



LUMPKIN COUNTY

Board of Commissioners

Work Session Agenda

Commissioners Boardroom

June 1, 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. Ninth District Headstart Presentation
 2. 2022 Budget Presentation (*Finance Director Abby Branan*)
 3. DLC Chamber Leadership Lumpkin County Update (*Chamber of Commerce Director Robb Nichols*) **Regular Meeting**
- **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*)
 14. 2021 - 37 - Consideration of Update to the Fixed Asset Policy (*Special Projects Director Ashley Peck*)
 15. 2021 - 38 - Consideration of Fleet Replacement Policy (*Special Projects Director Ashley Peck*)
 16. 2021 - 39 - Appoint Member to Board of Tax Assessors - --- to Seat 4 with a term expiring 06.30.2026
 17. 2021 - 40 - 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*)
19. 2021-036 - ACCG-IRMA Property & Liability Insurance Renewal (*Community & Employee Services Director Alicia Davis*)
20. 2021-037 - Possible Renewal of State Properties Commission Lease - Technical College System of GA (*Special Projects Director Ashley Peck*)
21. 2021-038 - GDOC Inmate Work Detail Contract (*Special Projects Director Ashley Peck*)
22. 2021-040 - Consideration of a Fuel Contract (*Finance Director Abby Branan*) **Work Session II**
23. 2021-041 - Amend Kelley Building GMP (*Special Projects Director Ashley Peck*)

- **OTHER ITEMS**

24. Water Authority Request for Planning Inspector's Ford Ranger Pickup (*Water & Sewerage Authority Director Sean Phipps*)
25. Consideration of New Animal Shelter Facility Location (*Special Projects Director Ashley Peck*)
26. Kelley Building Dedication Plaque and Lettering (*Special Projects Director Ashley Peck*)
27. Special Event Permit Request – R-Ranch in the Mountains (*County Clerk Melissa Witcher*)
28. Special Event Permit Request – KC Mellow LLC (*County Clerk Melissa Witcher*)
29. Road Acceptance Request – Whelchel Valley Subdivision (1.949 miles total) (*Public Works Director Larry Reiter*)
30. Consideration of 326 Fred Burns Road Abandonment (*Public Works Director Larry Reiter*)
31. DALC Intent to Issue RFP for Broadband Partner (*Development Authority Director Rebecca Mincey*)
32. Naming of Commissioners Boardroom in Honor of Dr. David J. Miller (*Special Projects Director Ashley Peck*)

- **COUNTY MANAGER**

- **COUNTY ATTORNEY**

- **COMMISSIONERS**

- **PUBLIC COMMENT (Agenda Specific)**

- **ADJOURNMENT**



Lumpkin County, Georgia

Board of Commissioners Department

Date: June 1, 2021

Agenda Item: Ninth District Headstart Presentation

Item Description: Ninth District Headstart Presentation



Lumpkin County, Georgia

Finance Department

Date: June 1, 2021

Agenda Item: 2022 Budget Presentation

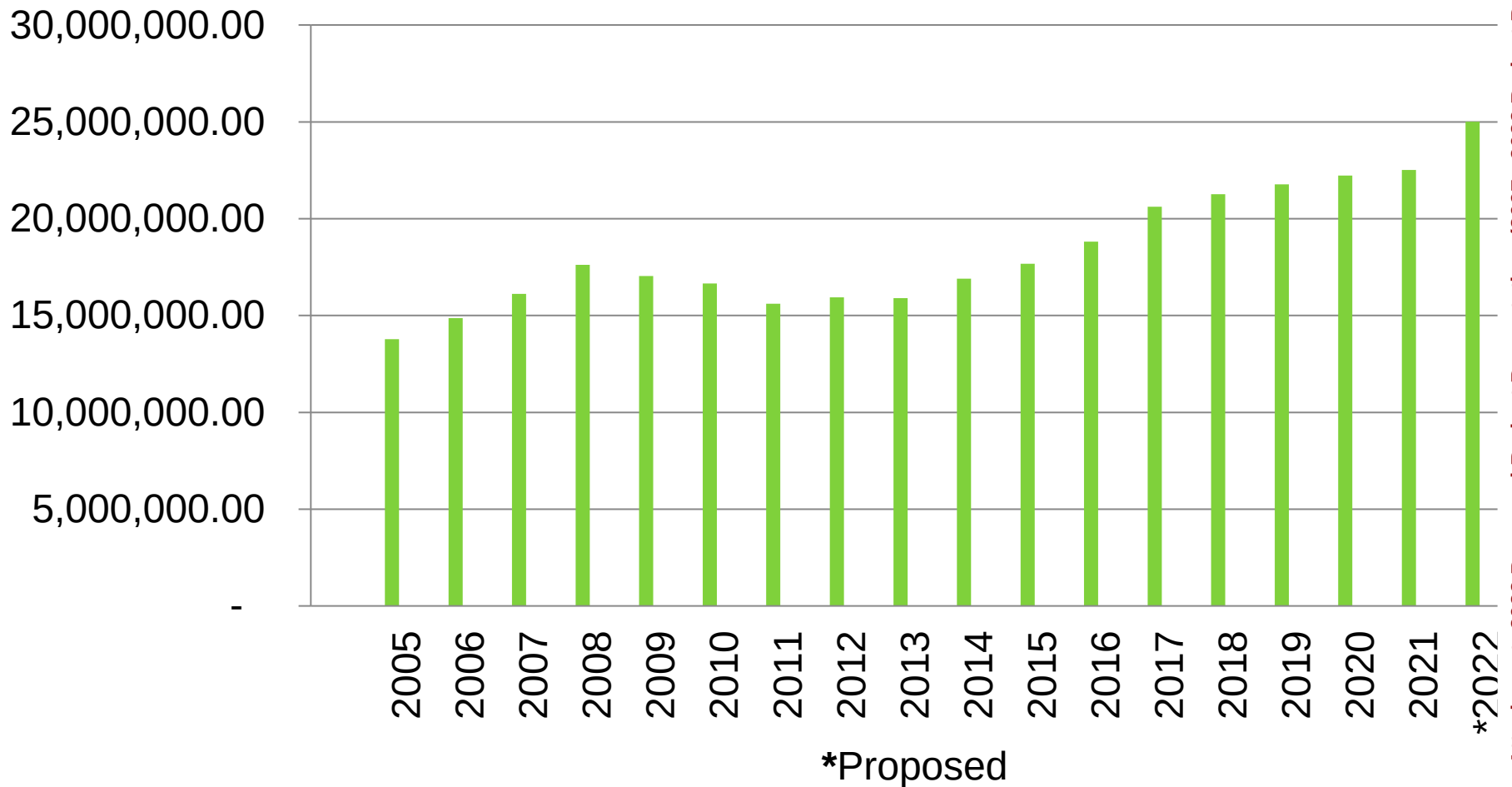
Item Description: 2022 Budget Presentation

Attachments:
2022 Proposed Budget Presentation

2022 PROPOSED BUDGET

Lumpkin County, Georgia
June 1, 2021

Historical Budgets 2005-2020



Goals and Objectives

- Present a budget that reflects the needs of departments
- Preserve service levels
- Implement the recommendations of the Salary & Compensation Study
- Continuation of annual merits
- Provide a COLA

Requested Positions 11 FTE / 2 PT

Full Time

- Animal Control Technician
- Clerk of Court
Administrative Assistant
- Clerk of Court Criminal
Disposition Transmittal
Clerk
- Move Coroner to Salary
- Sheriff CID Investigator
- (2) Sheriff Detention
Officers
- (4) Sheriff UPD Deputies

Part Time

- Emergency Services
FF/Medic
- Move 1st Deputy Coroner
to Salary

Recommended Aquatic Center Positions

Full Time

- Manager*
- Aquatics Coordinator
- Aquatics Program Specialist
- Receptionist/Registrar
- Maintenance Supervisor
- 2 Maintenance Technicians

Part Time

- 3 Shift Supervisors
- 2 Head Lifeguards
- 25 Lifeguards*
- 25 Seasonal Lifeguards
- 4 Concessions Workers

*At the closure of the former County pool facility, the Pool Manager and 10 Lifeguard positions were temporarily defunded, pending construction of the new facility.

What Has Been Considered

- Implementation of the Salary & Compensation Study
- Merit increases
- Some minor equipment purchases and capital purchases
- \$220,000 for self-insurance funding
- COLA
- Absorption of SAFER employees' salaries/benefits
- Opening of aquatic center
- Purchase of UPD Vehicle
- Inventory Tracking System
- Anticipated increases in liability and workers' compensation insurance
- Vast reduction in the number of inmates housed in the Detention Center

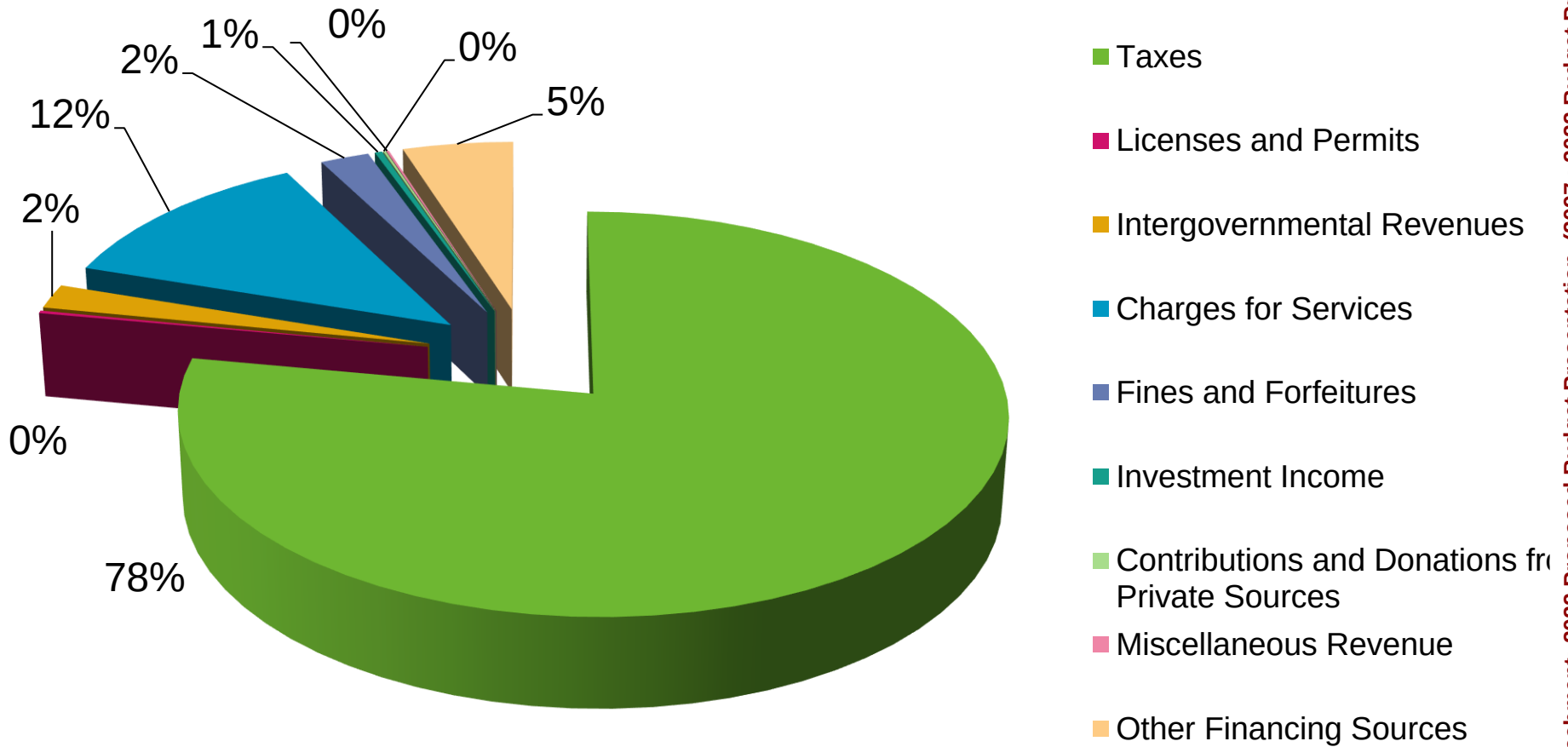
Next Steps:

- Set date for BOC to meet with departments.
- Once digest is complete, calculate millage rate and revise budget as needed.

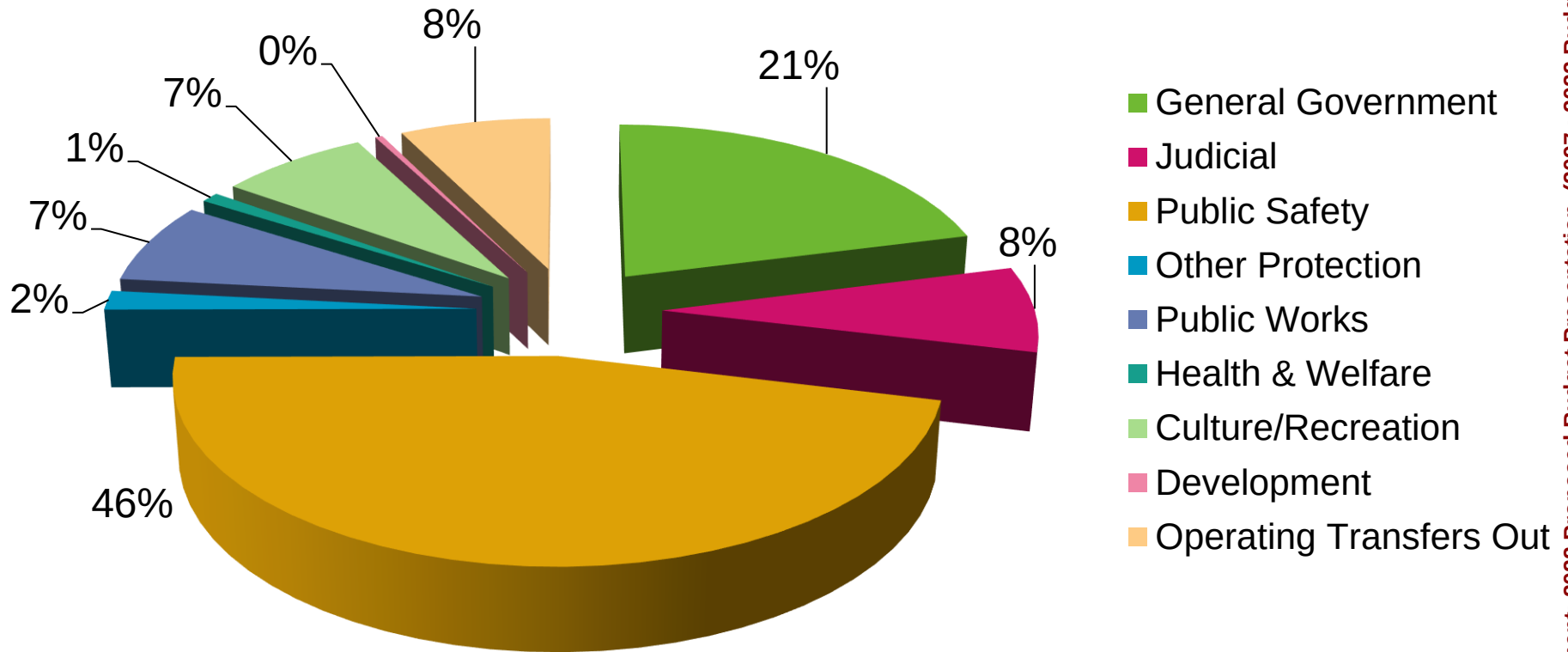
What Was Requested But Not Included

- All position requests with the exception of the Animal Control Technician
- Coroner Van (alternative solution identified)
- Tax Assessor Vehicle
- Ambulance

General Fund Budget Revenues



General Fund Budget Expenditures



Budget documents can be found at:

www.lumpkincounty.gov

Search 2022 budget or link from Finance Department page.

QUESTIONS?



Lumpkin County, Georgia

Board of Commissioners Department

Date: June 1, 2021

Agenda Item: DLC Chamber Leadership Lumpkin County Update

Item Description: DLC Chamber Leadership Lumpkin County Update

LUMPKIN COUNTY
Board of Commissioners
Work Session Minutes
Commissioners Boardroom



May 4, 2021
 4:00 P.M.

CALL TO ORDER

The meeting was called to order at 4:00 PM by Chairman Chris Dockery

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

PRESENTATIONS

1. Historical Society Presentation (Manny Carvalho)

Historical Society Presentation

MINUTES

2. Board of Commissioners - Special Called Meeting - Apr 12, 2021 9:00 AM
3. Board of Commissioners - Work Session - Apr 13, 2021 4:00 PM
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9. Board of Commissioners - Special Called Meeting - Apr 23, 2021 9:00 AM
10. Board of Commissioners - Special Called Meeting - Apr 26, 2021 4:00 PM
11. Board of Commissioners - Special Called Meeting - Apr 27, 2021 3:30 PM

RESOLUTIONS

12. 2021 - 28 - Appoint Members to 2022 Lumpkin County Comprehensive Plan Advisory Committee

Appoint Members to 2022 Lumpkin County Comprehensive Plan Advisory Committee

13. 2021 - 29 - Appoint/Reappoint Members to LC Library Board of Trustees

Resolution to Appoint/Reappoint Members to LC Library Board of Trustees - Robin Hall to Seat 2 and Linda Davis to Seat 5 both with terms expiring 06/30/2025 and Bobbi Larson to Seat 6 of an unexpired term ending June 30, 2023.

14. 2021 - 30 - Reappoint Member to AVITA Board - Barbara Bosanko with a term expiring 06.30.2024

Reappoint Member to AVITA Board - Barbara Bosanko with a term expiring 06/30/2024

15. 2021 - 31 - Reappoint Member to DFACS Board - Lagala Fugate to Seat 3, term expiring 06.30.2026

Reappoint Member to DFACS Board - Lagala Fugate to Seat 3, term expiring 06/30/2026

16. 2021 - 32 - 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

17. 2021 - 33 - Appoint Member to Tourism Board - Blaine Griffith

Appoint Member to Tourism Board - Blaine Griffith

18. 2021 - 34 - Resolution to Approve the Enotah Judicial Circuit Fiscal Year 2021-2022 Budget (Finance Director Abby Branan)

Resolution to Approve the Enotah Judicial Circuit Fiscal Year 2021-2022 Budget

Finance Director Abby Branan said there was a minor requested increase of \$650 for juvenile court but Superior Court went down \$100. There was an additional requested increase for leases that will have to be taken over by the Enotah Circuit directly, rather than having the money come directly from the County. The overall increase for the Lumpkin County contribution is about \$32,000, or a 15% increase total. Ms. Branan said this was not unreasonable since it equated to about a 5% increase per year since it had last been increased.

Commissioner Stringer asked if COVID-19 had affected the court case load since last year. Ms. Branan said they currently have all of the resources they need for court cases. He said he would have guessed there would have been leftover money due to less cases, but County Manager Stan Kelley said they have been doing a lot of their work virtually. Chairman Dockery brought up some of the things that had been discussed at the Enotah Circuit meeting with the other counties, and he said the general consensus was to accept the budget.

19. 2021 - 35 - ACCG Senior Management 401A Retirement Plan (County Manager Stan Kelley)

ACCG Senior Management 401A Retirement Plan

CONTRACTS/AGREEMENTS

20. 2021-022 - IGA City of Dahlonega & Lumpkin County - 2021 Municipal Election (Elections Supervisor Ashley Peck)

The Board of Elections & Registration has been asked by the City of Dahlonega to conduct their 2021 Municipal General Election.

21. 2021-023 - Oak Grove Roundabout Construction Contract (Public Works Director Larry Reiter)

Award contract for the construction of the roundabout at Oak Grove and SR 60 Bus.

Public Works Director Larry Reiter said the bids will be in Thursday, and we will make a recommendation for a contractor after that. The intent is to start work on May 24.

22. 2021-024 - Kelley Building Moving Contract (Special Projects Director Allison Martin)

Kelley Building Moving Contract

Commissioner Stringer commented on the desktop moving portion and asked if it could be removed because it seemed excessive to him. Ms. Martin said it could be removed from the contract, but they recommend using the moving company because it reduces the risk to county employees for injuries and workers comp claims. In her 16 years at the County, we have used professional services for three separate office relocations, she added. The plan is to initiate the move on Friday so it will be ready Monday morning for the public. Chairman Dockery said there may be an extra cost to use the moving company, but it would be an increased risk to use County employees and may require overtime pay.

23. GDOC Inmate Work Detail Contract (Special Projects Director Allison Martin)

GDOC Inmate Work Detail Contract

Special Projects Director Allison Martin said Public Buildings has picked up a lot of the grounds maintenance since the inmate crews stopped coming last year and they have not returned yet this year. They have suggested having a part time seasonal employee, which could eliminate the need for a second inmate crew. However, the BOC could choose to ask for both inmate crews if they would prefer. There has been a slight increase in the cost for this year, but we do not have to pay for the days the inmate crew does not show up.

24. 2021-025 - United Futbol Academy Soccer (Parks & Recreation Manager Wade Chandler)

This is a request for a renewal of the Contract for the United Futbol Academy Field Use Agreement for Soccer Programming.

Wade Chandler, the Parks & Recreation Manager, said we have been using United Futbol Academy since 2014. He has been investigating other options, but this is the best course of action he recommends for now.

25. 2021-026 - GEMA Emergency Management Performance Grant (EMPG) FY-2020 (Emergency Services Director David Wimpy)

This is the annual agreement renewal of the EMPG, between GEMA, (Georgia Emergency Management Agency), and Lumpkin County Emergency Management Agency.

Fire Chief David Wimpy said we have been doing this grant since 2011.

26. 2021-027 - UNG Swimming Pool Agreement (Park & Rec Director Wade Chandler)

This is a contract for a usage agreement between the County and UNG for usage of their pool to instruct swimming lessons and conduct swim team practice.

27. 2021-028 - Legacy Link Nutrition Program Services FY-2022 Contract (Senior Center Manager Linda Kirkpatrick)

CONTRACT FOR SERVICES – SFY 2022 Lumpkin County Board of Commissioners will consider entering into a contract with Legacy Link, Inc. for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening and support services for senior adults in Lumpkin County.

28. 2021-029 - Enotah Public Defender Indigent Defense Contract - City (Finance Director Abby Branan)

Enotah Public Defender Indigent Defense Contract - City

29. 2021-030 - Enotah Public Defender Indigent Defense Contract - Four Counties (Finance Director Abby Branan)

Enotah Public Defender Indigent Defense Contract - Four Counties

Abby Branan said the Public Defender did request a small increase for administrative positions. The consensus at the budget meeting was that the four counties were fine with these increases.

OTHER ITEMS

30. Total Cost Advocates Client Report (Special Projects Director Allison Martin)

Total Cost Advocates Client Report

Ms. Martin said TCA went over the accounts and found a few federal charges they negotiated down. They changed rate structures on additional accounts and were able to secure us an estimated annual savings of \$17,254.59. For the duration of the contract, TCA will obtain 50% of those savings, and they will continue to monitor throughout the contract period for additional savings opportunities.

31. GDOT Airport Fencing Reimbursement (Public Works Director Larry Reiter)

Approve the GDOT reimbursement contract for 75% of the cost of the fencing and parking project at the Lumpkin County Airport.

Mr. Reiter said he is still waiting on the contract, which will be reimbursed 75% by GDOT.

32. Alcoholic Beverage License – Convenience Stores, Inc. d/b/a JP Dahlonga (County Clerk Melissa Witcher)

This is for the issuance of an alcoholic beverage license for Beer & Wine Package sales located at 2030 Hwy 400, Dahlonga, GA 30533.

33. Alcoholic Beverage License –Jay Jalaramji, LLC. d/b/a Iron Mountain Mart (County Clerk Melissa Witcher)

This is for the issuance of an alcoholic beverage license for Beer & Wine Package sales located at 2604 Dawsonville Hwy, Dahlonga, GA 30533.

34. Consideration of Planning & Development Services Website Rebranding (Special Projects Director Allison Martin)

Discussion of the Kelley Building Planning & Development Services website redesign. This includes design, navigation, and customer help elements.

Commissioner Mayfield said he was not in favor of every department having their own logo. Mr. Kelley said Park & Rec has one, along with the Fire Department's patch and the Senior Center's Meals on Wheels logo. Rebecca Mincey said she has been collaborating with Ms. Martin to discuss a comprehensive approach to branding. She said it was recommended by the website consultant to develop a logo specific to the new Planning and Development Services building. She said the intent is to help visitors recognize more easily when they are on the redesigned website.

Commissioner Stringer said he doesn't think the website is the issue, it is just the logo idea. The Chairman said the website redesign will be good, he just thinks the County needs to stay consistent as far as logos. He said it could be possible to convey the same information with a banner or something similar on the webpage, and Commissioner Moran agreed. Commissioner Stringer suggested using the Lumpkin County Seal and simply putting the department name around the outside border.

35. Consideration of Water & Sewerage Authority Employees Move to County Health Insurance (Water & Sewerage Authority Director Sean Phipps)

Consideration of Water & Sewerage Authority Employees Move to County Health Insurance

Sean Phipps said the Lumpkin County Water & Sewerage Authority has six full time employees. Their current plan is Blue Cross Blue Shield through the ACCG group enrollment plan. The LCWSA Board budgets for around a 5-10% increase each year for increased health insurance costs, but ACCG sent a letter this year stating that premiums are increasing 31%. Mr. Phipps said the Authority's budget cannot accommodate an increase of that magnitude, so he is gathering information to see what their options are. He is looking to see if it is a possibility to include the LCWSA employees on the new self-insured County plan.

Human Resources Director Alicia Davis said ultimately it will be a BOC decision, but we will have to go to Turner, Wood, & Smith Insurance to determine how to get the LCWSA employees added. Commissioner Mayfield said he would be interested in doing so, since they are essentially a part of the organization. Chairman Dockery asked if we do this already for the Development Authority, and Rebecca Mincey (Director of the Development Authority) responded that it is part of their IGA with the County.

Commissioner Stringer said he doesn't see how this could hurt the County. Mr. Phipps said the risk is if any of their employees have expensive claims; it would drive up the County's costs since they would be in the insurance pool. Last year, the LCWSA insurance had a lot of utilization from its employees, but they were random events. That is the main reason their insurance is increasing so much for this year, though ACCG's group plan is going up 12.3% on average for everyone. Chairman Dockery said he was fine including the LCWSA employees in the County's insurance. Ms. Davis said this shouldn't affect our timeline too much, and she will continue to work with Mr. Phipps and TWS on this change.

36. Consideration of Part Time Custodial Position to Full Time (Special Projects Director Allison Martin)

Consideration of Part Time Custodial Position to Full Time

Special Projects Director Allison Martin said we have a part-time custodial position that has been open for some time. There is a current employee who is looking to transfer to become a custodian, but she is aware if she transfers now, she will lose her benefits since it is part time. Staff is recommending to bring the position to full time, which will mean about a \$14,000 difference with fringe. Commissioner Mayfield said he was in favor of this, since he is aware of how hard custodial employees work. Mr. Kelley said he is proud of our custodial staff for how hard they work.

37. Dahlonge Lions Club Special Request to Honor Larry Odom (Myke Seabolt)

Dahlonge Lions Club Special Request to Honor Larry Odom

Ms. Seabolt presented a request on behalf of the Dahlonge Lions Club to honor the late Larry Odom by installing benches near the Veterans Memorial Park at the Administration Building and at Lake Zwerner. They are also planning to do three others within the City limits. Chairman Dockery suggested that they work together with County staff to pick appropriate metal benches which will be durable, and the County can help with their installation.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

Sheriff Jarrard asked the Board if the LCSO was going to get any office space in the old Planning Department building, but Chairman Dockery said they have not yet discussed plans for the building's future.

ADJOURNMENT

The meeting was adjourned at 5:06 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

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

LUMPKIN COUNTY
Board of Commissioners
Special Called Meeting Minutes
Executive Conference Room



May 4, 2021
 4:30 P.M.

CALL TO ORDER

The meeting was called to order at 5:24 PM by Chairman Chris Dockery

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

CONSIDERATION OF AGENDA

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

EXECUTIVE SESSION - PERSONNEL

Motion: A motion was made by Commissioner Mayfield to enter executive session. The motion was seconded by Commissioner Stringer. The motion was approved and carried, and executive session began at 5:25 pm.

Motion: A motion was made by Commissioner Mayfield to exit executive session and re-enter regular session at 6:17 pm. The motion was seconded by Rhett Stringer. The motion was approved and carried.

Motion: A motion was made by Chairman Dockery to contribute \$30,000 to Stan Kelley's retirement. The motion was seconded by Bobby Mayfield. The motion was approved and carried.

Motion: A motion was made by Commissioner Moran to approve an additional position. The motion was seconded by Bobby Mayfield. The motion was approved and carried.

ADJOURNMENT

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

The meeting ended at 6:18 pm.

 Date

 Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

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

LUMPKIN COUNTY
Board of Commissioners
SLUA Public Hearing Minutes
Commissioners Boardroom



May 6, 2021
 5:00 P.M.

Call to Order

The meeting was called to order at 5:01 PM by Chairman Chris Dockery

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

Consideration of Agenda

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

SLUA Presentation (Larry Reiter)

SLUA Hearing Rules (Chairman Dockery)

There was some discussion amongst the Board of Commissioners regarding the wording of the advertisement and the wording on the SLUA application. Chairman Dockery recommended postponing any decision until the meeting could be re-advertised with the appropriate language to match the application.

Proposed Flea Market Land Use

Proposed Flea Market Land Use

Proposed Flea Market Land Use

Motion: A motion was made by District 2 Commissioner Mayfield to readvertise for this SLUA meeting and hold it at an appropriate time according to law. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

Public Comment in Support of the SLUA

Public Comment Opposed to the SLUA

Rebuttal

Commissioner Comments

It was decided to hold another SLUA Public Hearing on May 27 at 5 pm.

Adjournment

Motion: *A motion was made by Rhett Stringer to adjourn the meeting. The motion was seconded by Bobby Mayfield. The motion was approved and carried.*

The meeting was adjourned at 5:28 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

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

LUMPKIN COUNTY
Board of Commissioners
Special Called Meeting Minutes
Commissioners Boardroom



May 12, 2021
 4:00 P.M.

CALL TO ORDER

The meeting was called to order at 4:00 PM by Chairman Chris Dockery

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

CONSIDERATION OF AGENDA

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

RESOLUTIONS

1. 2021 - 36 - Resolution Setting the Qualifying Fees for Candidates Seeking Election to Certain County Offices (Elections Supervisor Ashley Peck)

The governing authority of the county must establish the qualifying fee for a Special Election.

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

CONTRACTS/AGREEMENTS

2. 2021-023 - Oak Grove Roundabout Construction Contract (Public Works Director Larry Reiter)

Award contract for the construction of the roundabout at Oak Grove and SR 60 Bus.

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

3. 2021-031 - GA Power Company Utility Relocation Agreement - Oak Grove Roundabout (Public Works Director Larry Reiter)

Approve utility relocation agreement with Georgia Power for the construction of the roundabout at the Oak Grove and SR 60 Bus.

Motion: A motion was made by District 3 Commissioner Stringer to approve proceeding with the agreement and to let Chairman Dockery and the staff finalize the details. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

OTHER ITEMS

4. Special Called Election to Fill a Vacancy on the Board of Commissioners (Elections Supervisor Ashley Peck)

A Special Election will need to be held to fill the vacancy of District 1, Board of Commissioners. A date for that Special Election will need to be chosen so the Election Superintendent can call the Election.

Motion: A motion was made by Chairman Dockery to approve . The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

ADJOURNMENT

Motion: A motion was made by Commissioner Mayfield to adjourn the meeting. The motion was seconded by Commissioner Moran. The motion was approved and carried, and the meeting ended at 4:16 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of May 12, 2021 4:00 PM (MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Public Hearing Minutes
Commissioners Boardroom



May 18, 2021
 5:15 P.M.

Call to Order

The meeting was called to order at 5:17 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	

Public Comment

There were no comments from the public regarding the licenses.

Alcoholic Beverage License (Beer/Wine Package Sales) - Michael Davis for Convenience Stores, Inc. dba JP Dahlonega

Alcoholic Beverage License (Beer/Wine Package Sales) - Ghanshyam Patel for Jay JalaramJi LLC dba Iron Mountain Mart

Adjournment

The meeting was adjourned at 5:20 PM.

 Date

 Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

Attest:

 Melissa Witcher
 County Clerk, Lumpkin County

Minutes Acceptance: Minutes of May 18, 2021 5:15 PM (MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Work Session II Minutes
Commissioners Boardroom



May 18, 2021
 5:30 P.M.

CALL TO ORDER

The meeting was called to order at 5:23 PM by Chairman Chris Dockery

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

CONSIDERATION OF MINUTES

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RESOLUTIONS

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Resolution to Appoint/Reappoint Members to LC Library Board of Trustees - Robin Hall to Seat 2 and Linda Davis to Seat 5 both with terms expiring 06/30/2025 and Bobbi Larson to Seat 6 of an unexpired term ending June 30, 2023.

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15. 2021 - 32 - Appoint Member to the Development Authority - Clarence Stowers to Seat 8, a term expiring 03.07.2025

Appoint Member to the Development Authority - Clarence Stowers to Seat 8, with a term expiring 03.07.2025

16. 2021 - 33 - Appoint Member to Tourism Board - Blaine Griffith

Appoint Member to Tourism Board - Blaine Griffith

CONTRACTS/AGREEMENTS

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The Board of Elections & Registration has been asked by the City of Dahlonega to conduct their 2021 Municipal General Election.

18. 2021-024 - Kelley Building Moving Contract (Special Projects Director Allison Martin)

Kelley Building Moving Contract

19. 2021-025 - United Futbol Academy Soccer (Parks & Recreation Manager Wade Chandler)

This is a request for a renewal of the Contract for the United Futbol Academy Field Use Agreement for Soccer Programming.

20. 2021-026 - GEMA Emergency Management Performance Grant (EMPG) FY-2020 (Emergency Services Director David Wimpy)

This is the annual agreement renewal of the EMPG, between GEMA, (Georgia Emergency Management Agency), and Lumpkin County Emergency Management Agency.

21. 2021-027 - UNG Swimming Pool Agreement (Park & Rec Director Wade Chandler)

This is a contract for a usage agreement between the County and UNG for usage of their pool to instruct swimming lessons and conduct swim team practice.

22. 2021-028 - Legacy Link Nutrition Program Services FY-2022 Contract (Senior Center Manager Linda Kirkpatrick)

CONTRACT FOR SERVICES – SFY 2022 Lumpkin County Board of Commissioners will consider entering into a contract with Legacy Link, Inc. for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening and support services for senior adults in Lumpkin County.

23. 2021-029 - Enotah Public Defender Indigent Defense Contract - City (Finance Director Abby Branan)

Enotah Public Defender Indigent Defense Contract - City

24. 2021-030 - Enotah Public Defender Indigent Defense Contract - Four Counties (Finance Director Abby Branan)

Enotah Public Defender Indigent Defense Contract - Four Counties

25. 2021-032 - 2021 Co-op Law Enforcement Annual Operating & Financial Plan - LCSO & USDA Forest Service

2021 Co-op Law Enforcement Annual Operating & Financial Plan - LCSO & USDA Forest Service

Finance Director Abby Branan said the County shouldn't be adding any extra cost with this because the Forest Service will reimburse us. Major Doug Cochran said we didn't use all of it last year so there will be some left over. The Chairman said he recommends allowing staff to clarify any discrepancies.

26. 2021-033 - Lot Purchase and Sale Agreement for 126 Antique Way (County Attorney Joy Edelberg)

This is a contract for the sale of property located at 126 Antique Way, Dahlonega, GA 30533, which was seized as a part of a drug forfeiture and is being sold pursuant to a court order directing the sale of the property.

Commissioner Mayfield said a lady called him and wanted the Commissioners to know she has relatives living in the area so she intends to try to win the bid. Commissioner Stringer asked the County Attorney some questions about the closing dates and whether they were realistic. Commissioner Moran said #1 looks the best to him, and Commissioner Mayfield asked about the meaning of the "inspection period." Joy Edelberg said it allows bidders to do any land investigations they like during the 3-day period, and they can terminate the contract at that point if they find anything they don't like. Ms. Edelberg recommended accepting #1 as the primary and #2 as an alternate.

OTHER ITEMS

27. GDOC Inmate Work Detail Contract (Special Projects Director Allison Martin)

GDOC Inmate Work Detail Contract

Mr. Kelley said he recommends going with the one crew instead of two.

28. GDOT Airport Fencing Reimbursement (Public Works Director Larry Reiter)

Approve the GDOT reimbursement contract for 75% of the cost of the fencing and parking project at the Lumpkin County Airport.

29. Alcoholic Beverage License – Convenience Stores, Inc. d/b/a JP Dahlonega (County Clerk Melissa Witcher)

This is for the issuance of an alcoholic beverage license for Beer & Wine Package sales located at 2030 Hwy 400, Dahlonega, GA 30533.

30. Alcoholic Beverage License –Jay Jalaramji, LLC. d/b/a Iron Mountain Mart (County Clerk Melissa Witcher)

This is for the issuance of an alcoholic beverage license for Beer & Wine Package sales located at 2604 Dawsonville Hwy, Dahlonega, GA 30533.

31. Consideration of Water & Sewerage Authority Employees Move to County Health Insurance (Water & Sewerage Authority Director Sean Phipps)

Consideration of Water & Sewerage Authority Employees Move to County Health Insurance
Commissioner Mayfield said he is in support of this.

32. Consideration of Part Time Custodial Position to Full Time (Special Projects Director Allison Martin)

Consideration of Part Time Custodial Position to Full Time

33. Dahlonga Lions Club Special Request to Honor Larry Odom (Myke Seabolt)

Dahlonga Lions Club Special Request to Honor Larry Odom

The Chairman said he has no issue with this as long as the benches will be durable and high-quality. Mr. Kelley said he spoke to Ms. Seabolt last week and they are choosing to go with a higher quality commercial bench. Chairman Dockery recommends approving the request and making it contingent upon staff approving the quality of the benches.

