Minutes
Commissioners Boardroom



July 6, 2021
 5:00 P.M.

Call to Order

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

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

Consideration of Agenda

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

Consideration of Little Mountain Rd Bridge Replacement Contract

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

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

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

Adjournment

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

The meeting ended at 6:05 pm.

 Date

 Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

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

LUMPKIN COUNTY
Board of Commissioners
Work Session II Minutes
Commissioners Boardroom



July 20, 2021
 5:30 P.M.

CALL TO ORDER

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

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

PRESENTATIONS

1. ACCG Insurance Program Presentation

ACCG Insurance Program Presentation

CONSIDERATION OF MINUTES

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

RESOLUTIONS

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

Consideration of Creation of a Fleet Replacement Policy

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

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

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

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

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

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

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

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

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

DISCUSS REVISIONS TO CHAPTER 12, BUSINESS REGULATIONS AND LICENSING

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

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

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

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

CONTRACTS/AGREEMENTS

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

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

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

Mutual Termination of CHP Lease Agreement on Rock House Road

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

OTHER ITEMS

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

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

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

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

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

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

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

Grand Jury Recommendation to Increase Juror Pay

Commissioner Mayfield said he was in favor of the increase.

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

Determine method for disposal of wire bins.

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

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

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

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

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

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

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

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

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

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

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

Decision on Northeast Georgia Health Systems Planned Unit Development Application

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

The meeting was adjourned at 6:00 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

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

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Minutes
Commissioners Boardroom



July 20, 2021
 6:00 P.M.

CALL TO ORDER

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

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

INVOCATION - Pastor Gabe Dodd, The Branch Church

CONSIDERATION OF AGENDA

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

PUBLIC COMMENTS (Agenda Specific)

PRESENTATIONS

1. ACCG Insurance Program Presentation

ACCG Insurance Program Presentation

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

CONSIDERATION OF MINUTES

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

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

RESOLUTIONS

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

Consideration of Creation of a Fleet Replacement Policy

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

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

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

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

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

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

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

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

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

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

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

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

DISCUSS REVISIONS TO CHAPTER 12, BUSINESS REGULATIONS AND LICENSING

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

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

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

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

REPORTS

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

Elected Officials

CONTRACTS/AGREEMENTS

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

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

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

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

Mutual Termination of CHP Lease Agreement on Rock House Road

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

OTHER ITEMS

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

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

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

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

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

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

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

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

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

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

Grand Jury Recommendation to Increase Juror Pay

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

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

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

Determine method for disposal of wire bins.

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

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

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

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

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

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

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

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

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

Decision on Northeast Georgia Health Systems Planned Unit Development Application

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

22. Set Date for Budget Meeting

Set Date for Budget Meeting

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

COUNTY MANAGER

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

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

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

COUNTY ATTORNEY

COMMISSIONERS

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

PUBLIC COMMENTS

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

EXECUTIVE SESSION - Litigation & Personnel

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

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

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

ADJOURNMENT

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

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

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

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



July 23, 2021
 2:00 P.M.

Call to Order

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

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

OTHER ITEMS

Discuss 2022 Budget

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

ADJOURNMENT

 Date

 Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Jul 23, 2021 2:00 PM (MINUTES)



Lumpkin County, Georgia

Finance Department

Date: August 3, 2021

Agenda Item: August Surplus Property

Item Description: Consideration of list of County inventory items to be declared surplus.

Facts & Historical Information: The item(s) on the attached sheet are no longer used or needed by County departments and need to be declared surplus to legally be removed from the County's asset listing and disposed of via sale or disposal at the Transfer Station. Historically, items have been sold via GovDeals, an online auction site. Each County Department or Constitutional Officer has the opportunity to review the items to see if their respective department/office has use of any item prior to placement on the surplus list and subsequent presentation to the Board of Commissioners.

Potential Courses of Action:

- A) Approve surplus list items for sale. Any unsold items will be disposed of in accordance with O.C.G.A.
- B) Keep the items in County inventory.

