



**LUMPKIN COUNTY**  
**Board of Commissioners**  
*Regular Meeting Agenda*  
**Commissioners Boardroom**  
**99 Courthouse Hill**  
**Dahlonega, GA 30533**

**May 21, 2024**  
**6:00 PM**

- **CALL TO ORDER**
- **INVOCATION**
- **CONSIDERATION OF AGENDA**
- **PUBLIC COMMENTS (Agenda Specific)**
- **PROCLAMATIONS**
  1. National Travel and Tourism Week Joint Proclamation
- **CONSIDERATION OF MINUTES**
  2. Board of Commissioners - Special Called Meeting - April 2, 2024 4:30 PM
  3. Board of Commissioners - Work Session - April 2, 2024 4:00 PM
  4. Board of Commissioners - Public Hearing - April 9, 2024 4:00 PM
  5. Board of Commissioners - Joint Special Called Meeting - April 11, 2024 11:00 AM
  6. Board of Commissioners - Work Session II - April 16, 2024 5:30 PM
  7. Board of Commissioners - Regular Meeting - April 16, 2024 6:00 PM
- **RESOLUTIONS**
  8. 2024-26 Reappoint Members to Library Board of Trustees - *Diane Bates to Seat 3, and Juanita Tipton to Seat 7, both with terms expiring 06/30/2028*
  9. 2024-27 Appoint/Reappoint Members to Board of Tax Assessors - *Daniel Bosanko to Seat 1, and Mickey Clark to Seat 2, both with terms expiring 06/30/2029*
  10. 2024-28 Reappoint Member to AVITA Board - *Barbara Bosanko to Seat 1, with a term expiring 06/30/2027*
  11. 2024-29 GDOT Updated Alcohol & Drug Testing Policy (*Fleet & Transit Division Manager Randy Allison*)
  12. 2024-30 Resolution to Increase Compensation for the Board of Equalization
- **REPORTS**

County Department reports can be viewed on [www.lumpkincounty.gov](http://www.lumpkincounty.gov)
- **ELECTED OFFICIALS**
- **CONTRACTS/AGREEMENTS**

13. 2024-038 City of Sandy Springs Inmate Housing Intergovernmental Agreement (*Sheriff Stacy Jarrard*)
14. 2024-039 Xtra Hands Cleaning Service Contract for Senior Center ( *Senior Center Manager Kim Massey*)
15. 2024-040 Legacy Link Addendum #1 FY-2024 (*Senior Center Manager Kim Massey*)
16. 2024-041 Chick-Fil-A Product Resale Agreement (*Pinetree Recreation Center Manager Jared Ray*)
17. 2024-042 Hazard Mitigation Plan Grant Funding (*EMA Director David Wimpy*)
18. 2024-043 Duplicating Products Contract – Pinetree Recreation Center (*Director of Operations Ashley Peck*)
19. 2024-044 GDOT 5311 FY2025 Transit Grant Award (*Fleet & Transit Division Manager Randy Allison*)
20. 2024-045 Gas South, LLC – Natural Gas for Pinetree Recreation Center (*Finance Director Abby Branan*) **Ratify**

- **OTHER ITEMS**

21. Request for Signage Update - Hwy 400/60 Welcome to Lumpkin County Sign (*Tourism Director Sam McDuffie*)
22. Special Permit Request - Amplified Sound Ordinance

- **COUNTY MANAGER**

- **COUNTY ATTORNEY**

- **COMMISSIONERS**

- **PUBLIC COMMENTS**

- **ADJOURNMENT**



# Lumpkin County, Georgia

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## Board of Commissioners

**Date:** May 21, 2024

**Agenda Item:** National Travel and Tourism Week Joint Proclamation

**Item Description:**

**Facts & Historical  
Information:**

**Potential Courses Of  
Action:**

**Budget Impact:**

**Staff Recommendation:**



# Joint Proclamation

By  
Lumpkin County  
And  
The City of Dahlonega



**WHEREAS;** tourism and travel are essential to the success of every industry and will continue to be a critical part of Dahlonega-Lumpkin County's economy, development, and workforce; and

**WHEREAS;** tourism is an economic powerhouse for every state and destination across the country, with an economic output of \$2.58 trillion and supporting 15 million American jobs; and

**WHEREAS;** tourism and travel had a statewide economic impact of \$73 billion in 2022, which resulted in \$4.7 billion of state and local tax revenues and supported 442,600 jobs statewide; and

**WHEREAS;** locally, visitors spent \$96.4 million and generated \$7.8 million dollars of sales tax for use in our state and local jurisdictions in 2022, which is equivalent to \$702 in tax savings for every household; and

**WHEREAS;** small businesses account for more than 60% of leisure and hospitality employment, and the tourism and travel industry support 950 jobs in our local community; and

**WHEREAS;** tourism is an essential industry, and we must emphasize the benefits tourism provides to our citizens, our small businesses, and our community as a whole.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Dahlonega and Lumpkin County hereby proclaim the week of May 19-25 to be **National Travel and Tourism Week**, and urge the citizens of Dahlonega-Lumpkin County to join us in recognizing the essential role this industry plays in our community.

*Lumpkin County Georgia*

*City of Dahlonega*

\_\_\_\_\_  
Chris Dockery, Chairman

\_\_\_\_\_  
JoAnne Taylor, Mayor

Attest:

Attest:

\_\_\_\_\_  
Melissa Witcher, County Clerk

\_\_\_\_\_  
Mary Csukas, City Clerk





# Lumpkin County, Georgia

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## County Clerk

**Date:**

May 21, 2024

**Agenda Item:**

Board of Commissioners - Special Called Meeting - April 2, 2024 4:30 PM

**Item Description:**

**Facts & Historical  
Information:**

**Potential Courses Of  
Action:**

**Budget Impact:**

**Staff Recommendation:**



**LUMPKIN COUNTY**  
**Board of Commissioners**  
*Special Called Meeting Agenda*  
**Commissioners Boardroom**  
**99 Courthouse Hill**  
**Dahlonega, GA 30533**

**April 2, 2024**  
**4:30 PM**

- **CALL TO ORDER**
- **CONSIDERATION OF AGENDA**
- **RESOLUTIONS**  
2024-23 Resolution Resolving by Mutual Agreement an Understanding of the Union/Lumpkin County Line
- **ADJOURNMENT**

**LUMPKIN COUNTY**  
**Board of Commissioners**  
*Special Called Meeting Minutes*  
**Commissioners Boardroom**  
**99 Courthouse Hill**  
**Dahlonega, GA 30533**



**April 2, 2024**  
**4:30 PM**

**CALL TO ORDER**

The meeting was called to order at 4:50 pm. Present were Chairman Dockery and Commissioners Tucker Greene, Bobby Mayfield, Rhett Stringer, and Jeff Moran.

**CONSIDERATION OF AGENDA**

***Motion:** Commissioner Stringer moved to approve the agenda and was seconded by Commissioner Mayfield. The motion was approved unanimously.*

**RESOLUTIONS**

2024-23 Resolution Resolving by Mutual Agreement an Understanding of the Union/Lumpkin County Line

Chairman Dockery gave a detailed explanation of the research staff conducted and the discussions they had with Union County to finally settle where the Lumpkin-Union county line should be.

***Motion:** Chairman Dockery moved to approve the resolution and was seconded by Commissioner Mayfield. The motion was approved and carried.*

**ADJOURNMENT**

The meeting was adjourned at 5:01 pm.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chris Dockery, Chairman  
Lumpkin County Board of Commissioners

Attest:

\_\_\_\_\_  
Melissa Witcher  
Clerk, Lumpkin County



# Lumpkin County, Georgia

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## County Clerk

**Date:**

May 21, 2024

**Agenda Item:**

Board of Commissioners - Work Session - April 2, 2024 4:00 PM

**Item Description:**

**Facts & Historical  
Information:**

**Potential Courses Of  
Action:**

**Budget Impact:**

**Staff Recommendation:**



**LUMPKIN COUNTY**  
**Board of Commissioners**  
*Work Session Agenda*  
**Commissioners Boardroom**  
**99 Courthouse Hill**  
**Dahlonega, GA 30533**

**April 2, 2024**  
**4:00 PM**

- **CALL TO ORDER**
- **PRESENTATIONS**
  1. Public & Environmental Health Presentation
  2. Enotah CASA Presentation - *Enotah Casa Director Della Lago*
- **MINUTES**
  3. Board of Commissioners - Work Session - March 5, 2024 4:00 PM
  4. Board of Commissioners - Public Hearing - CAM - March 19, 2024 4:00 PM
  5. Board of Commissioners - Work Session II - March 19, 2024 5:30 PM
  6. Board of Commissioners - Regular Meeting - March 19, 2024 6:00 PM
- **RESOLUTIONS**
  7. 2024-17 Appoint Member to Dahlonega-Lumpkin County Visitors Bureau Tourism Board of Directors - *Emily Ponder*
  8. 2024-18 Reappoint Member to Lumpkin County DFACS Board - *Trish Hawkins to Seat 1, with a term expiring 05/31/2029*
  9. 2024-19 Appoint/Reappoint Members to Yahoola Creek Reservoir Property Study Committee - *Tom Lamb to Seat 1, Ben LaChance to Seat 2, Martie Heaton to Seat 3, -- to Seat 4, Steve Gooch to Seat 5, Wyman Walden to Seat 6, and DeEnna Walters to Seat 7 all with terms expiring 05/15/2024*
  10. 2024-20 April Surplus Property (*Finance Director Abby Branan*)
  11. 2024-21 Resolution to Amend the Character Area Map of Lumpkin County (*County Clerk Melissa Witcher*)
  12. 2024-22 Amend the Lumpkin County Private Road Sign Policy & Fee Schedule (*County Manager Alan Ours*)
- **CONTRACTS/AGREEMENTS**
  13. 2024-028 Contract Renewal with Esri for ArcGIS Products (*GIS Administrator Martin Durand*) **Ratify**
  14. 2024-029 Bluebeam Studio Subscription Service Agreement (*GIS Administrator Martin Durand*)
  15. 2024-030 Consideration of Health Insurance Renewal and Other Voluntary Insurance Benefits (*Community & Employee Services Director Alicia Davis*) **Work Session II**
  16. 2024-031 Board of Regents/UGA & Lumpkin County MOU - Extension Service Office (*Finance Director Abby Branan*)
  17. 2024-032 Tebarco Mechanical LLC - Justice Center HVAC Repairs Contract (*Director of Operations Ashley Peck*) **Ratify**

18. 2024-033 Impact Fire Contract - Detention Center Sprinkler System Repairs (*Director of Operations Ashley Peck*) **Ratify**
  19. 2024-034 Fire Station 2 Addition Contract - Crown Service Contractors (*Director of Operations Ashley Peck*)
  20. 2024-035 Falcon Design Consultants, LLC - Engineering Services Contract Renewal (*Director of Operations Ashley Peck*)
  21. 2024-036 American Red Cross Licensed Training Provider Agreement (*Pinetree Recreation Center Manager Jared Ray*)
  22. 2024-037 Coca-Cola Bottling Company Equipment Agreement (*Pinetree Recreation Center Manager Jared Ray*)
- **OTHER ITEMS**
    23. Recycling Update (*Director of Operations Ashley Peck*)
  - **COUNTY MANAGER**
  - **COUNTY ATTORNEY**
  - **COMMISSIONERS**
  - **PUBLIC COMMENT (Agenda Specific)**
  - **ADJOURNMENT**

**LUMPKIN COUNTY**  
**Board of Commissioners**  
*Work Session Minutes*  
**Commissioners Boardroom**  
**99 Courthouse Hill**  
**Dahlonega, GA 30533**



**April 2, 2024**  
**4:00 PM**

**CALL TO ORDER**

**PRESENTATIONS**

1. Public & Environmental Health Presentation
2. Enotah CASA Presentation - Enotah Casa Director Della Lago

**MINUTES**

3. Board of Commissioners - Work Session - March 5, 2024 4:00 PM
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6. Board of Commissioners - Regular Meeting - March 19, 2024 6:00 PM

**RESOLUTIONS**

7. 2024-17 Appoint Member to Dahlonega-Lumpkin County Visitors Bureau Tourism Board of Directors - Emily Ponder
8. 2024-18 Reappoint Member to Lumpkin County DFACS Board - Trish Hawkins to Seat 1, with a term expiring 05/31/2029
9. 2024-19 Appoint/Reappoint Members to Yahoola Creek Reservoir Property Study Committee - Tom Lamb to Seat 1, Ben LaChance to Seat 2, Martie Heaton to Seat 3, -- to Seat 4, Steve Gooch to Seat 5, Wyman Walden to Seat 6, and DeEnna Walters to Seat 7 all with terms expiring 05/15/2024
10. 2024-20 April Surplus Property (Finance Director Abby Branan)  
Consideration of list of County inventory items to be declared surplus.
11. 2024-21 Resolution to Amend the Character Area Map of Lumpkin County (County Clerk Melissa Witcher)  
This is to approve by resolution the changes that were approved to the character area map last month.
12. 2024-22 Amend the Lumpkin County Private Road Sign Policy & Fee Schedule (County Manager Alan Ours)  
This is a request to change the policy to allow signs for private roads that intersect with a County or State Road that are vandalized or stolen to be replaced by Lumpkin County in the interest of public safety and will not exceed once per Calendar year.
13. 2024-24 Appoint Member to Parks & Recreation Citizens Advisory Board - Jessica Tardonia to Seat 3 with an unexpired term ending 12/31/2025  
This is to appoint Jessica Tardonia to Seat 3 with an unexpired term ending 12/31/2025.

**CONTRACTS/AGREEMENTS**

14. 2024-028 Contract Renewal with Esri for ArcGIS Products (GIS Administrator Martin Durand ) Ratify  
Annual subscription service renewal with Esri for the ArcGIS software.
15. 2024-029 Bluebeam Studio Subscription Service Agreement (GIS Administrator Martin Durand)  
This request for consideration is the annual renewal of the Bluebeam subscription service used by the Planning Department, LCWSA, and the Fire Marshal's office for plan review.

16. 2024-030 Consideration of Health Insurance Renewal and Other Voluntary Insurance Benefits (Community & Employee Services Director Alicia Davis) **Work Session II**

17. 2024-031 Board of Regents/UGA & Lumpkin County MOU - Extension Service Office (Finance Director Abby Branan) Consideration of the 2024-2025 Financial Agreement

18. 2024-032 Tebarco Mechanical LLC - Justice Center HVAC Repairs Contract (Director of Operations Ashley Peck) **Ratify**  
Approval of the contract with Tebarco Mechanical LLC for repairs to the HVAC unit at the Justice Center.

19. 2024-033 Impact Fire Contract - Detention Center Sprinkler System Repairs (Director of Operations Ashley Peck) **Ratify**  
Approval of contract with Impact Fire for repairs to the sprinkler system.

20. 2024-034 Fire Station 2 Addition Contract - Crown Service Contractors (Director of Operations Ashley Peck)  
Approval of contract with Crown Service Contractors for the addition at Fire Station 2.

21. 2024-035 Falcon Design Consultants, LLC - Engineering Services Contract Renewal (Director of Operations Ashley Peck)  
Renewal of the Contract with Falcon Design Consultants, LLC for on-call professional engineering services.

22. 2024-036 American Red Cross Licensed Training Provider Agreement (Pinetree Recreation Center Manager Jared Ray)  
This agreement would allow Pinetree Recreation Center to use American Red Cross curriculum and offer classes through ARC. This would allow us to instruct and certify lifeguards, offer swim lessons for the community, and be listed as an ARC facility through their website.

23. 2024-037 Coca-Cola Bottling Company Equipment Agreement (Pinetree Recreation Center Manager Jared Ray)  
The equipment placement agreement allows Coca-Cola to place equipment in the Pinetree Recreation Center for vending and concession coolers.

#### **OTHER ITEMS**

24. Recycling Update (Director of Operations Ashley Peck)

#### **COUNTY MANAGER**

#### **COUNTY ATTORNEY**

#### **COMMISSIONERS**

#### **PUBLIC COMMENT (Agenda Specific)**

#### **ADJOURNMENT**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chris Dockery, Chairman  
Lumpkin County Board of Commissioners

Attest:

\_\_\_\_\_  
Melissa Witcher  
Clerk, Lumpkin County





# Lumpkin County, Georgia

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## County Clerk

**Date:**

May 21, 2024

**Agenda Item:**

Board of Commissioners - Public Hearing - April 9, 2024 4:00 PM

**Item Description:**

**Facts & Historical  
Information:**

**Potential Courses Of  
Action:**

**Budget Impact:**

**Staff Recommendation:**



**LUMPKIN COUNTY**  
**Board of Commissioners**  
*Public Hearing Agenda*  
**Commissioners Boardroom**  
**99 Courthouse Hill**  
**Dahlonega, GA 30533**

**April 9, 2024**  
**4:00 PM**

- **CALL TO ORDER**
- **REVISION - *Chapter 27, Sec. 2.2.3 of the Code of Ordinances (Chart of performance standards).***
  1. Chapter 27, Sec. 2.2.3 of the Code of Ordinances (Chart of performance standards).
- **PUBLIC COMMENT**
- **ADJOURNMENT**

**LUMPKIN COUNTY**  
**Board of Commissioners**  
*Public Hearing Minutes*  
**Commissioners Boardroom**  
**99 Courthouse Hill**  
**Dahlonega, GA 30533**



**April 9, 2024**  
**4:00 PM**

**CALL TO ORDER**

The meeting was called to order at 4:05 pm. Present were Chairman Chris Dockery and Commissioners Tucker Greene, Bobby Mayfield, and Jeff Moran. Commissioner Stringer was present via telephone.

**REVISION - Chapter 27, Sec. 2.2.3 of the Code of Ordinances (Chart of performance standards).**

1. Chapter 27, Sec. 2.2.3 of the Code of Ordinances (Chart of performance standards).

**PUBLIC COMMENT**

Citizen Steve Sylvester, 215 Stancil Dyer Road, said he was disappointed this meeting was advertised the way it was. If this had been advertised as changing the ordinance to allow hotels in restricted development areas, the attendance would have been much greater. This change goes against our Comprehensive Plan and opens up restricted areas to commercial development.

Commissioner Mayfield said Mr. Sylvester raises a good point. This is a complex topic, but will this change allow hotels and motels to come into restricted development areas? Chairman Dockery said he looks at it differently. As you recall, we revised the Land Use Code a couple of years ago and we based everything on a road classification system. We took a long time to go over every type of activity that might come up and how each would fit within local, collector, and arterial roads. Chairman Dockery said places such as Forrest Hills Resort and the Mountain Top Lodge could not exist under the current performance standards chart of the Land Use Code. He thinks it was an unintended consequence of the revisions. Making this change will enhance agritourism and will possibly allow some of these local venues to expand. The Chairman said he doubts that a Ramada Inn will ever want to be built by Turner's Corner because we don't have the infrastructure to support that.

**Motion:** Commissioner Moran moved to approve the revision and was seconded by Commissioner Stringer. Commissioners Greene, Stringer, and Moran were in favor. Commissioner Mayfield was opposed. The motion carried.

**ADJOURNMENT**

**Motion:** Commissioner Mayfield moved to adjourn the meeting and was seconded by Commissioner Moran. The motion was approved unanimously and the meeting ended at 4:18 pm.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chris Dockery, Chairman  
Lumpkin County Board of Commissioners

Attest:

\_\_\_\_\_  
Melissa Witcher  
Clerk, Lumpkin County

Public Hearing  
April 9, 2024



# Lumpkin County, Georgia

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## County Clerk

**Date:** May 21, 2024

**Agenda Item:** Board of Commissioners - Joint Special Called Meeting - April 11, 2024 11:00 AM

**Item Description:**

**Facts & Historical Information:**

**Potential Courses Of Action:**

**Budget Impact:**

**Staff Recommendation:**

**LUMPKIN COUNTY BOARD OF COMMISSIONERS  
AND  
LUMPKIN COUNTY WATER & SEWERAGE AUTHORITY**

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**Joint Special Called Meeting Agenda**

**342 Courthouse Hill, Dahlonega GA**

**Kelley Building Chamber of Commerce Conference Room**

**April 11, 2024**

**11:00 A.M.**

- 1. Welcome and Call to Order - Murl Jones, LCWSA Chairman**
- 2. WTTP Permitting Update and Speaker Introduction – Sean Phipps, LCWSA**
- 3. Yahoola Creek Park Bank Stabilization and Streambank Restoration  
Project – Glen Behrend, RES**
- 4. Break for Lunch**
- 5. Overview of LCWSA Water Shed Protection Plan – Laurie Hawks, Hawks  
Environmental**
- 6. Adjourn**

**LUMPKIN COUNTY**  
**Board of Commissioners**  
*Joint Special Called Meeting Minutes*  
**Kelley Building Chamber of Commerce Conference Room**  
**342 Courthouse Hill**  
**Dahlonega, GA 30533**



**April 11, 2024**  
**11:00 AM**

**CALL TO ORDER**

The meeting was called to order at 11:02 AM. Water & Sewerage Authority Director Sean Phipps began the meeting and introductions. Present were BOC Chairman Chris Dockery and Commissioners Tucker Greene, Bobby Mayfield, Rhett Stringer, and Jeff Moran. Commissioner Stringer arrived at the meeting at 11:07 AM. Also present were members of the Lumpkin County Water & Sewerage Authority and staff.

**OTHER ITEMS**

Water & Sewerage Projects and Wastewater Treatment Plant Update

Mr. Phipps explained the permitting process for the Cane Branch Wastewater Treatment Plant located off of Lumpkin County Park. There are three elements: water quality trade, watershed protection, and engineering to the process. The bid was awarded on April 2 and the construction is scheduled for May 2024 – Summer 2026. The Authority entered into a water trade agreement with Forsyth County in 2022. The Authority has to figure out a way to reduce the water's phosphorus and has 10 years to complete the plan. They believe the Yahoola Creek Park bank stabilization and streambank restoration project will do this. This is a win-win because they have to figure out how to reduce the phosphorus to the amount they need to have the wastewater treatment plant, and they will reduce the amount of erosion that is occurring at the park. They can use the upcoming tap fees from the future plant to assist in the cost of the project.

RES Representative, Glen Behrend, said their company specializes in bank stabilization and restoration. Their conceptual plan is to do a natural channel structure approach. They can use rock boulders or brush to help build up the sides and help direct the water towards the center. They believe they can do the design, permit, and construction in six months. The conceptual cost estimate is currently \$750,000 – \$1,700,000. The amount is very broad because it will depend on the number of materials, inflation, and extent of planting. There are some grants available they will apply for to assist with the cost. This can be paid for in phases rather than all at once.

Mr. Phipps asked if the County sees this as a plausible project. They would no longer need the credits from Forsyth County and would no longer need the contract with them if they could get this project started. Senator Steve Gooch asked if they thought the Department of Natural Resources Environmental Protection Division (EPD) would give them something in writing stating if we proceed with the project, they will no longer require us to get the credits from Forsyth County and this would count as our credits. Ms. Laurie Hawks responded there should be no problem. Senator Gooch asked if you could still access the creek to those areas and do the project at the same time. Mr. Behrend confirmed you can still have access to the water and you will have low plantings in areas that are safe to access.

BOC Chairman Chris Dockery said the erosion in the park has always been an issue. They mention monitoring and he assumes that will be the responsibility of the Water Department, another question is what do they anticipate for long-term maintenance along the creek banks? Are there any alternatives that might be more cost-effective?

Mr. Behrend responded if they kept the logs wet, they would stay for decades. They have found this to be the most cost-effective. A lot of the stabilization with the brush is temporary until you get the vegetation growing and established. Chairman Dockery asked are you going to constantly go there if there is a lot of rain? Mr. Behrend responded yes, there will always be maintenance because there is no way to keep it from being maintenance-free. Chairman Dockery asked if they do the construction and Mr. Behrend responded yes, they are a full-service company. Commissioner Moran asked if the field they are turfing would assist with the phosphorus. Mr. Phipps responded affirmatively because there would not be as much fertilizer and chemicals being washed down in the water.

Break at 12:07 - 12:26 pm.

The watershed protection plan must be adopted by the W&S Authority and the BOC. The intent is to operate the plant at the current water levels. The plan has to be adopted and approved by the EPD. There will be two ordinances that will have to be adopted; a stormwater ordinance and a post-development ordinance.

Commissioner Stringer asked if there was enough time to go back and forth with EPD. Ms. Hawks said EPD is pretty backed up so they would need to meet with them before submitting the plan to answer any questions. Chairman Dockery asked if there was anything that could be done to reduce the buffer. She said it is possible that if you do this, you may be able to reduce the buffer. Mr. Phipps said the watershed protection area map was created and approved by EPD but it may be more reasonable to change the map and they can do that.

Chairman Dockery asked if the watershed protection plan needed to overlap the sewer service area and Ms. Hawk affirmed. You must overlap the sewer service area with the watershed protection plan. The watershed protection plan could be larger than the sewer service area as long as it covers all of the sewer service area. Mr. Phipps said adopting the watershed protection plan ordinance and post-construction stormwater ordinance should be done sooner rather than later. They will provide maps to the BOC and W&S Authority of the impacted area of the ordinance. Chairman Dockery asked for the minimum standards required by EPD, so they will have a baseline to show the constituents what that minimum is. They will be able to show this is the minimum that we have to satisfy and then these are the recommendations we are going to pass to meet those requirements.

#### **ADJOURNMENT**

The meeting was adjourned at 1:42 pm.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chris Dockery, Chairman  
Lumpkin County Board of Commissioners

Attest:

\_\_\_\_\_  
Melissa Witcher  
Clerk, Lumpkin County



# Lumpkin County, Georgia

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## County Clerk

**Date:**

May 21, 2024

**Agenda Item:**

Board of Commissioners - Work Session II - April 16, 2024 5:30 PM

**Item Description:**

**Facts & Historical  
Information:**

**Potential Courses Of  
Action:**

**Budget Impact:**

**Staff Recommendation:**





**LUMPKIN COUNTY**  
**Board of Commissioners**  
*Work Session II Agenda*  
**Commissioners Boardroom**  
**99 Courthouse Hill**  
**Dahlonega, GA 30533**

**April 16, 2024**  
**5:30 PM**

- **CALL TO ORDER**
- **PRESENTATIONS**
  1. Employee Health Insurance Renewal and Other Voluntary Insurance Benefits Update (*Turner Wood & Smith*)
- **CONSIDERATION OF MINUTES**
  2. Board of Commissioners - Work Session - March 5, 2024 4:00 PM
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- **CONTRACTS/AGREEMENTS**
  13. 2024-028 Contract Renewal with Esri for ArcGIS Products (*GIS Administrator Martin Durand*) **Ratify**
  14. 2024-029 Bluebeam Studio Subscription Service Agreement (*GIS Administrator Martin Durand*) **Ratify**
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21. 2024-037 Coca-Cola Bottling Company Equipment Agreement (*Pinetree Recreation Center Manager Jared Ray*)

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

**LUMPKIN COUNTY**  
**Board of Commissioners**  
**Work Session II Minutes**  
**Commissioners Boardroom**  
**99 Courthouse Hill**  
**Dahlonega, GA 30533**



**April 16, 2024**  
**5:30 PM**

**CALL TO ORDER**

The meeting was called to order at 5:30 pm. Present were Chairman Chris Dockery and Commissioners Tucker Greene, Bobby Mayfield, Rhett Stringer, and Jeff Moran.

**PRESENTATIONS**

1. Employee Health Insurance Renewal and Other Voluntary Insurance Benefits Update (Turner Wood & Smith)

Turner, Wood, & Smith representative Rob Fowler gave a presentation on the employee health insurance renewal. He said the outlook is favorable and claims have continued to trend downward. The employee's voluntary disability and life insurance, as well as the dental insurance, will be changing from Aflac and Lincoln Dental to The Hartford.

