



LUMPKIN COUNTY

Board of Commissioners

Work Session Agenda

Commissioners Boardroom

July 6, 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. Holly Theatre Presentation
 2. ACCG Insurance Program Presentation ***Regular Meeting***
- **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*)
 8. 2021 - 41 - 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
 10. 2021 - 43 - 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
 12. 2021 - 45 - Consideration of Revision to Short Term Rental License Ordinance (*Deputy Planning Director Mary Catherine Beutel*)
- **CONTRACTS/AGREEMENTS**
 13. 2021-042 - Consideration of Little Mountain Road Bridge Replacement Contract (*Public Works Director Larry Reiter*)
 14. 2021-043 - Amend IGA City of Dahlonega & Lumpkin County - 2021 Municipal Election (*Special Projects Director Ashley Peck*)
 15. 2021-044 - Mutual Termination of CHP Lease Agreement on Rock House Road (*County Attorney Joy Edelberg*)

- **OTHER ITEMS**

16. Special Event Permit - Dahlonega-Lumpkin County Chamber of Commerce Annual Meeting & Dinner (*County Clerk Melissa Witcher*)
17. Special Event Permit - LLC Welcome Dinner (*County Clerk Melissa Witcher*)
18. Special Event Permit Request – Enotah Casa Mountain Arts Fest (*County Clerk Melissa Witcher*)
19. Grand Jury Recommendation to Increase Juror Pay (*County Attorney Joy Edelberg & County Manager Stan Kelley*)
20. Request from Union County for Transfer of Wire Recycle Bins (*Public Works Director Larry Reiter*)
21. Consideration of Options for the Yahoola Creek Park Basketball Court (*Finance Director Abby Branan & Park & Rec Manager Wade Chandler*)
22. Discuss Mark Robinson Request for Recycling Fee Increase (*Public Works Director Larry Reiter*)

- **COUNTY MANAGER**

- **COUNTY ATTORNEY**

- **COMMISSIONERS**

- **PUBLIC COMMENT (Agenda Specific)**

- **ADJOURNMENT**



Lumpkin County, Georgia

Board of Commissioners Department

Date: July 6, 2021

Agenda Item: Holly Theatre Presentation

Item Description: Holly Theatre Presentation



Lumpkin County, Georgia

Board of Commissioners Department

Date: July 6, 2021

Agenda Item: ACCG Insurance Program Presentation

Item Description: ACCG Insurance Program Presentation

LUMPKIN COUNTY
Board of Commissioners
Work Session Minutes
Commissioners Boardroom



June 1, 2021
4:00 P.M.

CALL TO ORDER

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

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

PRESENTATIONS

1. Ninth District Headstart Presentation

Ninth District Headstart Presentation

Chairman Dockery asked Ms. Tammy Dill if she needed any assistance from the Commissioners. She asked them if they have any recommendations on fixing the congested traffic situation by Headstart. The Chairman recommended she speak with Public Works Director Larry Reiter, or the school system's Operations Manager, Greg Trammell. Stan Kelley mentioned he has heard some comments from concerned Library patrons about the congested traffic as well.

2. 2022 Budget Presentation (Finance Director Abby Branan)

2022 Budget Presentation

Commissioner Stringer asked for a more detailed breakdown of the budget expenditures pie chart so he knows what goes under each category. The Chairman asked the Finance Director about the overall requested budget increase. He observed that about half of the \$2.2 million increase is from the recommended salary study pay increases, and the rest of it is Aquatic Center staff, the SAFER personnel, and a new 911 radio system. It appears there will be roughly a \$291,000 shortfall in revenue for the Aquatic Center.

Chairman Dockery observed that costs for materials, fuel, and maintenance have risen since the pandemic began last year. Ms. Branan, Finance Director, agreed that the costs of doing business have increased across the board. The Chairman said it appears that we need \$1 million of the budget simply to maintain the current level of service (due to cost increases) and Mr. Kelley and Ms. Branan both confirmed that. He asked the Human Resources Director, Alicia Davis, about how often the salary study company Evergreen recommends re-examining salaries, and she responded every 3-5 years. However, the company did not make a recommendation for how often to implement COLA's.

3. DLC Chamber Leadership Lumpkin County Update (Chamber of Commerce Director Robb Nichols)

DLC Chamber Leadership Lumpkin County Update

MINUTES

4. Board of Commissioners - Work Session - May 4, 2021 4:00 PM
5. Board of Commissioners - Special Called Meeting - May 4, 2021 4:30 PM
6. Board of Commissioners - SLUA Public Hearing - May 6, 2021 5:00 PM
7. Board of Commissioners - Special Called Meeting - May 12, 2021 4:00 PM
8. Board of Commissioners - Public Hearing - May 18, 2021 5:15 PM
9. Board of Commissioners - Work Session II - May 18, 2021 5:30 PM
10. Board of Commissioners - Regular Meeting - May 18, 2021 6:00 PM
11. Board of Commissioners - BOC Retreat - May 24, 2021 9:00 AM
12. Board of Commissioners - SLUA Public Hearing - May 27, 2021 5:00 PM

RESOLUTIONS

13. 2021 - 35 - Amend ACCG 457(b) Deferred Compensation Plan & Adopt ACCG 401(a) Senior Management Plan (Community & Employee Services Director Alicia Davis)

Amend ACCG 457(b) Deferred Compensation Plan & Adopt ACCG 401(a) Senior Management Plan

14. 2021 - 37 - Consideration of Update to the Fixed Asset Policy (Special Projects Director Ashley Peck)

Consideration of Update to the Fixed Asset Policy

Special Projects Director Ashley Peck explained how departments have currently been tracking assets using Excel indices. Staff hopes to be able to adopt a new policy using RFID tracking technology to streamline the process. Mr. Kelley said a modernized asset tagging system would be easier on staff and would keep better track of assets, and this is similar to the process that the Army uses for asset tagging.

15. 2021 - 38 - Consideration of Fleet Replacement Policy (Special Projects Director Ashley Peck)

Consideration of Creation of a Fleet Replacement Policy

Mr. Kelley said we are taking what is currently a subjective process and trying to make it objective by creating criteria to judge when vehicles should be replaced.

16. 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

Chairman Dockery said he may have a nominee by the Regular meeting.

17. 2021 - 40 - Resolution to Name the Commissioners Boardroom in Memory of Dr. David Miller Commissioner District 1

Resolution to Name the Commissioners Boardroom in Memory of Dr. David Miller Commissioner District 1

CONTRACTS/AGREEMENTS

18. 2021-035 - Medical Director - EMS - Jack Freeman (EMA Director David Wimpy)

This is a renewal agreement between Lumpkin County Emergency Services hereinafter called LCES and Jack Miller Freeman, Jr., M.D. hereinafter called Medical Director.

Chairman Dockery commented that the staff analysis alternately referred to the doctor as Jack Freeman or Jack Miller, and he asked for staff to clarify that for the future.

19. 2021-036 - ACCG-IRMA Property & Liability Insurance Renewal (Community & Employee Services Director Alicia Davis)

ACCG General Liability, Law Enforcement Liability, Public Officials Liability, Automobile Liability, Automobile Physical Damage, Property, Equipment Breakdown, & Crime insurance renewal.

Human Resources Director Alicia Davis said the increase this year is less than last year's increase. She expects to have all the final paperwork by the next meeting. The Commissioners asked if the increase was due to self-induced problems, or just due to the overall cost increase of insurance. Ms. Davis said there were less self-inflicted claims than the year before.

Commissioner Stringer asked if it might be worth looking around at other property/liability insurance providers. Ms. Davis said she could ask other Georgia counties if they use anyone else, but the benefit of ACCG is that they completely understand county insurance. Chairman Dockery agreed, and said the people managing the program are commissioners and would not impose undue costs. We also get safety grants from them and sometimes benefits in the form of dividends, he added. The Chairman said it wouldn't hurt to look around, but he would hate to be lured in by an insurance company with a cheap first year and then have a surprise increase the second year.

20. 2021-037 - Consideration of Renewal of State Properties Commission Lease - Technical College System of GA (Special Projects Director Ashley Peck)

Consideration of Renewal of State Properties Commission Lease - Technical College System of GA

Commissioner Mayfield made some positive comments regarding the Adult Learning Center.

21. 2021-038 - GDOC Inmate Work Detail Contract (Special Projects Director Ashley Peck)

GDOC Inmate Work Detail Contract

22. 2021-040 - Consideration of a Fuel Contract (Finance Director Abby Branan)

Consideration of a Fuel Contract

Chairman Dockery said this item was inspired by the recent fuel shortage event, and it will help ensure the County always has fuel for emergencies.

23. 2021-041 - Amend Kelley Building GMP (Special Projects Director Ashley Peck)

Amend Kelley Building GMP

Ms. Peck said this is for the sidewalks and parking at the Kelley Building. This was originally going to be paid for with funds separate from the Guaranteed Maximum Price (GMP), but Charles Black has given us a fair price quote to do the work. They are already on-site doing the renovations and are ready to do this project as soon as the BOC gives approval.

Commissioner Mayfield asked if this had to be bid out, but the County Manager said it did not because it falls under the required threshold. He said they are ready to finish the project as soon as the BOC reaches consensus. The Chairman asked him if this was SPLOST dollars due to it being ADA-related, but Mr. Kelley said it was an appropriation of the Board.

The BOC was in consensus to move forward with the project.

OTHER ITEMS

24. Water Authority Request for Planning Inspector's Ford Ranger Pickup (Water & Sewerage Authority Director Sean Phipps)

LCWSA respectfully requests the use of a 2003 Ford Ranger belonging to the Lumpkin County Division of Planning and Public Works.

25. Consideration of New Animal Shelter Facility Location (Special Projects Director Ashley Peck)

Consideration of site and plan for advancing project.

Ms. Peck said the area around Blackburn Park was determined to be an excellent location for the new animal shelter. Mr. Kelley said we looked at several County-owned properties, but this location is the most suitable and the most convenient. Chairman Dockery agreed, saying it was isolated enough to not be a nuisance to homeowners but would be convenient for staff. Animal Shelter Manager Wayne Marshall was in agreement and said the location would be great for access to the high call volume areas.

26. Kelley Building Dedication Plaque and Lettering (Special Projects Director Ashley Peck)

Kelley Building Dedication Plaque and Lettering

Both Commissioner Mayfield and Commissioner Stringer wanted to remove "for" from the lettering. The Chairman suggested "The Kelley Building - Planning & Development Services" (underneath). There was additional discussion on possibly including Mr. Kelley's start date and end date with the County.

27. Special Event Permit Request – R-Ranch in the Mountains (County Clerk Melissa Witcher)

Special Event Permit allowing R-Ranch in the Mountains to hold the 4th of July Concert Festival event July 2-3, 2021 at the R-Ranch.

28. Special Event Permit Request – KC Mellow LLC (County Clerk Melissa Witcher)

Special Event Permit allowing KC Mellow LLC to hold a wedding event June 27, 2021 at Veزالay Mountain View.

29. Road Acceptance Request – Whelchel Valley Subdivision (1.949 miles total) (Public Works Director Larry Reiter)

The HOA in Whelchel Valley is asking the BOC to accept the subdivision roads into the County Maintenance system when all repairs required by Staff are complete.

Public Works Director Larry Reiter said a few areas of the road need patching, and the Whelchel Valley Homeowners Association representative is here to answer questions if needed. Before they collect funding to pay for the repairs, they would like a commitment from the BOC that once they meet County standards, they will be accepted later on. Mr. Reiter said the roads do meet the standards already except for the few areas that need repairs. They were inspected as they were being built, but the developer chose not to ask for County acceptance back when the subdivision was finished due to the poor economy. Mr. Reiter will sign off on the repairs before any action is taken. Chairman Dockery said we can prepare a letter for signature at the regular meeting.

30. Consideration of 326 Fred Burns Road Abandonment (Public Works Director Larry Reiter)

Request to start the abandonment process for an approximately 0.25-mile portion of Fred Burns Road.

Mr. Reiter said if the BOC elects to start the abandonment process, we can then send letters to the residents and do the necessary advertising. Along with this abandonment, they are going to deed us a turnaround area to put in a cul-de-sac.

31. DALC Intent to Issue RFP for Broadband Partner (Development Authority Director Rebecca Mincey)

Lumpkin County was designated a “Broadband Ready Community” in 2019 by the Georgia Department of Community Affairs. This designation reflects that Lumpkin County is committed to improving the reliability, speed, and capacity of internet connections for businesses, residents, and visitors in Lumpkin County.

Development Authority Director Rebecca Mincey said funds will be issued to the OneGeorgia Authority this summer. The Development Authority intends to issue a Request for Proposals for a broadband provider to help explore where we can do a collaborative project, which will then be submitted to OneGeorgia Authority later on. She explained this is just the initial phase, and the Development Authority will collaborate with the Planning Department to submit a grant application later this summer. There will be a Department of Community Affairs webinar which will explain more about the timeline.

32. Naming of Commissioners Boardroom in Honor of Dr. David J. Miller (Special Projects Director Ashley Peck)

Naming of Commissioners Boardroom in Honor of Dr. David J. Miller

There was some discussion about the wording of the plaque. Mr. Kelley suggested removing "the" from the beginning of the plaque, and the BOC agreed. The plaque should read "Dr. David J. Miller Commissioners' Boardroom - Dedicated in memory of Dr. David J. Miller." The BOC would also like to add that wording above the door to the Boardroom.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

The meeting was adjourned at 5:09 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Jun 1, 2021 4:00 PM (MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Work Session II Minutes
Commissioners Boardroom



June 15, 2021
 5:30 P.M.

CALL TO ORDER

The meeting was called to order at 5:40 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	Remote	6:00 PM

PRESENTATIONS

1. DLC Chamber Leadership Lumpkin County Update (Chamber of Commerce Director Robb Nichols)

DLC Chamber Leadership Lumpkin County Update

2. 2020 Audit Presentation (Mauldin & Jenkins)

2020 Audit Presentation

3. Classification and Compensation Study Implementation (Community & Employee Services Director Alicia Davis)

Classification and Compensation Study Implementation

A representative from Evergreen, Nancy Berkeley, gave a presentation on the compensation study, which was followed by questions and comments from the Commissioners. Commissioner Mayfield asked if essentially every employee would get roughly an 8% pay increase with it costing almost \$1 million to enact the pay increases. Ms. Berkeley responded affirmatively. Commissioner Stringer asked about which counties and municipalities participated in the data set for the study, and Chairman Dockery asked if the ~\$910,000 included benefits. Stan Kelley, the County Manager, replied that it did not, and benefits would bring the total to around \$1.2 or \$1.3 million.

Chairman Dockery asked Ms. Berkeley some questions about how Lumpkin County could prevent from falling behind again without having to do a salary study every five years. He also observed that salaries would vary greatly across the data pool in Georgia depending on the size and wealth of the area, and this pool appeared to be weighed towards metropolitan areas judging by who participated. The Chairman said it would be impossible to tax our population enough to keep up with Forsyth County.

Mr. Kelley said that is true, but Lumpkin County is having to compete with many of those bigger or wealthier counties for employees. He said our goal is to retain good people within our means. Evergreen has provided different options for implementation of the results of the salary study. This is the top recommendation, but there are other options that are not as favorable to the employees, he added. Commissioner Mayfield said we may not

be able to go toe-to-toe with Gwinnett County, but we can try to encourage our employees to stay. Commissioner Stringer said the hardest part will be coming up with the funding for this.

The Chairman said this will probably be a recurring problem. Nancy Berkeley said the market has moved much faster and more aggressively than they anticipated, and Commissioner Mayfield observed the cost of everything has gone up. He agreed we need to have some type of system so this does not have to be done every five years. Chairman Dockery was concerned the County is 8% behind our peers and would like some guidance on how to keep pace. Ms. Berkeley said the County could do maintenance throughout and make paygrade changes in the interim.

CONSIDERATION OF MINUTES

4. Board of Commissioners - Work Session - May 4, 2021 4:00 PM
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11. Board of Commissioners - BOC Retreat - May 24, 2021 9:00 AM
12. Board of Commissioners - SLUA Public Hearing - May 27, 2021 5:00 PM

RESOLUTIONS

13. 2021 - 35 - Amend ACCG 457(b) Deferred Compensation Plan & Adopt ACCG 401(a) Senior Management Plan (Community & Employee Services Director Alicia Davis)

Amend ACCG 457(b) Deferred Compensation Plan & Adopt ACCG 401(a) Senior Management Plan

14. 2021 - 37 - Consideration of Update to the Fixed Asset Policy (Special Projects Director Ashley Peck)

Consideration of Update to the Fixed Asset Policy

CONTRACTS/AGREEMENTS

15. 2021-035 - Medical Director - EMS - Jack Freeman (EMA Director David Wimpy)

This is a renewal agreement between Lumpkin County Emergency Services hereinafter called LCES and Jack Miller Freeman, Jr., M.D. hereinafter called Medical Director.

16. 2021-036 - ACCG-IRMA Property & Liability Insurance Renewal (Community & Employee Services Director Alicia Davis)

ACCG General Liability, Law Enforcement Liability, Public Officials Liability, Automobile Liability, Automobile Physical Damage, Property, Equipment Breakdown, & Crime insurance renewal.

17. 2021-037 - Consideration of Renewal of State Properties Commission Lease - Technical College System of GA (Special Projects Director Ashley Peck)

Consideration of Renewal of State Properties Commission Lease - Technical College System of GA

18. 2021-038 - GDOC Inmate Work Detail Contract (Special Projects Director Ashley Peck)

GDOC Inmate Work Detail Contract

19. 2021-040 - Consideration of a Fuel Contract (Finance Director Abby Branan)

Consideration of a Fuel Contract

20. 2021-041 - Amend Kelley Building GMP (Special Projects Director Ashley Peck)

Amend Kelley Building GMP

Mr. Kelley said the cost went down significantly.

OTHER ITEMS

21. Water Authority Request for Planning Inspector's Ford Ranger Pickup (Water & Sewerage Authority Director Sean Phipps)

LCWSA respectfully requests the use of a 2003 Ford Ranger belonging to the Lumpkin County Division of Planning and Public Works.

22. Consideration of New Animal Shelter Facility Location (Special Projects Director Ashley Peck)

Consideration of site and plan for advancing project.

Mr. Kelley said we looked at all the County property that could be somewhat suitable, and after reviewing we felt like Blackburn Park would be the most suitable. The County has a lease agreement with DNR for the property, and Mr. Kelley sent a letter to Senator Gooch to change some of the lease agreement wording to allow for the construction of an animal shelter.

23. Kelley Building Dedication Plaque and Lettering (Special Projects Director Ashley Peck)

Kelley Building Dedication Plaque and Lettering

24. Special Event Permit Request – R-Ranch in the Mountains (County Clerk Melissa Witcher)

Special Event Permit allowing R-Ranch in the Mountains to hold the 4th of July Concert Festival event July 2-3, 2021 at the R-Ranch.