34. Enotah Judicial Circuit Fiscal Year 2021-2022 Budget (Finance Director Abby Branan)

Enotah Judicial Circuit Fiscal Year 2021-2022 Budget

35. American Rescue Plan Act of 2021 (Finance Director Abby Branan)

American Rescue Plan Act of 2021

Abby Branan said we were advised to go ahead and register on the portal in order to claim our allotment of rescue plan funds. Lumpkin County is due to receive around \$6.5 million. We were advised to electronically sign the agreements and ratify this tonight, she explained. Commissioner Mayfield asked if there were any special conditions attached to this. Ms. Branan said the guidance is forthcoming, but things are still ambiguous right now.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

The meeting was adjourned at 5:50 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of May 18, 2021 5:30 PM (MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Minutes
Commissioners Boardroom



May 18, 2021
 6:00 P.M.

CALL TO ORDER

The meeting was called to order at 6:01 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	

INVOCATION - Dr. Steve Schofield, Dahlonega United Methodist Church

CONSIDERATION OF AGENDA

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

PUBLIC COMMENTS (Agenda Specific)

CONSIDERATION OF MINUTES

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

1. Board of Commissioners - Special Called Meeting - Apr 12, 2021 9:00 AM
2. Board of Commissioners - Work Session - Apr 13, 2021 4:00 PM
3. Board of Commissioners - Special Called Meeting - Apr 16, 2021 9:00 AM
4. Board of Commissioners - Public Hearing - Apr 20, 2021 5:15 PM
5. Board of Commissioners - Work Session II - Apr 20, 2021 5:30 PM
6. Board of Commissioners - Regular Meeting - Apr 20, 2021 6:00 PM
7. Board of Commissioners - Special Called Meeting - Apr 21, 2021 9:00 AM
8. Board of Commissioners - Special Called Meeting - Apr 23, 2021 9:00 AM
9. Board of Commissioners - Special Called Meeting - Apr 26, 2021 4:00 PM
10. Board of Commissioners - Special Called Meeting - Apr 27, 2021 3:30 PM

RESOLUTIONS

11. 2021 - 28 - Appoint Members to 2022 Lumpkin County Comprehensive Plan Advisory Committee

Appoint Members to 2022 Lumpkin County Comprehensive Plan Advisory Committee

Motion: A motion was made by Chairman Dockery to approve Appoint Members to 2022 Lumpkin County Comprehensive Plan Advisory Committee. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

12. 2021 - 29 - Appoint/Reappoint Members to LC Library Board of Trustees

Resolution to Appoint/Reappoint Members to LC Library Board of Trustees - Robin Hall to Seat 2 and Linda Davis to Seat 5 both with terms expiring 06/30/2025 and Bobbi Larson to Seat 6 of an unexpired term ending June 30, 2023.

Motion: A motion was made by Chairman Dockery to reappoint Robin Hall to Seat 2 with a term expiring 6/30/2025. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

Motion: A motion was made by Chairman Dockery to reappoint Linda Davis to Seat 5 with a term expiring 6/30/2025. The motion was seconded by Jeff Moran. The motion was approved and carried.

Motion: A motion was made by Chairman Dockery to appoint Bobbi Larson to Seat 6 with an unexpired term ending 6/30/2023. The motion was seconded by Jeff Moran. The motion was approved and carried.

13. 2021 - 30 - Reappoint Member to AVITA Board - Barbara Bosanko with a term expiring 06.30.2024

Reappoint Member to AVITA Board - Barbara Bosanko with a term expiring 06/30/2024

Motion: A motion was made by Chairman Dockery to reappoint Barbara Bosanko with a term expiring 6/30/2024. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

14. 2021 - 31 - Reappoint Member to DFACS Board - Lagala Fugate to Seat 3, term expiring 06.30.2026

Reappoint Member to DFACS Board - Lagala Fugate to Seat 3, term expiring 06/30/2026

Motion: A motion was made by Chairman Dockery to reappoint Lagala Fugate to Seat 3 with a term expiring 6/30/2026. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

15. 2021 - 32 - Appoint Member to the Development Authority - Clarence Stowers to Seat 8, a term expiring 03.07.2025

Appoint Member to the Development Authority - Clarence Stowers to Seat 8, with a term expiring 03.07.2025

Motion: A motion was made by Chairman Dockery to appoint Clarence Stowers to Seat 8 with a term expiring 3/7/2025. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

16. 2021 - 33 - Appoint Member to Tourism Board - Blaine Griffith

Appoint Member to Tourism Board - Blaine Griffith

Motion: A motion was made by Chairman Dockery to appoint Blaine Griffith to the Tourism Board. 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

17. 2021-022 - IGA City of Dahlonega & Lumpkin County - 2021 Municipal Election (Elections Supervisor Ashley Peck)

The Board of Elections & Registration has been asked by the City of Dahlonega to conduct their 2021 Municipal General Election.

Motion: A motion was made by District 2 Commissioner Mayfield to approve IGA City of Dahlonega & Lumpkin County - 2021 Municipal Election. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

18. 2021-024 - Kelley Building Moving Contract (Special Projects Director Allison Martin)

Kelley Building Moving Contract

Motion: A motion was made by Chairman Dockery to approve Kelley Building Moving Contract. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

19. 2021-025 - United Futbol Academy Soccer (Parks & Recreation Manager Wade Chandler)

This is a request for a renewal of the Contract for the United Futbol Academy Field Use Agreement for Soccer Programming.

Motion: A motion was made by District 3 Commissioner Stringer to approve United Futbol Academy Soccer. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

20. 2021-026 - GEMA Emergency Management Performance Grant (EMPG) FY-2020 (Emergency Services Director David Wimpy)

This is the annual agreement renewal of the EMPG, between GEMA, (Georgia Emergency Management Agency), and Lumpkin County Emergency Management Agency.

Motion: A motion was made by District 2 Commissioner Mayfield to approve GEMA Emergency Management Performance Grant (EMPG) FY-2020. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

21. 2021-027 - UNG Swimming Pool Agreement (Park & Rec Director Wade Chandler)

This is a contract for a usage agreement between the County and UNG for usage of their pool to instruct swimming lessons and conduct swim team practice.

Motion: A motion was made by District 4 Commissioner Moran to approve UNG Swimming Pool Agreement. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

22. 2021-028 - Legacy Link Nutrition Program Services FY-2022 Contract (Senior Center Manager Linda Kirkpatrick)

CONTRACT FOR SERVICES – SFY 2022 Lumpkin County Board of Commissioners will consider entering into a contract with Legacy Link, Inc. for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening and support services for senior adults in Lumpkin County.

Motion: A motion was made by District 2 Commissioner Mayfield to approve Legacy Link Nutrition Program Services FY-2022 Contract. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

Minutes Acceptance: Minutes of May 18, 2021 6:00 PM (MINUTES)

23. 2021-029 - Enotah Public Defender Indigent Defense Contract - City (Finance Director Abby Branan)

Enotah Public Defender Indigent Defense Contract - City

Motion: A motion was made by District 4 Commissioner Moran to approve Enotah Public Defender Indigent Defense Contract - City. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

24. 2021-030 - Enotah Public Defender Indigent Defense Contract - Four Counties (Finance Director Abby Branan)

Enotah Public Defender Indigent Defense Contract - Four Counties

Motion: A motion was made by District 4 Commissioner Moran to approve Enotah Public Defender Indigent Defense Contract - Four Counties. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

25. 2021-032 - 2021 Co-op Law Enforcement Annual Operating & Financial Plan - LCSO & USDA Forest Service

2021 Co-op Law Enforcement Annual Operating & Financial Plan - LCSO & USDA Forest Service

Motion: A motion was made by District 2 Commissioner Mayfield to approve the contract and have staff clarify the discrepancy at a later date. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

26. 2021-033 - Lot Purchase and Sale Agreement for 126 Antique Way (County Attorney Joy Edelberg)

This is a contract for the sale of property located at 126 Antique Way, Dahlonge, GA 30533, which was seized as a part of a drug forfeiture and is being sold pursuant to a court order directing the sale of the property.

Motion: A motion was made by District 4 Commissioner Moran to accept option 1 with option 2 as an alternate. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

OTHER ITEMS

27. 2021-039 - GDOC Inmate Work Detail Contract (Special Projects Director Allison Martin)

GDOC Inmate Work Detail Contract

Motion: A motion was made by District 3 Commissioner Stringer to request one inmate crew and approve the part-time public buildings position. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

28. GDOT Airport Fencing Reimbursement (Public Works Director Larry Reiter)

Approve the GDOT reimbursement contract for 75% of the cost of the fencing and parking project at the Lumpkin County Airport.

Motion: A motion was made by District 4 Commissioner Moran to approve GDOT Airport Fencing Reimbursement. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

29. Alcoholic Beverage License – Convenience Stores, Inc. d/b/a JP Dahlonge (County Clerk Melissa Witcher)

This is for the issuance of an alcoholic beverage license for Beer & Wine Package sales located at 2030 Hwy 400, Dahlonega, GA 30533.

Motion: A motion was made by District 2 Commissioner Mayfield to approve Alcoholic Beverage License – Convenience Stores, Inc. d/b/a JP Dahlonega. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

30. Alcoholic Beverage License –Jay Jalaramji, LLC. d/b/a Iron Mountain Mart (County Clerk Melissa Witcher)

This is for the issuance of an alcoholic beverage license for Beer & Wine Package sales located at 2604 Dawsonville Hwy, Dahlonega, GA 30533.

Motion: A motion was made by District 4 Commissioner Moran to approve Alcoholic Beverage License –Jay Jalaramji, LLC. d/b/a Iron Mountain Mart. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

31. Consideration of Water & Sewerage Authority Employees Move to County Health Insurance (Water & Sewerage Authority Director Sean Phipps)

Consideration of Water & Sewerage Authority Employees Move to County Health Insurance

Motion: A motion was made by District 2 Commissioner Mayfield to approve Consideration of Water & Sewerage Authority Employees Move to County Health Insurance. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

32. Consideration of Part Time Custodial Position to Full Time (Special Projects Director Allison Martin)

Consideration of Part Time Custodial Position to Full Time

Motion: A motion was made by District 3 Commissioner Stringer to approve Consideration of Part Time Custodial Position to Full Time. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

33. Dahlonega Lions Club Special Request to Honor Larry Odom (Myke Seabolt)

Dahlonega Lions Club Special Request to Honor Larry Odom

Motion: A motion was made by Chairman Dockery to approve the benches contingent on approval from County staff regarding the quality of the benches. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

34. Enotah Judicial Circuit Fiscal Year 2021-2022 Budget (Finance Director Abby Branan)

Enotah Judicial Circuit Fiscal Year 2021-2022 Budget

Motion: A motion was made by Chairman Dockery to approve Enotah Judicial Circuit Fiscal Year 2021-2022 Budget. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

35. American Rescue Plan Act of 2021 (Finance Director Abby Branan)

American Rescue Plan Act of 2021

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

COUNTY MANAGER

COUNTY ATTORNEY**COMMISSIONERS**

Commissioner Stringer asked everyone to remember the Miller family at this time.

PUBLIC COMMENTS**EXECUTIVE SESSION - Personnel**

Motion: Commissioner Mayfield moved to enter executive session and was seconded by Commissioner Stringer. The motion was approved and executive session began at 6:23 pm.

Motion: Commissioner Stringer moved to exit executive session and re-enter regular session at 8:08 PM. He was seconded by Jeff Moran, and the motion was approved and carried.

Motion: Commissioner Mayfield moved to select Alan Ours as the next County Manager based upon the contract terms. He was seconded by Commissioner Moran, and the motion was approved and carried.

ADJOURNMENT

Motion: A motion was made by Commissioner Mayfield to adjourn the meeting. The motion was seconded by Commissioner Stringer. The motion was approved and carried, and the meeting was adjourned at 8:11 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of May 18, 2021 6:00 PM (MINUTES)

LUMPKIN COUNTY
Board of Commissioners
BOC Retreat Minutes
Union County Community Center



May 24, 2021
 9:00 AM

Call to Order

The meeting was called to order at 9:00 AM 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	

Permitting & Development

Bruce Georgia reviewed the building permits for the year compared to previous years, followed by the character area map and the areas of development in the county.

Variance Application Trends

Setbacks are the number one variance request. There was discussion on whether to allow the Planning Department to have the ability to research and grant them. A letter from the HOA or all adjoining landowners may need to be required when submitting a setback variance. If the setback request is for a residential use, then that needs to be taken under consideration. The language in the variances needs to be addressed and staff will identify the issues that have become a frequent occurrence.

There was also discussion about the difference between a variance request and a character area map amendment (CAM) and what was appropriate for which procedure. If the CAM process begins to be utilized more frequently there will need to be a decision made as to how many times a year the Board will hear them.

Lumpkin County Regulation Language

Family Subdivisions were examined and what is needed to make them more enforceable. A solid definition for hardship needs to be listed, including self-imposed hardship. A sign will be posted on the property for every variance request. SLUA's need to address allowing staff the opportunity to determine if a SLUA is required for any land use, if deemed appropriate due to potential adverse effects. A process is needed to determine whether the Planning Director initiates a SLUA, and there also needs to be a clear definition for what triggers the SLUA process. Currently, the appeals process for both a variance request and a SLUA does not address allowing any aggrieved party the opportunity to appeal a Planning Department or Planning Commission decision. There needs to be some discernment of who can appeal and who can file the appeals. There will be a CUVA question added on land use request and variance request applications.

Roles & Responsibilities

If there is a question of something being a conflict of interest then the Planning Commission will read the code section that states it is allowed at the beginning of the meeting. The Planning Commission members will sign an annual conflict of interest statement paper to keep on file.

Planning Commission Appointments

The Planning Commission will receive additional training and a refresher course. They will present to the BOC semi-annually to discuss trends, issues, opportunities, and recommended Land Use/Development Regulation revisions. There was discussion of whether or not the BOC should appoint the chairman of the Planning Commission.

Next Steps

Adjourn

The meeting was adjourned at 2:50 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of May 24, 2021 9:00 AM (MINUTES)

LUMPKIN COUNTY
Board of Commissioners
SLUA Public Hearing Minutes
Commissioners Boardroom



May 27, 2021
 5:00 P.M.

Call to Order

The meeting was called to order at 5:00 PM by Chairman Chris Dockery

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

Consideration of Agenda

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

SLUA Presentation (Planning Director Bruce Georgia)

SLUA Hearing Rules (Chairman Dockery)

Public Comment in Support of the SLUA

Sheryl Berry spoke on behalf of applicant Tom Rainey. They are hoping to have the weekend mini market open on Fridays, Saturdays, and Sundays. She said people would be able to rent booths and bring items to sell. Chairman Dockery asked her if they intended to operate seasonally or all year long, and Ms. Berry said they will probably be seasonal to begin with, but if the weather permits they could operate during the winter as well.

Kimberly Mihok, 1063 Grindle Bridge Road, said the market is a good idea and will be beneficial for people who have been hit hard by the economy.

Public Comment Opposed to the SLUA

Mark Townsend, 172 Wild Azalea Trail, presented some pictures of the property to the Commissioners. He said they have been working on the property before the business has even received approval. He does not have an issue with the business itself, but he thinks it is in the wrong place. He extensively reviewed the Gateway Corridor Overlay district regulations, and nothing in there lends itself to this type of business. All of the language in the ordinance involving building design, setbacks, screening, and other things does not address businesses like flea markets. Mr. Townsend also expressed concern that the SLUA was denied previously when it was considered a "flea market" and he does not understand how a "weekend mini market" is any different. He commented that it seemed like it was just a flea market by a different name. He said it could be an eyesore if

materials and tents are left out all week when the market isn't open. Mr. Townsend also had concerns about parking and sanitation for the property.

Chairman Dockery said he hadn't read anything about people parking within the right-of-way; Commissioner Stringer said there had been discussions about the entrance lane, but no one would be able to park within the ROW. Mr. Townsend said he was concerned about what would happen if the parking lot filled up. He also questioned if the portable bathrooms would sit there all week long, and he said the current sign out there doesn't look like it follows the County sign regulations. Planning Director Bruce Georgia said they will have to meet the sign standards of the Code of Ordinances, and that will be addressed in the business license if this is approved. Mr. Townsend ended his comments by saying that the Commissioners spent a lot of time and effort putting together the Gateway Corridor regulations, and this seems to go against everything in the ordinance.

Tom Vincent of Porter Springs Road said he is concerned about traffic safety at the property. Chairman Dockery said GDOT inspected the entrance and it meets all of their requirements.

Rebuttal

Kimberly Mihok said if the Gateway Corridor regulations don't explicitly ban tents, then there shouldn't be a problem. She also said Mr. Rainey's signage will be controlled under the business license.

Commissioner Comments

Commissioner Moran asked Sheryl Berry and Mr. Rainey if either of them had consulted the design guidelines booklet for the Gateway Corridor district. Ms. Berry replied she had not, but they would abide by any regulations required by the BOC. Commissioner Moran told them it is a 66 page guide of things that are acceptable or not acceptable in the Gateway Corridor. He stated he has nothing against a flea market but he doesn't like the location. As Mr. Townsend discussed, we put a lot of money, effort, and time into developing these guidelines, including receiving public input. The parameters for buildings, lighting, screening, etc. have already been set. Temporary buildings are prohibited within the Gateway Corridor, and storage buildings require screening. Commissioner Moran said this market is not compatible with the overlay district guidelines.

Commissioner Mayfield read his prepared statement regarding his opinion on the SLUA. He said he has received a lot of input from citizens on both sides of the issue. This is not a business that the BOC intended for the Gateway Corridor, but he feels we need to provide citizens with ways to feed their families, especially with the construction delays brought on by COVID. He predicted eventually a rich developer will buy the land once the area starts getting developed.

Proposed Weekend Mini Market Special Land Use Request

1. Proposed Weekend Mini Market Special Land Use Request (Tommy Rainey)

Proposed Weekend Mini Market Special Land Use Request

Motion: Commissioner Mayfield moved to approve the SLUA with the following conditions imposed, and was seconded for discussion by Commissioner Stringer:

1. Operates only on Saturday and Sunday unless a Federal or State holiday creates a 3-day weekend.
2. No materials left on property other than a permanent portable bathroom and possibly wooden tables.
3. No tarps covering piles of stuff.
4. No storage buildings or tent frames.
5. No signage other than those that meet County regulations.
6. No streamers or other decorations Monday-Friday except for on a holiday weekend.
7. Hours of operation will be daylight to dark.

There was additional discussion between the Commissioners, staff, and the County Attorney for clarification on some of the points.

Motion: Commissioner Mayfield amended his motion to the following:

1. Hours of operation will be Friday noon to Sunday at dark, except for Federal or State holiday weekends. On holiday weekends, it will start the day before at noon for setup.
2. No materials left on property other than a portable bathroom to remain on-site that is serviced weekly, or wooden tables. Materials shall not be left on site Monday-Thursday.
3. No tarps on piles of stuff Monday-Thursday.
4. No storage buildings or tent frames except for 1 pre-fabricated building to be used for an office and registration.
5. No signs other than those that meet County regulations. Any permanent signs to advertise the market must be permitted through County.
6. Only parking in designated gravel areas. No parking on right-of-way is allowed.

Commissioner Stringer seconded the motion. Commissioner Stringer, Commissioner Mayfield, and Chairman Dockery were in favor. Commissioner Moran was opposed. The motion carried 3-1.

Chairman Dockery said the proposed use that was approved tonight might not be permanent. It could go away once land prices rise and another developer wants to buy it. Looking around the County and even within the Gateway Corridor, there are other operations that are similar to this, and he gave several examples. He said over time, different uses will happen for the land.

Commissioner Moran said he isn't against flea markets; it is just that the Board spent so much time and effort developing the Gateway Corridor regulations. There was a lot of community input in the process. He told the Chairman that the businesses he mentioned were there before the guidelines were developed, so they would have been grandfathered in. He ended his comments by stating it is his opinion that the Board has stepped backwards tonight with this decision.

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.

The meeting was adjourned at 6:06 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County



Lumpkin County, Georgia

County Manager Department

Date: June 1, 2021

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

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

Facts & Historical Information:

The Board of Commissioners desires to implement, for the current county manager and for future county managers, a Senior Management 401(a) Retirement Plan. This plan would be used exclusively for county managers to provide additional compensation in the form of retirement contributions. It allows the Board to determine its contribution to the Plan separate from retirement plans provided to general employees and is often used as a recruitment and retention tool.

Potential Courses of Action:

- A. Approve the resolution implementing this plan.
- B. Choose not to implement the plan.

Budget Impact:

This cost can be included in the county's annual budget.

Staff Recommendation:

Course of Action A.

**LUMPKIN COUNTY RESOLUTION NO. 2021 -35
RESOLUTION TO AMEND THE ACCG 457(B) DEFERRED COMPENSATION PLAN
FOR LUMPKIN COUNTY EMPLOYEES AND TO ADOPT THE
ACCG 401(A) DEFINED CONTRIBUTION PLAN FOR SENIOR MANAGEMENT EMPLOYEES OF
LUMPKIN COUNTY**

WHEREAS, Lumpkin County, Georgia (the “Employer”), by and through the Lumpkin County Board of Commissioners (the “Board”), maintains the Association County Commissioners of Georgia 457(b) Deferred Compensation Plan for Lumpkin County Employees (the “Plan”) for the benefit of its eligible employees;

WHEREAS, the Employer adopted the Plan through an Adoption Agreement which was most recently effective as of January 1, 2013;

WHEREAS, Section 11.01(a) of the Plan allows the Employer to amend the elective provisions of the Adoption Agreement;

WHEREAS, the Employer desires to amend its Adoption Agreement, effective as of January 1, 2021, to designate a new class of employees, “Class 2 Employees,” consisting of the County Manager, who are eligible to receive Employer Discretionary Contributions; and

WHEREAS, the Employer wishes to establish the ACCG 401(a) Defined Contribution Plan for Senior Management Employees of Lumpkin County and to provide under such Plan an Employer Discretionary Contribution.

NOW THEREFORE, the Lumpkin County Board of Commissioners hereby resolves as follows:

RESOLVED, that the Board hereby approves the attached Adoption Agreement Amendment #2 to the Association County Commissioners of Georgia 457(b) Deferred Compensation Plan for Lumpkin County Employees, effective as of January 1, 2021;

FURTHER RESOLVED, that the Board hereby adopts the ACCG 401(a) Defined Contribution Plan for Senior Management Employees of Lumpkin County as of January 1, 2021.

FURTHER RESOLVED, that the Commission Chair is hereby authorized, empowered, and directed to take all further actions and to execute all documents necessary to implement these resolutions.

FURTHER RESOLVED, that any resolution in conflict with this resolution is hereby repealed.

This _____ day of _____, 2021.

LUMPKIN COUNTY BOARD OF COMMISSIONERS

By: _____
Chair, Lumpkin County Board of Commissioners

Date: _____

Attest:

By: _____
County Clerk

Date: _____

LUMPKIN COUNTY RESOLUTION NO. 2021 -35
ADOPTION AGREEMENT AMENDMENT #2 TO
ACCG 457(B) DEFERRED COMPENSATION PLAN FOR LUMPKIN COUNTY EMPLOYEES

This Amendment is made and entered into by Lumpkin County, Georgia ("the Employer"), by and through the Lumpkin County Board of Commissioners.

W I T N E S S E T H:

WHEREAS, the Employer maintains the Association County Commissioners of Georgia 457(b) Deferred Compensation Plan for Lumpkin County Employees (the "Plan") for the benefit of its eligible employees;

WHEREAS, the Employer adopted the Plan through an Adoption Agreement that was most recently effective as of January 1, 2013;

WHEREAS, Section 11.01(a) of the Plan allows the Employer to amend the elective provisions of its Adoption Agreement; and

WHEREAS, the Employer desires to amend its Adoption Agreement, effective as of May 21, 2021, to define Class 2 Employees and to provide an Employer Discretionary Contribution for Class 2 Employees.

NOW, THEREFORE, the Adoption Agreement is hereby amended effective as of January 1, 2021, as follows:

1.

The Adoption Agreement is hereby amended to designate the following classes of Eligible Employees:

Class 1 Eligible Employees as defined in Section 2.10 of the Adoption Agreement.

Class 2 An Eligible Employee who is the County Manager as of January 1, 2021.

2.

The Adoption Agreement is hereby amended by restating Section 3.04, Employer Contributions, to read as follows:

3.04 EMPLOYER CONTRIBUTIONS

Employer Basic Contributions

- ☒ No Basic Contributions
- ☐ Basic Contributions equal to _____ percent (___ %) of each Participant's Compensation
- ☐ Basic Contributions in a flat dollar amount equal to _____ dollars (\$___) for each Participant
- ☐ Other formula (specify):

Basic Contributions shall be made:

- ☐ On a payroll basis
- ☐ On an annual basis
- ☐ Other (specify):

Employer Discretionary Contributions

- ☐ No Discretionary Contributions
- ☒ Discretionary Contributions as determined each year by the Employer using the following Allocation Formula:
- ☐ Pro-Rata Based on Compensation

Each Participant is credited with a portion of the Employer Contribution for the Plan

Year equal to the ratio that the Participant's Compensation for the Plan Year bears to all Participants' Compensation for the Plan Year

☒ Fixed Dollar Formula

Each Participant shall be credited with an equal dollar amount.

☐ Other Formula (specify):

Discretionary Contributions shall be made:

☐ On a payroll basis

☐ On an annual basis

☐ Other (specify):

Employer Matching Contributions

☒ No Matching Contributions

☐ Matching Contributions equal to _____ percent (____%) of the first _____ percent (____%) up to _____ percent (____%) of Compensation.

☐ Matching Contributions equal to _____ percent (____%) of the first _____ percent (____%) and _____ percent (____%) of the next _____ percent (____%) so contributed up to _____ percent (____%) of Compensation

☐ Other formula:

☐ Discretionary Matching Contributions as determined each year by the Employer

Matching Contributions shall be made:

☐ On a payroll basis

☐ On an annual basis

☐ Other (specify):

*****If the Employer makes ANY Contributions under this Plan, the amounts must be 100% vested and must be aggregated with Participant Contributions for purposes the maximum dollar amount that may be contributed to the Plan in any one year.**

Employees Affected:

Class 2

Amendment Effective Date:

January 1, 2021

IN WITNESS WHEREOF, the Employer has caused its duly authorized officer to execute this Amendment on the date noted below.

LUMPKIN COUNTY BOARD OF COMMISSIONERS

By: _____

Title: _____

Date: _____

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:

Senior Management Flyer
Lumpkin 401(a) Sr Mgt 5-21



ACCG 401(a) Defined Contribution Plan for Senior Management

WHAT IS A 401(A) DEFINED CONTRIBUTION PLAN?

In any 401(a) Defined Contribution Plan, a “contribution” into an employee’s individual account is set or “defined” by the employer. The plan may be established with a base contribution by the employer, and may allow for or require a contribution by the employee as well. In many plans established for general employees, there may also be a matching component based on the percentage of pay an employee contributes to a 457(b) Plan. The benefits received during retirement are based on the amount of contributions made to the account and the investment earnings over time.

HOW IS A 401(A) DEFINED CONTRIBUTION PLAN FOR SENIOR MANAGEMENT DIFFERENT?

The 401(a) Plan for Senior Management is established specifically for one or more management employees for which the governing body wishes to establish a retirement plan separate from general employees. This Plan may allow for specific contributions to be made into the plan on behalf of the named management employee. Depending on provisions of the Plan, the employee may elect or may be required to contribute to the Plan.

WHY WOULD A COUNTY DECIDE TO ESTABLISH A 401(A) SENIOR MANAGEMENT PLAN?

In its discussions with prospective or current senior management employees, such as a county manager or administrator, the Board of Commissioners may wish to have greater flexibility in determining the level of benefits offered as part of the hiring or retention package. The 401(a) Senior Management Plan allows the Board to determine its contribution to the Plan different than that provided to general employees.

HOW DOES A COUNTY SET UP A 401(A) SENIOR MANAGEMENT PLAN?

In order to establish a Plan, first contact ACCG Retirement Services. We will be able to answer any questions *before* an employment contract is finalized or promises made to a prospective or current management employee. ACCG Retirement Services will draft all necessary documents, which include the Resolution to establish the Plan, the Adoption Agreement with the specific criteria for the Plan, i.e., employee(s) covered under the Plan, contribution rates for the County / employee, vesting schedules, other criteria as may be required, as well as provide all Plan Documents. Upon Board approval, ACCG Retirement Services will take all necessary steps to establish the Plan. One of the Retirement Services Regional Client Managers will meet with the covered employee regarding the specifics of the Plan.

WHO SHOULD THE COUNTY CONTACT TO START THE PROCESS OR ANSWER ADDITIONAL QUESTIONS?

Please contact Kale Hodges, Retirement Services Director at ACCG. Kale can be reached at 770.952.5225, or 800.736.7166, or via email at khodges@accg.org.

191 Peachtree Steet, NE
Suite 700
Atlanta, GA 30303
p 770.952.5225
t 800.736.7166
f 770.563.9356

ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA 401(a) DEFINED CONTRIBUTION PLAN FOR LUMPKIN COUNTY SENIOR MANAGEMENT EMPLOYEES

ARTICLE I: PURPOSE

The undersigned Lumpkin County, Georgia, by executing this Adoption Agreement, elects to become a participating Employer in the Association County Commissioners of Georgia Defined Contribution Plan Program (the "Plan"), the Association County Commissioners of Georgia Defined Contribution Plan Program Master Trust (the "Trust"), and adopts the accompanying Plan and Trust documents in full as if the Employer were a signatory to those agreements. The Employer makes the following elections granted under the provisions of the Plan.

TYPE OF PLAN ADOPTION

- ☒ New Plan
- ☐ Amendment and Restatement of Previously Adopted Plan
- ☐ Frozen Plan. While the Plan is frozen, Compensation earned after the Plan is frozen shall not be taken into account. Plan assets will continue to be held on behalf of Participants and their Beneficiaries until distributed in accordance with the Plan terms.

ARTICLE II: DEFINITIONS

Any capitalized terms used in this Adoption Agreement but not defined herein shall be given the meaning set forth in the Plan and Trust.

2.09 COMPENSATION

Compensation Defined

- ☒ Amounts as defined in Code Section 3401(a) for purposes of income tax withholding at the source (as reported to the Employee on IRS Form W-2 for such year)
- ☐ Includes Differential Wage Payments
- ☒ Excludes Differential Wage Payments
- ☐ Short Plan Years use Compensation only during short year (Default provision)
- ☐ Short Plan Years use Compensation for entire year
- ☐ Other Definition of Compensation (See Additional Provisions Addendum)

Determination Period Defined for Compensation

- ☒ The Plan Year (Default provision)
- ☐ The Calendar Year
- A consecutive 12-month period ending in or within the Plan year beginning _____ (day)
_____ (month)

2.11 DISABILITY OR DISABLED

- [X] Entitled to disability retirement benefits under the federal Social Security Act
- [--] Entitled to benefits under long term disability plan or policy of Employer
- [--] Other Definition of Disability (See Additional Provisions Addendum)

2.14 EFFECTIVE DATE

- [X] New qualified Plan with an Effective Date of **January 1, 2021** (the "Original Effective Date").
- [--] Amendment and restatement of a previously established qualified Plan with a previous Effective Date of _____ (the "Original Effective Date"). Except as specifically provided in the Plan, the Effective Date of this amendment and restatement is _____, 20____.
- [The Effective Date for a new or amended and restated Plan can be no earlier than the first day of the Plan Year in which the Employer executes this Adoption Agreement, except that provisions permitting Employee Contributions in Section 4.01 may be prospective only.]

2.16 ELIGIBILITY COMPUTATION PERIOD

- [--] The 12-consecutive-month period beginning on the Employee's Employment Commencement Date and each 12-consecutive-month period beginning on the anniversary of the Employee's Employment Commencement Date. (Default)
- [--] The 12-consecutive-month period beginning on the Employee's Employment Commencement Date to the first anniversary thereof. Subsequent Eligibility Computation Periods shall be measured by the 12-consecutive month periods coinciding with the Plan Year, beginning with the Plan Year that contains the first anniversary of the Employee's Employment Commencement Date. An Employee who is credited with a Year of Service in both the initial Eligibility Computation Period and the Plan Year that includes the first anniversary of the Employee's Employment Commencement Date shall receive credit for two (2) Years of Service for purposes of eligibility to participate.

2.17 ELIGIBLE EMPLOYEE

<u>Employees, other than Elected Officials</u>		Include	Exclude
[--]	All Employees	[--]	[X]
[X]	Senior Management Only (Specify Eligible Positions: County Manager)	[X]	[--]
[--]	Full-time Employees only	[--]	[--]
[--]	Working for the Employer at least ____ Hours of Service per week for Compensation	[--]	[--]
[--]	Other Definition of Full-time (see Additional Provisions Addendum)	[--]	[--]
[--]	Grant-funded Employees (Complete only if treated differently than other Eligible Employees other than Elected Officials; complete Additional Provisions Addendum if necessary to distinguish between different classes of grant-funded employees)	[--]	[X]

[--]	Other Definition of Eligible Employees other than Elected Officials (See Additional Provisions Addendum)	[--]	[--]
	<u>Elected or Appointed Officials of the Employer (Not eligible for a State of Georgia Retirement System)</u>	Include	Exclude
[--]	County Commissioners	[--]	[--]
[--]	Coroner	[--]	[--]
[--]	Other Elected Official (Not eligible for a State of Georgia Retirement System) (See Additional Provisions Addendum)	[--]	[--]
	<u>Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems)</u>		
[--]	Sheriff	[--]	[--]
[--]	Tax Commissioner (elected before 7/1/2012)	[--]	[--]
[--]	Clerk of Superior Court	[--]	[--]
[--]	Chief Magistrate Judge	[--]	[--]
[--]	Assistant Magistrate Judge(s)	[--]	[--]
[--]	Probate Court Judge	[--]	[--]
[--]	Other Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems) (See Additional Provisions Addendum)	[--]	[--]
	<u>Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law)</u>		
[--]	State Court Judge	[--]	[--]
[--]	Superior Court Judge	[--]	[--]
[--]	Solicitor or Solicitor General	[--]	[--]
[--]	District Attorney	[--]	[--]
[--]	Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law) (See Additional Provisions Addendum)	[--]	[--]
	<u>Other Personnel Eligible for one or more State of Georgia Retirement Systems</u>		
[--]	Employees of Tax Commissioners (hired before 7/1/2012)	[--]	[--]
	<u>Tax Commissioners and Employees of Tax Commissioners (if not participating in the Employees' Retirement System of Georgia)</u>		
[--]	Tax Commissioner (hired on or after 7/1/2012)	[--]	[--]
[--]	Employees of Tax Commissioners (hired on or after 7/1/2012)	[--]	[--]
	<u>Other Personnel Receiving Supplemental Compensation from the Employer</u>		
[--]	Extension Agents	[--]	[--]

-- Other Personnel Receiving Supplemental Compensation from the Employer (See Additional Provisions Addendum) -- --

	<u>Excluded Employees</u>	Include	Exclude
--	Excluded employees as provided in section 2.17 of the ACCG Basic Plan Document	--	--
--	Excluded employees as provided in section 2.17 of the ACCG Basic Plan Document other than:		
--	Individuals electing into a retirement system sponsored by the State of Georgia are included to the extent permitted under Georgia law	--	--
--	Tax commissioners, collectors and receivers and their employees who took office on or after July 1 2012, who participate in a retirement system sponsored by the State of Georgia	--	--
--	Juvenile Court Judges	--	--
--	Nonresident Aliens	--	--
--	Other Excluded Employees (See Additional Provisions Addendum)	--	--

2.23 **EMPLOYER**

The term "Employer" means **Lumpkin County**

Employer EIN: **58-6000857**

Employer Fiscal Year: **January 1-December 31**

2.28 **ENTRY DATE**

Entry Date for Employee Contributions

- The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements
- The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements
- Other Entry Date for Employee Contributions (See Additional Provisions Addendum)

Entry Date for Employer Basic Contributions

- The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements
- The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- The first day of the first pay period of the calendar quarter on or after the Participant first meets the

eligibility requirements

[--] Other Entry Date for Basic Contributions (See Additional Provisions Addendum)

Entry Date for Employer Discretionary Contributions

[--] The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements

[X] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements

[--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements

[--] The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements

[--] Other Entry Date for Discretionary Contributions (See Additional Provisions Addendum)

Entry Date for Employer Matching Contributions

[--] The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements

[--] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements

[--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements

[--] The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements

[--] Other Entry Date for Matching Contributions (See Additional Provisions Addendum)

2.31 HOURS OF SERVICE METHOD

Eligibility Service

[X] Not Applicable

[--] 1000 Hours of Service in an Eligibility Computation Period

[--] The following number of Hours of Service in an Eligibility Computation Period (not to exceed 2,080): _____

Vesting Service

[X] Not applicable

[--] 1000 Hours of Service in a Vesting Computation Period

[--] The following number of Hours of Service in an Eligibility Computation Period (not to exceed 2,080): _____

2.36 LIMITATION YEAR

[--] Calendar Year

[X] Plan Year

[--] Fiscal year

[--] Other: 12 month period ending on the following date: _____

2.39 NORMAL RETIREMENT AGE

The term "Normal Retirement Age" means:

- [--] Age 65
- [X] Age **62** (specify between 55 and 64, inclusive)
- [--] Later of age _____ (not to exceed 65) or the _____ anniversary (not to exceed 5th) of the Participant's Employment Commencement Date
- [--] Age: _____ (not to exceed 65) plus Years of Service _____ (specify) (Year of Service requirement shall not cause any Participant's Normal Retirement Age to exceed 65)

2.44 PLAN

The name of the Plan as adopted by the Employer is the:

- [--] "ACCG 401(a) Defined Contribution Plan for _____ County Employees"
- [X] "ACCG 401(a) Defined Contribution Plan for Senior Management Employees of Lumpkin County"

2.61 YEAR OF SERVICE

Method of Measurement for Eligibility Purposes

- [--] Hours of Service Method:
A twelve (12) consecutive month period during which the Eligible Employee completes one thousand (1000) Hours of Service or the equivalency described in Section 2.31 of the Basic Plan Document
- [--] Hours of Service Method:
A twelve (12) consecutive month period during which the Eligible Employee completes one thousand (1000) Hours of Service or the equivalency described in the Hours of Service Equivalency Addendum
- [--] Elapsed Time Method:
A period of twelve (12) consecutive months during which the Employee performs at least one (1) Hour of Service during the measuring period, following the Employee's first day of employment by the Employer and prior to the Employee's Severance from Employment Date

Adjustments to Years of Service for Eligibility Purposes

- [--] Service Before the Original Effective Date of the Plan included
- [--] Service Before the Original Effective Date of the Plan excluded
- [--] Service Before the Effective Date of this amended and restated Plan included
- [--] Service Before the Effective Date of this amended and restated Plan excluded
- [--] Other Adjustments to Years of Service for Eligibility (See Additional Provisions Addendum)

- [--] Exclude Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of Eligibility to participate after a Reemployment Commencement Date

Method of Measurement for Vesting Purposes

- [--] Hours of Service Method:
A twelve (12) consecutive month period during which the Eligible Employee completes one thousand (1000) Hours of Service or the equivalency described in Section 2.31 of the Basic Plan Document
- [--] Hours of Service Method:
A twelve (12) consecutive month period during which the Eligible Employee completes one thousand (1000) Hours of Service or the equivalency described in the Hours of Service Equivalency Addendum
- [X] Elapsed Time Method:
A period of twelve (12) consecutive months during which the Employee performs at least one (1) Hour of Service during the measuring period, following the Employee's first day of employment by the Employer and prior to the Employee's Severance from Employment Date

Vesting Computation Period

- [X] The 12-consecutive-month period beginning on the Employee's Employment Commencement Date or Reemployment Commencement Date and each 12-consecutive-month period beginning on the anniversary of the Employee's Employment Commencement Date or Reemployment Commencement Date. (Default)
- [--] The 12-consecutive-month period beginning on the Employee's Employment Commencement Date or Reemployment Commencement Date to the first anniversary thereof. Subsequent Vesting Computation Periods shall be measured by the 12-consecutive month periods coinciding with the Plan Year, beginning with the Plan Year that contains the first anniversary of the Employee's Employment Commencement Date or Reemployment Commencement Date. An Employee who is credited with a Year of Service in both the initial Vesting Computation Period and the Plan Year that includes the first anniversary of the Employee's Employment Commencement Date or Reemployment Commencement Date shall receive credit for two (2) Vesting Computation Periods.