**CONSIDERATION OF MINUTES**

2. Board of Commissioners - Work Session - March 5, 2024 4:00 PM

3. Board of Commissioners - Public Hearing - CAM - March 19, 2024 4:00 PM

4. Board of Commissioners - Work Session II - March 19, 2024 5:30 PM

5. Board of Commissioners - Regular Meeting - March 19, 2024 6:00 PM

**RESOLUTIONS**

6. 2024-17 Appoint Member to Dahlonega-Lumpkin County Visitors Bureau Tourism Board of Directors - Emily Ponder

7. 2024-18 Reappoint Member to Lumpkin County DFACS Board - Trish Hawkins to Seat 1, with a term expiring 05/31/2029

8. 2024-19 Appoint/Reappoint Members to Yahoola Creek Reservoir Property Study Committee - Tom Lamb to Seat 1, Ben LaChance to Seat 2, Martie Heaton to Seat 3, Steve Gooch to Seat 5, Wyman Walden to Seat 6, and DeEnna Walters to Seat 7 all with terms expiring 05/15/2025

9. 2024-20 April Surplus Property (Finance Director Abby Branan)

Consideration of list of County inventory items to be declared surplus.

10. 2024-21 Resolution to Amend the Character Area Map of Lumpkin County (County Clerk Melissa Witcher)

This is to approve by resolution the changes that were approved to the character area map last month.

11. 2024-22 Amend the Lumpkin County Private Road Sign Policy & Fee Schedule (County Manager Alan Ours)

This is a request to change the policy to allow signs for private roads that intersect with a County or State Road that are vandalized or stolen to be replaced by Lumpkin County in the interest of public safety and will not exceed once per Calendar year.

12. 2024-24 Appoint Member to Parks & Recreation Citizens Advisory Board - Jessica Tardonía to Seat 3 of an unexpired term ending 12/31/2025

**CONTRACTS/AGREEMENTS**

13. 2024-028 Contract Renewal with Esri for ArcGIS Products (GIS Administrator Martin Durand ) Ratify

Annual subscription service renewal with Esri for the ArcGIS software.

14. 2024-029 Bluebeam Studio Subscription Service Agreement (GIS Administrator Martin Durand ) Ratify

This request for consideration is the annual renewal of the Bluebeam subscription service used by the Planning Department, LCWSA, and the Fire Marshal's office for plan review.

Work Session II

April 16, 2024

14. 2024-031 Board of Regents/UGA & Lumpkin County MOU - Extension Service Office (Finance Director Abby Branan)  
Consideration of the 2024-2025 Financial Agreement.

15. 2024-032 Tebarco Mechanical LLC - Justice Center HVAC Repairs Contract (Director of Operations Ashley Peck) **Ratify**  
Approval of the contract with Tebarco Mechanical LLC for repairs to the HVAC unit at the Justice Center.

16. 2024-033 Impact Fire Contract - Detention Center Sprinkler System Repairs (Director of Operations Ashley Peck) **Ratify**  
Approval of contract with Impact Fire for repairs to the sprinkler system.

17. 2024-034 Fire Station 2 Addition Contract - Crown Service Contractors (Director of Operations Ashley Peck) **Ratify**  
Approval of contract with Crown Service Contractors for the addition at Fire Station 2.

18. 2024-035 Falcon Design Consultants, LLC - Engineering Services Contract Renewal (Director of Operations Ashley Peck)  
Renewal of the contract with Falcon Design Consultants, LLC for on-call professional engineering services.

19. 2024-036 American Red Cross Licensed Training Provider Agreement (Pinetree Recreation Center Manager Jared Ray)  
This agreement would allow Pinetree Recreation Center to use the American Red Cross curriculum and offer classes through ARC. This would allow us to instruct and certify lifeguards, offer swim lessons for the community, and be listed as an ARC facility through their website.

20. 2024-037 Coca-Cola Bottling Company Equipment Agreement (Pinetree Recreation Center Manager Jared Ray)  
The equipment placement agreement allows Coca-Cola to place equipment in the Pinetree Recreation Center for vending and concession coolers.

## **COUNTY MANAGER**

## **COUNTY ATTORNEY**

## **COMMISSIONERS**

Commissioner Greene said the new pool at Pinetree Recreation Center is in the process of getting filled, and he is excited for it to be opening later this spring.

Commissioner Mayfield thanked Charles Trammell for his efforts in working with GDOT to obtain grant funding for a new roundabout for the Auraria Road & Burnt Stand Road intersection. He also said it was exciting that the new Northeast Georgia Medical Center has finally opened on GA 400, and he shared that the Board of Education recently recognized the Board of Commissioners for being a partner in education.

Chairman Dockery asked for Jared Ray, the Pinetree Recreation Center Manager, to give an update on the opening of the facility. Mr. Ray said the facility is slated to open Memorial Day weekend, and there will be fun activities, music, and food. If people are interested in signing up for swim lessons, registration is already open on the Park & Rec website.

## **PUBLIC COMMENT (Agenda Specific)**

## **ADJOURNMENT**

The meeting was adjourned at 5:51 pm.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chris Dockery, Chairman  
Lumpkin County Board of Commissioners

Attest:

\_\_\_\_\_  
Melissa Witcher  
Clerk, Lumpkin County



# Lumpkin County, Georgia

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## County Clerk

**Date:** May 21, 2024

**Agenda Item:** Board of Commissioners - Regular Meeting - April 16, 2024 6:00 PM

**Item Description:**

**Facts & Historical Information:**

**Potential Courses Of Action:**

**Budget Impact:**

**Staff Recommendation:**



**LUMPKIN COUNTY**  
**Board of Commissioners**  
*Regular Meeting Agenda*  
**Commissioners Boardroom**  
**99 Courthouse Hill**  
**Dahlonega, GA 30533**

**April 16, 2024**  
**6:00 PM**

- **CALL TO ORDER**
- **INVOCATION**
- **CONSIDERATION OF AGENDA**
- **PUBLIC COMMENTS (Agenda Specific)**
- **CONSIDERATION OF MINUTES**
  1. Board of Commissioners - Work Session - March 5, 2024 4:00 PM
  2. Board of Commissioners - Public Hearing - CAM - March 19, 2024 4:00 PM
  3. Board of Commissioners - Work Session II - March 19, 2024 5:30 PM
  4. Board of Commissioners - Regular Meeting - March 19, 2024 6:00 PM
- **RESOLUTIONS**
  5. 2024-17 Appoint Member to Dahlonega-Lumpkin County Visitors Bureau Tourism Board of Directors - *Emily Ponder*
  6. 2024-18 Reappoint Member to Lumpkin County DFACS Board - *Trish Hawkins to Seat 1, with a term expiring 05/31/2029*
  7. 2024-19 Appoint/Reappoint Members to Yahoola Creek Reservoir Property Study Committee - *Tom Lamb to Seat 1, Ben LaChance to Seat 2, Martie Heaton to Seat 3, Steve Gooch to Seat 5, Wyman Walden to Seat 6, and DeEnna Walters to Seat 7 all with terms expiring 05/15/2024*
  8. 2024-20 April Surplus Property (*Finance Director Abby Branan*)
  9. 2024-21 Resolution to Amend the Character Area Map of Lumpkin County (*County Clerk Melissa Witcher*)
  10. 2024-22 Amend the Lumpkin County Private Road Sign Policy & Fee Schedule (*County Manager Alan Ours*)
  11. 2024-24 Appoint Member to Parks & Recreation Citizens Advisory Board - *Jessica Tardonia to Seat 3 of an unexpired term ending 12/31/2025*
- **REPORTS**

County Department reports can be viewed on [www.lumpkincounty.gov](http://www.lumpkincounty.gov)
- **ELECTED OFFICIALS**
- **CONTRACTS/AGREEMENTS**
  12. 2024-028 Contract Renewal with Esri for ArcGIS Products (*GIS Administrator Martin Durand*) **Ratify**
  13. 2024-029 Bluebeam Studio Subscription Service Agreement (*GIS Administrator Martin Durand*) **Ratify**
  14. 2024-031 Board of Regents/UGA & Lumpkin County MOU - Extension Service Office (*Finance Director Abby Branan*)

15. 2024-032 Tebarco Mechanical LLC - Justice Center HVAC Repairs Contract (*Director of Operations Ashley Peck*) **Ratify**
16. 2024-033 Impact Fire Contract - Detention Center Sprinkler System Repairs (*Director of Operations Ashley Peck*) **Ratify**
17. 2024-034 Fire Station 2 Addition Contract - Crown Service Contractors (*Director of Operations Ashley Peck*) **Ratify**
18. 2024-035 Falcon Design Consultants, LLC - Engineering Services Contract Renewal (*Director of Operations Ashley Peck*)
19. 2024-036 American Red Cross Licensed Training Provider Agreement (*Pinetree Recreation Center Manager Jared Ray*)
20. 2024-037 Coca-Cola Bottling Company Equipment Agreement (*Pinetree Recreation Center Manager Jared Ray*)

- **COUNTY MANAGER**
- **COUNTY ATTORNEY**
- **COMMISSIONERS**
- **PUBLIC COMMENTS**
- **EXECUTIVE SESSION - Potential Land Acquisition**
- **ADJOURNMENT**

**LUMPKIN COUNTY**  
**Board of Commissioners**  
*Regular Meeting Minutes*  
**Commissioners Boardroom**  
**99 Courthouse Hill**  
**Dahlonega, GA 30533**



**April 16, 2024**  
**6:00 PM**

**CALL TO ORDER**

The meeting was called to order at 6:00 pm. Present were Chairman Chris Dockery and Commissioners Tucker Greene, Bobby Mayfield, Rhett Stringer, and Jeff Moran.

**INVOCATION**

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

**CONSIDERATION OF AGENDA**

**Motion:** Commissioner Moran moved to approve the agenda and was seconded by Commissioner Greene. The motion was approved unanimously.

**PUBLIC COMMENTS (Agenda Specific)**

**CONSIDERATION OF MINUTES**

1. Board of Commissioners - Work Session - March 5, 2024 4:00 PM
2. Board of Commissioners - Public Hearing - CAM - March 19, 2024 4:00 PM
3. Board of Commissioners - Work Session II - March 19, 2024 5:30 PM
4. Board of Commissioners - Regular Meeting - March 19, 2024 6:00 PM

**Motion:** Commissioner Moran moved to approve the minutes by acclamation and was seconded by Commissioner Greene. The motion was approved and carried.

**RESOLUTIONS**

5. 2024-17 Appoint Member to Dahlonega-Lumpkin County Visitors Bureau Tourism Board of Directors - Emily Ponder

**Motion:** Chairman Dockery moved to appoint Emily Ponder and was seconded by Commissioner Moran. The motion was approved unanimously.

6. 2024-18 Reappoint Member to Lumpkin County DFACS Board - Trish Hawkins to Seat 1, with a term expiring 05/31/2029

**Motion:** Chairman Dockery moved to appoint Trish Hawkins to seat 1 with a term expiring 5/31/2029. Commissioner Greene seconded the motion, which was approved and carried.

7. 2024-19 Appoint/Reappoint Members to Yahoola Creek Reservoir Property Study Committee - Tom Lamb to Seat 1, Ben LaChance to Seat 2, Martie Heaton to Seat 3, Steve Gooch to Seat 5, Wyman Walden to Seat 6, and DeEnna Walters to Seat 7 all with terms expiring 05/15/2025

**Motion:** Chairman Dockery made a motion to approve the nominees by acclamation, and he was seconded by Commissioner Moran. The motion was approved and carried.

8. 2024-20 April Surplus Property (Finance Director Abby Branan)  
Consideration of list of County inventory items to be declared surplus.

**Motion:** Commissioner Stringer moved to approve the resolution and was seconded by Commissioner Greene. The motion was approved unanimously.



9. 2024-21 Resolution to Amend the Character Area Map of Lumpkin County (County Clerk Melissa Witcher)

This is to approve by resolution the changes that were approved to the character area map last month.

**Motion:** Commissioner Greene moved to approve the resolution and was seconded by Commissioner Stringer. The motion was approved unanimously.

10. 2024-22 Amend the Lumpkin County Private Road Sign Policy & Fee Schedule (County Manager Alan Ours)

This is a request to change the policy to allow signs for private roads that intersect with a County or State Road that are vandalized or stolen to be replaced by Lumpkin County in the interest of public safety and will not exceed once per Calendar year.

**Motion:** Commissioner Mayfield moved to approve the resolution which was seconded by Commissioner Greene. The motion was approved and carried.

11. 2024-24 Appoint Member to Parks & Recreation Citizens Advisory Board - Jessica Tardonia to Seat 3 of an unexpired term ending 12/31/2025

**Motion:** Chairman Dockery moved to appoint Jessica Tardonia to Seat 3 with an unexpired term ending 12/31/2025. The motion was approved unanimously.

## REPORTS

County Department reports can be viewed on [www.lumpkincounty.gov](http://www.lumpkincounty.gov)

## ELECTED OFFICIALS

## CONTRACTS/AGREEMENTS

12. 2024-028 Contract Renewal with Esri for ArcGIS Products (GIS Administrator Martin Durand) **Ratify**

Annual subscription service renewal with Esri for the ArcGIS software.

**Motion:** Commissioner Mayfield moved to approve the contract which was seconded by Commissioner Moran. The motion was approved unanimously.

13. 2024-029 Bluebeam Studio Subscription Service Agreement (GIS Administrator Martin Durand) **Ratify**

This request for consideration is the annual renewal of the Bluebeam subscription service used by the Planning Department, LCWSA, and the Fire Marshal's office for plan review.

**Motion:** Commissioner Mayfield moved to approve the contract and was seconded by Commissioner Greene. The motion was approved unanimously.

14. 2024-031 Board of Regents/UGA & Lumpkin County MOU - Extension Service Office (Finance Director Abby Branan)  
Consideration of the 2024-2025 Financial Agreement

**Motion:** Commissioner Greene moved to approve the agreement which was seconded by Commissioner Mayfield. The motion was approved unanimously.

15. 2024-032 Tebarco Mechanical LLC - Justice Center HVAC Repairs Contract (Director of Operations Ashley Peck) **Ratify**  
Approval of the contract with Tebarco Mechanical LLC for repairs to the HVAC unit at the Justice Center.

**Motion:** Commissioner Mayfield moved to approve the contract and was seconded by Commissioner Moran. The motion was approved unanimously.

16. 2024-033 Impact Fire Contract - Detention Center Sprinkler System Repairs (Director of Operations Ashley Peck) **Ratify**  
Approval of contract with Impact Fire for repairs to the sprinkler system.

**Motion:** Commissioner Mayfield moved to approve the contract and was seconded by Commissioner Greene. The motion was approved unanimously.

Regular Meeting

April 16, 2024

2

17. 2024-034 Fire Station 2 Addition Contract - Crown Service Contractors (Director of Operations Ashley Peck) Ratify  
Approval of contract with Crown Service Contractors for the addition at Fire Station 2.

**Motion:** Commissioner Moran moved to approve the contract and was seconded by Commissioner Stringer. The motion was approved unanimously.

18. 2024-035 Falcon Design Consultants, LLC - Engineering Services Contract Renewal (Director of Operations Ashley Peck)  
Renewal of the Contract with Falcon Design Consultants, LLC for on-call professional engineering services.

**Motion:** Commissioner Greene moved to approve the contract and was seconded by Commissioner Moran. The motion was approved and carried.

19. 2024-036 American Red Cross Licensed Training Provider Agreement (Pinetree Recreation Center Manager Jared Ray)  
This agreement would allow Pinetree Recreation Center to use American Red Cross curriculum and offer classes through ARC. This would allow us to instruct and certify lifeguards, offer swim lessons for the community, and be listed as an ARC facility through their website.

**Motion:** Commissioner Moran moved to approve the agreement and was seconded by Commissioner Greene. The motion was approved unanimously.

20. 2024-037 Coca-Cola Bottling Company Equipment Agreement (Pinetree Recreation Center Manager Jared Ray)  
The equipment placement agreement allows Coca-Cola to place equipment in the Pinetree Recreation Center for vending and concession coolers.

**Motion:** Commissioner Mayfield moved to approve the agreement and was seconded by Commissioner Greene. The motion was approved and carried.

## COUNTY MANAGER

## COUNTY ATTORNEY

## COMMISSIONERS

## PUBLIC COMMENTS

Citizen Steve Sylvester commented on the April 9th public hearing regarding Chapter 27 changes. He said the way this meeting was advertised and conducted was the opposite of transparent. The notice advertising the hearing was vague and did not specify which part of the chart of performance standards was being changed, despite that section being 14 pages long. Mr. Sylvester said no one knew that the proposed changes would allow hotels and motels in restricted development areas, and this is contrary to the spirit of the Comprehensive Plan. Only five citizens attended this public hearing and Mr. Sylvester said he was the only one to make a comment. He continued and said agritourism is not the same as the wedding centers and event venues run by wineries. Mr. Sylvester requested for the BOC to rescind the vote made at the April 9th hearing and to schedule a more transparent public hearing when people are able to easily attend. This would help restore trust and transparency with the process, he said.

## EXECUTIVE SESSION - Potential Land Acquisition

**Motion:** Commissioner Mayfield moved to enter executive session at 6:17 pm, and was seconded by Commissioner Stringer. The motion was approved and carried.

**Motion:** Commissioner Greene moved to exit executive session and re-enter regular session at 6:59 pm, and his motion was seconded by Commissioner Moran.

There were no announcements from executive session.

## ADJOURNMENT

**Motion :** Chairman Dockery moved to adjourn the meeting and was seconded by Commissioner Moran. The motion was approved unanimously, and the meeting adjourned at 7:00 pm.

Regular Meeting

April 16, 2024

3

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Date

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Chris Dockery, Chairman  
Lumpkin County Board of Commissioners

Attest:

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Melissa Witcher  
Clerk, Lumpkin County



# Lumpkin County, Georgia

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## Board of Commissioners

**Date:** May 21, 2024

**Agenda Item:** 2024-26 Reappoint Members to Library Board of Trustees - *Diane Bates to Seat 3, and Juanita Tipton to Seat 7, both with terms expiring 06/30/2028*

**Item Description:**

**Facts & Historical Information:**

**Potential Courses Of Action:**

**Budget Impact:**

**Staff Recommendation:**

**LUMPKIN COUNTY RESOLUTION NO. 2024-26**

**A RESOLUTION TO APPOINT MEMBERS  
TO THE  
LUMPKIN COUNTY LIBRARY BOARD OF TRUSTEES**

**Whereas**, the Lumpkin County Board of Commissioners desires to reappoint two members to the Lumpkin County Library Board of Trustees to serve in Seat 3 and Seat 7 for an additional term;

**Now, therefore, it is hereby resolved** that the following persons are reappointed to the Lumpkin County Library Board of Trustees for the seats and terms provided below:

| <u><b>Name</b></u>    | <u><b>Seat</b></u> | <u><b>Term</b></u>                   |
|-----------------------|--------------------|--------------------------------------|
| <b>Diane Bates</b>    | <b>3</b>           | <b>July 1, 2024 to June 30, 2028</b> |
| <b>Juanita Tipton</b> | <b>7</b>           | <b>July 1, 2024 to June 30, 2028</b> |

**Resolved, adopted and effective** this 21st day of May, 2024.

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Chris Dockery, Chairman  
Lumpkin County Board of Commissioners

Attest:

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Melissa Z. Witcher  
Lumpkin County Clerk



# Lumpkin County, Georgia

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## Board of Commissioners

**Date:** May 21, 2024

**Agenda Item:** 2024-27 Appoint/Reappoint Members to Board of Tax Assessors - *Daniel Bosanko to Seat 1, and Mickey Clark to Seat 2, both with terms expiring 06/30/2029*

**Item Description:**

**Facts & Historical Information:**

**Potential Courses Of Action:**

**Budget Impact:**

**Staff Recommendation:**

**LUMPKIN COUNTY RESOLUTION NO. 2024-27**

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

**Whereas**, the Lumpkin County Board of Commissioners desires to reappoint a member to the Lumpkin County Board of Tax Assessors to serve for an additional term in Seat 1, and appoint a new member to serve in Seat 2;

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

| <u><b>Name</b></u> | <u><b>Seat</b></u> | <u><b>Term Beginning</b></u> | <u><b>Term Expiration</b></u> |
|--------------------|--------------------|------------------------------|-------------------------------|
| Daniel Bosanko     | 1                  | July 1, 2024                 | June 30, 2029                 |
| Mickey Clark       | 2                  | July 1, 2024                 | June 30, 2029                 |

**Resolved, adopted and effective** this 21st day of May, 2024.

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Chris Dockery, Chairman  
Lumpkin County Board of Commissioners

Attest:

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Melissa Z. Witcher  
Lumpkin County Clerk



# Lumpkin County, Georgia

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## Board of Commissioners

**Date:** May 21, 2024

**Agenda Item:** 2024-28 Reappoint Member to AVITA Board - *Barbara Bosanko to Seat 1, with a term expiring 06/30/2027*

**Item Description:**

**Facts & Historical Information:**

**Potential Courses Of Action:**

**Budget Impact:**

**Staff Recommendation:**



**LUMPKIN COUNTY RESOLUTION NO. 2024 -28**

**A RESOLUTION TO REAPPOINT A MEMBER TO THE  
AVITA COMMUNITY PARTNERS BOARD**

**Whereas**, the Lumpkin County Board of Commissioners desires to reappoint a member of the AVITA Community Partners Board whose term is expiring June 30, 2024;

**Now therefore, it is hereby resolved** that Barbara Bosanko is reappointed to the AVITA Community Partners Board for a term beginning July 1, 2024 and ending June 30, 2027.

**Resolved, adopted and effective** this 21st day of May, 2024.

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Chris Dockery, Chairman  
Lumpkin County Board of Commissioners

Attest:

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Melissa Witcher  
Lumpkin County Clerk



# Lumpkin County, Georgia

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## Public Works

|                                            |                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Date:</b>                               | May 21, 2024                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Agenda Item:</b>                        | 2024-29 GDOT Updated Alcohol & Drug Testing Policy ( <i>Fleet &amp; Transit Division Manager Randy Allison</i> )                                                                                                                                                                                                                                                                                    |
| <b>Item Description:</b>                   | This is the current GDOT FFY2025 Drug and Alcohol testing policy for transit systems in accordance with 49 CFR Part 40.                                                                                                                                                                                                                                                                             |
| <b>Facts &amp; Historical Information:</b> | This GDOT policy updates every three years. Lumpkin county transit historically follows the guidelines outlined in this policy as a requirement to receive 5311 grant funding.                                                                                                                                                                                                                      |
| <b>Potential Courses Of Action:</b>        | <ul style="list-style-type: none"><li>A. Adopt this policy as written and lumpkin county transit will continue to operate and receive 5311 grant funding.</li><li>B. Do not adopt the policy as written and lumpkin county transit will no longer receive the 5311 grant after FFY2024.</li><li>C. Lumpkin County would totally fund the transit system without state or federal funding.</li></ul> |
| <b>Budget Impact:</b>                      | There would be no budget impact.                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Staff Recommendation:</b>               | Staff recommends course of action A; adopt the policy as written.                                                                                                                                                                                                                                                                                                                                   |

**Lumpkin County Resolution No. 2024-29**

**A Resolution to Approve and Adopt Amendments  
to the  
Lumpkin County Transit System Zero Tolerance Drug and Alcohol Testing Policy**

**Whereas**, the Georgia Department of Transportation (GDOT) requires that all transit system or transportation agencies receiving funds under 49 USC Section 5311 revise any existing drug and alcohol testing policies to comply with the most recent revisions to 49 CFR Part 40; and

**Whereas**, Lumpkin County is a recipient of funds under 49 USC Section 5311 and desires to remain in compliance by updating its transit system drug and alcohol testing policy;

**Now, therefore, it is resolved** that the Lumpkin County Transit System Zero Tolerance Drug and Alcohol Testing Policy as adopted by Lumpkin County Resolution No. 2018-03 shall be and is hereby updated as set forth in the Drug and Alcohol Testing Policy attached hereto as Exhibit “A,” which is by reference fully incorporated herein; and

**It is further resolved** that the updated policy shall supersede and replace the policy adopted by Lumpkin County Resolution No. 2018-03;

**Resolved, adopted and effective** this 21st day of May, 2024.

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Chris Dockery, Chairman  
Lumpkin County Board of Commissioners

Attest:

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Melissa Z. Witcher  
Lumpkin County Clerk

**DRUG AND ALCOHOL TESTING POLICY**  
**LUMPKIN COUNTY TRANSIT**  
**Adopted as of [MONTH DD, YEAR]**

**A. PURPOSE**

- 1) The LUMPKIN COUNTY TRANSIT provides public transit and paratransit services for the residents of LUMPKIN COUNTY. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, LUMPKIN COUNTY TRANSIT declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.
- 2) Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. Covered employees shall abide by the terms of this policy statement as a condition of employment. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates drug and alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result, or a refusal to test. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of specimens for drug and alcohol testing.
- 3) Any provisions set forth in this policy that are included under the sole authority of LUMPKIN COUNTY TRANSIT and are not provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of LUMPKIN COUNTY TRANSIT will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

**B. APPLICABILITY**

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time) when performing safety sensitive duties. See Attachment A for a list of employees and the authority under which they are included.

A safety-sensitive function is operation of public transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue

service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, persons controlling the dispatch or movement of revenue service vehicles and any transit employee who operates a non-revenue service vehicle that requires a Commercial Driver's License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

### **C. DEFINITIONS**

*Accident:* An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:

- a. An individual dies;
- b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

*Adulterated specimen:* A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

*Alcohol:* The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

*Alcohol Concentration:* Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

*Aliquot:* A fractional part of a specimen used for testing, It is taken as a sample representing the whole specimen.

*Alternate specimen:* An authorized specimen, other than the type of specimen previously collected or attempted to be collected.

*Canceled Test:* A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is cancelled. A canceled test is neither positive nor negative.

*Collection Site:* A place selected by the employer where employees present themselves for the purpose of providing a specimen for a drug test.

*Confirmatory Drug Test:* A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify a specific drug or drug metabolite.

*Confirmatory Validity Test:* A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

*Covered Employee Under FTA Authority:* An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

*Cutoff:* The analytical value (e.g., drug or drug metabolite concentration) used as the decision point to determine a result (e.g., negative, positive, adulterated, invalid, or substituted) or the need for further testing.

*Designated Employer Representative (DER):* An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

*DOT, The Department, DOT Agency:* These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG), in the Department of Homeland Security, is considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency.

*Dilute specimen:* A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

*Disabling damage:* Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

*Employee:* Any person who is designated in a DOT agency regulation as subject to drug testing and/or alcohol testing. The term includes individuals currently performing safety-sensitive functions designated in DOT agency regulations and applicants for employment subject to pre-employment testing. For purposes of drug testing under 49 CFR Part 40, the term employee has the same meaning as the term “donor” as found on CCF and related guidance materials produced by the Department of Health and Human Services.

*Evidential Breath Testing Device (EBT):* A device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations, and appears on ODAPC’s Web page for “Approved Evidential Breath Measurement Devices” because it conforms with the model specifications available from NHTSA.

*Initial Drug Test:* The first test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

*Initial Specimen Validity Test:* The first test used to determine if a specimen is adulterated, diluted, substituted, or invalid

*Invalid Result:* The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

*Laboratory:* Any U.S. laboratory certified by HHS under the National Laboratory Certification Program as meeting the minimum standards of HHS; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under 49 CFR Part 40.

*Limit of Detection (LOD):* The lowest concentration at which the analyte (e.g., drug or drug metabolite) can be identified.

*Limit of Quantification (LOQ):* For quantitative assays, the lowest concentration at which the identity and concentration of the analyte (e.g., drug or drug metabolite) can be accurately established.

*Medical Review Officer (MRO):* A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

*Negative Dilute:* A drug test result which is negative for the five drug/drug metabolites but has creatinine and specific gravity values that are lower than expected for human urine.

*Negative result:* The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen. An alcohol concentration of less than 0.02 BAC is a negative test result.

*Non-negative specimen:* A specimen that is reported as adulterated, substituted, positive (for drug(s) or drug metabolite(s)), or invalid.

*Oral Fluid Specimen:* A specimen that is collected from an employee's oral cavity and is a combination of physiological fluids produced primarily by the salivary glands. An oral fluid specimen is considered to be a direct observation collection for all purposes of 49 CFR Part 40, as amended.