25. Road Acceptance Request – Whelchel Valley Subdivision (1.949 miles total) (Public Works Director Larry Reiter)

The HOA in Whelchel Valley is asking the BOC to accept the subdivision roads into the County Maintenance system when all repairs required by Staff are complete.

26. Consideration of 326 Fred Burns Road Abandonment (Public Works Director Larry Reiter)

Request to start the abandonment process for an approximately 0.25-mile portion of Fred Burns Road.

27. Consideration of Transfer of Property to Development Authority (Chairman Dockery)

Consideration of Transfer of Property to Development Authority

28. Naming of Commissioners Boardroom in Honor of Dr. David J. Miller (Special Projects Director Ashley Peck)

Naming of Commissioners Boardroom in Honor of Dr. David J. Miller

29. Consideration of Fencing for Yahoola Creek Park Basketball Court (Finance Director Abby Branan)

Consider adding a fence around the basketball court being constructed at Yahoola Creek Park

30. Set Time for Appeal to Planning Commission's Decision Regarding Jeffery Patterson Variance

Set Time for Appeal to Planning Commission's Decision Regarding Jeffery Patterson Variance

It was decided to schedule the appeal hearing for July 20th at 6:30 PM.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

The meeting was adjourned at 6:14 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Jun 15, 2021 5:30 PM (MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Minutes
Commissioners Boardroom



June 15, 2021
 6:00 P.M.

CALL TO ORDER

The meeting was called to order at 6:20 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	Remote	

INVOCATION

The County Manager gave the invocation followed by the Pledge of Allegiance.

CONSIDERATION OF AGENDA

Motion: A motion was made by Chairman Dockery to amend the agenda to add a presentation from the US Mountain Ranger Association. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

PUBLIC COMMENTS (Agenda Specific)

PRESENTATIONS

1. US Mountain Ranger Association - Recognition of Stan Kelley (Bob Williams)

US Mountain Ranger Association - Recognition of Stan Kelley

2. DLC Chamber Leadership Lumpkin County Update (Chamber of Commerce Director Robb Nichols)

DLC Chamber Leadership Lumpkin County Update

3. 2020 Audit Presentation (Mauldin & Jenkins)

2020 Audit Presentation

Motion: A motion was made by District 3 Commissioner Stringer to accept the audit as presented. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

CONSIDERATION OF MINUTES

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

4. Board of Commissioners - Work Session - May 4, 2021 4:00 PM
5. Board of Commissioners - Special Called Meeting - May 4, 2021 4:30 PM
6. Board of Commissioners - SLUA Public Hearing - May 6, 2021 5:00 PM
7. Board of Commissioners - Special Called Meeting - May 12, 2021 4:00 PM
8. Board of Commissioners - Public Hearing - May 18, 2021 5:15 PM
9. Board of Commissioners - Work Session II - May 18, 2021 5:30 PM
10. Board of Commissioners - Regular Meeting - May 18, 2021 6:00 PM
11. Board of Commissioners - BOC Retreat - May 24, 2021 9:00 AM
12. Board of Commissioners - SLUA Public Hearing - May 27, 2021 5:00 PM

RESOLUTIONS

13. 2021 - 35 - Amend ACCG 457(b) Deferred Compensation Plan & Adopt ACCG 401(a) Senior Management Plan (Community & Employee Services Director Alicia Davis)

Amend ACCG 457(b) Deferred Compensation Plan & Adopt ACCG 401(a) Senior Management Plan

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

14. 2021 - 37 - Consideration of Update to the Fixed Asset Policy (Special Projects Director Ashley Peck)

Consideration of Update to the Fixed Asset 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.

REPORTS

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

Elected Officials

CONTRACTS/AGREEMENTS

15. 2021-035 - Medical Director - EMS - Jack Freeman (EMA Director David Wimpy)

This is a renewal agreement between Lumpkin County Emergency Services hereinafter called LCES and Jack Miller Freeman, Jr., M.D. hereinafter called Medical Director.

Motion: A motion was made by District 2 Commissioner Mayfield to approve Medical Director - EMS - Jack Freeman. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

16. 2021-036 - ACCG-IRMA Property & Liability Insurance Renewal (Community & Employee Services Director Alicia Davis)

ACCG General Liability, Law Enforcement Liability, Public Officials Liability, Automobile Liability, Automobile Physical Damage, Property, Equipment Breakdown, & Crime insurance renewal.

Motion: A motion was made by Chairman Dockery to approve ACCG-IRMA Property & Liability Insurance Renewal. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

17. 2021-037 - Consideration of Renewal of State Properties Commission Lease - Technical College System of GA (Special Projects Director Ashley Peck)

Consideration of Renewal of State Properties Commission Lease - Technical College System of GA

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

18. 2021-038 - GDOC Inmate Work Detail Contract (Special Projects Director Ashley Peck)

GDOC Inmate Work Detail Contract

Motion: A motion was made by District 3 Commissioner Stringer to approve GDOC Inmate Work Detail Contract. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

19. 2021-040 - Consideration of a Fuel Contract (Finance Director Abby Branan)

Consideration of a Fuel Contract

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

20. 2021-041 - Amend Kelley Building GMP (Special Projects Director Ashley Peck)

Amend Kelley Building GMP

Motion: A motion was made by District 2 Commissioner Mayfield to approve Amend Kelley Building GMP. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

OTHER ITEMS

21. Water Authority Request for Planning Inspector's Ford Ranger Pickup (Water & Sewerage Authority Director Sean Phipps)

LCWSA respectfully requests the use of a 2003 Ford Ranger belonging to the Lumpkin County Division of Planning and Public Works.

Motion: A motion was made by District 2 Commissioner Mayfield to approve Water Authority Request for Planning Inspector's Ford Ranger Pickup. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

22. Consideration of New Animal Shelter Facility Location (Special Projects Director Ashley Peck)

Consideration of site and plan for advancing project.

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

23. Kelley Building Dedication Plaque and Lettering (Special Projects Director Ashley Peck)

Kelley Building Dedication Plaque and Lettering

Motion: A motion was made by Chairman Dockery to approve Kelley Building Dedication Plaque and Lettering. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

24. Special Event Permit Request – R-Ranch in the Mountains (County Clerk Melissa Witcher)

Special Event Permit allowing R-Ranch in the Mountains to hold the 4th of July Concert Festival event July 2-3, 2021 at the R-Ranch.

Motion: A motion was made by District 2 Commissioner Mayfield to approve Special Event Permit Request – R-Ranch in the Mountains. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

25. Road Acceptance Request – Whelchel Valley Subdivision (1.949 miles total) (Public Works Director Larry Reiter)

The HOA in Whelchel Valley is asking the BOC to accept the subdivision roads into the County Maintenance system when all repairs required by Staff are complete.

Motion: A motion was made by District 2 Commissioner Mayfield to proceed with sending the commitment letter accepting the roads once the HOA has completed the necessary repairs. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

26. Consideration of 326 Fred Burns Road Abandonment (Public Works Director Larry Reiter)

Request to start the abandonment process for an approximately 0.25-mile portion of Fred Burns Road.

Motion: A motion was made by District 3 Commissioner Stringer to proceed with the abandonment process. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

27. Consideration of Transfer of Property to Development Authority (Chairman Dockery)

Consideration of Transfer of Property to Development Authority

Motion: A motion was made by Chairman Dockery to approve the property transfer. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

28. Naming of Commissioners Boardroom in Honor of Dr. David J. Miller (Special Projects Director Ashley Peck)

Naming of Commissioners Boardroom in Honor of Dr. David J. Miller

Motion: A motion was made by District 2 Commissioner Mayfield to approve naming the boardroom in memory of Dr. Miller. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

29. Consideration of Fencing for Yahoola Creek Park Basketball Court (Finance Director Abby Branan)

Consider adding a fence around the basketball court being constructed at Yahoola Creek Park

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

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENTS

ADJOURNMENT

Motion: A motion was made by Commissioner Mayfield to adjourn the meeting. The motion was seconded by Commissioner Stringer. The motion was approved and carried, and the meeting was adjourned at 7:11 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Jun 15, 2021 6:00 PM (MINUTES)

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



June 15, 2021
 7:00 P.M.

CALL TO ORDER

The meeting was called to order at 7:28 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	Remote	

Consideration of Agenda

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

Discuss 2022 Budget

7:00 - 7:30 Development Authority

Development Authority Director Rebecca Mincey is requesting an additional \$25,000 for two primary items. The first item is to fund a part time employee. The UNG interns have been used every year with great success, but it requires training a new person each year. The employee would start out working 20 hours a week. The other item is funding for special projects to help supplement expenses that are unknown at this time. Ms. Mincey explained this would be funding for items like reservoir trails or items that improve the quality of life of our citizens that come up in the future. Currently there are no monies set aside for this and if needed, it could be used to assist with obtaining grants that may require a small local match. The request has been included in the presented budget but she wanted to explain their request and what they will be using it for. Chairman Dockery recommended the development authority be included in the general fund and in the budget in the future so they are well maintained and kept operational. He said this year is not the year, but sometime in the future he thinks that a dedicated millage tax needs to go to the development authority for economic development.

7:30 - 8:00 Library

Chairman Dockery began by reviewing the past requested amounts and what they are asking for today. The County Manager has recommended an increase of \$10,000 in the proposed budget. Library Director Leslie Clark said they have not asked for an increase in a couple of years. This year they are requesting an additional \$40,665 to cover the increase in the water bills, electric bills, and increased facility cleaning supplies. She disseminated a document explaining the increases and some of the bills that were not anticipated. They are wanting to increase the hours they are open and give a COLA/merit increase for the staff.

Ms. Clark shared a few stats of the amount of people that have been coming in compared to 2019. They are not comparing with 2020 because of COVID and the fact that the library was closed to citizens. They served over 700 patrons outside by table pickup during the height of COVID. During that time the employees were still coming in, so there were no savings from payroll. They did other things like digital materials and take-home kits as well. Chairman Dockery said before they built the new library, they both agreed there would be no additional staff requested. However, they didn't know what the extra utility costs would be, so they would have to be adjusted accordingly. She also reported that all 7 air conditioners had to be replaced, but they were covered under warranty. He asked if she sends the utility costs to the county manager for a side-by-side comparison to see where each have increased. She responded negatively, but will be able to go back and do so.

Chairman Dockery said he doesn't know what library employees are doing in the other counties compared to here. The library staff are not county employees and the commissioners do not know what they are being supplemented from other counties. Ms. Clark stated the employees receive a 3% increase each year but she will get some additional information for the Commissioners. Chairman Dockery said they needed documentation on the increases in the water and electric bills. He doesn't know if the increase in hours is feasible and suggested maybe if they see through 2021, they should have enough information to have a baseline. If the increase in water, electric, and cleaning supplies is COVID-related then it is considered a one-time expense and can be reimbursed. The extended hours, merit, and COLA increases is something that he would look into more closely next year.

Ms. Clark said they have increased their hours by 4 without increasing anything from the budget. Chairman Dockery explained \$10,000 had been added in the proposed budget for an increase in bills and cleaning supplies. Ms. Clark is going to provide a list of what is COVID-related for reimbursement and they can look at expanded hours next year after establishing a baseline. Chairman Dockery suggested imposing a small fee to offset the burden for using the meeting rooms.

8:00 - 8:30 Coroner

Coroner Mark Cox displayed a PowerPoint presentation explaining his desire to move away from the case fees and go strictly to a salary. He reviewed the surrounding area's economic data, demographic data, salaries and deputy coroners. He evaluated the current compensation for himself and the deputy coroner. Mr. Cox stated there is a proposed bill for 2022 for a minimum coroner salary of \$33,000. Chairman Dockery asked if that was for only the coroner or included the deputy coroner, and Mr. Cox replied he was unsure and would have to check.

Chairman Dockery asked about the amount of time it takes for each call. Mr. Cox responded it varies from case to case. It frequently involves calling the crime lab and waiting for the return call, and they also have to wait on the funeral home to get there. After some calculations Mr. Cox estimated a minimum of 8 hours per call, but if they can't determine a cause of death then it will take longer. The problem with determining the amount of time per call is that it doesn't occur all at one time.

They are on pace for 130 cases for the year. Mr. Cox said that if someone comes into the hospital unresponsive or has been there 24 hours or more, then they are not considered a coroner's case. Even though it is not their case, they have a page of questions that they have to ask when a hospital calls if the decedent is a county resident. Mr. Cox said that taking the information over the phone is not taking a case, but they log the call and record the information to cover their bases so it's not considered as falling in the gray area. Chairman Dockery expressed his concern with the possibility of a coroner hiring as many deputies as he wants for \$3000 a piece while the citizens are paying a coroner \$30,000 a year and then only going to one call. He said he doesn't think that Mr. Cox would do that, but he will not be in that position forever. The Chairman liked the idea of a salary and said something that provides a checks and balances system is the way to go. Commissioner Stringer suggested having the coroner and deputy coroner's salary set, then having a separate set amount for a third person. Then once the third amount is spent that will be it and there will be no additional monies added. The coroner will work with staff to figure out a salary around \$30,000 - \$35,000 to be spent on compensation.

8:30 - 9:00 Clerk of Court

9:00 - 9:30 Staff

Chairman Dockery reviewed with staff what was discussed with each department. He listed what additional information the BOC had requested from each department for submittal prior to the next budget meeting. Ms. Branan reviewed the proposed 2022 budget and the list of proposed and committed projects. With the average home value being \$225,000, a one-mill tax increase would cost the average homeowner \$90 dollars. The last millage increase was 5 years ago, she explained. The Commissioners also discussed the salary study and whether the aquatic center will be open by the spring of 2023. Staff was asked to prepare a scenario with a one mill tax increase and a scenario covering all expenses to see how much the millage increase would be. The Commissioners can look at the options at the next budget meeting that will be scheduled for next month.

ADJOURNMENT

Motion: A motion was made by Commissioner Mayfield to adjourn the meeting. The motion was seconded by Commissioner Stringer. The motion was approved and carried, and the meeting ended at 11:20 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Jun 15, 2021 7:00 PM (MINUTES)



Lumpkin County, Georgia

Special Projects Department

Date: July 6, 2021

Agenda Item: Consideration of Fleet Replacement Policy

Item Description: Consideration of Creation of a Fleet Replacement Policy

Facts & Historical Information:

At the annual board retreat, staff was directed to create a fleet replacement policy. Staff reviewed several policies from other counties and municipalities and also recommendations from the American Public Works Association to make sure this policy followed established best practices and was one that could accommodate a fleet such as ours which has a vast assortment of vehicles and equipment. The attached draft policy was sent to department heads and a representative of the Sheriff's department for review and comment. The comment period ended May 10, 2021. All comments received are included in the attached draft policy. The draft policy, as presented, places the burden on fleet maintenance to work with departments annually to determine which vehicles should be replaced and to make sure the appropriate supporting documentation is included in the annual budget request process. (forms and schedules are incorporated in the policy document) The software program currently used by Fleet Maintenance captures the data necessary to make the completion of forms and the analysis process less of a burden on staff. One of the objectives in this policy is to control the size of the fleet and provide for standardization and this policy also addresses reassignment and disposal of vehicles and equipment.

Potential Courses Of Action:

- 1) The board could consider approving this new policy. It is in line with the direction given to staff at the retreat. The policy meets the objectives as understood by staff and provides for a uniform approach with quantifiable data sets for the consideration of the replacement of vehicles and equipment.
- 2) Choose to not consider the policy. This would not follow the previous direction given to staff and would leave the replacement of vehicles and equipment with subjective assumptions rather than quantifiable data.
- 3) The board could consider approving the new policy with changes. The board would need to provide direction to staff on what needs to be changed and a new draft circulated for review/comment.

Budget Impact:

The policy could reduce the operational budget if vehicles with high maintenance costs are identified and removed from the fleet. This would also aid in the formation of capital budgets and future SPLOST program development should the board consider allowing capital purchases in future SPLOST referendums.

Staff Recommendation: The recommendation of staff is to ask the board to consider approving the attached policy.

Lumpkin County Resolution No. 2021 – 38

**A RESOLUTION TO ADOPT THE LUMPKIN COUNTY
FLEET REPLACEMENT POLICY**

Whereas, the Lumpkin County Board of Commissioners desires to approve and adopt a fleet replacement policy to control the size of Lumpkin County's fleet of vehicles and equipment, provide for standardization, and set procedures for the reassignment and disposal of vehicles and equipment;

Now therefore, it is hereby resolved that the Lumpkin County, Georgia Fleet Replacement Policy attached hereto as Exhibit "A" is hereby approved and adopted;

Resolved, adopted and effective this 15th day of June, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:

Fleet Replacement Policy
Vehicle List 1

Lumpkin County, Georgia

Fleet Replacement Policy

Purpose:

To establish efficient and effective delivery of county services by providing departments with safe, reliable, economical and environmentally sound transportation and related support services that are responsive to their needs and that preserve vehicle value and equipment investment, to ensure that the full-service life of each county vehicle or item of equipment is utilized to its fullest potential and to implement uniform guidelines among all departments.

Objectives:

The primary objective is to control the overall cost of operating and maintaining Lumpkin County's fleet of vehicles and equipment, to maintain vehicles and equipment in a manner that extends their useful life, to control the growth in size of the fleet, to standardize the composition of the fleet and to accurately budget for maintenance and replacement costs. All new purchases for vehicles and equipment are coordinated through Fleet Management and department heads for recommendation to the County Manager during the annual budget process.

The purpose of this document is to provide a written vehicle replacement plan, and the specific vehicle and equipment needs and requirements of the fleet. Since each county's fleet and usage is unique, a universal management guide does not exist that can be applied to all types of fleets for every locality. This is a living document that will be modified and updated annually to reflect changes in the county's organizational climate, the changing needs of our departments, and changes in the automotive and equipment industry.

Background:

Lumpkin County's Public Works and Fleet Maintenance Departments are assigned the overall responsibility for managing the County's fleet of vehicles and construction/maintenance equipment. The Public Works Department and Fleet Maintenance work in conjunction with Finance to: develop vehicle and equipment replacement schedules; recommend vehicles and equipment for inclusion in the annual proposed budget; and recommend reassignment and disposal of vehicles and equipment. The vehicle and equipment maintenance functions are assigned to the Public Works and Fleet Maintenance Departments. The county's maintenance garage is located at 1646 Red Oak Flats Road with three full time mechanics to maintain the county's vehicles and equipment units. A complete listing of the vehicles and equipment maintained by the fleet maintenance manager is listed as an attachment to this report.