Adjustments to Years of Service for Vesting

- [X] Service Before the Original Effective Date of the Plan included
- [--] Service Before the Original Effective Date of the Plan excluded
- [--] Service Before the Effective Date of this amended and restated Plan included
- [--] Service Before the Effective Date of this amended and restated Plan excluded
- [--] Unused Sick Leave included
- [--] Unused Annual Leave included
- [--] Other Adjustments to Years of Service for Vesting (See Additional Provisions Addendum)
- [X] Exclude Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of Vesting in amounts accrued after Reemployment Commencement Date

ARTICLE III: PARTICIPATION AND SERVICE

3.01 PARTICIPATION ELIGIBILITY

Eligibility Date Determination for Employee Contributions

- ☐ The Eligible Employee's Employment Commencement Date
- ☐ Date on which the Eligible Employee completes _____ (____) Year(s) of Service
- ☐ Date on which the Eligible Employee attains age (_____) (____)
- ☐ The earlier of the date on which the Eligible Employee completes _____ (____) Years of Service or attains age _____ (____)
- ☐ Other Eligibility Date for Employee Contributions (See Additional Provisions Addendum)

Eligibility Date Determination for Employer Basic Contributions

- ☐ The Eligible Employee's Employment Commencement Date
- ☐ Date on which the Eligible Employee completes _____ (____) Year(s) of Service
- ☐ Date on which the Eligible Employee attains age (_____) (____)
- ☐ The earlier of the date on which the Eligible Employee completes _____ (____) Years of Service or attains age _____ (____)
- ☐ Other Eligibility Date for Basic Contributions (See Additional Provisions Addendum)

Eligibility Date Determination for Employer Discretionary Contributions

- ☒ The Eligible Employee's Employment Commencement Date
- ☐ Date on which the Eligible Employee completes _____ (____) Year(s) of Service
- ☐ Date on which the Eligible Employee attains age (_____) (____)
- ☐ The earlier of the date on which the Eligible Employee completes _____ (____) Years of Service or attains age _____ (____)
- ☐ Other Eligibility Date for Discretionary Contributions (See Additional Provisions Addendum)

Eligibility Date Determination for Employer Matching Contributions

- ☐ The Eligible Employee's Employment Commencement Date
- ☐ Date on which the Eligible Employee completes _____ (____) Year(s) of Service
- ☐ Date on which the Eligible Employee attains age (_____) (____)
- ☐ The earlier of the date on which the Eligible Employee completes _____ (____) Years of Service or attains age _____ (____)
- ☐ Other Eligibility Date for Matching Contributions (See Additional Provisions Addendum)

3.06 ELECTION NOT TO PARTICIPATE

- [--] Employees may elect out of participating in the Plan. (Note: If the Plan provides for Mandatory Employee Contributions, the election must be provided prior to the time the Employee first becomes eligible to participate in any qualified Plan sponsored by the Employer.)
- [X] Employees may not elect out of participating in the Plan.

ARTICLE IV: CONTRIBUTIONS**4.01 EMPLOYEE CONTRIBUTIONS****Mandatory Employee Contributions**

- [X] Not Required
- [--] Required in the amount of _____ (____%) of Compensation per payroll period effective as of _____ [May not exceed 100%.]

Employee After Tax Contributions

- [X] Not Permitted
- [--] Permitted up to _____% of Compensation [May not exceed 100%.]
- [--] Not currently permitted but the Employer maintains a frozen or transferred after-tax Employee Contribution Account.

4.02 EMPLOYER BASIC AND DISCRETIONARY CONTRIBUTIONS**Employer Basic Contributions (May not exceed 100% of Compensation unless a lower maximum percentage is noted below.)**

- [X] No Basic Contributions
- [--] Basic Contributions equal to _____ percent (____%) of each Participant's Compensation (not to exceed 25%)
- [--] Basic Contributions in a flat dollar amount equal to _____ dollars (\$____) for each Participant
- [--] Basic Contributions allocated based on Points equal to \$_____ times number of each Participant's points.
- [--] Points for each year of age (in whole numbers): _____
- [--] Points for each Year of Service (in whole numbers): _____
- [--] Points for each unit of Compensation: _____
- [--] A unit of Compensation is _____
- [--] Maximum Years of Service taken into account, if any: _____
- [--] Each Participant's allocation shall bear the same relationship to the Employer Contribution as the number of his or her total point bears to all points awarded.
- [--] Other Basic Contribution Formula (See Additional Provisions Addendum)

Basic Contributions shall be made:

- ☐ On a payroll basis
- ☐ On a monthly basis
- ☐ On a quarterly basis
- ☐ On an annual basis
- ☐ Other Basic Contribution remittance period: _____ (must be at least annual)
- ☐ Basic Contributions made more frequently than on an annual basis will be recalculated ("trued-up") at the end of the year. If this box is not checked, Basic Contributions will not be recalculated at the end of the year.

Eligibility Requirements for Basic Contributions

- ☐ No additional requirements
- ☐ Participant must be employed by the Employer on the last day of the Plan Year
- ☐ Participant must earn at least 501 Hours of Service during the Plan Year
- ☐ Participant must earn at least 1000 Hours of Service during the Plan Year
- ☐ Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- ☐ Other Eligibility Requirements for Basic Contributions (See Additional Provisions Addendum)

Employer Discretionary Contributions (May not exceed 100% of Compensation unless a lower maximum percentage is noted below.)

- ☐ No Discretionary Contributions
- ☒ Discretionary Contributions as determined each year by the Employer using the following Allocation Formula:
 - ☐ Pro-Rata Based on Compensation
 - Each Participant is credited with a portion of the Employer Contribution for the Plan Year equal to the ratio that the Participant's Compensation for the Plan Year bears to all Participants' Compensation for the Plan Year
 - ☒ Fixed Dollar Formula
 - Each Participant shall be credited with an equal dollar amount
- ☐ Discretionary Contributions allocated based on Points
- ☐ Other Formula for Discretionary Contributions (See Additional Provisions Addendum)

Discretionary Contributions shall be made:

- ☐ On a payroll basis
- ☐ On a monthly
- ☐ On a quarterly basis
- ☒ On an annual basis
- ☐ Other remittance period for Discretionary Contributions: _____ (must be at least annual)

- [--] Discretionary Contributions made more frequently than on an annual basis will be recalculated (“trued-up”) at the end of the year. If this box is not checked, Discretionary Contributions will not be recalculated at the end of the year.

Eligibility Requirements for Discretionary Contributions

- [--] No additional requirements [**Must elect if made less frequently than annually**]
- [--] Participant must be employed by the Employer on the last day of the Plan Year
- [--] Participant must earn at least 501 Hours of Service during the Plan Year
- [--] Participant must earn at least 1000 Hours of Service during the Plan Year
- [--] Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- [--] Other Eligibility Requirements for Discretionary Contributions (See Additional Provisions Addendum)

4.03 EMPLOYER MATCHING CONTRIBUTIONS

(Matching Contributions may not exceed 100% of Compensation.)

- [X] No Matching Contributions on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan
- [--] Matching Contributions equal to _____ percent (____%) of the first _____ percent (____%) on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan. The maximum Matching Contribution shall be no more than _____ percent (____%) of Compensation or \$_____.
- [--] Matching Contributions equal to _____ percent (____%) of the first _____ percent (____%) on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan and _____ percent (____%) of the next _____ percent (____%) so contributed and _____ percent (____%) of the next _____ percent (____%) so contributed. The maximum Matching Contribution shall be no more than _____ percent (____%) of Compensation or \$_____.
- [--] Matching Contributions equal to _____ percent (____%) of amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan.
- [--] Other Matching Contribution Formula (See Additional Provisions Addendum)
- [--] Discretionary Matching Contributions as determined each year by the Employer
- Matching Contributions shall be made on the following types of deferrals:
- [--] Deferral Contributions the 457(b) Eligible Deferred Compensation Plan
- [--] Catch-up Contributions the 457(b) Eligible Deferred Compensation Plan
- [--] Roth Contributions under the 457(b) Eligible Deferred Compensation Plan
- [--] Matching Contributions shall be calculated based on the lowest whole percentage of Compensation deferred by the Participant (no fractions)
- Matching Contributions shall be made:
- [--] On a payroll basis
- [--] On a monthly basis

- ☐ On a quarterly basis
- ☐ On an annual basis
- ☐ Other remittance period for Matching Contributions: _____ (must be at least annual)
- ☐ Matching Contributions made more frequently than on an annual basis will be recalculated (“trued-up”) at the end of the year. If this box is not checked, Matching Contributions will not be recalculated at the end of the year.

Employer Matching Contribution Eligibility Requirements

- ☐ No requirements **[Must elect if made more frequently than annually]**
- ☐ Participant must be employed by the Employer on the last day of the Plan Year
- ☐ Participant must earn at least 501 Hours of Service during the Plan Year
- ☐ Participant must earn at least 1000 Hours of Service during the Plan Year
- ☐ Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- ☐ Other Matching Contribution Eligibility Requirements (See Additional Provisions Addendum)

4.05 ROLLOVER CONTRIBUTIONS

- ☐ No rollovers permitted
- ☒ Eligible rollover contributions permitted to be made by:
- ☐ Eligible Employees, whether or not a Plan Participant
- ☒ Plan Participants Only

4.07 QUALIFIED MILITARY SERVICE

Employer Contributions (Other Than Matching) Upon Return to Employment

- ☐ Mandatory Employee Contributions required to receive Employer Contributions

Employer Matching Contributions Upon Return to Employment

- ☐ Elective deferrals under the Employer’s 457(b) Plan must be made up to receive Employer Matching Contributions
- ☐ Elective deferrals under the Employer’s 457(b) Plan ARE NOT required to be made up receive Employer Matching Contributions. Employee is deemed to have made maximum deferrals permitted.

Employer Contributions Upon Death

- ☐ Employer Contributions made for a Participant who dies during Qualified Military Service
- ☐ Employer Basic Contributions
- ☐ Employer Discretionary Contributions
- ☐ Employer Matching Contributions

Employer Contributions Upon Disability

- [--] Employer Contributions made for a Disabled Participant during Qualified Military Service:
- [--] Employer Basic Contributions
- [--] Employer Discretionary Contributions
- [--] Employer Matching Contributions

Vesting Upon Disability

- [--] Service for vesting purposes granted to a Disabled Participant during Qualified Military Service.
(Must select if making Employer Contributions for Disabled Participants)

Differential Wage Payments

- [--] Differential Wage Payments treated as Compensation during Qualified Military Service

ARTICLE V: ALLOCATIONS TO PARTICIPANTS' ACCOUNTS**5.03 CODE SECTION 415 LIMITATIONS ON CONTRIBUTIONS****Maximum Permissible Amount for Participants Covered by Another Plan**

- [X] Reduce Annual Additions in this Plan by amounts contributed to other plans (default provision)
- [--] Maximum Contributions up to Section 415 limit made to this Plan
- [--] See Additional Provisions Addendum.

ARTICLE VI: RETIREMENT/SEVERANCE BENEFITS/IN-SERVICE DISTRIBUTIONS**6.02 VESTING SCHEDULE**

Additional rows may be added to any option to the extent permissible under the Plan document. An Additional Provisions Addendum may be completed for purposes of providing different Vesting Schedules for different classes of Participants. Any cliff vesting schedule must be at least as favorable as 15-year cliff (20-year cliff for a class in which substantially all of the participants are qualified public safety employees as defined in Internal Revenue Code Section 72(t)(10)(B)), Any graded vesting schedule must be at least as favorable as 5-20 year graded.

Vesting for Employer Basic Contribution

- [--] 100% Vesting immediately upon Entry Date
- | | | |
|------|--|----------------------------------|
| [--] | <u>Full Years of Service With the Employer</u> | <u>Percent Vested in Account</u> |
| | Less than ____ (__) years | 0 % |
| | ____ (__) years or more | 100 % |
| [--] | <u>Full Years of Service With the Employer</u> | <u>Percent Vested in Account</u> |

_____ years	_____ %
_____ years	_____ %
_____ years	_____ %
_____ years	_____ %
_____ years	_____ %
_____ years or more	_____ %

[--] Other Vesting Schedule for Basic Contributions (See Additional Provisions Addendum)

Vesting for Employer Discretionary Contribution

[--] 100% Vesting immediately upon Entry Date

[X]	<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
	1 year	0%
	2 years	50%
	3 years	100%
	_____ years	_____ %
	_____ years	_____ %
	_____ years or more	_____ %
	Less than _____ (____) years	0 %
	_____ (____) years or more	100 %

[--] Other Vesting Schedule for Discretionary Contributions (See Additional Provisions Addendum)

Vesting for Employer Matching Contribution

100% Vesting immediately upon Entry Date

[--]	<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
	_____ years	_____ %
	_____ years	_____ %
	_____ years	_____ %
	_____ years	_____ %
	_____ years	_____ %
	_____ years or more	_____ %
	Less than _____ (____) years	0 %
	_____ (____) years or more	100 %

[--] Other Vesting Schedule for Employer Matching Contributions (See Additional Provisions Addendum)

6.04 IN-SERVICE WITHDRAWALS.

[X] No in-service withdrawals permitted

[--] In-Service withdrawals shall be permitted as designated below.

[--] After-tax Accounts may be withdrawn at any time

[--] Rollover Accounts may be withdrawn at any time

[--] Withdrawals from vested Accounts on and after attainment of age _____

- ☐ Withdrawals from vested Accounts on and after Normal Retirement Age
- ☐ Active Military Distribution
- ☐ Withdrawal after _____ years of participation (must be at least 5) of the lesser of _____ (specify a dollar amount) or 100% of the Participant's Vested Account
- ☐ Other conditions for In-Service withdrawals (See In-Service Withdrawal Addendum) (Must be at least as restrictive as the options available above).

ARTICLE VII: DEATH BENEFITS

7.01 DEATH BENEFITS

- ☐ Death benefits paid in one lump sum
- ☒ Death Benefits paid in any form permitted under the Plan for Participants
- ☐ Other forms of Death Benefit payment (see Forms of Payment Addendum)

ARTICLE VIII: PAYMENT OF BENEFITS

8.01 NORMAL PAYMENT FORMS

- ☐ Distributions may be made in one lump sum only
- ☒ Distributions may be made in any form provided in Section 8.01(a)(i)and(ii) (Lump sums or installment)
- ☐ Other forms of distributions permitted (see Forms of Payment Addendum)

8.05 PARTICIPANT CONSENT TO DISTRIBUTIONS.

- ☒ The Employer shall not cash-out de minimis Accounts without the consent of the Participant or Beneficiary.
- ☐ If the vested Account balance payable to an individual is less than or equal to the cash out limit as designated below, such Account may be distributed without the consent of the Participant (or Beneficiary). (Note: Any distribution greater than \$1,000 that is made to a Participant without the Participant's consent before the Participant attains Normal Retirement Age, will be rolled over to an individual retirement plan designated by the Third Party Service Provider.)
- ☐ \$1000 or less
- ☐ The dollar amount specified in Code Section 411(a)(11)(A) (\$5,000 or less as of January 1, 2018).

ARTICLE IX: TRUST FUND INVESTMENTS

9.03 PARTICIPANT DIRECTION OF INVESTMENTS

Accounts Invested by Participants

[X] Participants direct investment of all Accounts

[--] Direct investment of following Accounts only:

Employee Mandatory Contribution Account

[--]

[--]

Employee After-Tax Contribution Account

[--]

[--]

Employer Basic Contribution Account

[--]

[--]

Employer Discretionary Contribution Account

[--]

[--]

Employer Matching Contribution Account

[--]

[--]

Self-directed Brokerage

[X] Self-directed Brokerage not permitted

[--] Self-directed Brokerage permitted for all Participants' Accounts

[--] Self-directed Brokerage permitted for following Accounts only:

Employee Mandatory Contribution Account

Yes**No**

[--]

[--]

Employee After-Tax Contribution Account

[--]

[--]

Employer Basic Contribution Account

[--]

[--]

Employer Discretionary Contribution Account

[--]

[--]

Employer Matching Contribution Account

[--]

[--]

MISCELLANEOUS

ADDITIONAL PROVISIONS AND PROTECTED BENEFITS

- [--] The Employer has included certain provisions that are not delineated in this Adoption Agreement but are consistent with provisions in the ACCG Basic Plan Document and are described in the Additional Provisions Addendum.

Note: The Plan may include provisions that are protected under State law. Protected Benefits under Code Section 411(d)(6) do not apply to governmental plans.

SUPERSEDING PROVISIONS

- [--] The Employer has completed the Plan Superseding Provision Addendum to show the provisions of the Plan that supersede provisions of this Adoption Agreement or the Basic Plan Document.

Note: if the Employer elects superseding provisions, the Employer may not be able to rely on ACCG's Preapproved Plan opinion letter for qualification of its Plan. In addition such superseding provision may in certain circumstances affect the Plan's status as a preapproved Plan eligible for the 6 year remedial amendment cycle.

RELIANCE ON OPINION LETTER

An adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that this Plan is qualified under Code Section 401 only to the extent provided in section 7.02 of Rev. Proc. 2017-41. The Employer may not rely on the opinion letter in certain other circumstances or with respect to certain qualification requirements that are specified in the opinion letter issued with respect to this Plan and in Section 7.03 of Rev. Proc. 2017-41. In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to Employee Plan Determinations of the Internal Revenue Service, if eligible.

Failure to properly complete this Adoption Agreement and failure to operate the Plan in accordance with the terms of the Plan document may result in disqualification of the plan.

This Adoption Agreement may be used only in conjunction with the ACCG Basic Plan document. ACCG will inform the adopting Employer of any amendments made to the Plan or of the discontinuance or abandonment of the preapproved document.

ELECTRONIC SIGNATURE AND RECORDS

This Adoption Agreement, and any amendment thereto, may be executed or affirmed by an electronic signature or electronic record permitted under applicable law or regulation, provide the type or method of electronic signature or electronic record is acceptable to the Trustees.

ACCG BASIC PLAN DOCUMENT INFORMATION

Preapproved Plan Sponsor:

Association County Commissioners of Georgia
191 Peachtree Street #700
Atlanta, Ga 3030
(404) 522-5022

ACCG will inform the Employer of any amendments made to the Plan or if the Plan is discontinued or abandoned by ACCG.

The ACCG Basic Plan Document and accompanying Adoption Agreement together comprise the Preapproved Defined Contribution Plan. It is the responsibility of the adopting Employer to review this preapproved plan document with its legal counsel to ensure that the preapproved plan is suitable for the Employer and that the Adoption Agreement has been properly completed prior to signing.

LUMPKIN COUNTY

By: _____

Title: _____

Date: _____

ACCEPTANCE (on behalf of the DC Board):

By: _____

Title: _____

Date: _____

PRIOR SERVICE ADDENDUM

Use this Prior Service Addendum to indicate prior employers or types of service that will be recognized as Vesting Service or Eligibility Service

IN-SERVICE WITHDRAWAL ADDENDUM

- (A) Other In-service Withdrawal Provisions – In service withdrawals from a Participant's Accounts specified below shall be available to Participants who satisfy the requirements also specified below (must be at least as restrictive as the options in Section 6.04 of the Adoption Agreement):

ADDITIONAL PROVISIONS ADDENDUM

Additional Provision(s): The following provisions supplement and, to the degree described herein, supersede other provision of this Adoption Agreement and the Basic Plan Document. Each provision of the Adoption Agreement for which an Additional Provision Addendum is available may be modified (i) to the extent permitted in this Additional Provisions Addendum, to the extent permitted by the Adoption Agreement and/or to the extent permitted by the Basic Plan Document; (ii) to apply different Adoption Agreement elections to different groups of Employees or Participants, as applicable; and (iii) as described in both (i) and (ii). If different provisions apply to different groups of Employees or Participants, the provision subject to modification shall be reproduced in its entirety for each group of Employees or Participants. Any permitted election in the Adoption Agreement may be modified in an Additional Provision Addendum solely for purposes of applying different elections to different groups of Employees or Participants. Any election made in an Additional Provisions Addendum must satisfy the definite written program requirement of Treasury regulations section 1.401-1(a)(2).

2.09 COMPENSATION

Compensation Defined

The following definition of Compensation applies to:

- ☐ All Participants
- ☐ Only the following Participants: _____
- ☐ Amounts as defined in Code Section 3401(a) for purposes of income tax withholding at the source (as reported to the Employee on IRS Form W-2 for such year)
- ☐ Includes Differential Wage Payments
- ☐ Excludes Differential Wage Payments
- ☐ Short Plan Years use Compensation only during short year (Default provision)
- ☐ Short Plan Years use Compensation for entire year
- ☐ Includes the following: _____
- ☐ Excludes the following: _____

2.11 DISABILITY OR DISABLED

The following definition of Disability applies to:

- ☐ All Participants
- ☐ Only the following Participants: _____
- ☐ Entitled to disability retirement benefits under the federal Social Security Act
- ☐ Entitled to benefits under long term disability plan or policy of Employer
- ☐ Other: _____ (May not permit the Employer's chosen physician to be the sole determinant of Disability.)

2.17 ELIGIBLE EMPLOYEE

Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

<u>Employees, other than Elected Officials</u>		Include	Exclude
The following definition of Employees, other than Elected Officials, applies to:			
[--]	All Participants		
[--]	Only the following Participants: _____		
	All Employees	[--]	[--]
	Senior Management Only (Specify eligible positions:)	[--]	[--]
	Full-time Employees only	[--]	[--]
[--]	Working for the Employer at least _____ Hours of Service per week for Compensation		
[--]	Other Definition of Full-time: _____	[--]	[--]
[--]	Grant-funded Employees (<i>List employee classifications and check "Include" or "Exclude" as appropriate.</i>)		
	_____	[--]	[--]
	_____	[--]	[--]
[--]	Other Definition of Eligible Employees other than Elected Officials: (<i>List employee classifications and check "Include" or "Exclude" as appropriate.</i>)		
	_____	[--]	[--]
	_____	[--]	[--]
<u>Elected or Appointed Officials of the Employer (Not eligible for a State of Georgia Retirement System)</u>			
	County Commissioners	[--]	[--]
	Coroner	[--]	[--]
[--]	Other Elected Official (Not eligible for a State of Georgia Retirement System) (<i>List and check "Include" or "Exclude" as appropriate.</i>)		
	_____	[--]	[--]
	_____	[--]	[--]
<u>Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems)</u>			
	Sheriff	[--]	[--]
	Tax Commissioner (elected before 7/1/2012)	[--]	[--]
	Clerk of Superior Court	[--]	[--]
	Chief Magistrate Judge	[--]	[--]

	Assistant Magistrate Judge(s)	☐	☐
	Probate Court Judge	☐	☐
☐	Other Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems) (<i>List and check "Include" or "Exclude" as appropriate.</i>)		
		Include	Exclude
		☐	☐
		☐	☐

Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law)

	State Court Judge	☐	☐
	Superior Court Judge	☐	☐
	Solicitor or Solicitor General	☐	☐
	District Attorney	☐	☐
☐	Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law) (<i>List and check "Include" or "Exclude" as appropriate.</i>)		
		☐	☐
		☐	☐

Other Personnel Receiving Supplemental Compensation from the Employer

☐	Other Personnel Receiving Supplemental Compensation from the Employer (<i>List and check "Include" or "Exclude" as appropriate.</i>)		
		☐	☐
		☐	☐

Excluded Employees

	Excluded employees as provided in Section 2.17 of the ACCG Basic Plan Document	☐	☐
	Excluded employees as provided in Section 2.17 of the ACCG Basic Plan Document other than:	☐	☐
	Individuals electing into a retirement system sponsored by the State of Georgia are included to the extent permitted under Georgia law	☐	☐
	Tax commissioners, collectors and receivers and their employees who took office on and after July 1 2012, who participate in a retirement system sponsored by the State of Georgia	☐	☐
	Juvenile Court Judges	☐	☐
	Nonresident Aliens	☐	☐

[--]	Other Excluded Employees (List and check “Include” or “Exclude” as appropriate.)	[--]	[--]

	_____	[--]	[--]
[--]	Grant-Funded Employees (List and check “Include” or “Exclude” as appropriate.)	[--]	[--]

	_____	[--]	[--]

2.28 ENTRY DATE

Entry Date for Employee Contributions

The following Entry Date for Employee Contributions applies to:

- [--] All Participants
- [--] Only the following Participants: _____
- [--] The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements
- [--] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements
- [--] Other Entry Date for Employee Contributions: *the first day of the pay period beginning on or after the following date:* _____

Entry Date for Employer Basic Contributions

The following Entry Date for Employer Basic Contributions applies to:

- [--] All Participants
- [--] Only the following Participants: _____
- [--] The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements
- [--] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements
- [--] Other Entry Date for Basic Contributions: _____
- [--] Whichever option is selected above or below, but no earlier than _____ (insert date)
- [--] The first day of the _____ (insert a designation other than “first”) pay period

beginning on or after the _____ (*insert a date other than January 1st*) that the date the Participant first meets the eligibility requirement

--] The first day of the _____ (*insert a designation other than "first"*) pay period beginning on or after the date the Participant first meets the eligibility requirements

--] The first day of the _____ pay period of the _____ month on or after the Participant first meets the eligibility requirements

--] The first day of the _____ pay period of the _____ calendar quarter on or after the Participant first meets the eligibility requirements

Entry Date for Employer Discretionary Contributions

The following Entry Date for Employer Discretionary Contributions applies to:

--] All Participants

--] Only the following Participants: _____

--] The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements

--] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements

--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements

--] Whichever option is selected above or below, but no earlier than _____ (*insert date*)

--] The first day of the _____ (*insert a designation other than "first"*) pay period beginning on or after the _____ (*insert a date other than January 1st*) that the date the Participant first meets the eligibility requirement

--] The first day of the _____ (*insert a designation other than "first"*) pay period beginning on or after the date the Participant first meets the eligibility requirements

--] The first day of the _____ pay period of the _____ month on or after the Participant first meets the eligibility requirements

--] The first day of the _____ pay period of the _____ calendar quarter on or after the Participant first meets the eligibility requirements

Entry Date for Employer Matching Contributions

The following Entry Date for Employer Matching Contributions applies to:

--] All Participants

--] Only the following Participants: _____

--] The first day of the first pay period beginning on or after the January 1st that the Participant first meets the eligibility requirements

--] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements

--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements

--] The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements

--] Whichever option is selected above or below, but no earlier than _____ (*insert date*)

--] The first day of the _____ (*insert a designation other than "first"*) pay period beginning on or after the _____ (*insert a date other than January 1st*) that the date

the Participant first meets the eligibility requirement

- [--] The first day of the _____ (*insert a designation other than "first"*) pay period beginning on or after the date the Participant first meets the eligibility requirements
- [--] The first day of the _____ pay period of the _____ month on or after the Participant first meets the eligibility requirements
- [--] The first day of the _____ pay period of the _____ calendar quarter on or after the Participant first meets the eligibility requirements

2.61 YEAR OF SERVICE

Adjustments to Years of Service for Eligibility Purposes

Include Exclude

The following adjustments to Years of Service for Eligibility Purposes applies to:

- | | | | |
|------|--|------|------|
| [--] | All Participants | [--] | [--] |
| [--] | Only the following Participants: _____ | [--] | [--] |
| [--] | Service Before the Original Effective Date of the Plan included | [--] | [--] |
| [--] | Service Before the Original Effective Date of the Plan excluded | [--] | [--] |
| [--] | Service Before the Effective Date of this amended and restated Plan included | [--] | [--] |
| [--] | Service Before the Effective Date of this amended and restated Plan excluded | [--] | [--] |
| [--] | Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of Eligibility to participate after a Reemployment Commencement Date | [--] | [--] |
| [--] | Other Adjustments to Years of Service for Eligibility: | | |
| | Include: _____ | [--] | [--] |
| | Exclude: _____ | [--] | [--] |

Adjustments to Years of Service for Vesting Purposes

The following adjustments to Years of Service for Vesting Purposes applies to:

- | | | | |
|------|--|------|------|
| [--] | All Participants | | |
| [--] | Only the following Participants: _____ | | |
| [--] | Service Before the Original Effective Date of the Plan included | [--] | [--] |
| [--] | Service Before the Original Effective Date of the Plan excluded | [--] | [--] |
| [--] | Service Before the Effective Date of this amended and restated Plan included | [--] | [--] |

[--]	Service Before the Effective Date of this amended and restated Plan excluded	[--]	[--]
[--]	Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of Vesting in amounts accrued after Reemployment Commencement Date	[--]	[--]
[--]	Other Adjustments to Years of Service for Vesting:		
	Include: _____	[--]	[--]
	Exclude: _____	[--]	[--]

3.01 **PARTICIPATION ELIGIBILITY**

Eligibility Date Determination for Employee Contributions

The following Eligibility Date for Employee Contributions applies to:

[--]	All Participants
[--]	Only the following Participants: _____
[--]	The Eligible Employee's Employment Commencement Date
[--]	Date on which the Eligible Employee completes _____ (____) Year(s) of Service
[--]	Date on which the Eligible Employee attains age (_____) (____)
[--]	The earlier of the date on which the Eligible Employee completes _____ (____) Years of Service or attains age _____ (____)
[--]	Other Eligibility Date for Employee Contributions: _____ (Must be based on service, age or a combination of service and age.)

Eligibility Date Determination for Employer Basic Contributions

The following Eligibility Date for Employer Basic Contributions applies to:

[--]	All Participants
[--]	Only the following Participants: _____
[--]	The Eligible Employee's Employment Commencement Date
[--]	Date on which the Eligible Employee completes _____ (____) Year(s) of Service
[--]	Date on which the Eligible Employee attains age (_____) (____)
[--]	The earlier of the date on which the Eligible Employee completes _____ (____) Years of Service or attains age _____ (____)
[--]	Other Eligibility Date for Basic Contributions _____ (Must be based on service, age or a combination of service and age.)

Eligibility Date Determination for Employer Discretionary Contributions

The following Eligibility Date for Employer Discretionary Contributions applies to:

[--]	All Participants
[--]	Only the following Participants: _____
[--]	The Eligible Employee's Employment Commencement Date

- [--] Date on which the Eligible Employee completes _____ (____) Year(s) of Service
- [--] Date on which the Eligible Employee attains age (____) (____)
- [--] The earlier of the date on which the Eligible Employee completes _____ (____) Years of Service or attains age _____ (____)
- [--] Other Eligibility Date for Discretionary Contributions _____
(Must be based on service, age or a combination of service and age.)

Eligibility Date Determination for Employer Matching Contributions

The following Eligibility Date for Employer Matching Contributions applies to:

- [--] All Participants
- [--] Only the following Participants: _____
- [--] The Eligible Employee's Employment Commencement Date
- [--] Date on which the Eligible Employee completes _____ (____) Year(s) of Service
- [--] Date on which the Eligible Employee attains age (____) (____)
- [--] The earlier of the date on which the Eligible Employee completes _____ (____) Years of Service or attains age _____ (____)
- [--] Other Eligibility Date for Matching Contributions _____
(Must be based on service, age or a combination of service and age.)

3.02 PARTICIPATION UPON REEMPLOYMENT

The following special rules for Participation Upon Reemployment apply to:

- [--] All Participants
- [--] Only the following Participants: _____
- [--] Upon the Eligible Employee's Reemployment Commencement Date, the Eligible Employee shall have the following status in the Plan based on his status as of his most recent Severance Date:
- [--] (a) If the Eligible Employee was a Participant, he shall reenter the Plan as a Participant on _____ (describe the applicable date.)
- [--] (b) If the Eligible Employee had satisfied the Plan's eligibility conditions but had not become a Participant, he shall become a Participant on the _____ (earlier or later) of _____ (describe the applicable date) or _____ (describe the applicable date.)
- [--] (c) If the Eligible Employee had not satisfied the Plan's eligibility conditions, he _____ (shall or shall not) receive _____ (all or the portion described) previous Years of Service and shall become a Participant on _____ (describe the date)

4.02 EMPLOYER BASIC AND DISCRETIONARY CONTRIBUTIONS

Employer Basic Contributions

The following Employer Basic Contribution shall apply to:

- [--] All Participants

- [--] Only the following Participants: _____
- [--] No Basic Contributions
- [--] Basic Contributions equal to _____ percent (___ %) of each Participant's Compensation (not to exceed 25%)
- [--] Basic Contributions in a flat dollar amount equal to _____ dollars (\$____) for each Participant
- [--] Basic Contributions allocated based on Points equal to \$_____ times the number of each Participant's points. *(Complete Description of Points below.)*
- [--] Basic Contributions allocated based on Points (or ranges of Points) equal to the following percentage of each Participant's Compensation (not to exceed 25% or the same flat dollar amount). *(Complete Description of Points below.)*

<u>Number of Points</u>	<u>\$ Amount</u>	<u>% of Compensation</u>
_____	\$_____	_____ %
_____	\$_____	_____ %
_____	\$_____	_____ %
_____	\$_____	_____ %
_____	\$_____	_____ %

- [--] Points for each year of age (in whole numbers): _____
- [--] Points for each Year of Service (in whole numbers): _____
- [--] Points for each unit of Compensation: _____
- [--] A unit of Compensation is _____
- [--] Maximum Years of Service taken into account, if any: _____
- [--] Each Participant's allocation shall bear the same relationship to the Employer Contribution as the number of his or her total Points bears to all Points awarded
- [--] Other Basic Contribution Formula *(Must be a combination of the options above, e.g., 2% of Compensation, but not more than \$1500; 2% of the first \$70,000 of Compensation; or a percentage of Compensation based on Points or ranges of Points)* _____

Basic Contributions shall be made:

- [--] On a payroll basis
- [--] On a monthly basis
- [--] On a quarterly basis
- [--] On an annual basis
- [--] Other Basic Contribution remittance period *(Must be based on one or more of the options above, such as semi-monthly or quarterly with an annual true-up.)* _____

Eligibility Requirements for Basic Contributions

- [--] No additional requirements

- [--] Participant must be employed by the Employer on the last day of the Plan Year
- [--] Participant must earn at least 501 Hours of Service during the Plan Year
- [--] Participant must earn at least 1000 Hours of Service during the Plan Year
- [--] Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- [--] Other Eligibility Requirements for Basic Contributions *(Must be a combination of employment date and a minimum number of Hours of Service during a specified period of time, but no Hour of Service requirement shall, if extrapolated to a Plan Year basis, require more than 2,080 Hours of Service/Plan Year. For example, 40 Hours of Service/week or 173/month is acceptable; 42 hours/week or 175/month is not.):* _____

Employer Discretionary Contributions

The following Employer Discretionary Contribution shall apply to:

- [--] All Participants
- [--] Only the following Participants: _____
- [--] No Discretionary Contributions
- [--] Discretionary Contributions as determined each year by the Employer using the following Allocation Formula:
- [--] Pro-Rata Based on Compensation
- [--] Each Participant is credited with a portion of the Employer Contribution for the Plan Year equal to the ratio that the Participant's Compensation for the Plan Year bears to all Participants' Compensation for the Plan Year
- [--] Fixed Dollar Formula
- [--] Each Participant shall be credited with an equal dollar amount
- [--] Discretionary Contributions allocated based on Points
- [--] Discretionary Contributions allocated based on Points equal to \$_____ times the number of each Participant's points. *(Complete Description of Points below.)*
- [--] Discretionary Contributions allocated based on Points (or ranges of Points) equal to the following percentage of each Participant's Compensation (not to exceed 25% or the same flat dollar amount) *(Complete Description of Points below.)*

<u>Number of Points</u>	<u>\$ Amount</u>	<u>% of Compensation</u>
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %

- [--] Points for each year of age (in whole numbers): _____
- [--] Points for each Year of Service (in whole numbers): _____
- [--] Points for each unit of Compensation: _____

- [--] A unit of Compensation is _____
- [--] Maximum Years of Service taken into account, if any: _____
- [--] Each Participant's allocation shall bear the same relationship to the Employer Contribution as the number of his or her total Points bears to all Points awarded

Discretionary Contributions shall be made:

- [--] On a payroll basis
- [--] On a monthly basis
- [--] On a quarterly basis
- [--] On an annual basis
- [--] Other Discretionary Contribution remittance period *(Must be based on one or more of the options above, such as semi-monthly or quarterly with an annual true-up.)* _____

Eligibility Requirements for Discretionary Contributions

- [--] No additional requirements [**Must elect if paid on less than annual basis**]
- [--] Participant must be employed by the Employer on the last day of the Plan Year
- [--] Participant must earn at least 501 Hours of Service during the Plan Year
- [--] Participant must earn at least 1000 Hours of Service during the Plan Year
- [--] Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- [--] Other Eligibility Requirements for Discretionary Contributions *(Must be a combination of employment date and a minimum number of Hours of Service during a specified period of time, but no Hour of Service requirement shall, if extrapolated to a Plan Year basis, require more than 2,080 Hours of Service/Plan Year. For example, 40 Hours of Service/week or 173/month is acceptable; 42 hours/week or 175/month is not.)*: _____

4.03 EMPLOYER MATCHING CONTRIBUTIONS

(Matching Contributions may not exceed 100% of Compensation.)