*Oxidizing Adulterant:* A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.

*Performing (a safety-sensitive function):* A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

*Positive result:* The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.



*Primary specimen:* In drug testing, the specimen bottle that is opened and tested by a first laboratory to determine whether the employee has a drug or drug metabolite in his or her system; and for the purpose of specimen validity testing. The primary specimen is the portion of the donor's subdivided specimen designated as the primary ("A") specimen by the collector to distinguish it from the split ("B") specimen, as defined in 49 CFR Part 40, as amended.

*Prohibited drug:* Identified as marijuana, cocaine, opioids, amphetamines, or phencyclidine as specified in 49 CFR Part 40, as amended.

*Reconfirmed:* The result reported for a split (Bottle B) specimen when the second HHS-certified laboratory corroborates the original result reported for the primary (Bottle A) specimen.

*Rejected for Testing:* The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

*Revenue Service Vehicles:* All transit vehicles that are used for passenger transportation service.

*Safety-sensitive functions:* Employee duties identified as:

- (1) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
- (2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
- (3) Maintaining a revenue service vehicle or equipment used in revenue service.
- (4) Controlling dispatch or movement of a revenue service vehicle and
- (5) Carrying a firearm for security purposes.

*Specimen:* Fluid, breath, or other material collected from an employee at the collection site for the purpose of a drug or alcohol test.

*Specimen Bottle:* The bottle that, after being sealed and labeled according to the procedures in 49 CFR Part 40, is used to hold a primary ("A") or split ("B") specimen during the transportation to the laboratory. In the context of oral fluid testing, it may be referred to as a "vial," "tube," or "bottle."

*Split Specimen:* In drug testing, the specimen that is sent to a first laboratory and stored with its original seal intact, and which is transported to a second laboratory for retesting at the employee's request following MRO verification of the primary specimen as positive, adulterated or substituted.

*Split specimen collection:* A collection in which the single specimen collected is divided into two separate specimen bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

*Substance Abuse Professional (SAP):* A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at <https://www.transportation.gov/odapc/sap>) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

*Substituted specimen:* An employee's specimen not consistent with a normal human specimen, as determined by HHS (e.g., a urine specimen, with creatinine and specific gravity values that are so diminished, or so divergent that they are not consistent with normal human urine).

*Test Refusal:* The following are considered a refusal to test if the employee:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
- (2) Fail to remain at the collection site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to attempt to provide a specimen. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine collection in a drug test, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient quantity of specimen without a valid medical explanation.
- (6) Fail or decline to take an additional test as directed by the collector or the employer for drug testing.
- (7) Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine collection .
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.

- (14) As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

*Undiluted (neat) oral fluid:* An oral fluid specimen to which no other solid or liquid has been added. For example: A collection device that uses a diluent (or other component, process, or method that modifies the volume of the testable specimen) must collect at least 1 mL of undiluted (neat) oral fluid.

*Urine specimen:* Urine collected from an employee at the collection site for the purpose of a drug test.

*Vehicle:* A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

*Verified negative test:* A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use at or above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

*Verified positive test:* A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use at or above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

*Validity testing:* The evaluation of the specimen to determine if it is consistent with normal human urine or oral fluid. Specimen validity testing will be conducted on all specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the specimen, if the specimen was diluted, or if the specimen was altered.

#### **D. EDUCATION AND TRAINING**

- 1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.
- 2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable

suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

## **E. PROHIBITED SUBSTANCES**

- 1) Prohibited substances addressed by this policy include the following.
  - a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1308.11 through 1308.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. It is important to note that the use of marijuana in any circumstances remains completely prohibited for any safety-sensitive employee subject to drug testing under USDOT regulations. The use of marijuana in any circumstance (including under state recreational and/or medical marijuana laws) by a safety-sensitive employee is a violation of this policy and a violation of the USDOT regulation 49 CFR Part 40, as amended.

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all employees covered under FTA authority be tested for marijuana, cocaine, amphetamines, opioids, and phencyclidine as described in this policy. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

- b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a LUMPKIN COUNTY TRANSIT supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.

- c. Alcohol: The use of beverages containing alcohol (including mouthwash, medication, food, candy) or any other substances containing alcohol in a manner which violates the conduct listed in this policy is prohibited.

## **F. PROHIBITED CONDUCT**

- 1) Illegal use of the drugs listed in this policy and as defined in 49 CFR Part 40, as amended is prohibited at all times. All covered employees are prohibited from reporting for duty or remaining on duty if they have used a prohibited drug as defined in 49 CFR Part 40, as amended.
- 2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.
- 3) The Transit Department shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol
- 4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.
  - a. An employee with a breath alcohol concentration which measures 0.02-0.039 is not considered to have violated the USDOT-FTA drug and alcohol regulations, provided the employee hasn't consumed the alcohol within four (4) hours of performing a safety-sensitive duty. However, if a safety-sensitive employee has a breath alcohol concentration of 0.02-0.039, USDOT-FTA regulations require the employee to be removed from the performance of safety-sensitive duties until:
    - i. The employee's alcohol concentration measures less than 0.02; or
    - ii. The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.

- 5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
- 6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
- 7) LUMPKIN COUNTY TRANSIT, under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.
- 8) Consistent with the Drug-free Workplace Act of 1988, all LUMPKIN COUNTY TRANSIT employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including transit system premises and transit vehicles.

#### **G. DRUG STATUTE CONVICTION**

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the LUMPKIN COUNTY TRANSIT management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in this policy.

#### **H. TESTING REQUIREMENTS**

- 1) Drug testing and alcohol testing will be conducted as required by 49 CFR Part 40 as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in this policy, and return to duty/follow-up.
- 2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion, random, or follow-up alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. Under LUMPKIN COUNTY TRANSIT authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.

All covered employees will be subject to drug testing and alcohol testing as a condition of ongoing employment with LUMPKIN COUNTY TRANSIT. Any

safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in this policy.

## **I. DRUG TESTING PROCEDURES**

- 1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.
- 2) The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine. After the identity of the donor is checked using picture identification, a urine and/or oral fluid specimen will be collected as described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary specimen. For those specimens that are not negative, a confirmatory test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the confirmatory test are at or above the minimum thresholds established in 49 CFR Part 40, as amended.
- 3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to LUMPKIN COUNTY TRANSIT. If a legitimate explanation is found, the MRO will report the test result as negative.

- 4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.
- 5) Any covered employee who questions the results of a required drug test may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. LUMPKIN COUNTY TRANSIT will ensure that the cost for the split specimen analysis is covered in order for a timely analysis of the sample, however LUMPKIN COUNTY TRANSIT will seek reimbursement for the split sample test from the employee.
- 6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled.
- 7) Observed collections
  - a. Consistent with 49 CFR Part 40, as amended, collection under direct observation with no advance notice will occur if:
    - i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to LUMPKIN COUNTY TRANSIT that there was not an adequate medical explanation for the result;
    - ii. The MRO reports to LUMPKIN COUNTY TRANSIT that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;
    - iii. The laboratory reported to the MRO that the urine specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the urine specimen as negative-dilute



and that a second collection must take place under direct observation (see §40.197(b)(1)).

- iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- v. The temperature on the original urine specimen was out of range (See §40.65(b)(5));
- vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with (See §40.65(c)(1)).
- vii. All follow-up-tests; or
- viii. All return-to-duty tests

Urine collections that are required to be directly observed will be conducted by a person of the same gender as the donor as required by 49 CFR Part 40.67.

## **J. ALCOHOL TESTING PROCEDURES**

- 1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). A list of approved EBTs can be found on ODAPC's Web page for "Approved Evidential Breath Measurement Devices". Alcohol screening tests may be performed using a non-evidential testing device (alcohol screening device (ASD)) which is also approved by NHTSA. A list of approved ASDs can be found on ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids". If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by

- 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.
- 2) A confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day whichever is longer and will be subject to the consequences described in this policy. An alcohol concentration of less than 0.02 will be considered a negative test.
  - 3) LUMPKIN COUNTY TRANSIT affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.
  - 4) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

#### **K. PRE-EMPLOYMENT TESTING**

- 1) All applicants for covered transit positions shall undergo drug testing prior to performance of a safety-sensitive function.
  - a. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.
  - b. An employee shall not be placed, transferred or promoted into a position covered under FTA authority or company authority until the employee takes a drug test with verified negative results.
  - c. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant

must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.

- d. When an employee being placed, transferred, or promoted from a non-covered position to a position covered under FTA authority or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with this policy.
- e. If a pre-employment test is canceled, LUMPKIN COUNTY TRANSIT will require the applicant to take and pass another pre-employment drug test.
- f. In instances where a FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.
- g. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- h. Applicants are required (even if ultimately not hired) to provide LUMPKIN COUNTY TRANSIT with signed written releases requesting USDOT drug and alcohol records from all previous, USDOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. LUMPKIN COUNTY TRANSIT is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a USDOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a USDOT covered employer, the applicant must provide LUMPKIN COUNTY TRANSIT proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

#### **L. REASONABLE SUSPICION TESTING**

- 1) All LUMPKIN COUNTY TRANSIT FTA covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under LUMPKIN COUNTY TRANSIT'S authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty.
- 2) LUMPKIN COUNTY TRANSIT shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in this policy.
- 3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the LUMPKIN COUNTY TRANSIT.
- 4) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with this policy. LUMPKIN COUNTY TRANSIT shall place the employee on administrative leave in accordance with the provisions set forth under this policy. Testing in this circumstance would be performed under the direct authority of the LUMPKIN COUNTY TRANSIT. **Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority.** However, self-referral does not exempt the covered

employee from testing under Federal authority as specified in this policy or the associated consequences.

#### **M. POST-ACCIDENT TESTING**

- 1) **FATAL ACCIDENTS** – A covered employee will be required to undergo drug and alcohol testing if they are involved in an accident with a transit vehicle, whether or not the vehicle is in revenue service at the time of the accident, that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.
- 2) **NON-FATAL ACCIDENTS** – A post-accident test of the employee operating the public transportation vehicle will be conducted if an accident occurs and at least one of the following conditions is met:
  - a. The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.
  - b. One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.

As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.

The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

In the rare event that LUMPKIN COUNTY TRANSIT is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), LUMPKIN COUNTY TRANSIT may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

#### **N. RANDOM TESTING**

- 1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees. Individuals who may be covered under company authority will be selected from a pool of non-DOT-covered individuals.
- 2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
- 3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates set each year by the FTA administrator. The current year testing rates can be viewed online at <https://www.transportation.gov/odapc/random-testing-rates>.

- 4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
- 5) Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from the testing pool of non-safety-sensitive employees that are included solely under LUMPKIN COUNTY TRANSIT authority.
- 6) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before, during, or just after the performance of a safety sensitive duty. However, under LUMPKIN COUNTY TRANSIT'S authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.
- 7) Employees are required to proceed immediately to the collection site upon notification of their random selection.

#### **O. RETURN-TO-DUTY TESTING**

LUMPKIN COUNTY TRANSIT will terminate the employment of any employee that tests positive or refuses a test as specified in this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undue concerns for public safety. The SAP will determine whether the employee returning to duty will require a return-to-duty drug test, alcohol test, or both.

#### **P. FOLLOW-UP TESTING**

Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms.

#### **Q. RESULT OF DRUG/ALCOHOL TEST**

- 1) Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be immediately removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, and will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals (SAP) for assessment, and will be terminated.
- 2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- 3) Refusal to submit to a drug/alcohol test shall be considered equivalent to a positive test result and a direct act of insubordination and shall result in termination and referral to a list of USDOT qualified SAPs. A test refusal is defined as any of the following circumstances:
  - a. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
  - b. Fail to remain at the collection site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.



- c. Fail to attempt to provide a specimen. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
  - d. In the case of a directly-observed or monitored urine collection in a drug test, fail to permit monitoring or observation of your provision of a specimen.
  - e. Fail to provide a sufficient quantity of specimen without a valid medical explanation.
  - f. Fail or decline to take an additional test as directed by the collector or the employer for drug testing.
  - g. Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
  - h. Fail to cooperate with any part of the testing process.
  - i. Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine collection.
  - j. Possess or wear a prosthetic or other device used to tamper with the collection process.
  - k. Admit to the adulteration or substitution of a specimen to the collector or MRO.
  - l. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
  - m. Fail to remain readily available following an accident.
  - n. As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.
- 4) An alcohol test result of  $\geq 0.02$  to  $\leq 0.039$  BAC shall result in the removal of the employee from duty for eight hours or the remainder of the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to a NONDOT alcohol test with a result of less than 0.02 BAC.
- 5) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:
- a. Mandatory referral for an assessment by an employer approved counseling professional for assessment, formulation of a treatment plan, and execution of a return-to-work agreement;
  - b. Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from LUMPKIN COUNTY TRANSIT employment.
    - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test

is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as described in this policy; however, all follow-up testing performed as part of a return-to-work agreement required under this policy is under the sole authority of LUMPKIN COUNTY TRANSIT and will be performed using non-DOT testing forms.

- c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. **All tests conducted as part of the return-to-work agreement will be conducted under company authority and will be performed using non-DOT testing forms.**
  - d. **A self-referral or management referral to the employer's counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in this policy.**
  - e. Periodic unannounced follow-up drug/alcohol testing conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in this policy.
  - f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with LUMPKIN COUNTY TRANSIT.
  - g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.
- 6) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

## **R. GRIEVANCE AND APPEAL**

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

## **S. PROPER APPLICATION OF THE POLICY**

LUMPKIN COUNTY TRANSIT is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to

subordinates, shall be subject to disciplinary action, up to and including termination.

#### **T. INFORMATION DISCLOSURE**

- 1) Drug/alcohol testing records shall be maintained by the LUMPKIN COUNTY TRANSIT Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
- 2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
- 3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need-to-know basis.
- 4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- 5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.
- 6) Records will be released to the National Transportation Safety Board during an accident investigation.
- 7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
- 8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.

- 9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over LUMPKIN COUNTY TRANSIT or the employee.
- 10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken
- 11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

This Policy was adopted by the Lumpkin county Board of Commissioners on

\_\_\_\_\_, 2024.

Applicable Signatures

\_\_\_\_\_  
Chris Dockery, Chairman  
Lumpkin County Board of Commissioners

\_\_\_\_\_  
Joy Edelberg PC, Attorney  
Lumpkin County Attorney

\_\_\_\_\_  
Melissa Witcher, County Clerk  
Lumpkin County County Clerk

SEAL

### Attachment A

| <u>Job Title</u>               | <u>Job Duties</u>                                                                                   | <u>Testing Authority</u> |
|--------------------------------|-----------------------------------------------------------------------------------------------------|--------------------------|
| MANAGER                        | MAY PERFORM SAFETY-SENSITIVE FUNCTIONS IN A SUPERVISORY OR TRAINING ROLE.                           | FTA                      |
| DISPATCHER                     | MAY PERFORM SAFETY-SENSITIVE FUNCTIONS IN A SUPERVISORY OR TRAINING ROLE.                           | FTA                      |
| DRIVER                         | PERFORMS A SAFETY-SENSITIVE ROLE AS AN OPERATOR OF A REVENUE SERVICE VEHICLE.                       | FTA                      |
| FLEET MAINTENANCE SHOP MANAGER | PERFORMS A SAFETY-SENSITIVE ROLE BY SUPERVISING REPAIRS OF REVENUE SERVICE VEHICLES.                | FTA                      |
| MECHANIC                       | PERFORMS A SAFETY-SENSITIVE ROLE BY CONDUCTING MAINTENANCE AND REPAIRS OF REVENUE SERVICE VEHICLES. | FTA                      |

### Attachment B Contacts

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

#### LUMPKIN COUNTY TRANSIT Drug and Alcohol Program Manager

Name: RANDY ALLISON  
 Title: MANAGER  
 Address: 1646 RED OAK FLATS ROAD. DAHLONEGA, GA. 30533  
 Telephone Number: 706-482-2495

#### Medical Review Officer

Name: STEVEN PASCHALL, M.D.  
 Title: MEDICAL REVIEW OFFICER  
 Address: 7160 GRAHAM RD, INDIANAPOLIS, IN. 46250  
 Telephone Number: 317-547-8620

#### Substance Abuse Professional #1

Name: DANIEL A. SERRITELLA, P.H.D., P.C.  
 Title: SUBSTANCE ABUSE PROFESSIONAL  
 Address: 89 HOPSITAL CIRCLE, STE 5, ELLIJAY, GA. 30541  
 Telephone Number: 706-635-2640

#### Substance Abuse Professional #2

Name: ROBERT HAYNES  
 Title: SUBSTANCE ABUSE PROFESSIONAL  
 Address: 432 CANTON RD STE G. CUMMING, GA. 30040  
 Telephone Number: 770-889-1023

#### HHS Certified Laboratory Primary Specimen

Name: MEDTOX LABORATORIES, INC.  
 Address: 402 W. COUNTY ROAD D, ST. PAUL, MN. 55112  
 Telephone Number: 800-832-3244



# Lumpkin County, Georgia

## Board of Commissioners

**Date:** May 21, 2024

**Agenda Item:** 2024-30 Resolution to Increase Compensation for the Board of Equalization

**Item Description:** This is to increase the per diem for the Board of Equalization.

**Facts & Historical Information:** The compensation for the Board of Equalization was set in 2008. The Clerk of Court notified staff her Board would like to request an increase in per diem.

### Current Lumpkin County Boards, Authorities, & Committees Compensation

Planning Commission - \$75 per meeting \$100 Chairperson  
Board of Equalization - \$ 75 per day \$100 Chairperson  
Board of Tax Assessors - \$75 per meeting \$100 Chairperson  
Board of Elections - \$48 per meeting

### Surrounding Counties Compensation

#### **White County**

Planning Commission - \$100 per meeting  
Board of Equalization - \$75 per meeting  
Board of Assessors - \$75 per meeting (and training days)

#### **Dawson County**

Planning Commission – \$100 per meeting  
Board of Equalization - \$100 per day  
Board of Assessors - \$100 per meeting

#### **Union County**

Board of Elections - \$48 per meeting  
Board of Equalization - \$75 per day  
Board of Assessors - \$5,000 annually

#### **Hall County**

Planning Commission - \$125 per meeting & day of training; \$25 per day for 8-hr online training  
Board of Elections - \$70 per meeting  
Board of Assessors - \$400 per month; \$450 for Chairperson

**Potential Courses Of Action:** A. Approve the resolution to increase the per diem to \$100 per day and \$125 for the Chairperson per day.



- B. Keep the per diem the same.
- C. Approve a different amount of per diem.

**Budget Impact:**

**Staff Recommendation:**

**LUMPKIN COUNTY RESOLUTION NO. 2024-30**

**A RESOLUTION TO SET COMPENSATION FOR MEMBERS OF THE  
LUMPKIN COUNTY BOARD OF EQUALIZATION**

**Whereas**, pursuant to O.C.G.A. 48-5-311, the clerk of the superior court is the appeal administrator vested with administrative authority in matters governing the conduct and business of the board of equalization; and

**Whereas**, the Lumpkin County Board of Commissioners has received a request from the Lumpkin County Clerk of Superior Court to consider increasing the compensation of the members of the Lumpkin County Board of Equalization; and

**Whereas**, the Board of Commissioners has considered the request and desires to increase the compensation of the members of the Lumpkin County Board of Equalization;

**Now therefore, it is hereby resolved** as follows:

Each member of the county board of equalization shall be compensated per diem for time expended in considering appeals. The compensation shall be paid at a rate \$100.00 per day for each member and \$125.00 per day for the chairperson. The attendance at required approved appraisal courses shall be part of the official duties of a member of the board, and he or she shall be paid for each day in attendance at such courses and shall be allowed reasonable expenses necessarily incurred in connection with such courses. Compensation pursuant to this paragraph shall be paid from the county treasury upon certification by the member of the days expended in consideration of appeals or attending approved appraisal courses pursuant to O.C.G.A. 48-5-311 (k)(1); and

Pursuant to O.C.G.A. 48-5-311 (k)(2), each member of the county board of equalization who participates in online training provided by the department shall be compensated by the county at the rate of \$25.00 per day for each eight hours of completed training. A member shall certify under oath and file an affidavit with the appeal administrator stating the number of hours required to complete such training and the number of hours which were actually completed. The appeal administrator shall review the affidavit and, following approval thereof, shall notify the county governing authority. Compensation pursuant to this paragraph shall be paid from the county treasury following approval of the appeal administrator of the affidavit filed under this paragraph.

**Resolved, adopted and effective** this 21st day of May, 2024.

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Chris Dockery, Chairman  
Lumpkin County Board of Commissioners

Attest:

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Melissa Z. Witcher  
Lumpkin County Clerk



# Lumpkin County, Georgia

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## Sheriff

**Date:** May 21, 2024

**Agenda Item:** 2024-038 City of Sandy Springs Inmate Housing Intergovernmental Agreement  
(*Sheriff Stacy Jarrard*)

**Item Description:** Review and approve an Intergovernmental Agreement (Contract) between the Lumpkin County Sheriff's Office and the City of Sandy Springs to house their inmates in the Lumpkin County Detention Center.

**Facts & Historical Information:** The Lumpkin County Sheriff's has historically housed inmates from other jurisdictions that included the Habersham County Sheriff's Office, the Gilmer County Sheriff's Office, the Forsyth County Sheriff's Office, and others. These arrangements were made to house other law enforcement agency's prisoners for an "Inmate Day Rate" of approximately \$45.00 per inmate, per day housed in our Detention Center. The pending contract with the City of Sandy Springs has the Inmate Day Rate set at \$55.00 per inmate, per day. If this contract is passed, it will not require any further staffing increases, transportation or medical cost increases.

**Potential Courses Of Action:**

- A. Review of Intergovernmental agreement between the Lumpkin County Sheriff's Office and the City of Sandy Springs, Georgia.
- B. Passing this intergovernmental agreement between the Lumpkin County Sheriff's Office and the City of Sandy Springs, Georgia.
- C. Not passing this agreement.

**Budget Impact:** There will be no negative budgetary impacts on the Lumpkin County Sheriff's Office or Lumpkin County Government. There will be a positive impact in the revenue that will be generated by housing Sandy Springs inmates at \$55.00 per inmate, per day.

**Staff Recommendation:** The administration of the Lumpkin County Sheriff's Office recommends that the Lumpkin County Board of Commissioners approve this contract, following "Potential Courses of Action" numbers A and B.

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE  
CITY OF SANDY SPRINGS AND THE LUMPKIN COUNTY  
SHERIFF'S OFFICE**

**THIS INTERGOVERNMENTAL AGREEMENT** ("Agreement"), effective the 1st day of June, 2024 ("Effective Date"), is entered into by and between the City of Sandy Springs, Georgia, a municipal corporation of the State of Georgia, for its Police Department ("Sandy Springs"), and the Lumpkin County Board of Commissioners, being the governing authority of Lumpkin County, a political subdivision of the State of Georgia ("Lumpkin County"), and the Lumpkin County Sheriff's Office, for the placement of Adult Inmates in the Lumpkin County Detention Center in Lumpkin County, Georgia.

**WITNESSETH:**

**ARTICLE I Purpose**

- A. **Purpose:** The purpose of this Agreement is to establish an agreement between Sandy Springs, hereinafter the "Confining Jurisdiction", Lumpkin County and Stacy Jarrard in his capacity as Sheriff of Lumpkin County, hereinafter the "Lumpkin County Sheriff's Office", for the detention and care of adult persons incarcerated under the authority of the Confining Jurisdiction at the Lumpkin County Detention Center, hereinafter the "Jail Facility". The term "Parties" is used in this Agreement to refer jointly to the Lumpkin County Sheriff's Office, Lumpkin County and the City of Sandy Springs, Georgia.
- B. **Responsibilities:** This Agreement sets forth the responsibilities of the Lumpkin County Sheriff's Office and the Confining Jurisdiction. The Agreement states the services the Lumpkin County Sheriff's Office shall perform satisfactorily to receive payment from the Confining Jurisdiction at the prescribed rate.
- C. **Guidance:** The Parties will determine the Inmate Day Rate annually on or before the anniversary of this Agreement. As of the execution of this Agreement, the Inmate Day Rate shall be fifty-five dollars (\$55.00) plus medical expenses not covered by the contracted health care provider for the Lumpkin County Sheriff's Office.

**ARTICLE II General**

- A. **Funding:** The obligation of the Confining Jurisdiction to make payments to the Lumpkin County Sheriff's Office is absolute during the Period of Performance, as defined in ARTICLE VII. The Confining Jurisdiction will neither present Inmates to the Lumpkin County Sheriff's Office nor direct performance of any other services until the Confining Jurisdiction has the appropriate funding.
- B. **Consistent with Law:** Any provision of this Agreement contrary to applicable statutes, regulation, policies, or judicial mandates is null and void, but shall not necessarily affect the balance of the Agreement.
- C. **Definitions:** As used throughout this Agreement, the following terms shall have the meanings set forth below:

1. **"Confining Jurisdiction"** means the City of Sandy Springs, Georgia.
2. **"Effective Date"** means the date set forth in the recitals of this Agreement.
3. **"Emergency Medical"** means medical care and services provided Inmates outside the Jail, including the transportation and security for the Inmates.
4. **"Inmate"** means a person detained in the Jail Facility by reason of being charged with or convicted of a municipal offense or any offense over which the Municipal Court of the Confining Jurisdiction has jurisdiction.
5. **"Inmate Day"** means all or any part of one (1 ) calendar day beginning at 12:00 midnight and ending at 11:59 pm.
6. **"Jail Facility"** means the Lumpkin County Detention Center located at 385 E. Main St., Dahlonega, Georgia 30533.
7. **"Municipal Court"** means the court established by the Confining Jurisdiction's ordinances and over such other matters as are by general law made subject to the jurisdiction or municipal courts.
8. **"On-Site Medical"** means the same medical care and services provided at the Jail for Inmates detained by the Lumpkin County Sheriff's Office.
9. **"Lumpkin County Sheriff's Office"** means Stacy Jarrard in his capacity as Sheriff of Lumpkin County, Georgia.
10. **"Special Medical Supplies"** means those supplies and drugs required for Inmates with epilepsy, diabetes or other special medical problems.
11. **"Standard Medical Supplies"** includes Aspirin, Band-Aids and similar materials (non-prescription/found in a standard first aid kit).

### **ARTICLE III Covered Services**

**A. Bed Space:** The Lumpkin County Sheriff's Office shall provide adult male/female beds in the Jail Facility on a space available basis. The Confining Jurisdiction will be financially liable only for the actual Inmate Days, as defined in this Agreement.

**B. Basic Needs:** The Lumpkin County Sheriff's Office shall provide adult detainees with safekeeping, housing, subsistence, medical and other services in accordance with this Agreement. In providing these services, the Lumpkin County Sheriff's Office shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies, and procedures. The types and levels of services shall be those the Lumpkin County Sheriff's Office routinely affords to other inmates.

**C. Adult Detainees:** If the Lumpkin County Sheriff's Office determines that the Confining Jurisdiction has delivered a person for custody who is either under the age of eighteen (18) **OR** subject to the jurisdiction of the Juvenile Justice System, the Lumpkin County Sheriff's Office shall not house that person with adult detainees, and shall notify the Confining Jurisdiction immediately. The Confining Jurisdiction shall immediately remove such person within eight (8) hours of being notified by the Lumpkin County Sheriff's Office.

**D. Sentenced Detainees:** The Lumpkin County Sheriff's Office will only accept Inmates that have been sentenced pursuant to a misdemeanor crime and/or a county/city ordinance. The Lumpkin County Sheriff's Office will not accept Inmates charged or sentenced for felonies.

**E. Unit of Service and Financial Liability:** The unit of service will be "Inmate Day" (one person per day) meaning all or any part of one (1) calendar day beginning at 12:00 midnight and ending at 11:59 pm. The Inmate Day begins on the date of arrival.

**F. Inmate Transportation:** Transportation of Inmates to and from the Jail Facility is the responsibility of the Confining Jurisdiction.