Maintenance:

The goal of the Fleet Maintenance vehicle and equipment maintenance practices is to keep vehicles and equipment in sound operating condition. Preventive maintenance routines and

intervals followed by our mechanics and are based on local driving conditions and manufacturer's recommendations, for each type of vehicle or equipment and each type of maintenance service. Maintenance costs represent a significant portion of the total cost to own and operate a vehicle or piece of heavy equipment and tend to increase as a vehicle or equipment ages. Escalating maintenance costs are a key factor in determining when to replace a fleet vehicle. In addition to the added cost of maintenance as a vehicle ages, there is an additional cost to the county when a vehicle is in the garage receiving maintenance and not available for use. Preventive maintenance is the key to avoiding the repair or replacement of costly major vehicle components such as engines, transmissions and drive trains. Our mechanics make adjustments to the manufacturer's recommendations based on the specific vehicle's use. For example, a police vehicle may idle for an extended period of time while an officer monitors a high-risk area. When an engine idles, it incurs wear and tear that will require future maintenance. So, the maintenance schedule for a vehicle that runs idle 50 percent of the time may be as frequent as that of a comparable one that drives more miles.

Accurate and complete vehicle maintenance records are a key tool for making fleet management decisions. Vehicle maintenance costs are variable and distinct to each vehicle. Pertinent records maintained for each vehicle are:

- Vehicle maintenance logs
- Fuel usage logs
- Cumulative costs of parts, labor, and overhead by a vehicle over its life.

Replacement:

This policy uses replacement standards based on American Public Works Association industry guidelines and years of experience in operating and maintaining vehicles and equipment.

This policy takes a responsible approach to vehicle management using effective fleet management tools. Vehicle replacement is just one part of the process. Many factors will be considered before a vehicle is confirmed for replacement; any one factor can initiate the vehicle review process, but each is independent of the others. Since each vehicle is assessed on many elements besides age, this policy allows much greater flexibility for vehicle replacement. A vehicle may not have reached a fixed age replacement requirement to be eligible for replacement under this policy.

Development of Guidelines/Procedures

Fleet Management has inventoried existing vehicles and equipment and has prepared a replacement schedule for all County vehicles and equipment. The schedule will be updated annually and will be used as the basis for planning for the replacement of vehicles and equipment. The vehicle and equipment replacement schedule will include the following information for each vehicle or unit of capital equipment:

- a. Age in years also known as life
- b. Usage in hours or miles

- c. Useful life (based on commonly used standards for municipal vehicles and equipment)
- d. Reliability (down time for repairs not related to preventative maintenance)
- e. Cost of Maintenance and Repairs
- f. Overall condition: mechanical, operating, safety, or appearance
- g. Vehicle/equipment year, mileage/hour thresholds
- h. Funding

A vehicle maintenance evaluation will be conducted a minimum of once a year per vehicle or equipment, unless conditions change due to an accident or large repair then an immediate evaluation should be completed. The vehicle maintenance evaluation is performed by the manager of the Fleet Maintenance Department or Public Works Department (Evaluation Form attached).

The Evaluation Forms will be provided to the budget committee for further review and consideration. If the evaluation proves the vehicle would be economical to retain for an additional year, the vehicle will be targeted for retention in as-is service or be refurbished and returned to service in the same assignment or reassigned. In some cases, it may be reassigned to other departments with "low usage" requirements.

Depending on the availability of funds, vehicles and equipment will be replaced when they are at the end of their economic life, no longer safe to operate, not reliable enough to perform their intended function, or there is a demonstrated cost savings to Lumpkin County.

All vehicles acquired and maintained by Lumpkin County are recommended for replacement in accordance with adopted guidelines/procedures and all departments are responsible for complying with these guidelines/procedures.

Reassignment and Disposal of Vehicles and Equipment:

The vehicle and equipment fleet are sized to meet the current needs of the County. Fleet vehicles and heavy equipment can be reassigned to replace units currently assigned to other departments. In those instances, the older units will be disposed unless otherwise approved by the County Manager, or by the Board of Commissioners if an exception to this policy is referred to the Board for consideration by the County Manager, such referral being in the discretion of the County Manager.

Annually, Fleet Management will meet to review the vehicle and equipment replacement schedule, and plan for the reassignment or disposal of vehicles and equipment that have qualified to be replaced. Trade in, sealed bids, internet auctions, trade journal advertisements, and public auctions will be utilized for the disposal of vehicles and heavy equipment once the Board of Commissioners have adopted a resolution to declare the items surplus.

VEHICLE / EQUIPMENT EVALUATION FORM

Vehicle or Equipment VIN or Serial# _____

Vehicle or Equipment# _____ Department Assigned to: _____

Make: _____ Model: _____ Year: _____

Mileage: _____ Hours of Operation: _____

Date of Evaluation: _____ Evaluator: _____

Factor	Points
Age	
Mileage/ Hours	
Reliability	
M&R Costs	
Condition	
Total Points	

Point Ranges	Condition	Description
0-23	Excellent	Do Not Replace
24-28	Very Good	Re-evaluate for next year's budget
29-33	Good	Qualifies for replacement this year if M/R cost exceed 60% of cost
34-38	Fair	Qualifies for replacement this year if budget allows
39+	Poor	Needs priority replacement

Evaluator Comments:

Evaluator Signature: _____

VEHICLE/EQUIPMENT EVALUATION SUMMARY REPORT

Vehicle or Equipment VIN or Serial# _____

Vehicle or Equipment# _____ Department Assigned to: _____

Make: _____ Model: _____ Year: _____

Description of use: _____

Summary of values

Years of Service: _____ Useful life: _____ Years over or under: _____

Current Mileage: _____ Mileage threshold: _____ Miles over or under: _____

Current Hours: _____ Hours threshold: _____ Hours over or under: _____

Maintenance/Repairs Cost to Date:

Purchase Cost: _____ Repair Cost: _____

Replacement Cost: _____ Current Value: _____

Can this vehicle be reassigned if necessary: (circle one) YES / NO

Comments and Other Considerations:

Recommendations:

Point Range Details for Sedans, SUV's, Trucks (1 Ton or Less) Replacement Guidelines

Factor	Points	Description
Age/Hours Usage Type of Service	1	Each year of Chronological Age
	1	Each 10,000 miles or 250 hours
	1	Standard Sedans, SUV's, Pickups
	2	Standard vehicles with occasional off-road use
	3	Any vehicle that pulls, trailers, hauls heavy loads and has continued off-road usage
	4	Any vehicle involved in snow removal
	5	Police Units
Reliability PM Work Not Included	1	In shop one time within 3-month time period, no major breakdowns or road calls
	2	In shop one time within 3-month time period, with 1 breakdown or road call
	3	In shop more than once within 3-month time period, with 1 breakdown or road call
	4	In shop more than twice within one month time period, with 1 or more breakdown or road calls in the same time period
	5	In shop more than twice monthly, 2 or more breakdowns within one month time period
M&R Costs Incident Repair Not Included	1	Maintenance costs are less than or equal to 20% of replacement cost
	2	Maintenance costs are 21-40% of replacement cost
	3	Maintenance costs are 41-60% of replacement cost
	4	Maintenance costs are 61-80% of replacement cost
	5	Maintenance costs are greater than or equal to 81% of replacement costs
Condition	1	No visual damage or rust, good drive train
	2	Minor imperfections in body & paint, interior fair (no rips, tears, burns), good drive train
	3	Noticeable imperfections in body & paint surface, minor rust, minor damage for add-on equipment, worn interior (one or more rips, tears, burns) and weak or noisy drive train.
	4	Previous accident damage, poor paint & body condition, rust (holes), bad interior (rips, tears, cracked dash), major damage for add-on equipment and drive train component bad
	5	Previous accident damage, poor paint & body condition, rust (holes), bad interior (rips, tears, cracked dash), drive train is damaged or inoperative and major damage from add-on equipment
Point Ranges	Condition	Description
0-23	Excellent	Do Not Replace
24-28	Very Good	Re-evaluate for next year's budget
29-33	Good	Qualifies for replacement this year if M/R cost exceed 60% of cost
34-38	Fair	Qualifies for replacement this year if budget allows
39+	Poor	Needs priority replacement

Attachment: Fleet Replacement Policy (2021 - 38 : Consideration of Fleet Replacement Policy)

**Point Range Details for Heavy Equipment and Vehicles
Replacement Guidelines**

Factor	Points	Description
Age/Hours Usage Type of Service	1	Each year of Chronological Age
	1	Each 10,000 miles or 250 hours
	1	Standard duties as equipped
	2	Standard duties when used with attachments
	3	Multiple duties on seasons
	4	Extreme duties in harmful atmosphere (dust, salt, water, waste solids)
	5	Heavy Construction work including snow removal
Reliability PM Work Not Included	1	In shop one time within 3-month time period, no major breakdowns or road calls
	2	In shop one time within 3-month time period, with 1 breakdown or road call
	3	In shop more than once within 3-month time period, with 1 breakdown or road call
	4	In shop more than twice within one month time period, with 1 or more breakdown or road calls in the same time period
	5	In shop more than twice monthly, 2 or more breakdowns within one month time period
M&R Costs Incident Repair Not Included	1	Maintenance costs are less than or equal to 20% of replacement cost
	2	Maintenance costs are 21-40% of replacement cost
	3	Maintenance costs are 41-60% of replacement cost
	4	Maintenance costs are 61-80% of replacement cost
	5	Maintenance costs are greater than or equal to 81% of replacement costs
Condition	1	Good condition, fully functional
	2	Fair body, functional
	3	Minor body damage, weak operating system
	4	Severe damage, components not functional
	5	Extreme damage, inoperable.
Point Ranges	Condition	Description
0-23	Excellent	Do Not Replace
24-28	Very Good	Re-evaluate for next year's budget
29-33	Good	Qualifies for replacement this year if M/R cost exceed 60% of cost
34-38	Fair	Qualifies for replacement this year if budget allows
39+	Poor	Needs priority replacement

Attachment: Fleet Replacement Policy (2021 - 38 : Consideration of Fleet Replacement Policy)

Vehicle / Equipment Thresholds

Vehicle Category	Life Cycle	Mileage/ Eval. Points
Police Cars – Priority 1	8	150,000
Police Cars – Priority 2	12	200,000
Police SUV's	8	150,000
Police Sedans / SUV's	15	275,000
Light Trucks (1/2 - 3/4 ton)	7	65,000
Medium Trucks (3/4 - 2 Ton)	10	150,000
Heavy Trucks (over 2 ton)	12	175,000
Fire SUV's	5	65,000
Fire Apparatus - Front Line	10	150,000
Fire Apparatus - Back Up	20	250,000
Ambulance - Front Line	7	100,000
Ambulance - Back Up	14	200,000
Light Duty Shuttle	7	100,000
Tractor	20	34+
Mini Excavator	15	34+
Backhoe	15	34+
Skid Steer	15	34+

YEAR	MAKE	LICENSE	MODEL	VIN OR SN	COLOR	UNIT	DEPT	DEPT #	UNIT CODE
2016	FORD	GV0059F	F-250 SD LARIAT	1FT7W2B61HEB41586		1586	ANIMAL SHELTER	39150	522203
2003	FORD	GV68803	RANGER	1FTZR15E83PA77220		7220	ANIMAL SHELTER	39150	522203
2017	FORD	GV0081F	F-150 XLT	1FTEX1E86HFC37946		7946	ANIMAL SHELTER	39150	522203
2021	FORD	GV2882P	EXPLORER	1FM5K8AB6MGA07414		7414	COMMISSIONER	11000	522203
2014	FORD	GV6823D	EXPLORER XLT	1FM5K7B89EGB38173		8173	COMMISSIONER	11000	522203
2003	FORD	GV4835B	CROWN VICTORIA LX	2FAFP73W78X150648		0648	CORONER	37000	522203
2007	FREIGHTLINER	GV77341	M2106	1FVACWDD77HY10897		0897	CORONER	37000	522203
2007	FORD	GV4693C	EXPEDITION	1FMFU16537LA41606		1606	CORONER	37000	522203
2000	FORD	GV68854	F-150 XLT	1FTRF18W3YNA86911		6911	COUNTY EXTENSION	71000	522203
1999	FORD	GV50601	CROWN VICTORIA	2FAFP71W9XX165354		5354	COUNTY MANAGER	13200	522203
2014	FORD	GV4706D	EXPLORER	1FM5K8AR2EGA70637		0637	EMA	36100	522203
2007	FORD	GV77337	F-150	1FTRF14W27KC15923		5923	EMA	36100	522203
2005	FORD	GV77301	EXPLORER	1FMZU73K05UB63082		3082	EMG 911 SYSTEM	38000	522203
2004	FORD	BGL1165	EXPEDITION	1FMPU16WX4LA27310		7310	EMG 911 SYSTEM	38000	522203
2011	INTERNATIONAL	GV1674C	4300 SERIES	3HAMNAAMXCL610159		0159	FIRE DEPARTMENT	35000	522203
2017	KENWORTH	GV0076F	T370	1D9HHJ8X4JM760593		0593	FIRE DEPARTMENT	35000	522203
2017	KENWORTH	GV0076F	T370	1D9HHJ8X6JM760594		0594	FIRE DEPARTMENT	35000	522203
2018	KENWORTH	GV2588M	T370	1D9HHJ8X3KM760818		0818	FIRE DEPARTMENT	35000	522203
2018	FORD	GV4828J	F-550 SD XLT	1FD0X5HT2JEC10994		0994	FIRE DEPARTMENT	35000	522203
2020	FORD	GV9968N	F-450 SD XLT	1FDUF4HT0LDA01194		1194	FIRE DEPARTMENT	35000	522203
1999	AMERICAN LAFRANCE	GV0655E	CUSTOM PUMPER	4Z36EJC8YRF56750		6750	FIRE DEPARTMENT	35000	522203
2015	CHEVROLET	GV68806	TAHOE	1GNSK2EC5FR701825		1825	FIRE DEPARTMENT	35000	522203
2010	HME	GV4977C	SILVER FOX	44KFT4284AWZ22002		2002	FIRE DEPARTMENT	35000	522203
2000	AMERICAN LAFRANCE	GV2885P	METROPOLITAN FIRE ENGINE	4Z36MLCB2YRH12618		2618	FIRE DEPARTMENT	35000	522203
2000	AMERICAN LAFRANCE	GV2884P	CUSTOM TANKER	4Z36MLCB4YRH12622		2622	FIRE DEPARTMENT	35000	522203
2003	FORD	GV9488D	RV CUTAWAY E350 SD	1FDWE35S73HB43245		3245	FIRE DEPARTMENT	35000	522203
1982	FORD	GV68862	F800	74103750		3750	FIRE DEPARTMENT	35000	522203
2013	FORD	GV4099D	F-550 SD XLT	1FD0X5HT5DEB64582		4582	FIRE DEPARTMENT	35000	522203
2014	FORD	GV4705D	F-250 SD XLT	1FT7W2B68EEA54618		4618	FIRE DEPARTMENT	35000	522203
2003	FREIGHTLINER	GV68873	LUVERNE	1FVABUAK63HJ85221		5221	FIRE DEPARTMENT	35000	522203
2002	FREIGHTLINER	GV68872	LUVERNE	1FVABUAK83HJ85222		5222	FIRE DEPARTMENT	35000	522203
2017	FORD	GV0090F	F-550 SD XLT	1FD0X5HT9HE05761		5761	FIRE DEPARTMENT	35000	522203
2005	FREIGHTLINER	GV68895	KME	1FVACVDC65HV36317		6317	FIRE DEPARTMENT	35000	522203
2004	KENWORTH	GV50576	T300	2NKMLD9X64M066527		6527	FIRE DEPARTMENT	35000	522203
2004	KENWORTH	GV50556	T300	2NKMLD9X84M066528		6528	FIRE DEPARTMENT	35000	522203
1997	CHEVROLET		K-3500 PICKUP	1GVHK33F1VF026626		6626	FIRE DEPARTMENT	35000	522203
2016	FORD	GV0056F	EXPEDITION XL	1FMJU1GT5HEA26909		6909	FIRE DEPARTMENT	35000	522203
2015	KENWORTH	GV0004F	T-270	2NKHMM6HXM446974		6974	FIRE DEPARTMENT	35000	522203
2010	FREIGHTLINER	GV96702	FL70	1FVACWDU4ADAP7001		7001	FIRE DEPARTMENT	35000	522203
1988	FORD	GV50586	F800	1FDXK84A7JVA47018		7018	FIRE DEPARTMENT	35000	522203
1989	CHEVROLET	GV68866	C-70	1G8M7D180HV107122		7122	FIRE DEPARTMENT	35000	522203
2002	SUTPHEN	GV4806J	QUINT LADDER TRUCK	1S9A7LLD022003009		3009	FIRE DEPARTMENT	35000	522203
2019	FORD	GV0160N	F-450 SD XLT	1FDUF4HT8KDA17299		7299	FIRE DEPARTMENT	35000	522203
2016	FORD	GV0067F	F-450 SD XLT	1FDUF4HT4GE98015		8015	FIRE DEPARTMENT	35000	522203
2015	CHEVROLET	GV0135D	TAHOE SUV	1GNSK3EC7FR689165		9165	FIRE DEPARTMENT	35000	522203
2020	FORD	GV2883P	F-150	1FTEW1P49LKF19527		9527	FIRE DEPARTMENT	35000	522203
2017	FORD	GV4825J	E-450 SD LARIAT	1FDUF4HT0HEF49973		9973	FIRE DEPARTMENT	35000	522203
1992	FORD	GV8227C	F-450	2FDLF47M2NCA53418		3418	FIRE DEPARTMENT	35000	522203
	MILLER		BOBCAT 250	0615H		0615	FLEET MAINT EQUIP	49000	522201
2005	FORD	GV77383	TAURUS SE	1FAHP53U55A274067		4067	FLEET MAINT.	49000	522203
2017	FORD	GV4816J	F-350 SD XL	1FDRF3D67HED45199		5199	FLEET MAINT.	49000	522203
2006	FORD	GV50598	RANGER	1FTYR15E66PA54471		4471	HEALTH DEPT	51700	522203
2006	FORD	GV50599	RANGER	1FTYR15E86PA54472		4472	HEALTH DEPT	51700	522203
2006	FORD	GV50600	RANGER	1FTYR15E66PA49058		9058	HEALTH DEPT	51700	522203
1989	CHEVROLET	GV68864	C-70	1GBM7D1E1KV114243		4243	PARK & REC	61200	522203
2013	FORD	GV4100D	F-150 XLT	1FTMF1CM3FGF04432		4432	PARK & REC	61200	522203
1998	TOYOTA	GV77303	4 RUNNER LIMITED	JT3GN87R6W0064463		4463	PARK & REC	61200	522203
2017	FORD	GV0066F	F-150 XLT	1FTMF1C85HFA54488		4488	PARK & REC	61200	522203
	JOHN DEERE		970 TRACTOR W/LOADER	W00440X017278		7278	PARK & REC	61200	522201
	JOHN DEERE		750 TRACTOR	CH3043D013240		3240	PARK & REC	61200	522201
1993	FORD	GV77335	F-150	2FTDF15NXPXA98886		8886	PARK & REC	61200	522203
2020	FORD	GV2199P	F-150 XL	1FTEW1E55LFC11355		1355	PLANNING	74000	522203
2020	FORD	GV2300P	F-150 XL	1FTFX1E57LFC11357		1357	PLANNING	74000	522203
2016	FORD	GV0021F	ESCAPE SE	1FMCU9GGUB62586		2586	PLANNING	74000	522203
2018	FORD	GV0092F	F-150XLT	1FTEX1EB5JFA32975		2975	PLANNING	74000	522203
2019	FORD	GV0173N	F-150 XL	1FTEX1CB5KKF20027		0027	PUBLIC BUILDINGS	15650	522203
2017	FORD	GV4172M	TRANSIT-350 XLT	1FBZX2ZG5SK11666		1666	PUBLIC BUILDINGS	15650	522203
2007	FORD	GV77345	E-350 ECONOLINE SD	1FBSS31LX7DA93775		3775	PUBLIC BUILDINGS	15650	522203
2003	FORD	GV68883	RANGER	1FTZR15E83PA77221		7221	PUBLIC BUILDINGS	15650	522203
2017	FORD	GV4810J	TRANSIT 150	1FTYE12M1HK827792		7792	PUBLIC BUILDINGS	15650	522203
2017	FORD	GV4809J	TRANSIT-350 XLT	1FBZX2ZG5HKB38362		8362	PUBLIC BUILDINGS	15650	522203
2018	FORD	GV4818J	F-150 XLT	1FTEX1E5XJKC28752		8752	PUBLIC BUILDINGS	15650	522203
2019	FORD	GV0157N	F-150 XL	1FTFW1E58KFC32395		2395	PUBLIC WORKS ADMIN	41000	522203
2001	CHEVROLET	GV68876	SILVERADO 1500	2GCEK19T711335068		5068	PUBLIC WORKS ADMIN	41000	522203
1996	CHEVROLET	GV68844	KODIAK	1GBM7H1J7TJ100473		0473	ROAD DEPARTMENT	42000	522203
2005	DODGE	GV6825D	R-1500 PICK UP	1D7HA18N45J570886		0886	ROAD DEPARTMENT	42000	522203
2019	FORD	GV0158N	F-150 XL	1FTFW1E5XKFC32396		2396	ROAD DEPARTMENT	42000	522203
2017	MACK	GV0035F	GU713	1M2AX04C0HM032631		2631	ROAD DEPARTMENT	42000	522203
2020	MACK	GV7719P	GR64F	1M2GR2GC5MM023574		3574	ROAD DEPARTMENT	42000	522203
1989	CHEVROLET	GV68865	LITTLE SPREADER TRUCK C 70	1GBM7D1EXKV114189		4189	ROAD DEPARTMENT	42000	522203
2017	FORD	GV0079F	F-150 XL	1FTMF1EFXHF854825		4825	ROAD DEPARTMENT	42000	522203
2017	FORD	GV0047F	F-150 XL	1FTMF1EF1HFB54826		4826	ROAD DEPARTMENT	42000	522203
2015	FORD	GV50558	F-250 SD XL	1FTBF2B66FEA35139		5139	ROAD DEPARTMENT	42000	522203
2000	FORD	GV68851	F-150	1FTRF18W5YNA95321		5321	ROAD DEPARTMENT	42000	522203
2020	MACK	GV0172N	GR64F	1M2GR2GCXLM016070		6070	ROAD DEPARTMENT	42000	522203
2020	FORD	GV0159N	F-150	1FTMF1E59KKE16890		6890	ROAD DEPARTMENT	42000	522203