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

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

LUMPKIN COUNTY RESOLUTION NO. 2021 –47

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

Whereas, the Lumpkin County Board of Commissioners has determined that certain items of personal property, being more particularly set out and identified on the Surplus Request List Dated 07/26/21 attached hereto as Exhibit “A”, which is incorporated herein by reference and made a part hereof, are no longer used or needed for County purposes;

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

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

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

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

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

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

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:
Surplus List

Exhibit "A"

SURPLUS REQUEST LIST DATED 07/26/21

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

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



Lumpkin County, Georgia

Board of Commissioners Department

Date: August 3, 2021

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

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

LUMPKIN COUNTY RESOLUTION NO. 2021-50

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

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

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

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

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

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Finance Department

Date:	August 3, 2021
Agenda Item:	UGA Extension Contract - MOU – Board of Regents/UGA & Lumpkin County
Item Description:	MOU renewal with updated budget.
Facts & Historical Information:	Lumpkin County's extension service program began in the early 1920s with a home economist being retained by the Road and Revenue Commissioners. The first extension agent, Glad Owens, was named to the position for Lumpkin County in 1929. Through the years, the county has approved several MOUs relating to the program. In 2020, the Board of Commissioners approved the latest version, with extension employees being paid 100% by UGA and billing Lumpkin County for the County's portion of payroll/benefit expenses. The salary/benefit budget for Lumpkin County's portion from July 1, 2020 – June 30, 2021 was \$50,833. The budget provided by the University of Georgia proposes a salary/benefit budget of \$52,643. This includes a slight increase (\$412) in one employee's salary and FICA/Med calculations and accounts for the TRS contribution increase.
Potential Courses Of Action:	1. Approve the contract renewal. 2. Choose to not approve the contract renewal.
Comparison of Courses of Action:	1. COA 1 keeps this long-standing program in our community. 2. COA 2 would take vital community programs out of our county and schools. The extension program is heavily relied upon by the agri-businesses in our county.
Contract Term:	July 1, 2021 – June 30, 2022
Budget Impact:	Compensation and costs for the operation are included in the annual operating budget.
Staff Recommendation:	Staff's recommendation is to approve the contract renewal.

Attachments:

Lumpkin County Extension Contract

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

To: Bobby Smith, Northeast District Director

From: Lumpkin County Board of Commissioners

Renewal of Lumpkin County BOC Contract

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

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

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

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

Bill to:

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

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

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



Lumpkin County, Georgia

Senior Center Department

Date:	August 3, 2021
Agenda Item:	Legacy Link Local Share Commitment Letter FY2022
Item Description:	Local Share Match and Commitment Letter for the state fiscal year 2022 (July 1, 2021 – June 30, 2022) Each year the Lumpkin County Board of Commissioners is requested to submit an approved Local Share Match Commitment Letter and to pay its local share match. This year the match is \$12,450.00.
Facts & Historical Information:	Legacy Link administers federal and state monies from the Georgia Division of Aging Services for the Lumpkin County Senior Center Nutrition Program to include center management, congregate meals, home-delivered meals and transportation. Legacy Link administers federal and state funds for senior centers to 12 of 13 counties in the region. In addition to the funds provided to senior centers, Legacy Link provides the following additional services to all 13 counties in the region (including Lumpkin County): • Information, telephone screening and counseling through its Gateway Office for various services for families seeking assistance for seniors and persons with disabilities. • Long-term care Ombudsman staff visit all personal care and nursing homes in the area. • Georgia Cares staff and volunteers provide counseling and assist with Medicare, other insurance, fraud and scam issues. • Legacy Link subcontracts with agencies for Elderly Legal Services and homemaker and personal care services to benefit frail older individuals in the area and help them remain in their homes and avoid premature nursing home placement. • RN's and social workers provide assessments and care management for non-Medicaid and Medicaid-funded health programs to help older adults with chronic health conditions remain in their own homes and communities and avoid premature nursing home placement. • Kinship Care Program – Support for Grandparents raising grandchildren.