The following Employer Matching Contribution shall apply to:

- [--] All Participants
- [--] Only the following Participants: _____
- [--] No Matching Contributions on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan
- [--] Matching Contributions equal to _____ percent (____%) of the first _____ percent (____%) on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan. The maximum Matching Contribution shall be no more than _____ percent (____%) of Compensation or \$_____.
- [--] Matching Contributions equal to _____ percent (____%) of the first _____ percent (____%) on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan and _____ percent (____%) of the next _____ percent (____%) so contributed and

_____ percent (____%) of the next _____ percent (____%) so contributed. The maximum Matching Contribution shall be no more than _____ percent (____%) of Compensation or \$_____.

[--] Matching Contributions equal to _____ percent (____%) of amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan.

[--] Discretionary Matching Contributions as determined each year by the Employer

Matching Contributions shall be made on the following types of deferrals:

[--] Deferral Contributions the 457(b) Eligible Deferred Compensation Plan

[--] Catch-up Contributions the 457(b) Eligible Deferred Compensation Plan

[--] Roth Contributions under the 457(b) Eligible Deferred Compensation Plan

[--] Matching Contributions shall be calculated based on the lowest whole percentage of Compensation deferred by the Participant (no fractions)

Matching Contributions shall be made:

[--] On a payroll basis

[--] On a monthly basis

[--] On a quarterly basis

[--] On an annual basis

[--] Other remittance period for Matching Contributions: _____ (must be at least annual)

Employer Matching Contribution Eligibility Requirements

[--] No requirements **[Must elect if made more frequently than annually]**

[--] Participant must be employed by the Employer on the last day of the Plan Year

[--] Participant must earn at least 501 Hours of Service during the Plan Year

[--] Participant must earn at least 1000 Hours of Service during the Plan Year

[--] Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.

(Note: Matching contributions made on a payroll basis will not be recalculated at the end of the year)

5.03 MAXIMUM LIMITS WHEN EMPLOYER SPONSORS TWO DEFINED CONTRIBUTION PLANS - SPECIAL PROVISIONS

The following _____ shall apply to:

[--] All Participants

[--] Only the following Participants: _____

Describe allocation between this Plan and the other plan: _____

6.02 VESTING SCHEDULE

Additional rows may be added to any option to the extent permissible under the Plan document. . Any cliff vesting schedule must be at least as favorable as 15-year cliff (20-year cliff for a class in which substantially all of the participants are qualified public safety employees as defined in Internal Revenue Code Section 72(t)(10)(B)), Any graded vesting schedule must be at least as favorable as 5-20 year graded.

Vesting for Employer Basic Contribution

This Vesting Schedule for Basic Contributions Additional Provisions Addendum applies to: _____
 _____ (Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

[--] 100% Vesting immediately upon Entry Date

<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
Less than ____ () years	0 %
____ () years or more	100 %

<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
____ years	____ %
____ years	____ %
____ years	____ %
____ years	____ %
____ years	____ %
____ years or more	____ %

Vesting for Employer Discretionary Contribution

This Vesting Schedule for Employer Discretionary Contributions Additional Provisions Addendum applies to: _____
 _____ (Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

[--] 100% Vesting immediately upon Entry Date

<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
____ years	____ %
____ years	____ %
____ years	____ %
____ years	____ %
____ years	____ %
____ years or more	____ %
Less than ____ () years	0 %
____ () years or more	100 %

Vesting for Employer Matching Contribution

This Vesting Schedule for Employer Matching Contributions Additional Provisions Addendum applies to: _____ (Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

100% Vesting immediately upon Entry Date

[--]	<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
	_____ years	_____ %
	_____ years	_____ %
	_____ years	_____ %
	_____ years	_____ %
	_____ years	_____ %
	_____ years or more	_____ %
	Less than _____ (____) years	0 %
	_____ (____) years or more	100 %

2.31 HOURS OF SERVICE EQUIVALENCY ADDENDUM

Per Section 2.30(g) of the Basic Plan Document, Each Employee who works _____ Hour(s) of Service during a _____ shall be credited with _____ Hours of Service for that period. (The equivalency selected must be at least as generous as the equivalencies set for forth in paragraph (e) of Department of Labor Regulation Section 2530.2006-3.)

FORMS OF PAYMENT ADDENDUM

This Forms of Payment Addendum shall apply to the following classes of Participants or to the following sources of contributions: _____ (must satisfy the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

Per Section 8.01(a)(iv) of the Plan Document, the Employer may permit any of the following forms of payment in addition to those otherwise available under the Basic Plan Document and/or the Adoption Agreement. The Employer also may use this Addendum to provide for different elections for different classifications of employees or for different sources of contributions:

- ☐ Distributions may be made in one lump sum only
- ☐ Distributions may be made in any form provided in Section 8.01(a) (Lump sums, installments or systematic payments)
- ☐ Distributions may be made in any form provided in Section 8.01(a) (Lump sums, installments or systematic payments, except that:
- ☐ The maximum length of the installment period shall be: _____ (may not exceed the joint life expectancy of the Participant and his designated Beneficiary)
- ☐ The Participant or Beneficiary whose distribution is in the form of installments may not elect to receive the remainder of his Account in a single lump sum or otherwise change the installment method previously selected.
- ☐ In addition to the lump sum and installment options, Participants and Beneficiaries may elect partial withdrawals provided the minimum withdrawal is \$_____.
- ☐ Annuities:
 - ☐ 1. Any form of annuity
 - ☐ 2. Only the following forms of annuity (select one or more):
 - ☐ a. Straight life annuity
 - ☐ b. Life and 5 years certain
 - ☐ c. Life and 10 years certain
 - ☐ d. Life and 15 years certain
 - ☐ e. Life and 20 years certain
 - ☐ f. Straight life with reduction upon receipt of Social Security benefits
 - ☐ g. Joint and 50% survivor annuity
 - ☐ h. Joint and 66 2/3% survivor annuity
 - ☐ i. Joint and 75% survivor annuity
 - ☐ j. Joint and 100% survivor annuity
- ☐ Annuity options are available only to Participants who have attained age: _____ (specify).
- ☐ Annuity options are available only to Participants who have completed _____ (specify) Years of Service.
- ☐ Joint Annuity may be:
 - ☐ Spouse only
 - ☐ No restrictions, subject to incidental benefit rules described in Treasury Regulation Section 1.401(a)(9)-2

- [--] Distributions may be made in:
- [--] cash only (except for insurance or annuity contracts)
- [--] cash or property

SUPERSEDING PROVISIONS ADDENDUM

Unless the provisions of this Superseding Provisions Addendum are described in Section 8.03 of Revenue Procedure 2017-41 as not causing a plan to fail to be identical, e.g., changes to the administrative provisions of the Plan, such as provisions relating to investments or plan claims procedures, the Employer will not be permitted to rely on ACCG's opinion letter for qualification of its plan. In addition, such superseding provisions may, in certain circumstances, affect the plan's status as a pre-approved plan eligible for the 6-year remedial amendment cycle.

The following provisions supersede other provisions of this Adoption Agreement and the ACCG Basic Plan document in the manner described below:



Lumpkin County, Georgia

Special Projects Department

Date: June 1, 2021

Agenda Item: Consideration of Update to the Fixed Asset Policy

Item Description: Consideration of Update to the Fixed Asset Policy

Facts & Historical Information:

The Lumpkin County Board of Commissioners approved a Fixed Asset Policy for the county in 2017 which was based upon operational procedures. Historically, the county used metal ID tags to identify county property. When those tags became obsolete, the county moved away from tagging assets and required departments to track any asset below the policy threshold for the fixed asset system in a method of their choosing whether that be word or excel. Staff was directed by the county manager in April of 2021 to research a method by which county assets could be tagged. Staff identified a Radio-frequency identification (RFID) system with handheld scanners. This item has been requested in the '22 budget and is incorporated into the attached draft policy. Should the RFID system not be approved in the '22 budget, staff will explore other tags for assets in accordance with the directive. As a part of administrative functions, county policies are periodically reviewed for compliance with state/federal laws, best practices, and actual relevance to the overall operation and brought to the Board for consideration to amend the policy. After reviewing approximately five policies from different counties in Georgia, staff felt it was time to update the existing fixed asset policy as noted in the attached document. The draft policy takes into consideration audit standards and should not result in a change to the annual testing performed during field work.

Changes to the Policy Include:

- Establishes a Capitalization Policy
 - o Defines a “capital asset” of \$5,000 or more and an estimated useful life of 5 years. (Change from previous policy of \$5,000 or more and an estimated useful life of 2 years.)
 - o Establishes a capitalization threshold for buildings at \$100,000 and Roads at \$500,000. (This distinction was not included in the original policy)
 - o Assets that meet the threshold will be recorded in the Fixed Assets Account System, maintained by the Finance Department and Department Heads and Elected Officials will review and verify their assets annually.

- o Assets which do not meet the “capital asset” threshold, but which are greater than \$100.00 will be maintained at the Department level and shall be marked with an inventory tag.
- o Establishes a policy for testing of the physical inventory of Fixed Assets.
- o Establishes obligation by the Department Heads to ensure safe keeping of all assets.
- Establishes a Missing Asset Policy.
- Establishes a Renovation/Improvement Policy for existing assets.
- Establishes a Grant Fixed Asset Policy.
- Establishes a policy for the transfer of assets.
- Establishes a policy for leased assets.
- Makes changes to and details the procedures for the disposal of assets.
 - o Assets will be transferred to surplus or obsolete assets.
 - o Other departments will be given the opportunity to examine surplus assets for possible use.
 - o Disposal of all surplus assets must be approved by the Board of Commissioners and reported on a Disposal of Asset form.
 - o Includes a detailed policy of the Disposition of Assets to include: Auction, Donation, Sale other than Auction, Dismantling and Trade-In.

**Potential Courses
Of Action:**

- 1) Should the board choose to make changes to the policy, it will modernize the county’s policy and make a provision for the tagging of assets.
- 2) Choose to not update the policy. This is the least favorable as it does not support the county’s commitment to periodically review policies to keep them up to date and would not provide staff with a policy to back the direction of the county manager to begin tagging assets.

Budget Impact:

The policy has no direct impact to the operational budget. Should the RFID system not be approved, a more economical method for tagging assets would be procured and used by staff.

Staff Recommendation: The recommendation of staff is to ask the board to consider updating this policy via resolution and calling the amended policy the “Lumpkin County Government Fixed Assets, Inventory Record Maintenance and Disposal Policy”

Lumpkin County Resolution No. 2021 – 37

**A RESOLUTION TO AMEND THE LUMPKIN COUNTY GOVERNMENT
ASSET AND REAL PROERTY POLICY**

Whereas, Board of Commissioners adopted the Lumpkin County Government Asset and Real Property Policy by Lumpkin County Resolution No. 2017-86; and

Whereas, staff has reviewed the policy and had recommended certain revisions to modernize the policy and make provisions for the tagging of assets; and

Whereas, the Lumpkin County Board of Commissioners now desires to approve and adopt the updated policy which shall be known as the Lumpkin County Government Fixed Assets, Inventory Record Maintenance and Disposal Policy;

Now therefore, it is hereby resolved that the Lumpkin County Government Fixed Assets, Inventory Record Maintenance and Disposal Policy attached hereto as Exhibit "A" is hereby approved and adopted; and

It is further resolved that said policy shall supersede and replace the Lumpkin County Government Asset and Real Property Policy adopted by Lumpkin County Resolution No. 2017-86;

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:
fixed asset policy 2021 v3

Exhibit "A"

Lumpkin County Government
Fixed Assets, Inventory Record Maintenance and Disposal Policy

I. Purpose.

The primary purpose for recording fixed assets and/or inventories is to ensure stewardship of Lumpkin County assets. Detailed and timely records demonstrate accountability. Accurate and complete records provide a deterrent to lost or stolen assets by providing a basis for periodic inventory of those assets. Accurate fixed asset and inventory records are necessary to develop comprehensive risk management programs, provide for accurate financial statements, allow for an unqualified audit opinion, supply cost estimates and replacement needs and to properly plan for replacements and enhancements.

II. Capitalization Policy.

- a. All assets with a cost of \$5,000 or more and an estimated useful life of five or more years shall be considered a "capital asset". The capitalization threshold for buildings is \$100,000 and \$500,000 for roads. All vehicles, trailers, and any equipment that must be carried on the County insurance plan by law will be recorded in the fixed asset system for insurance tracking purposes. All vehicles shall be marked in accordance with state law and all equipment shall be marked with a county seal. All land will be recorded in the fixed asset system. The Finance Department shall notify Risk Management of any new assets that should be added to the County's insurance policy.
- b. All assets that meet the criteria above will be recorded in the Fixed Asset Account System maintained by the Finance Department. The Finance Director, or his/her designee, will send a list of capital assets to each department head or elected official annually to verify their assets.
- c. A test of physical inventory of Fixed Assets will be conducted by the external auditors for verification and accuracy. Items found during annual physical inventory that meet fixed asset criteria but cannot be located on the fixed asset records, will be recorded at cost or historical cost when applicable.
- d. Assets which have an acquisition cost of less than the threshold but greater than \$100 will be maintained at the Departmental level. At a minimum, department records should contain the description, acquisition date, cost, location, serial number and model number of the assets. All assets shall be clearly marked with an inventory tag. Physical inventories will be conducted annually by the Department Heads in accordance with O.C.G.A. 50-16-140 and 50-16-141. A test of physical inventory of these assets may be conducted by the County Manager, Finance Director or external auditors for verification and accuracy and are subject to audit during this process.
- e. Department Heads are responsible for the legal and ethical obligation of their staff to provide sufficient care and safe keeping of all assets. Custodial responsibility obligates the department to give reasonable

protection against theft, vandalism, misuse and destruction of assigned fixed assets. Fixed assets are not to be removed from assigned locations without the permission of the Department Head.

III. Missing Assets.

- a. If an asset is determined to be missing, the department should notify the County Manager or Finance Director immediately. Fixed assets that have been removed from any location without permission of the appropriate County official are considered to be stolen and should be reported to the Lumpkin County Sheriff's Office without delay. A copy of the incident report shall be forwarded to the County's Risk Manager.

IV. Donated Assets

- a. Gifts/Donations to Lumpkin County by outside agencies, companies or individuals that meet fixed asset criteria will be recorded on the fixed asset accounting system at fair market value on the date of acquisitions.

V. Renovations/Improvements

- a. Renovations or improvements to existing assets that meet the fixed asset criteria will be recorded on the fixed asset system. Repairs and maintenance will be recorded as operating expenses.

VI. Grant Fixed Assets

- a. Federal and state requirements must be followed with respect to recording grant fixed assets. Information regarding the grant title, number and granting agency shall be kept as part of the permanent fixed asset records. All grant requirements concerning acquisition, use, transfer and disposal must be followed. Upon the acquisition of a fixed asset, each department shall submit written notification to the Finance Department of the acquisition within 30 days of the acquisition of the asset. The Finance Department will then record the asset on the fixed asset accounting system, assign it an identification tag number and issue an identification tag to the department to be attached to the asset.

VII. Transfers of Assets

- a. Transfers are defined as any movement of an asset by virtue of change in location, either by account or department. Fixed asset transfers must be approved by both the sending and receiving departments and must be reported on a Transfer of Asset form and sent to the Finance Department.

VIII. Leased Assets

- a. The Lumpkin County Board of Commissioners shall approve all capital lease agreements that exceed a one-year term or annual payments of \$10,000 or more. The Finance Director will examine all lease agreements to determine if the capital asset should be recorded on the Fixed Asset Accounting system under the criteria established by the Federal Accounting Standards Board.

IX. Control and Disposal

- a. All assets determined to be no longer usable by departments are transferred to surplus or obsolete assets on the record keeping system. All departments have an opportunity to examine assets declared surplus for

possible use before the assets are disposed of. The purpose of maintaining surplus is to give other departments within the government an opportunity to use existing equipment and possibly eliminate unnecessary purchases. Notification will take place before the physical movement of the assets. Disposal of all surplus assets must be approved by the Lumpkin County Board of Commissioners prior to disposal. All disposals must be reported on a Disposal of Asset form and sent to the Finance Department. The Finance Department shall make all notifications to include notifying Risk Management of all assets to be removed from insurance. All assets purchased by the Lumpkin County Board of Commissioners shall be disposed of by the Lumpkin County Board of Commissioners.

X. Disposition of Assets

- a. Auction. Periodically, the Finance Department in coordination with Department Heads and the County Manager will prepare a list of surplus assets to be sold for approval by the Board of Commissioners. Once approved, an auction will be organized under the direction of the Finance Director. The Finance Department will accept and record all revenues from the surplus sale and allocate them to the appropriate fund. Auctions may be conducted online using GovDeals or conducted in person.
- b. Donation. Donation of assets to other governmental persons or agencies must be coordinated with the County Manager and Finance Department, and authorized by the Board of Commissioners. Completed transactions shall be reported in writing to the Finance Department.
- c. Sale other than Auction. Lumpkin County Board of Commissioner's approval is required prior to the individual sale of any asset. The Finance Department shall accept and record all revenues from sales of assets and allocate them to the appropriate fund.
- d. Dismantling. The breakdown of fixed assets for alternate use should be approved by the Department Head prior to dismantling. Assets that cannot be restored to serviceability without excessive repairs and are determined to be no longer operational may be stripped of parts for use in other areas and/or recycling. This must be approved by the Department Head and reported in writing to the Finance Department.
- e. Trade-In. The trade-in of a fixed asset must be approved by the Board of Commissioners and reported in writing to the Finance Department.

XI. Sales to County Employees.

In order to prevent the appearance of impropriety, and in keeping with Lumpkin County's Code of Ethics, county employees and elected officials are prohibited from participating in any sale, auction, or transfer of surplus property to the public to include items disposed on GovDeals or any other method of sale, auction or disposal used by Lumpkin County.



Lumpkin County, Georgia

Special Projects Department

Date: June 1, 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 draft v4

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.

Key Departments:

- Sheriff
- Fire
- Public Works
- Planning & Development
- Public Buildings
- Park & Recreations
- Administration

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. 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 draft v4 (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 draft v4 (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
Street Sweeper	15	200,000
Boat	15	34+
Tractor	20	34+
Mini Excavator	15	34+
Backhoe	15	34+
Skid Steer	15	34+
Wood Chipper	20	34+
Portable Air Compressor	20	34+



Lumpkin County, Georgia

Board of Commissioners Department

Date: June 1, 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

Board of Commissioners Department

Date: June 1, 2021

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

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

<Insert Resolution Here>

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Emergency Services Department

Date:	June 1, 2021
Agenda Item:	Medical Director - EMS - Jack Freeman
Item Description:	This is a renewal agreement between Lumpkin County Emergency Services hereinafter called LCES and Jack Miller, Jr., M.D. hereinafter called Medical Director.
Facts & Historical Information:	The State of Georgia Office of EMS requires that any medical service in the State of Georgia serving a population of 12,000 people or more must have a Medical Director. The Statute is located under 290-5-30-.07 (I).
Potential Courses Of Action:	1. Renew the agreement between the current Director and LCES so they can continue to provide the medical care for the Citizens and all other people that may pass through Lumpkin County. 2. Not renew the agreement and run the risk of fines from the Georgia State Office of EMS. Also, run the risk of having the County's Ambulance and emergency Services license revoked.
Budget Impact:	The cost for this service will be in the amount of \$3,500.00, the same amount as 2020. This is already included in the LCES budget, so there is no budget impact
Staff Recommendation:	Continue the agreement with Dr. Freeman. The Citizens of Lumpkin County would benefit from his guidance and oversight of our EMS program. It will help our Department to continue to provide the best care and service for all that live and travel throughout Lumpkin County.
Attachments:	Blank Contract 2021

LUMPKIN COUNTY EMS MEDICAL DIRECTOR AGREEMENT

This agreement is made effective as of July 1, 2021, by and between the governing authority of **Lumpkin County, Georgia**, a body politic and corporate, hereinafter called “COUNTY” and **Jack Miller Freeman, Jr., M.D.** hereinafter called “DIRECTOR”.

WITNESSETH:

Whereas, COUNTY has an obligation to have a medical director for its ambulance service pursuant to DHS Rule 290-5-30-.07 (i); and

Whereas, DIRECTOR is willing act as such director and provide medical direction for County’s ambulance service.

Now, therefore, the parties, intending to be legally bound agree as follows:

SCOPE OF SERVICES

1. DIRECTOR shall serve as medical authority for the ambulance service, serving as a liaison between the ambulance service and the medical community, medical facilities and governmental entities.

2. DIRECTOR shall provide for medical direction and training for the ambulance service personnel in conformance with acceptable emergency medical practices and procedures.

3. DIRECTOR’S duties shall include but not be limited to the following:

- (i) The approval of policies and procedures affecting patient care;
- (ii) The formulation of medical protocols and communication protocols;
- (iii) The formulation and evaluation of training objectives;
- (iv) Performance evaluation;
- (v) Continuous quality improvement of patient care; and
- (vi) Development and implementation of policies and procedures for requesting air ambulance transport.

4. All services rendered and documents prepared by DIRECTOR shall conform to all laws, statutes and ordinances and the applicable rules, regulations, methods and procedures of all governmental boards, bureaus, offices and commissions having authority over such matters.

COMPENSATION

Unless and until the Agreement is terminated, as compensation for the services rendered by the DIRECTOR that are specified in this Agreement, the COUNTY agrees to pay DIRECTOR an annual fee of Three Thousand and Five Hundred Dollars (\$3,500.00) each year payable within 30 days of the binding date of this agreement.

Attachment: Blank Contract 2021 (2021-035 : Medical Director - EMS - Jack Freeman)

TERMINATION

COUNTY reserves the right to terminate this Agreement at any time at its sole discretion by giving DIRECTOR sixty (30) days notice. The COUNTY also may terminate this Agreement immediately should DIRECTOR lose any necessary certification or license.

DIRECTOR reserves the right to terminate this Agreement at any time at his sole discretion by giving COUNTY sixty (60) days notice.

INDEMNIFICATION

DIRECTOR shall indemnify COUNTY for any and all claims, losses, actions, images, liability, costs and expenses which arise out of the performance or non-performance of its duties under this Agreement, including any acts or omissions of its employees or agents. DIRECTOR shall not be responsible and shall have no duty of indemnity to COUNTY for any liabilities which arise solely from the negligence, misfeasance, action, inaction or other failure of the COUNTY, its officers, employees or agents.

INSURANCE

DIRECTOR, at his sole cost and expense, shall obtain and maintain or cause to be obtained and maintained during the term of this Agreement, Physicians and Surgeons Professional Liability Policy in the following amounts: \$1,000,000 each loss limit and \$3,000,000 aggregate limit. A certificate of insurance evidencing the above coverage shall remain in full force and DIRECTOR will supply the COUNTY with a copy of said certificate hereunder upon request.

MODIFICATION

This Agreement represents the entire Agreement between the parties hereto and shall not be modified in any manner except written instrument executed by the parties and attached hereto.

DEFAULT

In the event any default by either party under this Agreement results in litigation, the prevailing party in any such litigation shall be entitled to recover its reasonable attorney fees and costs in connection with said litigation.

GOVERNING LAW

This Agreement shall be governed under the laws of the State of Georgia.

TERM OF CONTRACT

This contract shall commence on July 1, 2021 and shall end on June 30, 2022. This contract may be renewed for successive one-year terms upon agreement of both parties.

IN WITNESS WHEREOF, the undersigned parties, intending to be legally bound hereby as of the date first set out above, have set their hands and seals on the date set out below.

This ____ day of _____, 2021.

COUNTY:

DIRECTOR:

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Jack Miller Freeman, Jr., M.D.

Attest:

Melissa Z. Witcher
Clerk, Lumpkin County

Attachment: Blank Contract 2021 (2021-035 : Medical Director - EMS - Jack Freeman)



Lumpkin County, Georgia

Community and Employee Services Department

Date:	June 1, 2021
Agenda Item:	ACCG-IRMA Property & Liability Insurance Renewal
Item Description:	ACCG General Liability, Law Enforcement Liability, Public Officials Liability, Automobile Liability, Automobile Physical Damage, Property, Equipment Breakdown, & Crime insurance renewal.
Facts & Historical Information:	The county purchases annual property and liability insurance from ACCG. We have not yet received the annual renewal documents from ACCG, but in order to ensure the Board considers this renewal in a timely manner, ACCG has provided the total cost without other documentation. ACCG requests that the BOC approve, sign, and return the Renewal Contribution Worksheet before the July 1 renewal date and staff believe ACCG will have this worksheet to us by the Board's regular meeting on June 15. This year's renewal cost is \$310,312. This is a six percent increase compared to last year.
Potential Courses Of Action:	A. Approve the contract renewal as is. B. Choose not to renew the coverage, in which case it will become necessary to quickly find alternative coverage.
Compare and Contrast:	Option A is the traditional choice. While there is a budget impact, the amount is manageable and will allow the county to continue with a product that we know and with a provider who understands the needs of county governments. Option B is the least favorable option as it could leave the county without adequate coverage, or even with no coverage, especially since our current plan expires June 30.
Budget Impact:	This expected cost is included each year's budget. Approximately \$18,000 will be unbudgeted. Since ACCG's plan/premium year runs from July 1 through June 30, half of the unbudgeted increase, \$9,000, will impact the 2021 budget, the other half can be included in the 2022 budget.
Staff Recommendation:	Course of Action A.



Lumpkin County, Georgia

Special Projects Department

Date:	June 1, 2021
Agenda Item:	Possible Renewal of State Properties Commission Lease - Technical College System of GA
Item Description:	Possible Renewal of State Properties Commission Lease - Technical College System of GA
Facts & Historical Information:	Lumpkin County entered into a MOA with the Department of Technical and Adult Education (DTAE), Lanier Tech end user, in 2006 for the use of approximately 2,000 square feet of classroom and office space located at 150 B Johnson Street. The DTAE agreed to pay \$1.00 per year for the use of the space and are to be responsible for telecom, utility and janitorial expenses for the facility. The County is responsible for all other expenses for the facility to include light bulbs, HVAC, plumbing, etc. The agreement was auto-renewable with a clause that should the space be abandoned as an Adult Learning Center, it reverts back to the County. The County last renewed this agreement in 2020 per the standard State Properties Commission template. The director did submit an annual public benefit report and it is attached for reference.
Potential Courses Of Action:	1. The Board could choose to approve the lease extension as presented. This would be a renewal of the current agreement as they have no funds to contribute to the maintenance of the facility. This option would preserve this program in our community. This is also in line with the policy passed by the Board which grandfathered in existing occupants. 2. The Board of choose to not approve the lease and consider other options for the facility. The is the least favorable option for the county given the renewal of the lease last year which provided auto-renewals and the success of the program and the service it provides to the community.
Contract Term:	The original contract was for one year with the option to renew annually. The contract runs July 1 st through June 30 th annually.
Budget Impact:	The impact to the budget remains unchanged from prior years if option 1 or 2 is chosen.
Staff Recommendation:	The recommendation of staff is to renew the lease.
Attachments:	Lanier Tech Agreement

Adult Learning Center



STATE PROPERTIES COMMISSION

270 Washington Street, Suite 2-129, SW, Atlanta, Georgia 30334

Chairman
Brian P. Kemp
Governor

Executive Director/State Property Officer
Marty W. Smith

May 14, 2021

Lumpkin County Board of Commissioners
99 Courthouse Hill, Suite A
Dahlonega, GA 30533-0541

RE: Technical College System of Georgia
Lanier Technical College
Agreement Number: 5175

FY: 2022

Dear Landlord:

The Agreement ("Agreement") dated July 05, 2018, between Lumpkin County Board of Commissioners ("Landlord") and Technical College System of Georgia ("Tenant") for 2,000 rentable square feet of Classroom, Faculty, Library space located at 150 B Johnson Street, Dahlonega, GA 30533-0501, will expire on June 30, 2021.

The Agreement referenced above granted to Tenant the option to extend the Term for additional periods of one (1) year each. In accordance with OCGA §50-16-41, the State Properties Commission ("SPC") is authorized to manage the utilization of administrative space by state entities. Such authority includes the ability to manage any space rented or leased from any public or private entity. Therefore, by virtue of such authority, the SPC hereby notifies you of Tenant's desire to exercise this option extending the Term for a 12-month period beginning July 1, 2021 and ending June 30, 2022 under the same terms, conditions, covenants, agreements, and provisions and stipulations of the Agreement and at the Annual rental rate of \$1.00.

STATE PROPERTIES COMMISSION

J. Frank Smith
Deputy Executive Director

Use of County Facility/Funds – Annual Public Benefit Report

The Constitution of the State of Georgia prohibits a gift of funds, property, or use of property no matter the worthiness or the purpose or recipient even if there is no cost to the County. As an occupant of a county facility, the annual public benefit report enables us to provide proof we are not violating the gratuity clause of the Constitution of the State of Georgia. Reports are due 60 days after the end of the calendar year. A report should be completed for each location. Please attach a copy of your most recent audit, budget, and financial statements.

Please submit report to:

Lumpkin County Special Projects Director
99 Courthouse Hill, Suite H
Dahlonega, GA 30533

Year of Report: 2021. 2022

Name of Organization: Lanier Technical College

Public Benefit/Service Provided:

Adult Ed / GED

Mission/Vision

Statement: to prepare students to take
& pass the GED

Is there a contract w/County? _____ Is your service authorized by law? Yes

If yes, please provide corresponding code section or legislation:

If you are in county provided space, do you provide services to non-Lumpkin County residents? Yes

If yes, please provide the percentage of non-Lumpkin County residents served.

5% est.

Please list all funding sources for your organization:

Lumpkin Literacy
State of GA / Lanier Tech

Please list past year accomplishments:

75+ GED graduates

Please list plan for upcoming year:

50-75 GED graduates

Additional Information:



Lumpkin County, Georgia

Special Projects Department

Date: June 1, 2021

Agenda Item: GDOC Inmate Work Detail Contract

Item Description: GDOC Inmate Work Detail Contract

Facts & Historical Information:

Lumpkin County has contracted with GDOC – Colwell Detention Center for inmate work crews for over 18 years. By agreeing to pay the salary of the correctional guard, the county is able to obtain up to 10 inmates four days a week, less any federal or state holidays or any days the Governor chooses to close state agencies, to assist with a variety of maintenance, lawn care, and special projects. The Board of Commissioners directed staff to contract with GDOC for 1 inmate work crew. The cost of the contract is \$49,318.00 and it covers July 1, 2021 thru June 30, 2022.

Potential Courses Of Action:

- A) Approve the contract. This is the most favorable of the options as it assists in keeping operational costs low.
- B) Disapprove the contract. This is the least favorable of the options as it would take away a valuable source of labor for county operations. It could mean that additional staff has to be hired or landscaping outsourced to a private company. It would also mean that maintenance projects scheduled in the off season would have to be outsourced or the number we are able to accomplish would be greatly reduced without the labor of the inmates that assist us each year.

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

Budget Impact: There is no impact to Lumpkin County's budget. The contract amount is included in the budget.

Staff Recommendation: Approve the contract with GDOC for 1 inmate work crew.

Attachments:

Revised WORK DETAIL FY22 Contract

**WORK DETAIL AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF CORRECTIONS
AND
LUMPKIN COUNTY**

THIS AGREEMENT is entered into this 1st day of July, 2021, by and between GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as "Department"), and Lumpkin County, a department, authority, agency or political subdivision of the State of Georgia ("Governmental Entity").

WITNESSETH:

WHEREAS, Department desires to obtain appropriate work for offenders incarcerated at its Colwell Probation Detention Center (hereafter "Offenders" and "Facility"); and

WHEREAS, Governmental Entity desires to obtain the services of Offender work crews on public works projects in accordance with O.C.G.A. §42-5-60(e).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Term of Agreement. The term of this Agreement shall be from July 1, 2021 through 11:59 p.m. on June 30, 2022("Term"). The parties may, by mutual agreement in writing, extend the Agreement for additional time periods.
2. Scope of Services. The Governmental Entity agrees to perform fully and faithfully the services described in Exhibit "A," attached hereto and incorporated by reference herein (the "Services"). No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the parties in the manner provided for herein.
3. Prohibited Contact and Dealings with Offenders.
 - A. Governmental Entity will take all reasonable steps to ensure that its officials, employees, students, and agents refrain from any personal dealings with the Offenders working under this Agreement. Such prohibited conduct includes, but is not limited to, giving, receiving, selling, buying, trading, bartering, or exchanging anything of value with Offenders.
 - B. Governmental Entity will take all reasonable steps to ensure that Offenders working under this agreement will have no contact with any unauthorized civilians.
 - C. In the event that Governmental Entity is a school or school system, Governmental Entity will take all reasonable steps to ensure that Offenders working under this Agreement will have no contact with any student of Governmental Entity's school system.
 - D. Governmental Entity will take all reasonable steps to ensure that no gun or other weapon, intoxicating liquor, any drug of any type, any cellular telephone or communications device of any type, or contraband item specified by Department, is made available by its officials, employees, students, and agents to any Offender working under this Agreement on any

property under Governmental Entity's control.

4. Workplace Safety. Governmental Entity agrees to provide a safe workplace for Offender work details in accordance with State law. Governmental Entity shall be responsible for the coordination between Offender work details and other workers in the workplace. Department shall be responsible for the custody of Offenders at all times, including security, meals, and medical care. Department and Governmental Entity agree to comply with applicable laws, rules, regulations and orders of Federal, State and Local governments in the performance of the Work.
5. Termination for Convenience. This Agreement may be terminated by either party upon seven (7) days' written notice. The seven (7) days will commence with the receipt of the notice by the non-canceling party.
6. Notices. Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to Governmental Entity:

Lumpkin County
Attn: Stan Kelley, County Manager
99 Courthouse Street
Suite D
Dahlonega, Ga 30533-0541
stan.kelley@lumpkincounty.gov

If to Department:

Jennifer Ammons
General Counsel
Georgia Department of Corrections
State Office South, Gibson Hall, 3rd Floor
P.O. Box 1529
Forsyth, GA 31029

With a copy to:

Colwell Probation Detention Center
Attn: Tina Sosebee
189 Beasley Street
Blairsville, GA 30512
tina.sosebee@gdc.ga.gov

7. Sole Benefit. Department and Governmental Entity enter into this Agreement for their sole benefit. Department and Governmental Entity do not intend to give any rights pursuant to this Agreement to any other parties that are not signatories to this Agreement. These other parties include, but are not limited to, any Offender(s) who participates in the work detail(s) outlined in this Agreement. Department and Governmental Entity do not intend for such Offender(s) or other parties that are not signatories to this Agreement to be third party beneficiaries to this agreement.
8. Amendment. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.

9. Governing Law. This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia. Any lawsuit or other action brought against the Department and the State based upon or arising from the Contract shall be brought in the Superior Court of Fulton County Georgia.
10. Drug – Free Workplace. Governmental Entity will provide a drug-free workplace for the Offenders who are working under this Agreement.
11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.
12. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF
CORRECTIONS:

GOVERNMENTAL ENTITY:

By: _____
Jennifer Ammons
General Counsel

By: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

FACILITY WARDEN/SUPERINTENDENT

By: _____

Print Name: _____

Date: _____

EXHIBIT A SCOPE OF SERVICES

Governmental Entity Provides Vehicle

The Parties hereby agree to the following:

- A. **Delivery of Services:** Department agrees to provide Governmental Entity with one (1) Offender work details. Each work detail provided will have a maximum of ten (10) Offenders (“Work Detail”) as well as one (1) full-time correctional officer (“Correctional Officer”). The Work Detail will perform labor on public works projects described in an attachment hereto or as communicated to Department from time to time in the manner provided herein (the “Work”). Department shall have the right and responsibility to control the time and manner of executing the Work through the Correctional Officer that is assigned to supervise Work Detail. For purposes of this paragraph, the Correctional Officer shall be acting as an agent of Governmental Entity. Governmental Entity shall also have the right and responsibility to direct the Correctional Officer concerning the Work. Governmental Entity acknowledges and agrees that the Work shall not include Offender labor that benefits private persons or corporations. The Department’s delivery of services may, at the sole discretion of the Department, be suspended due to the unavailability of offenders, offender or officer illness, or any other cause. In the event the Department suspends the delivery of services, the Governmental Entity will not be charged for the time of suspension.