2001	FORD	GV68886	F-550 SD	1FDAF56F71EB67046	7046	ROAD DEPARTMENT	42000	522203
2011	MACK	GV0057F	CHU613	1M1AN12Y4BM007544	7544	ROAD DEPARTMENT	42000	522203
2000	MACK	GV68848	RD6885	1M2P270C5YM048136	8136	ROAD DEPARTMENT	42000	522203
2000	FORD	GV68825	F-150	1FTFR18LXNA08373	8373	ROAD DEPARTMENT	42000	522203
2017	MACK	GV4811J	GU713	1M2AX04C6JM039217	9217	ROAD DEPARTMENT	42000	522203
1985	GMC	GV68843	BRIGADOER	1GDT9C4C7FV629285	9285	ROAD DEPARTMENT	42000	522203
2016	FORD	GV0012F	F-250 SD XL	1FTBF2B6XGEA59509	9509	ROAD DEPARTMENT	42000	522203
2016	FORD	GV0011F	F-250 SD XL	1FTBF2B66GEA59510	9510	ROAD DEPARTMENT	42000	522203
1987	MICHIGAN/VOLVO	na	L120	L12060173AH	0173	ROAD DEPARTMENT	42000	522201
2003	CAT	na	420D	0420DCFPD10197	0197	ROAD DEPARTMENT	42000	522201
2017	CAT	na	430F	CAT0430FL HWE00346	0346	ROAD DEPARTMENT	42000	522201
	LEE BOY	na	400	0724	0724	ROAD DEPARTMENT	42000	522201
	CAT	na	320BL	6CR01007	1007	ROAD DEPARTMENT	42000	522201
1995	JOHN DEERE	na	544G	DW544GD551026	1026	ROAD DEPARTMENT	42000	522201
2004	JOHN DEERE	na	270	T00270B931204	1204	ROAD DEPARTMENT	42000	522201
2019	KUBOTA	na	KK057-4	KBCK0574E K3E31427	1427	ROAD DEPARTMENT	42000	522201
1985	CAT	na	130G	7GB01818	1818	ROAD DEPARTMENT	42000	522201
2012	LEE BOY	na	8510B	82017	2017	ROAD DEPARTMENT	42000	522201
2015	JOHN DEERE	na	672G	1DW672GPC EF6622230	2230	ROAD DEPARTMENT	42000	522201
	KOTMATSU	na	D39PX-21	KMT0D014C 01002292	2292	ROAD DEPARTMENT	42000	522201
2020	JOHN DEERE	na	5100M	1LV5100MC LK404094	4094	ROAD DEPARTMENT	42000	522201
2020	JOHN DEERE	na	5100M	1LV5100MP LK404101	4101	ROAD DEPARTMENT	42000	522201
2015	SUPERIOR	na	DT 80 K	814824	4824	ROAD DEPARTMENT	42000	522201
	INGERSOLLRAND	na	DD70	155129	5129	ROAD DEPARTMENT	42000	522201
2001	JOHN DEERE	na	KV5320	LV5320P236081	6081	ROAD DEPARTMENT	42000	522201
2019	KUBOTA	na	SVL95-2S	KBCC0953A K1C46176	6176	ROAD DEPARTMENT	42000	522201
2019	JOHN DEERE	na	6110M	1L06110MA HH886760	6760	ROAD DEPARTMENT	42000	522201
2010	JOHN DEERE	na	6330	L06330H600897	0897-1	ROAD DEPARTMENT	42000	522201
2017	JOHN DEERE	na	6110	1L06110MC HH886750	6750A	ROAD DEPARTMENT	42000	522201
2009	FORD	GV96701	RV CUTAWAY E-350 SD	1FDEE35559DA92534	2534	SENIOR CENTER	55200	522203
2005	ACURA	GV6712M	MDX	2HNYD18255H545501	5501	SENIOR CENTER	55200	522203
2002	FORD	GV50636	WINDSTAR	2FMZA51433BA19674	9674	SENIOR CENTER	55200	522203
2006	FORD	AA66386	CROWN VICTORIA	2FAHP71W06X142410	2410	SHERIFFS ADMINISTRATIVE	33000	522203
2004	CHEVROLET	PIA9369	TRAIL BLAZER	1GNDT135642114646	4646	SHERIFFS ADMINISTRATIVE	33000	522203
2012	DODGE	GV2593M	CHARGER	2C35DXAT4CH288094	8094	SHERIFFS ADMINISTRATIVE	33000	522203
2020	CHEVROLET	CS122	TAHOE	1GNSKDECSLR301531	1531	SHERIFFS ADMINISTRATIVE	33000	522203
2021	CHEVROLET	PENDING	TAHOE	1GNSKLEDXMR324078	4078	SHERIFFS ADMINISTRATIVE	33000	522203
2015	FORD		TAURUS	1FAHP2MK6EG100047	0047	SHERIFFS CID	33210	522203
2011	CHEVROLET	RCP1011	CAPRICE PPV	6G1MKST25BL561278	1278	SHERIFFS CID	33210	522203
2011	CHEVROLET	BBL4600	CAPRICE PPV	6G1MKST23BL561280	1280	SHERIFFS CID	33210	522203
2011	CHEVROLET	AYJ7642	CAPRICE PPV	6G1MKST29BL562918	2918	SHERIFFS CID	33210	522203
2003	FORD	GV77338	ECONOLINE E-250	1FTNE24L03HA83684	3684	SHERIFFS CID	33210	522203
2018	FORD	PSD9205	EXPLORER	1FM5K8AR1JG94945	4945	SHERIFFS CID	33210	522203
2015	DODGE	BLC0074	CHARGER	2C3CDXAT1FH845015	5015	SHERIFFS CID	33210	522203
2005	FORD	ABG7585	ESCAPE	1FMYU03115DA16425	6425	SHERIFFS CID	33210	522203
2019	FORD	RLV1722	F-150	1FTEW1E59KFA68070	8070	SHERIFFS CID	33210	522203
2016	FORD	ADR0910	EXPLORER	1FM5K8AR3GG661082	1082A	SHERIFFS CID	33210	522203
2021	CHEVROLET	PENDING	TAHOE	1GNSKLED7MR346975		SHERIFFS CID	33210	522203
2012	FORD		EXPEDITION	1FMJU1G51CEF52254	2254	SHERIFFS COURT SVCS	33600	522203
2011	FORD	GV9743A	CROWN VICTORIA	2FABP7BV9BX103501	3501	SHERIFFS COURT SVCS	33600	522203
2011	FORD	GV9744A	CROWN VICTORIA	2FABP7BV0BX103502	3502	SHERIFFS COURT SVCS	33600	522203
2014	DODGE	GV7766D	CHARGER	2C3CDXAG7EH186939	6939	SHERIFFS COURT SVCS	33600	522203
2014	DODGE	GV7767D	CHARGER	2C3CDXAG3EH186940	6940	SHERIFFS COURT SVCS	33600	522203
2008	FORD	GV77381	CROWN VICTORIA	2FAFP1V18X147777	7777	SHERIFFS COURT SVCS	33600	522203
2005	FORD	GV50590	CROWN VICTORIA	2FAFP7W45X169552	9552	SHERIFFS COURT SVCS	33600	522203
2011	FORD	GV1779B	CROWN VICTORIA	2FAFP7BV9BX120458	0458	SHERIFFS DETENTION CENTER	33260	522203
2010	FORD	GV96705	CROWN VICTORIA	2FAFP7BV5AX130676	0676	SHERIFFS DETENTION CENTER	33260	522203
2012	CHEVROLET		CAPRICE	6G1MSU31CL631626	1626	SHERIFFS DETENTION CENTER	33260	522203
2017	FORD	GV0085F	EXPLORER	1FM5K8AR4HGD22277	2277	SHERIFFS DETENTION CENTER	33260	522203
2013	DODGE	GV8229C	CHARGER	2C3CDXAG2DH612762	2762	SHERIFFS DETENTION CENTER	33260	522203
2013	DODGE	GV7937C	CHARGER	2C3CDXAG6DH612764	2764	SHERIFFS DETENTION CENTER	33260	522203
2011	FORD	GV4342B	CROWN VICTORIA	2FAFP7BV2BX143290	3290	SHERIFFS DETENTION CENTER	33260	522203
2017	FORD	GV0052F	EXPLORER	1FM5K8AR6HGA63422	3422	SHERIFFS DETENTION CENTER	33260	522203
2014	DODGE		CHARGER	2C3CDXAT2EH173500	3500	SHERIFFS DETENTION CENTER	33260	522203
2019	FORD	GV6704M	F-250 SD XLT	1FT7W2B60KEC94743	4743	SHERIFFS DETENTION CENTER	33260	522203
2005	FORD	GV50594	ECONOLINE E-350 SD	1FTSS34L45HB46600	6600	SHERIFFS DETENTION CENTER	33260	522203
2001	FORD	GV9489D	CROWN VICTORIA	2FAFP71WX1X157285	7285	SHERIFFS DETENTION CENTER	33260	522203
2008	FORD	GV77378	CROWN VICTORIA	2FAFP71V68X147774	7774	SHERIFFS DETENTION CENTER	33260	522203
2017	FORD	GV0048F	EXPLORER	1FM5K8AR7HGA48668	8668	SHERIFFS DETENTION CENTER	33260	522203
2000	CHEVROLET	PKP1530	SILVERADO 1500	1GCEK14T7YZ130634	0634	SHERIFFS UNIFORM PATROL	33230	522203
2020	CHEVROLET		TAHOE	1GNSKDEC3LR301494	1494	SHERIFFS UNIFORM PATROL	33230	522203
2020	CHEVROLET		TAHOE	1GNSKDEC6LR301523	1523	SHERIFFS UNIFORM PATROL	33230	522203
2007	FORD	RCC9601	EXPEDITION	1FMFU16547LA42117	2117	SHERIFFS UNIFORM PATROL	33230	522203
2017	FORD	GV0086F	EXPLORER	1FM5K8AR0HGD22276	2276	SHERIFFS UNIFORM PATROL	33230	522203
2013	DODGE	GV7936C	CHARGER	2C3CDXAG4DH612763	2763	SHERIFFS UNIFORM PATROL	33230	522203
2013	DODGE	GV9936V	CHARGER	2C3CDXAG1DH612767	2767	SHERIFFS UNIFORM PATROL	33230	522203
2019	FORD	GV6711M	TAURUS	1FAHP2MT5KG113005	3005	SHERIFFS UNIFORM PATROL	33230	522203
2019	FORD	GV6705M	TAURUS	1FAHP2MT7KG113006	3006	SHERIFFS UNIFORM PATROL	33230	522203
2019	FORD	GV6706M	TAURUS	1FAHP3MT9KG113007	3007	SHERIFFS UNIFORM PATROL	33230	522203
2019	FORD	GV6707M	TAURUS	1FAHP2MT0KG113008	3008	SHERIFFS UNIFORM PATROL	33230	522203
2019	FORD	GV6708M	TAURUS	1FAHP2MT2KG113009	3009	SHERIFFS UNIFORM PATROL	33230	522203
2013	DODGE	GV9334C	CHARGER	2C3CDXAG8DH612765	2765	SHERIFFS UNIFORM PATROL	33230	522203
2013	FORD	GV0058F	TAURUS	1FAHP2MT5DG123309	3309	SHERIFFS UNIFORM PATROL	33230	522203
2017	FORD	GV0047F	EXPLORER	1FM5K8AR6HGA63419	3419	SHERIFFS UNIFORM PATROL	33230	522203
2017	FORD	GV0054F	EXPLORER	1FM5K8AR2HGA63420	3420	SHERIFFS UNIFORM PATROL	33230	522203
2017	FORD	GV0045F	EXPLORER	1FM5K8AR4HGA63421	3421	SHERIFFS UNIFORM PATROL	33230	522203
2006	FORD	GV6824D	F-150	1FTPW14V86KC84936	4936	SHERIFFS UNIFORM PATROL	33230	522203

2016	FORD	GV0037F	EXPLORER	1FM5K8AR0GGD05409		5409	SHERIFFS UNIFORM PATROL	33230	522203
2020	CHEVROLET	GV9965N	TAHOE	1GNSKDEC6LR286618		6618	SHERIFFS UNIFORM PATROL	33230	522203
2020	CHEVROLET	GV9966N	TAHOE	1GNSKDEC9LR286662		6662	SHERIFFS UNIFORM PATROL	33230	522203
2002	CHEVROLET	GV77325	TAHOE	1GNEK13Z42J256792		6792	SHERIFFS UNIFORM PATROL	33230	522203
2014	DODGE	GV6826D	CHARGER	2C3CDXAG1EH186936		6936	SHERIFFS UNIFORM PATROL	33230	522203
2014	DODGE	GV6827D	CHARGER	2C3CDXAG3EH186937		6937	SHERIFFS UNIFORM PATROL	33230	522203
2014	DODGE	GV6828D	CHARGER	2C3CDXAG5EH186938		6938	SHERIFFS UNIFORM PATROL	33230	522203
2014	DODGE	GV7768D	CHARGER	2C3CDXAG5EH186941		6941	SHERIFFS UNIFORM PATROL	33230	522203
2021	CHEVROLET		TAHOE	1GNSKLED1MR297109		7109	SHERIFFS UNIFORM PATROL	33230	522203
2021	CHEVROLET		TAHOE	1GNSKLEDXMR347649		7649	SHERIFFS UNIFORM PATROL	33230	522203
2015	DODGE	GV0017F	CHARGER	2C3CDXKT9FH908201		8201	SHERIFFS UNIFORM PATROL	33230	522203
2015	DODGE	GV0018F	CHARGER	2C3CDXKT0FH908202		8202	SHERIFFS UNIFORM PATROL	33230	522203
2017	FORD	GV2589M	EXPLORER	1FM5K8AR4HGC78667		8667	SHERIFFS UNIFORM PATROL	33230	522203
2015	DODGE	GV0023F	CHARGER	2C3CDXAT3FH928820		8820	SHERIFFS UNIFORM PATROL	33230	522203
2005	FORD	GV50574	ESCAPE	1FMYU93165KC20640		0640	TAX ASSESSOR	15500	522203
2008	FORD	GV77374	ESCAPE	1FMCU93118KC72417		2417	TAX ASSESSOR	15500	522203
2015	FORD	GV0499C	E-350 SD	1FDEE3F54FDA12893		2893	TRANSIT	55400	522203
2016	FORD	GV0025F	E-350 SD	1FDEE3F55GDC23408		3408	TRANSIT	55400	522203
2022	FORD		E-450 SD LARIAT	1FDEE3FN0NDC14090		4090	TRANSIT	55400	522203



Lumpkin County, Georgia

Board of Commissioners Department

Date: July 6, 2021

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

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

LUMPKIN COUNTY RESOLUTION NO. 2021 – 41

**A RESOLUTION TO APPOINT
A MEMBER TO
THE LUMPKIN COUNTY AUDIT COMMITTEE**

Whereas, Lumpkin County Board of Commissioners approved a committee to discuss financial and audit issues, to gather and exchange information and for other purposes, which is known as the Lumpkin County Audit Committee; and

Whereas, the Lumpkin County Audit Committee is made up of nine members, with Seats 1 through 5 being appointed annually and Seats 6 through 9 being designated by position, as set out in Lumpkin County Resolution No. 2015-48; and

Whereas, the Board of Commissioners desires to appoint a member to serve in Seat 5 to fill the remainder of an unexpired term;

Now therefore, it is hereby resolved that the following person is appointed to the Lumpkin County Audit Committee for the Seat and Term as set out below:

Position/Name:	Seat No.	Term Expiring:
Citizen – Charles Jones, III	5	December 31, 2021

Resolved, adopted and effective this 20th day of July, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: July 6, 2021

Agenda Item: Appoint/Reappoint Members to Planning Commission

Item Description: 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.