**G. Interpretive Services:** The Lumpkin County Sheriff's Office shall make special provisions for non-English speaking, handicapped, or illiterate Inmates. The Confining Jurisdiction will reimburse the Lumpkin County Sheriff's Office for any costs associated with providing commercial written or telephone language interpretive services, and upon request, will assist the Lumpkin County Sheriff's Office in obtaining translation services. The Lumpkin County Sheriff's Office shall provide all instructions verbally (in English or the Inmate's native language as appropriate) to Inmates who cannot read. The Lumpkin County Sheriff's Office shall include the amount that the Lumpkin County Sheriff's Office paid for such services on its regular monthly invoice.

#### **ARTICLE IV. Receiving and Discharging Inmates.**

**A. Required Activity:** The Lumpkin County Sheriff's Office shall receive and discharge Inmates only from and to properly identified Confining Jurisdiction personnel. Presentation of Confining Jurisdiction credentials shall constitute proper identification. The Lumpkin County Sheriff's Office shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days a week. The Confining Jurisdiction shall furnish the Lumpkin County Sheriff's Office with reasonable notice of receiving or discharging Inmates. The Lumpkin County Sheriff's Office shall ensure positive identification and recording of Inmates and Confining Jurisdiction personnel. The Lumpkin County Sheriff's Office shall not permit medical or emergency discharges except through coordination with the Municipal Court of the Confining Jurisdiction. The Lumpkin County Sheriff's Office agrees to release Inmates as designated by the Municipal Court of the Confining Jurisdiction on a time-served basis. The Confining Jurisdiction agrees that the Lumpkin County Sheriff's Office retains the right to award earned time allowances in accordance with O.C.G.A. § 42-4-7, up to and including one-half (1/2) of the period of confinement imposed. (aka: "2 for 1" credit)

**B. Restricted Release of Inmates:** The Lumpkin County Sheriff's Office shall not release Confining Jurisdiction Inmates from its physical custody to any persons other than those described in Paragraph A of this Article for any reason, except for medical, other emergency situations, production order, or in response to a writ of *habeas corpus*. If a Confining Jurisdiction Inmate is sought for federal, state, or local court proceedings, only the Confining Jurisdiction may authorize release of the Inmate for such purposes.

The Lumpkin County Sheriff's Office shall contact the Confining Jurisdiction immediately regarding any such requests.

**C. Lumpkin County Sheriff's Office Right of Refusal:** The Lumpkin County Sheriff's Office retains final and absolute right either to refuse acceptance, or request removal of any Inmate exhibiting violent or disruptive behavior, or of any Inmate found to have a medical

condition that requires medical care beyond the scope of the Lumpkin County Sheriff's Office's medical provider. In the case of an Inmate already in custody, the Lumpkin County Sheriff's Office shall notify the Municipal Court of the Confining Jurisdiction and request such removals, and shall allow the Confining Jurisdiction reasonable time to make alternative arrangements for, and to remove, the Inmate. For purposes of this paragraph, "reasonable time" shall not exceed twenty- four (24) hours.

**D. Emergency Evacuation:** In the event of an emergency requiring evacuation of the Jail Facility, the Lumpkin County Sheriff's Office shall evacuate the Confining Jurisdiction's inmates in the same manner, and with the same safeguards, as it employs for all persons detained by the Lumpkin County Sheriff's Office. The Lumpkin County Sheriff's Office shall notify the Confining Jurisdiction within a reasonable time of such evacuation.

**1. EMERGENCY HOUSING ARRANGEMENTS:**

The City of Sandy Springs Police Department, Confining Jurisdiction, also houses inmates within the City of Smyrna Jail, within the jurisdiction of Smyrna, Georgia. In the unlikely event of an emergency such as a fire, natural disaster, civil or facility unrest, where the inmates housed by the Confining Jurisdiction are required to be evacuated and housed elsewhere, the Lumpkin County Sheriff's Office consents to these inmates being housed in the Lumpkin County Detention Center provided that space is available. This housing arrangement is made on a temporary basis, and the Confining Jurisdiction will re-house their inmate population removed from the City of Smyrna Jail within a reasonable time frame.

While in the temporary custody of the Lumpkin County Sheriff's Office, the Confining Jurisdiction agrees that these "temporarily housed" inmates will fall within all other articles of this Intergovernmental Agreement. (Inmate Day Rates, On-Site Medical, Transportation Responsibilities, etc.)

**ARTICLE V: Minimum Service Standards:**

The Lumpkin County Sheriff's Office shall:

**A.** House the Confining Jurisdiction's Inmates in a facility that complies with all applicable fire and safety codes as well as ensure continued compliance with those codes throughout the duration of the Agreement.

**B.** Provide guard personnel to ensure that there is twenty-four (24) hour supervision of Inmates. The Lumpkin County Sheriff's Office shall visually and physically check Inmates in individual cells at least hourly. Segregate inmates in custody by gender and by risk of violence to other inmates.

**C.** Provide a mattress and appropriate bed linens.

**D.** Provide an initial hygiene kit (one (1) per Inmate). After the initial hygiene kit, each Inmate that is determined to be indigent will receive a kit every two (2) weeks. The Confining

Jurisdiction will be billed for the additional indigent kits at a rate of \$5.00 per indigent kit per Inmate.

E. Provide a minimum of three (3) nutritionally balanced meals in each twenty-four (24) hour period for each Inmate. There will be no more than fourteen (14) hours or fewer than four (4) hours between meals. The Lumpkin County Sheriff's Office will provide a minimum of two (2) hot meals in this twenty-four (24) hour period.

The Lumpkin County Sheriff's Office will provide a sack lunch for each Inmate picked up by the Confining Jurisdiction for court proceedings. The Confining Jurisdiction will provide a minimum of a two (2) hour notice to the Lumpkin County Sheriff's Office of the number of sack lunches needed, along with the Inmate(s) names who are being picked up.

F. Provide medical services as described in Article VI below.

G. Provide a mechanism for confidential communication between the Confining Jurisdiction's Inmates and the Confining Jurisdiction officials regarding their case status and custody issues. The mechanism may be through electronic, telephonic, or written means, and shall ensure the confidentiality of the issue and the individual Inmate.

H. Afford the Confining Jurisdiction's Inmates, indigent or not, reasonable access to telephones for contact with attorneys, the courts, and family members.

I. Afford each Confining Jurisdiction Inmate with reasonable access to legal materials for his or her case. The Confining Jurisdiction will provide the required materials. The Lumpkin County Sheriff's Office will provide space to accommodate legal materials at no additional cost to the Confining Jurisdiction. (Note: The Confining Jurisdiction may waive this requirement where the average length of detention is thirty (30) days or less.)

J. Afford the Confining Jurisdiction's Inmates reasonable visitation with legal counsel, foreign consular officers, family members, and representatives of *pro bono* organizations.

K. Provide the Confining Jurisdiction's Inmates with access to recreational programs and activities to the extent possible, under appropriate conditions of security and supervision to protect their safety and welfare.

#### **ARTICLE VI: Medical Services.**

A. **Auspices of Health Authority:** The Lumpkin County Sheriff's Office shall provide the Confining Jurisdiction's Inmates with On-Site Medical care services. The Lumpkin County Sheriff's Office shall ensure equipment, supplies, and materials are furnished to deliver health care on site.

B. **Level of Professionalism:** The Lumpkin County Sheriff's Office shall ensure that all health-care service providers utilized for the Confining Jurisdiction's Inmates hold current licenses, certifications, and/or registrations with the State and/or City where they are practicing. The Lumpkin County Sheriff's Office shall contract appropriately trained healthcare professionals



to provide healthcare and sick call coverage unless expressly stated otherwise in this Agreement.

**C. Access to Health Care:** The Lumpkin County Sheriff's Office shall ensure that On-Site Medical and health care coverage as defined below is available for all the Confining Jurisdiction's Inmates at the Jail Facility, seven (7) days per week. The Lumpkin County Sheriff's Office shall ensure that the Confining Jurisdiction's Inmates have access to submit medical and health complaints in writing and/or electronic media directly to the medical and health care staff. The Lumpkin County Sheriff's Office shall furnish the Inmates instructions in his or her native language for gaining access to health care services as prescribed in Article III, Paragraph F.

**D. On-Site Healthcare:** The Lumpkin County Sheriff's Office shall furnish on-site health care under this Agreement. The Lumpkin County Sheriff's Office shall ensure that the Confining Jurisdiction's Inmates receive no lower level of On-Site medical care and services than those it provides to other Inmates. On-site healthcare services shall include initial medical screening within twenty-four (24) hours of arrival at the jail facility, sick call coverage, provision of medically necessary over-the-counter medications, treatment of minor injuries (e.g., lacerations, sprains, and contusions), treatment of special needs, and mental health assessments. In accordance with O.C.G.A. § 42-4-71, a five-dollar (\$5.00) fee will be assessed to each inmate's commissary fund per Inmate-initiated medical visit. Inmates with chronic conditions shall receive prescribed treatment and follow-up care. Costs for health care received off-site shall be borne by the Confining Jurisdiction. Routine On-Site medical treatment and standard medical supplies are covered by the medical services provided under the contract with the Lumpkin County Sheriff's Office. To the extent that the Sheriff would be required to provide, and/or the Lumpkin County Sheriff's Office would be required to pay for, special medical supplies, emergency medical and follow-up care, and off-site health care, the Confining Jurisdiction shall be invoiced in addition to the Inmate Day Rate.

**E. Initial Medical Screening:** Initial medical screening shall include, at a minimum, TB symptom screening, when indicated planting of the Tuberculin Skin Test (PPD), and recording the history of past and present illnesses (mental and physical).

**F. Unacceptable Medical Conditions:** If the Lumpkin County Sheriff's Office determines that a Confining Jurisdiction Inmate has a medical condition which renders that person unacceptable for detention under this Agreement, (for example, contagious disease, condition needing life support, uncontrollable violence), the Lumpkin County Sheriff's Office shall notify the Municipal Court of the Confining Jurisdiction. Upon such notification, the Lumpkin County Sheriff's Office shall allow the Confining Jurisdiction reasonable time to make the proper arrangements for, and removal of, that inmate. For purposes of this paragraph, "reasonable time" shall not exceed twenty-four (24) hours.

**G. Emergency-Medical Care:** The Lumpkin County Sheriff's Office shall furnish twenty-four (24) hour Emergency Medical care and emergency evacuation procedures. In an emergency, the Lumpkin County Sheriff's Office shall obtain the medical treatment required to preserve the inmate's health. The Lumpkin County Sheriff's Office shall have access to

an off-site Emergency Medical provider at all times. The Lumpkin County Sheriff's Office shall notify the Confining Jurisdiction as soon as possible after Inmate receipt of such care. The Lumpkin County Sheriff's Office will obtain pre-authorization from the Confining Jurisdiction for service(s) beyond the initial emergency situation.

**H. Off-Site Inmate Security:** The Lumpkin County Sheriff's Office shall, for no additional charge to the Confining Jurisdiction, provide Inmate security during the initial two (2) hours Inmates are admitted to an outside medical facility. The Confining Jurisdiction will be responsible for providing the Inmate security at the end of the initial two (2) hour period. The Lumpkin County Sheriff's Office shall not, however, remove its Inmate security until the Confining Jurisdiction personnel relieve them. In the event that the Confining Jurisdiction is unable to provide off-site inmate security, the Lumpkin County Sheriff's Office may provide off-duty deputy(s) to provide security at a set rate of forty-five dollars (\$45.00) per hour. Off-site Inmate security shall be invoiced separately to the Confining Jurisdiction and payable as directed by the invoice.

#### **ARTICLE VII Period of Performance:**

The initial term of this Agreement shall begin on the Effective Date and shall remain in effect until May 31, 2025, unless an emergency situation requires immediate relocation of Inmates, or the Parties agree to a shorter period under the procedures prescribed in Article IX. This Agreement shall be renewed automatically for additional one (1) year term unless either Party provides written notice of termination to the other Party at least sixty (60) days prior to the end of the then current term.

#### **ARTICLE VIII Inspection**

**A. Jail Agreement Inspection Report:** The Lumpkin County Sheriff's Office shall allow the Confining Jurisdiction to conduct inspections of the Jail Facility, as required, to ensure an acceptable level of service and acceptable conditions of confinement as determined by the Confining Jurisdiction. Notice to the Lumpkin County Sheriff's Office is not required prior to an inspection. The Confining Jurisdiction will share findings of the inspection with the Lumpkin County Sheriff's Office to promote improvements to Jail facility operation, conditions of confinement, and level of service.

**B. Possible Termination:** If the Lumpkin County Sheriff's Office fails to remedy deficient service the Confining Jurisdiction identifies through inspection, the Confining Jurisdiction may terminate this Agreement without regard to the provisions of Articles VII and IX.

**C. Share Findings:** The Lumpkin County Sheriff's Office shall, upon request, provide the Confining Jurisdiction copies of any facility inspections.

#### **ARTICLE IX Modifications and Disputes**

**A. Modifications:** Actions other than those designated in this Agreement will not bind or incur liability on behalf of either Party. Either Party may request a modification to this Agreement by submitting a written request to the other. A modification will become part of this Agreement only after the Confining Jurisdiction and the authorized signatory of Lumpkin

County and the Lumpkin County Sheriff's Office have approved the modification in writing.

**B. Disputes:** The Confining Jurisdiction and the authorized signatory of Lumpkin County and the Lumpkin County Sheriff are the Parties to settle disputes, questions, and concerns arising from this Agreement. Settlement of disputes shall be memorialized in a written modification between the Parties. The parties hereto agree that in the event any dispute should arise regarding the matters covered by this Agreement which cannot be resolved between the parties, said dispute shall be submitted to non-binding mediation. The mediator shall be selected by mutual agreement of the parties at the time any such dispute arises. In the event mediation is not successful, the parties will submit the dispute to the Superior Court of Lumpkin County.

#### **ARTICLE X Adjusting the Inmate Day Rate**

The Confining Jurisdiction shall reimburse the Lumpkin County Sheriff's Office at the Inmate Day rate provided in Article I of this document. The Parties may adjust that rate twelve (12) months after the date of signing, and every twelve (12) months thereafter. Such adjustments shall be effective on the first day of the month following execution of the modification.

#### **ARTICLE XI Enrollment Invoicing, and Payment**

**A. Invoicing:** The Lumpkin County Sheriff's Office shall submit an original itemized invoice containing the following information: the name and address of the Jail Facility; the name of each Confining Jurisdiction Inmate, and his or her specific dates of detention; the total number of Inmate Days; the daily rate; the total Inmate Days multiplied by the daily rate; an itemized listing of all other charges; and the name, title, address, and phone number of the local official responsible for invoice preparation. A separate invoice, when applicable, shall be submitted containing the following information for off-site Inmate security: the name and address of the Jail Facility; the name and address of the off-site facility; the name of the Confining Jurisdiction Inmate, the specific dates of off-site security provided; the total number of off-site security hours; the total security hours multiplied by the hourly rate; the name, title, address, and phone number of the off-duty deputy who provided the off-site security; and the name, title, address, and phone number of the local official responsible for invoice preparation.

Any invoice submitted by the Lumpkin County Sheriff's Office for payment by the Confining Jurisdiction shall also provide such additional information and documentation as may be required by the Confining Jurisdiction's Finance Director. The Lumpkin County Sheriff's Office shall submit monthly invoices within the first ten (10) working days of the month following the calendar month when it provided the services, to:

Agency: City of Sandy Springs, for the Police Department  
Attention: Toni Carlisle, Finance Director

Address: 1 Galambos Way, Sandy Springs, Ga. 30328  
Phone: 770-730-5600  
Email: [tcarlisle@sandyspringsga.gov](mailto:tcarlisle@sandyspringsga.gov).

**B. Payment:** The Confining Jurisdiction will remit funds to Lumpkin County on or before thirty (30) calendar days after the Lumpkin County Sheriff's Office submits a complete and compliant invoice. The date Lumpkin County actually receives the funds shall constitute the payment date. The Confining Jurisdiction shall pay interest on overdue payments to the Lumpkin County at the rate of one percent (1%) per month or any fraction thereof.

#### **ARTICLE XII Hold Harmless and Indemnification Provisions**

**A. Lumpkin County Sheriff's Office Hold Harmless:** The Confining Jurisdiction shall save and hold Lumpkin County and the Lumpkin County Sheriff's Office harmless, and indemnify Lumpkin County and the Lumpkin County Sheriff's Office against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage to any property, which occurs in connection with or incident to performance of work under the terms of this Agreement, and which results from negligent acts or omissions of Confining Jurisdiction officers or personnel. This hold harmless and indemnity provision shall not act as or otherwise constitute a waiver of sovereign immunity, official immunity or qualified immunity that may otherwise be applicable in the defense of any claims maintained against the Confining Jurisdiction.

**B. Confining Jurisdiction Hold Harmless:** The Lumpkin County Sheriff's Office shall save and hold the Confining Jurisdiction harmless, and indemnify the Confining Jurisdiction against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage to any property, which occurs in connection with or incident to performance of work under the terms of this Agreement, and which results from negligent acts or omissions of Lumpkin County Sheriff's Office deputies or employees. This hold harmless and indemnity provision shall not act as or otherwise constitute a waiver of sovereign immunity, official immunity or qualified immunity that may otherwise be applicable in the defense of any claims maintained against the Lumpkin County Sheriff's Office.

**C. Defense of Suit:** The Lumpkin County Sheriff's Office will defend actions brought by Inmates where the primary allegation of the litigation is an act of the Lumpkin County Sheriff's Office or its employees. The Confining Jurisdiction shall defend all other legal actions brought by Confining Jurisdiction Inmates.

**D. Recovery Against Third Parties:** Neither Party shall do anything to prejudice the other Party's right to recover against third parties for any loss, destruction of, or damage to property. Both Parties agree to furnish all reasonable assistance and cooperation to the other in the event of litigation, including assistance in the prosecution of the lawsuit and execution of instruments of assignment in favor of the Party seeking to obtain recovery.

**ARTICLE XIII Financial Records**

**A. Retention of Records:** All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by the Lumpkin County Sheriff's Office for at least three (3) years for purposes of examinations and audit. The three (3) year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the records will be retained until completion of the action and resolution of all issues that arise from it or until the end of the regular three (3) year period, whichever is later.

**B. Access to Records:** The Confining Jurisdiction shall have the right of access to any pertinent books, documents, papers, or other records of the Lumpkin County Sheriff's Office.

**ARTICLE XIV Representation on Authority of Parties/Signatories**

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other, that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

**IN WITNESS WHEREOF,** the Parties have hereunto set their hands and affixed their seals on the day and year first above written.

**Lumpkin County:**

By:

\_\_\_\_\_  
Chris Dockery, Chairman  
Lumpkin County Board of Commissioners

Attest:

\_\_\_\_\_  
Melissa Z. Witcher  
Lumpkin County Clerk

**Lumpkin County Sheriff:**

By:

\_\_\_\_\_  
Stacy M. Jarrard, Sheriff

**Sandy Springs, Georgia:**

By:

\_\_\_\_\_  
Rusty Paul, Mayor

Attest:

\_\_\_\_\_  
City Clerk



# Lumpkin County, Georgia

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## Board of Commissioners

|                                            |                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Date:</b>                               | May 21, 2024                                                                                                                                                                                                                                                                                                                                                        |
| <b>Agenda Item:</b>                        | 2024-039 Xtra Hands Cleaning Service Contract for Senior Center ( <i>Senior Center Manager Kim Massey</i> )                                                                                                                                                                                                                                                         |
| <b>Item Description:</b>                   | Consideration of Xtra Hands Cleaning Service Contract for Senior Center.                                                                                                                                                                                                                                                                                            |
| <b>Facts &amp; Historical Information:</b> | The current full time janitorial position does not include cleaning of the Senior Center facility. The services proposed here will be specific to the Senior Center facility. Having a professional service on a regular schedule will ensure that the facility is kept hygienic and clean in order to prevent sickness among the clients that the facility serves. |
| <b>Potential Courses Of Action:</b>        | <ol style="list-style-type: none"><li>Approve contract as presented.</li><li>Revise the contract.</li><li>Do not approve the contract.</li><li>Provide staff another course of action.</li></ol>                                                                                                                                                                    |
| <b>Budget Impact:</b>                      | This items was not budgeted for in 2024 because the budget had already been adopted prior to the consideration of contracting the service. Staff recommends paying for through Contingency Expense in 2024 and including in the 2025 budget being prepared now.                                                                                                     |
| <b>Staff Recommendation:</b>               | <ol style="list-style-type: none"><li>Approve contract as presented.</li></ol>                                                                                                                                                                                                                                                                                      |

Jenifer Skelton

XTRA HANDS CLEANING & MORE

2615 paradise Valley RD

Cleveland GA 30528

| Quantity / Unit | Description                                                                                                                                                                                                                                                                                                                                                                                    | Distribution                                                  | Unit Price | Total |
|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|------------|-------|
| 52.00 WK        | <b><u>Mondays</u></b> : arrival time 12N - 1st and 2nd floor 3 to 3 1/2 hour<br>Sweeping, mopping, trash removal, clean bathrooms<br><br><b><u>Wednesdays</u></b> : arriving around 1pm - top floor 2 to 2 ½ hours<br>Sweep, mop, trash removal, clean bathrooms<br><br><b><u>Thursdays</u></b> : arriving around 1:30P - basement 1 - 1 ½ hours<br>Sweep, mop, trash removal, clean bathrooms | Mon 3 - 3 ½ hrs<br><br>Wed 2 - 2 ½ hrs<br><br>Thu 1 - 1 ½ hrs | 355.77     | 18500 |

## CONTRACT FOR JANITORIAL SERVICES

This agreement is made and entered into this 6 day of May, 2024 between the **Lumpkin County Board of Commissioners**, the governing authority of Lumpkin County, Georgia, hereinafter referred to as "Lumpkin County" or "County", a political subdivision of the State of Georgia, and **Jenifer Skelton**, hereinafter referred to as "Contractor".

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

### 1. SUMMARY OF WORK:

Contractor shall provide all necessary labor for janitorial services at the Lumpkin County Senior Center located at 266 Mechanicsville Road, Dahlonega, GA 30533, for the annual amount of \$18,500.00, which shall be paid on a biweekly basis.

Contractor shall perform the following required services:

#### A. Restroom Cleaning

1. Restrooms are considered clean when all areas are clean and free of dirt, debris, water streaks, and/or marks. All porcelain, chrome, brass and metal fixtures must be clean and free of dust, spots, and stains.
2. Restroom cleaning shall include: sweeping and wet mopping all floors, cleaning all fixtures including metal, porcelain, brass and chrome surfaces, water closets, urinals, shelves, washbasins, mirrors, waste receptacles, dispensers and wall surfaces. All grout and baseboards should be free from dirt and grime.

All cleaning is to be done with a substance suitable for cleaning and disinfecting all surfaces. All waste receptacles must be emptied, cleaned (washed or wiped as necessary) and disinfected. New bags must be inserted in all waste receptacles.

3. Restocking: Restroom cleaning shall also include restocking and supplying paper towels, soap, toilet paper, seat covers, urinal screens and deodorant blocks, and feminine hygiene products, if applicable.

#### B. Floors

1. Sweeping: Sweeping shall include removing all trash, dirt, gum and foreign matter from all interior floor surfaces, including interior hallways/walkways.

None of the above items shall be left in corners, behind radiators, under furniture or behind doors.

2. Damp Mopping: Damp mop all floors suitable for mopping. Damp mopping shall include removing all streaks, scuff marks, mop strands and marks, from all floors and baseboards utilizing a material and method suitable for the type of floor cleaned. All surfaces must be free from splash marks. The finished area must have a uniform appearance. All floor



drains must be cleaned and traps filled with disinfectant to prevent sewer odor. Water used to mop must be fresh and changed after cleaning restrooms. Used water must be disposed of in an appropriate janitorial sink. Light furniture (other than desks, file cabinets, etc.) shall be moved and replaced. No build-up of dust or debris around furniture or in corners is acceptable.

3. Vacuuming: Vacuum all carpet, interior rugs, and walk-off mats. Carpets and rugs shall be clean and free from dust balls, dirt, and other debris.

#### **C. General Cleaning**

1. Spot Cleaning and Damp Wiping of Surfaces: Spot cleaning/damp wiping shall include the removal of all fingerprints, smudges, marks or spots from surfaces with a cleaner suitable for disinfecting.

Damp wipe and clean wall surfaces in bathrooms. Spot cleaning/damp wiping will be considered clean when all areas are free of fingerprints, hand marks, smudges, dust, dirt and spots.

2. Cleaning Drinking Fountains: The porcelain or stainless-steel surface shall be free of dust, spots, stains, streaks, mold and mildew. The surface shall appear to be bright and have a uniform appearance. All fountains must be kept free of trash, ink, coffee grounds and other foreign material. Wipe down all surfaces with a disinfectant.

#### **D. Waste Removal**

Waste Removal: All waste receptacles must be emptied, and the inside and outside must be cleaned (washed or wiped as necessary) and disinfected. New bags must be inserted in all waste receptacles. Waste removal is considered to be satisfactory when no dirt, grime or residue remains on the inner or outer surface of the receptacles.

#### **E. Special Areas**

1. Cleaning Storage Space and Mop Closets: All storage and mop closets must be kept clean at all times. Storage spaces cannot be utilized for storing trash.
2. All areas must be clean and free of spills, spots, stains and offensive odors. All janitorial equipment must be neatly arranged. Closets will not be utilized as a storage area for flammable materials. All containers used to store cleaning materials must be labeled in accordance with OSHA standards.

#### **F. Quarterly Cleaning**

Starting May 2024 and quarterly thereafter clean interior windows and dust all shelving and windowsills.

### **2. JANITORIAL AND CLEANING SUPPLIES**

All janitorial and cleaning supplies will be provided by Lumpkin County.

### **3. TIME AND PLACE OF WORK**

Contractor shall perform the required services at the following times:

Mondays – 12:00 pm to 3:30. During this time, Contractor will perform the required services on the main floor and the lower floor of the Senior Center.

Wednesdays – 1:00 pm to 3:30. During this time, Contractor will perform the required services on the main floor of the Senior Center.

Thursdays – 1:30 pm to 3:00 pm. During this time, Contractor will perform the required services on the lower floor of the Senior Center.

### **4. INSURANCE**

The Contractor shall, during the continuance of all work under the Contract, provide the following:

a. If Contractor employs three (3) or more employees, Statutory Worker's Compensation and Employer's Liability insurance in an amount of not less than \$100,000.00 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or sub-contractors, including any and all liability or damage which may arise by virtue or any statute or law in force within the State of Georgia, or which may be herein after enacted.

b. The Contractor agrees to maintain Comprehensive General Liability insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the Contractor, its sub-contractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

c. The Contractor further agrees to protect, defend, indemnify, and hold harmless Lumpkin County, its commissioners, officers, agents, and employees from and against any and all liability incurred whatsoever as a result of the work performed pursuant to the terms of this Contract.

d. The Contractor shall notify the County, in writing, sixty (60) days prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the County.

e. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the County shall have the absolute right to terminate the Contract without any further obligation to the Contractor. Furthermore, the Contractor shall be responsible for the cost of performing the uncompleted portion of the Contract at the time of termination.

f. Contractual and other Liability insurance provided under this Contract shall not contain a

supervision, inspection, or engineering services exclusion that would preclude the County from supervising and/or inspecting the work. The Contractor shall assume all on-the-job responsibilities as to the control of persons under its direct employment and of the sub-contractors and any persons employed by the sub-contractors.

g. Contractual and other liability insurance provided under the contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The contractor shall assume all on the job responsibilities as to the control of persons under its direct employment and of the sub-contractors and any persons employed by the sub-contractors.

h. The contractor and all sub-contractors shall comply with the Occupational Safety and Health Act of 1970 and amendments as it may apply to this contract.

i. If the Contractor does not meet the insurance requirements, alternate insurance coverage satisfactory to the County may be considered. The Contractor shall be responsible for the costs of any and all alternate insurance coverage so obtained.