- B. **Vehicles, Equipment and Supplies.** Governmental Entity agrees to supply vehicles suitable for transporting Work Detail to and from the location or locations of the Work. Governmental Entity agrees that the vehicle(s) supplied shall be caged and equipped for transporting offenders in a secured manner to and from the location or locations of the Work. The Correctional Officer shall be responsible for transporting the Work Detail to and from the location or locations of the Work in the vehicles provided by Governmental Entity. In performing such transportation services, Correctional Officer shall be acting as an agent for Governmental Entity. Government Entity is responsible for ensuring that each vehicle used for transporting Work Details is equipped with a mobile radio which complies with federal law, specifically Federal Communications Commission (“FCC”) Order 04-292. The mobile radio equipment will be high power, with appropriate antennae for maximum output and range of coverage. On December 20, 2004, the Federal Communications Commission (FCC) issued Order No. 04-292, which requires all state and local law enforcement agencies using below 512-megahertz mobile radio equipment to begin using 12.5 kilohertz Narrowband Mobile Communications radios by January 1, 2013. Governmental Entity further agrees to obtain an appropriate automobile liability insurance policy which will provide insurance coverage for the correctional officer’s use and operation of the vehicle discussed in this paragraph. Governmental Entity agrees to provide Department with appropriate proof of automobile liability insurance for said vehicle within thirty (30) days of the commencement of this Agreement. Governmental Entity shall also supply all necessary tools, equipment and supplies for the performance

of the Work, including all safety gear and any necessary protective clothing. Small quantities of gasoline shall be dispensed, stored and carried only in containers approved for this purpose by the National Fire Protection Association. Governmental Entity agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereunder.

- C. Compensation. Governmental Entity agrees to pay Department the sum of Forty-Nine Thousand Three Hundred and Eighteen Dollars (\$49,318.00) per year for the Term of this Agreement. Governmental Entity acknowledges that the foregoing sum is commensurate with labor supplied, salary, and benefits for Correctional Officer assigned to the Work Detail. This amount does not include overtime provided by Correctional Officer in performing the Work. Governmental Entity expressly agrees to pay Department for any overtime provided by Correctional Officer at an overtime rate of one and one half (1½) times Correctional Officer's hourly rate. Work Detail will be provided four (4) days per week for the Term of this Agreement, with the exception of state and federal holidays and up to fifteen (15) additional days due to annual leave, sick leave, mandatory training days for the correctional officer, periods of inclement weather, and facility emergencies, such as offender disturbances and medical quarantine (collectively "Off Days"). Days in which the Governor closes State Offices or substantially delays State Offices' opening (Governor Days) in the county in which the Work Detail is to perform or is in which Offenders are housed, are excluded from "Off Days", and shall not count against the Department as an "Off Day". For each day in excess of the Off Days, excluding "Governor Days" that the Work Detail is not provided during the Term, compensation due to Department shall be reduced by Two Hundred Thirty-Seven Dollars and Ten Cents (\$237.10) per detail. Where possible, Department will give advance notice to Governmental Entity of Off Days and will provide Governmental Entity with an explanation of the reason for any Off Days on Department's monthly invoice, which invoice is due and payable Thirty (30) days from receipt by Governmental Entity. Any credits due Governmental Entity shall be noted by Department on this invoice. Work Detail will be provided for ten (10) hours per day, including time for transportation and supervision of Work Detail exiting and re-entering Facility.



Lumpkin County, Georgia

Finance Department

Date:	June 1, 2021
Agenda Item:	Consideration of a Fuel Contract
Item Description:	Consideration of a Fuel Contract
Facts & Historical Information:	Lumpkin County began operating its fueling station in January 2017. Since that time, the County has purchased fuel without a contract, which leaves the County without a basis of expectations or accountability. Staff feels it would be prudent to have a fuel contract, as we do for other utilities. During the recent pipeline cyberattack, the county was unable to receive a load of fuel from our current provider; however, we were able to obtain fuel through Mansfield Oil. Staff is asking for consideration of a fuel contract with Mansfield Oil, which would set pricing expectations and availability.
Potential Courses Of Action:	A. Approve the contract with Mansfield Oil. B. Take no action.
Budget Impact:	There is no impact to the operating budget for entering into a contract with Mansfield Oil.
Staff Recommendation:	Staff recommends approving the contract.



Lumpkin County, Georgia

Special Projects Department

Date: June 1, 2021

Agenda Item: Amend Kelley Building GMP

Item Description: Amend Kelley Building GMP

Facts & Historical Information:

The sidewalks and parking area surrounding the Kelly Building was designated as the ADA mitigation project for 2021. The sidewalks are currently unlevel and unsafe. A transition path from the Administration Building to the Kelly Building and a safe harbor sidewalk needs to be added to the back of the building. Additional ADA parking also needs to be added at the back left corner of the building to bring this area into compliance. Charles Black Construction, the contractor of record, for the Kelley Building remodel has priced the project and will complete the work. The cost of the project will be \$69,832 and will be paid for using the yearly ADA mitigation funds.

Potential Courses Of Action:

- A) Approve the amendment to the GMP with Charles Black Construction to complete the ADA compliant sidewalks, walkways, handrails, and parking at the new Planning and Development Offices.
- B) Do not approve the amendment to the GMP with Charles Black Construction to complete the ADA compliant sidewalks, walkways, handrails and parking at the new Planning and Development Offices.

Budget Impact:

No impact to the budget as adequate funds have been allotted for ADA mitigation that will cover the cost of this project.

Staff Recommendation:

The recommendation of staff is to approve the amendment to the GMP as this work will need to be completed prior to the opening of the Kelley Building and Charles Black Construction is already onsite and can easily transition and complete the required work.

Attachments:

ADA Pricing
signed set 5-5-21
20207 Lumpkin HC Parking Civil Sheets reduced



Clark B. McDonald – President
 Billy Minish – Executive Vice President
 Haley Hampton - Secretary/Treasurer

1955 Highway 129 South
 P.O. Box 960
 Cleveland, GA 30528
 (706) 865-3155 Phone
 (706) 865-7032 Fax

May 28, 2021

VIA EMAIL

Ashley Peck
 Lumpkin County Government
 99 Courthouse Hill
 Dahlonega, GA 30533

RE: Lumpkin County Planning and Development Offices
 CBCC Job #: 2010

Gentlemen:

Please refer to the below pricing for ADA compliance sidewalks, walkways, handrails and parking at the new Lumpkin County Planning and Development Offices.

Steel Handrails, Plates and Rebar	\$18,500
Concrete Paving, Concrete Sidewalks and C&G	\$29,832
Demolition, Grading, Sitework	\$19,500
Painting, Pavement Markings, Signage	\$2,000

Total Cost **\$69,832**

Please review and advise how we are to proceed.

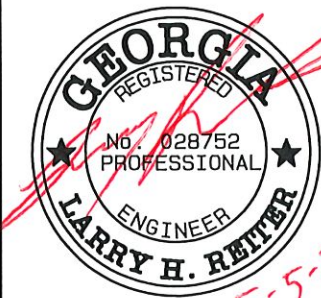
Sincerely,

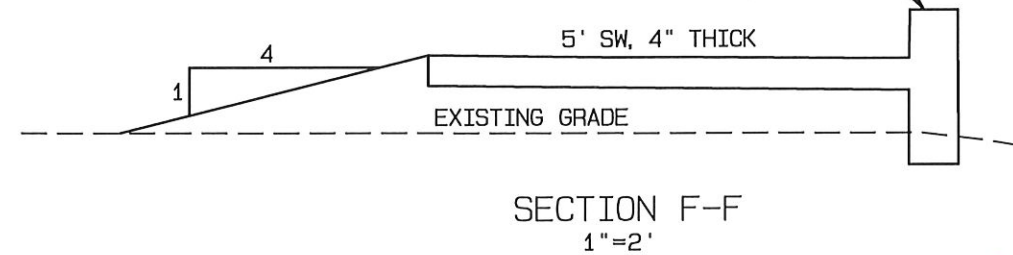
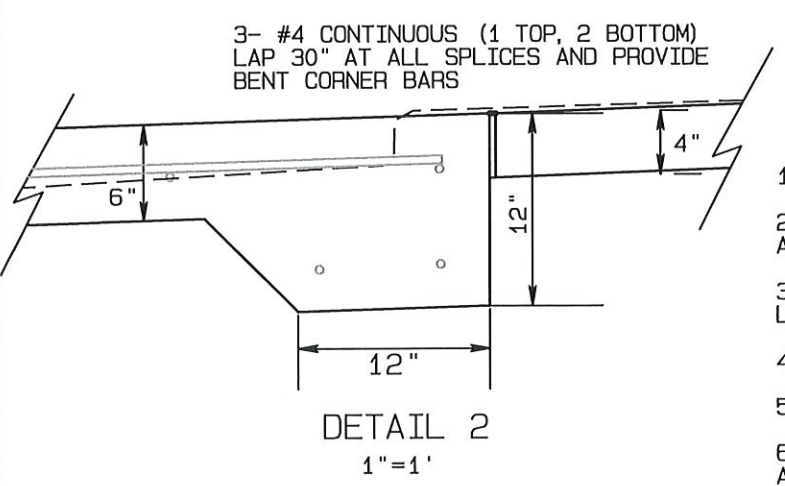
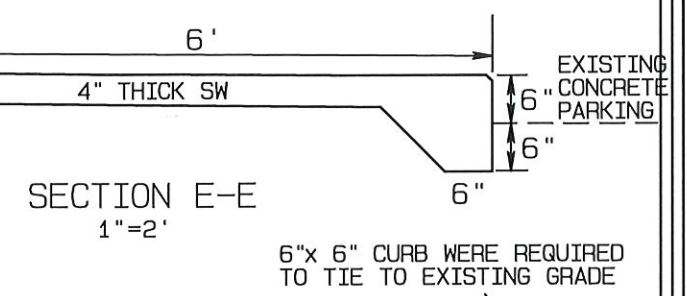
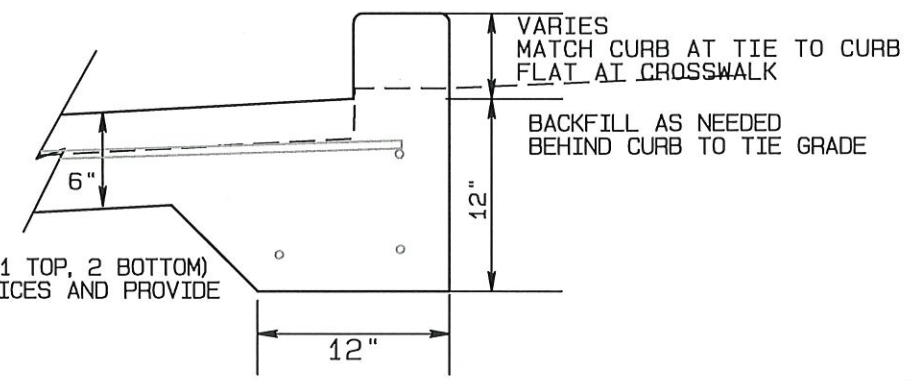
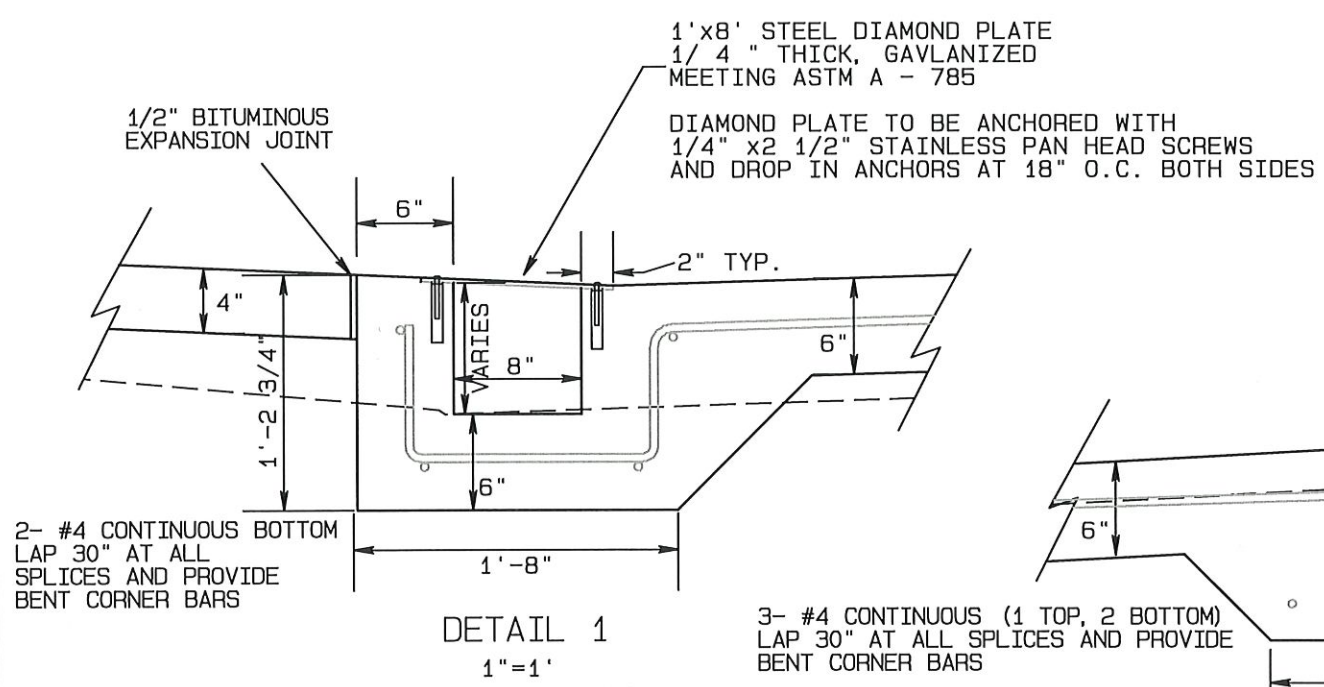
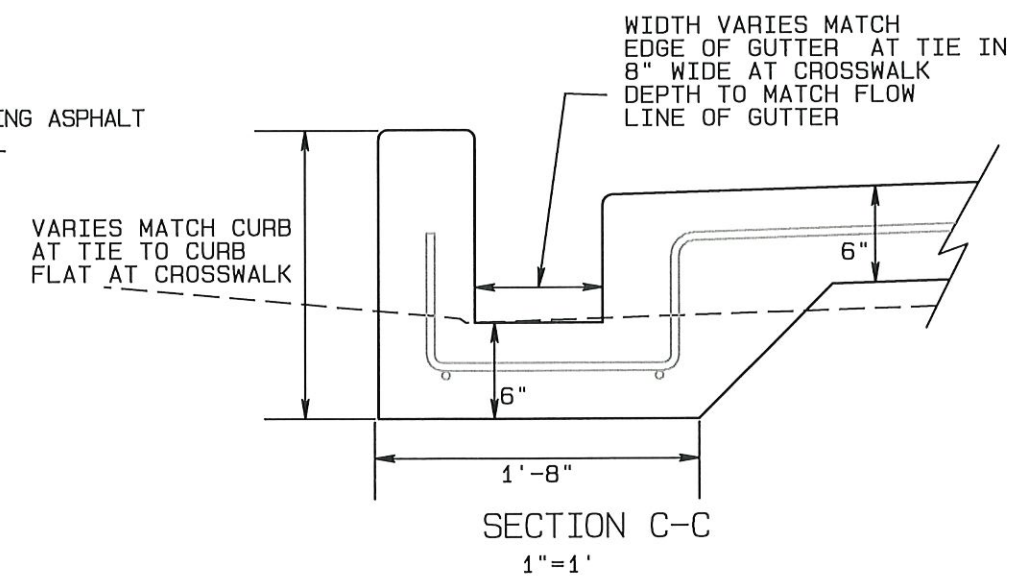
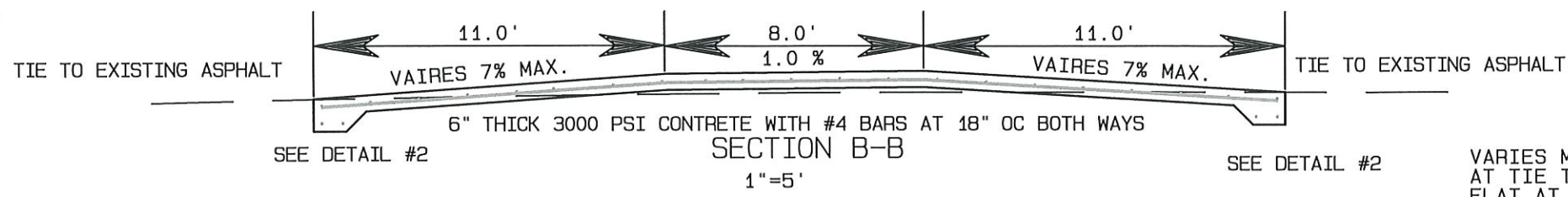
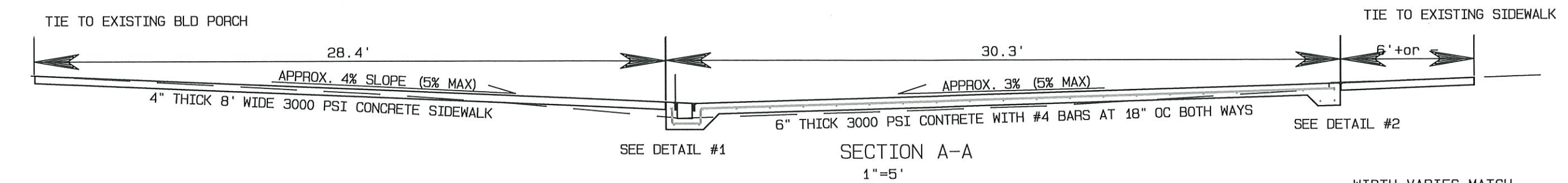
CJ McDonald
 Project Manager

Attachment: ADA Pricing (2021-041 : Amend Kelley Building GMP)



**Lumpkin County
Engineering**
1642 RED OAK FLATS RD
DAHLONEGA, GEORGIA 30533
PHONE: (706) 864-3122

Packet Pg. 130



1. SIDEWALK TO BE 4" THICK CONCRETE
2. EXPANSION JOINTS SHALL BE LOCATED WHERE SIDEWALK ABUTS EXISTING CONCRETE AND CROSSWALK.
3. ONE-HALF INCH BITUMINOUS JOINT FILLER SHALL BE INSTALLED AT EXPANSION JOINT LOCATIONS AND SHALL EXTEND THE FULL DEPTH OF THE CONCRETE.
4. 1" DEEP CONTRACTION JOINTS SHALL BE PLACED AT INTERVALS OF APPROXIMATELY 18'.
5. SCORED JOINTS SHALL BE 1/4" DEEP AND SPACED AT 6'.
6. CONCRETE SHALL BE FINISHED BY MEANS OF A FLOAT, STEEL TROWELLED AND BROOMED WITH A FINE BRUSH IN A TRANSVERSE DIRECTION.
7. CONCRETE SHALL HAVE A MINIMUM STRENGTH OF 3,000 PSI.

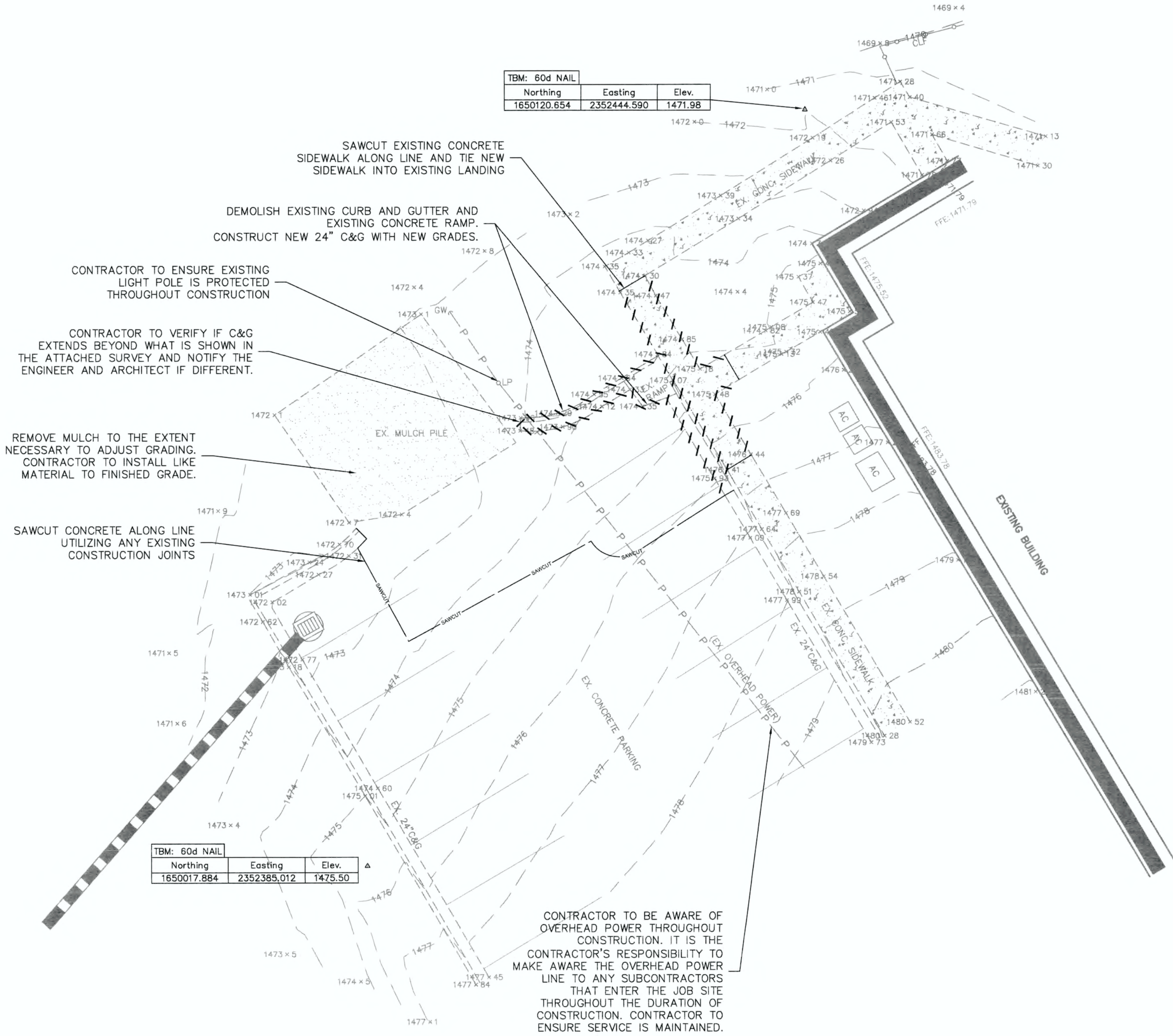
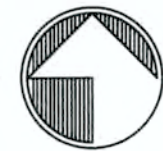


Lumpkin County Engineering 1642 RED OAK FLATS RD DAHLONEGA, GEORGIA 30533 PHONE: (706) 864-3122		DATE: 4-23-21		REVISIONS: DESCRIPTION REVISE SIDEWALK BEHIND BUILDING		CROSSWALK DETAILS FOR LUMPKIN COUNTY- DEVELOPMENT SERVICES BLD. SIDEWALK AND PARKING LUMPKIN COUNTY, GEORGIA		DATE: JAN. 21, 2021 DRAWN BY: LR FILE NAME: DS BLD CIVIC SCALE: NOTED SHEET: C-003	
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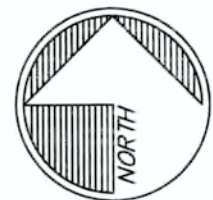
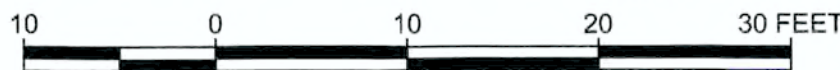
VICINITY MAP

SCALE: NONE



DEMOLITION PLAN

SCALE: 1" = 10'



DEMOLITION NOTES

- CONTRACTOR SHALL OBTAIN ALL PERMITS BEFORE DEMOLITION AND CONSTRUCTION BEGINS. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH CITY OF DAHLONEGA REGULATIONS, O.S.H.A. STANDARDS, AND GOVERNING EPA REGULATIONS.
- CONTRACTOR TO COMPLY WITH LOCAL AND COUNTY REGULATIONS REGARDING HAULING, DISPOSAL, AND THE BURNING OR BURYING OF DEBRIS ON-SITE.
- DEMOLITION MATERIALS NOT SUITABLE FOR FILL MATERIAL SHALL BE DISPOSED OF OFF-SITE. ALL DEBRIS SHALL BE HAULED OFF-SITE TO A DISPOSAL AREA APPROVED BY CITY OF DAHLONEGA AND STATE OF GEORGIA FOR THE HANDLING OF DEMOLITION DEBRIS.
- CONTRACTOR SHALL NOTIFY OWNER 48 HOURS PRIOR TO COMMENCEMENT OF DEMOLITION ACTIVITIES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING PRE-DEMOLITION PHOTOGRAPHS AND/OR VIDEOTAPE SHOWING EXISTING CONDITIONS OF ADJOINING CONSTRUCTION AND SITE IMPROVEMENTS PRIOR TO ANY DEMOLITION WORK.
- ANY ITEM THAT MAY BE ENCOUNTERED DURING BUILDING DEMOLITION THAT MAY BE OF INTEREST OR VALUE TO THE OWNER SHALL REMAIN THE OWNER'S PROPERTY. COORDINATE PROCEDURE FOR REMOVAL AND SALVAGE WITH OWNER.
- CONTRACTOR SHALL IMMEDIATELY NOTIFY OWNER IN THE EVENT THAT UNANTICIPATED HAZARDOUS MATERIALS ARE ENCOUNTERED. CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS AND REGULATIONS REGARDING THE HANDLING AND DISPOSAL OF HAZARDOUS MATERIALS.
- THE LOCATIONS OF EXISTING UTILITIES SHOWN ARE BASED ON A SURVEY AS INDICATED IN THE GENERAL NOTES ON THE SITE PLAN. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES BETWEEN THESE PLANS AND FIELD CONDITIONS.
- CONTRACTOR SHALL CONTACT ALL UTILITIES COMPANIES (WATER, SEWER, POWER, TELEPHONE, NATURAL GAS, CABLE, ETC) FOR PROPER DISCONNECT OF UTILITIES TO BUILDING TO BE REMOVED, AS WELL AS VERIFICATION OF UTILITIES TO BE RELOCATED DUE TO CONSTRUCTION. CONTRACTOR TO CALL GEORGIA ONE-CALL CENTER @ 811 AT LEAST 72-HOURS PRIOR TO CONSTRUCTION TO HAVE UTILITIES LOCATED.
- CONTRACTOR RESPONSIBLE FOR LOCATING, IDENTIFYING, DISCONNECTING, AND SEALING OR CAPPING UTILITIES SERVING BUILDINGS AND STRUCTURES TO BE DEMOLISHED.
- THE PURPOSE OF THIS PLAN IS FOR DEMOLITION ONLY. UTILITIES SHALL NOT BE REMOVED, ABANDONED OR RELOCATED UNTIL ALTERNATE PROVISIONS ARE MADE TO MAINTAIN SERVICE TO OTHER BUILDINGS/FACILITIES AS APPROVED BY THE OWNER.
- CONTRACTOR SHALL PROTECT ALL ADJACENT LANDS FROM DAMAGE DURING DEMOLITION WORK. ANY OFF-SITE AREAS DISTURBED SHALL BE RETURNED TO A CONDITION EQUAL TO OR BETTER THAN THE EXISTING CONDITION.
- ALL STRUCTURES AND UTILITIES NOT LABELED FOR DEMOLITION SHALL BE PROTECTED FROM DAMAGE DURING ALL PHASES OF CONSTRUCTION. ANY DAMAGE TO THESE STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR TO A CONDITION EQUAL TO OR BETTER THAN THE EXISTING CONDITION AT NO ADDITIONAL COST TO THE OWNER.
- ALL STRUCTURES NOT LABELED FOR DEMOLITION SHALL HAVE THEIR UTILITY SERVICES MAINTAINED AT ALL TIMES. TEMPORARY SERVICE INTERRUPTIONS SHALL BE APPROVED AND SCHEDULED WITH THE OWNERS A MINIMUM OF 48 HOURS PRIOR TO INTERRUPTING THE SERVICE.
- NECESSARY BARRICADES, SUFFICIENT LIGHTS, SIGNS AND OTHER TRAFFIC CONTROL METHODS MAY BE NECESSARY FOR THE PROTECTION AND SAFETY OF THE PUBLIC SHALL BE PROVIDED AND MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
- SILT FENCES AND INLET SEDIMENT TRAPS SHALL BE IN PLACE PRIOR TO DEMOLITION OPERATIONS. CONTRACTOR IS TO ADHERE TO THE STATE OF GEORGIA EROSION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL DURING DEMOLITION OPERATION. SEE SHEET C-3 FOR DETAILS.
- DEMOLITION SHALL, UNLESS OTHERWISE NOTED ON DRAWINGS, INCLUDE REMOVAL OF EXISTING OBJECTS OR IMPROVEMENTS, WHETHER INDICATED ON DRAWINGS OR NOT, THAT WOULD IN ANY WAY PREVENT OR INTERFERE WITH PROGRESS OR COMPLETION OF PROPOSED WORK AND ALL REMOVALS AND RELOCATIONS SHALL BE AT CONTRACTOR'S EXPENSE.
- ANY QUESTIONS CONCERNING THE LIMITS OF DEMOLITION OF ANY STRUCTURE, WALKWAY, ASPHALT PAVING, VEGETATION, SIGNS, POWER AND/OR LIGHT POLES, ETC., SHOULD BE CLEARED THROUGH THE ARCHITECT AND/OR OWNER BEFORE PROCEEDING.

DEMOLITION SYMBOLS LEGEND

	HATCHING REPRESENTS STRUCTURE OR ROAD TO BE REMOVED
	EX. TELEPHONE (TO REMAIN)
	EX. TELEPHONE (TO BE REMOVED)
	EX. SAN SEWER (TO REMAIN)
	EX. SAN SEWER (TO BE REMOVED)
	EX. POWER (TO REMAIN)
	EX. POWER (TO BE REMOVED)
	EX. WATER (TO REMAIN)
	EX. WATER (TO BE REMOVED)
	EX. GAS (TO REMAIN)
	EX. GAS (TO BE REMOVED)
	EX. STORM (TO REMAIN)
	EX. STORM (TO BE REMOVED)
	EX. FENCE (TO REMAIN)
	EX. FENCE (TO BE REMOVED)



ROBERTSON LOIA ROOF ARCHITECTS & ENGINEERS

3460 Preston Ridge Road, Suite 275, Alpharetta, GA 30005
770.674.2000 / www.rlrfpc.com
GA COA #FE000562 EXPIRES 06/30/2022



LUMPKIN COUNTY PLANNING & DEV. SERVICES OFFICE RENOVATION

342 Courthouse Hill, Dahlonega, Georgia

FOR Lumpkin County

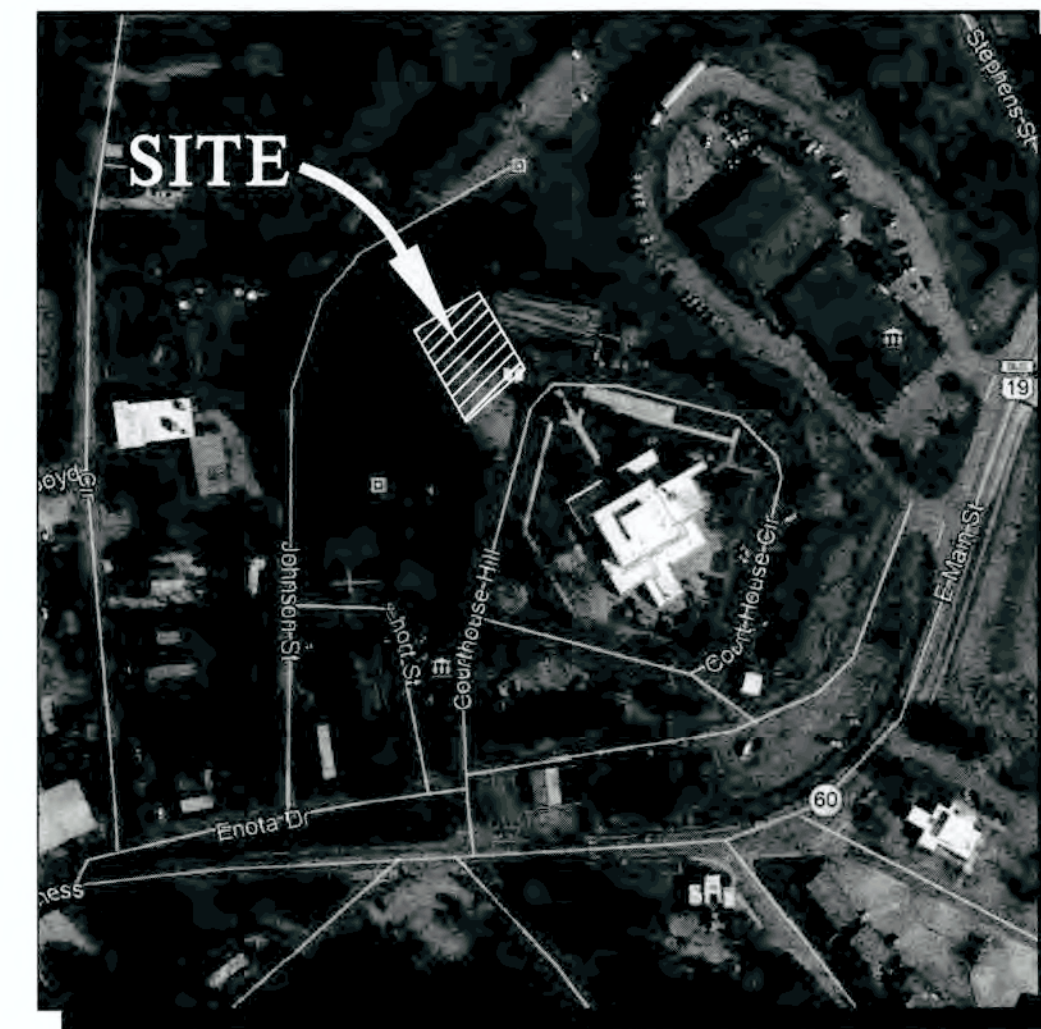
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DEMOLITION PLAN

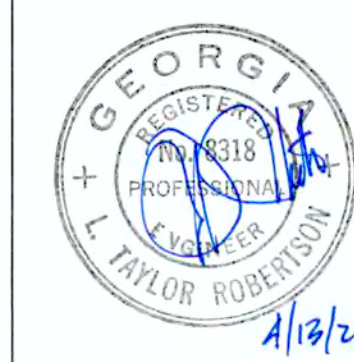
DATE 04/13/2020

PROJECT NUMBER 20207

SHEET NUMBER C-0



ROBERTSON LOIA ROOF
ARCHITECTS & ENGINEERS
3460 Preston Ridge Road, Suite 275, Alpharetta, GA. 30005
770.674.2600 / www.rlrpc.com
CA CCA # 26006602 ENGINEERS: 0629020922



1. ALL WORK AND MATERIALS SHALL COMPLY WITH THE CITY OF DAHLGONA, STATE OF GEORGIA REGULATIONS AND ORDINANCES, AS WELL AS ALL O.S.H.A. STANDARDS.
2. SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM A SURVEY BY LONDON LAND SURVEYING & APPROPRIATES, INC. ADDRESS 167 EAST JARRARD STREET, CLEVELAND, GEORGIA 30528, DATED MARCH 2, 2021.
3. ACCORDING TO THE SURVEY PREPARED BY LONDON SURVEYING & ASSOCIATES, INC. DATED MARCH 25, 2021, THE SURVEYORS CERTIFICATE EXTENDS ONLY TO THE TOPOGRAPHIC AND/OR GEOSPATIAL ASPECTS SHOWN THEREON, AND THE TOPOGRAPHIC SURVEY DOES NOT CONSTITUTE A BOUNDARY SURVEY AND IS NOT TO BE RECORDED OR USED TO CONVEY TITLE OR INTEREST IN THE PROPERTY.
4. BUILDING DIMENSIONS SHOWN ON THIS PLAN ARE "LEASE" DIMENSIONS. FOR ACTUAL DIMENSIONS, SEE ARCHITECTURAL PLANS. DIMENSIONS TO CONC. CURB & CUTLER ARE TO FACE OF CURB.
5. SITE WORK CONTRACTOR IS RESPONSIBLE FOR ROAD TO WITHIN 5'-0" OF THE BUILDING.
6. EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED, OR RELOCATED AS INDICATED ON THE PLANS AND IN THE SPECIFICATIONS.
7. CONTRACTOR IS TO NOTIFY CITY INSPECTORS 72 HOURS PRIOR TO THE START OF CONSTRUCTION.
8. CONTRACTOR SHALL OBTAIN ALL PERMITS BEFORE CONSTRUCTION BEGINS.
9. ALL SIGNAGE SHALL COMPLY WITH THE CITY OF DAHLGONA ZONING ORDINANCE. A SEPARATE SIGN PERMIT IS REQUIRED.
10. CONSTRUCTION TRAILER USED ON-SITE SHALL BE PERMITTED THROUGH THE CITY OF DAHLGONA PLANNING AND ZONING DEPARTMENT.
11. CONSTRUCTION EQUIPMENT SHALL NOT BE PARKED IN REQUIRED RIGHT-OF-WAY, AND MUST BE STORED WITHIN THE CONSTRUCTION EQUIPMENT SHED. SHALL NOT BE PARKED IN AREAS WHICH RESTRICT SIGHT DISTANCE.
12. THE EXACT LOCATION OF HANDICAP RAMPS SHALL BE CORRELATED WITH THE ARCHITECTURAL DRAWINGS AND SHALL BE PROVIDED AT THE INTERSECTIONS OF EACH APPLICABLE SIDEWALK, ACCESSIBLE ROUTE, AND ENTRANCE DRIVES.
13. ALL SIDEWALKS ARE TO BE INSTALLED PER ADA STANDARDS. SIDEWALKS TO HAVE MAX SLOPE OF 5% AND MAX CROSS SLOPE OF 2% UNLESS INDICATED ON THE PLANS WHERE ADDITIONAL ADA MEASURES ARE INCLUDED.
14. CONTRACTOR SHALL NOTIFY ENGINEER SHOULD ANY FIELD CONDITIONS BE NOTED THAT DIFFER FROM THE SURVEY.
15. SITE CONTRACTOR SHALL FURNISH "AS-BUILT" DRAWINGS INDICATING ALL CHANGES AND DEVIATIONS.
16. PROJECT LOCATION: 324 COURTHOUSE HILL, IN THE CITY OF DAHLGONA, LUMPKIN COUNTY, STATE OF GEORGIA.
17. ENGINEER: ROBERTSON, OLAWOFOR C. 3460 PRESTON RIDGE ROAD, SUITE 275 ALPHARETTA, GA 30005, PHONE (770) 674-2600, CONTACT: MATTHEW DUGAN.
18. SEE ARCHITECTURAL DRAWINGS FOR BUILDING ADDITION LOCATIONS.