<Insert Resolution Here>

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: July 6, 2021

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

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

LUMPKIN COUNTY RESOLUTION NO. 2021 -43

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

Whereas, the Lumpkin County Board of Elections and Registration has reported that Seat One is vacant;
and

Whereas, the Republican Party of Lumpkin County has advised that it wishes to appoint Ben English to Seat One for the remainder of the unexpired term; and

Whereas, the Seat Five is also vacant and the Lumpkin County Board of Commissioners desires to appoint Rhonda Sheppard to Seat Five;

Now therefore, it is hereby resolved that:

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

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

Resolved, adopted and effective this 20th day of July, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:
Ben English Affidavit

LUMPKIN COUNTY

STATE OF GEORGIA

AFFIDAVIT OF APPOINTMENT

The executive committee of the Republican Party, in accordance with Act No.687 (H. B. 1159) (2006), hereby appoint the following person to serve on the Lumpkin County Board of Elections and Registration, Seat 1, to fill the unexpired term, having a term of office till December 31, 2022.

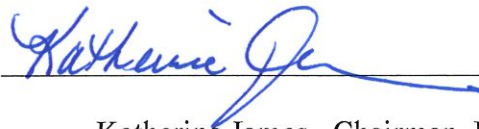
Name: Ben English

Residential Address: 211 Timberline
Trail, Dahlonega, GA
30533

Phone: 904 333-1787

This 18 day of June, 2021

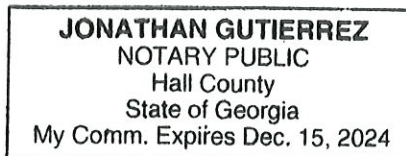
Republican Party of Lumpkin County, Georgia



Katherine James, Chairman, LCRP

Sworn and subscribed this
18 day of June, 2021


 Notary Public, my commission
 expires: 12/15/24



Attachment: Ben English Affidavit (2021 - 43 : Appoint Members to Board of Elections - Ben English to Seat 1 and Rhonda Sheppard to Seat 5)



Lumpkin County, Georgia

Board of Commissioners Department

Date: July 6, 2021

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

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

<Insert Resolution Here>

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Planning Department

Date: July 6, 2021

Agenda Item: Consideration of Revision to Short Term Rental License Ordinance

Item Description: DISCUSS REVISIONS TO CHAPTER 12, BUSINESS REGULATIONS AND LICENSING

Facts and Summary:

The following revisions for the Board to discuss have been found through daily operations and have also been influenced over the past year by the County switching to a third-party system as well as the passage of GA HB 317. Through daily operations it was found that the late fee of 10% was mistakenly left out of the updated resolution in 2018. Staff has also found that verbiage is needed to address consequences if a Short-Term Rental property is in operation without a short-term rental license.

In 2020, Lumpkin County contracted with a third-party system, Host Compliance, to collect the county's hotel/motel tax, provide for short-term rental licenses, identify non-compliant rental properties and provide 24-7 complaint hot-line. The language in the ordinance should to be updated to reflect this change.

As of July 1st 2021, Georgia HB 317 went into effect. This law states that third-party rental platforms (Airbnb, VRBO, HomeAway, etc....) are responsible for collecting and remitting the hotel/motel tax to the county. This changes both how and who the county receives the hotel/motel tax from.

Item Description: There are nine items staff is recommending the board discuss:

1. Revise Lumpkin County Business Regulations and Licensing (Sec. 12-29(a)) by replacing "November 15" with "December 31."
2. Revise Lumpkin County Business Regulations and Licensing (Sec. 12-29(b)) by adding "for existing businesses."
3. Revise Lumpkin County Business Regulations and Licensing (Sec.12-103(a)) by adding "The annual fees for the issuance of a short-term rental host license shall be established by resolution and shall be set forth in the County Fee Schedule in Chapter 18, Fees and Other Charges."
4. Revise Lumpkin County Business Regulations and Licensing (Sec. 12-103(b)) by adding "In the event that any person commences a new business on any date after January 1, the short-term rental host license shall be due and payable 30 days following the commencement of the business."
5. Revise and add Lumpkin County Business Regulations and Licensing (Sec. 12-103(e)) by adding "A penalty of ten percent per month of the amount of the short-term rental host license shall be imposed upon payments, for existing businesses, made after December 31."
6. Revise and add Lumpkin County Business Regulations and Licensing (Sec. 12-103(f)) "Operation of a short-term rental business for more than 30 days without payment of the required short-term rental host license is a violation of this article, and the business will be given a warning and be required to pay a penalty of three times the required short-term rental host license fee due. If the short-term rental host license and the penalty are not paid within ten calendar days of the date of the warning, a citation will be issued."
7. Revise Lumpkin County Business Regulations and Licensing (Sec. 12-106 (a)(5)) by replacing "Lumpkin County Finance Office" with "Lumpkin County's third-party system."
8. Revise Lumpkin County Business Regulations and Licensing (Sec. 12-106 (a)(5)) by replacing "remit all

applicable hotel/motel tax proceeds” with “to renew short-term rental license each year.”

9. Revise Lumpkin County Business Regulations and Licensing (Sec. 12-106) by adding “Parties that do not use third party rental platforms (Airbnb, VRBO, HomeAway, etc..) that remit hotel/motel tax on the short-term rental owner’s behalf, are responsible for remitting all applicable hotel/motel tax proceeds through Lumpkin County’s third-party system.”

Potential Course of Action:

1. Approve all nine revisions to the Business Regulations and Licensing regulations (Chapter 12)
2. Approve revisions with changes to the Business Regulations and Licensing regulations (Chapter 12)
3. Do not approve revisions to the Business Regulations and Licensing regulations (Chapter 12)

Budgetary Impact:

None

Staff Recommendation:

Staff recommends COA 1

The annual fees for the issuance of a short-term rental host license shall be established by resolution and shall be set forth in the County Fee Schedule in Chapter 18, Fees and Other Charges.

LUMPKIN COUNTY RESOLUTION NO. 2021 – 45

**A RESOLUTION TO AMEND
CHAPTER 12 – BUSINESS REGULATIONS AND LICENSING
OF THE CODE OF ORDINANCES OF LUMPKIN COUNTY**

Whereas, the Lumpkin County Planning Department has reviewed Chapter 12 – Business Regulations and Licensing of the Code of Ordinances of Lumpkin County and has recommended certain administrative and minor revisions as set forth below:

1. Revise Lumpkin County Business Regulations and Licensing (Sec. 12-29(a)) by replacing “November 15” with “December 31.”
2. Revise Lumpkin County Business Regulations and Licensing (Sec. 12-29(b)) by adding “for existing businesses” and deleting the last sentence so that it reads: “A penalty of ten percent per month of the amount of occupation tax payable shall be imposed upon payments, for existing businesses, made after December 31.”
3. Revise Lumpkin County Business Regulations and Licensing (Sec.12-103(a)) to read: “The annual fees for the issuance of a short-term rental host license shall be established by resolution and shall be set forth in the County Fee Schedule in Chapter 18, Fees and Other Charges.”
4. Revise Lumpkin County Business Regulations and Licensing (Sec. 12-103(b)) by adding “In the event that any person commences a new business on any date after January 1, the short-term rental host license shall be due and payable 30 days following the commencement of the business.”
5. Revise and add Lumpkin County Business Regulations and Licensing (Sec. 12-103(e)) by adding “A penalty of ten percent per month of the amount of the short-term rental host license shall be imposed upon payments, for existing businesses, made after December 31.”
6. Revise and add Lumpkin County Business Regulations and Licensing (Sec. 12-103(f)) “Operation of a short-term rental business for more than 30 days without payment of the required short-term rental host license is a violation of this article, and the business will be given a warning and be required to pay a penalty of three times the required short-term rental host license fee due. If the short-term rental host license and the penalty are not paid within ten calendar days of the date of the warning, a citation will be issued.”
7. Revise Lumpkin County Business Regulations and Licensing (Sec. 12-106 (a)(5)) by replacing “Lumpkin County Finance Office” with “Lumpkin County’s third-party system.”
8. Revise Lumpkin County Business Regulations and Licensing (Sec. 12-106 (a)(5)) by replacing “remit all applicable hotel/motel tax proceeds” with “to renew short-term rental license each year.”
9. Revise Lumpkin County Business Regulations and Licensing (Sec. 12-106 (a)) by including a new provision as Sec. 12-106(a)(6) and renumbering the subsequent provisions accordingly. The new Sec. 12-106(a)(6) shall read: “Parties that do not use third party rental platforms (Airbnb, VRBO, HomeAway, etc..) that remit hotel/motel tax on the short-term rental owner’s behalf, are responsible for remitting all applicable hotel/motel tax proceeds through Lumpkin County’s third-party system.”

Whereas, the Lumpkin County Board of Commissioners desires to approve and adopt the recommended revisions set forth above;

Now, therefore, it is hereby resolved by the Board of Commissioners that the recommended revisions to Chapter 12 – Business Regulations and Licensing of the Code of Ordinances of Lumpkin County set forth above and as attached hereto as Exhibit “A” are hereby approved and adopted, and

It is further resolved that Chapter 12 – Business Regulations and Licensing of the Code of Ordinances of Lumpkin County shall be revised accordingly.

Resolved, adopted and effective this 20th day of July, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:

Revised Updated STR Ordinance

PART II - CODE OF ORDINANCES
Chapter 12 - BUSINESS REGULATIONS AND LICENSING
ARTICLE IV. SHORT-TERM RENTAL HOST LICENSE

ARTICLE II. - BUSINESS REGISTRATION AND OCCUPATION TAX

Sec. 12-29. When tax due and payable; penalties; interest.

- (a) The occupation tax shall be due and payable annually on or before ~~November 15~~ December 31 each year. In the event that any person commences a new business on any date after January 1, the occupation tax shall be due and payable 30 days following the commencement of the business.
- (b) A penalty of ten percent per month of the amount of occupation tax payable shall be imposed upon payments, for existing businesses, made after ~~November 15 but before December 31. In the case of businesses in operation on January 1 of said year and upon any payment for a new profession, trade or calling begun in Lumpkin County if said occupation tax payment is not made within 90 days of commencing business.~~
- (c) Operation of a business for more than 30 days without payment of the required occupation tax is a violation of this article and the business will be given a warning and be required to pay a penalty of three times the required occupation tax due. If the occupational tax and the penalty is not paid within ten calendar days of the date of the warning a citation will be issued.

(Res. No. 2004-12, (Exh. A)§ 10, 4-15-2004)

ARTICLE IV. SHORT-TERM RENTAL HOST LICENSE

Sec. 12-100. Purpose.

The purpose of this article is to establish regulations for the use of a residential structure or part thereof as a short-term rental in order to support the Lumpkin County Comprehensive Plan while minimizing the negative, secondary effects on surrounding properties, to ensure proper safety precautions are in place, and to facilitate the collection and payment of hotel/motel taxes.

(Res. No. 2018-66, 12-18-2018)

Sec. 12-101. Definitions.

As used in this article, the following terms shall have the meanings ascribed to them in this section:

Bedroom. A room that is intended primarily for sleeping as reflected on the building permit, tax assessors records or site inspection.

County. Unincorporated Lumpkin County.

Compensation. Remuneration or anything of economic value that is provided, promised or donated primarily in exchange for services rendered. This includes, but is not limited to, voluntary donations, and fee-sharing.

Director. The Planning Director or his or her designee.

Guest. Any person or persons renting a short-term rental.

Owner. (Innkeeper) Any person who, alone or with others, has title or interest in any residential structure, building, property, or portion thereof, with or without accompanying actual possession thereof, including any person who, as tenant, agent, executor, administrator, trustee, or guardian of an estate, has charge, care, or control of any short-term rental use.

Person. Any individual, firm, corporation, association, governmental entity, or partnership and its agents or assigns.

Responsible party. An individual(s) with the legal authority to make and act on decisions of tenancy, building maintenance, complaints and repairs relating to applicable safety codes. The responsible party must be available as a point of contact for the county as well as any short-term rental guest(s) for the duration of the stay in the short-term rental. The responsible party shall be available twenty-four hours per day, seven days per week for the purpose of responding within two hours to complaints related to the short-term rental and taking remedial action to resolve such complaints.

Short-term rental advertisement. Any method of soliciting use of a lodging accommodation or any part thereof for short-term rental purposes.

Short-term rental. A lodging accommodation offered to transient guests for a period of time not to exceed 30 consecutive days.

Short-term rental host. (Innkeeper) Any person who is the owner of a lodging accommodation or any part thereof that is offered for short-term rentals for periods of 30 days or less and who is responsible for applying for a short-term rental host application and fee.

Short-term rental host (Innkeeper) registry. A log of information maintained by the short-term rental host. This log will include the date, number of guests and length of stay.

Small lodging. Small lodging means any facility or parcel used to provide short-term accommodations to lodgers in 25 or fewer rooms or other units including hostels, B&B's, or other similar facilities.

(Res. No. 2018-66, 12-18-2018)

Sec. 12-102. License required.

It is unlawful for any person to operate or advertise as a short-term rental within the county without a valid occupational tax certificate and a valid short-term rental host license issued pursuant to this article for each short-term rental.

(Res. No. 2018-66, 12-18-2018)

Sec. 12-103. License fee and license term.

(a) The annual fees for the issuance of a short-term rental host license shall be established by resolution and shall be set forth in the County Fee Schedule in Chapter 18, Fees and Other Charges.

- (b) A short-term rental host license shall expire December 31st of each year and must be renewed annually. In the event that any person commences a new business on any date after January 1, the short-term rental host license shall be due and payable 30 days following the commencement of the business.
- (c) Short-term rental host licenses are non-transferable.
- (d) This license applies to all short-term rentals in unincorporated Lumpkin County.
- (e) A penalty of ten percent per month of the amount of the short-term rental host license shall be imposed upon payments, for existing businesses, made after December 31.
- (f) Operation of a short-term rental business for more than 30 days without payment of the required short-term rental host license is a violation of this article, and the business will be given a warning and be required to pay a penalty of three times the required short-term rental host license fee due. If the short-term rental host license and the penalty are not paid within ten calendar days of the date of the warning, a citation will be issued.

(Res. No. 2018-66, 12-18-2018)

Sec. 12-104. License investigation and issuance of short-term rental host.

Upon receipt of a completed application for the issuance or renewal of a short-term host license, the planning office may inspect the short-term rental for compliance with all applicable laws, rules, and regulations.

(Res. No. 2018-66, 12-18-2018)

Sec. 12-105. License applications.

- (a) Short-term rental host license:
 - (1) Application for the issuance, renewal or change of ownership of a short-term rental host license shall be provided to the planning department on the form provided by the planning department and comply with requirements set out in this article.
 - (2) The applicant shall be the owner(s) of the property listed on the application to be used as a short-term rental. If applicant is a business entity, the name of the authorized agent shall be provided on the short-term rental host application.

(Res. No. 2018-66, 12-18-2018)

Sec. 12-106. Short-term rental host general provisions.

- (a) All short-term rental hosts must comply with the following:
 - (1) Provide documentation and a signed declaration of compliance attesting to compliance with subsections (1) through (9) below.
 - (2) Provide local contact (responsible party) information to all short-term rental guests during a guest's stay. The person designated by the owner as the responsible party shall be available twenty-four hours per day, seven days per week for the purpose of responding within two hours to complaints related to the short-term rental and taking remedial action to resolve such complaints.
 - (3) Comply with all applicable laws, rules and regulations pertaining to the use and occupancy of a short-term rental.
 - (4) Post the following information in a conspicuous place within the short-term rental:

(Supp. No. 12)

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- a. Contact information for the responsible party;
 - b. Street address;
 - c. Floor plan indicating fire exits and escape routes;
 - d. Information about how a guest can contact the planning department to report any concerns or complaints; and
 - e. Maximum occupancy load;
 - f. "In Case of Emergency", Dial 911.
- (5) Establish a short-term rental account with ~~Lumpkin County Finance Office~~ **Lumpkin County's third-party system and renew short-term license each year.** ~~and remit all applicable hotel/motel tax proceeds.~~
 - (6) Parties that do not use third party rental platforms (Airbnb, VRBO, HomeAway, etc.) **that remit hotel/motel tax on the short-term rental owner's behalf** are responsible for remitting all applicable hotel/motel tax proceeds through Lumpkin County's third-party system.
 - (7) Provide proof that the short-term rental host license number is included on any short-term rental advertisement.
 - (8) Provide the planning department with a copy of "house rules".
 - (9) Certify that there are no unpaid financial obligations to Lumpkin County.
 - (10) Certify that there are no deed restriction and/or covenants on a property that prohibits the use of the property as a short-term rental.
- (b) Parking. All vehicles shall only be parked in the driveway and/or within the garage area of the short-term rental. Vehicles shall not be parked within the right-of-way of public roads or easements, including grassy/unimproved areas.
 - (c) Solid waste/trash. Trash and refuse shall not be left stored within public view, or in the public right-of-way, except in proper containers for purposes of collection by an authorized waste hauler.
 - (d) Occupancy load. Occupancy limit of two persons per bedroom plus 2 additional persons.
- (Res. No. 2018-66, 12-18-2018)

Sec. 12-107. Violations/consequences.

- (a) The planning director is authorized to issue a warning, suspend or revoke a short-term rental host license issued under the provisions of this chapter if the short-term rental host license is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building, structure, unit or portion thereof is in violation of any ordinance or regulation or any of the provisions of this article, including but not limited to the International Property Maintenance Code.
- (b) If any violations stated in this article have been committed and not corrected within the time specified, the planning director shall begin the procedures to revoke the short-term rental host license in accordance with the following:
 - (1) In the event of a first violation of this article, the planning director shall give a citation warning to the owner/operator specifying the nature of the violation(s) and the time to correct violation(s).
 - (2) In the event of a second violation of this article of the same nature, the planning director will issue a suspension of the short-term rental host license for a 30-day period.

-
- (3) In the event of a third violation of this article, of the same nature, the planning director will revoke the short-term rental host license. The owner/operator may not reapply for the same property for a period of 12 months.
- (c) Any person who shall do anything prohibited by this article or who shall fail to do anything required by this article shall be guilty of a misdemeanor, amenable to the process of the county magistrate court and upon conviction, shall be punished as provided in O.C.G.A. § 17-10-3, and said provisions are by reference incorporated herein.
- (Res. No. 2018-66, 12-18-2018)

Secs. 12-108—12-193. Reserved.