## **5. NOTICE TO PROCEED**

Contractor shall not commence work until contract has been fully executed and a Notice to Proceed has been received from Lumpkin County.

## **6. CANCELLATION/TERMINATION**

- a. If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of the contract for any reason, then the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice, the failure has not been corrected, the injured party may cancel the contract effective thirty (30) days after notice of cancellation.
- b. The County reserves the right to cancel the contract and discontinue the services with a thirty (30) day written notice as a result of the failure of the contractor to provide acceptable work and services or if determined that services can be better provided by in-house or other sources.
- c. Lumpkin County reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
- d. Failure of the successful contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to Lumpkin County.
- e. This contract shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the County's obligations under said contract.
- f. Notwithstanding anything to the contrary contained in the contract between the County and

the successful contractor, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the successful contractor.

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

#### **7. SEVERABILITY**

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

#### **8. DISPUTE RESOLUTION/GOVERNING LAW**

- a. The County and the Contractor agree to resolve any disputes through negotiation or mediation prior to filing any cause of action.
- b. This Contract shall be governed by the laws of the State of Georgia. Each party hereby consents to jurisdiction and venue in Lumpkin County, Georgia. Each party hereby waives any defense they may have as to improper jurisdiction and/or venue in Lumpkin County, Georgia.

#### **9. ASSIGNMENT OF CONTRACTUAL RIGHTS**

Contractor may not assign, transfer, convey, or otherwise dispose of its contractual rights hereunder.

#### **10. INDEMNITY**

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

#### **11. LIABILITY**

- a. Contractor shall be responsible for any damage to the County's property caused by Contractor or Contractor's employees or agents.
- b. Contractor shall indemnify and hold harmless Lumpkin County and all of the county's agents and/or employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from performance or nonperformance of Contractor's work under this Contract.
- c. Lumpkin County shall not be liable or responsible for any damage to or loss of equipment,

material, supplies or inventory incurred by Contractor or Contractor's agents or suppliers.

## **12. Drug Free Workplace**

By execution of this contract, Contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the ADrug Free Workplace Act, @ have been complied with in full. Contractor further certifies that:

- a. A drug free workplace will be provided for the contractor=s employees during performance of the contract; and
- b. Each contractor who hires a sub-contractor to work in a drug free work place shall secure from that sub-contractor the following written certification: as part of the subcontracting agreement, the Sub-Contractor certifies to the contractor that a drug free workplace will be provided for the sub-contractor=s employees during the performance of this contract pursuant to paragraph (7) of sub-section (b) of Code Section 50-24-3.
- c. Contractor further certifies that he will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

## **13. NOTICES:**

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

- a. Upon personal delivery to the Contractor or his authorized representative, which delivery may be accomplished by in person hand delivery, via bona fide overnight express service or telephonic facsimile transmission; or
- b. Three (3) days after depositing in the Unites States mail a letter which is either certified or registered, with return receipt requested, addressed to the Contractor at the following address:

Jenifer Skelton  
2615 Paradise Valley Rd  
Cleveland, GA 30528

and to Lumpkin County at the following address:

Lumpkin County Board of Commissioners  
Attn: Alan Ours  
99 Courthouse Hill, Ste H  
Dahlonga, Georgia 30533

#### 14. TERM OF CONTRACT

This contract shall commence on \_\_\_\_\_, 2024, and end on \_\_\_\_\_, 2025. This contract may be renewed for two successive one-year terms upon agreement of both parties.

County:

Contractor:

**Lumpkin County:**

By:

\_\_\_\_\_  
Chris Dockery, Chairman  
Lumpkin County Board of Commissioners  
Attest:

  
\_\_\_\_\_  
Jennifer Skelton

\_\_\_\_\_  
Melissa Z. Witcher  
Lumpkin County Clerk



# Lumpkin County, Georgia

## Senior Center

**Date:** May 21, 2024

**Agenda Item:** 2024-040 Legacy Link Addendum #1 FY-2024 (*Senior Center Manager Kim Massey*)

**Item Description:** CONTRACT ADDENDUM #1 - SFY2024 This is a request to amend the contract that Lumpkin County Board of Commissioners entered into with Legacy Link, Inc. (Contract #2023-079-A-S approved on August 15, 2023) for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening and support services for senior adults in Lumpkin County.

**Facts & Historical Information:**

Historically, funding for the Lumpkin County Senior Center (including cost of meals and operation of the Center) has largely been from federal grants appropriated through the Older American Act enacted in 1965, state grants and local sources. The appropriations to the Center come through eight (8) different fund sources.

Legacy Link, Inc. is the Area Agency on Aging that manages federal and state funding allocations for the region that includes Lumpkin County.

**Addendum #1 Information:**

This amendment to Lumpkin County's allocation is two-fold:

First, State Income Tax Check-off funds were added and there was a minor reduction in 3 federal funding sources. These funds are for meal costs and operations.

Meals and Operations Costs:

|               |                                   |
|---------------|-----------------------------------|
| State Funds   | \$ 586 (no cash match)            |
| Federal Funds | - <u>\$ 1,119</u> (no cash match) |
| Total         | - \$ 533 (decrease)               |

The second part is funds provided through the American Rescue Plan Act (ARPA). It includes funding additional congregate and home delivered meals (meal costs and operating costs). It also funds material aid individual support services and material aid individual caregiver services. ARPA funds will be used to serve current and new clients in the congregate nutrition program and clients in the home delivered meal nutrition program. Any funds not used this fiscal year (SFY2024) will roll over to next fiscal year (SFY 2025).

ARPA Meals and Operation Costs:

|                          |                 |
|--------------------------|-----------------|
| Federal and State Funds  | \$86,805        |
| Cash Match (6% of total) | <u>\$ 5,541</u> |
| Total                    | \$92,346        |

ARPA Caregiver Services – Individual Support Services/Material Aid:

|                            |               |
|----------------------------|---------------|
| Federal and State Funds    | \$10,490      |
| Cash Match (6.5% of total) | <u>\$ 729</u> |
| Total                      | \$11,219      |

- This fund will be used to provide material aid-home repairs/modifications to include hand rails and installation, safety bars and installation, yard cleanup, and wheelchair ramps.

ARPA Support Services - Individual Support Services/Material Aid:

|                          |                 |
|--------------------------|-----------------|
| Federal and State Funds  | \$49,344        |
| Cash Match (6% of total) | <u>\$ 3,150</u> |
| Total                    | \$52,494        |

This fund will be used as follows:

- \$16,000 will be used for consulting and instructor fees (service contracts) to teach wellness classes specific to the needs of senior adults.
- \$21,034 will be used to expand and enhance wellness equipment such as exercise equipment specifically for senior adults with health and/or mobility issues, weights, resistance bands, balls, yoga mats and chairs to use for seated exercises.
- \$10,000 will be used for material aid/assistive technology for items such as dental, (dentures or partials) hearing aids, eye glasses, walkers, and lift chairs.
- \$5,460 will be used for material aid/other for items such as groceries, utilities, incontinence supplies, cleaning supplies, etc.



Our expectation is to serve a minimum of 75 clients through Caregiver Services and Support Services funds. A copy of the ARPA questionnaire requesting services listed above has been completed by LCSC clients to assess needs.

- The total amount of ARPA federal and state funds for Caregiver and Support Services is \$59,834 and the cash match is \$3,879 (total \$63,713).
- The grand total of ARPA federal and state funds for Caregiver and Support Services and Meals and Operations Costs is \$146,639 and the cash match is 9,420 (total \$156,059).
- The grand total of funding increase in this addendum is federal and state funds \$146,106 and the cash match is \$9,420 (total \$155,526).

**Potential Courses Of Action:**

- A. Submit an approved, signed Addendum #1 Contract.
- B. Do not submit an approved, signed Addendum #1 Contract.

**Comparison:** If Course A is chosen, Lumpkin County will receive the increased allocation of \$146,106.

If Course B is chosen, Lumpkin County will lose the allocation increase of \$146,106.

**Budget Impact:**

The new ARPA funds for Caregiver and Support Services gives us an opportunity to help many seniors along with providing the Senior Center with much needed wellness programs and wellness equipment. The Senior Center will receive \$59,834 in federal and state funds but is expected to spend \$63,713 which includes a cash match of \$3,879. The match is not currently budgeted. The cash match can come from fund balance or contingency funds can be used.

The increase for existing and new congregate and home delivered meals services will have a positive impact on the budget. The increased allocation means that the burden to the general fund will be reduced by \$86,272 (total increase of \$91,813 less cash match of \$5,541).

**Staff Recommendation:**

It is recommended that the approved, signed Addendum #1 Contract be submitted to Legacy Link, Inc.

ADDENDUM NO. 1  
TO  
AGREEMENT

BETWEEN THE LEGACY LINK, INC., AND LUMPKIN COUNTY BOARD OF COMMISSIONERS FOR THE PROVISION OF Nutrition program and entered into on the first day of July, 2023.

Said agreement is amended to read as follows.

W I T N E S S E T H:

WHEREAS, the Legacy has entered into an Agreement with the Department of Human Services of the State of Georgia for the purpose of carrying out a component of the Legacy Link, Inc., Area Agency on Aging Plan; and

WHEREAS, this component of said Area Plan on Aging is the provision of Material Aid-Individual services to the elderly

2. Description of Services.

(b) Operation of the nutrition site includes serving one meal a day, five days a week (250 days per year) as specified in the Grant Application incorporated herein, for a total of 6,694 units of congregate nutrition services to 51 elderly persons, 29,950 units of home-delivered nutrition services to 128 elderly persons.

(c) Provide Wellness services for elderly persons in Lumpkin County as described in the Legacy Link, Inc., Area Agency Plan for the period July 1, 2023 to June 30, 2024. Services must be performed as provided in Section "D" of Title III of the Older Americans Act of 1965 as amended. A total of 2265 units of Lifestyle Management services to 5,565 persons; a total of 16 units of Nutrition Education services; a total of 941 units of Physical Activity services; a total of 26 units of Program Awareness/Prevention services in Lumpkin County.

(d) Provide Transportation services for elderly persons in Lumpkin County as described in the Legacy Link, Inc., Area Agency Plan for the period July 1, 2023 to June 30, 2024. Services must be performed as provided in Section "D" of Title III of the Older

Americans Act of 1965 as amended. A total of 6,018 units of Transportation services to 40 persons.

(e) Providing 11,140 units of support services material aide individual services to 75 elderly persons and 11,220 units of caregiver services material aide individual to 26 elderly persons

5. Compensation.

(b) The total compensation paid by the Legacy to the Contractor for nutrition site operation pursuant to this Agreement shall not exceed Eighty Thousand Four Hundred Eighty Six Dollars (\$80,486.00). Congregate meals in the amount of Fifty One Thousand Three Hundred Forty Dollars (\$51,340.00) and federal and state funds for home-delivered meals in the amount of Twenty Nine Thousand One Hundred Forty Six Dollars (\$29,146.00).

(c) The total compensation paid by the Legacy to the Contractor for Wellness services pursuant to this agreement shall not exceed Eighteen Thousand Five Hundred Ninety Two Dollars (\$18,592.00).

(d) The total compensation paid by the Legacy to the Contractor for Transportation services pursuant to this Agreement shall not exceed Four Thousand Ninety-Four Dollars (\$4,094.00).

(e) The Legacy agrees to provide federal funds for material aid individual support services in the amount of Ten Thousand Four Hundred Sixty Seven Dollars (\$10,467.00), and material aid individual caregiver services in the amount of Ten Thousand Four Hundred Ninety Dollars (\$10,490.00).

6. Non-Federal Funds.

(a) As a condition of this Agreement, the Contractor agrees to insure non-federal funds in the amount of Seven Thousand Two Hundred Fifty Four Dollars (\$7,254.00) will be available for nutrition site operations, and One Thousand Seven Hundred Thirty-Two Dollars (\$1,732.00) for wellness services, and Six Hundred Sixty Eight Dollars (\$668.00) for support services, and Seven Hundred Twenty Nine Dollars (\$729.00) for caregiver services and Five Hundred Thirty Three Dollars (\$533.00) for Transportation Services.

(b) The minimum cash requirement for the term of the Agreement being Nineteen Thousand Five Hundred Forty Three Dollars (\$19,543.00) for congregate meals and Eighty Six Thousand One Hundred Fifty Five Dollars (\$86,155) for home-delivered meals.

The Contractor shall provide the necessary non-match local resources required for the provision of the services listed in Paragraph two (2) of this contract, this amount being Two Hundred Seventy Five Thousand One Hundred Fifty Four Dollars (\$275,154.00).

All other terms and conditions of this agreement remain unchanged.

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

THE LEGACY LINK, INC.

By: \_\_\_\_\_  
Chief Executive Officer/AAA Director

Subscribed and sworn to  
in our presence:

\_\_\_\_\_  
Notary Public

CONTRACTOR:  
LUMPKIN COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Chairman

Subscribed and sworn to  
in our presence:

\_\_\_\_\_  
Notary Public



# Lumpkin County, Georgia

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## Pinetree Recreation Center

|                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Date:</b>                               | May 21, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Agenda Item:</b>                        | 2024-041 Chick-Fil-A Product Resale Agreement ( <i>Pinetree Recreation Center Manager Jared Ray</i> )                                                                                                                                                                                                                                                                                                                                            |
| <b>Item Description:</b>                   | Pinetree Recreation Center is seeking to enter in an agreement with Chick-Fil-A to be able to resell chicken sandwiches through the concession stand during the summer swim season. This agreement would allow us to purchase product at cost and resell it at the concession stand for a profit.                                                                                                                                                |
| <b>Facts &amp; Historical Information:</b> | Pinetree Rec center would be responsible for lining up orders, maintaining correct hold time and temperature of the product, and correct handling. CFA would be responsible for quality of the product, supply, and supplying equipment to hold product at the correct temperature. CFA dictates the price range that we would be allowed to sell their products by supplying a minimum and a maximum price that we are allowed to sell them at. |
| <b>Potential Courses Of Action:</b>        | Course of action A) Approve the agreement<br>Course of action B) Deny the agreement<br>Course of action C) No action                                                                                                                                                                                                                                                                                                                             |
| <b>Budget Impact:</b>                      | Reselling of chicken sandwiches provides PRC with profit with no costs associated with making or preparing food.                                                                                                                                                                                                                                                                                                                                 |
| <b>Staff Recommendation:</b>               | Approve agreement.                                                                                                                                                                                                                                                                                                                                                                                                                               |





## **Product Resale Agreement**

The undersigned Concessionaire ("Concessionaire") and the undersigned Chick-fil-A® franchised Operator ("Operator") agree as follows as a condition of the sale of Chick-fil-A® brand products by Operator to Concessionaire to permit the resale of the products by Concessionaire.

### **A. LIMITATIONS ON PRODUCT SALES BY CONCESSIONAIRE**

1. **Authorized Location.** No product may be delivered, held, or served from any establishment (including a sundry shop) that is not under local/state food code compliance to receive, hold, and serve potentially hazardous foods (i.e., hot chicken sandwiches, salads with chicken, etc.). A sundry shop includes any establishment that sells packaged products for retail sale, is not a cafeteria environment, is not inspected by the health department and typically sells self-service products.
2. **Prohibited Days of Operation.** NO product may be sold on a Sunday or on Christmas.

### **B. PRODUCT QUALITY AND HANDLING REQUIREMENTS**

1. **Concessionaire Responsibility to Maintain Product Quality.** Concessionaire acknowledges and agrees that once product is delivered to a concession location or picked up from the Operator's franchised Chick-fil-A® restaurant producing the products located at **Chick-fil-A Dawsonville/Dahlonega FSU** (the "Restaurant"), Concessionaire assume(s) full responsibility for the product. Concessionaire also acknowledges and agrees that Concessionaire's failure to comply with the product procedures and policies and other requirements and standards set forth in this agreement could result in food quality and/or safety issues. Concessionaire acknowledges and agrees that Operator and Operator's representatives reserve the right, at any time throughout an event, to terminate this agreement immediately if Concessionaire does not adhere to the product procedures and policies and other requirements and standards set forth in this agreement.
2. **Product Handling Requirements.** Concessionaire agrees to strictly adhere to the procedures and policies set forth in this agreement concerning the handling and resale of Chick-fil-A® brand products. Concessionaire acknowledges and agrees that these procedures and policies are critical to ensure a quality product and food safety by helping to prevent food borne illness. If any applicable federal, state or local requirements impose more stringent requirements, Concessionaire will always adhere to the more stringent requirements.
  - A. **Hot Products.** All hot products **must** be held and served at 140°F or higher. This procedure is critical in order to keep hot food products safe for Concessionaire's customers during holding.
    - All hot Chick-fil-A® products must be held in an approved Chick-fil-A® Temperature Management System (TMS). Approved Chick-fil-A® coolers with lava packs will be provided. During hot product holding, the cooler lids must stay closed.
    - No products other than the authorized Chick-fil-A products may be held in TMS bags/coolers (hot or cold) at any time.
  - B. **Cold Products.** All cold products **must** be held and served at 40°F or lower. This procedure is critical in order to keep cold food products safe for Concessionaire's customers during holding.
    - All cold products must be held in an approved Chick-fil-A TMS with micro-ice. Approved Chick-fil-A® coolers with micro-ice will be provided. During cold product holding, the lids must stay closed on the micro- iced coolers.
  - C. **Holding Time.** NO product may be served past its assigned holding time.
    - Concessionaire will check the Quality Tracking Card in each TMS to comply with assigned holding times for Chick-fil-A® products. The assigned holding time begins when the last product is placed into a particular cooler at the Restaurant.
    - **Any products that exceed their assigned holding time must be discarded. Such products may *not be sold at a discount, donated or otherwise given away.*** At any time throughout the event, Operator or an authorized Chick-fil-A® representative may, but is not obligated to, monitor Concessionaire's adherence to holding times and temperatures.
    - **NO product may be kept overnight.**
3. **Operator Assurance of Product Quality.** Once product is delivered to Concessionaire, Concessionaire will exercise best efforts to adhere to the requirements in this agreement in order to ensure the quality and safety of the product. Concessionaire acknowledges and agrees that Operator must and will rely on Concessionaire's best efforts to do same.
4. **Return of TMS.** Concessionaire agrees to promptly return (or call for Operator to pick up) all TMS (fabric coolers, shelves, black lava packs and micro-ice) and any other Restaurant equipment following Concessionaire's event.

### C. ORDERING, PRICING OF PRODUCTS & PAYMENT

1. **Delivery Lead Time.** Once ordered, Operator can deliver additional product to Concessionaire in approximately **45-60** minutes. Concessionaire should call the Restaurant in advance to help ensure that there is no delay in delivering product. Operator's Restaurant team will make small deliveries to Concessionaire more frequently rather than large deliveries less frequently to help ensure product quality.
2. **Payment.** An invoice will be provided on each delivery, unless orders are picked up directly from the Restaurant. Payments are due upon receipt of product, unless the parties have arranged otherwise.
3. **Pricing:**

| Product to be Sold      | Chicken Biscuit           | Chicken Sandwich           |
|-------------------------|---------------------------|----------------------------|
| Quantity of Product     | Min. of 50 for Delivery   | Min. of 50 for Delivery    |
| Price to Concessionaire | Delivery \$4.59 / Biscuit | Delivery \$6.29 / Sandwich |
|                         | Pickup \$3.55 / Biscuit   | Pickup \$4.85 / Sandwich   |
| Minimum Consumer Price  | \$3.55                    | \$4.85                     |
| Maximum Consumer Price  | \$5.59                    | \$7.29                     |

4. **Tax-Exempt Sale Procedure.** Concessionaire agrees, if purchasing items tax-exempt, to provide Operator with either (i) a valid resale certificate and agrees to remit all applicable sales taxes under Concessionaire's sales tax identification number or (ii) a valid tax-exempt letter or tax-exempt form that allows Concessionaire to purchase items exempt. Otherwise, Concessionaire agrees to collect and remit any sales or other direct taxes, fees, licenses or similar charges.

### D. CONTACT INFORMATION, INDEMNIFICATION AND ENFORCEMENT

1. **Contact Information.** If Concessionaire has any concerns or comments, Concessionaire should contact Operator (or Operator's representative), at any time.
2. **Indemnification.** Concessionaire agrees to indemnify, defend and hold harmless Operator from any and all judgments, settlements, penalties, expenses, attorneys' fees, court costs and other costs of litigation or administrative proceedings incurred by Operator arising from, in connection with or related to Concessionaire's performance under this agreement, including (i) any violation or alleged violation, by Concessionaire of any federal, state or local law, ordinance, directive or rule; (ii) Concessionaire's breach of this agreement; and (iii) claims involving loss of life and bodily injury. The duty to indemnify will survive any termination or expiration of this agreement.
3. **Chick-fil-A, Inc. Enforcement.** The parties acknowledge and agree that each Chick-fil-A® Restaurant business is independently owned and operated under a license from Chick-fil-A, Inc., the franchisor of the Chick-fil-A® restaurant system ("Chick-fil-A"), and Operator is selling Chick-fil-A® brand products to Concessionaire under the authority of Operator's license from Chick-fil-A. The parties acknowledge and agree that Chick-fil-A has a vested interest in enforcement of this agreement to ensure the proper procedures and policies are strictly adhered to and Chick-fil-A is an intended beneficiary of this agreement and may enforce this agreement as to each of the parties by seeking injunctive relief, filing a claim for damages or both, including legal fees and costs, but Chick-fil-A, Inc. has no obligations or liabilities to the parties under this agreement and does not guarantee the performance by Operator.

Concessionaire and Operator, intending to be legally bound, have signed and delivered this agreement on the respective dates shown below.

\_\_\_\_\_  
Concessionaire Printed Name

Tony Kellar  
Operator Printed Name

By : \_\_\_\_\_  
Concessionaire Signature

  
Operator Signature

\_\_\_\_\_  
Concessionaire Address

Date : \_\_\_\_\_

Date : \_\_\_\_\_





# Lumpkin County, Georgia

## Emergency Services

**Date:** May 21, 2024

**Agenda Item:** 2024-042 Hazard Mitigation Plan Grant Funding (*EMA Director David Wimpy*)

**Item Description:** This is a federal funding grant for updating the Hazard Mitigation plan for Lumpkin County that gives us guidance through all types of disasters.

**Facts & Historical Information:** In 2000, the United States Congress adopted the Disaster Mitigation Act of 2000, allowing Federal funding to be allocated to Hazard Mitigation plans and projects before the disaster happens. State and local governments are now required by Congress, through the Federal Emergency Management Agency (FEMA), to develop compliant plans to be eligible for Federal Hazard Mitigation project funding.

Georgia's unique geographic location exposes the state and its Citizens to all hazards at any time of the year. It is one of the few places that weather conditions may include snow, ice, lightning, and a tornado from the same storm event. In the past 10 years, the State of Georgia has had 21 disaster declarations. How can we plan and prepare ourselves for the next natural disaster to strike Georgia? The answer is, mitigation planning and Federal funding.

**Potential Courses Of Action:**

- A. Utilize the Federal funding grant to update the Hazard Mitigation plan for Lumpkin County, so we can continue to give the Citizens the best possible preparedness and protection.
- B. Reject the grant funding and take away the chance for Federal mitigation funding in the case of a natural disaster that may happen.

**Budget Impact:** There is no County out of pocket expense or budget impact. The County's part can be countered by salaries and fees that will be incurred during the update of the project. The total grant is \$34,201.00. This can be broken down to; \$26,650.75 Federal, \$1,550.25 State, and \$7,000.00 County match.

**Staff Recommendation:** Accept the Federal funding grant.

## THIS SECTION FOR STATE USE ONLY

FEMA- GA -DR / BRIC- \_\_\_\_\_

☐ Application Complete☐ In Declared Area☐ Statewide☐ Planning☐ HMGP (CFDA 97.039)☐ BRIC (CFDA 97.047)☐ Eligible Applicant☐ State or Local Government☐ Private Non-Profit (Tax ID Received)**Community NFIP Status:**☐ Participating Community ID #: \_\_\_\_\_

State Application ID \_\_\_\_\_

☐ In Good Standing ☐ Non-Participating ☐ CRS

Date Application Received \_\_\_\_\_

State Reviewer \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

FEMA Application Hardcopy Submittal Date: \_\_\_\_\_

FEMA Application Completed NEMIS Entry Date: \_\_\_\_\_

**\*\* Please submit one signed copy of the application \*\***

This application is for all Hazard Mitigation Assistance (HMA) programs for a plan update proposal administered by the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). Please complete all sections and provide all information as requested. **Incomplete applications will not be forwarded to FEMA for their review.** If you require assistance with this application, contact Kc Calhoun, Planner at (404) 889-4077.

**Applicant Information**1. **Project Title:** HAZARD MITIGATION PLAN UPDATE2. **Applicant (Organization):** Lumpkin County3. **Applicant Type:**☒ State or Local Government☐ Recognized Indian Tribe☐ Private Non-ProfitState Legislative District(s) 51st Congressional District(s) 9thFederal Tax I.D. Number 58-6000857 UEI Number KXJCT7D54GD8FIPS Code: 131874. **National Flood Insurance Program CID #:** 130354B City 130129B5. **NFIP Community Rating System Class Number:** unknown6. **Point of Contact:** (Individual responsible for the grant)X Mrs. First Name Lorraine Last Name MorrisTitle EMA Deputy Director phone 706.973.0699 Fax 706-864-4172Street Address 57 A Pinetree WayCity Dahlonega State GA Zip Code 30533E-mail address lorraine.morris@lumpkincounty.gov7. **Application prepared by** (if different from Point of Contact):

Name \_\_\_\_\_ Telephone \_\_\_\_\_ E-mail address \_\_\_\_\_

8. **Authorized Applicant Agent:** (An individual authorized to sign financial and legal documents on behalf of the local government (e.g., the Chairperson, Board of County Commissioners or the County Manager, etc.)☐ Ms. ☒ Mr. ☐ Mrs. ☐ Dr. First Name Alan Last Name OursTitle County Manager Telephone 706.864.3742 Fax (706) 482-2697Street Address 99 Courthouse HillCity Dahlonega State GA Zip Code 30533E-mail address alan.ours@lumpkincounty.gov

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



HMA Planning Application

I. Project Description – Narrative Statement

A. Mitigation Activity

1. Please describe the strategy for completing this planning activity, including the review process, adoption and FEMA's approval.

*Lumpkin County will form a planning committee comprised of representatives of various county departments, as well as other interested parties, such as outside state and regional agencies, local businesses, residents, the City of Dahlonega, public etc. The committee will be lead by the EMA Deputy Director and will meet on a regular basis with the contracted consultant in order to accomplish the items set forth in the Scope of Work below, including addressing any recommended revisions from the previous plan's review tool. The consultant will coordinate the planning process including the meetings, write the plan based on committee findings and work through the State and Federal review and approval process. The consultant will coordinate the process of meeting the objectives outlined in the Scope of Work below with the assistance and input of the appropriate committee members and local staff resources as necessary. Outside interested parties will be invited to participate by direct invitation and by public postings and meeting notices. A minimum of two public hearings will be held in order to provide the public an opportunity to comment during the drafting phase and prior to final adoption.*

2. Please describe how the applicant will manage the costs and schedule and how successful performance will be ensured.

*A budget will be set according to the budget figures in this application to allow for the use of a contractor and labor on the part of committee members and other staff members. Expenses will be incurred according to the budget items and will not exceed the total grant award. This will be tracked by the county as well as the State's grants management system which tracks expenses to date and remaining grant figures. Also, the county will track each budget allocation as expenses are incurred under those allocations to ensure that expenses remain within the allowed budget.*

3. Please describe the staff and resources needed to implement this mitigation activity and the applicant's ability to provide these resources.

*This planning process involves a variety of staff and expertise, which will be used as necessary. Specifically, expertise will be needed from the Emergency Services, Tax Assessor, public works Building Inspections, Public Health, etc. Lumpkin County is able to provide the staff resources to meet these needs.*

4. Please explain how this mitigation activity will leverage involvement of partners to enhance its outcome.

*The planning process will involve the opportunity for outside agencies and public to be a part. This will be done by a combination of direct invitation, public notice and individual meetings with the various agencies as necessary.*

5. Please describe the outreach activities that are planned relative to this mitigation activity (signs, press releases, success stories, etc) and/or how this mitigation activity will serve as a model for other communities.