CONCRETE PAVEMENT
 6" 4,000 PSI PORTLAND CEMENT CONCRETE
 W/ 6" x 6" W2.9W/2.9 WELDED WIRE FABRIC
 6" GRADED AGGREGATE BASE

CONCRETE SIDEWALKS
 4" 3,000 PSI PORTLAND CEMENT CONCRETE
 W/ 6" x 6" W1.4W/1.4 WELDED WIRE FABRIC
 PER DETAIL CSP-CSW ON C-6.1

NOTES:

1. AGGREGATE BASE PER GDOT 815 OR EQUIVALENT COMPACTED TO MAXIMUM DRY DENSITY PER MODIFIED PROCTOR ASTM D1557.
2. HOT MIX ASPHALTIC COURSES PER GDOT 828 OR EQUIVALENT.
3. PORTLAND CEMENT CONCRETE PER ACI 330R.
4. GEOTECHNICAL REPORT &/OR JURISDICTIONAL REQUIREMENTS MAY SUPERSEDE REQUIREMENTS LISTED ABOVE.



Contact 811 before you dig.

SHEET TITLE
SITE PLAN

SHEET NUMBER

C-1

1. ALL AREAS TO RECEIVE PAVEMENT, STRUCTURES OR FILL MATERIAL SHALL BE STRIPPED OF ORGANIC MATERIAL, TOPSOIL, AND DEBRIS PRIOR TO CONSTRUCTION.
2. ONCE STRIPPING HAS BEEN COMPLETED, ALL AREAS TO RECEIVE FILL SHOULD BE PROOF-ROLLED IN THE PRESENCE OF A REPRESENTATIVE OF THE SOILS ENGINEER. SOFT AREAS ENCOUNTERED DURING PROOF-ROLLING SHALL BE STABILIZED BY COMPACTION OR UNDERCUT.
3. ALL FILL AREAS SHALL BE FREE OF ORGANIC OR OTHERWISE UNSUITABLE MATERIALS AND COMPACTED TO 95% OF MAXIMUM DRY DENSITY PER STANDARD PROCTOR ASTM D688 UNLESS OTHERWISE SPECIFIED BY THE ENGINEER (IF REQUIRED). THE TOP TWO (2) FEET OF FILL UNDER STRUCTURES AND PAVEMENT SHALL BE COMPACTED TO 98% OF MAXIMUM DRY DENSITY PER STANDARD PROCTOR ASTM D688 UNLESS OTHERWISE SPECIFIED BY THE GEOTECHNICAL REPORT (IF PROVIDED).
4. EARTHMOVING OPERATIONS SHALL BE PERFORMED IN ACCORDANCE TO THE GEOTECHNICAL REPORT.
5. EROSION CONTROL MEASURES SHALL BE INSTALLED IMMEDIATELY.
6. ALL SITE PREPARATION SHOULD BE MONITORED BY A REPRESENTATIVE OF THE GEOTECHNICAL ENGINEER. INSPECTIONS AND TESTING FOR ALL UNDERCUT AND FILL OPERATIONS AS WELL AS THE UTILIZATION OF ACCEPTABLE OFF-SITE BORROW MATERIALS SHOULD BE PERFORMED. THE OWNER, AT HIS OPTION, MAY HAVE DENSITY TESTS PERFORMED TO VERIFY THAT SPECIFIC COMPACTION IS OBTAINED.
7. CUT OR CUT AND FILL SLOPE SHOULD NOT BE STEEPER THAN 2H:1V. ALL PROPOSED SLOPES SHOULD BE OVERBURIED AND CUT BACK TO THE PROPOSED GRADES, EXPOSING THE FIRM COMPACTED INNER CORE OF THE SLOPE. SLOPES SHOULD BE PROTECTED BY A REPRESENTATIVE OF THE GEOTECHNICAL ENGINEER. VERTICAL CUTS EXCEED 5 FEET SHOULD BE BRACED AS REQUIRED BY OSHA REGULATIONS FOR SAFETY.
8. SPOT ELEVATIONS SHALL TAKE PRECEDENCE OVER CONTOURS AND SLOPES SHOWN. THE CONTRACTOR SHALL SHOW THE ENGINEER THE SPOT ELEVATIONS AND CONTOURS TO BE USED TO BE CONSISTENT WITH THE CONTOURS AND SLOPES. SPOT ELEVATIONS SHOWN ALONG CURBS & GUTTER DESIGNATE THE PROPOSED GRADE AT THE LIP OF THE GUTTER UNLESS OTHERWISE NOTED.
9. THE CONTRACTOR SHALL INSTALL APPROPRIATE EROSION CONTROL MEASURES PRIOR TO ANY LAND DISTURBANCE ACTIVITIES.
10. THE CONTRACTOR SHALL ADJUST ALL MANHOLE COVERS, VALVE COVERS, CLEAN OUTS, VAULTS, BOXES, AND GRATES, EXISTING AND PROPOSED, TO "AS-CONSTRUCTED" FINISHED GRADE.
11. IF GRADE ADJUSTMENTS ARE REQUIRED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER TO INVESTIGATE SUCH ADJUSTMENTS.
12. IF A CONFLICT EXISTS BETWEEN PLANS OR/AND SPECIFICATIONS OR/AND SOIL REPORT, THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY FOR CLARIFICATION.
13. PRIOR TO INSTALLATION OF STORM OR SANITARY SEWER, THE CONTRACTOR SHALL VERIFY THE EXISTING DRAINAGE STRUCTURES AND INFORM THE OWNER AND THE ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
14. EXISTING DRAINAGE STRUCTURES TO BE INSPECTED AND REPAIRED AS NEEDED AND EXISTING PIPES ARE TO BE CLEANED OUT TO REMOVE ALL SILT AND DEBRIS AFTER CONSTRUCTION.
15. ALL "PROPOSED DRAINAGE STRUCTURES ARE TO BE INSTALLED PER LUMPKIN COUNTY STANDARDS AND SPECIFICATIONS AS REQUIRED.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING A MARKED-UP SET OF DESIGN DRAWINGS SHOWING "AS-BUILT" CONDITIONS. THESE "RECORD DRAWINGS" SHALL BE MADE AVAILABLE TO THE LUMPKIN COUNTY ENGINEER/INSPECTOR UPON REQUEST. THE MARK-UPS SHALL BE KEPT ON-SITE AT ALL TIMES AND SHALL BE UTILIZED TO DEVELOP FINAL RECORD DRAWINGS.
17. THE CONTRACTOR SHALL PROVIDE TO THE OWNER AND ENGINEER OF RECORD, A SURVEYED "AS-BUILT" DRAWING OF EACH DETENTION FACILITY SHOWING POND TOPOGRAPHY (2' CONTOURS AND SLOPES) AND INVERT ELEVATIONS. THE CONTRACTOR SHALL PROVIDE THE "AS-BUILT" DRAWINGS. ADDITIONALLY, THE CONTRACTOR SHALL INCLUDE IN THE AS-BUILT DRAWINGS ALL NECESSARY IMPROVEMENTS, NOTES & CERTIFICATIONS REQUIRED BY THE PERMITTING AUTHORITY.
18. INTERVIEWS AREA INCREASE: 0.00 AC

1. CONTRACTOR IS TO ADHERE TO THE LUMPKIN COUNTY EROSION AND SEDIMENT CONTROL REGULATIONS, AND TO THE SPECIFIC REQUIREMENTS FOR THE STATE OF GEORGIA.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS PRIOR TO ANY LAND DISTURBING ACTIVITY, AND SHALL KEEP COPIES OF SUCH PERMITS ON SITE AT ALL TIMES IN THE CONSTRUCTION TRAILER. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH NPDES PERMIT REQUIREMENTS.
3. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH OWNER TO ENSURE IMPLEMENTATION OF ANY MONITORING PROGRAM IN ACCORDANCE WITH STATE SPECIFIC REQUIREMENTS.
4. THE CONTRACTOR IS RESPONSIBLE DURING CONSTRUCTION FOR THE CONTINUOUS MAINTENANCE OF ALL EROSION CONTROL MEASURES AS CALLED FOR ON THE APPROVED PLANS AND SPECIFICATIONS.
5. CONTRACTOR SHALL CERTIFY THAT ALL FILL AREAS HAVE BEEN COMPACTED TO A MINIMUM 95% COMPACTION.
6. CONTRACTOR SHALL PROVIDE NECESSARY MEANS TO PREVENT AIRBORNE EROSION INCLUDING MIST SPRAY-ON ADHESIVES, OR SURFACE IRRIGATION.
7. CONTRACTOR SHALL REMOVE TEMPORARY BMPs AT THE END OF THE PROJECT AFTER THE SITE IS FULLY STABILIZED AND A NOTICE OF TERMINATION HAS BEEN FILED.
8. CONTRACTOR SHALL SELECT TEMPORARY STOCKPILE LOCATION FOR FILL DIRT TO BE HELD TEMPORARILY IF NECESSARY AND TO ENSURE PROPER EROSION CONTROL FOR STOCKPILE.
9. EROSION CONTROL PRACTICES SUCH AS SILT FENCE AND INLET PROTECTION SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION ONSITE.
10. SILT FENCE SHALL BE LOCATED ONSITE TO PREVENT SEDIMENT AND EROSION FROM LEAVING THE PROPERTY LIMITS. ALL SILT FENCE SHALL BE MAINTAINED CONTINUOUSLY BY THE CONTRACTOR DURING CONSTRUCTION.
11. SILT FENCE SHALL BE CLEANED OR REPLACED WHEN SILT BUILDS UP TO WITHIN ONE FOOT OF TOP OF SILT FENCE.
12. MAXIMUM EMBANKMENT OF SLOPES SHALL AS BE FOLLOWS:
a. CUT AREAS - 2:1 FILL AREAS
(UNLESS SPECIFICALLY APPROVED BY SOILS ENGINEER)
13. ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE MAINTAINED UNTIL FINAL STABILIZATION AND A NOTICE OF TERMINATION HAS BEEN FILED.
14. STABILIZATION MEASURES SHALL BE IMPLEMENTED AS SOON AS IS PRACTICAL. IN PORTIONS OF THE SITE WHERE EROSION CONTROL MEASURES TEMPORARILY OR PERMANENTLY CEASED, SILT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS CEASED, THE CONTRACTOR SHALL MAINTAIN EROSION CONTROL MEASURES UNTIL THAT PORTION OF THE SITE WILL RESUME WITHIN TWENTY-ONE DAYS.

CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
Tp	TOPSOILING			THE PRACTICE OF STRIPPING OFF THE MOIST FERTILE TOP SOIL, STORING IT IN A PILE OR COVERED AREA, AND THEN RESEEDING THE AREA AFTER THE COMPLETION OF CONSTRUCTION ACTIVITIES.
Sd1	SEDIMENT BARRIER			A BARRIER TO PREVENT SEDIMENT FROM LEAVING THE CONSTRUCTION SITE. IT MAY BE BARRICADES MADE OF STRAW OR HAY BALES AND LOGS, OR LOGS AND BRUSHES. IT IS USUALLY TEMPORARY AND NON-EROSIVE.
Sd2	INLET SEDIMENT TRAP			AN IMPROVED AREA CREATED BY LEAVING THE AREAS AROUND A SEDIMENT INLET. THE CATCHMENT AREA WILL BE FILLED AND STABILIZED ON COMPLETION OF CONSTRUCTION ACTIVITIES.

CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
Ds1	ESTABLISHED AREA STABILIZATION DUST DEVELOPING			ESTABLISH TEMPORARY PROTECTION FOR DISTURBED AREAS AFTER SITEWORK HAS NOT YET TAKEN A SUSTAINING OR REPAIRING ACTION TO PREVENT AN EROSION OR REMEDIATION WORK
Ds2	DISTURBED AREA STABILIZATION DUST TEMPORARY SECONDING			ESTABLISH TEMPORARY VEGETATIVE COVER WITH FAST GROWING PLANTS ON DISTURBED AREAS
Ds3	DISTURBED AREA STABILIZATION PERMANENT VEGETATION			ESTABLISH PERMANENT VEGETATIVE COVER SUCH AS TREES, SHRUBS, VINCE GRASSES, BUSH OR LEGUMES ON DISTURBED AREAS
Du	DUST CONTROL ON DISTURBED AREAS			CONTROLLING SURFACE AND AIR MOVEMENT OF DUST ON CONSTRUCTION SITES/ROADWAYS AND SIMILAR SITES

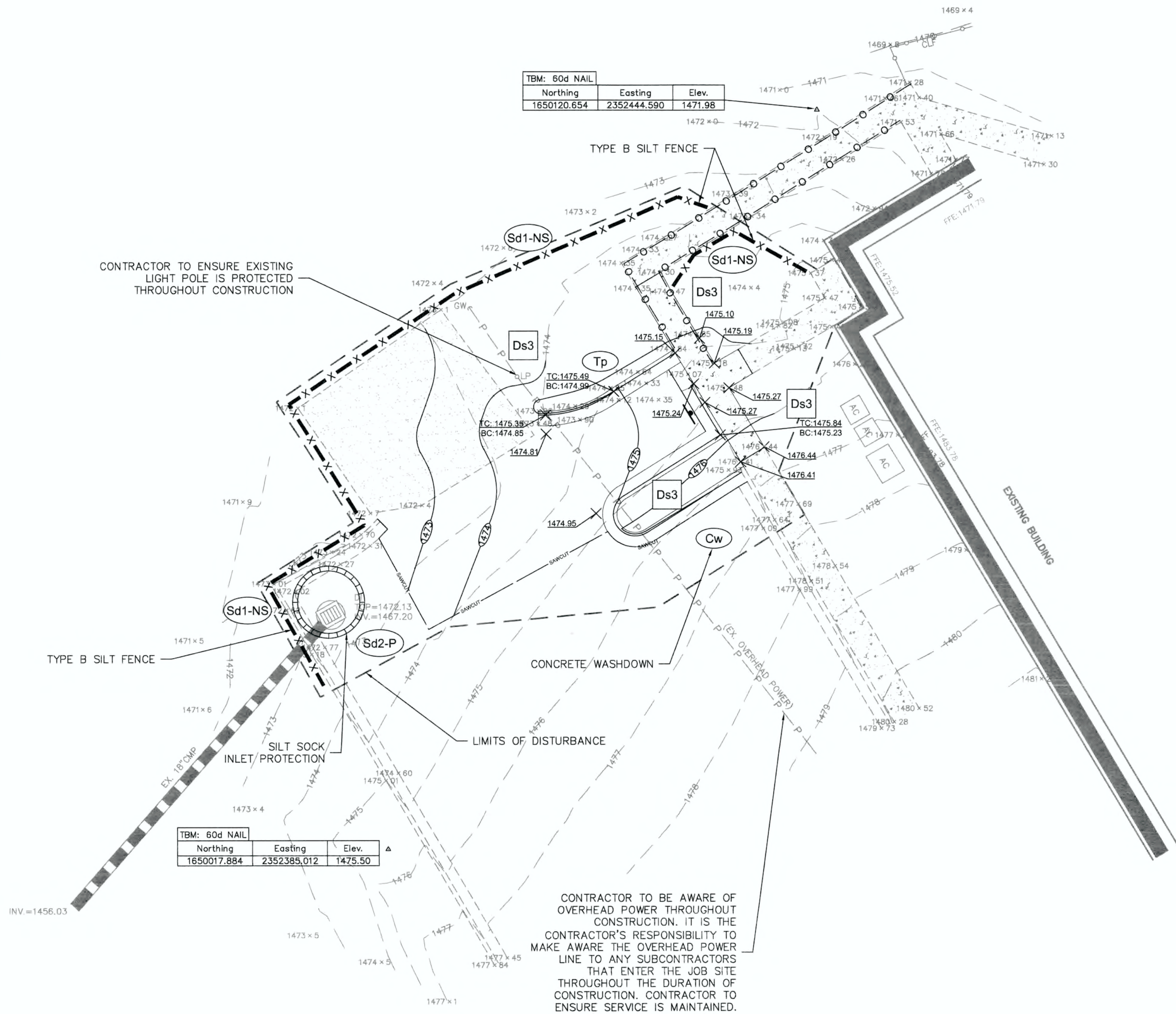
SOIL DESCRIPTIONS OBTAINED FROM A SOIL SURVEY OF
LUMPKIN COUNTY, GEORGIA

MAP SYMBOL - DESCRIPTION - SLOPES

TdG - TALLAPOOSA SOILS - 25 TO 70%

Contact 811 before you dig

SCALE: 1" = 10'

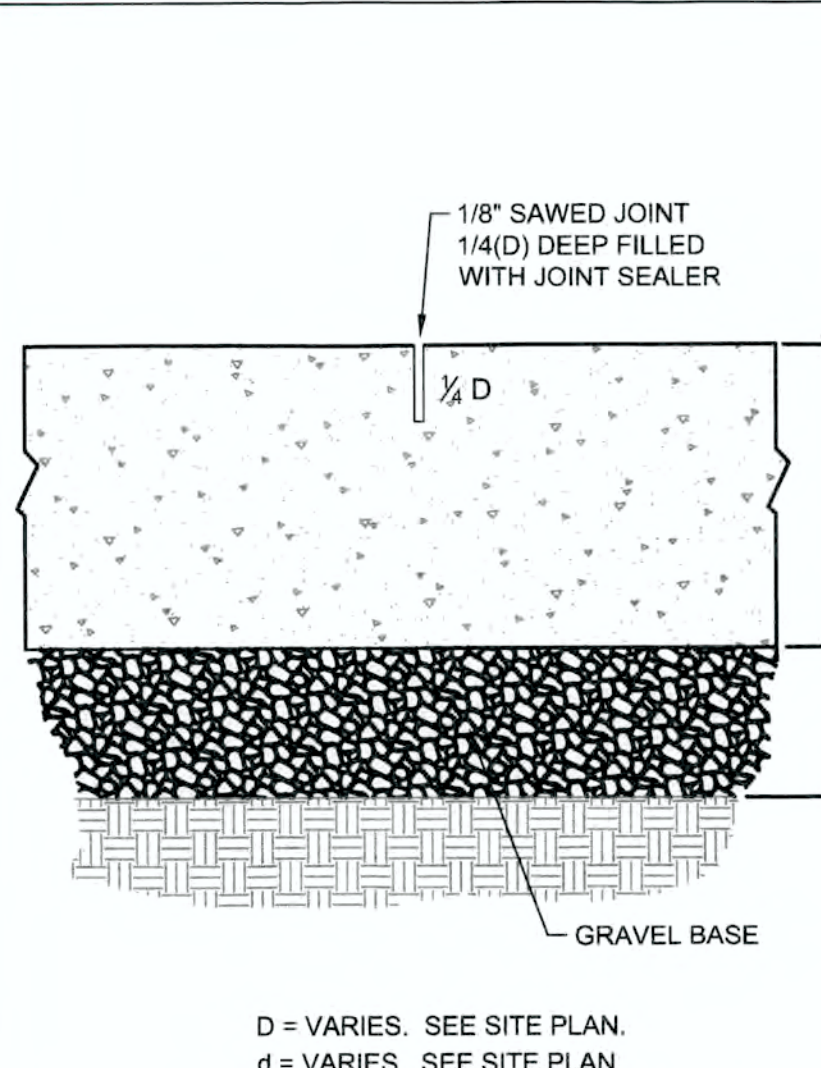
A horizontal graphic scale bar with alternating black and white segments. Above the bar, the numbers 10, 0, 10, 20, and 30 are marked, followed by the word FEET. The bar is divided into segments of 10 feet each, with the first segment (0 to 10) being black, the second (10 to 20) being white, and the third (20 to 30) being black.

EXISTING CONTOURS
 PROPOSED CONTOURS
 EXISTING SPOT ELEVATION
 PROPOSED SPOT ELEVATION
 EXISTING STORM SEWER
 PROPOSED STORM SEWER
 PROPOSED RETAINING WALL

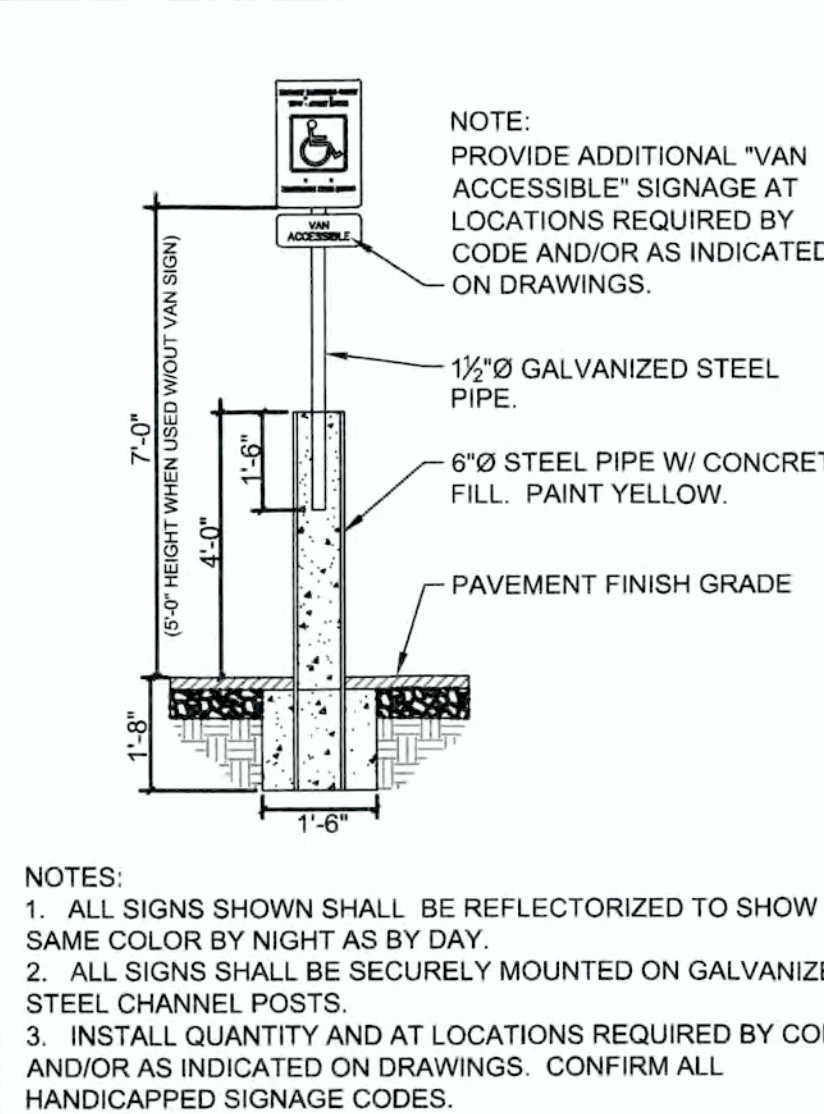
JUNCTION BOX, JB (10114)
 CURB INLET, DI (10114 TPED)
 DOUBLE CURB INLET, DCI
 DROP INLET, DI (10154 TPEA)
 DOUBLE DROP INLET, DDI
 TRIPLE DROP INLET, TDI
 YARD INLET, YI
 CATCH BASIN, CCB

DOUBLE WING CATCH BASIN, DCB (1034D)
 SINGLE WING CATCH BASIN, SWCB (1035D)
 DOUBLE WING CATCH BASIN, DWCB (1036D)
 CLEAN OUT, CO
 HEADWALL, HW (1001-B)
 FLARED END SECTION, FES (1102)
 SAFETY END SECTION, SES (1122)

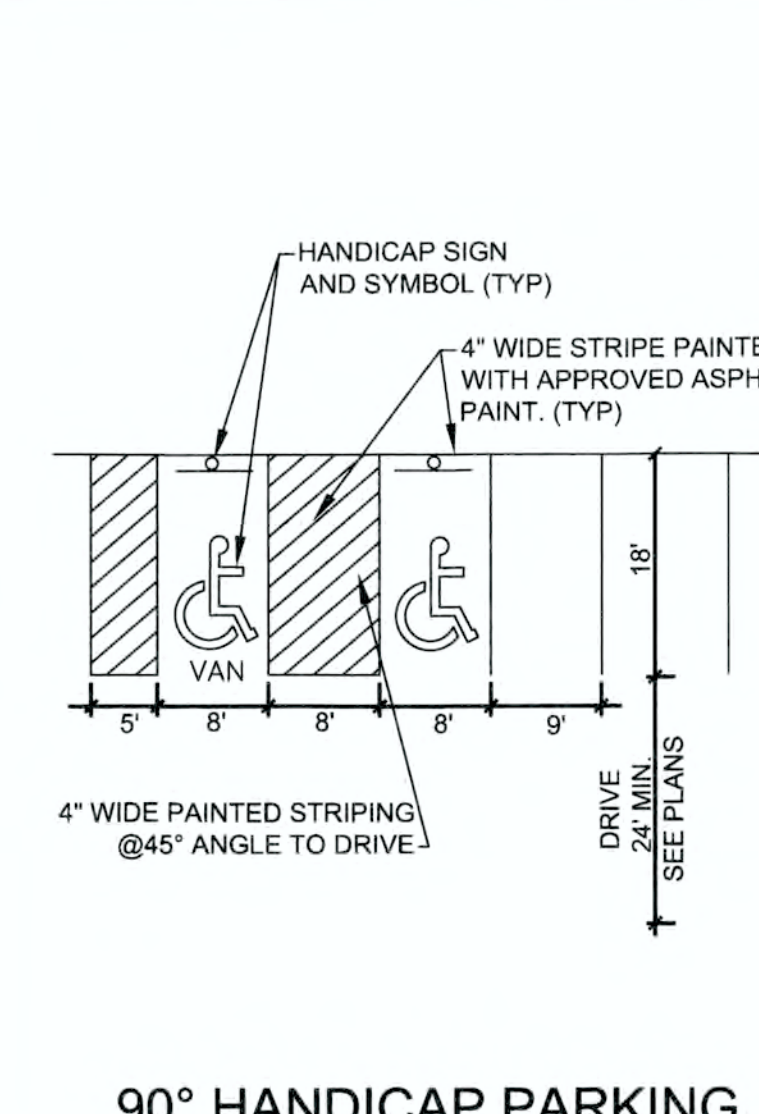
PRIOR TO CONSTRUCTION, CONTRACTOR SHALL CONTACT NECESSARY UTILITY PROVIDER(S), OWNER(S) & THE DESIGN ENGINEER TO SETUP AN ON-SITE MEETING TO COORDINATE ANY UTILITY RELOCATION.



SCORE JOINT DETAIL



HANDICAP POST SIGN (GEORGIA)



90° HANDICAP PARKING

SEEDING PREPARATION

SEEDS FROM ANY SOURCE WILL NOT BE RECYCLED WHEN HYDRAULIC SEEDING AND FERTILIZING EQUIPMENT IS TO BE USED (BUT IT IS STRONGLY RECOMMENDED FOR ALL OTHER TYPES OF SEEDING PROCESS, WHEN POSSIBLE), WHEN CONVENTIONAL SEEDING IS TO BE USED. SEEDBED PREPARATION WILL BE DONE AS FOLLOWS:

BROADCAST PLANTINGS

1. **TILLAGE AT A MINIMUM SHALL ADEQUATELY LOOSEN THE SOIL TO A DEPTH OF 4 TO 6 INCHES; ALLEViate COMPACTION; INCORPORATE LIME AND FERTILIZER; SMOOTH AND FIRM THE SOIL ALLOW FOR THE PROPER PLACEMENT OF SEED, SPRIGS, OR PLANTS; AND ALLOW FOR THE ANCHORING OF STRAW OR HAY MULCH IF A MULCH IS USED.**
2. **TILLAGE MAY BE DONE WITH ANY SUITABLE EQUIPMENT.**
3. **TILLAGE SHOULD BE DONE ON THE CONTOUR WHEN FEASIBLE.**
4. **ON SLOPES TOO STEEP FOR THE SAFE OPERATION OF TILLAGE EQUIPMENT, THE SOIL SURFACE SHALL BE PITTED OR TRENCHED ACROSS THE SLOPE WITH APPROPRIATE HAND TOOLS TO PROVIDE TWO PLACES 6 TO 8 INCHES APART IN WHICH SEED MAY LODGE AND GERMINATE. HYDRAULIC SEEDING MAY ALSO BE USED.**

ROW PLANTINGS

1. **WHERE INDIVIDUAL PLANTS ARE TO BE SET, THE SOIL SHALL BE PREPARED BY EXCAVATING HOLES, OPENING FurROWS, OR DOUBLE PLANTING.**
2. **WHEN INDIVIDUAL PLANTS ARE TO BE SET, THE SOIL MUST BE PREPARED TO ACCOMMODATE ROW SPACING, ROW WIDTH, AND AMOUNT OF INOCULANT RECOMMENDED BY THE MANUFACTURER.**
3. **WHERE PINE SEEDLINGS ARE TO BE PLANTED, SUBSOIL UNDER THE ROW 30 INCHES DEEP ON THE CONTOUR FOUR TO SIX MONTHS PRIOR TO PLANTING. SEEDLING PLANTING MUST BE DONE WHEN THE SOIL DRY, IDEALLY IN AUGUST OR SEPTEMBER.**

INOCULANTS

ALL LEGUME SEED SHALL BE INOCULATED WITH APPROPRIATE NITROGEN-FIXING BACTERIA. THE INOCULANT SHALL BE A PURE CULTURE PREPARED SPECIFICALLY FOR THE SEED SPRINGS AND USED WITHIN THE DATES ON THE CONTAINER.

A MIXING METHOD RECOMMENDED BY THE MANUFACTURER SHALL BE USED TO BOND THE INOCULANT TO THE SEED. FOR CONVENTIONAL SEEDING, USE THE TYPE OF INOCULANT RECOMMENDED BY THE MANUFACTURER. FOR HYDRAULIC SEEDING, USE THE TYPE OF INOCULANT RECOMMENDED BY THE MANUFACTURER. THE INOCULANT SHALL BE PROTECTED FROM THE SUN AND HIGH TEMPERATURES AND SHALL BE PLANTED THE SAME DAY INOCULATED. NO INOCULATED SEED SHALL REMAIN IN THE HYDRO SEEDER LONGER THAN ONE HOUR.

HYDRAULIC SEEDING

MIXTURE OF INOCULANT, IF NEEDED, FERTILIZER, AND WOOD CELLULOSE OR WOOD PULP FIBER MULCH WITH WATER AND APPLY IN A SLURRY UNIFORMLY OVER THE AREA TO BE TREATED. APPLY WITHIN ONE HOUR AFTER THE MIXTURE IS MADE.

CONVENTIONAL SEEDING

SEEDING WILL BE DONE ON A FRESHLY PREPARED AND FIRMED SEEDBED. FOR BROADCAST PLANTING, USE A CUL-TIPACKERBREDER, ROLL, ROTARY SEEDER, OTHER EQUIPMENT, OR TOOL RECOMMENDED BY THE MANUFACTURER. FOR ROW PLANTING, COVER THE SEED LIGHTLY WITH 1/8 TO 1/4 INCH OF MULCH.

NO-TILL SEEDING

SEEDING WILL BE DONE ON A FRESHLY PREPARED AND FIRMED SEEDBED USING A CUL-TIPACKER OR OTHER SUITABLE EQUIPMENT.

NO-TILL SEEDING

NO-TILL SEEDING IS PERMISSIBLE INTO ANNUAL COVER CROPS WHEN PLANTING IS DONE FOLLOWING MATURITY OF THE COVER CROP OR IF THE TEMPORARY COVER CROP STAND IS SPARSE ENOUGH TO ALLOW ADEQUATE GROWTH OF THE PERMANENT (PERENNIAL) SPECIES. NO-TILL SEEDING SHALL BE DONE WITH APPROPRIATE NO-TILL EQUIPMENT.

INDIVIDUAL PLANTS

SHRUBS AND TREES SEEDLINGS MAY BE PLANTED WITH APPROPRIATE PLANTERS OR HAND TOOLS. PINE TREES SHALL BE PLANTED MANUALLY IN THE SUBSOIL. FURROW, GROVE PLANTS SHALL BE SET IN A MANNER THAT WILL AVOID CROWDING THE ROOTS. NURSERY STOCK PLANTS SHALL BE PLANTED AT THE SAME DEPTH OR SLIGHTLY ABOVE THE DEPTH OF THE NURSERY. THE TIRES OR WINES AND SPRINGS MUST BE AT OR SLIGHTLY ABOVE THE GROUND SURFACE. WHERE INDIVIDUAL HOLES ARE DUG, FERTILIZER SHALL BE PLACED IN THE BOTTOM OF THE HOLE. TWO INCHES OF SOIL SHALL BE ADDED AND THE PLANT SHALL BE SET IN THE HOLE.

MULCHING

MULCH IS REQUIRED FOR ALL PERMANENT VEGETATION APPLICATIONS. MULCH APPLIED TO SEEDED AREAS SHALL ACHIEVE 75% TO 100% SOIL COVER WHEN APPLIED AT THE RATE OF 500 POUNDS PER ACRE. MULCHING SHALL BE DONE IMMEDIATELY AFTER SEEDING. VEGETATION ESTABLISHMENT SHALL BE MONITORED FOR EROSION CONTROL EFFECTIVENESS. SELECT THE MULCHING MATERIAL FROM THE FOLLOWING AND APPLY AS INDICATED:

1. **STRAW OR GRASS HAY SHALL BE APPLIED AT THE RATE OF 2 TONS PER ACRE. MULCH SHALL BE APPLIED AT THE RATE OF 2 TONS PER ACRE. DRY HAY SHALL BE APPLIED AT A RATE OF 2 1/2 TONS PER ACRE.**
2. **WOOD CELLULOSE MULCH OR WOOD PULP FIBER SHALL BE USED WITH HYDRAULIC SEEDING. IT SHALL BE APPLIED AT THE RATE OF 500 POUNDS PER ACRE. DRY HAY SHALL BE APPLIED UNIFORMLY WITH HYDRAULIC SEEDING EQUIPMENT.**
3. **ONE THOUSAND POUNDS OF WOOD CELLULOSE OR WOOD PULP FIBER, WHICH INCLUDES A TACKIFIER, SHALL BE USED WITH HYDRAULIC SEEDING ON SLOPES 3%+.**
4. **SERVICE LSPEDZEHA HAY CONTAINING MATERIAL SEED SHALL BE APPLIED AT A RATE OF THREE TONS PER ACRE.**
5. **WHEN MULCHING IS USED TO STABILIZE EROSION, THE MULCH SHALL BE APPLIED AT A RATE OF 500 POUNDS PER ACRE. SUITABLE MATERIALS IN SUFFICIENT QUANTITY MAY BE USED WHERE ORNAMENTALS OR OTHER GROUND COVERS ARE PLANTED. THIS IS NOT APPROPRIATE FOR SEEDED AREAS.**
6. **BITUMINOUS TREATED ROVING MAY BE APPLIED ON SLOPES, IN DITCHES, OR DRY WATERWAYS TO PREVENT EROSION. BITUMINOUS TREATED ROVING SHALL BE APPLIED WITHIN 24 HOURS AFTER AN AREA HAS BEEN PLANTED. APPLICATION RATIOS AND MATERIALS MUST MEET GEORGIA DEPARTMENT OF TRANSPORTATION REQUIREMENTS.**
7. **BITUMINOUS TREATED ROVING MAY BE APPLIED ON PLANTED AREAS, SLOPES, IN DITCHES OR DRY WATERWAYS TO PREVENT EROSION. BITUMINOUS TREATED ROVING SHALL BE APPLIED WITHIN 24 HOURS AFTER AN AREA HAS BEEN PLANTED. APPLICATION RATIOS AND MATERIALS MUST MEET GEORGIA DEPARTMENT OF TRANSPORTATION REQUIREMENTS.**
8. **WHEN MULCHING IS USED TO STABILIZE EROSION, THE MULCH SHALL NOT CONTAIN GERMINATION OR GROWTH INHIBITORY FACTORS. THEY SHALL BE EVENLY DISPERSED WHEN AGGITED IN WATER. THE FIBERS SHALL CONTAIN A DYE TO ALLOW VISUAL METERING AND END IN UNIFORM APPLICATION DURING APPLICATION.**

APPLYING MULCH

STRAW OR GRASS HAY SHALL BE SPREAD UNIFORMLY WITHIN 24 HOURS AFTER SEEDING AND ANCHORING PLANTING. THE MULCH MAY BE SPREAD BY BLOWER-TYPE SPREADING EQUIPMENT, OTHER SPREADING EQUIPMENT OR BY HAND. MULCH SHALL BE APPLIED TO COVER 75% OF THE SOIL SURFACE. WOOD CELLULOSE OR WOOD FIBER MULCH SHALL BE APPLIED UNIFORMLY WITH HYDRAULIC SEEDING EQUIPMENT.