Lumpkin County, Georgia

Public Works Department

Date:	July 6, 2021
Agenda Item:	Consideration of Little Mountain Road Bridge Replacement Contract
Item Description:	Consider the award of a contract for the replacement of the one lane bridge on Little Mountain Rd with box culverts.
Facts & Historical Information:	In April of 2020, Staff started the design process for the widening of Little Mountain, Sheep Wallow and Mill Creek roads. The first step in the construction of the project is to replace the narrow bridge over Poverty Creek with triple 6'x6' box culverts. The existing bridge was placed over the creek as a temporary fix in 2006 when the culvert washed out. In April of 2021, BOC voted to acquire an additional 25' of right of way on each side of the bridge to facilitate the culvert construction. The project was bid out and 4 bids were received on June 22, 2021. The low bidder was North Georgia Concrete, Inc. with a cost of \$296,294.95 based on estimated quantities and bid unit rates. GDOT has agreed to fund 70% of the project cost up to \$240,000 of the bridge replacement cost.
Potential Courses Of Action:	a) Award the bid and contract with North Georgia Concrete, Inc. b) Do not replace the bridge.
Discussion of Courses of Action:	a) COA a) This COA will allow the replacement of the current bridge with a 2-lane bridge and allow the continuation of the road widening project. b) COA b) This COA will not allow the project to continue.
Budget Impact:	The BOC has approved \$2,000,000 for the road widening project from the 2020 SPLOST. The cost to the county for the bridge replacement part of the project will be approximately \$88,900.
Staff Recommendation:	Staff recommends COA a). This action will allow the project to get started this summer.

Attachments:

11.03.2020 GDOT letter Funding Assistance for Culvert on Little Mountain Rd
 ITB 2021-003 BID TABULATION (002)
 North GA Concrete submission REDACTED
 Little Mtn Bridge Contract



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

November 3, 2020

Mr. Chris Dockery, Chairman
 Lumpkin County Board of Commissioners
 25 Short Street, Suite 10
 Dahlonega, Georgia 30533

RE: Funding Assistance for a Concrete Box Culvert on Little Mountain Road

Dear Mr. Dockery,

The Department has approved the County's request for funding assistance for a concrete box culvert/bridge on Little Mountain Road. The Department will commit up to **\$240,000.00** or 70% of the bridge project cost, whichever is less. The project will be funded out of the Department's Local Maintenance & Improvement Grant (LMIG) Program. These funds will be in addition to any other LMIG funds allocated to the County.

In order to receive the funds, the County will need to submit the following items:

1. Bid Tabulations for the culvert/bridge work

Please submit required information to the address below:

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

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

Sincerely,

Bill Wright

Digitally signed by Bill Wright
 DN: cn=Bill Wright, o=Office of
 Local Grants, ou=Local Grants,
 email=wwright@dot.ga.gov, c=US
 Date: 2020.11.03 13:09:08 -05'00'

Bill Wright

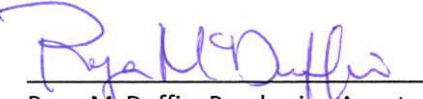
Local Grants Administrator

cc: Kelvin Mullins; Hon. Emily Dunn; Hon. Kevin Tanner; Hon. Steve Gooch; Jeramy Durrence;
 Charles Trammell

Attachment: 11.03.2020 GDOT letter Funding Assistance for Culvert on Little Mountain Rd (2021-042 : Consideration of Little Mountain Road

Bib Opening Tabulation

Project# 2021-003 Little Mountain Road Bridge Removal Culvert Replacement Grading and Paving June 22, 2021 @ 2:05 PM	Georgia Bridge and Concrete LLC	Grizzle Grading	Hilton Contracting	North GA Concrete		
Information Form	✓	✓	✓	✓		
Execution of Proposal Form	✓	✓	✓	✓		
Non-Collusion Form	✓	✓	✓	✓		
Drug Free Workplace Form	✓	✓	✓	✓		
Addenda Acknowledgement Form	✓	✓	✓	✓		
E-verify	✓	✓	✓	✓		
SAVE Affidavit	✓	✓	✓	✓		
W-9	✓	✓	✓	✓		
Bid Bond	✓	✓	✓	✓		
Price Proposal Form	\$458,967.30	\$366,635.00	\$376,524.60	\$296,294.95		


Ryan McDuffie, Purchasing Agent


Witness



ORIGINAL

13.c

BIDDER'S CERTIFICATION

LITTLE MOUNTAIN BRIDGE REMOVAL, CULVERT REPLACEMENT, GRADING AND PAVING #2021-003 ITB

DATE OF BID June 22, 2021

I CERTIFY THAT THIS BID IS SUBMITTED WITHOUT PRIOR UNDERSTANDING, AGREEMENT OR CONNECTION WITH ANY CORPORATION, FIRM OR PERSON SUBMITTING A BID FOR THE SAME GOODS/SERVICES AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I UNDERSTAND THAT COLLUSIVE BIDDING IS A VIOLATION OF STATE AND FEDERAL LAW AND CAN RESULT IN FINES, PRISON SENTENCES AND CIVIL DAMAGES AWARDS. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS STATED OF THIS BID DOCUMENT AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

I ACKNOWLEDGE THAT THIS PROJECT WILL BE CONSTRUCTED IN ENGLISH UNITS.

I CERTIFY THAT I HAVE CAREFULLY EXAMINED THE PLANS FOR THIS PROJECT AND THE STANDARD SPECIFICATIONS, 2013 EDITION, AND THE SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS INCLUDED IN AND MADE A PART OF THIS BID AND HAVE ALSO PERSONALLY EXAMINED THE SITE OF THE WORK. ON THE BASIS OF THE SAID SCOPE OF WORK AND SPECIFICATIONS, I PROPOSE TO FURNISH ALL NECESSARY MACHINERY, TOOLS, APPARATUS AND OTHER MEANS OF CONSTRUCTION, AND DO ALL THE WORK AND FURNISH ALL THE MATERIALS IN THE MANNER SPECIFIED.

I UNDERSTAND THE QUANTITIES MENTIONED ARE APPROXIMATE ONLY AND ARE SUBJECT TO EITHER INCREASE OR DECREASE AND HEREBY PROPOSE TO PERFORM ANY INCREASED OR DECREASED QUANTITIES OF WORK OR EXTRA WORK ON THE BASIS PROVIDED FOR IN THE SPECIFICATIONS.

I ALSO HEREBY AGREE THAT LUMPKIN COUNTY WOULD SUFFER DAMAGES IN A SUM EQUAL TO AT LEAST THE AMOUNT OF THE ENCLOSED BID GUARANTY, IN THE EVENT MY BID SHOULD BE ACCEPTED AND A CONTRACT TENDERED ME THERE UNDER AND I SHOULD REFUSE TO EXECUTE SAME AND FURNISH BOND AS HEREIN REQUIRED, IN CONSIDERATION OF WHICH I HEREBY AGREE THAT, IN THE EVENT OF SUCH FAILURE ON MY PART TO EXECUTE SAID CONTRACT AND FURNISH BOND WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF THE LETTER TRANSMITTING THE CONTRACT TO ME, THE AMOUNT OF SAID BID GUARANTY SHALL BE AND IS HEREBY, FORFEITED TO LUMPKIN COUNTY, AS LIQUIDATED DAMAGES AS THE RESULT OF SUCH FAILURE ON MY PART.

I FURTHER AGREE TO EXECUTE A CONTRACT PREPARED BY LUMPKIN COUNTY AS SOON AS THE WORK IS AWARDED TO ME, AND TO BEGIN AND COMPLETE THE WORK WITHIN THE TIME LIMIT PROVIDED. I ALSO PROPOSE TO FURNISH THE BONDS AS REQUIRED BY THE BID DOCUMENTS AND LAWS OF THE STATE OF GEORGIA. SUCH BOND(S) SHALL NOT ONLY SERVE TO GUARANTEE THE COMPLETION OF THE WORK ON MY PART, BUT ALSO TO GUARANTEE THE EXCELLENCE OF BOTH WORKMANSHIP AND MATERIALS UNTIL THE WORK IS FINALLY ACCEPTED, AS WELL AS TO FULLY COMPLY WITH ALL THE LAWS OF THE STATE OF GEORGIA AND LUMPKIN COUNTY.

BIDDER'S CERTIFICATION

BIDDER INFORMATION (TYPE OR PRINT)

North Georgia Concrete Inc.
NAME OF COMPANY

85 Chestatee Industrial Park Dr.
ADDRESS

Dahlonega, GA 30533
CITY, STATE, & ZIP CODE

(706) 867-1774
PHONE NUMBER

(706) 867-1608
FAX #

58-2505397
TAX ID NUMBER

NAME AND MAILING ADDRESS (WHERE TO SEND PAYMENT)

North Georgia Concrete Inc.
NAME OF COMPANY

85 Chestatee Industrial Park Dr.
ADDRESS

Dahlonega, GA 30533
CITY, STATE, & ZIP CODE

(706) 867-1774
PHONE NUMBER

ldanner@northgeorgiaconcrete.com
EMAIL ADDRESS

N/A
SOCIAL SECURITY NUMBER

NAME & TITLE OF PERSON AUTHORIZED TO SIGN

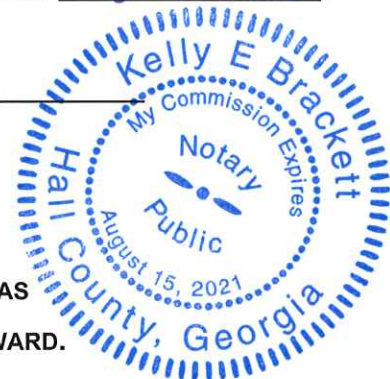
Jeffrey J. Rudiger ~ Vice President
NAME
TITLE

Jeffrey J. Rudiger
SIGNATURE

SWORN TO AND SIGNED BEFORE ME, A NOTARY PUBLIC, THIS 22nd DAY OF June, IN THE YEAR 2021. NOTARY PUBLIC IN AND FOR THE COUNTY OF Lumpkin, STATE OF Georgia.

NOTARY PUBLIC SIGNATURE AND SEAL:

MY COMMISSIONER EXPIRES: 8/15/2021



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

LUMPKIN COUNTY CONTRACT SCHEDULE
 Little Mountain Road Culvert at Poverty Creek

CONTRACT ID: ITB 2021-003

PROJECT: Lumpkin

LINE NO	ITEM DESCRIPTION	ESTIMATED QUANTITY AND UNITS	UNIT PRICE DOLLARS/CENTS	TOTAL DOLLARS/CENTS
0005	150-3110 Traffic Control	Lump Sum	\$ 4,653.00	\$ 4,653.00
0015	540-Removal and Disassembling of Existing Bridge	Lump Sum	\$ 9,442.00	\$ 9,442.00
0020	210-Grading Complete	Lump Sum	\$ 99,259.00	\$ 99,259.00
0025	204-Channel Excavation	118 Cu. Yds	\$ 80.00	\$ 9,440.00
0030	207-Backfill for Minor Structures	102 Tons	\$ 73.10	\$ 7,456.20
0035	500-Class AA Concrete	131 Cu. Yds.	\$ 607.80	\$ 79,621.80
0040	511- Reinforcement Steel	13871 Lbs.	\$ 0.95	\$ 13,177.45
0045	310-Graded Aggregate Base	275 Tons	\$ 86.50	\$ 23,787.50
0050	402-Recycled Asphalt Conc. 19 mm Incl. Bitum. Material and H Lime	120 Tons	\$ 201.20	\$ 24,144.00
0055	402-Recycled Asphalt Conc.12.5 mm Incl. Bitum. Material and H Lime	80 Tons	\$ 201.20	\$ 16,096.00
0060	163-Erosion Control Incl. Permanent Grassing	Lump. Sum	\$ 9,218.00	\$ 9,218.00
			Total Bid	\$ 296,294.95

Attachment: North GA Concrete submission REDACTED (2021-042 : Consideration of Little Mountain Road Bridge Replacement Contract)



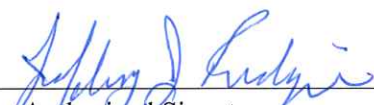
ORIGINAL

VENDOR'S CHECKLIST AND BID SUBMITTAL PACKET

Company Name: North Georgia Concrete Inc.

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

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


Authorized Signature

Vice President
Title

Jeffrey J. Rudiger
Print Name

June 22, 2021
Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID



INFORMATION FORM

1. Legal Business Name North Georgia Concrete Inc.
2. Street Address 85 Chestatee Industrial Park Dr.
3. City, State & Zip Dahlonega, GA 30533
4. Type of Business: State of Registration: Corporation
(Association, Corporation, Partnership, Limited Liability Company, etc.)
5. Name & Title of Authorized Signer: Jeffrey J. Rudiger ~ Vice President
6. Primary Contact Karey Dickerson
7. Phone Fax Phone (706) 867-1774 ~ Fax (706) 867-1608
8. E-mail jrudiger@northgeorgiaconcrete.com
9. Company Website N/A
10. Has your company ever been debarred from doing business with any federal, state or local agency?
Yes _____ No X
If yes, please state the agency name, dates and reason for debarment.
N/A

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID



EXECUTION OF PROPOSAL FORM

DATE: June 22, 2021

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

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

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

North Georgia Concrete Inc.

Business Name

Jeffrey J. Rudiger

Authorized Signature

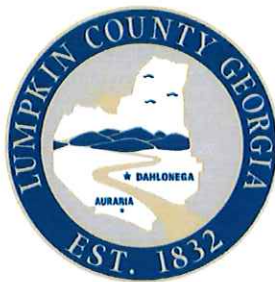
June 22, 2021

Date

Jeffrey J. Rudiger ~ Vice President

Typed Name & Title

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



PRICE PROPOSAL FORM

Company Name: North Georgia Concrete Inc.

Total Bid: \$ 296,294.95

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

Jeffrey J. Rudiger Vice President
 Authorized Signature Title

Jeffrey J. Rudiger Vice President
 Print Name Title

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

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

North Georgia Concrete, Inc.
85 Chestatee Industrial Park Dr.
Dahlonega, GA 30533

SURETY:
(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)
6700 Westown Parkway
West Des Moines, IA 50266

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

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

OWNER:
(Name, legal status and address)

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

BOND AMOUNT: FIVE PERCENT (5%) OF TOTAL AMOUNT BID
PROJECT:
(Name, location or address, and Project number, if any)

Little Mountain Rd. Bridge Removal, Culvert Replacement,
Grading & Paving

Project Number, if any:

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

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

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

Signed and sealed this 22nd day of June, 2021.


(Witness)

North Georgia Concrete, Inc.

(Principal)

(Seal)


(Title)

(Title)

MERCHANTS BONDING COMPANY (MUTUAL)

(Surety)

(Seal)


(Title)

Rachel Fell, Attorney-in-Fact

Init.

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MERCHANTS BONDING COMPANY (MUTUAL) • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 • FAX: (515) 243-3854

ADDENDUM TO BOND

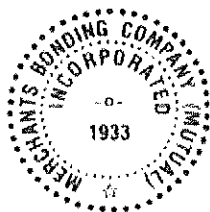
This Addendum is in reference to the bond(s) to which it is attached.

Merchants Bonding Company (Mutual) ("Merchants") deems the digital or electronic image of Merchants' corporate seal below affixed to the bond(s) to the same extent as if a raised corporate seal was physically stamped or impressed upon the bond(s). The digital or electronic seal below shall have the same force and effect as though manually fixed to the bond(s).

All terms of the bond(s) remain the same.

Signed and effective March 23, 2020.

MERCHANTS BONDING COMPANY (MUTUAL)



By: _____

Larry Taylor
Larry Taylor, President

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brian C Webb; Camille Smith; Chancey J Shepherd; Jesse Couch; Josh Bridges; Kaylan Fila; Kerry W Plumley; Rachel Fell

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of June, 2021.



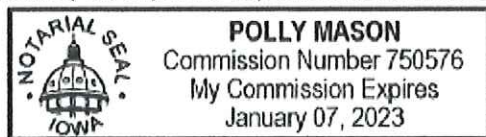
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of June, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 22nd day of June, 2021.



William Warner Jr.
Secretary

POA 0018 (1/20)



CERTIFICATION AND NON-COLLUSION FORM

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

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

I certify that there has been no contact or communication by the proposer or the proposer's associates with any County staff, or elected officials since the date this **BID #2021-003 ITB LITTLE MOUNTAIN ROAD BRIDGE REMOVAL, CULVERT REPLACEMENT, GRADING AND PAVING** was issued except: 1) through the Purchasing Department 2) at the Pre-Bid Conference (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the bid submitted by any proposer violating this provision.**

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

North Georgia Concrete Inc.

COMPANY NAME:

Jeffrey J. Rudiger
Authorized Representative (Signature)

June 22, 2021

Date

Vice President

Authorized Representative/Title

Jeffrey J. Rudiger
(Print or Type)

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



DRUG- FREE WORKPLACE FORM

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

North Georgia Concrete Inc.

Whose address is: 85 Chestatee Industrial Park Dr. ~ Dahlonega, GA ~ 30533

And it is also that:

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

North Georgia Concrete Inc.