*At the outset of the process, the EMA Deputy Director will invite various outside State agencies, local businesses, The City of Dahlonega and others to be a part of the process. In addition, the public will be notified and invited to attend through public notices and a minimum of two public meetings with opportunity for public comment.*

6. Please describe how this planning activity will benefit the applicant's constituents.

*This activity will benefit the local citizens of Lumpkin County by providing a current and up to date hazard mitigation plan for Lumpkin County and the City of Dahlonega, thereby ensuring the County and City's eligibility to participate in future mitigation grants.*

7. Does your County plan to update your Hazard Mitigation Plan In-House or with the assistance of an outside contractor?

☐ In-House

☒ Contractor

## HMA Planning Application

(If outside contractor selected please describe the duties they will perform to meet the Scope of Work below)

*Lumpkin County intends to contract with a consultant to act as the facilitator of the planning process as well as to develop and write the plan update. The consultant and the County will attend GEMA/HS Hazard Mitigation planning workshops as they are offered.*

*The contracted consultant will meet with the EMA Deputy Director, EMA Director and GEMA/HS as necessary to discuss the plan development process and construct an invitation list for the larger planning committee.*

*The contracted consultant and County EMA Director will pull together existing data, plans, and EMA capabilities together in a draft report to be discussed by both the Task Force and the larger stakeholder group. This will include the base HRV analysis provided by GEMA/HS and added to by local data and the contracted consultant efforts.*

*The contracted consultant will review all hazards to address any newly identified hazards that pose a more significant threat than was apparent when the previously approved plan was prepared and discuss new occurrences of hazard events and update the probability of future occurrences.*

*The contracted consultant will work with the Task Force to update the current inventory of existing and proposed buildings, infrastructure, and critical facilities in hazard areas.*

*The contracted consultant will update the loss estimate to reflect any changes to the hazard profile and/or the inventory of structures.*

*The contracted consultant will analyze, update, and continue development of Goals, Objectives, and Action Steps with the assistance of the task force and stakeholders.*

*The contracted consultant will update the Plan Maintenance and Implementation to include an analysis of whether the previously approved plan's method and schedule for monitoring, evaluating, and updating the plan worked, and what elements or processes, if any, were changed; and discuss the method and schedule to be used over the next five years.*

*The contracted consultant will describe how the community was kept involved during the plan maintenance process over the previous five years, within the planning process section of the plan update and how they will continue public involvement during the planning period.*

*The contracted consultant will work with the planning committee and GEMA/HS staff throughout the State and Federal plan review process to ensure that, in the end, Lumpkin County has a federally approved updated hazard mitigation plan.*



## HMA Planning Application

### B. Scope of Work

Lumpkin County will update its existing Multi-jurisdictional Hazard Mitigation Plan according to the requirements of the Disaster Mitigation Act of 2000. This Scope of Work was designed in conformance to FEMA Plan Guidance requirements.

Lumpkin County agrees to have representatives attend and participate in all GEMA/HS and local level mitigation planning meetings and workshops. The county will coordinate as needed with the GEMA/HS representative to utilize the tools necessary and to ensure that the plan meets the most current Federal regulations. Each county will be required to complete the following: Critical Facility Inventory and basic mapping will be established in the Georgia Mitigation Information System (GMIS), including running reports by jurisdiction for each identified hazard; GEMA/HS Worksheets 3A for each participating jurisdiction for each identified hazard; high level detail for all mitigation action steps as required by FEMA and GEMA/HS; insure all "recommended revisions" from their previous FEMA Plan review are addressed in the plan update.

Additionally, Lumpkin County will ensure the plan update is consistent with the most current requirements from FEMA, including:

- Identify all changes to the plan within each section, including revisions to the planning process, risk assessment, goals and objectives, plan maintenance process, etc.
- Update the Planning Process:
  - List jurisdictions participating in the plan that seek approval.
  - *Describe the process used to review and analyze each section of the plan, as well as the process used to determine if a section warranted an update.*
- **Improve the risk assessment**
  - Address any newly identified hazards that pose a more significant threat than was apparent when the previously approved plan was prepared.
  - Discuss new occurrences of hazard events and update the probability of future occurrences.
  - Incorporate new information where data deficiencies were identified in the previous plan, or if the data deficiencies remain unresolved, explain why they remain unresolved and include a schedule to resolve the issue.
  - Include current inventory of existing and proposed buildings, infrastructure, and critical facilities in hazard areas, including existing NFIP Repetitive Loss structures. The community will determine how far into the future they wish to go in considering proposed buildings and Critical Facilities based on and timed with the data gathering phase of their comprehensive plan or land use plan update.
  - Update the loss estimate to reflect any changes to the hazard profile and/or the inventory of structures. Any changes to analysis methodologies must be noted. Any previously noted data deficiencies should be updated or explained.
  - Include a general overview of land uses and types of development occurring within the community and highlight any new and/or relevant information.
  - If there are changes in the risk assessment or the vulnerability of the community to the hazards, the information must be attributed to the appropriate jurisdiction(s) or to the whole planning area, whichever applies.
- **Analyze, update, and continue development of Goals, Objectives, and Action Steps**
  - Use this update as an opportunity for jurisdictions to reconsider the goals and objectives. For goals and actions that remain, the plan must document that they were re-evaluated and deemed valid and effective.
  - Goals and objectives shall include the community's strategy for new or continued NFIP participation.
  - Continue to use the "STAPLEE Criteria" (Social, Technical, Administrative, Political, Legal, Economic, and Environmental), or incorporate the STAPLEE Criteria if not previously used to assess the value of and develop an understanding of the cost effectiveness of mitigation action steps.
  - Update Action Items. If actions remain unchanged, the updated plan must indicate why changes are not necessary.
  - Shall include evaluation and prioritization for any new mitigation action steps.
- **Update the Plan Maintenance and Implementation**
  - Must include an analysis of whether the previously approved plan's method and schedule for monitoring, evaluating, and updating the plan worked, and what elements or processes, if any, were changed; and discuss the method and schedule to be used over the next five years.
  - Describe other planning mechanisms or ordinances that this plan will be incorporated into, such as Comprehensive Plans.
- **Information Dissemination**
  - Describe how the community was kept involved during the plan maintenance process over the previous five years, within the planning process section of the plan update.
  - The plan maintenance section shall describe how the community will involve the public during the plan maintenance process over the next five years.
- **Adoption and Review**
  - The plan will be submitted for State review and recommendation prior to adoption.
  - Upon recommendation from GEMA/HS, the county and participating municipalities will adopt the plan.
  - The adopted plan will be submitted for FEMA review and approval.

## HMA Planning Application

## C. Evaluation Information

- a. Current Lumpkin County Hazard Mitigation Plan Approval Date: April 20, 2022
- b. Current Lumpkin County Hazard Mitigation Plan Expiration Date: April 19, 2027
- c. Previous grant award number utilized to perform the current LUMPKIN County Hazard Mitigation Plan: 4284
- d. Does Lumpkin County participate in the Community Rating System (CRS)? Yes No **X** If yes, what is your CRS rating? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐
- e. Is Lumpkin County a Cooperating Technical Partner (CTP)? n/a
- f. Has Lumpkin County adopted building codes consistent with the International Codes? No Ga state codes
- g. Have Lumpkin County's building codes been assessed on the Building Code Effectiveness Grading Schedule (BCEGS)? No
- h. Is Lumpkin County a Firewise Community? Yes, If yes, Firewise Community number? 3
- i. Has Lumpkin County adopted the National Fire Protection Association (NFPA) 5000 code? No **only GA state code**
- j. Has this sub application been previously submitted under any other FEMA program? No If yes, identify the Project name and number. \_\_\_\_\_
- k. Has this sub application been previously funded under any other FEMA program? No
- l. Does any other Federal entity have primary funding authority for this project? No
- m. Has work begun on this plan update? Yes , **preparation for BOC approval**
- n. Is Lumpkin County delinquent on any Federal debt? No

HMA Planning Application

**D. Project Milestones**

List the major milestones in this project:

| <u>Milestone</u>                                                                 | <u>Number of Days to Complete</u> |
|----------------------------------------------------------------------------------|-----------------------------------|
| Issuance of Recipient/Subrecipient Agreement                                     | 90 days                           |
| Hire Planning Consultant                                                         | 60 days                           |
| Establish and Form Planning Committee                                            | 60 days                           |
| Gather Critical Facilities Data                                                  | 60 days                           |
| Upload Critical Facilities to GMIS                                               | 30 days                           |
| Hazard Identification and Risk Assessment Update                                 | 120 days                          |
| Analyze, update, and continue development of Goals, Objectives, and Action Steps | 90 days                           |
| Mitigation Strategy Update                                                       | 90 days                           |
| Update Plan Maintenance and Implementation                                       | 60 days                           |
| Update the Planning Process                                                      | 60 days                           |
| Submit Plan for GEMA Review and Approval                                         | 30 days                           |
| Submit Plan for FEMA Review and Approval                                         | 60 days                           |
| Plan Adoption and implementation                                                 | 60 days                           |
| Financial Reconciliation and Closeout                                            | <u>90 days</u>                    |
| Total                                                                            | 960 days                          |



HMA Planning Application

**E. Location**

City in this County

1. Dahlonega

Population 2022: 34,796

County Seat Dahlonega

County Area 284.9 Square Miles

Area and Population

Lumpkin County, resting in the foothills of the Blue Ridge Mountains, is 283 square miles in area, 44% of which is located within the Chattahoochee National Forest. The population of the county has grown by 43% over the last ten years with the current estimated population at over 30,000 people. The median household income in Lumpkin County is \$43,704, up from \$24,365 in 1989. (lumpkincounty.gov, 2023)

History

Lumpkin County History

Lumpkin County was officially established in 1832. Named in honor of Wilson Lumpkin, who served in both state houses, as governor, and the U.S. House of Representatives and Senate. The County was carved out of what were then Cherokee, Hall, and Habersham counties.

Settlement & Mining

Spanish settlers were known to have mined the area in the 1730s before being expelled by English settlers who cut off their supply routes from Florida. In 1828, gold deposits were “discovered” in large amounts in the area, although mining had already been underway in neighboring counties to great extent. Men and materials poured into the area as word of the bountiful supply of gold deposits spread. The Cherokee were soon forced out of the area completely.

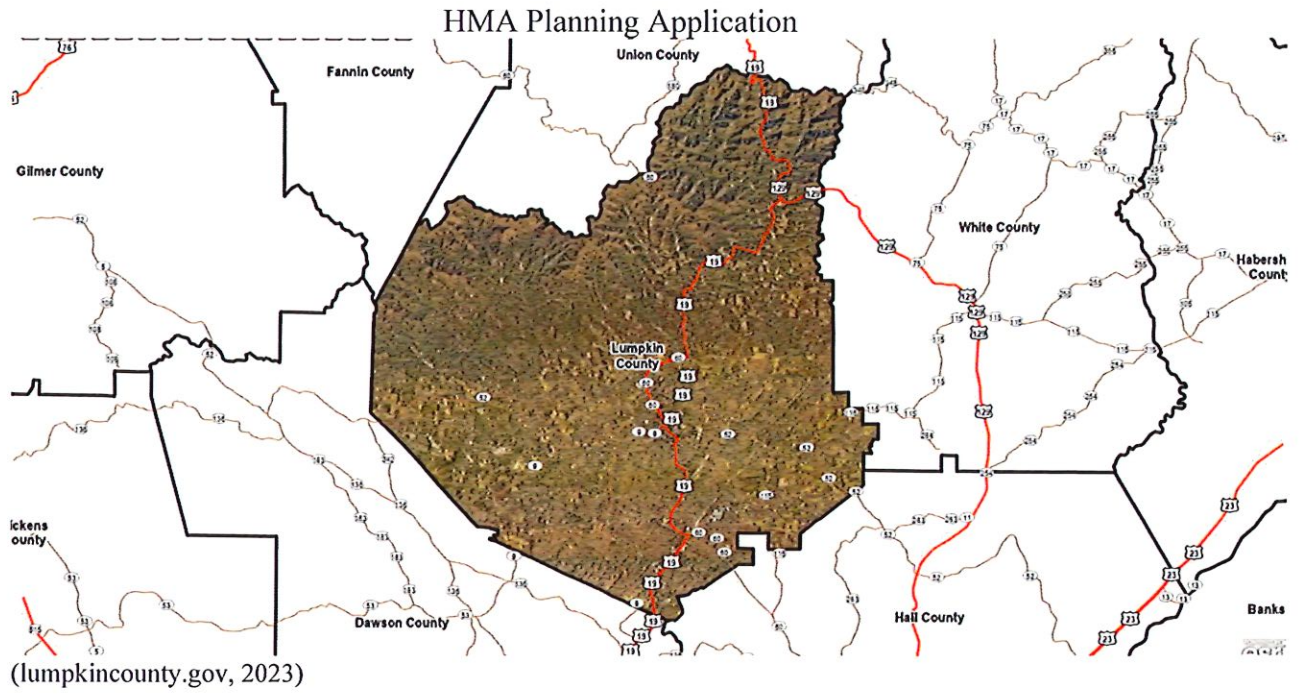
Early Buildings

In 1836, the Old Courthouse was built in the center of Dahlonega and is today the oldest public building in North Georgia. In 1838, the U.S. government opened one of the first Federal Branch Mints in Dahlonega. More than \$6 million in gold coins were minted at the site that was later to become the University of North Georgia’s Price Memorial Hall (the original mint building was burned to the foundation in 1878). The university was one of the first Federal Land Grant colleges and is to this day one of the premier military institutions in the nation.

Gold Rush

From 1828 to 1848, more than \$36 million in gold was produced from greater Lumpkin County, but by 1849 discoveries in California and the stories of the riches there, drew away most of the miners from the county, seeking fortunes elsewhere. Today the County is experiencing a “gold rush” of another sort, with tourism bolstering the local economy and making the service industry a primary source of local revenue. (lumpkincounty.gov, 2023)





HMA Planning Application

**F. History of Hazards**

Please provide an assessment of the frequency and severity of each of the following hazards that have affected the County in the past.

Coastal Storms:

Frequency: Not Applicable **XX** Very Low ☐ Low ☐ Moderate ☐ High ☐

Severity: Minor ☐ Serious ☐ Extensive ☐ Catastrophic ☐

Earthquake:

Frequency: Not Applicable ☐ Very Low ☐ Low **XX** Moderate ☐ High ☐

Severity: Minor **XX** Serious ☐ Extensive ☐ Catastrophic ☐

Windstorms:

Frequency: Not Applicable **XX** Very Low ☐ Low ☐ Moderate ☐ High ☐

Severity: Minor ☐ Serious ☐ Extensive ☐ Catastrophic ☐

Fire:

Frequency: Not Applicable ☐ Very Low ☐ Low ☐ Moderate **XX** High ☐

Severity: Minor ☐ Serious **XX** Extensive ☐ Catastrophic ☐

Flood:

Frequency: Not Applicable ☐ Very Low ☐ Low ☐ Moderate **XX** High ☐

Severity: Minor ☐ Serious **XX** Extensive ☐ Catastrophic ☐

Freezing:

Frequency: Not Applicable ☐ Very Low ☐ Low **XX** Moderate ☐ High ☐

Severity: Minor ☐ Serious **XX** Extensive ☐ Catastrophic ☐

Hurricane: Inland

Frequency: Not Applicable ☐ Very Low ☐ Low **XX** Moderate ☐ High ☐

Severity: Minor ☐ Serious **XX** Extensive ☐ Catastrophic ☐

Mud/Landslide:

Frequency: Not Applicable ☐ Very Low **XX** Low ☐ Moderate ☐ High ☐

Severity: Minor **XX** Serious ☐ Extensive ☐ Catastrophic ☐

Severe Ice Storms:

Frequency: Not Applicable ☐ Very Low ☐ Low **XX** Moderate ☐ High ☐

Severity: Minor ☐ Serious ☐ Extensive **XX** Catastrophic ☐

Severe Storms:

Frequency: Not Applicable ☐ Very Low ☐ Low ☐ Moderate **XX** High ☐

Severity: Minor ☐ Serious **XX** Extensive ☐ Catastrophic ☐

Snow:

Frequency: Not Applicable ☐ Very Low ☐ Low **XX** Moderate ☐ High ☐

Severity: Minor **XX** Serious ☐ Extensive ☐ Catastrophic ☐

Tornado:

Frequency: Not Applicable ☐ Very Low ☐ Low ☐ Moderate **XX** High ☐

Severity: Minor ☐ Serious **XX** Extensive ☐ Catastrophic ☐

Tsunami:

Frequency: Not Applicable **XX** Very Low ☐ Low ☐ Moderate ☐ High ☐

Severity: Minor ☐ Serious ☐ Extensive ☐ Catastrophic ☐

Typhoon:

Frequency: Not Applicable **XX** Very Low ☐ Low ☐ Moderate ☐ High ☐

Severity: Minor ☐ Serious ☐ Extensive ☐ Catastrophic ☐

Volcano:

Frequency: Not Applicable **XX** Very Low ☐ Low ☐ Moderate ☐ High ☐

Severity: Minor ☐ Serious ☐ Extensive ☐ Catastrophic ☐

HMA Planning Application

**G. Budget**

In this section, with regard to the Scope of Work [Section I(B) above], please provide details of all costs in relation to this project. Reasonable cost estimates are essential. **Do not** include contingency costs in the budget. (See example below)

**i. Labor**

| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Hours | Rate        | Cost       | Source        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------------|------------|---------------|
| County Staff                                                                                                                                                                                                                                                                                                                                                                                                                                                | 280   | \$25.00/hr. | \$7,000.00 | County Budget |
| The budget includes \$6,000.00 for county staff to be utilized as part of the non-Federal share. The cost for the county staff was determined based upon an average salary for the staff anticipated to participate in the planning process multiplied by the estimated hours to oversee the process, research hazard histories, inventory building and infrastructure assets, identify goals and objectives and get the updated plan adopted and approved. |       |             |            |               |

**ii. Fees Paid** Include any other costs associated with the project, engineering, permits, inspections, etc.

| Description of Task | Hours | Rate        | Cost        | Source |
|---------------------|-------|-------------|-------------|--------|
| Contractor Fee      | 700   | \$30.00/hr. | \$21,000.00 | Grant  |

**iii. Hazus Level 2 Analysis** Include any other costs associated with the project, engineering, permits, inspections, etc.

| Description of Task    | Cost       | Source |
|------------------------|------------|--------|
| Hazus Level 2 Analysis | \$6,201.00 | Grant  |

**Total Estimated Project Cost: \$ 34,201.00**

**iv. Funding Sources (round figures to the nearest dollar)** The maximum FEMA share for HMA projects is 90%. The other 10% can be made up of State and Local funds as well as in-kind services. HMA funds may be packaged with other Federal funds, but other Federal funds (except for Federal funds which lose their Federal identity at the State level – such as CDBG, ARS, HOME) may not be used for the State or Local match.

**v. Project Management Costs** Include project management costs, not to exceed 5% of Total Estimated Project Cost.

| Description of Task                                                                                                                                                                                                           | Hours | Rate | Cost       | Source |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------|------------|--------|
| Project Management                                                                                                                                                                                                            | 68    | \$25 | \$1,710.05 | Grant  |
| The budget includes \$1,710.05 for county staff to manage the project, including completion of the Recipient-Subrecipient Agreement, securing a contractor, quarterly reports, financial reconciliation and project closeout. |       |      |            |        |

| Estimated Cost Summary                     |                                              |                             |                                            |                    |
|--------------------------------------------|----------------------------------------------|-----------------------------|--------------------------------------------|--------------------|
|                                            | FEMA                                         | State                       | Local                                      | Total              |
| Total Estimated Labor and Contractor Cost  | \$21,000.00 (75% Labor and Contractor Cost)  |                             | \$7,000.00 (25% Labor and Contractor Cost) | \$28,000.00        |
| Hazus Level 2 Analysis                     | \$4,650.75 (75% Hazus Cost)                  | \$1,550.25 (25% Hazus Cost) |                                            | \$6,201.00         |
| <b>Total Estimated Project Costs</b>       | <b>\$25,650.75</b>                           | <b>\$1,550.25</b>           | <b>\$7,000.00</b>                          | <b>\$34,201.00</b> |
| Project Management Costs (100% FEMA Funds) | \$1,710.05 (5% Total Estimated Project Cost) |                             |                                            |                    |

|                             |                     |                             |
|-----------------------------|---------------------|-----------------------------|
| <b>Estimated FEMA Share</b> | \$ <u>25,650.75</u> | <u>75</u> % of Total        |
| <b>Non-Federal Share</b>    |                     |                             |
| Estimated Local Share       | \$ <u>7,000.00</u>  | <u>20</u> % of Total (Cash) |
| Estimated State Share       | \$ <u>1,550.25</u>  | <u>5</u> % of Total (Cash)  |
| <b>Total Project Costs</b>  | \$ <u>34,201.00</u> | <u>100</u> % of Total       |



HMA Planning Application  
**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions



HMA Planning Application

to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

|                                            |                |
|--------------------------------------------|----------------|
| SIGNATURE OF AUTHORIZED APPLICANT AGENT    | TITLE          |
|                                            | County Manager |
| APPLICANT ORGANIZATION                     | DATE SUBMITTED |
| Lumpkin County Emergency Management Agency |                |



# Lumpkin County, Georgia

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## Finance

|                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Date:</b>                               | May 21, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Agenda Item:</b>                        | 2024-043 Duplicating Products Contract – Pinetree Recreation Center ( <i>Director of Operations Ashley Peck</i> )                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Item Description:</b>                   | Consideration of a Contract for installation of a new copier at Pinetree Recreation Center                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Facts &amp; Historical Information:</b> | <p>Lumpkin County has maintained service agreements with Duplicating Products, Inc. for leasing, maintaining, and upgrading its copiers for many years. With the opening of Pinetree Recreation Center, a copier is needed to conduct daily operations.</p> <p>The proposed lease is a 48-month lease for \$191.32 per month. The pricing is \$18 below State of Georgia Contract pricing. The lease plan includes all parts, labor, and supplies, with the exception of paper and staples. There is a one-time installation charge of \$95 and includes setup, IT integration, and delivery.</p> |
| <b>Potential Courses Of Action:</b>        | <ul style="list-style-type: none"><li>A. The Board could approve the lease as presented.</li><li>B. The Board could direct staff to find another provider of these services.</li><li>C. The Board could choose to not have a copier at Pinetree Recreation Center.</li></ul>                                                                                                                                                                                                                                                                                                                      |
| <b>Budget Impact:</b>                      | The cost of the copier lease is included in the FY2024 operating budget.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Staff Recommendation:</b>               | The recommendation of staff is Course of Action A.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |



# SALES ORDER

P.O. Box 1548  
Gainesville, GA 30503

Customer Number: GV0974  
Customer PO: \_\_\_\_\_  
Federal Tax ID# \_\_\_\_\_  
Order Date: 05/03/2024  
Order #: 28159  
Sales Rep: Dean Snyder

DUPLICATING PRODUCTS, INC., BY ACCEPTANCE OF THIS AGREEMENT, AGREES TO FURNISH TO THE CUSTOMER, SUBJECT TO TERMS AND CONDITIONS HEREIN SPECIFIED, EQUIPMENT AND ACCESSORIES LISTED BELOW.

| CUSTOMER INFORMATION BILL TO:                                                    |                                            |               | CUSTOMER INFORMATION SHIP TO (if different):                                         |                               |       |
|----------------------------------------------------------------------------------|--------------------------------------------|---------------|--------------------------------------------------------------------------------------|-------------------------------|-------|
| LUMPKIN COUNTY COMMISSIONER<br>99 COURTHOUSE HILL SUITE H<br>DAHLONEGA, GA 30533 |                                            |               | Lumpkin County Pinetree Recreation Center<br>215 Pinetree Way<br>Dahlonega, GA 30533 |                               |       |
| BILLING EMAIL                                                                    | BILLING PHONE                              | MAIN CONTACT  | DELIVERY PHONE                                                                       | DELIVERY & METER EMAIL        |       |
| Ryan.McDuffie@lumpkincounty.gov                                                  | (706) 482-2552                             | Ryan McDuffie | Ashley Peck<br>706-482-8082                                                          | ashley.peck@lumpkincounty.gov |       |
| QTY                                                                              | MODEL / DESCRIPTION                        |               | SERIAL NO.                                                                           | UNIT PRICE                    | TOTAL |
| 1                                                                                | Ricoh IM C3510                             |               |                                                                                      |                               |       |
| 1                                                                                | Ricoh Fax Option Type M52                  |               |                                                                                      |                               |       |
| 1                                                                                | Ricoh Bridge Unit BU3100                   |               |                                                                                      |                               |       |
| 1                                                                                | Ricoh Finisher SR3320 (1000 sheet)         |               |                                                                                      |                               |       |
| 1                                                                                | Ricoh Paper Feed Unit PB3320               |               |                                                                                      |                               |       |
|                                                                                  | \$95.00 Installation Fee Billed Separately |               |                                                                                      |                               |       |
|                                                                                  |                                            |               |                                                                                      |                               |       |
|                                                                                  |                                            |               |                                                                                      |                               |       |
|                                                                                  |                                            |               |                                                                                      |                               |       |
| Leasing Company                                                                  |                                            | Lease Type    | Lease Term                                                                           | Lease Payment                 |       |
| DPI                                                                              |                                            | FMV 0 dn 15%  | 48                                                                                   | \$191.32                      |       |

NOTE: \$95.00 DELIVERY FEE INCLUDES UP TO ONE HOUR OF PROFESSIONAL SERVICES PER MACHINE. ADDITIONAL TIME IS AVAILABLE ON A CHARGEABLE BASIS.

#### WARRANTY

N/A

AUTOMATED METER COLLECTION: DS Yes (initial)  
if no, Email Address: \_\_\_\_\_

AUTOMATED TONER REPLENISHMENT: DS Yes (initial)

#### MAINTENANCE PLAN:

| METER TYPE | COST PER PRINT | PRINTS INCLUDED | BILLED  | EXCESS PRINT COST | BILLED | METER READING |
|------------|----------------|-----------------|---------|-------------------|--------|---------------|
| BLACK      | 0.00720        | 0               | Monthly | \$0.00720         |        |               |
| COLOR      | 0.05250        | 0               | Monthly | \$0.05250         |        |               |

INCLUDES: ALL SERVICE AND SUPPLIES

EXCLUDES: PAPER & STAPLES

| TRADE IN: | Make/Model | Equip ID | Serial Number |
|-----------|------------|----------|---------------|
|           |            |          |               |
|           |            |          |               |
|           |            |          |               |

THIS IS A BINDING ORDER, not subject to cancellation. No modifications or additions thereto shall be binding upon the seller unless expressly consented to in writing by an officer of the Corporation. Title shall remain with seller until payment is made in full. Duplicating Products Inc., warrants that the goods covered by this order when delivered to buyer will be of merchantable quality and free from defects in workmanship and material for the period specified above under ordinary use and conditions. Duplicating Products, Inc. shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond its control, including without limitation strikes, lockouts, fires, embargoes, war, or other outbreaks of hostilities. Buyer understands that payments not made in accordance with specified terms will be subject to the current established service charges of Duplicating Products, Inc. This contract shall be governed by and construed according to the laws of the State where merchandise is to be delivered.

If the customer defaults hereunder: (1) Duplicating Products, Inc., in addition to other remedies, may repossess the equipment with notice; and (2) the Customer agrees to pay Duplicating Products, Inc., costs and expenses of collection and/or repossession, including the maximum attorney fee permitted by law, said fee not to exceed 25% of the amount then due. Purchaser warrants that all items listed herein as trade in equipment to be free and clear of all liens and encumbrances and purchaser further warrants he has authority to trade this equipment in for equipment listed hereon. MAINTENANCE PLAN covers all regular service calls during normal Duplicating Products Inc. operating hours (Monday through Friday 8:00am to 5:00pm). Service calls outside of those hours if available would be subject to additional charges. Coverage includes parts, labor, and supplies IF specified above, and only as specified above. Pricing and Term/Duration of agreement as specified above. Either party may terminate this Maintenance Plan at any time by giving 30 days written notice, in advance, to the other party. Duplicating Products Inc. reserves the right to review and adjust rates on an annual basis. All maintenance plans may be subject to minimum charges. Maintenance Plan also covers "Hotline" phone support for equipment issues. Network, workstation, and software support are not covered by a standard maintenance agreement and are chargeable on a per call or hourly basis. Agreement may be subject to cancellation in the event of late or non-payment, relocation, damage, abuse, negligence, or use of un-authorized parts, supplies or service.

Duplicating Products, Inc.

X

Authorized Signature

DEAN A SNYDER SAE 3 MAY 2024

Print Name and Title

Date

X

Authorized Signature

05/03/2024

Print Name and Title

Date





4. **SECURITY DEPOSIT.** Lessor may apply any security toward any obligation of Lessee hereunder and shall return any unapplied balance to Lessee, without interest upon satisfaction of Lessee's obligations. The Lessor may commingle the security deposit with its other funds. In the event that the Lessor applies the security deposit to satisfy an obligation of Lessee shall immediately replace any portion of the security deposit so applied by Lessor.

5. **WARRANTIES.** Lessee agrees that it has selected each item of Equipment based upon its own judgment and disclaims any reliance upon any statements or representations made by Lessor. LESSOR MAKES NO WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED, AND LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE EQUIPMENT. Lessee agrees to make the rental and other payments required hereunder without regard to the condition of the Equipment and to look only to person other than Lessor such as the manufacturer, vendor, or carrier thereof should any item of Equipment for any reason be defective. So long as no Event of Default has occurred and is continuing, Lessor agrees, to the extent they are assignable, to assign to Lessee, without any recourse to Lessor, any warranty received by Lessor. SUPPLIER IS NOT AN AGENT OF LESSOR, AND LESSEE SHALL HAVE NO RIGHT TO RELY ON STATEMENTS OR REPRESENTATIONS MADE BY SUPPLIER. Lessor assumes no responsibility for the installation, adjusting, or servicing of the agreement.

6. **TITLE.** Title to the Equipment and security interests shall at all times remain in Lessor, and Lessee at its expense shall protect and defend the title of Lessor and keep it free of all claims and liens and security interests other than the rights and security interests created by or arising through Lessor. The Equipment shall remain personal property regardless if its attachment to realty and Lessee agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interests in the Equipment as a result of its attachment to realty, and to immediately notify the third party of Lessor's claims, lien, or security interest.

7. **LAWS AND TAXES.** Lessee shall comply with all laws and regulations relating to the Equipment and its use. Upon request by Lessor, Lessee shall prepare and file all tax returns relating to taxes for which Lessee is responsible hereunder which Lessee is permitted to file under the laws of the applicable taxing jurisdiction. As a standard practice, Lessor pays applicable property taxes.

8. **INDEMNITY.** Lessor and Lessee hereby indemnify and agree to the other Lessor harmless from any and all liability and expense arising out of the ordering, leasing, ownership, use, condition, or operation of each item of Equipment during the term of this Lease, including liability for death or injury to persons, damage to property, strict liability under the laws of judicial decisions, and legal expenses in defending any claims brought to enforce any such liability or expense, but excluding any liability for which Lessee is not responsible under paragraph 7.

9. **LESSEE'S ASSIGNMENT AND REMOVAL.** Without Lessor's prior written consent, Lessee will not sell, assign, sublet, pledge, or otherwise encumber or permit a lien arising through to exist on or against any interest in this Lease Agreement or the Equipment or REMOVE THE EQUIPMENT FROM ITS LOCATION REFERRED TO ABOVE. Lessor may assign its interest in this Lease Agreement and sell or grant a security interest in all or any part of the Equipment without Lessee's consent. Lessee agrees not to assert any assignee of Lessor any claim or defense Lessee may have against Lessor.

10. **INSPECTION.** Lessor may inspect the Equipment at any time and from time to time during regular business hours.

11. **REPAIRS AND USE.** Lessee will use the Equipment with due care and for the purpose for which it is intended. All such parts when furnished shall immediately become the property of Lessor and part of the Equipment for all purposes hereof.

12. **LOSS OR DAMAGE.** In the event of any item of Equipment shall become lost, stolen, missing, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event of condemnation or seizure of any item of Equipment, Lessee shall promptly pay Lessor (a) the amount of all rent and other amounts payable by Lessee hereunder with respect to such item due but unpaid at the date of such payment plus (b) the amount of all unpaid rent with respect to such item for the balance of the term of this Lease Agreement not yet due at the time of such payment (c) twice the amount of any investment tax credit recaptured by Lessor on account of early disposition of such item plus (d) \$500.00 of the original cost of such item to Lessor, which represents liquidated damages or compensation for loss of Lessor's anticipated residual value. Upon payment of such amount to Lessor such item shall become the property of Lessee. Lessor will transfer to Lessee, without recourse or warranty, all of Lessor's right, title, and interest therein, the rent with respect to such item shall terminate, and the basic rental payments on the remaining items shall be reduced accordingly. Lessee shall pay any sales and use taxes due on such transfer. Any insurance or condemnation proceeds received shall be credited to Lessee's obligation under this paragraph and Lessor shall be entitled to any surplus.

13. **INSURANCE.** Lessor shall be under no duty to ascertain the existence of or to examine such policy or to advise Lessee in the event any such policy shall not comply with the requirements hereof.

14. **RETURN OF EQUIPMENT.** Upon the expiration of this Lease, the Lessee will immediately allow Lessor access to premises for the pick-up of the Equipment by Lessor in the same condition as when delivered to Lessee, ordinary wear and tear excepted. If equipment has been relocated, Lessee will immediately deliver the Equipment to such location within the continental United States as Lessor shall designate. Lessee shall pay all transportation and other expenses relating to such delivery.

15. **DOCUMENTATION REQUIREMENTS.** Lessee will promptly execute and deliver to Lessor such further documents and takes such a further action as Lessor may request in order to more effectively carry out the intent and purpose of this Lease Agreement, including the execution and delivery of appropriate financing statements to fully protect Lessor's intent hereunder in accordance with the Uniform Commercial Code or other applicable law. Lessee authorizes Lessor to file at Lessor's option the informational financing statements to fully protect Lessor's interest hereunder in accordance with the Uniform Commercial Code or other applicable law. Lessee authorizes Lessor to file at Lessor's option the informational financing statements without Lessee's signature and, if a signature is required by law, Lessee appoints Lessor as Lessee's attorney-in-fact to execute such financing statements. Lessee further agrees to pay Lessor stated Documentation Fee to cover the expense of originating the Lease. Notwithstanding any other provision herein, the Lessee shall reimburse the Lessor for all expenses incurred by Lessor on account of the Lessor or Lessee protecting the Lessor's interest in the Equipment by means of appropriate documentation and filing, including fixture, searchers, and other procedures.

16. **COLLECTION CHARGES.** If any installment of basic rent is not paid when due, Lessor may impose a late charge of \$15.00 per month/per payment, commencing one month after the due date of the first delayed payment but in any event not more than permitted by applicable law. Payments thereafter received shall be applied first to delinquent installments and charges and then to current installments. Lessee agrees to pay Lessor a collection call charge of \$15.00 to compensate Lessor for time and expense of making such call. If for any reason Lessee's check is returned to the Lessor for non-payment, a \$25.00 bad check charge will be imposed.

17. **DEFAULT.** Each of the following events shall constitute an "Event of Default" hereunder: (a) Lessee shall fail to pay when due any installment and charges of basic rent; (b) Lessee shall fail to observe or perform any other agreement to be observed or performed by Lessee hereunder and the continuance thereof for 10 calendar days; (c) Lessee or any guarantor of this Lease Agreement or any partner of Lessee if Lessee is a partnership shall cease doing business as a going concern or make an assignment for the benefit of creditors; (d) Lessee or any guarantor of this Lease Agreement or any partner of Lessee if Lessee is a partnership shall voluntarily file, or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt, or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver, or liquidator shall be appointed of it or all or a substantial part of its assets; (e) any individual Lessee, guarantor of this Lease Agreement, or partner of Lessee if Lessee is a partnership shall die; (f) breach of any representation or warranty made by the Lessee or any guarantor of this Lessee (g); levy, seizure of attachment of the equipment; (h) an event of default shall occur under any other obligation Lessee owes to Lessor.

18. **REMEDIES.** Lessor and Lessee agree that Lessor's damages suffered by reason of an Event of Default are uncertain and not capable of exact measurement at the time this Lease Agreement is executed because of the value of the Equipment at the expiration of this Lease Agreement is uncertain, and therefore they agree that for purposes of this paragraph 18 "Lessor's Loss" as of any date shall be the sum of the following: (a) the amount of all rent and other amounts payable to Lessee hereunder with respect to such item due but unpaid at the date of such payment plus (b) the amount of all unpaid rent with respect to such item for the balance of the term of this Lease Agreement not yet due at the time of such payment (c) \$500.00 of the original cost of such item which represents liquidated damages or compensation for loss of Lessor's anticipated residual value, plus any costs of collection, prejudgment interest, and a reasonable attorney's fee. Upon the occurrence of an Event of Default and at any time thereafter, Lessor may exercise any one or more of the remedies listed below as Lessor in its sole discretion may lawfully elect; provided, however, that upon the occurrence of an Event of Default specified in paragraph 17 (d), an amount equal to Lessor's Loss as of the date of such occurrence shall automatically be and become immediately due and payable without notice or demand of any kind.

(a) Lessor may, by written notice to Lessee, terminate this Lease and declare an amount equal to Lessor's Loss as of the date of such notice to be immediately due and payable, and the same shall thereupon be and become immediately due and payable without further notice or demand, and all rights of Lessee to use the Equipment shall terminate but Lessee shall be and remain liable as provided in this paragraph 18. Lessee shall at its expense promptly deliver the Equipment to Lessor at a location or locations within the continental United States designated by Lessor. Lessor may also enter upon the premises where the Equipment is located and take immediate possession of and remove the same with or without instituting legal proceedings.

(b) Lessor may process by appropriate court action to enforce performance by Lessee of the applicable covenants of this Lease Agreement or to recover for breach of this Lease. Lessor's Loss as of the date Lessor's Loss is declared due and payable hereunder; provided, however, that upon recovery of Lessor's Loss from Lessee in any such action without having to repossess and dispose of the Equipment, Lessor shall transfer the Equipment to Lessee at its then location upon payment of any additional amount due under clauses (d), (e), and (f) below.

(c) In the event Lessor repossess the Equipment, Lessor shall either retain the Equipment in full satisfaction of Lessee's obligation hereunder or sell or lease each item of Equipment in such manner and upon such terms as Lessor may in its sole discretion determine, the proceeds of such sale or lease shall be applied to reimburse Lessor for Lessor's Loss and any additional amount due under clauses (d), (e), and (f) below. Lessor shall be entitled to any surplus and Lessee shall remain liable for any deficiency. For purposes of this subparagraph, the proceeds of any lease of all or any part of the Equipment by Lessor shall be the amount reasonably assigned by Lessor as the cost of such Equipment in determining the rent under such lease.

(d) Lessor may recover twice the amount of any investment tax credit taken with respect to the Equipment recaptured by Lessor on account of early disposition of the Equipment.

(e) Lessor may recover interest on the unpaid balance of Lessor's Loss from the date it becomes payable until fully paid.

(f) Lessor may exercise any other right or remedy available to it by law or by agreement, and may in any event recover legal fees and other expenses incurred by reason of an Event of Default or the exercise of any remedy hereunder, including expenses of repossession, repair, storage, transportation, and disposition of the Equipment. No remedy given in this paragraph is intended to be exclusive, and each shall be cumulative but only to the extent necessary to permit Lessor to receive amounts for which Lessee is liable hereunder. No express or implied waiver by Lessor of any Event of Default shall constitute a waiver of any other Event of Default.

19. **NOTICES.** Any written notice hereunder to Lessee shall be deemed to have been given when delivered personally or deposited in the United States mails, postage prepaid, addressed to Lessee and its address set forth or at such other address as may be last known to Lessor.

20. **NET LEASE AND UNCONDITIONAL OBLIGATION.** This Lease is a completely net Lease and Lessee's obligation to pay the rent and amounts payable by Lessee under paragraphs 12 and 18 is unconditional and not subject to any abatement, reduction, setoff or defense of any kind.

21. **NON-CANCELLABLE LEASE.** This Lease cannot be cancelled or terminated except as expressly provided herein.

22. **SURVIVAL OF INDEMNITIES.** Lessee's obligations under paragraph 7 and 8 shall survive termination of this Lease Agreement.

23. **MISCELLANEOUS.** Any provision of this Lease which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Lease and such unenforceable in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. The terms and conditions of this Lease supersede the terms and conditions of any related purchase order.

24. **CONSENT TO GEORGIA LAW, JURISDICTION AND VENUE.** This lease shall be deemed fully executed and performed in the state of Georgia and shall be governed by and construed in accordance with the laws thereof. In any action, proceeding, or appeal on any matter related to or arising out of this Lease, the Lessee and guarantor shall be subject to the personal jurisdiction of the state of Georgia, including any state or federal court sitting therein, and all court rules thereof and shall accept venue in any federal or state court in Hall County, Georgia.

25. **RENEWAL.** Unless LESSEE, thirty days prior to the expiration of this lease notifies LESSOR in writing of its intentions to terminate this lease at its expiration date, then this Lease shall automatically be renewed upon all of the terms and conditions as stated herein for additional thirty day periods. Said renewal shall constitute a wholly new Lease Agreement between Lessor and Lessee. Any assignee, purchaser, holder, or holder in due course of Lessor and this Lease Agreement shall receive the benefits only of the original Lease Agreement, and not of any renewal hereof. In the event of renewal. All benefits of this Lease Agreement shall revert to Lessor.

# *Addendum to Equipment Lease Contract*

## *for leases to state or municipal entities*

This addendum (the "Addendum") is incorporated into and a part that certain Equipment Lease Contract by and between DPI Leasing ("Lessor," "we," "us") and Lumpkin County Commissioners, a state or municipal governmental entity ("Lessee," "you," "your") executed by the Lessee on July 21, 2023, under which the Lessee will lease RICOHN Equipment from the Lessor. This Addendum and the Equipment Lease Contract together are one contract. This Addendum shall amend the Equipment Lease Contract to the extent, and only to the extent, that the terms of this Addendum are inconsistent with the terms of the Equipment Lease Contract. All other terms of the Equipment Lease Contract shall be and remain in full force and effect. In consideration of the Lessor's ("we") agreement to purchase the equipment and lease it to the Lessee ("you"), the Lessee agrees as follows:

- I. REPRESENTATIONS, COVENANTS AND WARRANTIES OF LESSEE.** You hereby represent, covenant and warrant to us as follows: (a) You are authorized under the Constitution and laws of the State to enter into this Lease (and the other agreements and documents relating to the Lease, hereinafter included in the definition of "Lease") and to perform all of your obligations hereunder and thereunder; (b) The officer of the Lessee entity who is executing the Lease and each Schedule has been duly authorized to execute and deliver same under the terms and provisions of a resolution of your governing body, or by other appropriate official action; (c) In authorizing and executing the Lease, you have complied with all public bidding, usury and other State and Federal laws applicable to the acquisition of the Equipment; (d) You have sufficient appropriations or other funds available to pay all amounts due under Lease for the applicable fiscal year; (e) The Equipment is essential to your proper, efficient and economic operation; (f) You have never terminated an equipment lease, lease-purchase or similar contract due to non-appropriation of funds or defaulted under the terms thereof.
- II. NON-APPROPRIATION OF FUNDS.** You believe that funds can and will be obtained in amounts sufficient to make all Lease Payments during the Lease term. You and your fiscal officer hereby covenant that you (the Lessee entity) and he/she will do all things within your and his/her power to obtain, maintain and properly request and pursue funds from which the lease payments and payments for other related charges, if any, may be made, specifically including in your annual budget requests amounts sufficient to make such payments for the full Lease term. You intend to make all such payments for the full Lease term if funds are legally available for that purpose. If your official governing body does not allot you funds for the succeeding fiscal year to continue such payments under the Lease, and you have no other available funds to continue making such payments under the Lease or to purchase, lease or rent other equipment or services to perform functions similar to those performed by the Equipment under this Lease, you may terminate the Lease at the end of the then current fiscal year, by giving ninety (90) days prior written notice to us, and enclosing therewith a sworn, notarized statement that the foregoing conditions exist. **The foregoing shall be the sole circumstance in which you will not be legally obligated to continue making such payments beyond the end of the then current fiscal year.** Upon the occurrence of this event, if any Lease is terminated by you in accordance with this paragraph, you agree (i) not to purchase, lease or rent personal property to perform the same or similar functions as, or functions taking the place of, those performed by the Equipment under this Lease, and (ii) not to permit such functions to be performed by your own employees or by any agency, contractor, service provider or other entity affiliated with or hired by you, for a period of three hundred sixty (360) days; provided, however, that these restrictions shall not be applicable in the event that the Equipment under this Lease is sold by us and the amount received from such sale, less all costs of such sale, is sufficient to pay the then balance otherwise then due from you under this Lease. If the application of these restrictions would affect the validity of this Lease, you agree to provide us with an opinion of your counsel relating to the circumstances of non-appropriation. Upon the occurrence of this event, you shall, at your cost and expense, both restore the Equipment to its original condition (excepting only reasonable wear and tear) and return it to us in accordance with the terms set forth in Section III of this Addendum. Upon termination of the Lease by reason of non-appropriation of funds as provided herein, you shall not be responsible for the payment of any additional Lease Payments coming due with respect to succeeding fiscal years. However, (a) **you shall continue to remain responsible for the payment of all past due payments and other obligations that accrued under the Lease prior to the end of the 90-day notice period referred to above;** and (b) if you have not delivered possession of the Equipment to us at your expense and conveyed title to us or released your interest in the Equipment to us within ten (10) days after the termination of the applicable Lease, the termination shall nevertheless be effective, but **you shall be responsible for the payment of damages in an amount equal to the amount of the lease payments thereafter coming due under the Lease that are attributable to the number of days after such ten (10) day period during which you fail to take such actions, plus all other losses suffered by us as a result of your failure to take such actions as required.** Non-Appropriation under one Lease shall not affect the validity or enforceability or any other lease or contract between you and us.

- III. RETURN OF EQUIPMENT.** Notwithstanding any contrary terms set forth or implied in the “Equipment Lease Contract,” upon the expiration or termination of the Lease in accordance with its terms prior to the payment of all lease payments and other amounts due to us hereunder, you shall return the Equipment to us in the same condition it was in as of the date it was delivered to you, excepting only reasonable wear and tear, in the following manner as may be specified by us in our sole discretion: (a) by delivering the Equipment at your cost and expense to such place within the State as we shall specify; or (b) by loading such portions of the Equipment as are considered movable at your cost and expense, on board such carrier as we shall specify and shipping the same, freight prepaid by you, to a place specified by us. If you refuse to return the Equipment in the manner designated above, we may repossess the Equipment and charge you with the costs of such repossession and/or pursue any other remedy provided to us in this Lease or under law.
- IV. OPTION TO PURCHASE.** Notwithstanding any contrary term set forth or implied in the “Equipment Lease Contract” or any separate purchase option document executed by us, upon the expiration of the originally scheduled term of the Lease, provided you have made all scheduled payments to us, have not terminated the Lease by reason of non-appropriation or other reason, and are not then in default under the Lease, you shall have the option to purchase our interest in the Equipment for the purchase option price specified in such purchase option.
- V. FINANCIAL INFORMATION.** During the term of this Lease, you annually shall provide us with current annual financial reports, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to your ability and commitment to continue the Lease as may be requested by us.

The terms of this Addendum shall inure to the benefit of Lessor’s successors and assigns.

Intending to be legally bound, the parties hereto have executed this Agreement effective as of the effective date of the Equipment Lease Contract.

LESSOR: DPI Leasing

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

LESSEE: LUMPKIN COUNTY COMMISSIONERS

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Lumpkin County, Georgia

## Public Works

**Date:** May 21, 2024

**Agenda Item:** 2024-044 GDOT 5311 FY2025 Transit Grant Award (*Fleet & Transit Division Manager Randy Allison*)

**Item Description:** GDOT 5311 FFY2025 Official Acceptance of awarded 5311 Grant for FFY 2025, July, 2024 – June 30, 2025.

**Facts & Historical Information:**

Lumpkin County's Transit Program was created in 1993. Lumpkin County Transit has historically provided over 5,000 one-way passenger trips annually to the citizens of Lumpkin County per year. Transportation is provided for medical appointments, shopping, personal errands, employment, and school.

**Requested budget for FFY 2025:**

Budget Request Summary:

Operating Budget Total:

| Total        | Federal      | State  | Local Match  |
|--------------|--------------|--------|--------------|
| \$206,670.00 | \$103,335.00 | \$0.00 | \$103,335.00 |

**Potential Courses Of Action:**

- A. Sign and accept the awarded grant.
- B. Do not sign and accept the awarded grant.

**Budget Impact:**

If Course A is chosen the funding will be secured to continue to operate the transportation for the period July 1, 2024 through June 30, 2025.

If Course B is chosen, the funding will not be secured and the operation of the transportation program will be suspended at the end of the current funding cycle (June 30, 2024).

**Staff Recommendation:** It is recommended that Course A be chosen – Submit the signed and accepted grant. The transportation program is valuable to many citizens of Lumpkin County who otherwise would have no viable means of affordable transportation.



# Lumpkin County, Georgia

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## Finance

**Date:** May 21, 2024

**Agenda Item:** 2024-045 Gas South, LLC – Natural Gas for Pinetree Recreation Center  
(Finance Director Abby Branan) **Ratify**

**Item Description:** Consideration of a contract with Gas South, LLC to provide natural gas to Pinetree Recreation Center

**Facts & Historical Information:** Gas South, LLC is the county's current natural gas vendor, and the existing agreement expires October 31, 2025. Upon completion of the Pinetree Recreation Center, the County needs to assume responsibility for service at this location. Gas South, LLC has aligned the PRC agreement expiration with the existing agreement and locked the rate at \$0.4560 per therm, which is slightly lower than the existing agreement's \$0.4667 per therm.

**Potential Courses Of Action:** A. Approve the contract with Gas South, LLC.  
B. Pursue a contract with a different natural gas vendor.

**Budget Impact:** The costs are included in the FY24 budget.

**Staff Recommendation:** Course of Action A



## AGREEMENT FOR NATURAL GAS SALES

Gas South, LLC ("Gas South") and Lumpkin County Board of Commissioners ("Customer") agree to enter into this Agreement for Natural Gas Sales as of the date set forth below, upon mutual consideration, the receipt and sufficiency of which is hereby acknowledged. The General Terms and Conditions (Rev. version dated January 1, 2021) are hereby incorporated into this Agreement for Natural Gas Sales by reference. This document is referred to as "the Agreement for Natural Gas Sales" and, together with the General Terms and Conditions, forms a single integrated agreement that is referred to as "this Agreement". Defined terms used but not otherwise defined herein have the meaning given to them in the General Terms and Conditions. Gas South and Customer agree as follows:

**Price Plan:** ☒ Fixed Price Plan or ☐ Market Tracker Plan.

**Fixed Price Plan:** Gas South will charge Customer a fixed price per therm for natural gas that will not change for the term specified below.

**Market Tracker Plan:** Gas South will charge Customer a price per therm for natural gas that varies monthly. For each month, the price per therm will equal the price of the NYMEX natural gas futures contract on the last day that it is traded for a given calendar month ("NYMEX Price"), plus a fixed amount per therm for the term specified below.

**Term:** The length of Customer's commitment to purchase natural gas will begin on 05/01/2024 and end on 10/31/2025 (as may be extended from time to time, the "Term").

**Customer will be charged:**

1a. Fixed price of: **\$ \$ 0.4560** per therm for the Term (*Applicable if Fixed Price Plan is selected above*).

1b. NYMEX price plus: **\$** per therm for the Term (*Applicable if Market Tracker Plan is selected above*).

2. Customer service fee of : **\$ 5.00** per metered account per month.

3. Interstate Pipeline Capacity Charges at the rate of: **\$ 8.50** per DDDC per month (DDDC for each location is determined by AGL annually or when the meter is established).

☐ No Interstate Pipeline Capacity Charges will apply (*Applicable if no other selection is made*).

Pricing identified in this Agreement is based on prevailing market conditions. Gas South reserves the right to adjust the proposed price if market conditions change. This is not an offer and pricing and other terms are valid and binding only if and when this Agreement has been executed by all parties.

### Market Tracker Plan ONLY

**Price Watch Option.** ☐ If this box is checked, Customer authorizes Gas South to convert the Market Tracker Plan price and Term to a fixed rate per therm lasting for 12 billing cycles if Gas South determines, in its sole discretion, that it can offer Customer a fixed price per therm of \$ at any time that Customer is receiving service from Gas South under terms described in this Agreement. Gas South will notify Customer in writing (including by electronic communication) of a conversion to this fixed price and specify the duration of such fixed price in relation to the Term in this Agreement.

**Trigger Option.** If this box is checked ☐ it is agreed that Customer may convert to a fixed rate per therm for one or more calendar months at any time during the Term as long as Customer's Projected Usage exceeds 50,000 therms. A request for such a Trigger Option can be made by contacting Gas South's account management team at [renewals@gassouth.com](mailto:renewals@gassouth.com) or 770-763-4323. Upon receiving a request from Customer, Gas South will furnish Customer with a price quote on a Trigger Option that would specify the rate that would apply over the period covered by the Trigger Option

### Projected Usage

☒ Gas South is offering to provide natural gas service on the pricing and for the Term provided in the Agreement for Natural Gas Sales based on the historic natural gas usage and patterns of use at each of the initial Locations over the prior twelve (12) months as reported to Gas South by AGL (*Applicable if no other selection is made*).

☐ Gas South is offering to provide natural gas service on the pricing and for the Term provided in the Agreement for Natural Gas Sales based on the agreed to projections of usage attached hereto as Appendix B.

If Customer elects to update Appendix A attached hereto, the aggregate, initial Projected Usage number for a given month established at the time the parties enter into the Agreement for Natural Gas Sales shall not be affected.

### Deposit

☒ Upfront deposit waived (*Applicable if no other selection is made*).

☐ Deposit must be paid before service begins under this Agreement.

Deposit Amount: \$

### Locations

LOCATIONS LISTED IN APPENDIX A, ATTACHED

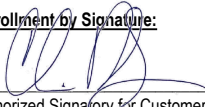
### Special Provisions:

In witness hereof, the parties consent to the terms of this Agreement:

Agreed to by:

Lumpkin County Board of Commissioners

For Enrollment by Signature:

By:  Date: 05/16/2024  
Authorized Signatory for Customer

Printed Name: Chris Dockery  
Title: Chairman

**GAS SOUTH, LLC**

3625 Cumberland Blvd, Suite 1500  
Atlanta, Georgia 30339

By:  Date: \_\_\_\_\_  
Printed Name: Jason Dolder  
Title: Chief Sales & Marketing Officer"

To report a gas leak or other emergency contact Atlanta Gas Light Company: 770-994-1946 (within metro Atlanta); 1-800-427-5483 (Toll Free outside of metro Atlanta)

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**Customer Account Information:**

|                                        |                            |                               |       |          |
|----------------------------------------|----------------------------|-------------------------------|-------|----------|
| Abby Branan                            | 99 Courthouse Hill Suite D | Dahlonega                     | GA    | 30533    |
| Customer Primary Contact Name          | Street Address             | City                          | State | Zip Code |
| 7064822552                             | 706.482.2554               | abby.branan@lumpkincounty.gov |       |          |
| Landline Phone Number                  | Mobile Phone Number        | Email Address                 |       |          |
| Preferred Method of Communication ____ |                            |                               |       |          |

☒ Customer Secretary of State Control Number (SOS#) or ☐ SSN# (check the box indicating whether SOS# or SSN# is provided)

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|                                        |                      |                                   |       |          |
|----------------------------------------|----------------------|-----------------------------------|-------|----------|
| Accounts Payable                       | 247 East Main Street | Dahlonega                         | GA    | 30533    |
| Accounts Payable Contact Name          | Billing Address      | City                              | State | Zip Code |
| (706) 482-2553                         |                      | accountspayable@lumpkincounty.gov |       |          |
| Landline Phone Number                  | Mobile Phone Number  | Email Address                     |       |          |
| Preferred Method of Communication ____ |                      |                                   |       |          |

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## GENERAL TERMS AND CONDITIONS

1. **Governing Terms.** These General Terms and Conditions are incorporated by reference into the Agreement for Natural Gas Sales agreed to by Customer and together form a single integrated agreement between Gas South and Customer. Any inconsistency between any terms of these General Terms and Conditions and the Agreement for Natural Gas Sales executed by Customer shall be resolved in favor of the terms of the Agreement for Natural Gas Sales. The Agreement for Natural Gas Sales together with these General Terms and Conditions are referred to as "this Agreement".
2. **Sale and Purchase.** Customer shall purchase and pay for all of its natural gas requirements for the Location(s) set forth in Appendix A to the Agreement for Natural Gas Sales on the pricing and for the Term specified in the Agreement for Natural Gas Sales. The pricing and Term specified in the Agreement for Natural Gas Sales are based on the historic natural gas usage and patterns of use at each of the Locations as reported to Gas South by Atlanta Gas Light ("AGL") and Gas South anticipates supplying similar amounts during the Term of this Agreement ("Projected Usage"). If Customer's actual usage for the combined Locations varies by more than 20% over any three consecutive calendar month period ("Test Period") from the Projected Usage for such Test Period, Gas South may propose a new Agreement that includes updated pricing and an extended Term to address changes in usage patterns. If Customer does not agree to such proposed Agreement, then Gas South may require Customer to pay Gas South's losses (as reasonably calculated by Gas South) during the Test Period resulting from Customer's actual usage for the combined Locations varying from the Projected Usage by more than 20%, or may terminate this Agreement in accordance with Section 10 of this Agreement, or both. If Customer desires to purchase natural gas from Gas South at any location not set forth in Appendix A to the Agreement for Natural Gas Sales, Customer must apply for a new Agreement or an amendment to this Agreement.
3. **Delivery of Natural Gas and Transfer of Title.** Customer appoints Gas South as its agent for gas transportation with AGL, so accordingly Gas South will deliver, or cause to be delivered, Customer's requirements for natural gas to the citygate of AGL ("Delivery Point") in accordance with AGL's Tariff as filed from time to time with the Georgia Public Service Commission ("GPSC"). Gas South has no obligations, duties, responsibilities or liabilities for delivery to Customer after it delivers natural gas to AGL at the Delivery Point and AGL is solely responsible for the delivery of natural gas from the Delivery Point to each of Customer's Location(s). Title and risk of loss pass from Gas South to Customer at the Delivery Point.
4. **Billing and Payment of Charges.** After the end of each billing cycle, Gas South shall deliver to Customer a statement setting forth the charges that are due and payable in full by the due date shown on Customer's statement. Customer authorizes Gas South to prepare and Customer agrees to pay statements based upon estimates of gas usage and charges when actual meter readings are not available. Estimated statements will be limited to no more than 2 consecutive billing periods. Customer's statement may also include, (a) all applicable federal, state and local taxes and charges, (b) all AGL regulated, pass-through charges that Gas South pays to AGL, (c) all adjustments related to previous billing disputes, meter reading errors, miscalculation of taxes, charges omitted from prior bills, or other errors or omissions as current laws and regulations permit and (d) all applicable turn-on, connection and other similar charges and fees. Customer may, in good faith, dispute the correctness of Customer's statement within 6 months after the date of such statement. If Customer sends written notice to Gas South within 14 days of the date of the statement in dispute, stating the good faith reason(s) for the dispute and the amount in dispute, then Customer may withhold payment for the disputed portion during investigation by Gas South so long as Customer pays the undisputed portion; otherwise, Customer must pay the statement in full by the applicable due date. After 6 months, Customer waives its right to dispute such statement. If Gas South determines that Customer was properly billed for some or all of the disputed portion, Customer shall make full payment (with interest pursuant to Section 5 of this Agreement) within 15 days after such determination.
5. **Late Payment, Nonpayment, Disconnection and Collection.** Without limiting Gas South's rights under Sections 10 and 11 of this Agreement and in addition to all other remedies available at law or equity, if Customer does not pay the undisputed portion of a statement in full by the due date and fails to cure within 5 days' notice from Gas South demanding payment, Gas South may, in accordance with the GPSC rules and regulations to the extent applicable, disconnect Customer's natural gas supply at all Locations for which Customer's statement is past due. Unpaid amounts will accrue interest from the due date at a rate equal to the lesser of (a) 1.5% per month (or a minimum of \$10 per account) or (b) the maximum amount allowed by law. Gas South may charge a fee of the greater of (a) \$30.00 or (b) 5% of the amount of the check or order, plus the amount of any fees charged to Gas South by a bank or financial institution for any returned check, bank draft or credit card transaction not processed due to insufficient funds or credit availability. If Customer asks to be reconnected and Gas South chooses in its sole discretion to reconnect Customer, Gas South will require Customer to pay reconnection charges imposed by AGL and to provide payment for any outstanding balances including interest. Customer agrees to waive any damages alleged to occur due to a disconnection of Customer's natural gas supply. Customer agrees to be responsible for all costs incurred by Gas South to collect amounts due on Customer's account, including attorneys' fees.
6. **Deposits; Credit Checks.** Gas South reserves the right to require Customer to provide a deposit or increase an existing deposit. The total required deposit may not exceed the amount of projected charges to Customer for the two (2) billing periods with the highest anticipated charges over the remaining Term based on Projected Usage. Gas South may require a deposit from Customer (a) as a precondition to providing service upon agreement of the parties, (b) after a Customer Default, or (c) after a material and adverse change in Customer's financial condition such that Gas South, in its sole discretion, deems itself insecure. Customer authorizes Gas South to perform credit checks. Customer must provide a deposit to Gas South within 5 days after receiving a written demand for the deposit amount from Gas South. Gas South may draw upon the deposit in connection with (a) Customer's failure to make payment when due or (b) a termination of this Agreement. Upon the expiration or termination of this Agreement, if Gas South has drawn less than the full amount of the deposit, Gas South will refund the difference to Customer within 60 days after the date Gas South ceases to be Customer's natural gas supplier. To the extent that a court rules that Gas South is a "utility" within the meaning of the Bankruptcy Code, in the event of a filing of a bankruptcy petition by or against Customer, or if Customer consents to an order for relief under the Bankruptcy Code, Customer agrees that it will consent to a deposit under 11 U.S.C. § 366 as adequate assurance of payment equal to Customer's projected charges for the 2 billing periods with the highest anticipated charges over the remaining Term based on Projected Usage. Nothing in this Agreement shall constitute an agreement by Gas South that such deposit constitutes adequate assurance of payment, and Gas South reserves all of its rights to contest such deposit as adequate as permitted by 11 U.S.C. § 366.
7. **Option to Convert to a Fixed Price Plan** If Market Tracker Plan is selected in the Agreement for Natural Gas Sales executed by Customer, Customer may request to convert to a Fixed Price Plan at any time for a Term of Customer's choosing by contacting Gas South's account management team at [renewals@gassouth.com](mailto:renewals@gassouth.com) or 770-763-4323 and executing a new Agreement that would supersede the existing Agreement.
8. **Pricing Upon Expiration of the Term.** Upon the expiration of the Term, Customer may (a) accept new terms, pricing, and/or Term offered by Gas South, (b) take no action and continue service under this Agreement under Gas South's monthly default commercial variable rate per therm (which may be viewed on Gas South's website) and Gas South's monthly default DDDC rate per month based on Location (which is based on AGL's DDDC rate) with a month-to-month Term, or (c) send a written termination notice to Gas South in accordance with Section 9 of this Agreement.
9. **Termination at the end of the Term.** Customer or Gas South may terminate this Agreement by sending to the other party, in the case of Customer terminating, no less than 10 days' advance written notice, and in the case of Gas South terminating, no less than 25 days' advance notice. After receipt of such notice, this Agreement will remain in effect until the later of (a) the end of the Term and (b) the date that Gas South receives confirmation from AGL that service to Customer has either been disconnected at each of the Location(s) or switched to another natural gas provider. In the event of termination of this Agreement, Gas South may disconnect Customer's service effective as of the end of the Term; however, Gas South has no obligation to notify AGL to initiate a disconnection or switch and it is Customer's obligation to arrange for service from another natural gas provider.
10. **Termination for Customer Default.** Gas South may terminate this Agreement and disconnect all of Customer's Locations based on the following events (each a "Customer Default") upon giving notice to Customer: (a) Customer's rejection of a new Agreement after a material change in actual usage as provided in Section 2 of this Agreement, (b) termination, repudiation or discontinuation of service by Customer other than in accordance with Section 9 of this Agreement, (c) failure to pay any undisputed amount within 5 days of such amount becoming due or a failure to provide a deposit to Gas South when due, (d) misrepresentation during the enrollment process or upon entering into this Agreement, (e) filing of petition of bankruptcy and failure of Customer to comply with the provisions of 11 U.S.C. § 366, (f) Customer makes an assignment or any general arrangement for the benefit of creditors or otherwise becomes bankrupt or insolvent or (g) any other material breach by Customer of this Agreement provided that Gas South shall first give Customer 14 days to cure such material breach.
11. **Liquidated Damages.** If Gas South terminates this Agreement based on a Customer Default, Customer shall be obligated to pay Liquidated Damages (as defined below) to Gas South, in addition to any amounts due to Gas South but unpaid at the time of termination. Customer acknowledges that Gas South has made purchases and commitments and incurred costs and charges to acquire natural gas to supply Customer's requirements. As a result, Gas South will incur substantial costs and losses in connection with a Customer Default that are difficult or impractical to exactly ascertain or compute. Customer agrees that the amount of Liquidated Damages is in fact a fair and reasonable pre-estimate of the amount of actual damages that Gas South is likely to incur upon a Customer Default. Specifically, Liquidated Damages shall be equal to the sum of the Cost Component plus the Loss Component.
  - A. The Cost Component is equal to (A) a fixed, pre-determined charge of \$0.05 per therm (which compensates Gas South for its estimated administrative and general costs, including third party fees such as brokerage fees, commissions and other transaction costs in connection with terminating this Agreement) multiplied by (B) Customer's Projected Usage in the months (including prorated amounts for partial months) remaining during the Term.
  - B. The Loss Component is equal to the positive result of (if a negative number results, the Loss Component shall equal zero) the sum, for each month remaining in the Term (including prorated amounts for partial months), of (A) the Customer's Projected Usage for such month multiplied by the difference between (i) the contracted gas price and (ii) the per therm price of the NYMEX natural gas futures contract for such month at the time this Agreement is terminated (for the Market Tracker NYMEX, the difference between (i) and (ii) shall equal any specified adder in the Agreement for Natural Gas Sales), plus (B) all other charges to Customer that would have applied during such month (including the Interstate Pipeline Capacity Charges and Service Charges, but excluding AGL pass-through regulatory charges) calculated based on Customer's Projected Usage and number of Locations, minus the projected transportation costs for such month.
12. **Representations and Warranties.** Customer hereby represents, warrants and acknowledges that: (a) this Agreement constitutes a valid and binding obligation enforceable against it in accordance with its terms, (b) there is not pending, or to its knowledge threatened against it, any legal proceedings that could materially adversely affect its ability to perform under this Agreement, (c) Gas South is not acting as a fiduciary or advisor in respect of this Agreement, (d) Customer is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of Gas South or any broker working for Gas South in so doing, and is capable of assessing the merits and risks of this Agreement, (e) any broker involved in marketing this Agreement is acting as Gas South's broker and not as a broker of Customer, (f) Gas South is a "critical supplier" under the Bankruptcy Code and Customer agrees to take action immediately after any bankruptcy filing to give Gas South critical supplier status, and (g) each transaction hereunder constitutes a "forward contract" within the meaning of the Bankruptcy Code and Gas South is a "forward contract merchant" within the meaning of the Bankruptcy Code. If Customer is a governmental entity, Customer further represents and covenants that with respect to its payment obligations and liability under this Agreement, it will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues from liability, suit, jurisdiction of court, relief by way of injunction, order for specific performance or execution or enforcement of any judgment.

- 13. Limitation of Warranties and Liability.** GAS SOUTH MAKES NO REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT. GAS SOUTH EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITH RESPECT TO, MERCHANTABILITY, USAGE, OR SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S REMEDY AGAINST GAS SOUTH ARISING FROM A BREACH OF THIS AGREEMENT IS LIMITED TO DIRECT AND ACTUAL DAMAGES INCURRED. CUSTOMER WAIVES ANY OTHER REMEDY, INCLUDING INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES BY STATUTE, IN TORT OR IN CONTRACT, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER THIS AGREEMENT. THE MAXIMUM LIABILITY OF GAS SOUTH TO CUSTOMER FOR ANY CLAIM WHETHER IN STATUTE, CONTRACT, TORT OR OTHERWISE SHALL BE THE GREATER OF \$1,000 OR TWO TIMES THE AMOUNT OF CUSTOMER'S AVERAGE MONTHLY CHARGE FOR NATURAL GAS THERMS. Any claim against Gas South must be presented to Gas South in writing within 6 months of the occurrence or event giving rise to the claim. Customer releases Gas South from all liability and waives all claims: (a) for Customer's use or handling of the natural gas, (b) for operations of AGL, (c) for interruptions, termination or deterioration of its delivery or other services due to actions by AGL or others, (d) for other pipeline or storage operations or resulting interruption of upstream transportation that is scheduled as firm that prevents the delivery of natural gas to the Delivery Point, (e) for personal injury or property damage and (f) presented to Gas South after the applicable 6 month time period. Customer agrees to indemnify, defend and save Gas South harmless from any and all liability, losses, damages, causes of action, lawsuits, claims, expenses, and reasonable attorneys' fees and costs of court, including death or injury to persons or property, associated with (a) natural gas sold under this Agreement after such natural gas arrives at Customer's meter at a Location or (b) Customer's equipment, machinery, devices, facilities, appliances, piping, or connections.
- 14. Force Majeure.** Gas South is excused from performance and is not liable for any failure to perform under this Agreement to the extent such failure is caused by an event or circumstance that is not within its reasonable control, including without limitation acts of God, natural disasters, any governmental action, strike, labor dispute, civil unrest, war or act of terrorism, a force majeure event declared by AGL, a failure or interruption of any natural gas pipeline or distribution system and a failure of information systems. Gas South's performance is excused for the duration of any such event until circumstances permit Gas South to resume performance.
- 15. Governing Law.** This Agreement will be governed by the laws of the State of Georgia, including applicable tariffs filed with and orders entered by the GPSC. The conflicts of law provisions of Georgia law shall not apply to this Agreement.
- 16. Dispute Resolution (Class Action Waiver).** Any dispute between Gas South and Customer that cannot be resolved informally shall be resolved through either arbitration or Magistrate Court. Neither party may pursue resolution of any dispute in arbitration or in Magistrate Court as a representative, as a private attorney general, or as part of a class action, and Customer may not be a named or unnamed class member or representative in any such action. By signing below, the parties agree to comply with this dispute resolution (class action waiver) provision, which describes the only procedures under this Agreement for resolving a dispute. Customer may opt out of this dispute resolution (class action waiver) provision by following the instructions below. Gas South will be bound by the election to opt out. This dispute resolution agreement does not alter any substantive rights that Customer may have under state or federal law, including the right to file a complaint with the GPSC.
- Magistrate Court guidelines.** For all qualified claims or disputes brought by a party in Magistrate Court, each party hereby consents to the jurisdiction and venue of the Cobb County Magistrate Court for the resolution of any dispute respecting the rights and duties of the parties under this Agreement. If, for any reason, the dispute cannot be adjudicated in the Magistrate Court, then the claiming party must seek resolution of the dispute through arbitration.
  - Arbitration guidelines.** If Customer seeks resolution of the dispute in arbitration, Gas South will pay: (1) the arbitrator's fees and any other reasonable expenses charged by the arbitration provider, and (2) if Customer recovers an award of monetary and/or equitable relief that is greater than any offered previously in writing by Gas South to resolve the specific dispute and Customer has not disclosed to the arbitrator the relief offered previously by Gas South, Gas South shall pay Customer's reasonable attorney fees. Gas South will not be entitled to recover any fees or arbitration expenses from Customer. The arbitration hearing will be held before a nationally recognized provider of arbitration services at a location selected by Customer within Georgia. The rules of the arbitration provider will apply. Only the arbitrator, not any federal, state, or local court or agency, has the authority to determine the applicability or enforceability of this arbitration provision. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.
- 17. Dispute Resolution Opt-out.** Within 30 days after entering into this Agreement, Customer may opt out of the above dispute resolution (class action waiver) provision by providing written notice to Gas South at the address provided in Section 20 of this Agreement, which contains Customer's name, address, account number, and the effective date of this Agreement. Customer's election to opt-out applies only to this Agreement. If Customer elects to opt-out of Section 16 of this Agreement in accordance with this Section 17, then with respect to any dispute between Gas South and Customer arising under this Agreement that cannot be resolved informally, each party consents to the exclusive jurisdiction of the state or federal courts located in Cobb County, Georgia, represents and warrants that it may sue or be sued in such courts (subject only to subject-matter jurisdiction of such courts), and waives any right to assert that such courts are not convenient forum or to bring an action in any other forum. The parties mutually and expressly waive their rights to jury trial.
- 18. Tax Exemptions.** If Customer is exempt from federal, state or local sales or use taxes, Customer will be responsible for providing Gas South with a valid exemption certificate. Tax exemption begins on the billing cycle after Gas South receives such valid exemption certificate. Customer shall notify Gas South in writing within 14 days if its exemption certificate expires or is no longer valid. Customer is primarily and ultimately responsible to the applicable taxing authority for any sales or use taxes. Customer agrees to indemnify, defend and save Gas South harmless from any and all claims and liability to anyone whomsoever, and reasonable attorneys' fees and costs of court, arising from Customer's failure to pay sales or use taxes or Gas South's failure to collect sales or use taxes based on its reliance on an expired or otherwise invalid exemption certificate.
- 19. Change in Law.** If there is a change in law, GPSC order, administrative regulation, rule, order, judicial decision, statute, or a change in an interpretation or application of any of the foregoing (collectively, a "Change in Law") and such Change in Law causes Gas South to directly or indirectly incur any capital, operating, commodity or other costs relating to the provision of services to Customer, then Gas South shall, in its sole discretion, be permitted to either (a) pass through to Customer a share of Gas South's total Change in Law costs determined in Gas South's sole discretion by dividing such total costs across all similarly situated customers and weighted by their average monthly consumption volumes or (b) terminate this Agreement by providing Customer with 25 days' advance written notice without any further liability to Customer other than charges incurred for service up until the date of such termination.
- 20. Contact Information & Notices.**
- Customer Contact Information.** Customer Contact Information. By providing Gas South with a contact phone number, Customer expressly agrees that Gas South may call or text Customer at that number with general communications or service notifications related to Customer's account, including collections, or this Agreement. These calls or texts may be made using an automatic dialing system or prerecorded voice message. Wireless and text message fees may apply from Customer's carrier. Message frequency varies by account or preferences. Customer may opt-out of receiving autodialed or prerecorded calls by calling Gas South at 770-763-4323 or by responding to a text with the word STOP. If Customer texts STOP, Customer may receive an additional confirmation text acknowledging Gas South's receipt of Customer's request. Even if Customer opts out, Gas South may still continue to communicate with Customer by other means. Customer agrees to maintain up-to-date contact information with Gas South, including current phone numbers (including cell numbers, as applicable) for Customer's contact persons. If Customer's contact information changes, Customer must notify Gas South within 14 days.
  - Notices.** Any notices to be provided in writing to Gas South must be sent by U.S. mail addressed to: Gas South, LLC, 3625 Cumberland Boulevard, Suite 1500, Atlanta, GA 30339, ATTN: Commercial Account Management or to any subsequent address provided by Gas South. Customer must include Customer's Gas South account number on all correspondence or payments submitted to Gas South. Any notices to be sent to Customer in writing may be sent either by U.S. mail or by electronic means (including email or text message) to the contact information provided by Customer. Notices sent by electronic means and mail are effective when received.
- 21. Verbal Recordings.** Customer agrees Gas South may electronically record and maintain all telephone conversations with Customer without any special or further notice and Customer has the consent of its agents and employees to agree on their behalf.
- 22. Miscellaneous.** This Agreement is a single, integrated agreement and constitutes the entire agreement between the parties and supersedes all prior statements, agreements and negotiations, whether oral or written, related to the subject matter hereof. Customer acknowledges and agrees that, if this Agreement is solicited through a third party consultant, broker, or other agent of Customer, Customer is solely responsible for any commission or other fees charged by such third party consultant, broker or agent. Pricing under this Agreement may include any commission or similar fee payable by Gas South to any third party consultant, broker, or agent involved in the solicitation of this Agreement. Customer's payment and indemnification obligations and the dispute resolution (class action waiver) provision survive the expiration or termination of this Agreement. No affiliate of Gas South shall have any liability whatsoever for Gas South's performance, nonperformance, or delay in performance under this Agreement. If any provision of this Agreement is found to be invalid or unenforceable under applicable law, it shall be omitted from this Agreement without invalidating the remaining provisions. No waiver or release of any right under this Agreement by Gas South will be effective unless in writing and specific to such right under this Agreement. Customer may not assign this Agreement or Customer's rights hereunder without the prior written consent of Gas South. Gas South shall have the right to assign this Agreement or its obligation to sell natural gas to Customer without Customer's consent so long as the price, terms and conditions are not affected by the assignment. Neither party, without the consent of the other party, will disclose the contents of this Agreement, to any third party except to its employees, officers, directors, financial advisors, attorneys, service providers, affiliates, or lenders or to comply with a lawful subpoena or litigation discovery request, applicable law, order, or regulation. Gas South collects and uses relevant information about our customers from Customer and from third parties, including credit reporting agencies. Gas South may disclose such information to affiliates and/or contractors for the purposes of developing or offering new or enhanced products or services, or administering and/or collecting customer accounts. Gas South may also disclose such information to parties in connection with proposed business transactions, to credit agencies, or to duly authorized agencies investigating potential hazardous or illegal activity. This Agreement may be entered into and made binding by the verbal enrollment of Customer, or by Customer affixing its signature of its authorized representative physically or electronically and transmitting it to Gas South personally or electronically, or by other means of electronic confirmation approved by Gas South (each such method meaning "executed"). Terms and pricing agreed to Verbally or by Electronic Signature (whether digital or encrypted) shall serve to amend this Agreement without the necessity of executing a new Agreement. "Electronic Signature" shall mean any electronic sound, symbol, or process attached to or logically associated with a contract or other record and executed and adopted by a party with the intent to sign such contract or other record, including (but not limited to) facsimile, online or email electronic signatures. A photo static copy of this Agreement, as well as electronic communications and verbal recordings, shall be admissible in evidence and enforceable in court or other proceeding in lieu of, and without producing or accounting for, a document with original hand written signatures.

**Appendix A to the Agreement for Natural Gas Sales**  
**Locations**

| Location Name                               | Service Address                       | AGL #      | Type (Annual or Seasonal) | Seasonal Meter Term |
|---------------------------------------------|---------------------------------------|------------|---------------------------|---------------------|
| LUMPKIN COUNTY<br>BOARD OF<br>COMMISSIONERS | 200 PINETREE WAY, DAHLONEGA, GA 30533 | 6183424150 | Annual                    | N/A                 |



# Lumpkin County, Georgia

## Board of Commissioners

|                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Date:</b>                               | May 21, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Agenda Item:</b>                        | Request for Signage Update - Hwy 400/60 Welcome to Lumpkin County Sign<br>( <i>Tourism Director Sam McDuffie</i> )                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Item Description:</b>                   | This is a request from the Dahlonega-Lumpkin County Visitors Bureau to update the Welcome sign at the intersection of Highway 400 and 60.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Facts &amp; Historical Information:</b> | <p>With the recent separation between the Dahlonega-Lumpkin County Chamber of Commerce (DLCCC) and the Dahlonega-Lumpkin County Visitors Bureau (DLCVB), we would like to update the sign at the end of Georgia Hwy 400 and Georgia Hwy 60. The new signage has been completed, and the DLCVB shall pay for installation pending approval by the Lumpkin County Board of Commissioners. The updated signs were made from wood that had been sandblasted and treated to be weather-resistant.</p> <p>The two signs that will be replaced and updated are the Wine Highway sign and the old Chamber of Commerce logo. The Wine Highway is a program led by the Georgia Wine Growers Association, and only a few wineries in Lumpkin County participate. This sign will be replaced with the new Dahlonega-Lumpkin County Chamber of Commerce logo, located on the left side of the included photo. The Dahlonega-Lumpkin County Visitors Bureau logo and signage will replace the old Chamber of Commerce and Visitors Bureau sign, which was changed in 2020.</p> |
| <b>Potential Courses Of Action:</b>        | <p>A. Approve the request to update the sign.</p> <p>B. Deny the request to update the sign.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Budget Impact:</b>                      | The Dahlonega-Lumpkin County Visitors Bureau shall pay for the new signage and installation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Staff Recommendation:</b>               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |



DISCOVER  
**DAHLONEGA**

Current Sign:



Dahlonega-Lumpkin County Convention & Visitors Bureau  
13 South Park Street • Dahlonega, GA 30533 • 800.231.5543 • [www.dahlonega.org](http://www.dahlonega.org)

**Discover Dahlonega: The Heart of the Georgia Mountains!**



Updated Mock-up Signage:



Dahlonega-Lumpkin County Convention & Visitors Bureau  
13 South Park Street • Dahlonega, GA 30533 • 800.231.5543 • [www.dahlonega.org](http://www.dahlonega.org)

**Discover Dahlonega: The Heart of the Georgia Mountains!**



# Lumpkin County, Georgia

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## Board of Commissioners

**Date:** May 21, 2024

**Agenda Item:** Special Permit Request - Amplified Sound Ordinance

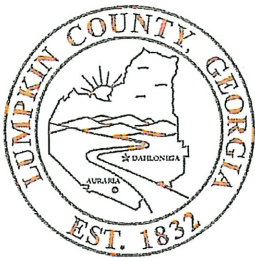
**Item Description:** This is a request from Matthew Garner for Montaluce Winery to have a one-time exception to the amplified sound/noise ordinance on Saturday, May 25. Per Chapter 32, Sec. 32-4 of the Lumpkin County Code of Ordinances, a one-time exception to the noise ordinance may be granted in the form of a special event permit. This request would enable Montaluce Winery to use amplified sound until 11:00 pm on Saturday, May 25, as a special event.

**Facts & Historical Information:**

**Potential Courses Of Action:**

**Budget Impact:**

**Staff Recommendation:**



## LUMPKIN COUNTY BOARD OF COMMISSIONERS

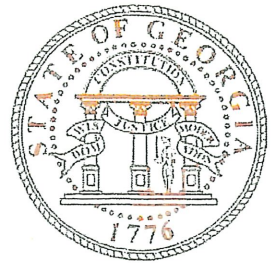
Tucker Greene  
District 1

Chris Dockery  
Chairman

Rhett Stringer  
District 3

Dr. Bobby Mayfield  
District 2

Jeff Moran  
District 4



### AGENDA ITEM REQUEST

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

Date: 5/21/2024  
Name: Matthew Garner  
Address: 946 Via Montaluce  
Dahlonega, GA 30533  
Phone: 678-618-0234  
Email: matthgarner@montaluce.com

**Topic/Subject to Present:**

Request for Special Event Permit  
Regarding Amplified Sound Ordinance  
(Saturday, May 25)

**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.