ANCHORING MULCH

ANCHOR STRAW OR HAY MULCH IMMEDIATELY AFTER APPLICATION BY ONE OF THE FOLLOWING METHODS:

1. **DISKS SET AT AN ANGLE OF 15 TO 20 DEGREES TO THE HORIZONTAL. THE DISK MUST HAVE A SPECIAL "PACKER DIAMETER" OR DISK HARROW WITH THE DISKS SET STRAIGHT MAY BE USED. THE DISKS MAY BE SMOOTH OR SERRATED AND SHOULD BE 20 INCHES OR MORE IN DIAMETER AND 8 TO 12 INCHES WIDE. THE EDGES OF THE DISKS SHALL BE DULL ENOUGH TO PRESS THE MULCH INTO THE GROUND WITHOUT CUTTING IT. LEAVING MULCH ON IN AN ERRECT POSITION. MULCH SHALL BE APPLIED AT A RATE OF ONE-FOURTH BUSHEL PER ACRE.**
2. **SYNTHETIC TACKIFIERS, BINDERS OR HYDRAULIC MULCH SPECIFICALLY DESIGNED TO TACK STRAW, SHALL BE APPLIED IN CONJUNCTION WITH OR IMMEDIATELY AFTER THE MULCH IS APPLIED. SYNTHETIC TACKIFIERS, BINDERS OR HYDRAULIC MULCH SPECIFICALLY DESIGNED TO TACK STRAW, SHALL BE VERIFIED NONTXIC THROUGH EPA 2021-0 TESTING. REFER TO TACKIFIERS/TACKING MATERIALS LIST FOR APPROVED PRODUCTS.**
3. **PLASTIC MESH OR NETTING MAY BE USED TO STABILIZE THE MULCH. THE MATERIALS SHALL BE INSTALLED AND ANCHORED ACCORDING TO MANUFACTURER'S SPECIFICATIONS.**

BEEDING MATERIAL

MULCH IS USED TO BED SEED MATERIAL TO CONSERVE MOISTURE AND CONTROL WEEDS IN NURSERIES, ORNAMENTAL BEDS, AROUND SHRUBS, AND ON BARE AREAS ON LAWNS.

MATERIAL BEDS

GRASS HAY TO 6"
GRASS HAY TO 6"
FINE NEEDLES 3' TO 6"
WOOD WASTE 4' TO 6"

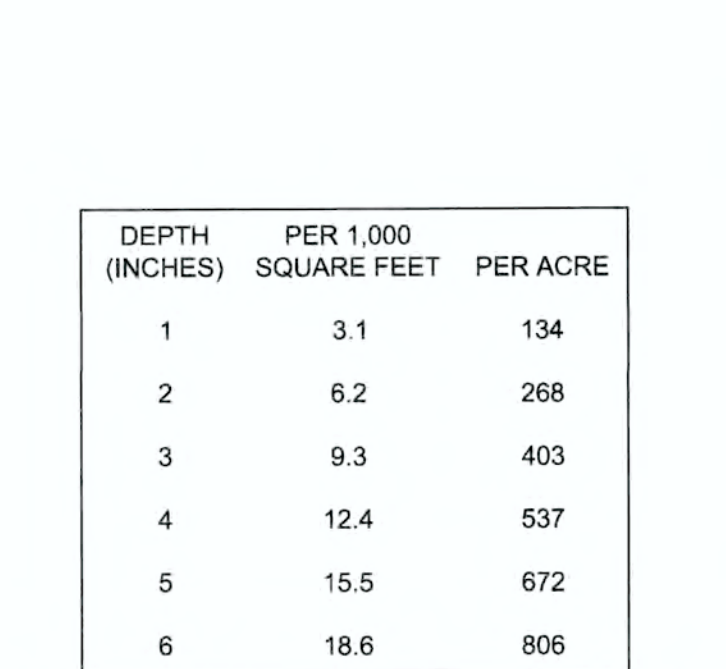
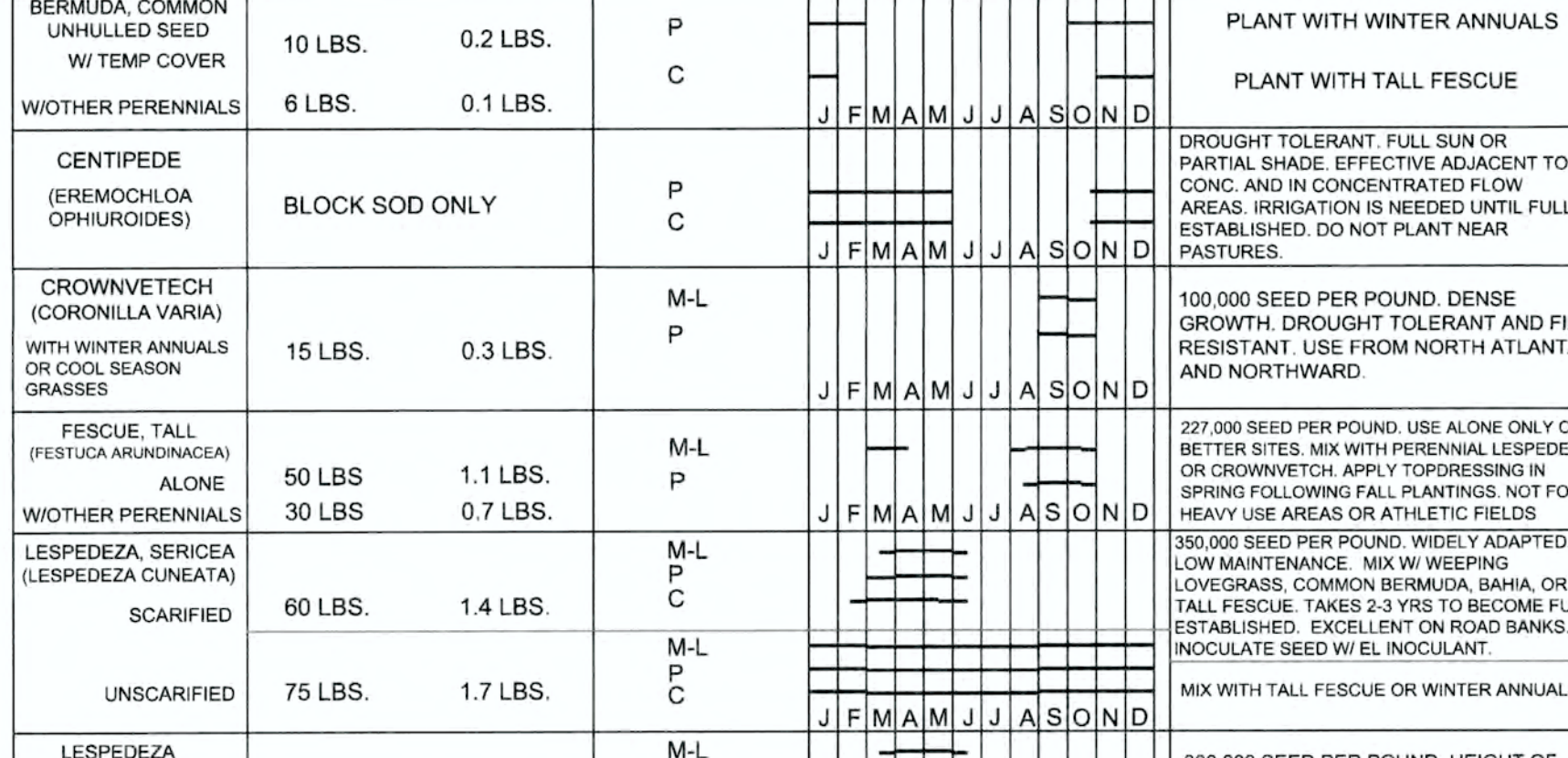
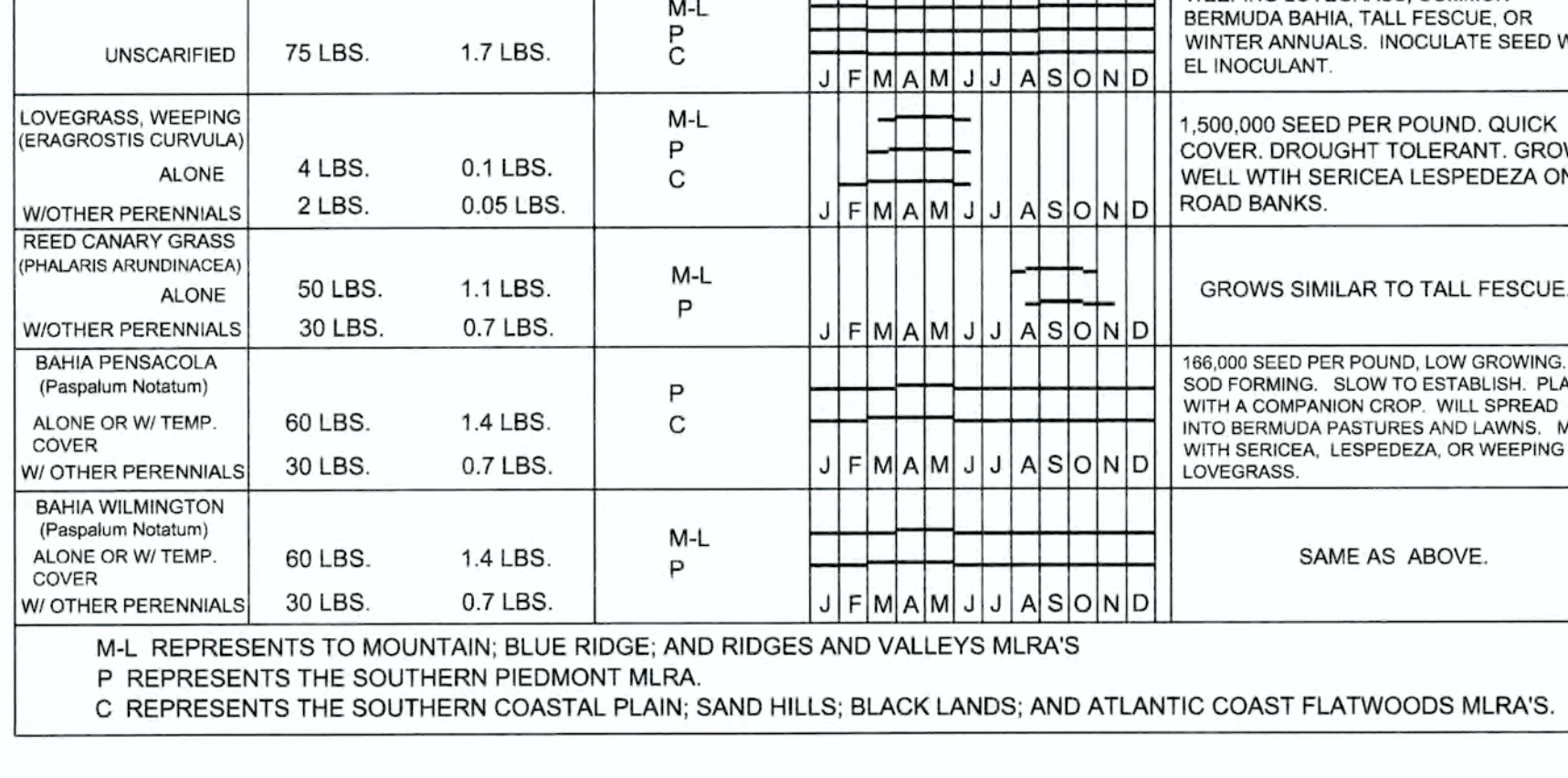
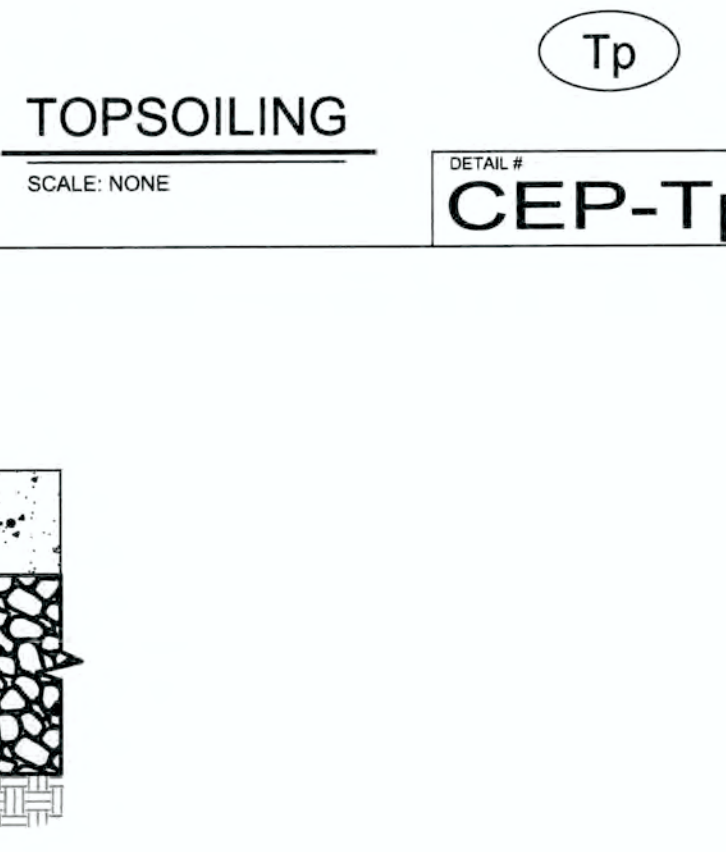


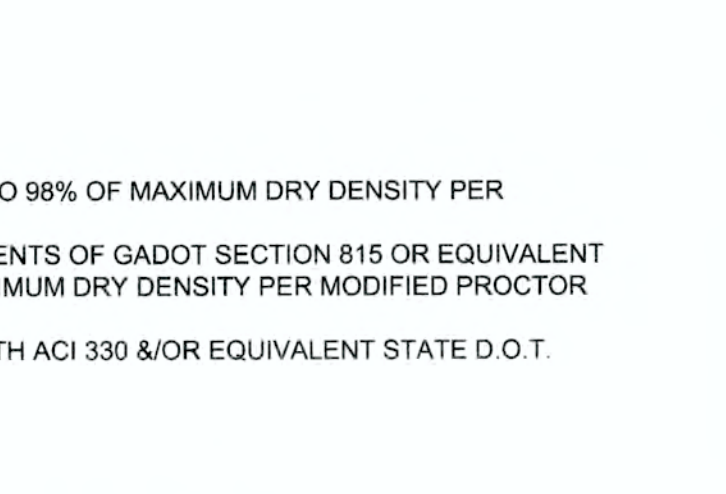
TABLE 6-37.1. CUBIC YARDS OF TOPSOIL REQUIRED FOR APPLICATION TO VARIOUS DEPTHS



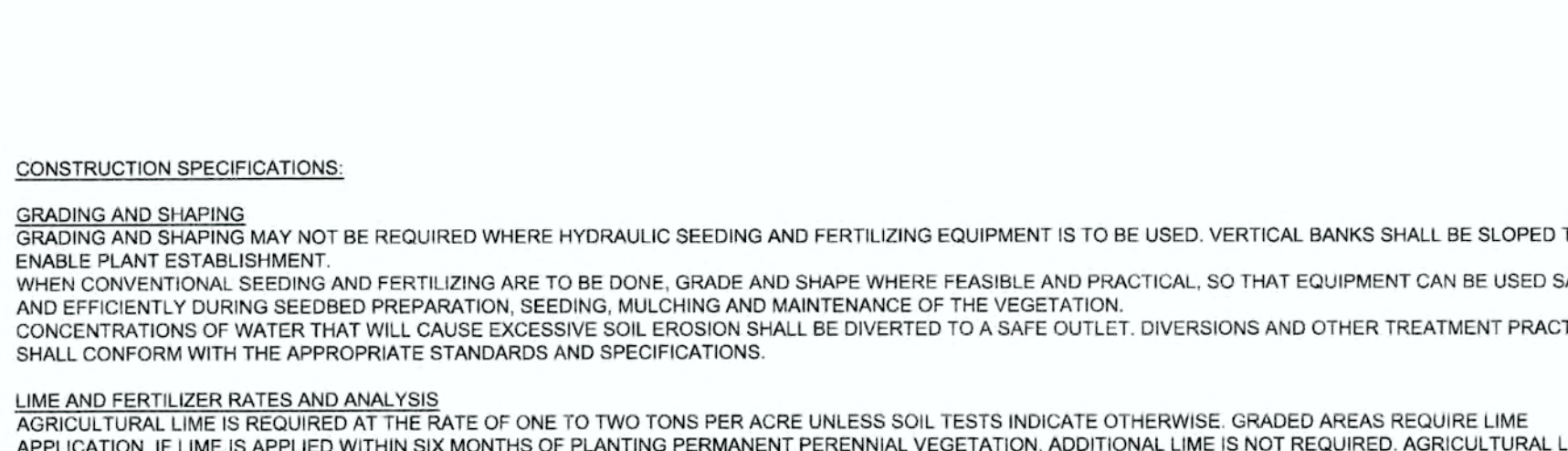
Cw



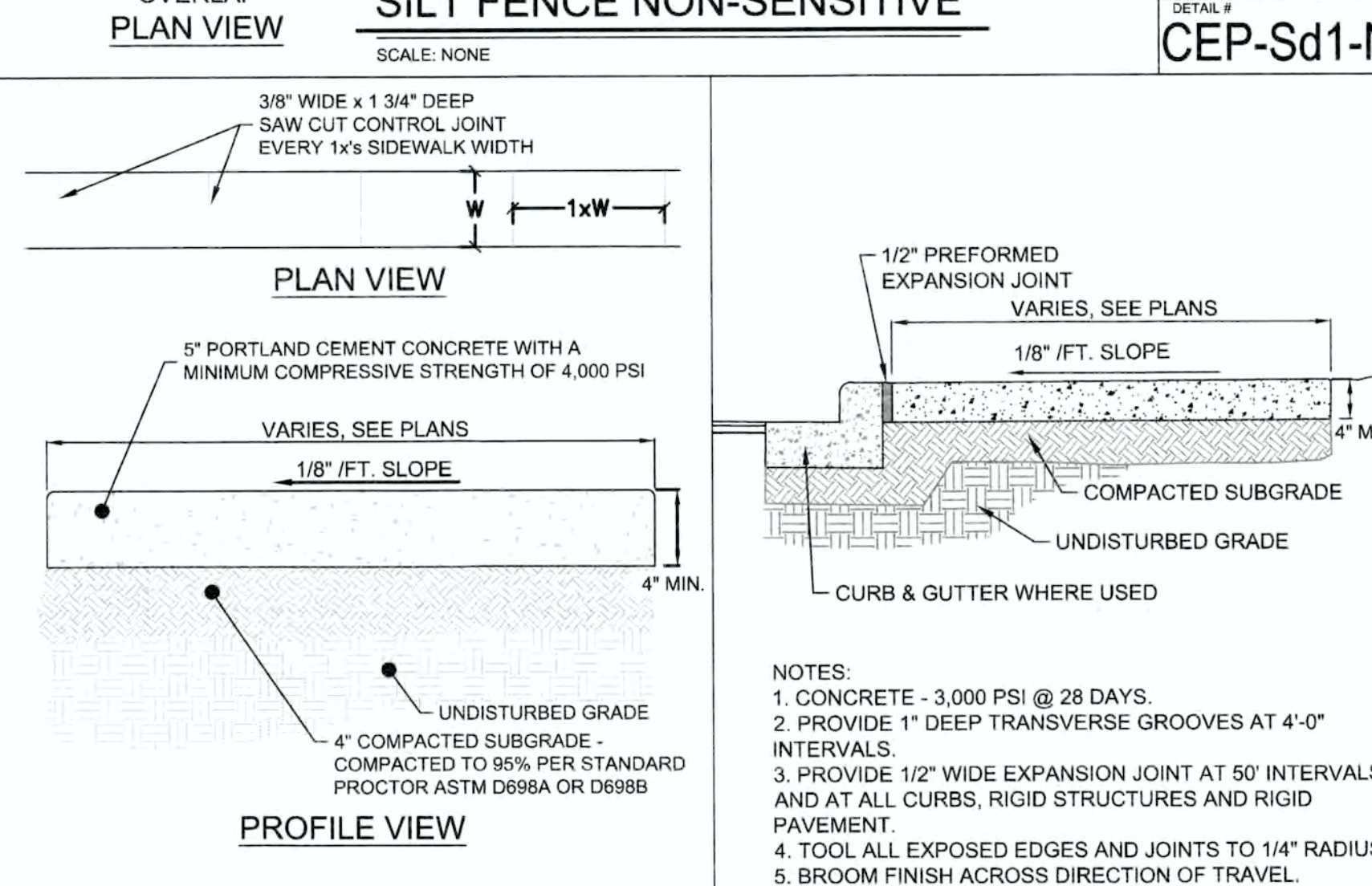
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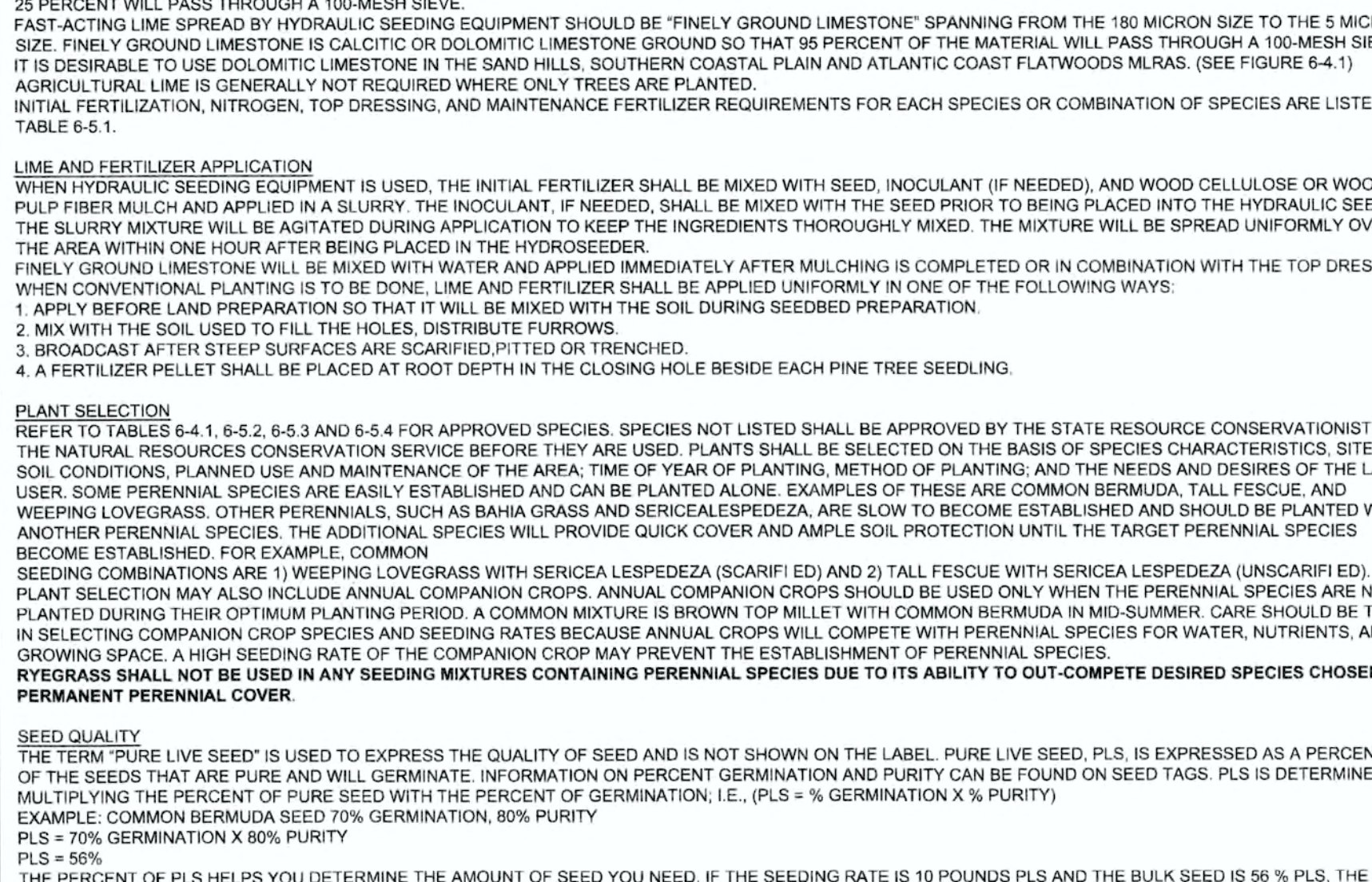
PAVEMENT SECTION (CONCRETE)



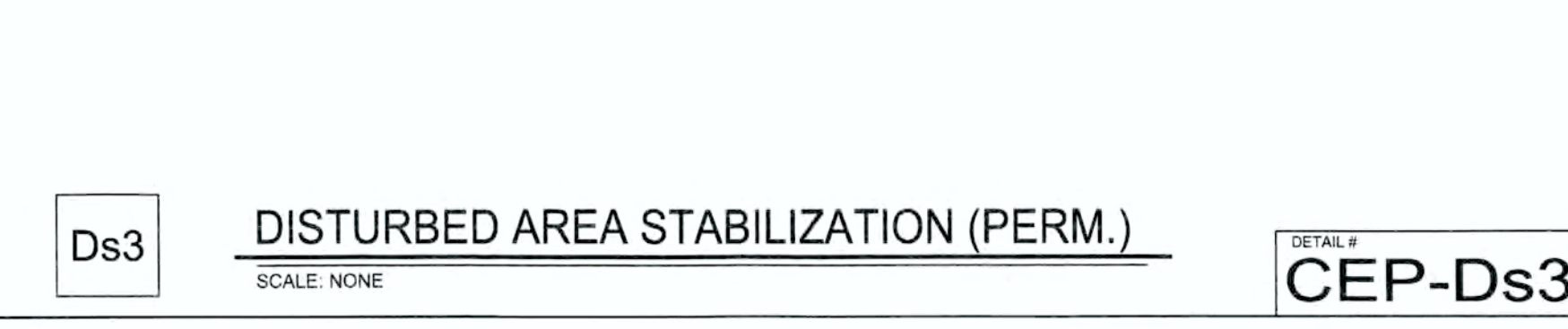
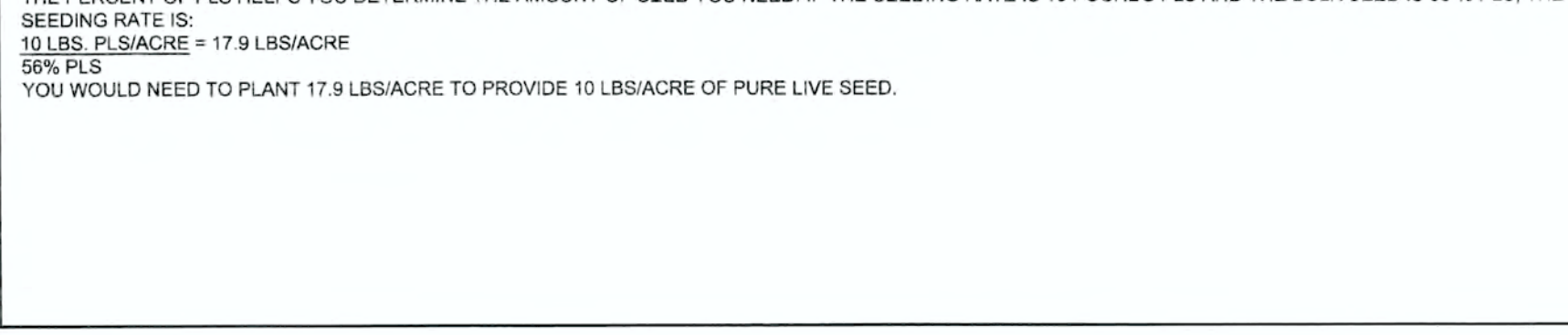
CFP-Sd1-NS



DETAIL SHOWN ABOVE IS SPECIFICALLY FOR CONDITION WHERE ASPHALT SLOPES TOWARD CURB. WHERE ASPHALT SLOPES AWAY FROM CURB, GUTTER SHALL ALSO SLOPE AWAY FROM CURB FACE TO MATCH SLOPE OF ADJACENT PAVING.



LIGHT DUTY





Lumpkin County, Georgia

Water & Sewerage Authority Department

Date:	June 1, 2021
Agenda Item:	Water Authority Request for Planning Inspector's Ford Ranger Pickup
Item Description:	LCWSA respectfully requests the use of a 2003 Ford Ranger belonging to the Lumpkin County Division of Planning and Public Works.
Facts & Historical Information:	The subject vehicle is a 2003 Ford Ranger which has been in County service for 291,275 miles. The vehicle does burn / drip oil; but, otherwise appears to be in fair condition considering its time in service. Previously the vehicle had been used on a regular basis by members of the Planning Department. Due to high milage, the vehicle has been taken out of regular service as a fleet vehicle. The Planning Department has replaced the vehicle with a newer model pickup. The Authority respectfully requests the use of 2003 Ford Ranger for its Operations Department. Compact trucks like this near vintage Ranger are well suited for routine light duty operations and maintenance completed by Authority staff. If Authority use of the vehicle is authorized, the Authority recommends a transfer of title so the Authority can assume responsibility for the vehicle's maintenance and can add the vehicle to its insurance coverage.
Potential Courses Of Action:	1. BOC approves the Authority's request to use the vehicle 2. BOC chooses not to approve the Authority's request
Budget Impact:	The requested transfer would not have negligible impact to the County's budget.
Staff Recommendation:	



Lumpkin County, Georgia

Special Projects Department

Date: June 1, 2021

Agenda Item: Consideration of New Animal Shelter Facility Location

Item Description: Consideration of site and plan for advancing project.

Facts & Historical Information:

Lumpkin County's 2020 budget included funds for an expansion at the Animal Shelter and to reroof the house and kennels. The county let an invitation to bid in July of 2020 and the Board chose to place the project on hold until Spring 2021 in the hopes that the cost of building materials would recede to a pre-pandemic rate. Since the time of the decision to place the project on hold, there have been other issues identified with the foundation, HVAC, parking areas, and roof on the kennel. Subsequent direction from the Board at the annual retreat was to identify, on county-owned property, a location for a new shelter and to begin planning for the construction of the facility. Staff identified four pieces of county owned property where a shelter could be located. (see attached maps) While this was in review by the county manager for consideration to be placed on a future agenda, Senator Gooch was able to work with DNR to obtain the Shop Road parcel, currently leased from the State of Georgia, for the county. (see attached map) After learning of this property, staff feels that it is an ideal location for the shelter and is better suited than the previously identified properties. The final transaction will take place in next year's legislative session and should the county decide to place the shelter there, preparations can begin under the terms of the existing lease. Given the continued price increases in steel and other construction materials, staff does not recommend constructing the facility at this time. Staff would ask the board to consider formally identifying property and directing staff to begin work on the plans for the facility in preparation for bidding/construction when market conditions are more favorable. The animal shelter manager is aware of the delay and supports this request for consideration. The manager feels, with the support of public buildings staff, he can make the current facility work until such time a new facility is constructed.

Potential Courses Of Action:

1. The board can consider setting the recommended parcel as the location of the new animal shelter and direct staff to begin acquisition of a set of plans for the new facility.
2. The board can consider an alternate location to set as the location of the new shelter and direct staff to begin acquisition of a set of plans for the new facility.
3. The board could choose to repair the existing facility to remedy all issues. This is least favorable as the lay of the land prevents future expansion of the facility to prepare for future growth and previous discussions were to move the location and use a PEMB as the structure.

Staff Recommendation:

Attachments:

blackburn park

rock house rd

Yahoola Creek Park

Yahoola Work Center

New Animal Shelter – Possible locations on County Owned Property - Google Docs

Animal Shelter location Blackburn Road

Blackburn Park area



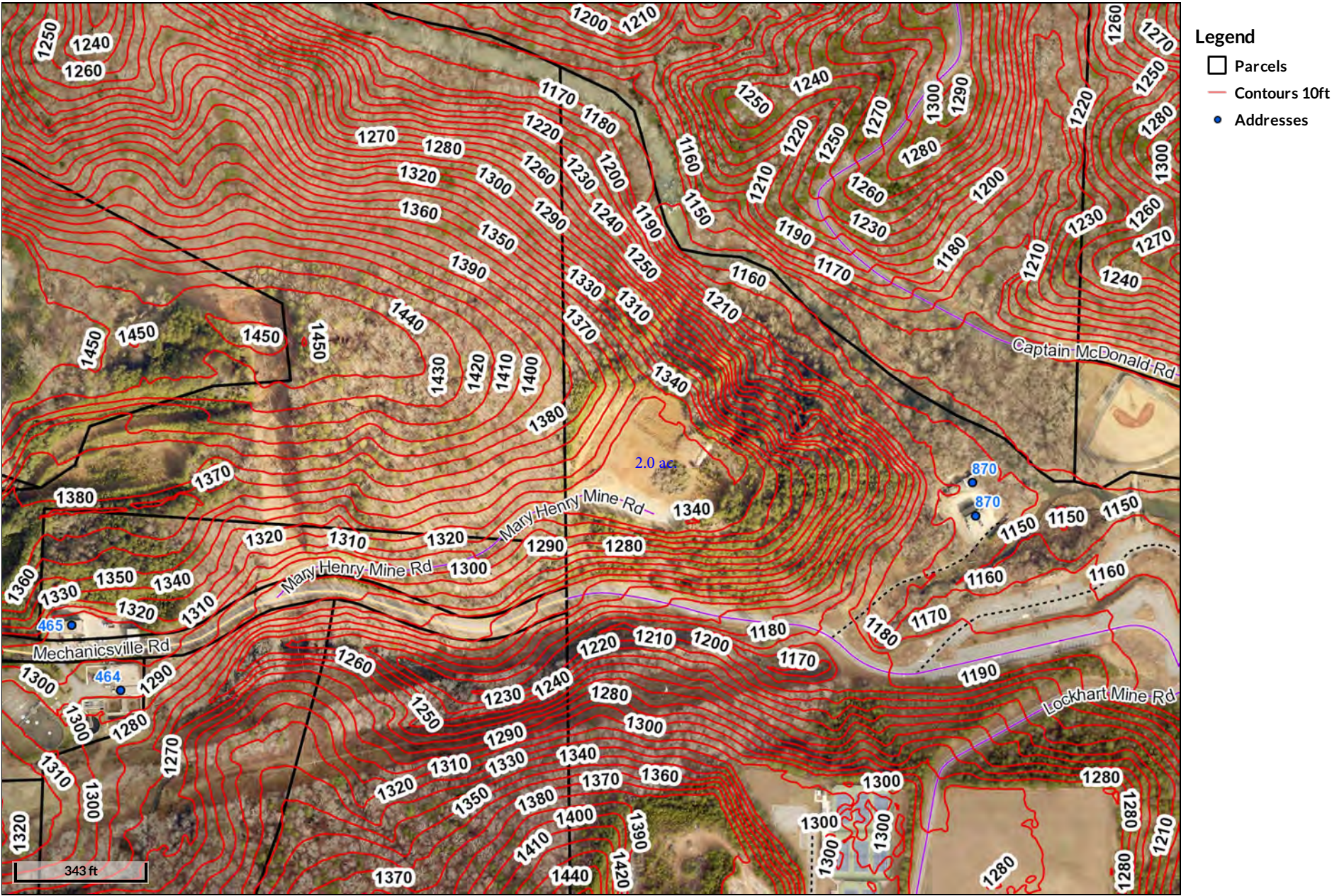
Attachment: blackburn park (2074 : Consideration of New Animal Shelter Facility Location)

Rock House Rd



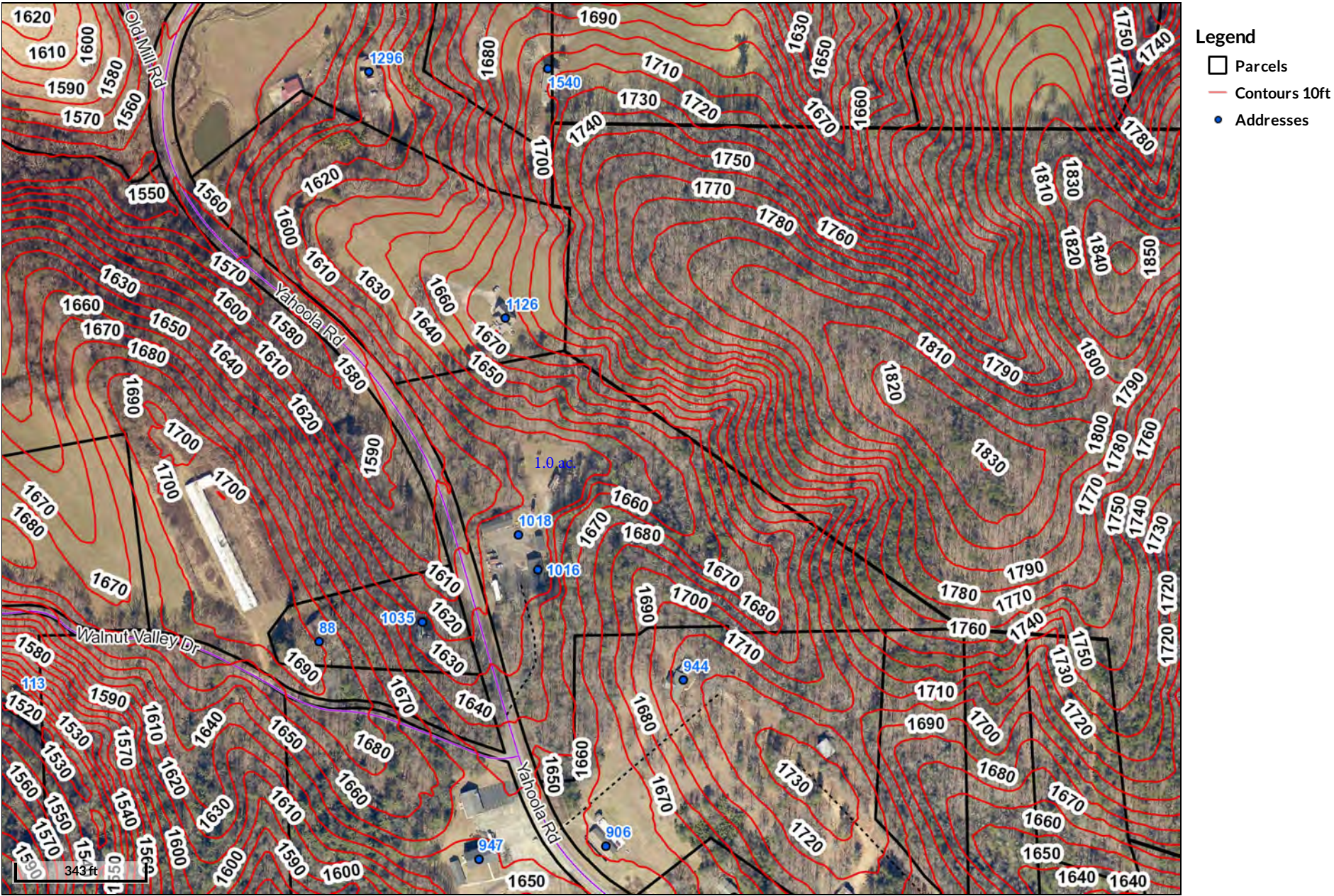
Attachment: rock house rd (2074 : Consideration of New Animal Shelter Facility Location)

Yahoola Creek Park



Attachment: Yahoola Creek Park (2074 : Consideration of New Animal Shelter Facility Location)

Yahoola Work Center



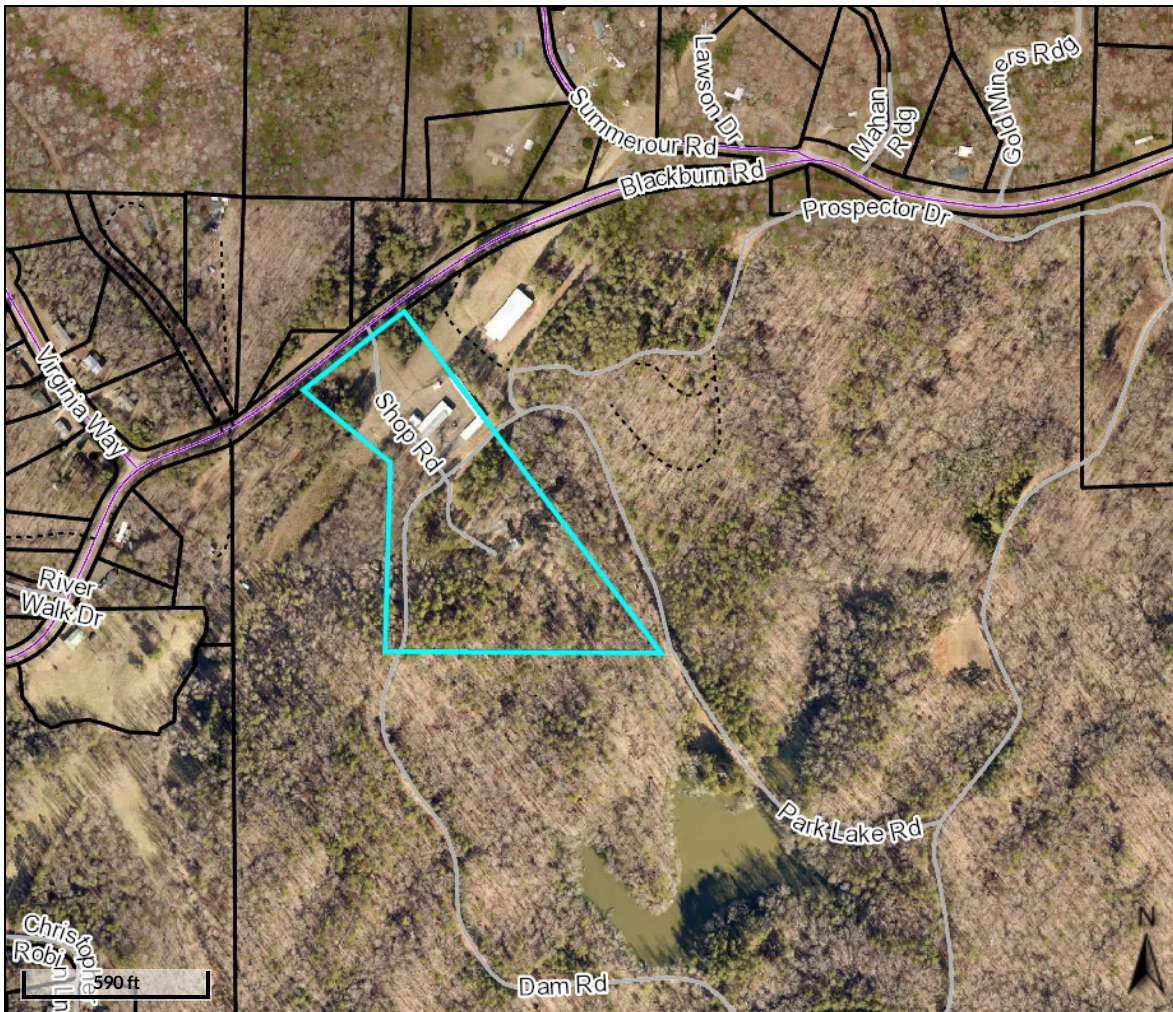
Attachment: Yahoola Work Center (2074 : Consideration of New Animal Shelter Facility Location)

New Animal Shelter – Possible locations on County Owned Property

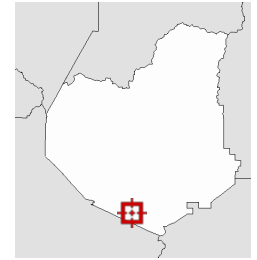
Yahoola Creek Park – 1 st plateau on left	
Pros	Cons
· Centrally located · 2 acres · Cleared site · Limited site work to adjust grade under building pad · Curb/gutter · Paving parking · Septic or sewer · Limited fencing required	· Existing road on City and Cottrell property – never address · Basement dug at location · Septic can go in one location · Run 950 feet water line · Will need to bore under road for water · Sewer, if chosen, will need pump · May need to consider moving park gate so this site more accessible when park closed · Traffic egress MM Pkwy · Site limits future expansion
Rock House Road Site – right side of future road to park amenities	
Pros	Cons
· Egress on and off drive acceptable · Topography limits usefulness of site	· Septic location will be challenge · Near future park and amenities/noise · Will require extensive fencing

· Well does work and is acceptable (concern is CHP plans to use well for 5 - year lease) · Centrally located	
Salt Shed Property – northern side of creek Not usable due to power easement splitting the property	
Blackburn Park – land west of leased house	
Pros	Cons
· Easiest to construct on · Larger area for expansion · Water available (Quality) · 4,000+ feet from school · Septic can work on site · Minimal site work. Location is good for adoption and surrender traffic.	· Not centrally located · School traffic at drop-off and pickup times. · Run 1,700 ft water line · Power lines cross property limiting use · Extensive fencing required · Future park site; noise

Yahoola Work Center	
Pros	Cons
· Land cleared · Septic will work · Egress to road acceptable · Most of property fenced	· Location not centrally located, significant travel distance to high call areas, and may limit adoptions do to the travel distance. May lead to more animals being thrown out do to travel distance. · House near property line; noise · Known well issues - strong iron in water. Need treatment to meet shelter requirements.



Overview



Legend

☐ Parcels

Parcel ID 049064
Real Key / Acct 2520
Class Code Exempt
Taxing District County
Acres 11.05

(Note: Not to be used on legal documents)

Owner STATE OF GEORGIA
 DAHLONEGA, GA 30533
Physical Address 55 SHOP ROAD
Assessed Value \$122008

Last 2 Sales			
Date	Price	Reason	Qual
8/11/2000	0	OS	U
n/a	0	n/a	n/a

Date created: 4/30/2021

Last Data Uploaded: 4/29/2021 5:29:04 PM

Developed by Schneider
GEOSPATIAL

Attachment: Animal Shelter location Blackburn Road (2074 : Consideration of New Animal Shelter Facility Location)



Lumpkin County, Georgia

Special Projects Department

Date: June 1, 2021

Agenda Item: Kelley Building Dedication Plaque and Lettering

Item Description: Kelley Building Dedication Plaque and Lettering

Facts & Historical Information:

On November 17, 2020, the facility located at 342 Courthouse Hill was dedicated as the Kelley Building. Included in the resolution was a directive that a plaque in Stan Kelley's honor shall be created and displayed prominently on the building signifying this dedication as part of its grand opening ceremony. In keeping with plaques placed on other county facilities dedication plaques most often commemorate the sitting board and any other person(s) involved and instrumental in the project. The architect of record and the construction company are also listed. A draft plaque is attached for review and comment. The original plaque from the construction of the facility was removed from the building and given to the library for their historical collection. The facility also needs lettering. A sample document based upon the use of the facility is included for consideration by the board. The only difference between the two examples is the word "services".

Potential Courses Of Action:

Plaque

1. The Board can consider having one plaque installed that covers both the dedication and the renovation as show in the example.
2. The Board can consider having one plaque installed that covers both the dedication and the renovation but direct that changes be made to the proposed language.
3. The Board can consider have two separate plaques installed on the facility. One just for the Kelley Building dedication and a separate one for the renovation. The Board will need to provide the desired language for the plaques.

Lettering

1. The Board can consider the first option of lettering as shown on the document.
- 2.. The Board can consider the second option of lettering as shown on the document.
3. The Board can consider directing staff to use a totally different lettering combination for the facility.

Budget Impact: Plaques are paid as part of the project costs.

Staff Recommendation: Staff has no recommendation as this decision is the preference of the board.

Attachments:

Dedication Plaque KB
Kelley Building lettering

The Kelley Building
For
Planning & Development Services
Renovated
2021

Board of Commissioners
Chris Dockery, Chairman

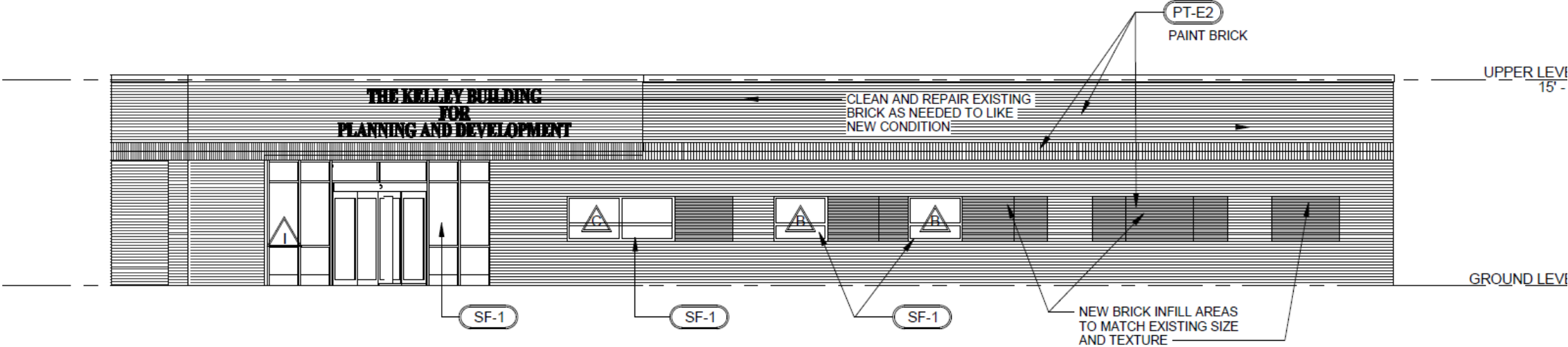
David Miller, District 1
Bobby Mayfield, District 2

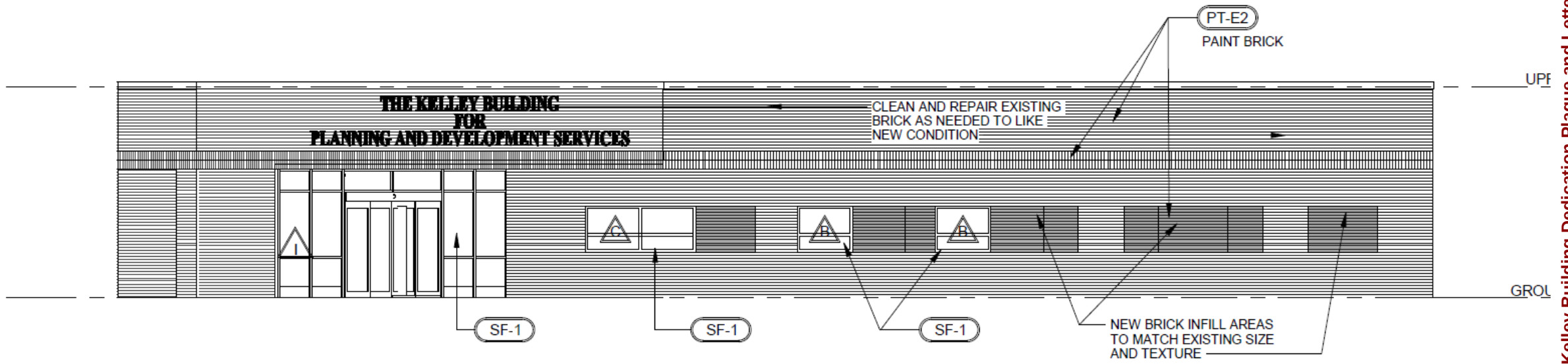
Rhett Stringer, District 3
Jeff Moran, District 4

Dedicated to
Stan Kelley, County Manager
November 17, 2020

Robertson Loia Roof, P.C., Architect & Engineer

Charles Black Construction Company







Lumpkin County, Georgia

County Clerk Department

Date:	June 1, 2021
Agenda Item:	Special Event Permit Request – R-Ranch in the Mountains
Item Description:	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.
Facts & Historical Information:	This is an alcoholic beverage special event permit allowing R-Ranch in the Mountains to hold an event with beer/wine. The event will be held July 2-3, 2021 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:	June 1, 2021
Agenda Item:	Special Event Permit Request – KC Mellow LLC
Item Description:	Special Event Permit allowing KC Mellow LLC to hold a wedding event June 27, 2021 at Veزالay Mountain View.
Facts & Historical Information:	This is an alcoholic beverage special event permit allowing KC Mellow LLC to hold an event with beer/wine. The event will be held June 27, 2021 on the property located at 520 GA 52W, 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

Public Works Department

Date: June 1, 2021

Agenda Item: Road Acceptance Request – Whelchel Valley Subdivision (1.949 miles total)

Item Description: 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.

Facts & Historical Information:

Whelchel Valley Subdivision received final subdivision approval in November of 2006. The preliminary approval (approval for construction) included that the roads would be dedicated to the county after construction was completed. At final subdivision approval the developer, The Wallace Group, LLC. asked that the roads remain privately owned. During construction, the roads were inspected to insure they met county standards. Now there is approximately \$16,000 in repairs to be done on the roads to bring it back to county standards. The HOA intends to place a special assessment on the HOA dues to pay for their repairs. They are asking that the BOC commit to taking the roads as County maintained roads after the repairs are complete and inspected. The total length of roads in the subdivision is 1.949 miles.

Road information:

Road Name: Old Lake Ln- 0.629 Miles
Right of way width = 60 ft

Road Name: Whelchel Valley Dr- 0.209 Miles
Right of way width = 60 ft
Turn around r/w radius= 50 ft

Road Name: Sydney Trace- 0.064 Miles
Right of way width = 60 ft
Turn around r/w radius= 50 ft

Road Name: Blue Sky Dr- 0.325 Miles
Right of way width = 60 ft

Road Name: Odgers Trail- 0.308 Miles
Right of way width = 60 ft
Turn around r/w radius= 50 ft

Road Name: Gray Swan Way- 0.414 Miles
Right of way width = 60 ft
Turn around r/w radius= 50 ft

Total length of roads= 1.949 Miles

Staff Recommendation: Lumpkin County Staff recommends that the roads be accepted into the county system.

Attachments:
agenda item request
subdivision map



Lumpkin County Board of Commissioners

AGENDA ITEM REQUEST

Submission of an Agenda Item Request does not guarantee inclusion of the item on the Agenda.

Date: 05/18/2021
 Name: Payton Anderson
 Address: 159 Grey Swan Way
Dawsonville, GA 30534
 Phone: (706) 265-0729
 Email: panderson@davisengineers.com

Topic/Subject to Present:

Whelchel Valley Subdivision would like the roads within the neighborhood to be included into the county road system. The roads were originally designed and constructed to county standards

including the top coat of asphalt with the intent of them to be county roads. During the downturn, the developers switched the roads to "private" to be released from their bond without input from homeowners.

We are asking for the roads to be dedicated to the county upon completion of the necessary repairs as outlined by Charles Trammell. There are currently 90 homes in the neighborhood with a total of 120 lots.

The neighborhood would like to make necessary repairs but are hesitant to do so and create a special assessment without knowing if the county will accept them or not.

Requests to have items placed on the Agenda of the Lumpkin County Board of Commissioners Meeting must be submitted to the County Clerk 10 working days prior to the first scheduled Work Session of the month.

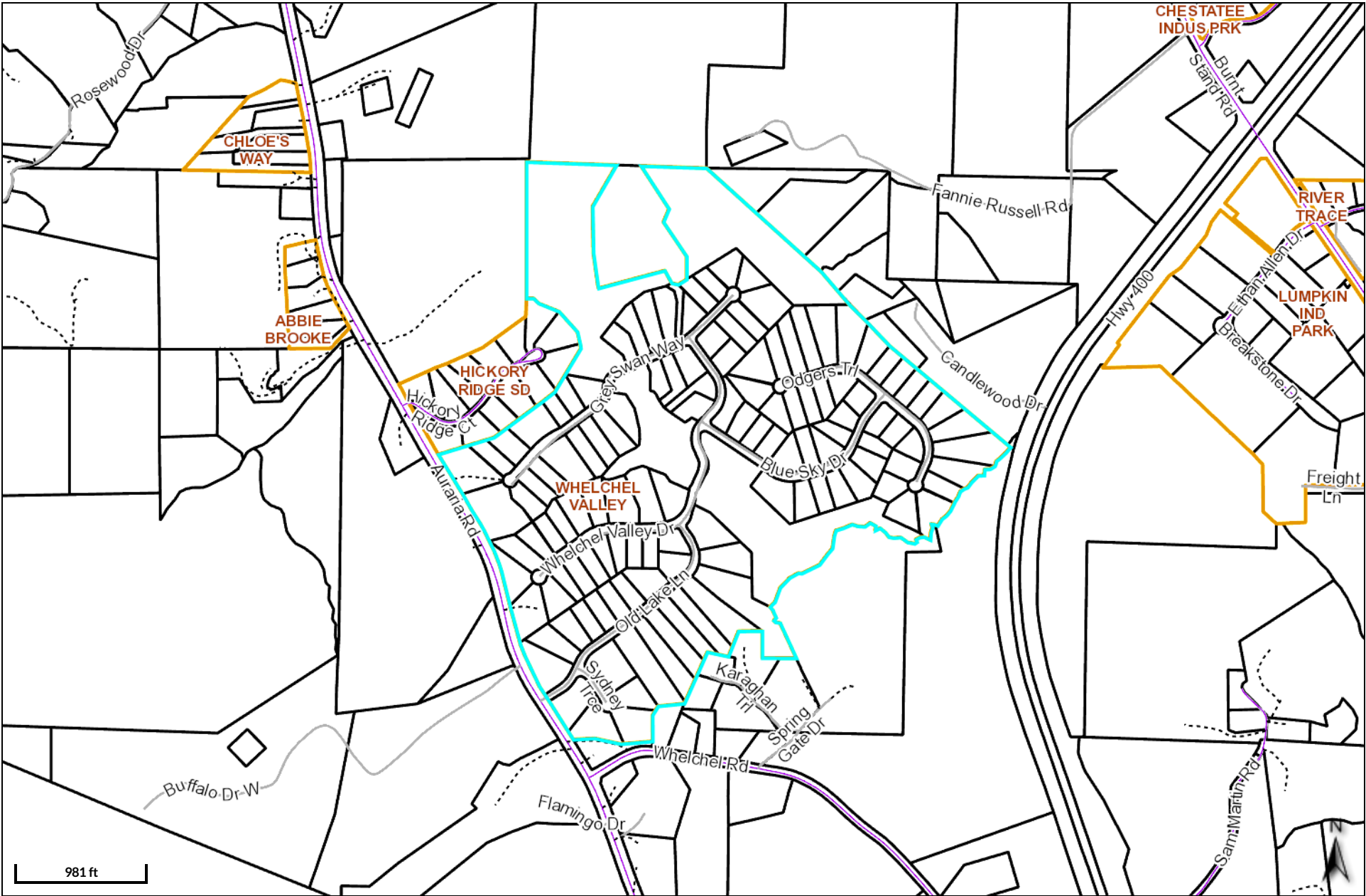
If you have handouts, documents, etc., please provide a complete set and a list of items submitted with this request. **If you hand out copies at the meeting** you must provide **10 COPIES** to ensure distribution to each of the Commissioners, County Attorney, County Manager, County Clerk, Deputy County Clerk, and Newspaper Representative.

Agenda items are discussed at the Board of Commissioners Work Session I held the first **Tuesday** of each month.

Contact the County Clerk at 706-864-3742 if you have any questions.

Attachment: agenda item request (2094 : Road Acceptance Request – Whelchel Valley Subdivision (1.949 miles total))

Whelchel Valley Subdivision Map



Attachment: subdivision map (2094 : Road Acceptance Request – Whelchel Valley Subdivision (1.949



Lumpkin County, Georgia

Public Works Department

Date:	June 1, 2021
Agenda Item:	Consideration of 326 Fred Burns Road Abandonment
Item Description:	Request to start the abandonment process for an approximately 0.25-mile portion of Fred Burns Road.
Facts & Historical Information:	In 1987, Mr. Burns deeded a 60' of right of way across his property to his house for the paving of Fred Burns road. In 1988, the Fred Burns road was paved with the asphalt ending approximately 0.25 miles from Mr. Burns house. The county currently only maintains the paved portion of the road. In 2020, Maynard Family Properties LLC purchased the property and has now requested that the road be abandoned from a point approximately 90' past the end of the asphalt to the Old Fred Burns house. The property owner has agreed, as part of the request, to deed property for a turn around to be constructed if needed in the future (see attached plat). There are currently two property owners that have frontage on the portion of the road that is requested to be abandoned; Joel T. Burns and the Maynard Family Properties, LLC.
Potential Courses Of Action:	A) Start the abandonment process for the portion of Fred Burns Road. B) Don't abandon the road.
Staff Recommendation:	Staff recommends that the BOC vote to start the process of abandoning the road.
Attachments:	request email4-27-21 Proposed abandonment map plat

Larry Reiter

From: Kris Maynard <KMaynard@essentialingredients.com>
Sent: Tuesday, April 27, 2021 9:09 PM
To: Larry Reiter
Subject: 326 Fred Burns Road - Road Abandonment

Mr. Reiter,

I know that John Gaston has been in contact regarding the survey and abandonment of the road serving 326 Fred Burns Road property. I was unable to meet you last year when we were purchasing the property from Mr. Gholston when you met with Vic Dover and John.

I believe the survey work is all completed and the next step is a formal request by me to the county commissioners for the abandonment to commence. Please utilize this letter as my request for the county to abandon this road which has not been maintained by the county for many years according to my understanding.

I am available for any question you may have at this email or 404-578-3019.

Thank you for your assistance on this matter.

Best wishes,

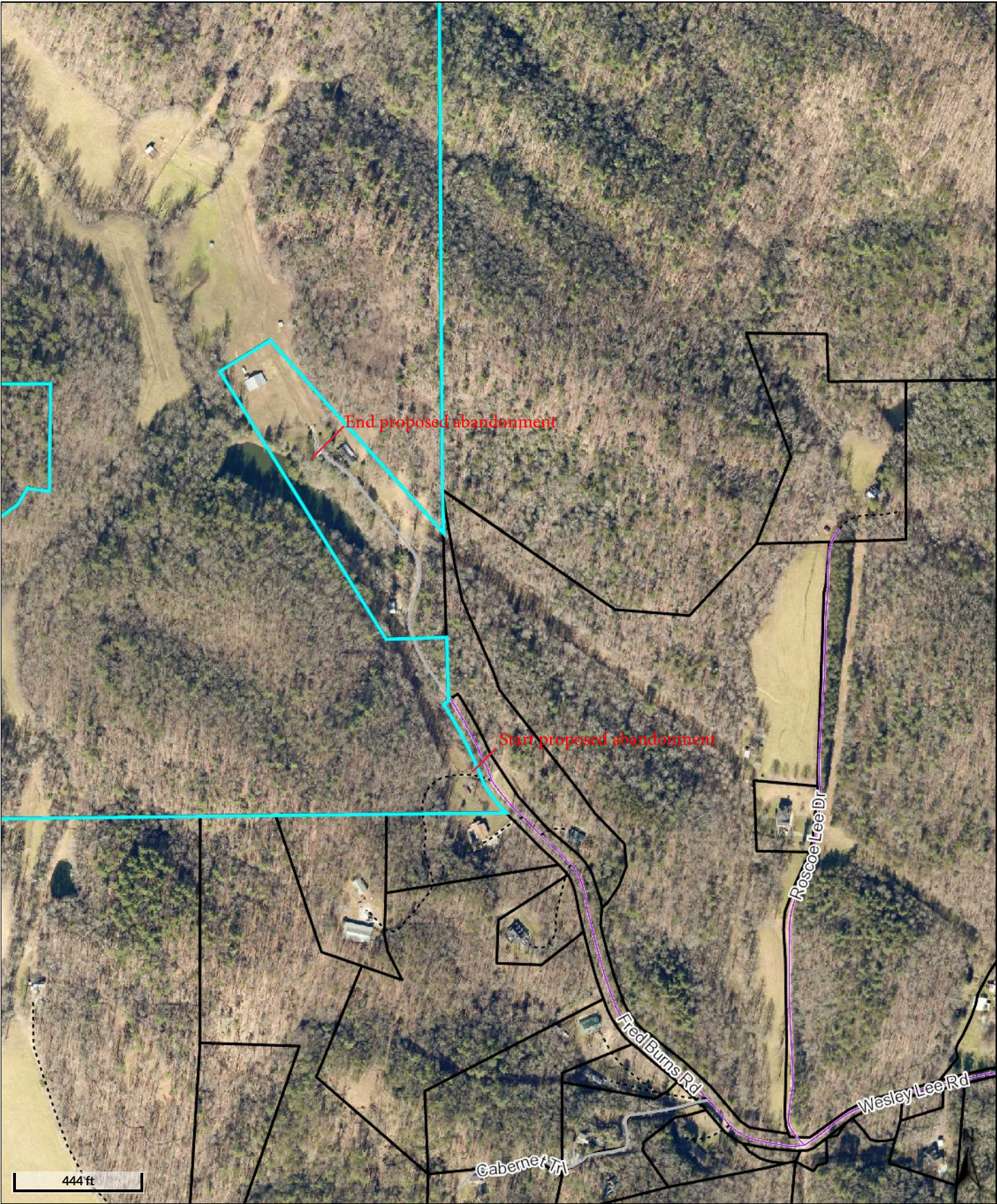
Kris Maynard

Kris Maynard
CEO & Chairman of the Board
Phone: (770) 831-9010
www.essentialingredients.com
100% Employee-Owned

This message, including any information in this message and any attached files, is intended only for the person(s) or entity to which it is addressed. Follow this link for further important information: <http://www.essentialingredients.com/emaildisclaimer.aspx>

Attachment: request email4-27-21 (2095 : Consideration of 326 Fred Burns Road Abandonment)

Proposed Abandonment



Attachment: Proposed abandonment map (2095 : Consideration of 326 Fred Burns Road Abandonment)

N/F = NOW OR FORMERLY
C/L = CENTER LINE
P/L = PROPERTY LINE
R/W = RIGHT OF WAY
DB = DEED BOOK
PB = PLAT BOOK
PG = PAGE
CAB = PLAT CABINET
SL = SLIDE
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
TBS = 1/2" REBAR TO BE SET



(PB 27 PG 82)

1/2" REBAR FOUND
AT ANGLE IRON
BEING CORNER COMMON
TO JOEL T BURNS
(TAX PARCEL-042 090)
& MAYNARD FAMILY PROP. LLC
(TAX PARCEL-041 014)
ON THE NORTHERLY
60' R/W OF FRED BURNS RD.

THIS SURVEYOR DOES NOT GUARANTEE
THAT ALL EASEMENTS AFFECTING THIS
PROPERTY ARE SHOWN.

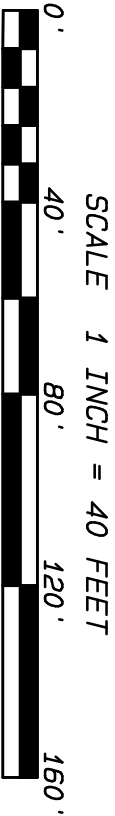
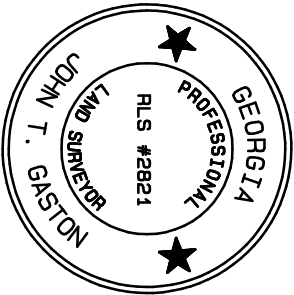
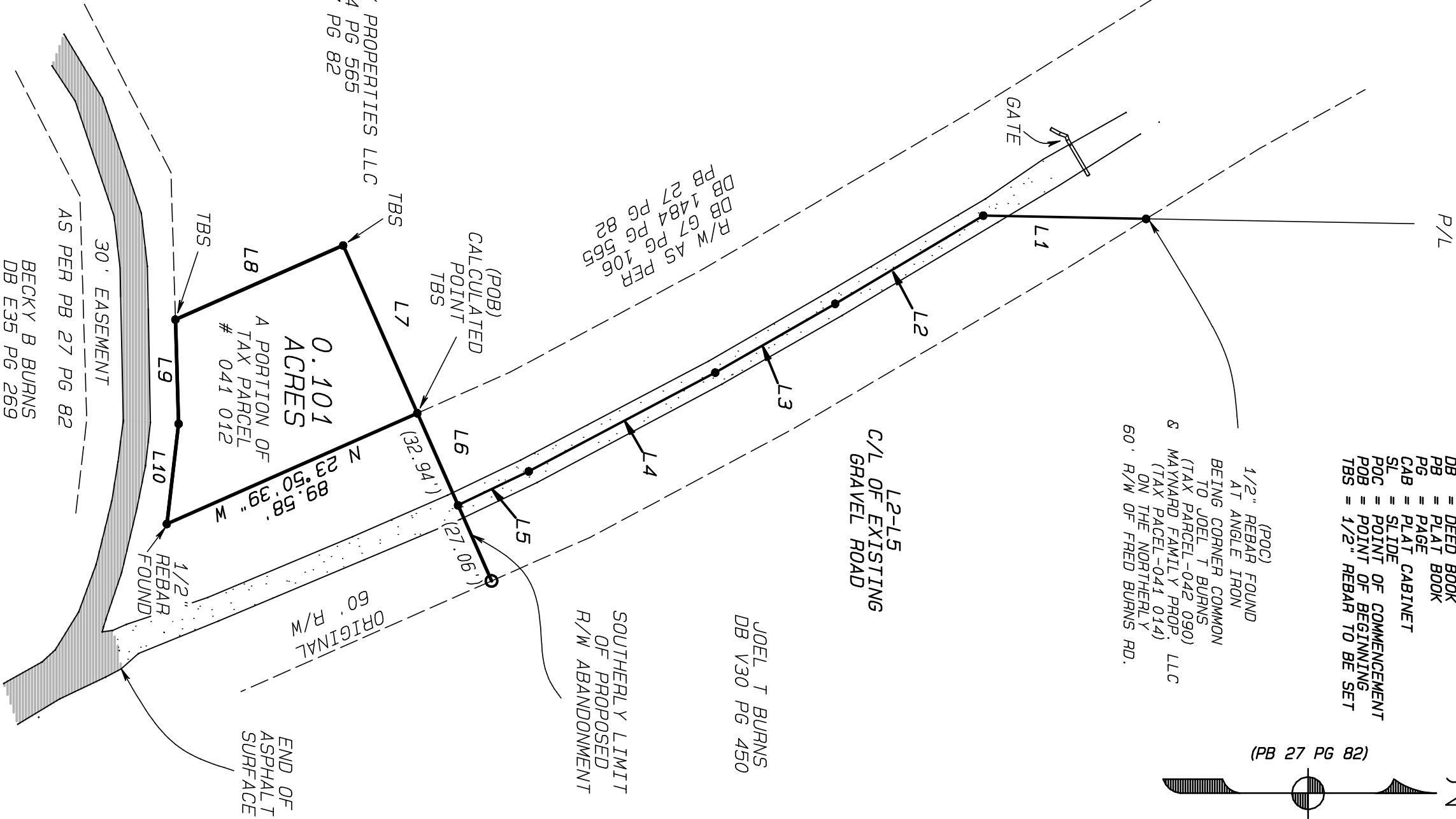
THE FIELD DATA UPON WHICH THIS PLAT
IS BASED HAS A POSITIONAL TOLERANCE
NOT EXCEEDING 0.10
LINE, AND WAS NOT ADJUSTED
THIS PLAT HAS BEEN CALCULATED FOR
CLOSURE AND IS FOUND TO BE ACCURATE
WITHIN ONE FOOT IN 98538 FEET.

EQUIPMENT USED: TRIMBLE S6 ROBOTIC

THIS SURVEY WAS PREPARED WITHOUT THE
AID OF A TITLE SEARCH AND IS SUBJECT
TO ANY AND ALL DISCLOSURES THAT A
TITLE SEARCH MAY YIELD.

THIS SURVEY IS CERTIFIED SOLELY TO
THE PARTY OR PARTIES NAMED HEREON.
UTILITIES WERE NOT LOCATED
AS PART OF THE SCOPE OF THIS SURVEY

LINE	BEARING	DISTANCE
L1	S01°09'46"W	53.27'
L2	S30°46'46"E	56.40'
L3	S29°50'28"E	45.21'
L4	S27°54'00"E	69.04'
L5	S25°39'37"W	25.66'
L6	S66°09'21"W	32.94'
L7	S66°09'21"W	60.00'
L8	S23°50'39"E	60.00'
L9	N88°14'59"E	34.11'
L10	S83°18'27"E	32.97'



60' R/W
COUNTY ROAD INDEX
INFO SHEET

30' EASEMENT
AS PER PB 27 PG 82
BECKY B BURNS
DB E35 PG 269
PB 27 PG 82

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFINED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

PLAT OF RIGHT-OF-WAY PARCEL FOR

MAYNARD FAMILY PROPERTIES LLC

LAND LOT 631, 12TH DISTRICT, 1ST SECTION

LUMPKIN COUNTY, GEORGIA

LSF # 1074: ALTASURY LLC dba

LAND SURVEYING, LAND PLANNING & DESIGN

21 ENOTA STREET, DAHLONEGA, GA 30533, (706) 864-7298

PLAT DATE: FEBRUARY 15, 2019

FIELD DATE: JANUARY 19, 2019

FIELD CREW: PDA, BB

DRAWN BY: PDA

DRWG FILE: 1567 KRIS MAYNARD

JOB # 1567



Lumpkin County, Georgia

Development Authority Department

Date: June 1, 2021

Agenda Item: DALC Intent to Issue RFP for Broadband Partner

Item Description: 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.

**Facts & Historical
Information:**

The state of Georgia budget has been amended to include \$20 million in FY21 and \$10 million in years after for the Georgia Broadband Deployment Initiative Program. These funds will be made available to the One Georgia Authority to provide financial assistance for the installation or expansion of facilities and equipment that provide broadband services in areas designed as ‘Unserved’ by the Georgia Broadband Deployment Initiative Program.

In support of the County efforts so far, the Development Authority of Lumpkin County intends to issue a request for proposals for a Broadband Public-Private Partnership (PPP).

The PPP would allow the Development Authority and the private entity to explore submitting a grant application to the One Georgia Authority in the summer of 2021.

Tentative Sequence of Events:

- June 1: DALC staff presentation of intention to issue RFP for Broadband PPP to BOC
- Between June 2 – June 11: Finalize RFP
- June 7: Participate in Georgia Broadband Grant Webinar with DCA
- June 15: Present the RFP to DALC Board of Directors for consideration and action
- June 16: Issue RFP
- July 7: RFP responses due
- Week of July 12-16: RFP review committee conduct interviews (if needed)
 - *Review committee recommendation - DALC Staff, DALC Board Member, Lumpkin County Finance, Lumpkin County Planning, Public Works Director, others?*
- July 20: Present PPP recommendation to DALC Board of Directors for consideration and action
- Draft & execute PPP Memorandum of Understanding between DALC & private entity
- Begin drafting broadband project scope of work and grant application in

preparation for the notice of funds from the One Georgia Authority
****The notice of One Georgia funds and grant timeline have not been announced at this time. The schedule may be shifted depending on that announcement.*

**Potential Courses
Of Action & Budget
Impact:**

This is an informational brief and there is no specific action from the BOC required at this time. The One Georgia Authority Fund does require 50% cash match towards the proposed project. As the project evolves, staff will present courses of action and budget impact to the BOC.

Staff Recommendation:

BOC support the Authority issuing the RFP and working with other staff members to select the private partner.



Lumpkin County, Georgia

Special Projects Department

Date: June 1, 2021

Agenda Item: Naming of Commissioners Boardroom in Honor of Dr. David J. Miller

Item Description: Naming of Commissioners Boardroom in Honor of Dr. David J. Miller

Attachments:
Commissioner Miller Plaque

The Dr. David J. Miller
Commissioners' Boardroom

Relief Image Here

Dedicated in memory of Dr. David Miller
Commissioner District 1
January 1, 2017 – May 9, 2021

“Let nothing be done through selfish ambition or conceit, but in lowliness of mind let each esteem others better than himself. Let each of you look out not only for his own interests, but also for the interests of others.”

Philippians 2:3-4