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

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

Signature

June 22, 2021

Date

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



ADDENDA ACKNOWLEDGEMENT FORM

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

Addendum No. 1 (June 10, 2021)

Addendum No. _____

Addendum No. _____

Addendum No. _____

Jeffrey J. Rudiger
Authorized Representative (Signature)

June 22, 2021
Date

Jeffrey J. Rudiger / Vice President
Authorized Representative/Title
(Print or Type)

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

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



**ITB #2021-003 LITTLE MOUNTAIN RD BRIDGE REMOVAL, CULVERT
REPLACEMENT, GRADING, AND PAVING**

ADDENDUM 1

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

Bid Closing Date: June 22, 2021 at 2:00 PM, EST

Bid Issue Date: May 19, 2021

Addendum Issue Date: June 10, 2021 at 5:00 PM, EST

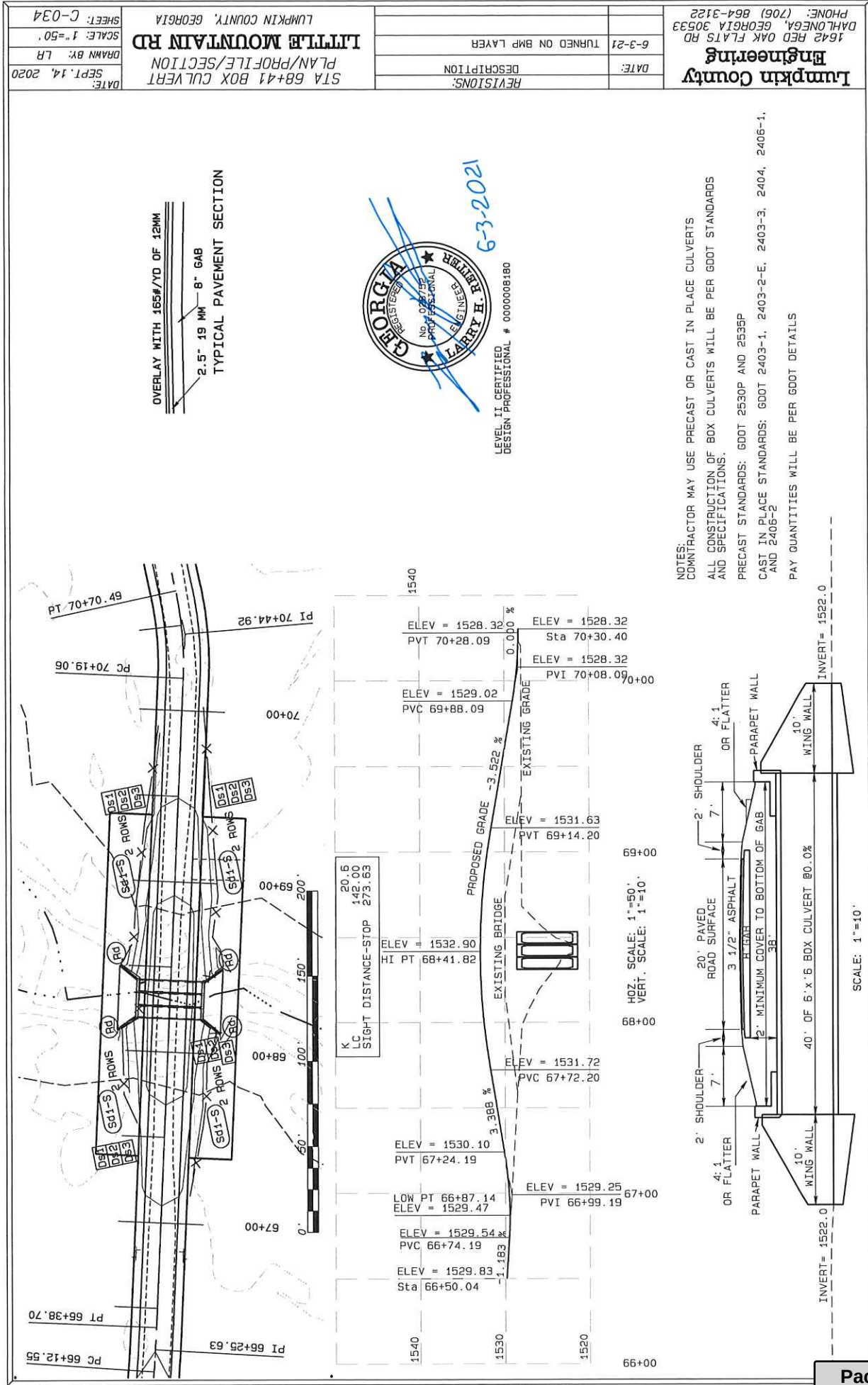
Pages: 2

By: Ryan McDuffie, Purchasing Agent

Vendor Name: North Georgia Concrete Inc.

(A copy must be attached to the Addenda Acknowledgement)

1. Please make sure to include the bidders' certification and unit pricing sheet as part of your submission. Those two items are not on the checklist but are expected to be included in your submission.
2. Bridge removal clarification- Disassemble the Bailey bridge to a size that the County can move on a low boy trailer. Bridge parts can be left on site and the County will move the parts offsite.
3. Does the vendor need to provide a diversion plan?
 - a. There is no diversion plan required.
4. Who will perform the concrete testing?
 - a. Awarded vendor.
5. Are there any utilities that need to be moved?
 - a. Vendor will need to perform utility locating to confirm there are none.
6. Who is doing the NPDES monitoring?
 - a. Disturbed area is less than 1 acre so NPDES monitoring is not required.



Attachment: North GA Concrete submission REDACTED (2021-042 : Consideration of Little Mountain Road Bridge Replacement Contract)

LEVEL II CERTIFIED
DESIGN PROFESSIONAL # 0000008180

Georgia Security & Immigration Compliance (GSIC) Act Affidavit

As per the Georgia Senate Bill 529 and Senate Bill 447, the Georgia Department of Labor has promulgated new rules for the implementation of Section 2. O.C.G.A. §13-10-91 and Chapter

300-10-01-.02 state that no Georgia Public Employer shall enter into a contract for *the physical performance of services within the State of Georgia* unless the Contractor registers and participates in a federal work authorization program to verify the work eligibility information of all of its new employees.

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

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

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

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

PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND RETURN IT TO:

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

LUMPKIN COUNTY BOARD OF COMMISSIONERS

SAVE Affidavit

(Systematic Alien Verification for Entitlements)

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

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

X I am a United States citizen; or

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

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

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

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

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

North Georgia Concrete Inc.

Applying on behalf/Name of associated business

June 22, 2021

Jeffrey J. Rudiger
Signature of Applicant

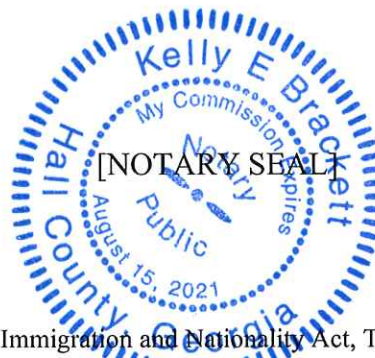
Date

Printed Name

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE 22nd DAY OF June 2021

Kelly E Brackett
Notary Public

My Commission Expires: 8/15/2021



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

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

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

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

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

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

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

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

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

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

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

219422

EEV / E-Verify Company Identification Number
North Georgia Concrete Inc.

June 9, 2009

BY: Authorized Officer or Agent

Date

(Contractor Name)

Vice President

Title of Authorized Officer or Agent of Contractor

Jeffrey J. Rudiger

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE DAY OF 2021

Kelly E Brackett
Notary Public



My Commission Expires: 8/15/2021

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

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

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

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Subcontractor which is engaged in the physical performance of services under a contract with the Contractor identified above on behalf of the County identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

58870

EEV / E-Verify™ Company Identification Number

[Signature]
BY: Authorized Officer or Agent Date
(Subcontractor Name)

Allied Paving Contractors, Inc.

Vice President

Title of Authorized Officer or Agent of Contractor

Bryan Jones

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON

THIS THE 5th DAY OF May 2021

[Signature]
Notary Public



My Commission Expires:

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

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

Attachment: North GA Concrete submission REDACTED (2021-042 : Consideration of Little Mountain Road Bridge Replacement Contract)

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

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

N/A

Signature of Exempt Private Employer

N/A

Printed Name of Exempt Private Employer

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

N/A

Signature of Authorized Officer or Agent

N/A

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE N/A DAY OF
N/A, 20 .

N/A

NOTARY PUBLIC

My Commission Expires: N/A

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

Form **W-9**
(Rev. August 2013)
Department of the
Treasury Internal

Request for Taxpayer Identification Number and Certification

Give Form to
the requester.
Do not send to
the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) North Georgia Concrete Inc.	
Business name/disregarded entity name, if different from above Same as above	
Check appropriate box for federal tax classification: Individual/sole proprietor C Corporation X S Corporation Partnership Trust/estate Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ 85 Chestatee Industrial Park Dr.	Exemptions (see instructions): Exempt payee code (if any) N/A Exemption from FATCA reporting code (if any) N/A
Address (number, street, and apt. or suite no.) Dahlonega, GA 30533	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
[REDACTED]									
Employer identification number									
5	2	-	2	5	0	5	3	9	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sig n	Signature of U.S. person	Date ▶ June 22, 2021
		

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business.

Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**CONTRACT FOR
LITTLE MOUNTAIN ROAD BRIDGE REMOVAL, CULVERT
REPLACEMENT, GRADING AND PAVING
Project# 2021-003**

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

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

A. Summary of Work and Payment:

1. Contractor shall provide all necessary labor, material and equipment for bridge removal and installation of a triple 6x6 box culvert including all necessary grading, base, paving, striping and erosion control items according to the plans prepared by Lumpkin County Engineering dated Sept. 14, 2020 and revised June 3, 2021 for Little Mountain Road consisting of Sheet C-034 entitled ‘STA 68+41 Box Culvert Plan/Profile Section’ and Sheet ES-003 entitled ‘Erosion Control Details’. All work must be done in accordance with the plans, the 2013 State of Georgia Standard Specifications and the Invitation to Bid issued by Lumpkin County dated May 19, 2021, and Addendum 1 issued June 10, 2021.

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

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

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

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

5. Contractor shall be paid according to the terms set forth in the Invitation to Bid for work performed under this Contract on a unit price basis as follows:

Attachment: Little Mtn Bridge Contract (2021-042 : Consideration of Little Mountain Road Bridge Replacement Contract)

LINE NO	ITEM DESCRIPTION	ESTIMATED QUANTITY AND UNITS	UNIT PRICE DOLLARS/CENTS
0005	150-3110 Traffic Control	Lump Sum	\$4,653.00
0015	540-Removal and Disassembling of Existing Bridge	Lump Sum	\$9,442.00
0020	210-Grading Complete	Lump Sum	\$99,259.00
0025	204-Channel Excavation	118 Cu. Yds	\$80.00
0030	207-Backfill for Minor Structures	102 Tons	\$73.10
0035	500-Class AA Concrete	131 Cu. Yds.	\$607.80
0040	511- Reinforcement Steel	13871 Lbs.	\$0.95
0045	310-Graded Aggregate Base	275 Tons	\$86.50
0050	402-Recycled Asphalt Conc. 19 mm Incl. Bitum. Material and H Lime	120 Tons	\$201.20
0055	402-Recycled Asphalt Conc.12.5 mm Incl. Bitum. Material and H Lime	80 Tons	\$201.20
0060	163-Erosion Control Incl. Permanent Grassing	Lump Sum	\$9,218.00

B. Bonds:

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

C. Liability:

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

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

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

D. Insurance:

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

E. Assignment of Contractual Rights and Subcontracting:

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

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

F. Indemnity:

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

G. Documents Deemed Part of Contract:

Unless otherwise modified by this Contract, the plans prepared by Lumpkin County Engineering dated Sept. 14, 2020 and revised June 3, 2021 for Little Mountain Road consisting of Sheet C-034 entitled 'STA 68+41 Box Culvert Plan/Profile Section' and Sheet ES-003 entitled 'Erosion Control Details', the 2013 State of Georgia Standard Specifications and the

Invitation to Bid issued by Lumpkin County dated May 19, 2021, and Addendum 1 issued June 10, 2021, shall be deemed part of the contract. No documentation or information provided by the Contractor shall be deemed part of the contract unless expressly incorporated herein.

H. Severability:

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

I. Dispute Resolution:

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

J. Cancellation:

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

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

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

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

K. Safe Working Environment and Drug Free Workplace

Contractor shall provide a safe working environment.

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

1. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and
2. If Contractor hires a Sub Contractor to work in a drug-free work place, Contractor shall secure from that Sub Contractor the following written certification:

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

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

L. Amendments or Modifications:

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

M. Notices:

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

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

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

North Georgia Concrete, Inc.
Attn: Jeffrey J. Rudiger, Vice President
85 Chestatee Industrial Park Dr.
Dahlonega, GA 30533

and to Lumpkin County at the following address:

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

This Contract is made and entered into this 6th day of July, 2021.

Lumpkin County:

Contractor:

Incorporated

North Georgia Concrete, Inc.

By:

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Jeffrey J. Rudiger, Vice President

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachment: Little Mtn Bridge Contract (2021-042 : Consideration of Little Mountain Road Bridge Replacement Contract)



Lumpkin County, Georgia

Election and Voter Registration Department

Date:	July 6, 2021
Agenda Item:	Amend IGA City of Dahlonega & Lumpkin County - 2021 Municipal Election
Item Description:	Amend the IGA with City of Dahlonega for conducting the 2021 Municipal General Election due to the addition of a county wide election.
Facts & Historical Information:	The City of Dahlonega requested that the Lumpkin County Board of Elections conduct their 2021 Municipal General Election. The Board of Elections agreed to conduct this election and the Board of Commissioners approved the IGA with the City of Dahlonega. Lumpkin County will be conducting a Special Election on November 2, 2021 to fill the vacant District 1 County Commission seat. The Special Election will be held on the same day as the City of Dahlonega Municipal General Election. This date was chosen as to benefit both the City of Dahlonega and Lumpkin County as the cost for the election could be divided equally between both. The IGA has been amended to state; “The City shall reimburse the County for one-half of the expenses incurred by the County and its Board of Elections and Registration associated with the 2021 Municipal General/Special Election and the County’s Special Election to be held on November 2, 2021...” This is the only change to the previously approved IGA.
Potential Courses Of Action:	1. Approve the amended IGA: Most favorable option as this will decrease the cost of conducting the special election as it will be held in conjunction with the municipal election. 2. Do not approve the amended IGA: Least favorable option as this would require the Elections Office to conduct the Special Election separate and apart from the City Election and the total cost of the election would be on the County.
Budget Impact:	The cost for an Election was included in the 2021 Election’s Budget and conducting the election with the City of Dahlonega will decrease the total cost of the election for the City and the County. The City will be responsible for paying half of the total cost and the county will pay half of the total cost.
Staff Recommendation:	Approve the amended IGA with the City of Dahlonega.

Attachments:

Amended 2021 IGA with City of Dahlonega

STATE OF GEORGIA
COUNTY OF LUMPKIN

AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT BETWEEN LUMPKIN COUNTY AND THE CITY OF
DAHLONEGA RELATING TO THE 2021 MUNICIPAL ELECTION FOR THE CITY OF DAHLONEGA

THIS AGREEMENT TO CONDUCT MUNICIPAL ELECTIONS PURSUANT TO GEORGIA ELECTION CODE SECTION 21-2-45(c) (the "Agreement") is made and entered into as of the Effective Date of August 2, 2021, by and between **CITY OF DAHLONEGA, GEORGIA**, a municipal corporation organized and existing under the laws of the State of Georgia (hereinafter referred to as the "City"), and **LUMPKIN COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as the "County"). This Agreement is joined by the Lumpkin County Board of Elections and Registration to the fullest extent required by the laws of the State of Georgia.

W I T N E S S E T H:

WHEREAS, under the provisions of the Georgia Election Code, particularly Section 21-2-45(c) thereof, the City may by ordinance authorize the County to conduct such elections as the City deems necessary and expedient, and the City has previously adopted such an ordinance; and

WHEREAS, the City previously contracted with the County, with the approval of the Lumpkin County Board of Elections and Registration, to conduct the City's 2021 General Municipal/Special Election to be held on November 2, 2021; and

WHEREAS, the County will now also be holding a Special Election on November 2, 2021; and

WHEREAS, the City and the County desire to amend the prior Agreement to reflect that the City and the County will share in the expenses of the November 2, 2021 election; and

WHEREAS, the City has authorized the Mayor and Clerk to enter into this Agreement with the County, and the County has agreed to conduct and supervise the 2021 General Municipal/Special Election to be held on November 2, 2021 for the City upon the terms and conditions hereinafter set forth; and

WHEREAS, this Agreement was presented and approved at meetings of the governing authorities of both the County and the City pursuant to lawful and duly given notice as required by O.C.G.A. 50-14-1 et seq.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings of the parties hereto the City and County agree as follows:

1.

With respect to the 2021 Municipal General/Special Election to be held November 2, 2021, the Lumpkin County Board of Elections and Registration shall conduct the election for the City at the Office of the Lumpkin County Board of Elections and Registration and/or such other precinct locations as determined by the Lumpkin County Board of Elections and Registration.

2.

The Lumpkin County Board of Elections and Registration shall perform all duties as set forth and labeled as "County" in Exhibit A attached hereto and incorporated herein by reference. The Lumpkin County Board of Elections and Registration shall determine the procedures and mechanisms used in carrying out all duties established in Exhibit A and labeled as "County". The City shall perform all duties as set forth and labeled as "City" in Exhibit A

attached hereto and incorporated herein by reference. The City shall determine the procedures and mechanisms used in carrying out all duties established in Exhibit A and labeled as "City."

3.

The City shall reimburse the County for one-half of the expenses incurred by the County and its Board of Elections and Registration associated with the 2021 Municipal General/Special Election and the County's Special Election to be held on November 2, 2021, including, without limitation, the compensation of time and required trainings of the County Elections Manager, the Elections Technician, Board of Elections Members, and all poll workers, and the cost of materials and supplies needed to conduct said election. Such expenses shall be submitted to the City within sixty (60) days of the conclusion of the election covered by this agreement, and such expenses shall be paid by the City within thirty (30) days of the date of such invoice.

4.

As a part of the duties of the Lumpkin County Board of Elections and Registration, it shall perform all duties as superintendent of elections for the City during the term of this agreement; provided however, that the Lumpkin County Board of Elections and Registration shall have no responsibility hereunder with respect to the matters specifically reserved to the City in Exhibit A.

5.

The County shall not be responsible for the furnishing of any legal services in the form of legal opinion or defenses in any litigation arising by reason of the 2021 General Municipal/Special Election; all such services shall be furnished by the City at no cost to the County. Notwithstanding the foregoing, in the event that the Board of Elections and

Registration is required to hear any challenge(s) regarding the November General Municipal/Special Election of whatever kind (e.g. challenge to candidacy or to electors, etc.), the Board of Elections and Registration shall have the right to be advised and represented by its legal counsel, and the City shall, within thirty (30) days of request from the Board of Elections and Registration, fully reimburse the County any and all legal fees and other costs and expenses incurred by it (through its Board of Elections and Registration) in connection with all such challenge(s). It is additionally understood and agreed that the City shall be solely responsible for obtaining preclearance, if any, required by law from the U.S. Department of Justice in connection with the 2021 General Municipal/Special Election.

In the event the County or its Board of Elections and Registration is named in any complaint or lawsuit involving the 2021 General Municipal/Special Election, the County or its Board of Elections and Registration shall have the right to be advised and represented by its own legal counsel, and the City shall, within thirty (30) days of request from the County or its Board of Elections and Registration, fully reimburse the County for any and all legal fees and other costs and expenses incurred by the County and its Board of Elections and Registration in connection with all such complaint or lawsuit.

6.

The Contract may be terminated by either party by giving notice to the other party, in writing, of its intent to terminate this Contract no fewer than ninety (90) days prior to the effective date of such termination. In the event of termination, any funds due to the County by the City for work performed by the Board of Elections and Registration through the date of

termination shall be paid by the City no later than thirty (30) days following the date of termination of the Contract.