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

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

**Potential Courses
Of Action:**

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

Comparison:

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

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

Budget Impact:

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

Staff Recommendation:

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

Attachments:

Legacy Link



June 30, 2021

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

Dear Chairman Dockery,

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,



Melissa Armstrong, MSW
CEO/ AAA Director

Enclosure

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



LOCAL SHARE COMMITMENT LETTER

FY-2022

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

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

APPROVED: _____

Lumpkin County Commission Chairman

DATE: _____

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

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



Lumpkin County, Georgia

Special Projects Department

Date: August 3, 2021

Agenda Item: Yahoola Creek Park Lighting Project

Item Description: Yahoola Creek Park Lighting Project

Facts & Historical Information:

Street Lighting for Yahoola Creek Park was approved by the Board of Commissioners for a project to be funded with General Fund savings from the CARES Act. Lighting is needed in the park to extend use and increase safety. The project was put out for bid with only 1 company submitting a bid. This bid came in at \$476,715.90.

Georgia Power contacted us concerning this project and sent us a proposal for installing and maintaining the lighting in Yahoola Creek Park. Georgia Power is a member of a cooperative agreement and approved by the State of Georgia. Georgia Power's proposal includes the installation and maintenance for the lighting. The type of lighting to be installed can be seen in the attached documentation. A photometric of the lighting is also attached for review.

Georgia Power has provided two options. One option is to pay a one-time upfront cost of \$159,000.00 and a monthly fee of \$2,203.86. The second option is to pay no upfront cost and pay a monthly cost of \$4,485.00.

Potential Courses Of Action:

- A. Approve the proposal from Georgia Power for the one-time upfront cost of \$159,000.00 and a monthly fee of \$2,203.86.
- B. Approve the proposal from Georgia Power for the no upfront cost and pay a monthly fee of \$4,485.00
- C. Do not approve the proposal from Georgia Power.

Budget Impact:

The money for the project has already been allocated so any upfront cost would be covered. The monthly fee would need to be included in the 2022 budget.

Staff Recommendation:

- A. Approve the proposal from Georgia Power for the one-time upfront cost of \$159,000.00 and a monthly fee of \$2,203.86. This option is a greater cost initially, but will be the cheaper option long term.

Attachments:

Yahoola Creek Park Proposal - 7-28-21

Photometric

Illumination Contract - upfront - 7-28-21

Illumination Contract - no upfront - 7-28-21

426 Spring St.
Gainesville, GA 30501



July 28, 2021

Ryan McDuffie
Lumpkin County BOC
Dahlonega, GA 30533

Thank you for the opportunity for Georgia Power Company to provide a site lighting proposal.

Georgia Power Company proposes the following:

- Install (69) 250-watt LED Bronze Area Fixtures
- Install (65) 30' mounting height bronze aluminum poles
- Install approximately (10,500') of trenched and bored in underground conductor
- Lights will be controlled by a dusk to dawn photocell.



Below are the options on the monthly lease regarding an upfront cost.

<u>Upfront costs</u>	<u>Monthly Cost</u>
0	\$4,485.00
\$159,000.00	\$2,203.86

All options include Georgia Power Company's Maintenance Policy and all electricity used by the lights.

Please inform me of your decision and I will prepare the appropriate paperwork. This proposal is valid for (30) days from the above date.

Sincerely,

Ben Jones

404-764-9823 (cell)

Attachment: Yahoola Creek Park Proposal - 7-28-21 (2021-047 : Yahoola Creek Park Lighting Project)



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Engineering Software
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illumination engineering software
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Sample Banner
copyright 2016
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Revisions			
#	Date	Comments	

Drawn By:		Checked By:	
		Date: 7/23/2021	
		Scale: 1"=100'	

Yahoola Park
Dahlonega, Ga

SC21069-1g

Luminaire Schedule								
Symbol	Qty	Label	Arrangement	LLF	Description	Lum. Watts	Lum. Lumens	[MANUFAC]
	61	A	SINGLE	0.912	ARCH-L-PA3-250-740-U-T3	251	33557	COOPER LIGHTING SOLUTIONS - STREETWORKS (FORMERLY EATON)
	4	A2	BACK-BACK	0.912	ARCH-L-PA3-250-740-U-T3	251	33557	COOPER LIGHTING SOLUTIONS - STREETWORKS (FORMERLY EATON)

ALL LUMINAIRES MOUNTED AT 30' AFG

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts_1	illuminance	Fc	2.21	7.4	0.3	7.37	24.67
CalcPts_2	illuminance	Fc	3.41	4.3	1.5	2.27	2.87
CalcPts_3	illuminance	Fc	0.22	1.0	0.1	2.20	10.00
CalcPts_4	illuminance	Fc	1.17	4.3	0.0	N.A.	N.A.

Lighting Services Agreement



Customer Legal Name LUMPKIN COUNTY BOARD OF COMM DBA _____
 Service Address 1166 CAPTAIN MCDONALD RD DAHLONEGA GA 30533 County Lumpkin - GA
 Mailing Address 194 COURTHOUSE HL ANNEX A DAHLONEGA GA 30533
 Email _____ Tel # 706-482-2552 Alt Tel # _____
 Tax ID# 0857 Business Description Government

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☒ No ☐ If Yes, which Account Number? 07296-51030

Selected Components

Action	Qty	Wattage	Type	Description
INS	69	250	LED	Area

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)	1
\$1,622.88	\$580.98	\$2,203.86		

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☒

Type	Customer	Tariff	Content
NESC	Gov	EOL	

Pre-Payment (\$)
\$159,000.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: Benjamin Jones
Print Title:	Print Title: Account Exec
Date:	Date:

Attachment: Illumination Contract - upfront - 7-28-21 (2021-047 : Yahoola Creek Park Lighting Project)

TERMS and CONDITIONS (*Lighting – Governmental Service*)

1. **Agreement Scope.** This Lighting Services Agreement (“**Agreement**”) establishes the terms and conditions under which Georgia Power Company (“**GPC**”) will provide lighting and related service (collectively, the “**Service**”) to the customer identified on Page 1 (“**Customer**”) at the Service Address shown on Page 1 (the “**Premises**”). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, “**GPC Assets**”) for any reason related to the Service or use of GPC Assets.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the “**Term**.”
3. **Intent and Title.** This Agreement governs GPC’s provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.**
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC’s use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, “**GPC Activity**”). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises’ final grade will vary more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - A. **Customer Work.** If GPC, upon Customer’s request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC’s installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days’ prior written notice of its schedule for the work, so that GPC can schedule GPC’s installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC’s specifications, Customer’s failure to complete Customer’s work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§29-1-1 – 29-1-13) (“**Dig Law**”), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer’s failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition (“**Unforeseen Condition**”). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC’s control.
7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer’s behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center (“**UPC**”) and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC’s written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
9. **Interruption of Service.** Customer understands that Service is provided on an “as is” and “as available” basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: <https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html>.
10. **Disclaimer; Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity. Customer acknowledges that, due to the unique characteristics of the Premises, Customer’s needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. **Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Asset or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable.** To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC’s liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
12. **Georgia Security, Immigration, and Compliance Act.** Customer is a “public employer” as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor’s affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC’s waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.
14. **Miscellaneous.** This Agreement contains the parties’ entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days’ prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC’s address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer’s address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC’s prior written consent will be void and of no effect. In this Agreement: (i) “**include(ing)**” means “include, but are not limited to” or “including, without limitation”; (ii) “**or**” means “either or both” (“A or B” means “A or B or both A and B”); (iii) “**e.g.**” means “for example, including, without limitation”; and (iv) “**written**” or “**in writing**” includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

Lighting Services Agreement



Customer Legal Name LUMPKIN COUNTY BOARD OF COMM DBA _____
 Service Address 1166 CAPTAIN MCDONALD RD DAHLONEGA GA 30533 County Lumpkin - GA
 Mailing Address 194 COURTHOUSE HL ANNEX A DAHLONEGA GA 30533
 Email _____ Tel # 706-482-2552 Alt Tel # _____
 Tax ID# 0857 Business Description Government

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☒ No ☐ If Yes, which Account Number? 07296-51030

Selected Components

Action	Qty	Wattage	Type	Description
INS	69	250	LED	Area

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)	1
\$3,904.02	\$580.98	\$4,485.00		

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☒

Type	Customer	Tariff	Content
NESC	Gov	EOL	

Pre-Payment (\$)
\$0.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: Benjamin Jones
Print Title:	Print Title: Account Exec
Date:	Date:

Attachment: Illumination Contract - no upfront - 7-28-21 (2021-047 : Yahoola Creek Park Lighting Project)

TERMS and CONDITIONS (*Lighting – Governmental Service*)

1. **Agreement Scope.** This Lighting Services Agreement (“**Agreement**”) establishes the terms and conditions under which Georgia Power Company (“**GPC**”) will provide lighting and related service (collectively, the “**Service**”) to the customer identified on Page 1 (“**Customer**”) at the Service Address shown on Page 1 (the “**Premises**”). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, “**GPC Assets**”) for any reason related to the Service or use of GPC Assets.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the “**Term**.”
3. **Intent and Title.** This Agreement governs GPC’s provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.**
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC’s use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, “**GPC Activity**”). Customer represents or warrants that he has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises’ final grade will vary more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - A. **Customer Work.** If GPC, upon Customer’s request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching) Customer warrants or covenants that the work will meet GPC’s installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days’ prior written notice of its schedule for the work, so that GPC can schedule GPC’s installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC’s specifications, Customer’s failure to complete Customer’s work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§29-1-1 – 29-1-13) (“**Dig Law**”), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer’s failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition (“**Unforeseen Condition**”). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC’s control.
7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer’s behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center (“**UPC**”) and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC’s written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
9. **Interruption of Service.** Customer understands that Service is provided on an “as is” and “as available” basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: <https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html>.
10. **Disclaimer; Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity. Customer acknowledges that, due to the unique characteristics of the Premises, Customer’s needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. **Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Asset or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable.** To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC’s liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
12. **Georgia Security, Immigration, and Compliance Act.** Customer is a “public employer” as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor’s affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
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Lumpkin County, Georgia

Public Works Department

Date:	August 3, 2021
Agenda Item:	Safety Action Plan - Off System Road Striping
Item Description:	Request for BOC to award the contract for the 2021 Safety Action Plan project to Roadside Specialties, LLC.
Facts & Historical Information:	In March of 2021, Lumpkin County applied for funding for a Safety Action Plan (SAP). This GDOT program is a new program that replaced the Off System Safety Program. The request consisted of striping 43.4 miles of road and stop bars (see attached project report). In May the DOT approved \$120,000 of LMIG funding for the project. On July 29 th Lumpkin County received 1 bid for the project from Roadside Specialties, LLC (see attached bid tabulation) in the amount of \$147,840. This bid was below the estimated project cost of \$160,500.
Potential Courses Of Action:	A. Award the contract to Roadside Specialties, LLC in the amount of \$147,840 B. Reject the bid and rebid the project
Budget Impact:	This project is 70% funded by the GDOT. The county will be responsible for 30% of the total cost (\$44,352). The funding for this project will come from the TSPLOST.
Staff Recommendation:	Staff recommends that the BOC award the contract to Roadside Specialties, LLC in the amount of \$147,840.



Lumpkin County, Georgia

Development Authority Department

Date: August 3, 2021

Agenda Item: NTIA Broadband Infrastructure Program Application

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

**Facts & Historical
Information:**

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

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

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

**Potential Courses
Of Action:**

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

Budget Impact:

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

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

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

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

Staff Recommendation:



Lumpkin County, Georgia

County Clerk Department

Date:	August 3, 2021
Agenda Item:	Alcoholic Beverage License – Shalina Business LLC d/b/a Mart 24/7
Item Description:	This is for the issuance of an alcoholic beverage license for Beer & Wine Package sales located at 4766 Hwy 52 East, Dahlonega, GA 30533.
Facts & Historical Information:	Jigna Patel is applying for Shalina Business LLC d/b/a Mart 24/7 to obtain a Beer & Wine Package sales alcoholic beverage license.
Potential Courses Of Action:	A. Approve the license. B. Deny the license
Staff Recommendation:	Approve the alcoholic beverage license.



Lumpkin County, Georgia

Board of Commissioners Department

Date: August 3, 2021

Agenda Item: Voting Delegate – Legislative Leadership Conference

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



Lumpkin County, Georgia

Special Projects Department

Date: August 3, 2021

Agenda Item: Consideration of Donation/Loan of Antique Tractor

Item Description: Consideration of Donation/Loan of Antique Tractor

Attachments:

Questionnaire
Pictures
Fencing

DONATION ASSESSMENT QUESTIONNAIRE

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

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

Recipient Contact Person and phone number:

Date:

1. Name and Address of Donor/Lender:

Jeff Underwood 446 Parks Drive Dahlonega

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

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

*Describe length of loan:

3. Describe the goods/service/item to be donated/loaned to Lumpkin County and its purpose: (If applicable, include an image, drawing, or other description of the item to be donated).

display 1938 John Deere Tractor

4. What is the estimated value of the donation?

\$12,000

5. What conditions are being placed on the donation by the donor, if any?

none

6. Is it intended that the donation be perpetual in nature (for example, a monument that is not removable)?

no

7. Describe how the acceptance of this donation will benefit or support the mission, goals, operations, and service delivery of the recipient, other Lumpkin County Departments, or the Lumpkin County community:

8. How will the acceptance of this donation affect the recipient's plans or any plans of other Lumpkin County Departments?

none

9. How will the acceptance of this donation impact the recipient's operating or capital budget, or the Lumpkin County Budget, now and in the future?

none

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

yes, loan only

2011-16

Exhibit "A"

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



Tractor Display Plan

Attachment: Pictures (3166 : Consideration of Donation/Loan of Antique Tractor)



ACTUAL TRACTOR THAT WILL
BE ON DISPLAY

Attachment: Pictures (3166 : Consideration of Donation/Loan of Antique Tractor)

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

Attachment: Fencing (3166 : Consideration of Donation/Loan of Antique Tractor)



Lumpkin County, Georgia

Development Authority Department

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

PARTIES: Georgia Mountains Regional Commission
Lumpkin County

SUBJECT: Recreational Trails Program
New Trail Construction

TERM: August 17, 2021 to September 30, 2022

**AGREEMENT
APPLICATION PREPARATION**

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

WITNESSETH

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

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

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

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

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

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

LUMPKIN COUNTY

By: _____
Chris Dockery, Chairman

Subscribed and sworn to
In our presence:

Notary Public

GEORGIA MOUNTAINS
REGIONAL COMMISSION

By: _____
Heather Feldman, Executive Director

By: _____
George Wangemann, Commission Chairman

DRAFT

Subscribed and sworn to
In our presence:

Notary Public

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

Staff Analysis: GMRC Request for Assistance GDNR Recreational Trails Program

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

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

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

2021 pre-application to include:

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

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

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

Preliminary Project Budget Estimate:

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

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

**Potential Courses
of Actions:**

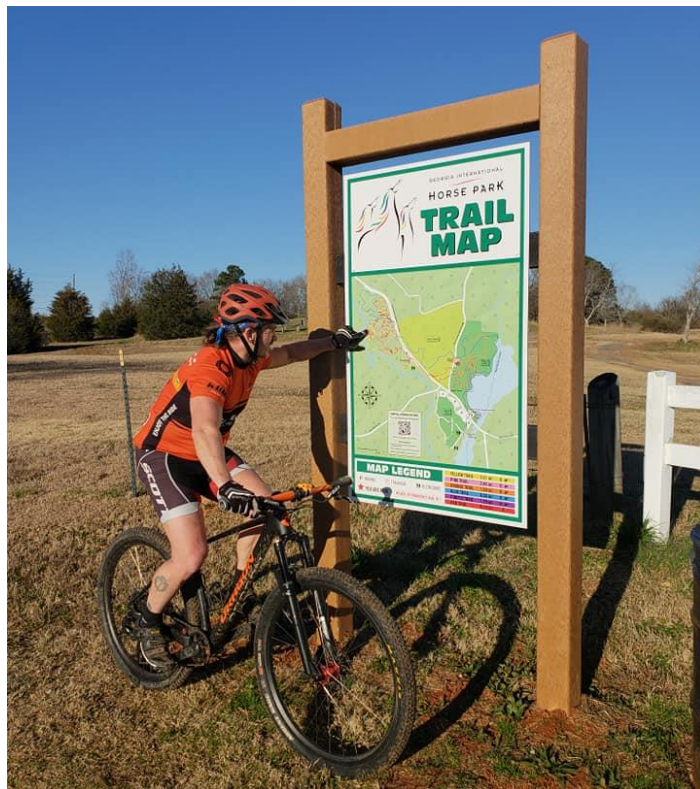
- 1) Approve the GMRC Request for Assistance.
- 2) Take no action.

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

Attachments:

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







Lumpkin County, Georgia

Public Works Department

Date:	August 3, 2021
Agenda Item:	Proposed LMIG FY2022 Road Resurfacing List
Item Description:	Presentation of the proposed list of roads to be resurfaced in the 2022 paving season.
Facts & Historical Information:	Each year staff scores several roads to rank the roads for resurfacing. The higher a road scores, the more in need of resurfacing the road is. For 2022, staff scored 52 road sections of which 25 of the roads scored at a level which indicates a current need to be resurfaced. Of the 25 highest scoring roads, staff is proposing that 22 be resurfaced in 2022. (See attached scoring list) Staff is proposing that the six roads in blue highlighting (7.0 miles estimated cost \$879,120) be resurfaced with LMIG funds using TSPLOST funds as a match and the 16 roads in green highlighting (7.22 miles estimated cost \$891,475) will be resurfaced with TSPLOST funds. The total estimated resurfacing cost for 2022 is \$1,770,595 for 14.22 miles of road. Staff is now submitting the recommended list of roads to be resurfaced for comment by the BOC.
Potential Courses Of Action:	Sources of funding and estimated amounts are: ▪ DOT LMIG grant: \$589,172.22 ▪ TSPLOST: \$1,200,000 ▪ <u>Total Funds available: \$1,789,172.22</u>
Staff Recommendation:	Staff's intent is to use all available funds for resurfacing of roads from the priority list. Staff asks that the BOC review the attached list of roads for resurfacing in 2022 and approve with any changes the BOC wishes to make.
Attachments:	2022 SCORING LIST 7-23-21

Lumpkin County 2022 Pavement Rating List

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

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



Lumpkin County, Georgia

Water & Sewerage Authority Department

Date: August 3, 2021

Agenda Item: Request use of ARP Funds – CHP Water Service

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

**Facts & Historical
Information:**

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

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

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

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

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

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

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

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

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

**Potential Courses
Of Action:**

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

Staff Analysis:

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

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

Staff Recommendation:

Staff recommends COA #1.



Lumpkin County, Georgia

Water & Sewerage Authority Department

Date:	August 3, 2021
Agenda Item:	Request use of ARP Funds – Water Infrastructure Projects
Item Description:	LCWSA request for ARP funds to complete multiple water infrastructure projects.
Facts & Historical Information:	Lumpkin County has received an initial disbursement of funding from the America Rescue Plan Act (ARP). A second disbursement is projected but has not been received to date. NACo (National Association of Counties) has published information which summarizes U.S. Treasury guidance related to ARP funds which details the “Spending Focus” of the ARP. As outlined on the NACo website, there are five primary ways that the recovery funds can be spent. Investments in water, sewer and broadband infrastructure is number five (5) on the list of spending priorities. Water, sewer and broadband infrastructure: Make necessary investments to improve access to clean drinking water, invest in wastewater and stormwater infrastructure and provide underserved locations with new or expanded broadband access. America Rescue Plan Act – Coronavirus State & Local Fiscal Recovery Fund FAQs https://www.naco.org/resources/featured/naco-recovery-fund-faqs LCWSA respectfully request the Board of Commissioners consider allocating America Rescue Plan Act (ARP) funds to LCWSA for the completion of multiple water infrastructure projects which. The funding of these projects would result in the expansion of both public safety and protection of public health through improvements to LCWSA’s water system(s).
Potential Projects:	River Trace Subdivision Water Infrastructure – Replacement of deteriorated small diameter PVC water mains and service lines with 6-inch ductile iron pipe water mains and copper service lines. Project will enhance LCWSA’s provision of potable water service thereby helping to

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

a. Phase 1: River Trace Drive (North)

Project Budget - \$100,000

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

b. Phase 2: Jennifer Court

Project Budget - \$106,000

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

Project Budget - \$160,000

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

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

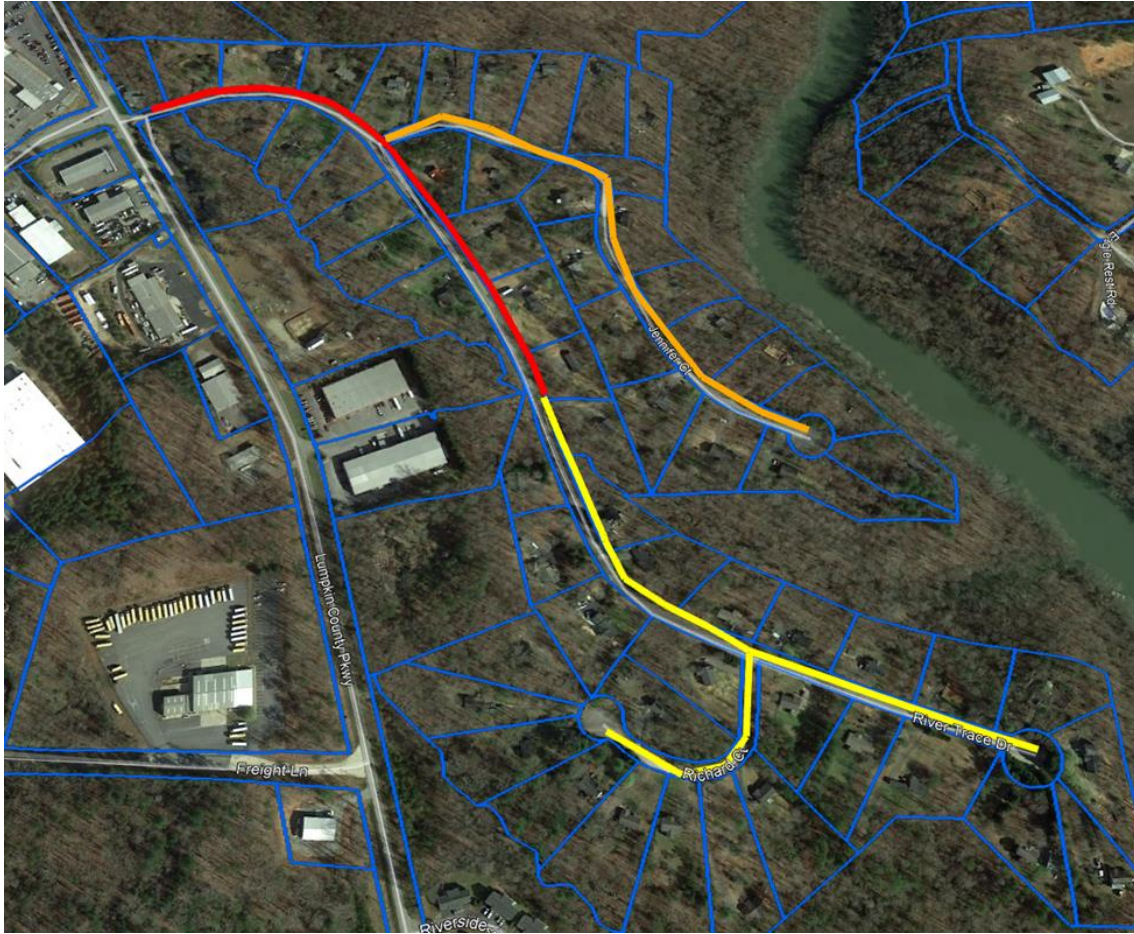
Staff Analysis:

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

**Potential Courses
Of Action:**

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

Exhibit 1 – River Trace Subdivision Project and Phases



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

Budget: \$100,000

Orange = Phase 2 Jennifer Court

Budget: \$106,000

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

Budget: \$160,000

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



Staff Recommendation: Staff recommends COA #1.



Lumpkin County, Georgia

Board of Commissioners Department

Date: August 3, 2021

Agenda Item: Set Date for ARP Funds Meeting

Item Description: Set Date for ARP Funds Meeting