7.

In all events, all elections conducted for the City by the Lumpkin County Board of Elections and Registration shall be conducted in accordance with the provisions of Title 1 and Title 21 of the Official Code of Georgia Annotated and all other applicable laws.

8.

This Agreement is made between and limited to the County and City, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than the County (and its Board of Elections and Registration) and City, and no other person or entity shall be considered a third-party beneficiary by virtue of this Agreement or otherwise entitled to enforce the terms of this Agreement for any reason whatsoever.

9.

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or enforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this instrument to be effective as of the day and year first written above.

LUMPKIN COUNTY, GEORGIA

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

ATTEST:

Melissa Witcher, County Clerk
Lumpkin County

CITY OF DAHLONEGA

By: _____
Sam Norton, Mayor
City of Dahlonega

ATTEST:

Mary Csukas, City Clerk
City of Dahlonega

**LUMPKIN COUNTY BOARD OF
ELECTIONS AND REGISTRATION**

By: _____
Dottie Krull, Chairperson
Lumpkin County Board of Elections

ATTEST:

Ashley Peck, Supervisor of Elections
Lumpkin County Board of Elections



Lumpkin County, Georgia

Special Projects Department

Date: July 6, 2021

Agenda Item: Mutual Termination of CHP Lease Agreement on Rock House Road

Item Description: Mutual Termination of CHP Lease Agreement on Rock House Road

Attachments:
Mutual Termination of Lease Agreement

STATE OF GEORGIA,
COUNTY OF LUMPKIN.

Mutual Termination of Lease Agreement

This Mutual Termination of Lease Agreement is made and entered into by and between **Lumpkin County**, a political subdivision of the State of Georgia (LESSOR), and **COMMUNITY HELPING PLACE, INC., a Georgia non-profit corporation** (LESSEE).

The parties hereby mutually acknowledge and agree that the Lease Agreement entered into between the parties with an effective date of September 15, 2020, for the lease of certain premises described therein shall be terminated as of July 20, 2021.

This agreement shall be binding upon the parties, their successors and assigns. Neither party shall have any further rights or duties under the above referenced lease between the parties.

IN WITNESS WHEREOF, the parties have hereto executed this agreement.

LESSOR:

Lumpkin County

By:

Chris Dockery, Chairman

Attest:

Melissa Z. Witcher, Clerk

LESSEE:

Community Helping Place, Inc.

By:

Melissa Line, Executive Director

Attachment: Mutual Termination of Lease Agreement (2021-044 : Mutual Termination of CHP Lease Agreement on Rock House Road)



Lumpkin County, Georgia

County Clerk Department

Date:	July 6, 2021
Agenda Item:	Special Event Permit - Dahlonega-Lumpkin County Chamber of Commerce Annual Meeting & Dinner
Item Description:	Special Event Permit allowing the Chamber of Commerce to hold their annual meeting and dinner on November 5, 2021.
Facts & Historical Information:	This is an alcoholic beverage special event permit allowing Dahlonega-Lumpkin County Chamber and Visitors Bureau to hold a Leadership Lumpkin County Dinner event with beer/wine. LLC Dinner will be held November 5 on the property located at 65 R Ranch Road, Dahlonega, GA 30533.
Potential Courses Of Action:	A. Approve the special event license B. Deny the special event license
Staff Recommendation:	Approve the special event license.



Lumpkin County, Georgia

Board of Commissioners Department

Date:	July 6, 2021
Agenda Item:	Special Event Permit - LLC Welcome Dinner
Item Description:	Special Event Permit allowing the Chamber of Commerce to hold their annual Leadership Lumpkin County Welcome Dinner on August 26, 2021.
Facts & Historical Information:	This is an alcoholic beverage special event permit allowing Dahlonega-Lumpkin County Chamber and Visitors Bureau to hold a Leadership Lumpkin County Welcome Dinner event with beer/wine. LLC Welcome Dinner will be held August 26 on the property located at 65 R Ranch Road, Dahlonega, GA 30533.
Potential Courses Of Action:	A. Approve the special event license B. Deny the special event license
Staff Recommendation:	Approve the special event license.



Lumpkin County, Georgia

County Clerk Department

Date:	July 6, 2021
Agenda Item:	Special Event Permit Request – Enotah Casa Mountain Arts Fest
Item Description:	Special Event Permit allowing the Enotah Casa to hold their event on September 11-12, 2021.
Facts & Historical Information:	This is an alcoholic beverage special event permit allowing Enotah Casa to hold an event with beer/wine. The Mountain Arts Fest will be held September 11-12 on the property located at 65 R Ranch Road, Dahlonega, GA 30533.
Potential Courses Of Action:	A. Approve the special event license B. Deny the special event license
Staff Recommendation:	Approve the special event license.



Lumpkin County, Georgia

County Attorney Department

Date: July 6, 2021

Agenda Item: Grand Jury Recommendation to Increase Juror Pay

Item Description: Grand Jury Recommendation to Increase Juror Pay

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

Attachments:

FEB TERM 2021 GRAND JURY PRESENTMENTS RECONVENED 4-20-2021
15-12-7 Juror expense allowance

**LUMPKIN COUNTY GRAND JURY
PRESENTMENTS
TO THE HONORABLE T. BUCKLEY LEVINS, JUDGE OF THE SUPERIOR
COURT OF LUMPKIN COUNTY, ENOTAH JUDICIAL CIRCUIT**

- | | |
|-----------------------------------|--|
| 1. Martin C. Laxson | 13. Constance Grace Jackson |
| ~~2. Shari S. Holtzclaw~~ | 14. Stacey Lynn Picklesimer |
| 3. Jan Richardson Singletary | 15. George K. Beasley,
Asst. Foreperson |
| 4. Sarah Aoyagi Adams | 16. Hardy Benjamin Adams, Jr. |
| 5. Carolyn Eileen Harris | ~~17. Linda Strahan Kennedy~~ |
| 6. Hazel Edwina Wimpy, Foreperson | 18. Malinda Jan Gaddis |
| 7. Patrick J. Rauth | 19. Patricia Louise Fargie |
| 8. Hannah Elizabeth Freeman | 20. Donna Glover Taylor, Clerk |
| 9. Deven Louis McKinney | 21. Nancy Marie Gallagher |
| 10. George Joseph Petro | 22. Sarah Antoinette Chagaris |
| 11. Jarad Carlton Conner | 23. Robin Rider Sanford |
| 12. Dale John Oldenberg | |

The Grand Jury above-named, chosen for the Spring 2021 Term of the Lumpkin County Superior Court respectfully submits the following:

INDICTMENTS

The Grand Jury addressed 38 Indictments, resulting in 37 True Bills and 1 No Bills.

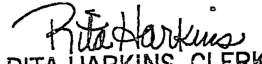
RETURNS TO THE GRAND JURY

Lumpkin County Board of Education

Doctor Rob Brown, the Lumpkin County School Superintendent, made a presentation to the Grand Jury and graciously answered our questions with the assistance of Associate School Superintendent, Sharon Head. We the Grand Jury congratulate Lumpkin County on a successful school year and congratulate Superintendent Brown on being named president-elect of the Georgia's Association of School Superintendents.

GEORGIA, LUMPKIN COUNTY
CLERK OF SUPERIOR COURT

Filed 1:30 p M 4-21-2021
Recorded in OPA Book 133 Page 687-689


RITA HARKINS, CLERK

GJP

133687

Lumpkin County Probate Court

The Grand Jury received a report from Michael Chastain, Judge of Lumpkin County Probate Court, concerning the finances and operations of the Probate Court. The report is that required by O.C.G.A. 36-1-7(a) did appear to be in order. A copy of said report is attached as part of these minutes.

TAX EQUALIZATION BOARD APPOINTMENTS

The Grand Jury hereby re-appoints Roger Claude Roy as a regular member of the Board of Equalization, to a three (3) year term beginning April 21, 2021 and ending December 31, 2023. The Grand Jury further appoints Linda Stancil-Redner as an alternate member of the Board of Equalization, to a three (3) year term, beginning April 21, 2021 and ending December 31, 2023.

The new Board of Tax Equalization will be composed of the following as of April 21, 2021.

Regular Member's Term Expires:

1. Kenneth Beasley, December 31, 2021
2. Marvin Martin, December 31, 2022
3. Roger Claude Roy, December 31, 2023

Alternate Member's Term Expires:

1. Ingrid Clark, December 31, 2021
2. Elaine Jones, December 31, 2022
3. Linda Stancil-Redner, December 31, 2023

133688

RECOMMENDATIONS

We the Grand Jury recommend that both Grand Juror and Trial Jury pay be increased to \$35.00 for the first day of service and \$50.00 for each day thereafter.

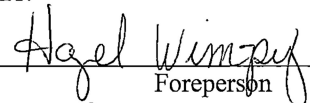
COMMENDATIONS

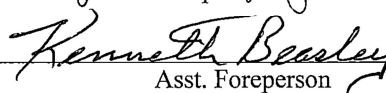
This Grand Jury extends its appreciation to the Honorable T. Buckley Levins and Senior Judge James E. Cornwell, Jr. for his assistance to this body.

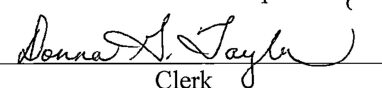
This Grand Jury commends our baliff, Ann Carder, for her commitment to this Grand Jury.

The Grand Jury would like to commend our District Attorney, Jeffrey Langley, as well as his assistants and staff, for their courtesy, patience and wise counsel. We would like to thank all of the law enforcement witnesses for their courteous and professional manner when reporting to this jury and to especially thank them for their service to Lumpkin County.

Respectfully submitted, this 21 day of April, 2021.


Foreperson

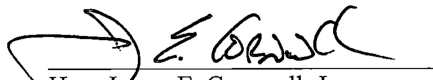

Asst. Foreperson


Clerk

STATE OF GEORGIA COUNTY OF LUMPKIN

The within and foregoing presentments received and read in open Court, the same are ordered published as recommended and spread upon the minutes of the Court. Attachments to the presentments are to be recorded in the minutes and available in the Clerk of Superior Court's Office for review by the public.

This 21st day of April, 2021.


Hon. James E. Cornwell, Jr.
Judge, Superior Courts
Enotah Judicial Circuit


Senior Judge
Sitting by designation

133689

West's Code of Georgia Annotated
 Title 15. Courts
 Chapter 12. Juries (Refs & Annos)
 Article 1. General Provisions

Ga. Code Ann., § 15-12-7

§ 15-12-7. Compensation of court bailiffs and payment of expense allowance to jurors

Effective: April 29, 2014

Currentness

(a) The first grand jury impaneled at the fall term of the superior courts of the several counties shall fix:

(1) The compensation of court bailiffs in the superior courts of such counties for the next succeeding year, such compensation not to be less than \$5.00 per diem. The same compensation shall be allowed to bailiffs of the several state courts and special courts as is allowed bailiffs in the superior court of the county in which the state or special court is located;

(2) An expense allowance for trial or grand jurors in the superior courts of such counties for the next succeeding year not to be less than \$5.00 nor to exceed \$50.00 per diem. The same expense allowance shall be allowed to jurors of the several state courts and special courts as is allowed jurors in the superior court of the county in which the state or special court is located; and

(3) An expense allowance for grand jurors, such expense allowance not to be less than \$5.00 nor to exceed \$50.00 per diem.

(b) Any increase in the compensation of court bailiffs or increases in expense allowances for jurors fixed by a grand jury shall be subject to the approval of the governing authority of the county.

Credits

Laws 1871-72, p. 47, § 4; Laws 1878-79, p. 190, § 1; Laws 1890-91, p. 80, § 1; Laws 1895, p. 74, § 1; Laws 1919, p. 104, § 1; Laws 1946, p. 72, § 1; Laws 1957, p. 43, § 1; Laws 1966, p. 442, § 1; Laws 1971, p. 205, § 1; Laws 1972, p. 1132, § 1; Laws 1974, p. 325, § 1; Laws 1975, p. 684, § 1; Laws 1979, p. 601, § 1; Laws 1981, p. 685, § 1; Laws 1984, p. 616, § 1; Laws 1989, p. 242, § 1; Laws 1995, p. 790, § 1; Laws 1999, p. 836, § 1; Laws 2000, p. 1587, § 1; Laws 2008, Act 432, § 1, eff. July 1, 2008; Laws 2011, Act 50, § 1-8, eff. July 1, 2011; Laws 2014, Act 668, § 5, eff. April 29, 2014.

Formerly Code 1863, § 3846; Code 1868, § 3866; Code 1873, § 3940; Code 1882, § 3940; Penal Code 1895, § 872; Penal Code 1910, § 876; Code 1933, § 59-120.

Notes of Decisions (1)

Ga. Code Ann., § 15-12-7, GA ST § 15-12-7

Attachment: 15-12-7 Juror expense allowance (2110 : Grand Jury Recommendation to Increase Juror Pay)

The statutes and Constitution are current through Laws 2021, Act 27. Some statute sections may be more current, see credits for details. The statutes are subject to changes by the Georgia Code Commission.

End of Document

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Attachment: 15-12-7 Juror expense allowance (2110 : Grand Jury Recommendation to Increase Juror Pay)



Lumpkin County, Georgia

Public Works Department

Date:	July 6, 2021
Agenda Item:	Request from Union County for Transfer of Wire Recycle Bins
Item Description:	Determine method for disposal of wire bins.
Facts & Historical Information:	Lumpkin County owns 29 folding wire bins that were previously used in the recycling process. Nine of the bins are 32"x42" stackable bins and 20 are 40"x48" on casters. The cost of the bins in new condition is \$100 each for the stackable bins and \$190 for the bins with casters. These bins were used for material storage and handling when the recycling process included baling of materials. When the county changed the process to ship the material unbaled, the bins were no longer used. Union County has recently requested the bins, if available. Staff is asking for guidance on disposal of the bins.
Potential Courses Of Action:	A) Transfer bins to Union County. B) Sell bins on gov deals. C) Sell bins to Union County.
Budget Impact:	The total new value of the bins is \$4,700. Similar used bins are selling on-line for \$50 to \$100 based on condition. I would anticipate that the bins would bring around \$50 each on gov deals or approximately \$1,500.
Staff Recommendation:	Staff is asking the BOC to provide guidance on how to dispose of these surplus items.



Lumpkin County, Georgia

Finance Department

Date: July 6, 2021

Agenda Item: Consideration of Options for the Yahoola Creek Park Basketball Court

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

Facts & Historical Information:

In October 2020, the Board of Commissioners approved a list of projects to be funded with General Fund savings from the CARES Act. On the list of projects was construction of an outdoor basketball court at Yahoola Creek Park. At the time of approval, the scope of the project was a half asphalt court with one goal, and the project estimate was approximately \$8,000. The Board provided additional direction to construct a full basketball court, and there are two end goal and four side goal options.

The project estimate is outlined below:

Sitework (Completed)	\$ 5,781
Concrete (Estimate)	\$35,000
2 End Goals (Ordered)	\$ 8,290
*Includes installation, permanent benches, and garbage cans	
4 Side Goals (Quoted)	\$13,356
Court Painting (Quoted)	\$ 2,860
Fence (Quoted)	<u>\$20,000</u>
Total Estimate	\$85,287

At this time, the Board has allocated \$28,000 for this project: \$8,000 for the original scope and \$20,000 for the fence. Staff is asking for guidance for the completion of the basketball court.

Potential Courses Of Action:

- A. Approve the completion of the full concrete basketball court with 6 goals. \$85,287
- B. Approve the completion of the full concrete basketball court with 2 goals. \$71,931
- C. Disapprove the completion of a basketball court.

Budget Impact:

Option A would require additional funding of \$57,287. Option B would require additional funding of \$43,931. If the Board of Commissioners

approves the requested capital items in the 2022 budget be paid from General Fund savings from the CARES Act funds, there is \$40,785 remaining from that savings. For all intents and purposes, this would be paid for from Fund Balance and will exhaust the remaining funds made available from the CARES Act.

Staff Recommendation: **Staff recommends Option B. Option A would require an additional \$13,356 be paid from fund balance. Option C is not recommended because sitework has been completed for a full court, and two goals have been ordered.**



Lumpkin County, Georgia

Public Works Department

Date: July 6, 2021

Agenda Item: Discuss Mark Robinson Request for Recycling Fee Increase

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

Facts & Historical Information:

In June of 2020 the Transfer Station Lease contract was amended to include the operation of the Lumpkin County Recycling Program. Mark Robinson Hauling, agreed to take over operations of the recycling program for \$52,200 annually (\$4,350 per month). This agreement reduced the cost to the County of the recycling program by approximately \$49,000 annually. The contract was renewed in November of 2020 for an additional year at the same price. In late summer of 2020, the city stopped picking up recyclables from commercial customers. As a result, the amount of material going to the County recycling program has increased.

When Mark Robinson Hauling took over the recycling program it generated an average of 10 loads a month. It is now generating an average of 17 loads per month. Mark Robinson attributes the majority of the increase to the cardboard materials from the City's commercial customers. The increase in materials being generated by the program along with the increased costs of fuel, insurance and labor has increased the cost of operating the program significantly. As a result of these increases, Mark Robinson Hauling is requesting an increase in the amount he is paid to operate the program from \$4,350 to \$6,000 per month. (Note: Mark pays the county \$1,350 per mo. to operate the Transfer Station)

As an alternative to the increased cost to the County, Mark Robinson is offering the County an option of removing cardboard from the accepted materials. This option would reduce the amount of materials recycled to a level that would be covered by the current fee.

Potential Courses Of Action:

- A) Approve the increase from \$4,350 to \$6,000 per month.
- B) Stop accepting cardboard materials and keep the price the same.
- C) Eliminate the County recycling program.
- D) Return the operation of the program to a County operated program.
- E) Ask the City of Dahlonega contribute to the program

Discussion of Courses of Action:

- A) This option would increase the cost to the County of recycling from \$52,200 annually to \$72,000, but would allow the program to keep operating at its current level. This would still be a savings of approximately \$29,000 from what it cost to operate the program in-house in 2019.
- B) Stop accepting cardboard. This option would not increase county costs to operate the recycling program, but would reduce the effectiveness of the program by

eliminating the material that accounts for approximately 40% of the materials received in the program.

C) Eliminating the Recycling program would reduce the services offered to the citizens of the county, but would result in a reduction to the County budget of \$52,000 per year.

D) Returning the program to in-house would increase the budget by approximately \$100,000 based on 2019 costs. However, that budget would need to be increased to include the costs associated with the increased materials and costs of fuel, insurance and labor that Mark Robinson is asking for an increase to cover. Additionally, the market for materials is very low reducing revenues.

E) This option would keep the program operating at the current level, allow the contractor the requested increase to cover operating costs and allow the city to pay for the increased cost that resulted from the termination of their commercial recycling.

Staff Recommendation: