



LUMPKIN COUNTY

Board of Commissioners

Regular Meeting Agenda

Commissioners Boardroom

May 17, 2022
6:00 P.M.

- **CALL TO ORDER** Chairman Dockery
- **INVOCATION**
- **CONSIDERATION OF AGENDA**
- **PUBLIC COMMENTS (Agenda Specific)**
- **CONSIDERATION OF MINUTES**
 1. Board of Commissioners - Special Called Work Session - Apr 4, 2022 9:00 AM
 2. Board of Commissioners - Work Session - Apr 5, 2022 4:00 PM
 3. Board of Commissioners - Public Hearing - Apr 5, 2022 4:30 PM
 4. Board of Commissioners - Work Session II - Apr 19, 2022 5:30 PM
 5. Board of Commissioners - Regular Meeting - Apr 19, 2022 6:00 PM
 6. Board of Commissioners - Special Called Work Session - Apr 26, 2022 9:00 AM
- **RESOLUTIONS**
 7. 2022 - 25 - Reappoint Members to Library Board-David Luke to Seat 1,Kaye Campagnoli to Seat 4, both exp 06/30/26
 8. 2022 - 26 - Appoint Member to Lumpkin County DFACS Board - Melissa Line to Seat 4, expiring 06/30/2027
 9. 2022 - 27 - Appoint Member to Public Building Authority - --to Seat 2, of unexpired term ending 02/21/2025
 10. 2022 - 28 - Appoint Member to LC Board of Tax Assessors - Seat 2, unexpired term ending 6/30/2024
 11. 2022 - 29 - Hazardous Waste Trust Fund Application for Reimbursement Resolution
(*Finance Director Abby Branan*)
- **REPORTS**

Department reports can be viewed on the Commissioners web page at www.lumpkincounty.gov
Elected Officials
- **CONTRACTS/AGREEMENTS**
 12. 2022-020 - Legacy Link Nutrition Program Services FY-2023 Contract (*Senior Center Manager Linda Kirkpatrick*)

13. 2022-021 - GDOC Inmate Work Detail Contract (*Special Projects Director Ashley Peck*)
14. 2022-022 - United Futbol Academy Soccer (*Park & Recreation Manager Wade Chandler*)
15. 2022-023 - UNG Swimming Pool Agreement (*Park & Recreation Manager Wade Chandler*)
16. 2022-024 - Hazardous Waste Trust Fund Application for Reimbursement (*Finance Director Abby Branan*)
17. 2022-025 - Medicare Revalidation for Ambulance Service (*Finance Director Abby Branan*)

- **OTHER ITEMS**

18. Lumpkin County Employee Health Insurance Renewal (*Community & Employee Services Director Alicia Davis*)

- **COUNTY MANAGER**

- **COUNTY ATTORNEY**

- **COMMISSIONERS**

- **PUBLIC COMMENTS**

- **ADJOURNMENT**

LUMPKIN COUNTY
Board of Commissioners
Special Called Work Session Minutes
Commissioners Boardroom



April 4, 2022
 9:00 AM

CALL TO ORDER

The meeting was called to order at 9:04 AM by Chairman Chris Dockery

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

DISCUSS LAND USE CODE DRAFT REVISIONS

Land Use Code Revisions

Land Use Code Revisions

Planning Director Bruce Georgia went over a PowerPoint presentation about the draft Land Use Code revisions. He first outlined the major items that have remained the same, and then major items that are changing. He discussed conditional uses and how the SLUA process would be different. Commissioner Mayfield asked as far as road classifications, is there a process for a road to get reclassified later on if it changes? Mr. Georgia responded yes, and said it would go through the County Engineer, Mr. Reiter. Chairman Dockery asked some questions about the process for classifying the roads. He said the classification process needs to be in writing so it is objective, as it seems a bit too subjective now. Commissioner Mayfield agreed that we need objective criteria and a process for reclassifying roads as they grow.

There was discussion between Mr. Reiter and the Commissioners about the difference between arterial and collector roads. Mr. Reiter said arterial roads are roads that function as a network through the County. Collector roads may have as high of a traffic count as arterial roads, but they are not an artery that moves through the County. They typically provide access to many local roads, but are not necessarily a corridor for moving from one place to another. Chairman Dockery said there may be people who want to have their road upgraded from a local road to a collector road, since local roads seem to be the most restrictive to businesses. We will need to be able to define and defend what a local road is, he stated. We will have to answer people when they ask why their road is a particular category. Mr. Reiter said he would work on improving those definitions. There was additional discussion over how staff had developed the classifications, involving things such as the road geometry, traffic count, and number of attached roads. They also discussed how the width of a road may affect its classification due to safety. Chairman Dockery suggested that if a developer wanted a road to be upgraded, they would have to improve it to meet certain criteria. That way, if a development is going to increase traffic, the road will be brought up to a standard for traffic to navigate safely.

Mr. Georgia then moved on to the General Development and Restricted Development categories and the schedule of permitted activities. He believes this will be sufficient to capture most of the activities coming in. He elaborated on the compatibility performance standards and how to read the chart. Mr. Georgia also discussed the Conditional Use activities and the activities requiring Special Land Use Approvals. He said staff has been working with their attorneys on this draft.

Commissioner Moran asked if anything not on the charts is subject to a SLUA? Mr. Georgia responded yes. They will be put in a certain category by the Planning Director, and if the developer disagrees with it they can appeal to the Planning Commission. Commissioner Moran asked about commercial outdoor gun ranges, and Mr. Georgia said they will not be allowed. Chairman Dockery said he wanted to discuss that. He said if he hypothetically had 1,000 acres and wanted to put a gun range dead-center, why should he not be allowed to do that? He said he does not want to have a knee-jerk reaction and ban all outdoor gun ranges just because of the issue with the one on Porter Springs. There may be a situation where one could work successfully. Commissioner Mayfield said we could still have some reasonable criteria, as we owe it to our citizens to regulate commercial gun ranges.

Chairman Dockery brought up the recent Land Use Revisions survey that was on the County website. He said according to the number of people who completed the survey, only about 2 out of every 1,000 residents participated. He said the BOC needs to be careful not to "over-correct" or over-react to the results of the survey because it does not represent the entire population. We need to look at it objectively, not emotionally. He said we can take a short break and then go over the revisions section by section.

There was a break from 10:07 am to 10:24 am.

Upon returning from the break, the Commissioners went over the chart of permitted activities by section. Chairman Dockery read each item aloud and asked the Commissioners if they recommended any alterations. They discussed Addiction Treatment Facilities and possibly dividing that into Limited and Extensive. There was discussion over Animal Facilities and Animal Operations, and whether regulations should only cover commercial activities or private. Chairman Dockery suggested creating a standalone category for game processing, and he questioned if beekeeping should even be included in the regulations. There was additional discussion over small radio station buildings, campgrounds, retail, gun & archery ranges, manufacturing, outdoor storage, sawmills, towing/impound lots, and short-term rentals. The draft regulations stated that no short-term rentals would be allowed in platted subdivisions, but the Commissioners wanted that removed since it is more of a civil issue governed by HOAs. Chairman Dockery said he was not in favor of government regulating subdivisions.

There was discussion over possibly extending the moratorium. Commissioner Mayfield said the draft should be put out there for the public, and Mr. Georgia said it has been posted and he updates it frequently as changes are made. The Chairman said we don't have to release every single rough draft because it might create unnecessary panic. We should refine it and only then release it for public review. Regarding all of the changes that have been made tonight, Mr. Georgia asked if the Public Hearing tomorrow would still be necessary. Chairman Dockery said we could still hold the hearing and go over some of the suggested changes from tonight.

PUBLIC COMMENTS

A citizen came up (no name provided) and said she is very unsophisticated with computers. She said she would like someone to explain to her how to navigate the website, because she was not aware of the survey and could not find it. She said she did not see it advertised in the newspaper, and she reads the paper every week. Chairman Dockery asked her to provide her information to staff so they could assist her.

Steve Sylvester said he is discouraged by the lack of participation in the survey. However, he said elections are not cancelled just because not many people show up to vote; the results of the vote are respected. The people who participated are the people who care. Mr. Sylvester suggested for any commercial businesses, they should have a 100 foot minimum buffer in Restricted Development areas in order to preserve low density development. For single family residences and short-term rentals, he suggested a 2-acre minimum instead of a 1-acre minimum lot size. He also expressed concern about a section involving property owner consent where a developer could proceed with loosened restrictions if he/she receives consent from neighboring property owners. Mr. Sylvester said those restrictions are not put in just to protect immediate neighbors, but to protect the rural character of the area. Mr. Georgia explained that section presently means the Planning Commission will ask the applicant if they have a letter from neighbors stating they have no problem with the proposed use, and the Commission will typically accept it. It saves the applicant time and money, which has been the rationale for that option. Chairman Dockery pointed out that certain uses cannot be exempted just because of neighbor approval. Mr. Sylvester said perhaps it could be something included on property deeds if it was an agreement involving the neighbors.

Mr. Sylvester asked for clarification on several more sections, including hardship variances, subdivision greenspaces, and SLUAs. After all of these changes, he felt as if tomorrow would be a bad time for a public hearing as well. He said the final copy of the revisions should be publicly available for a week or two, and only then should the public hearing be scheduled. He thanked the Commissioners for providing time for him to comment. Chairman Dockery said we can extend the process if needed, and he said the BOC always tries to be as transparent as possible. He said it has been frustrating to have so many opportunities for public comment, but not many people show up. He stated the public's feedback is very important to the process.

Robin Hall said he is grateful for all of the work that Bruce Georgia has done during these revisions. He agreed with the direction of the changes but thinks the public will need more time to look over the draft. He said if something is worth doing, we need to do it right. He said there are certain things that developers/owners should have to disclose in applications. The LLC system of Georgia is very good at disguising the true, beneficial owner of a property. Mr. Hall said the true owner should be disclosed on all application forms. He also observed that even after approval has been granted, a lot of responsibility falls on different county departments, the State, and even federal agencies like the EPA. He thinks the application should also include what other organizations will be involved, and whether or not they have been consulted. Mr. Hall stated there should be a process for how to handle out of the ordinary uses, like a satellite launch pad. He also mentioned the issue of landfills and asked if we would ever open another landfill, and he said all business applicants should include information on what they plan to do with their solid and liquid waste. Mr. Hall said he was thankful this issue is being taken so seriously by the County.

Chairman Dockery asked Mr. Hall for his opinion on what to do with waste. He said he does not think Lumpkin County needs a landfill, but what should we do to prepare going forward to take care of disposing waste? Mr. Hall said this is not a problem unique to Lumpkin County. It should be a multi-county effort involving the surrounding counties. He is not a waste disposal expert, but he has seen that recycling is no longer economically viable as a business, so a solution will have to be found. One thing to do would be to encourage low-waste products that use less packaging.

ADJOURNMENT

The meeting was adjourned at 1:58 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Apr 4, 2022 9:00 AM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Work Session Minutes
Commissioners Boardroom



April 5, 2022
 4:00 P.M.

CALL TO ORDER

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

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

PRESENTATIONS

1. Public & Environmental Health Presentation

Public & Environmental Health Presentation

PROCLAMATIONS

2. Child Abuse Prevention Month Joint Proclamation

Child Abuse Prevention Month Joint Proclamation

MINUTES

3. Board of Commissioners - Work Session - Mar 1, 2022 4:00 PM
4. Board of Commissioners - Public Hearing - Mar 15, 2022 5:15 PM
5. Board of Commissioners - Work Session II - Mar 15, 2022 5:30 PM
6. Board of Commissioners - Regular Meeting - Mar 15, 2022 6:00 PM

RESOLUTIONS

7. 2022 - 15 - Reappoint Personnel Hearing Officer & Alternate Personnel Hearing Officer (Community & Employee Director Alicia Davis)

Reappoint Personnel Hearing Officer & Alternate Personnel Hearing Officer. Request for the Board of Commissioners to reappoint a Personnel Hearing Officer and an Alternate Personnel Hearing Officer

8. 2022 - 16 - Appoint Member to Planning Commission - David Woodward to Seat 7, exp 08/27/2025

Appoint Member to Planning Commission - David Woodward to Seat 7, exp 08/27/2025

9. 2022 - 17 - Appoint Members to W&S Authority - Seat 4, exp 05/31/2025 & Vic Dover to Seat 5, exp 05/31/2026

Appoint Members to W&S Authority - Seat 4, exp 05/31/2025 & Vic Dover to Seat 5, exp 05/31/2026

10. 2022 - 18 - Appoint Members to Hospital Authority - Seat 1 & Seat 4, exp 03/01/2024 & 03/01/2025

Appoint Members to Hospital Authority - Deborah Armstrong to Seat 1 & Seat 4, exp 03/01/2024 & 03/01/2025

Chairman Dockery said his nominee for Seat 1 will be Deborah Armstrong.

11. 2022 - 19 - Appoint Member to Airport Authority - Greg Trammell to Seat B with term exp 02/19/2025

Appoint Member to Airport Authority - Greg Trammell to Seat B with term exp 02/19/2025

12. 2022 - 20 - Revisions to Chapter 27 Land Use Code (Planning Director Bruce Georgia)

Revisions to Chapter 27 Land Use Code

Chairman Dockery summarized the discussions from yesterday's 9:00 AM special work session, where the draft Land Use Code revisions were discussed. He went over their discussion on the road classification system and how that might affect businesses. There are 643 businesses in the County currently on local roads, including businesses such as accounting, cleaning, daycare, construction, florists, event venues, manufacturing, and others. Some of them are in General Development areas and some are in Restricted Development. There are even some large companies located on local roads like Ethan Allen Drive and Breakstone Drive. The Chairman said we want to avoid any unintended consequences for businesses with the road classification system. He stated he will share his notes from yesterday's meeting, and now the Planning Department staff will work on implementing some of these changes into the draft, which will be made available to the public. Chairman Dockery went over his notes from the special work session in detail, summarizing the recommended changes.

13. 2022 - 21 - Request to Amend Purchasing Policy (Finance Director Abby Branan)

Request to Amend Bereavement Leave Policy. The county's current Bereavement Leave Policy does not address sending flowers when an employee or elected official experiences a bereavement. In past years, the county did send flowers when an employee or elected official experienced the death of an immediate family member – spouse, child, step-child, or parent, but there was no written policy, it was a practice. Somewhere around 2016, a verbal directive was given that the county would no longer provide flowers in the event of a bereavement. This is a request to formalize and put this practice into writing as part of our bereavement leave policy.

Alicia Davis said this could be placed in the bereavement policy or a standalone policy, unless we find a more suitable place for it. Chairman Dockery explained that when a prominent community member dies, the Commissioners all pitch in to purchase flowers out of their pockets. This policy would show that they are not using taxpayer funds to purchase flowers.

14. 2022 - 22 - County Acceptance of Roads in Crooked Creek Subdivision (Public Works Director Larry Reiter)

County Acceptance of Roads in Crooked Creek Subdivision. The Crooked Creek Homeowner's Association has requested that the Crooked Creek Subdivision roads be accepted into the County Maintenance System.

Larry Reiter said this subdivision was finished several years ago but the roads were never accepted. The HOA has completed the final step of top coating the roads and they are ready for acceptance. They spent about \$400,000 to patch and resurface those roads. The County Attorney Joy Edelberg said she has received and reviewed the title certificate.

15. 2022 - 23 - April Surplus Property

April Surplus Property. Consideration of list of County inventory items to be declared surplus.

CONTRACTS/AGREEMENTS

16. 2022-009 - MOU Amendment – Board of Regents/UGA & Lumpkin County - Extension 4-H Agent Contract (Finance Director Abby Branan)

MOU Amendment – Board of Regents/UGA & Lumpkin County - Extension 4-H Agent Contract. MOU spelling out duties and responsibilities of both parties.

Finance Director Abby Branan said the contract will be provided at Work Session II.

17. 2022-015 - Agreement between Lumpkin County Board of Commissioners and Windstream Services, LLC (Development Authority Director Rebecca Mincey)

Agreement between Lumpkin County Board of Commissioners and Windstream Services, LLC.

18. 2022-016 - Disaster Debris Monitoring Contract - Thompson Consulting Services, LLC (Public Works Director Larry Reiter)

Disaster Debris Monitoring Contract - Thompson Consulting Services, LLC. Extend contract with Thompson Consulting Services, LLC for an additional year.

19. 2022-017 - Disaster Debris Monitoring Contract - Goodwyn, Mills and Cawood, Inc., (Public Works Director Larry Reiter)

Disaster Debris Monitoring Contract - Goodwyn, Mills and Cawood, Inc. Extend contract with Goodwyn, Mills, and Cawood for an additional year.

20. 2022-018 - Deanna, Inc. DHS Coordinated Transportation SFY2022 – Congregate Transportation (Senior Center Manager Linda Kirkpatrick)

Deanna, Inc. DHS Coordinated Transportation SFY2022 – Congregate Transportation. For the period July 1, 2021 to June 30, 2022, it is requested that the Lumpkin County Board of Commissioners enter into a contract with Deanna Specialty Transportation, Inc. for congregate transportation (for participants of the Congregate Nutrition Program). The projected payment amount for SFY 2022 is \$52,000.00.

21. 2022-019 - Inmate Medical Contract (Finance Director Abby Branan)

Inmate Medical Contract

Ms. Branan said we received two responses to the RFP, and staff will interview the two companies next Monday. Commissioner Moran asked if someone from the LCSO will be present for the interviews, and she responded affirmatively.

OTHER ITEMS

22. Library Request for Additional Funding Allocation (Finance Director Abby Branan)

Chestatee Regional Library System has requested additional funding allocation in the 2022 budget year to cover increased utilities costs.

Jonathan Smith from Chestatee Regional Library System explained why utility costs have increased. They are requesting an additional \$15,000 to cover the remainder of the year. Commissioner Mayfield said it was anticipated that the new, larger library would have some increased costs. Chairman Dockery said the library gets used a lot and the community is proud of it, and with the larger square footage comes more costs.

23. FY23 Budget Guidance (County Manager Alan Ours)

FY23 Budget Guidance.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

EXECUTIVE SESSION - Litigation

Motion: Commissioner Mayfield moved to enter Executive Session at 4:46 pm and was seconded by Commissioner Greene. The motion carried.

Motion: Commissioner Mayfield moved to exit Executive Session and re-enter regular session at 5:21 pm. Commissioner Greene seconded the motion, which carried unanimously.

ADJOURNMENT

The meeting was adjourned at 5:22 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

LUMPKIN COUNTY
Board of Commissioners
Public Hearing Minutes
Commissioners Boardroom



April 5, 2022
 4:30 P.M.

Call to Order

The meeting was called to order at 5:22 PM by Chairman Chris Dockery

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

Public Comment on Draft Land Use Revisions

Clinton Crane spoke regarding his concerns over subdivision lot sizes and greenspaces. He mentioned how usually houses in subdivisions are required to have a minimum 1-acre lot size, but not if they have a designated greenspace. Mr. Crane said having so many septic tanks that close together is a problem. He said Lumpkin County needs to slow down the growth or we will end up being an Atlanta suburb like Dawson County. He said duplexes and multifamily housing should be discouraged to prevent the population from increasing.

Robin Hall said we need to take adequate time for the public to see the final draft. Currently we are seeing new drafts several times per week. He asked the BOC to consider extending the moratorium so we have adequate time to finish the regulations. Chairman Dockery asked where do we stop? If we have the final draft ready and then someone wants it changed, we will change it again. Then it is no longer the "final draft," and someone may oppose it again. He said the public does need adequate time to view the final product, and we can extend the moratorium if necessary.

June Woodward, 714 Rock Chimney Lane, urged the BOC to slow down. She said she recognizes there are downsides and complications to regulations, but you need to be able to enforce the regulations. She said she lives near Crane Lake and believes it is full of silt from Iron Mountain Park, though County and State officials said they could not locate the source of the runoff. She said there is a tried and proven way to solve this issue, and she has educated herself on the subject of hydrology. Ms. Woodward said the BOC needs to put a stop to the growth before we have a sprawling urban nightmare. She came from Long Island and South Florida and said she witnessed what happened in both of those places. She said right now, we do not have a way to say "no" to development, but traditional zoning gives you the power to say "no."

Chairman Dockery addressed Ms. Woodward regarding Crane Lake. The Planning Department worked closely with the State of Georgia to try and identify if there were any runoff issues resulting from Iron Mountain Park. We do not sweep it under the rug and ignore it. The State went out numerous times and could not find the issue. Regarding sewer, that is completely regulated by the State as well, he said. No one can even install a septic system without first obtaining State approval. The Chairman said when he first took office in 2012, he was hearing the opposite of these comments. Citizens used to say "Why can't we be like Dawson County?" and questioned why we could not have a grocery store. Now here we are ten years later and he is hearing the complete opposite. He questioned if we have changed that much. When you have development, he observed, there are certain things that just come along with it. Chairman Dockery said it is not possible to stop growth, but

you can grow in a smart way.

Ms. Woodward said she understands the limits of the State, but things first come to the Board of Commissioners. Traditional zoning is what keeps it from being in my backyard, and keeps it from being near streams or water. The Iron Mountain Park was in Agricultural Preservation, but now it isn't. Ms. Woodward said traditional zoning would have prevented putting a 4,000-acre ATV park in Agricultural Preservation. She said current uses would be grandfathered in, but zoning would give us the power to say no. Property is purchased under existing law, and this will help protect owners from future growth.

William Swansy was concerned that beekeeping would be regulated. He said we have a pollinator crisis, so those regulations should not be included.

Clinton Crane brought up when Chairman Dockery first came into office years ago. He said everyone back then wanted to be like Dawson County, but if you talk to residents of Dawsonville today, they are unhappy. Highway 53 is all backed up, and Highway 400 looks like Atlanta. Everyone at the Dawson Commissioner meetings has been complaining about new subdivisions, but it's too late. Mr. Crane said if a builder meets the regulations, you can't stop him no matter how many people are angry. He said we need to keep that kind of growth from happening to our county, with all of the people and vehicles that come with it. Mr. Crane clarified some of his earlier statements regarding subdivision lot sizes and greenspaces. He would like for every home to be on at least 1 acre no matter how much greenspace the subdivision has.

Chairman Dockery apologized for making everyone wait on the Public Hearing because of the executive session. He said we will try to avoid scheduling like that in the future.

Commissioner Mayfield said we aren't going to adopt anything without full disclosure.

Executive Session - Litigation

Motion: Commissioner Mayfield moved to enter Executive Session at 5:56 PM and was seconded by Commissioner Stringer. Motion carried unanimously.

Motion: Commissioner Mayfield moved to exit Executive Session and re-enter regular session at 6:32 PM. Commissioner Stringer seconded the motion, which was approved and carried.

Adjournment

The meeting was adjourned at 6:32 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

LUMPKIN COUNTY
Board of Commissioners
Work Session II Minutes
Commissioners Boardroom



April 19, 2022
 5:30 P.M.

CALL TO ORDER

The meeting was called to order at 5:32 PM by Chairman Chris Dockery

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

PROCLAMATIONS

1. Child Abuse Prevention Month Joint Proclamation

Child Abuse Prevention Month Joint Proclamation

CONSIDERATION OF MINUTES

2. Board of Commissioners - Work Session - Mar 1, 2022 4:00 PM
3. Board of Commissioners - Work Session II - Mar 15, 2022 5:30 PM
4. Board of Commissioners - Regular Meeting - Mar 15, 2022 6:00 PM
5. Board of Commissioners - Public Hearing - Mar 15, 2022 5:15 PM

RESOLUTIONS

6. 2022 - 15 - Reappoint Personnel Hearing Officer & Alternate Personnel Hearing Officer (Community & Employee Director Alicia Davis)

Reappoint Personnel Hearing Officer & Alternate Personnel Hearing Officer. Request for the Board of Commissioners to reappoint a Personnel Hearing Officer and an Alternate Personnel Hearing Officer

7. 2022 - 16 - Appoint Member to Planning Commission - David Woodward to Seat 7, exp 08/27/2025

Appoint Member to Planning Commission - David Woodward to Seat 7, exp 08/27/2025

8. 2022 - 17 - Appoint Members to W&S Authority - Vic Dover to Seat 5, exp 05/31/2026

Appoint Members to W&S Authority - Vic Dover to Seat 5, exp 05/31/2026.

9. 2022 - 18 - Appoint Members to Hospital Authority - Deborah Armstrong to Seat 1, exp 03/01/2024

Appoint Members to Hospital Authority - Deborah Armstrong to Seat 1, exp 03/01/2024.

10. 2022 - 19 - Appoint Member to Airport Authority - Greg Trammell to Seat B with term exp 02/19/2025

Appoint Member to Airport Authority - Greg Trammell to Seat B with term exp 02/19/2025

11. 2022 - 20 - Revisions to Chapter 27 Land Use Code (Planning Director Bruce Georgia)

Revisions to Chapter 27 Land Use Code

Chairman Dockery said since the last meeting, they have received additional comments from the public and a few suggested changes have been implemented in the working document. Staff worked on revising some issues that the Commissioners brought up at the special work session. He went back and recapped the notes from that meeting.

Commissioner Mayfield said we have gotten a lot of feedback and it is not our intention to prevent anyone from raising backyard chickens or growing a vegetable garden. Commissioner Moran agreed and thanked Mr. Georgia for his clarification on commercial vs. personal crops or animals, as it cleared up a lot of the concerns we have gotten from citizens. Commissioner Stringer said he is closer than he was previously but he still thinks we are a bit off. He said we might want to consider extending the moratorium for another week or two so we can go over it. Commissioner Stringer said he cannot support it as it stands now.

Chairman Dockery said it is important to get a document we can all support. There are a few things in the revisions that we will need to address, he said. He addressed Mr. Georgia and asked for an explanation on when a developer is vested. Once the development process has started and a lot of time passes, would the developer still be considered vested? Mr. Georgia said the developer submits a request to the Planning Review Committee, after which they will receive a land use approval permit which lasts for 6 months. Building permits last for a year. He said that merely having a discussion with the Planning Department is not enough to be vested; they must be issued the land use approval permit.

Commissioner Mayfield agreed that we need to have a discussion, and it's important to remember that whatever we create isn't set in stone. The BOC could always vote again to revise it. Commissioner Stringer said his main reservation is that the revisions are so black and white; it is either a hard yes or no. Commissioner Greene agreed with Commissioner Stringer and said he is closer to being okay with this revised Code, but he believes there should be some avenues to achieve certain things. He wants to feel comfortable with every detail before he votes on it, and he said he would support an extension of the moratorium. Commissioner Mayfield said he does not want us to lose sight of the fact that this was all based on compatible uses. We do not want a fireworks testing facility next to a daycare. At some point you have to be able to say no.

Chairman Dockery said Lumpkin County is going to continue to grow. He and Alan Ours recently met with officials from some neighboring counties on how to deal with growth. We can go back and refine this to better represent what we want to be as a community, and what worked in the 90s is not necessarily going to work now. There was some discussion with staff on how the moratorium might be affecting developers interested in starting businesses in the County.

It was decided to hold a Special Work Session this following Tuesday at 9:00 AM to discuss the Land Use Code revisions, and then to hold a Special Called Meeting on May 3 at 5:30 PM to hold a vote on the revisions.

12. 2022 - 22 - County Acceptance of Roads in Crooked Creek Subdivision (Public Works Director Larry Reiter)

County Acceptance of Roads in Crooked Creek Subdivision. The Crooked Creek Homeowner's Association has requested that the Crooked Creek Subdivision roads be accepted into the County Maintenance System.

13. 2022 - 23 - April Surplus Property

April Surplus Property. Consideration of list of County inventory items to be declared surplus.

14. 2022 - 24 - Resolution to Adopt Amended and Restated ACCG 401(a) Defined Contribution Plan for LC Employees (Community & Employee Services Director Alicia Davis)

Resolution to Adopt Amended and Restated ACCG 401(a) Defined Contribution Plan for LC Employees.
Request for the BOC to Approve a Defined Contribution Retirement Plan Restatement.

CONTRACTS/AGREEMENTS

15. 2022-015 - Agreement between Lumpkin County Board of Commissioners and Windstream Services, LLC (Development Authority Director Rebecca Mincey)

Agreement between Lumpkin County Board of Commissioners and Windstream Services, LLC.

16. 2022-016 - Disaster Debris Monitoring Contract - Thompson Consulting Services, LLC (Public Works Director Larry Reiter)

Disaster Debris Monitoring Contract - Thompson Consulting Services, LLC. Extend contract with Thompson Consulting Services, LLC for an additional year.

17. 2022-017 - Disaster Debris Monitoring Contract - Goodwyn Mills Cawood, LLC (Public Works Director Larry Reiter)

Disaster Debris Monitoring Contract Goodwyn Mills Cawood, LLC. Extend contract with Goodwyn Mills Cawood, LLC for an additional year.

18. 2022-018 - Deanna, Inc. DHS Coordinated Transportation SFY2022 – Congregate Transportation (Senior Center Manager Linda Kirkpatrick)

Deanna, Inc. DHS Coordinated Transportation SFY2022 – Congregate Transportation. For the period July 1, 2021 to June 30, 2022, it is requested that the Lumpkin County Board of Commissioners enter into a contract with Deanna Specialty Transportation, Inc. for congregate transportation (for participants of the Congregate Nutrition Program). The projected payment amount for SFY 2022 is \$52,000.00.

19. 2022-019 - Inmate Medical Contract (Finance Director Abby Branan)

Inmate Medical Contract

OTHER ITEMS

20. Library Request for Additional Funding Allocation (Finance Director Abby Branan)

Chestatee Regional Library System has requested additional funding allocation in the 2022 budget year to cover increased utilities costs.

21. FY23 Budget Guidance (County Manager Alan Ours)

FY23 Budget Guidance.

Chairman Dockery said the BOC has to determine how we want staff to prepare the budget. Despite inflation, there is an expectation from the taxpayers to maintain the current level of service. He recommends that we ask

the staff to prepare a budget which supports the level of service we currently have. Commissioner Mayfield agreed, and Commissioner Stringer said we should include a COLA or we will fall behind again.

22. Request for Money from Abandoned Gun Auction (Sheriff Stacy Jarrard)

Request for Money from Abandoned Gun Auction.

Sheriff Jarrard explained they have about \$10,000 from the sale of weapons that were seized or abandoned, and they would like to purchase some investigative equipment with it. Chairman Dockery asked him if it would be possible to use only some of the funding rather than all of it, but the Sheriff said using it would mean they would not have to request that money from the budget. Commissioner Greene asked about the type of equipment they would be purchasing, and the Sheriff explained it would be video cameras and things of that nature.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

Katherine James said that the land use approval permits should only last for six months, and they should not be extended every time the developer makes a change to his plans.

Sheriff Jarrard thanked Mr. Ritter from CorrectHealth for coming to the meeting tonight.

ADJOURNMENT

The meeting was adjourned at 6:15 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

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

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Minutes
Commissioners Boardroom



April 19, 2022
 6:00 P.M.

CALL TO ORDER

The meeting was called to order at 6:24 PM by Chairman Chris Dockery

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

INVOCATION

Chairman Dockery gave the invocation followed by the Pledge of Allegiance.

CONSIDERATION OF AGENDA

Motion: A motion was made by District 3 Commissioner Stringer to approve the agenda. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

PUBLIC COMMENTS (Agenda Specific)

PROCLAMATIONS

1. Child Abuse Prevention Month Joint Proclamation

Child Abuse Prevention Month Joint Proclamation

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

CONSIDERATION OF MINUTES

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

2. Board of Commissioners - Work Session - Mar 1, 2022 4:00 PM
3. Board of Commissioners - Public Hearing - Mar 15, 2022 5:15 PM

4. Board of Commissioners - Work Session II - Mar 15, 2022 5:30 PM
5. Board of Commissioners - Regular Meeting - Mar 15, 2022 6:00 PM

RESOLUTIONS

6. 2022 - 15 - Reappoint Personnel Hearing Officer & Alternate Personnel Hearing Officer (Community & Employee Director Alicia Davis)

Reappoint Personnel Hearing Officer & Alternate Personnel Hearing Officer. Request for the Board of Commissioners to reappoint a Personnel Hearing Officer and an Alternate Personnel Hearing Officer

Motion: A motion was made by District 1 Commissioner Greene to approve Reappoint Personnel Hearing Officer & Alternate Personnel Hearing Officer. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

7. 2022 - 16 - Appoint Member to Planning Commission - David Woodward to Seat 7, exp 08/27/2025

Appoint Member to Planning Commission - David Woodward to Seat 7, exp 08/27/2025

Motion: A motion was made by Chairman Dockery to appoint David Woodward to Seat 7 with a term expiring 8/27/2025. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

8. 2022 - 17 - Appoint Members to W&S Authority - Vic Dover to Seat 5, exp 05/31/2026

Appoint Members to W&S Authority - Vic Dover to Seat 5, exp 05/31/2026.

Motion: A motion was made by Chairman Dockery to reappoint Vic Dover to Seat 5 with a term expiring 5/31/2026. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

9. 2022 - 18 - Appoint Members to Hospital Authority - Deborah Armstrong to Seat 1, exp 03/01/2024

Appoint Members to Hospital Authority - Deborah Armstrong to Seat 1, exp 03/01/2024.

Motion: A motion was made by Chairman Dockery to appoint Deborah Armstrong to Seat 1 with a term expiring 3/01/2024. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

10. 2022 - 19 - Appoint Member to Airport Authority - Greg Trammell to Seat B with term exp 02/19/2025

Appoint Member to Airport Authority - Greg Trammell to Seat B with term exp 02/19/2025

Motion: A motion was made by Chairman Dockery to appoint Greg Trammell to Seat B with a term expiring 2/19/2025. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

11. 2022 - 20 - Revisions to Chapter 27 Land Use Code (Planning Director Bruce Georgia)

Revisions to Chapter 27 Land Use Code

Motion: A motion was made by District 3 Commissioner Stringer to table this item and conduct a special work session next Tuesday at 9 AM followed by a special called meeting on May 3rd. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

12. 2022 - 22 - County Acceptance of Roads in Crooked Creek Subdivision (Public Works Director Larry Reiter)

County Acceptance of Roads in Crooked Creek Subdivision. The Crooked Creek Homeowner's Association has requested that the Crooked Creek Subdivision roads be accepted into the County Maintenance System.

Motion: A motion was made by District 3 Commissioner Stringer to approve County Acceptance of Roads in Crooked Creek Subdivision. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

13. 2022 - 23 - April Surplus Property

April Surplus Property. Consideration of list of County inventory items to be declared surplus.

Motion: A motion was made by District 4 Commissioner Moran to approve April Surplus Property. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

14. 2022 - 24 - Resolution to Adopt Amended and Restated ACCG 401(a) Defined Contribution Plan for LC Employees (Community & Employee Services Director Alicia Davis)

Resolution to Adopt Amended and Restated ACCG 401(a) Defined Contribution Plan for LC Employees. Request for the BOC to Approve a Defined Contribution Retirement Plan Restatement.

Motion: A motion was made by District 1 Commissioner Greene to approve Resolution to Adopt Amended and Restated ACCG 401(a) Defined Contribution Plan for LC Employees. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

REPORTS

Sheriff Jarrard said Dahlonga will be hosting a DARE conference the third week of June, which means there will be more law enforcement vehicles in town than usual.

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

Elected Officials

CONTRACTS/AGREEMENTS

15. 2022-015 - Agreement between Lumpkin County Board of Commissioners and Windstream Services, LLC (Development Authority Director Rebecca Mincey)

Agreement between Lumpkin County Board of Commissioners and Windstream Services, LLC.

Motion: A motion was made by District 4 Commissioner Moran to approve Agreement between Lumpkin County Board of Commissioners and Windstream Services, LLC. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

16. 2022-016 - Disaster Debris Monitoring Contract - Thompson Consulting Services, LLC (Public Works Director Larry Reiter)

Disaster Debris Monitoring Contract - Thompson Consulting Services, LLC. Extend contract with Thompson Consulting Services, LLC for an additional year.

Motion: A motion was made by District 3 Commissioner Stringer to approve Disaster Debris Monitoring Contract - Thompson Consulting Services, LLC. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

17. 2022-017 - Disaster Debris Monitoring Contract - Goodwyn Mills Cawood, LLC (Public Works Director Larry Reiter)

Disaster Debris Monitoring Contract Goodwyn Mills Cawood, LLC. Extend contract with Goodwyn Mills Cawood, LLC for an additional year.

Motion: A motion was made by District 3 Commissioner Stringer to approve Disaster Debris Monitoring Contract - Goodwyn Mills Cawood, LLC. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

18. 2022-018 - Deanna, Inc. DHS Coordinated Transportation SFY2022 – Congregate Transportation (Senior Center Manager Linda Kirkpatrick)

Deanna, Inc. DHS Coordinated Transportation SFY2022 – Congregate Transportation. For the period July 1, 2021 to June 30, 2022, it is requested that the Lumpkin County Board of Commissioners enter into a contract with Deanna Specialty Transportation, Inc. for congregate transportation (for participants of the Congregate Nutrition Program). The projected payment amount for SFY 2022 is \$52,000.00.

Motion: A motion was made by District 1 Commissioner Greene to approve Deanna, Inc. DHS Coordinated Transportation SFY2022 – Congregate Transportation. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

19. 2022-019 - Inmate Medical Contract (Finance Director Abby Branan)

Inmate Medical Contract

Motion: A motion was made by District 2 Commissioner Mayfield to approve Inmate Medical Contract. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

OTHER ITEMS

20. Library Request for Additional Funding Allocation (Finance Director Abby Branan)

Chestatee Regional Library System has requested additional funding allocation in the 2022 budget year to cover increased utilities costs.

Motion: A motion was made by District 3 Commissioner Stringer to approve Library Request for Additional Funding Allocation. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

21. FY23 Budget Guidance (County Manager Alan Ours)

FY23 Budget Guidance.

Motion: A motion was made by Chairman Dockery to instruct staff to prepare a budget that promotes the level of service we currently have, including COLAs. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

22. Request for Money from Abandoned Gun Auction (Sheriff Stacy Jarrard)

Request for Money from Abandoned Gun Auction.

Motion: A motion was made by District 3 Commissioner Stringer to approve Request for Money from Abandoned Gun Auction. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Greene dispelled rumors from Facebook that the Aquatic Center Project had been cancelled.

PUBLIC COMMENTS

Steve Sylvester said he is in the camp that the Land Use revisions are not being restrictive enough. 95% of the attendees at the Land Use Code meetings have desired restricted commercial growth, and all of the surveys have indicated a majority want more restrictions. At the marathon five-hour work session, many of the restrictions were rolled back. Mr. Sylvester asked the BOC why they rolled back so many of the restrictions at that meeting? Was there increased pressure from citizens for some of the uses? If so, please share that feedback with the public. He wished more people would have participated, but some people told him "It doesn't matter because they will do what they want anyway." He said over 80% of the uses from the activities chart can be located in Restricted Development areas.

ADJOURNMENT

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

The meeting ended at 6:44 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

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

LUMPKIN COUNTY
Board of Commissioners
Special Called Work Session Minutes
Commissioners Boardroom



April 26, 2022
 9:00 AM

CALL TO ORDER

The meeting was called to order at 9:04 AM by Chairman Chris Dockery

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

DISCUSS LAND USE CODE REVISIONS

1. 2022 - 20 - Revisions to Chapter 27 Land Use Code (Planning Director Bruce Georgia)

Revisions to Chapter 27 Land Use Code

The Commissioners went over the draft regulations page by page to determine if any changes were needed. There was extensive discussion over Animal Operations and what determines whether livestock animals are personal or commercial. Chairman Dockery said we need to make it clear in the Code so that people in the future will understand the intent. The Planning Director, Mr. Georgia, said that this document does not prevent anyone from raising backyard chickens or cows or growing a garden. He said it is hard to nail down sometimes what is considered "livestock" because some people might consider a cow or pig to be a companion animal. Public Works Director Larry Reiter said if subdivisions want to exclude certain animals, an HOA might be the best way to do that. Mr. Georgia mentioned that the State does not allow them to regulate beekeeping.

There was additional discussion over Animal Operations and potentially changing the acreage requirements, and they discussed the definition of "principal activity." Commissioner Greene observed that the acreage may essentially police itself, as no one would put 20 head of cattle on one or two acres. Mr. Reiter said his concern is that someone may own a vacant lot in a subdivision that was built before 2000, and they might decide to fence it in and put some cows. There are subdivisions that have covenants but they are not always enforceable since not all of them have HOAs. Mr. Reiter said some people may not be bothered by livestock next door but it could be a source of problems for others. They decided that Animal Operations would not be allowed in platted subdivisions.

Commissioner Greene asked why Manufacturing (Limited) had so many categories within it, and Mr. Georgia said the intent is to capture as many uses as possible so there is less confusion when a new business comes in. Chairman Dockery agreed it should be kept broad.

There was a break from 10:35 AM to 10:48 AM.

The BOC went over each item in the Performance Standards Chart and recommended some changes. There was discussion over Chicken Houses and whether they would be allowed in General Development. Mr. Georgia said the intent of keeping chicken houses out of General Development is to shape the incoming growth, including in the Gateway Corridor. Commissioner Stringer said if someone wants to buy an expensive parcel in General Development to put chicken houses on it, why should we prevent them? Commissioner Greene observed that if

we want to preserve our rural heritage, why are we preventing chicken houses anywhere? The Chairman asked why we would bother regulating it if it would police itself due to the expensive land prices in General Development, and Mr. Georgia responded that metal buildings are not allowed in the Gateway Corridor anyway, so why would we allow them there if they could not exist anyway. They decided to include an exception that would allow existing operations to expand even if they were located within the General Development area.

There was some discussion over the impact of the regulations on standalone businesses versus businesses located within strip malls. At the recommendation of the County Attorney, several definitions were changed to reflect standalone businesses. The BOC also talked about places of worship versus group assemblies.

For Multi Family Developments and Multi Family Single Duplexes, Commissioner Moran was concerned over the large acreage requirements. He suggested using a rule of 2 acres per unit, so a 35-unit complex would require 70 acres. There was debate over which was preferable: a 70-acre parcel with a multifamily housing complex or 70 acres with 70 single family homes. Chairman Dockery said he would prefer the single-family housing, and multifamily housing would create a change in demographics as well. He said it would be difficult for a builder to get the topography to cooperate for 70 houses in a 70-acre parcel. Mr. Reiter said we will need affordable housing for our children or they will either have to move away or live in their parents' basements forever. If we do not have affordable housing for young people just starting out, they will be forced to leave Lumpkin County.

The Commissioners questioned why Nursing Homes were not allowed on local roads. Mr. Reiter explained that when there is an ice storm or major power outage, nursing homes located on remote, local roads will always call and insist for their roads to be cleared first because they have people on oxygen and ambulances need access. However, doing so pulls the road crew away from the important thoroughfares that need to be cleared.

Commissioner Stringer expressed some concern over the "Light and Glare" section and said he wanted to see some examples of the required lighting. Mr. Georgia explained this aligns with "dark sky" recommendations and aims to reduce light pollution. Commissioner Mayfield said if the regulations become an issue, we can fix them. Chairman Dockery said we would like more detail about the lighting, but that we can leave it as-is for now.

Chairman Dockery asked Mr. Georgia what other counties do regarding things like produce stands and boiled peanut stands. He replied that most places do have requirements on them, but many of the ones we see in Lumpkin County are located within the right-of-way. The Chairman asked if we really wanted to tangle with that. Do we want to permit them and enforce how long they can have a permit? He was concerned it could be a liability issue; if someone crashes into them or gets sick from the food, they could blame the County. It would also be difficult to monitor them on weekends. County Attorney Joy Edelberg said it is more liability for us if we permit them than if we don't. The Commissioners decided to omit that section completely from the revisions.

ADJOURNMENT

The meeting was adjourned at 1:44 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County



Lumpkin County, Georgia

Board of Commissioners Department

Date: May 17, 2022

Agenda Item: Reappoint Members to Library Board-David Luke to Seat 1,Kaye Campagnoli to Seat 4, both exp 06/30/26

Item Description: Reappoint Members to Library Board - David Luke to Seat 1, Kaye Campagnoli to Seat 4, both exp 06/30/2026.

LUMPKIN COUNTY RESOLUTION NO. 2022-25

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

Whereas, the Board of Commissioners of Lumpkin County desires to appoint two members to the Lumpkin County Library Board of Trustees;

Now therefore, it is hereby resolved that the following persons are appointed to the Lumpkin County Library Board of Trustees for the seats and terms as follows:

<u>Name</u>	<u>Seat</u>	<u>Term Expiration</u>
David Luke	Seat 1	June 30, 2026
Kaye Campagnoli	Seat 4	June 30, 2026

Resolved, adopted and effective this 17th day of May, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: May 17, 2022

Agenda Item: Appoint Member to Lumpkin County DFACS Board - Melissa Line to Seat 4, expiring 06/30/2027

Item Description: Appoint Member to Lumpkin County DFACS Board - Melissa Line to Seat 4, expiring 06/30/2027

LUMPKIN COUNTY RESOLUTION NO. 2022-26

**A RESOLUTION TO APPOINT A MEMBER TO THE LUMPKIN COUNTY
DEPARTMENT OF FAMILY AND CHILDREN SERVICES BOARD**

Whereas, the Lumpkin County Board of Commissioners desires to appoint a member to serve on the Lumpkin County Department of Family and Children Services Board;

Now therefore, it is hereby resolved that the following person is appointed to the Lumpkin County Department of Family and Children Services Board for the seat and term provided below:

<u>Name</u>	<u>Seat</u>	<u>Term Expiration</u>
Melissa Line	4	June 30, 2027

Resolved, adopted and effective this 17th day of May, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: May 17, 2022

Agenda Item: Appoint Member to Public Building Authority - --to Seat 2, of unexpired term ending 02/21/2025

Item Description: Appoint Member to Public Building Authority - --to Seat 2, of unexpired term ending 02/21/2025

<Insert Resolution Here>

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: May 17, 2022

Agenda Item: Appoint Member to LC Board of Tax Assessors - Seat 2, unexpired term ending 6/30/2024

Item Description: Appoint Member to LC Board of Tax Assessors - Seat 2, unexpired term ending 6/30/2024

<Insert Resolution Here>

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Finance Department

Date: May 17, 2022

Agenda Item: Hazardous Waste Trust Fund Application for Reimbursement Resolution

Item Description: Hazardous Waste Trust Fund Application for Reimbursement Resolution. Georgia Department of Natural Resources Environmental Protection Division Hazardous Waste Trust Fund Contract.

Facts & Historical Information:

Section 12-8-95 of the Georgia Hazardous Site Response Act establishes the Hazardous Waste Trust Fund (HWTF) and provides for reimbursement of eligible local government costs in the investigation and remediation of solid waste handling facilities listed on the State Hazardous Site Inventory or the Federal National Priorities List.

The Lumpkin County, Barlow Road Landfill is a closed Municipal Solid Waste (MSW) landfill, which is currently used as a transfer station. The facility began operations in the 1970s and ceased operations on December 7, 1998. Wells are purged and sampled as required by EPD. Detection monitoring and assessment monitoring are conducted on an annual basis.

The County has received reimbursement from the HWTF on three occasions:

- | | |
|---------|--------------|
| 1. 2002 | \$127,392.13 |
| 2. 2008 | \$13,240.13 |
| 3. 2017 | \$90,039.78 |

Eligible costs since the 2017 reimbursement total \$57,241.20.

On December 21, 2021, the Board of Commissioners approved submission of a Hazardous Waste Trust Fund application to the Georgia Department of Natural Resources Environmental Protection Division. We received notification today, May 3, 2022, that GDNR EPD's review shows that we have \$57,241.20 in eligible costs.

In order to receive the HWTF funds, GDNR EPD requires a resolution, authorizing the Chairman to execute the contract. A signed and attested original of the contract, "Agreement Governing Expenditures for State & Local Government Costs" is also required.

Potential Courses of Action:

- A. Authorize the resolution and contract.
- B. Take no action.

Budget Impact: By not approving the resolution and contract, the County will not be reimbursed the \$57,241.20 in eligible costs.

Staff

Recommendation: Staff recommends approval of the resolution and contract.

LUMPKIN COUNTY RESOLUTION NO. 2022-29

Authorization to Execute Agreement Governing Expenditures for State & Local Government Costs

WHEREAS, Lumpkin County Georgia has submitted an application to the Georgia Department of Natural Resources, Environmental Protection Division (“EPD”) in order to receive funds from the Hazardous Waste Trust Fund; and

WHEREAS, EPD has submitted an Agreement Governing Expenditures for State & Local Government Costs to Lumpkin County for execution;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners that the proposed Agreement is hereby approved and the Chairman is hereby authorized to execute, on behalf of Lumpkin County the referenced Agreement and any other related documents necessary to obtain the funding as provided therein; and

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to take any and all other action, without further approval or action of this Board, which may be necessary or appropriate in order to fully consummate and carry out the intent of the Agreement.

Resolved, adopted and effective this 17th day of May, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Senior Center Department

Date:	May 17, 2022
Agenda Item:	Legacy Link Nutrition Program Services FY-2023 Contract
Item Description:	Legacy Link Nutrition Program Services FY-2023 Contract. Lumpkin County Board of Commissioners will consider entering into a contract with Legacy Link, Inc. for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening and support services for senior adults in Lumpkin County.
Facts & Historical Information:	Lumpkin County's senior program was created over thirty (30) years ago. The Center has been operating for many years with services that are centered on traditional programming such as nutrition which includes home delivered and congregate meals, social and wellness activities, and transportation. These programs were created for older adults to age in place in their communities. Clients receiving meal services tend to be older adults, are isolated, often experiencing chronic health and mobility issues, and do not have access to transportation. These programs will always remain the core of the Center as the population continues to "age up" at a rapid rate and particularly for those who are most at-risk due to their socioeconomic status. 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 Americans Act enacted in 1965, state grants and local sources. Legacy Link, Inc. is the Area Agency on Aging that administers federal and state funding allocations for the region that includes Lumpkin County. For SFY 2023 (July 1, 2022 – June 30, 2023), it is requested that the Lumpkin County Board of Commissioners consider entering into a contract with Legacy Link, Inc. for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening and support services for senior adults in Lumpkin County. Lumpkin County Senior Center is contracting to provide 6,525 congregate meals, 28,050 home delivered meals and a total of 1,527 wellness units (wellness units to include 739 units of Lifestyle Management services, 27 units of Nutrition Education services, 728 units of Physical Activity services and 33 units of Program Awareness/Prevention services).
Potential Courses Of Action:	A. Submit an approved and signed contract. B. Do not submit an approved and signed contract.
Comparison:	If Course A is chosen, the above referenced services will be provided to senior residents of Lumpkin County for the period July 1, 2022 through June 30, 2023. If Course B is chosen, operation of the Lumpkin County senior services program may

be suspended at the end of the current funding cycle (June 30, 2022).

Budget Impact:

This contract provides for a total of \$167,854 in revenue from federal and state funds. The County cash match is \$12,352. The revenue and match expense are included in the 2022 budget and has been included in the proposed 2023 budget.

Staff Recommendation:

It is recommended that the approved and signed contract be submitted to Legacy Link, Inc. Federal and state funds are necessary to continue to meet the needs of senior adults in Lumpkin County.

Attachments:

Legacy Link Contract

Parties: The Legacy Link, Inc.
 P.O. Box 1480
 4080 Mundy Mill Road
 Oakwood, Georgia 30566
 Phone No: 770-538-2650

Lumpkin County Board of Commissioners
99 Courthouse Hill Suite H
Dahlonega, Georgia 30533
Phone No: 706-864-3742

Subject: Nutrition Program

Term: July 1, 2022 to June 30, 2023

AGREEMENT

THIS AGREEMENT entered into this First day of July, 2022 between THE LEGACY LINK, INC., hereinafter referred to as the "Legacy", and the LUMPKIN COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the "Contractor".

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 Nutrition and Nutrition Screening services to the elderly; and

WHEREAS, this component of said Area Plan also includes the provision of Wellness services to elderly persons; and

WHEREAS, the Legacy and the Contractor desire to enter into an Agreement to provide the aforementioned Nutrition, Nutrition Screening, and Wellness services in Lumpkin County;

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

- 1. Term. The term of this Agreement shall be from July 1, 2022 to 12:00 Midnight, Eastern Daylight Time, June 30, 2023.
- 2. Description of Services. The Contractor shall, in a satisfactory and proper manner as determined by the Legacy, perform the services described below with preference given to low income

minority and rural elderly.

(a) Operation of one (1) nutrition program site to be located in Lumpkin County;

(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 6,525 units of congregate nutrition services to 50 elderly persons, 28,050 units of home-delivered nutrition services to 125 elderly persons, providing client assessment for services, nutrition education and any other activities which seem necessary to educate and inform the elderly of services in the community and/or to bring independence and dignity into their lives.

(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, 2022 to June 30, 2023. Services must be performed as provided in Section "D" of Title III of the Older Americans Act of 1965 as amended. A total of 739 units of Lifestyle Management services to 5,528 persons; a total of 27 units of Nutrition Education services to 221 persons; a total of 728 units of Physical Activity services to 10,192 persons; a total of 33 units of Program Awareness/Prevention services to 443 persons in Lumpkin County.

3. Supervision and Administration. The intent of the parties being that all funds provided hereunder to the Contractor be utilized for the provision of services, the Contractor shall be responsible for all administrative support incurred in the provision of the above-mentioned services and shall provide supervision and administration necessary for the provision of said services, and shall provide all costs of administrative support, supervision and administration in not less than the dollar amount specified in The Legacy Link Area Agency on Aging plan and continuation proposal for July 1, 2022 to June 30, 2023.

4. Reports.

(a) A financial report containing a statement of all

expenditures for the preceding month, a statement of cumulative expenditures under the Agreement to date, and a statement of all unexpended funds on hand shall be submitted by the Contractor to the Legacy by the fifth business day of the following month commencing with a report for the month of July, 2022.

(b) A program report describing services rendered pursuant to this Agreement during the preceding month shall be submitted by the Contractor to the Legacy on or before the fifth business day of the following month commencing with a report for the month of July, 2022.

(c) All reports shall be prepared on such forms and in such a manner as shall be prescribed by the Legacy.

(d) The Legacy reserves the right to refuse to accept or honor any report not timely filed.

5. Compensation.

(a) Subject to the timely filing of the reports described in paragraph four (4), and subject to payment by the Department of Human Services to the Legacy of the appropriate funds, the Legacy shall, on or before the twenty fifth day of each month commencing with the month of August, 2022, reimburse the Contractor for actual expenditures made pursuant to the Agreement for each preceding month based on the aforementioned financial report.

(b) The total compensation paid by the Legacy to the Contractor for nutrition site operation pursuant to this Agreement shall not exceed Eighty Three Thousand Four Hundred Twelve Dollars (\$83,412.00).

(c) The Legacy agrees to provide federal and state funds for congregate meals in the amount of Fourteen Thousand Thirty Eight Dollars (\$14,038.00) and federal and state funds for home-delivered meals in the amount of Fifty Eight Thousand Eight Hundred Sixty Five Dollars (\$58,865.00).

(d) The total compensation paid by the Legacy to the Contractor for Wellness services pursuant to this agreement shall not exceed Eleven Thousand Five Hundred Thirty Nine Dollars (\$11,539.00)

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 Three Hundred Twelve Dollars (\$7,312.00) will be available for nutrition site operations, and One Thousand Two Hundred Eighty Two Dollars (\$1,282.00) for Wellness services.

(b) The Contractor further agrees to insure local cash based on actual cost per meal and available federal and state funds for 6,525 congregate and 28,050 home-delivered meals.

The minimum cash requirement for the term of the Agreement being Twelve Thousand Three Hundred Fifty Two Dollars (\$12,352.00) for congregate meals and Fifty Five Thousand Nine Hundred Thirty Five Dollars (\$55,935.00) 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 One Hundred Forty Four Thousand Nine Hundred Sixty Nine Dollars (\$144,969.00).

(c) Any donations collected during the term of this Agreement which are in excess of the local cash requirement must be used by the Contractor to expand services under this Agreement.

7. Unexpended Funds. Upon expiration or termination of this Agreement for any reason, all unexpended funds held by the Contractor shall revert immediately to the Legacy.

8. Right to Withhold Payment. The Legacy reserves the right to withhold contract payments under this Agreement if it appears to the Legacy that the Contractor is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this agreement, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or require improvement at the discretion of the Legacy in the programmatic performance of service delivery.

9. Collection of Audit Exceptions. The Contractor agrees that

the Legacy may withhold net payments equal to the amount which has been identified by an audit notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The Contractor may also repay the Legacy for the total exception by check.

10. Compliance with Laws and Regulations; Incorporation of Documents and Laws. The contracts and other documents, and the federal and state laws, regulations, guidelines, opinions, and standards listed below, as now or hereafter amended, are hereby incorporated into and made a part of this Agreement by reference. The Contractor shall comply with all of the foregoing in undertaking all of the obligations and duties assumed by it under this Agreement. The Contractor further assumes responsibility for full compliance with such laws, regulations, guidelines, opinions, and standards and agrees to fully reimburse the Legacy for any loss of funds or other resources resulting from noncompliance on the part of the Contractor, its agents, servants, or employees. The following documents are incorporated into, and made a part of, this Agreement by reference thereto:

(a) The Legacy Link, Inc., Area Agency on Aging Plan for July 1, 2022 to June 30, 2023.

(b) Agreement between the Legacy and the Georgia Department of Human Services to implement applicable provisions of the Older Americans Act of 1965, as amended.

(c) Georgia Office of Aging Title III Manual of Policies and Procedures

(d) 45 CFR - Part 74 Administration of Grants;

(e) Official Code of Georgia Annotated Sections 45-10-20 through 45-10-28 (Conflict of Interest);

(f) 45 CFR - Part 80 Civil Rights;

(g) 45 CFR - Part 92;

(h) Office of Management and Budget, Circular A-102;

(i) The "Single Audit Act of 1984" (PL 98-502);

(j) Reimbursement of travel expenses under this Agreement must

not exceed rates in Statewide Travel Regulations.

(k) Section 1352 of PL 101-12 Prohibitions and Requirements Related to lobbying);

(l) Opinions of the Attorney General of Georgia;

(m) All other applicable federal, state and local laws, ordinances, resolutions and regulations.

11. Purchasing. All of the Contractor's purchases of supplies, equipment or services under this Agreement must be accomplished in accordance with 45 CFR - Part 74 Administration of Grants.

12. Maintenance of Records. The Contractor shall maintain such records and accounts, including property, personnel, and financial reports as deemed necessary by the Legacy to assure a proper accounting of all program funds, including both federal and nonfederal matching funds expended to enable the Legacy to comply with all federal and state financial accountability requirements. Contractor record retention requirements are five years from submission of final expenditure report. If any litigation, claims or audit is started before the expiration of five years, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved. These records shall be retained in a manner and for the period specified in 45 CFR - Part 74 Administration of Grants.

(a) At any time during normal business hours and as often as the Legacy may deem necessary, there shall be made available to the Legacy all of the Contractor's records with respect to all matters covered by this Agreement, and the Contractor will permit the Legacy or its designated representative to audit, examine and make excerpts from invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

13. Property. A property inventory record, including source of funds for acquisition, date of acquisition, cost of acquisition,

description, model and serial numbers, shall be maintained accurately by the Contractor in such form and manner as shall be specified by the Legacy on all non-expendable items of personal property acquired in whole or in part with funds disbursed pursuant to this Agreement. The Contractor shall report the acquisition of any property to the Legacy on Department of Human Services Form #5111. This report shall be made within 30 days of acquisition. Upon termination of this Agreement, an inventory report will be submitted to the Legacy for determination by the Legacy as to disposition of the personal property. The Contractor shall be responsible for reporting to the Legacy the loss, damage, theft or destruction of any property and for replacing and repairing such items.

14. Intangible Property, Inventions, Patents and Copyrights. The Contractor agrees that if patentable items, patent rights, processes, or inventions are produced in the course of work funded by this contract, to report such facts in writing promptly and fully to the Legacy. The Federal agency and the Georgia Department of Human Services shall determine whether protection on the invention or discovery shall be sought. The Federal agency and the Georgia Department of Human Services will also determine how the rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Public Law 96-517, OMB Circular A-124 as printed in 47 FR 7556.

15. Non-discrimination in Employment or Services.

(a) The Contractor agrees that it shall not discriminate against any persons in the provision of any services or in any terms or conditions of employment on the basis of political affiliation, race, color, religion, national origin, sex, age or handicap and will comply with all applicable Federal and State laws, rules, regulations and guidelines prohibiting discrimination.

(b) The Contractor shall adopt and implement an acceptable Affirmative Action Plan and shall furnish to the Legacy a copy of such plan.

(c) The Contractor further agrees that where the Legacy is bound to compliance in any matter related to this Contract the Contractor will comply and will take such measures as the Legacy or the above laws, rules, guidelines and regulations indicate as being required to assure compliance.

(d) It is expressly understood that upon receipt of evidence of any such discrimination, the Legacy shall have the right to immediately terminate this Agreement.

(e) The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities or services for clients with disabilities. The Contractor agrees to require any subcontractor performing services funded through this contract to comply with all provisions of the federal and state laws, rules, regulations and policies described in this paragraph.

16. Workers' Compensation Insurance. The Contractor warrants to the Legacy that adequate workers' compensation insurance in the amount and form required by Georgia law is maintained on all employees of the Contractor. Upon the request of the Legacy, the Contractor shall furnish to the Legacy a certificate of insurance verifying the existence of the aforementioned insurance.

17. Criminal Records Investigations: The Contractor agrees that, for the filling of positions or classes of positions having direct care responsibilities for services rendered under this contract, applicants selected for such positions shall undergo a criminal record history investigation which shall include a fingerprint record check pursuant to the provisions of Code Section 49-2-14 of the Official Code of Georgia Annotated. The Contractor will provide the forms which will include the required data from the applicant. The Contractor agrees to obtain the required information (which will include two proper sets of fingerprints on each applicant) and

transmit said fingerprints directly to the Georgia Crime Information Center together with the fee as required by said center for a determination made pursuant to Code Section 49-2-14 of the Official Code of Georgia Annotated or any other relevant statutes or regulations. After receiving the information from the Georgia Crime Information Center or any other appropriate source, the Legacy will review any derogatory information and, if the crime is one which is prohibited by duly published criteria within the Georgia Department of Human Services, the Contractor will be informed and the individual so identified will not be employed for the purpose of providing services under this contract.

18. Confidentiality of Individual Information. The Contractor agrees to abide by all state and federal laws, rules and regulations and policies of the Georgia Department of Human Services respecting confidentiality of individuals' records. The Contractor further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual client or responsible parent or guardian.

19. AIDS Policy. The contractor agrees not to discriminate against any client who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to provide or cause to be provided appropriate AIDS training to it's' employees and to seek AIDS technical advice and assistance from appropriate health department office. The Contractor further agrees to refer clients requesting additional AIDS related services or information to the appropriate county health department.

20. Publicity. Any publicity given to the program or services provided herein including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contractor shall identify the Legacy Link, Inc. as a sponsoring agency. The Contractor shall not identify the Georgia Department of Human Services as a sponsoring

agency without prior approval. The Contractor shall not display the Georgia Department of Human Services name or logo in any manner without prior written authorization of the Commissioner.

21. Evaluation. The Legacy shall be allowed to carry out such monitoring and evaluation activities of the programs of the Contractor as is determined necessary by the Legacy.

22. Consultant/Study Contract. The Contractor agrees not to release any information, findings, recommendations or other material developed or utilized during or as a result of this contract until the information has been provided to the Legacy and ultimately to the Georgia Department of Human Services. Any research, study, review or analysis of clients served must be reviewed and approved by the Legacy and the Georgia Department of Human Services.

23. Subcontracts. The Contractor shall not subcontract any portion of this Agreement without the express written consent of the Legacy. In the event of any subcontract, the Contractor shall incorporate into and require its subcontractor to comply with all of the provisions of this Agreement, and the Contractor shall remain primarily liable to the Legacy for all duties, obligations and responsibilities assumed by the Contractor under this Agreement and shall not be relieved of any such duties, obligations or responsibilities.

24. Status of Parties as Independent Contractors. Nothing contained in this Agreement shall be construed to constitute the Contractor or any of its employees, servants, agents or subcontractors as a partner, employee, servant or agent of the Legacy, nor shall either party to this Agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor. The Legacy is interested only in the results to be achieved and shall have no control over the actual conduct of the work to be performed.

25. Indemnification. The Contractor shall assume all liability and risks for all damages and injuries to persons or property which shall or may arise or accrue out of the conduct of any activity relating to the performance of this Agreement by the Contractors, its officials, employees, agents, or servants and shall indemnify and save harmless the Legacy from any and all liability, actions, causes of action, suits, damages, attorneys' fees and costs which may arise or accrue out of the conduct of any activity relating to the performance of this Agreement by the Contractor, its official, employees, agents, or servants.

26. Waiver of Immunity. For the purpose of any cause of action that may arise or accrue out of the performance of this Agreement and which may be vested in the Legacy, the Contractor waives any governmental or other immunity which it may possess.

27. Conflict of Interest. The Contractor shall comply with the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-28, as amended, which prohibit and regulate certain transactions between certain State officials, employees and the State of Georgia, have not been violated and will not be violated in any respect.

28. Debarment. In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45CFR Part 76, 100-510, Contractor certifies by signing Annex I that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any federal department or agency. Contractor further agrees that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", without modification in all lower tier transactions and in all solicitations for lower tier covered transactions.

29. Termination. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. The Contractor shall be compensated for all services satisfactorily rendered prior to and including the date of termination.

30. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this Agreement, in the event that any of the funds to be made available to the Legacy by the appropriate federal, state and local sources for carrying out the functions to which this Agreement relates do not become available or in the event the sum of all obligations of the Legacy incurred under this Agreement entered into as of the date of this Agreement become unavailable for disbursement then this Agreement shall immediately terminate without further obligation to the Legacy as of that moment.

31. Entire Agreement; Modification.

(a) This writing contains the entire Agreement of the parties, and no representations are made or relied upon by either party other than those expressly set forth.

(b) No modification, amendment, waiver, termination or discharge hereof shall be binding upon either party unless executed in writing by the parties.

32. Execution in Duplicates. This Agreement is executed in duplicate, and each of the duplicates shall be deemed to be an original and shall have the same force and effect as if it alone had been executed by the parties.

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

Public Buildings Department

Date:	May 17, 2022
Agenda Item:	GDOC Inmate Work Detail Contract
Item Description:	GDOC Inmate Work Detail Contract. Request approval of a contract with GDOC for inmate labor.
Facts & Historical Information:	Lumpkin County has contracted with GDOC – Colwell Detention Center for inmate work crews for over 18 years. By agreeing to pay the salary of the correctional guard, the county is able to obtain up to 10 inmates four days a week, less any federal or state holidays or any days the Governor chooses to close state agencies, to assist with a variety of maintenance, lawn care, and special projects. This contract is a renewal and has not changed from last year. The cost of the contract is \$49,318.00 and it covers July 1, 2022 thru June 30, 2023.
Potential Courses Of Action:	A) Approve the contract. This is the most favorable of the options as it assists in keeping operational costs low. B) Disapprove the contract. This is the least favorable of the options as it would take away a valuable source of labor for county operations. It could mean that additional staff has to be hired or landscaping outsourced to a private company. It would also mean that maintenance projects scheduled in the off season would have to be outsourced or the number we are able to accomplish would be greatly reduced without the labor of the inmates that assist us each year.
Budget Impact:	There is no impact to Lumpkin County's budget. The contract amount is included in the budget.
Staff Recommendation:	
Attachments:	COLWELL PDC LUMPKIN COUNTY WORK DETAIL FY23

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

THIS AGREEMENT is entered into this 1st day of July, 2022, by and between GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as "Department"), and Lumpkin County, a department, authority, agency or political subdivision of the State of Georgia ("Governmental Entity").

WITNESSETH:

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

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

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

1. Term of Agreement. The term of this Agreement shall be from July 1, 2022 through 11:59 p.m. on June 30, 2023("Term"). The parties may, by mutual agreement in writing, extend the Agreement for additional time periods.
2. Scope of Services. The Governmental Entity agrees to perform fully and faithfully the services described in Exhibit "A," attached hereto and incorporated by reference herein (the "Services"). No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the parties in the manner provided for herein.
3. Prohibited Contact and Dealings with Offenders.
 - A. Governmental Entity will take all reasonable steps to ensure that its officials, employees, students, and agents refrain from any personal dealings with the Offenders working under this Agreement. Such prohibited conduct includes, but is not limited to, giving, receiving, selling, buying, trading, bartering, or exchanging anything of value with Offenders.
 - B. Governmental Entity will take all reasonable steps to ensure that Offenders working under this agreement will have no contact with any unauthorized civilians.
 - C. In the event that Governmental Entity is a school or school system, Governmental Entity will take all reasonable steps to ensure that Offenders working under this Agreement will have no contact with any student of Governmental Entity's school system.
 - D. Governmental Entity will take all reasonable steps to ensure that no gun or other weapon, intoxicating liquor, any drug of any type, any cellular telephone or communications device of any type, or contraband item specified by Department, is made available by its officials, employees, students, and agents to any Offender working under this Agreement on any

property under Governmental Entity's control.

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

If to Governmental Entity:

Lumpkin County
Attn: Wayne Seabolt, County Manager
99 Courthouse Street
Suite D
Dahlonega, Ga 30533-0541
wayne.Seabolt@lumpkincounty.gov

If to Department:

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

With a copy to:

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

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

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

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

GEORGIA DEPARTMENT OF
CORRECTIONS:

By: _____
Jennifer Ammons
General Counsel

Date: _____

GOVERNMENTAL ENTITY:

By: _____

Print Name: _____

Title: _____

Date: _____

FACILITY WARDEN/SUPERINTENDENT

By: _____

Print Name: _____

Date: _____

EXHIBIT A SCOPE OF SERVICES

Governmental Entity Provides Vehicle

The Parties hereby agree to the following:

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

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

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

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



Lumpkin County, Georgia

Parks and Recreation Department

Date:	May 17, 2022
Agenda Item:	United Futbol Academy Soccer
Item Description:	United Futbol Academy Soccer. This is a request for a renewal of the Contract for the United Futbol Academy Field Use Agreement for Soccer Programming.
Facts & Historical Information:	We have been under contract with UFA since at least the 2014 Calendar year as our provider of youth soccer. UFA is the only recreational soccer program that operates in Lumpkin County. By contracting with UFA, this allows the Parks and Recreation Department to allocate resources to focus on other sports which run concurrently with the soccer seasons. The majority of counties that we partner with for other sports utilize UFA, which offers a cohesiveness amongst our athletic programs.
Potential Courses Of Action:	1. Renew the contract with UFA. 2. Re-bid the contract. 3. Assume the management of soccer programming internally.
Budget Impact:	Should the BOC desire to assume management of soccer programming internally, a budget amendment would be required. This amendment would need to appropriate enough money for providing staff coverage at all practices and games. Additionally, Referees would need to be hired for each game, and supplies such as goals, nets, balls, cones, flags, and other practice equipment would need to be purchased and maintained.
Staff Recommendation:	Staff recommends renewing the contract for 2022 with UFA.
Attachments:	2022-2023 Futbol (Soccer) Contract (UFA)

LUMPKIN COUNTY PARK & RECREATION
2022 - 2023 Activity Period
TERMS OF FIELD USE AGREEMENT WITH UNITED FUTBOL ACADEMY

This field use agreement has been entered into as of June 1, 2022, between Lumpkin County (Lessor) and United Futbol Academy (Lessee), for the purpose of leasing fields for soccer programming in Lumpkin County, Georgia, acting on behalf of United Futbol Academy and their designated representatives, coaches and directors agrees to abide by all terms of this agreement as well as the rules and ordinances set forth by Lumpkin County Parks and Recreation (LCPR) and their partners who might provide access to fields or facilities.

This agreement shall be in force commencing as of an effective date of June 1, 2022, through May 31, 2023, unless terminated in accordance #25 and #26 as stated below.

Lessor and Lessee agree to abide by the following additional terms and conditions:

1. UFA agrees to maintain liability insurance and add LCPR and Lumpkin County as an additional insured, providing a copy of such within 30 days of this binding agreement. Failure to provide a copy of the policy to Lumpkin County shall constitute a breach of contract; a “notice of coverage” is not satisfactory, a full and complete copy of the policy is required.
2. UFA agrees to provide all equipment, uniforms, officials and coaches necessary for the operation of a successful recreational, academy and select soccer program in Lumpkin County.
3. UFA agrees to create and provide all flyers, posters, registration documents, and media related material for the purpose of communicating all aspects of necessary information to the Lumpkin County soccer community.
4. UFA agrees to conduct on-line registration for the purpose of registering participants in Lumpkin County. UFA further agrees to coordinate registration dates, times and locations with the LCPR Athletic Coordinator and staff for the purpose of scheduling facilities and properly communicating information to staff.
5. UFA agrees to provide an open and accessible channel of communication for all Lumpkin County participants including but not limited to email notifications, updated website information, flyers, bulletins, etc. UFA further agrees to communicate the same information to LCPR via the Athletic Coordinator and Program Coordinator.
6. It is the responsibility of the Lessee to administer background checks for all coaches, volunteers, directors, and trainers working on behalf of UFA and in Lumpkin County facilities.

Anyone convicted of crimes against persons, drug distribution or trafficking or forcible felonies shall not be permitted to work with children in Lumpkin County. In the event of a questionable situation or violation, LCPR reserves the right to have the final decision in all matters.

7. It is the responsibility of the Lessee to schedule all practices, games, clinics and trainings and to adequately and properly disseminate all information in a timely manner, not less than 2 weeks prior to the scheduled activity. Lessee further agrees to simultaneously provide the LCPR Athletic Coordinator with the same information.

8. It is the responsibility of the Lessee to train, schedule, communicate with and pay officials in accordance with their policies.

9. Lessee agrees to keep all soccer facilities and fields clean, neat and free of debris before, during and after all scheduled activities.

10. Lessee is responsible for the proper set up, maintenance, storage and removal of soccer related equipment including but not limited to goals, nets, sand bags, balls, flags and cones. LCPR will provide outdoor space for storage of soccer goals and indoor storage space for small equipment.

11. Lessee agrees to limit field use to prearranged and designated times. Lessee further agrees to adhere to the LCPR Field Closed portion of the agreement making LCPR the final say in these situations.

12. Lessee agrees to coordinate field design and lay out with the Athletic Coordinator. Once space is agreed upon by both parties Lessee agrees to provide a diagram of the field layout for the purpose of disseminating information as well as field design, layout and striping by lessor.

13. LCPR will provide paint and labor necessary to stripe/paint all soccer fields in accordance with the agreed upon layout.

14. Lessee agrees to have a representative present during all UFA sponsored activities, practices, games and events. The representative shall be recognizable and accessible to the soccer participants and properly communicate and disseminate information.

15. Lessee agrees to meet with the LCPR Athletic Coordinator monthly for the purpose of discussing issues, planning and disseminating information necessary for the successful operation of soccer programs in Lumpkin County.

16. Lessee agrees to limit rosters and participation in Lumpkin County leagues to no more than 20% non-Lumpkin residents. Lessee and LCPR agree to negotiate this issue in the event Lumpkin

County resident participation numbers are not sufficient to support this distribution in certain levels or age groups.

17. Lessee agrees to maintain the registration fee structure for soccer programming in Lumpkin County at a rate agreed upon by LCPR Director and UFA. The fees do not include associated tournament entry fees. Late registration fees shall be an additional \$20 and out of county players will pay an additional \$30.
18. Lessee agrees to abide by and enforce all LCPR rules, ordinances and zero tolerance policies as they relate to park property and activities. Including, but not limited to policies relating to emergencies, weather, spectator and participant behavior, and field maintenance schedules and closures.
19. Lessor will not be held liable for the damage or loss of property of the Lessee.
20. Lessee will be permitted to utilize any equipment, which is the property of LCPR until such time as it is rendered no longer usable. Lessee agrees to provide all additional equipment necessary for the operation of its programs and activities.
21. Lessee must include Lumpkin County and LCPR in its "hold harmless" agreement on all registration forms, both electronic and hard copy.
22. Each season Lessee agrees to provide LCPR copies of all rosters, both recreational and academy, within 2 weeks of teams being set for the season. Rosters must include coaches and participants first and last name, full address, age, phone number, email address, date of birth, gender and team/league information.
23. Effective upon signing, Lessee agrees to pay LCPR a field usage fee of \$5 for registered players in their Lumpkin County program or who may be utilizing Lumpkin County facilities. Payment is due when rosters are submitted or no more than 2 weeks from the date teams are set for the season.
24. During the length of this agreement, Lessor agrees UFA shall have priority usage of Lumpkin County Park and Recreation soccer facilities. This agreement does not prevent LCPR from having the ability to rent or use soccer fields for special events, tournaments, or free and open play for Lumpkin County residents, or to rent field space to other teams when not in use by UFA.
25. LCPR reserves the right to terminate this agreement, with 30 days written notice, for any violations in the terms of this agreement, rules, park ordinances or un-reconciled issues arising as a result of this agreement. In the event written notice of termination is given, Lessee will be afforded field privileges through the end of the current regular spring or fall season schedule.

26. If Lessee should choose to opt out of this agreement, Lessee agrees to give a minimum 30 days written notice and complete any ongoing activity period, season or schedule.

UFA Director (Lessee)
Printed Name:

Date_____

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Date_____



Lumpkin County, Georgia

Parks and Recreation Department

Date:	May 17, 2022
Agenda Item:	UNG Swimming Pool Agreement
Item Description:	UNG Swimming Pool Agreement. This is a contract for a usage agreement between the County and UNG for usage of their pool to instruct swimming lessons and conduct swim team practice.
Facts & Historical Information:	With the closing of the community pool, Parks and Recreation no longer has a facility to use for the instruction of swimming lessons, or for the swim team to practice. UNG has the only publicly accessible pool in the area. We utilized this facility, with the same usage agreement in 2019 and 2021, and had a successful summer of swim lessons and had a competitive swim team. There were no reported problems or issues throughout the summer.
Potential Courses Of Action:	1. Approve the contract with UNG. 2. Choose to not offer swim team or swimming lessons.
Budget Impact:	The usage fee will be \$1,888, which is accounted for in our current budget.
Staff Recommendation:	Staff recommends approving the contract with UNG.
Attachments:	LCPR Swim Contract '22



License/Facilities Use Agreement (For Use of Campus Facilities with No Overnight Lodging)

This License/Facilities Use Agreement (Agreement) is between the Board of Regents of the University System of Georgia, on behalf of University of North Georgia, a unit of the University System of Georgia (Owner) and Lumpkin County Parks and Recreation (Permit Holder). Derek Leonard will serve as your primary contact and can be reached at 706-864-1622 or by e-mail at derek.leonard@ung.edu.

Permit Holder: Lumpkin County Parks and Recreation (LCPR)
 Permit Holder Physical Address: 365 Riley Road, Dahlonega, GA 30533
 Permit Holder Billing Address: 365 Riley Road, Dahlonega, GA 30533
 Permit Holder Contact Person: Wade Chandler
 Cell Number/Email: [706-864-3622/wade.chandler@lumpkincounty.gov](mailto:wade.chandler@lumpkincounty.gov)
 Alternate Contact Person/Cell Number: Alicia Davis/706-482-2573

Name of "Event": LCPR **Summer Swim Lessons** and **Summer Swim Team**

Date/Time of Event: Start date to be May 16, 2022. **Swim Lessons** - Monday – Thursday (except for when holiday effects university being open); June 6-9, June 13-16, June 21-24, June 27-June 30, July 11-14, July 18-21 2022; 12:00-1:00pm & 1:00-2:00pm; **Swim Team** - Monday - Thursday; May 16 - July 22, 2022; 7:00-8:30pm. Pool will be closed on June 20 & July 4.

Estimated Number of Attendees: **Swim Lessons** - max 15 students; **Swim Team** – varies, one lifeguard for every 25 swimmers is required.

Does this Event Involve Minors: Yes

Area/Room Reserved: Memorial Hall Pool

Special Requirements:

- LCPR is responsible for all COVID related social distancing guidelines and must abide by all UNG guidelines when on UNG property.
- LCPR acknowledges that these programs involve minors and that as a requirement of this contract, LCPR must abide by all UNG policies and procedures regarding minors on campus, including background checks of all staff and volunteers.
- LCPR is required to limit swim lesson participants to a maximum of 15 per class. UNG reserves the right to reduce that number to 10.
- LCPR will maintain a 1:3 staff/child ratio.
- LCPR agrees to provide one lifeguard for every 25 swimmers during swim team practice.
- LCPR will require parents to stay in the pool area during their child's swim lesson and swim team practice. The dropping off of children without a parent or guardian remaining on premises is not allowed. Any child that is dropped off without a parent/guardian present will be unable to participate in programming for that day.
- LCPR is responsible for providing lifeguards, instructors, and any other staff as well as any compensation for such.
- LCPR will provide all equipment associated with swim lessons and swim team.
- LCPR will be unable to use the pool during any dates that UNG is closed.
- LCPR will provide parking permits to participants. Parking is limited to Lot 16 behind Memorial Hall and participants will not park in any faculty/staff, visitor, or restricted spaces.

Attachment: LCPR Swim Contract '22 (2022-023 : UNG Swimming Pool Agreement)

- LCPR understands that on a rare occasion there may be a conflict between swim team practice and a UNG camp. Should this occur UNG will provide LCPR at least one week notice and practice for that day will be canceled.
- UNG may close the pool for maintenance or other unforeseen circumstances. In the event of a closure, LCPR is responsible for any refunds to participants associated with that closure. UNG will only be responsible for refunding LCPR any monies paid to UNG for UNG staff that are not needed due to the closure.
- UNG will use reasonable efforts to maintain the pool temperature between 80-81 degrees.
- UNG Recreational Sports will provide a UNG staff member to unlock and lock facilities and assist LCPR in monitoring locker rooms to ensure that only individuals associated with swim lessons or swim team are allowed in locker rooms during their scheduled times. **However**, LCPR is ultimately liable for who is in the locker rooms and pool area during their programs and for monitoring activity to ensure the safety of LCPR staff and participants.
- UNG will unlock facilities 15 minutes prior to the start of lessons and practice and will secure and lock the building 30 minutes after the activity's scheduled time. All participants, parents, and LCPR staff must vacate the facility within that timeframe.

UNG Personnel Services required: UNG will staff a worker to lock/unlock facilities and assist LCPR in monitoring access.

Permit Holder agrees to pay Owner the sum of usage fees as outlined below:

Facilities:	UNG Memorial Hall Pool and locker rooms	
	Pool chemicals	\$700.00
Equipment:	Provided by LCPR	NA
Additional Special Services:	UNG staffing during swim team @ \$11/hr	
	UNG staffing during swim lessons @ \$11/hr	\$1188.00

Other: The parties agree to use best efforts to agree to the terms of a facilities exchange for multiple recreational spaces, including the Memorial Hall Pool and locker rooms.

Total: \$1888.00 Required by: May 16, 2022

Agreement may be canceled by Permit Holder up to 2 weeks prior to the event. If Permit Holder cancels within 2 weeks of event start date, Permit Holder is responsible for payment in full for the event.

Owner may not be able to accommodate additional Permit Holder requests that are not included in Agreement after execution of this document. Additional requests, if able to be accommodated by Owner, may incur additional fees.

Owner encourages thorough planning by Permit Holder ahead of time.

Permit Holder is restricted to use only those facilities outlined in Agreement.

Indemnification Clause: Permit Holder indemnifies and holds harmless the Owner, the Institution and the State of Georgia and all of their respective officers, members, employees and directors (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, from the Permit Holder's use of the space licensed herein, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from this Agreement or any act or omission on the part of the Permit Holder, its invitees, agents, employees or others working or enjoying the Licensed Premises on behalf of the Permit Holder, or due to any breach of this Agreement by the Permit Holder, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification extends to the successors and assigns of the Permit Holder. This indemnification obligation survives the termination of the contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Permit Holder. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds (all such funds hereinafter collectively referred to as the "Funds") established and maintained by the State

of Georgia Department of Administrative Services Risk Management Division (hereinafter "DOAS") the Permit Holder shall reimburse the Funds for such monies paid out by the Funds.

Insurance: Permit Holder shall, at its own cost and expense, obtain and maintain Commercial General Liability Insurance (2013 ISO Occurrence Form or equivalent) not inconsistent with the policies and requirements of O.C.G.A. § 50-21-37, which shall include, but not be limited to, coverage for personal and advertising and contractual liability. The Commercial General Liability Insurance shall provide the following limits:

Coverage	Limit
Personal Injury and Advertising	\$1,000,000 per Occurrence Contractual \$1,000,000 per Occurrence
Damage to Rented Premises	\$1,000,000 per Occurrence
General Aggregate	\$2,000,000

Permit Holder shall also provide a Commercial Umbrella Liability Insurance Policy to provide excess coverage above the Commercial General Liability (CGL) coverage with minimum limits of \$2,000,000 per occurrence. The policies cover the period of Permit Holder's occupancy and use of the premises, such insurance to be obtained from an insurance company legally licensed and authorized to transact business in the State of Georgia, and name "the officers, agents and employees of University of North Georgia and the Board of Regents" as additional insureds, but only with respect to claims that are not covered by the Georgia Tort Claims Act (O.C.G.A. Section 50-21-20 et seq.).

Permit Holder shall furnish Owner with a copy of Certificate of Insurance at least ten working days prior to occupancy and use of the premises, and said policy shall have a clause showing that the insurance is in force and non-cancelable prior to the occupancy and use of the premises by the Permit Holder. Permit Holder's failure to obtain and furnish evidence of the required insurance shall constitute default of this Agreement.

At times campus premises or facilities may be closed due to unforeseen circumstances such as fire or severe weather predictions. In these instances, all activities scheduled to be held on a particular campus or facility that is closed are cancelled, including facility use by Permit Holder. In these cases, deposit received by Owner will be refunded. Owner will not be liable to Permit Holder for any damages or losses as a result of such cancellation.

The terms and conditions contained in Exhibit A General Provisions and Exhibit B Programs Serving Minors and attached hereto are wholly incorporated into this Agreement and expressly understood and mutually agreed upon by Owner and Permit Holder.

This agreement made by Owner and Permit Holder, executed through UNG Division of Professional and Continuing Education on behalf of Owner, is binding on both parties and constitutes the full complete understanding thereof. Additional agreements, oral or otherwise, must be written and signed by both parties in order to be binding.

Permit Holder

Signature: _____

Date: _____

Name: _____

Title: _____

University of North Georgia (Owner)

Signature: _____

Date: _____

Name: _____

Title: _____

Exhibit A General Provisions

1. Licensed Premises. Permit Holder accepts facilities provided by Owner “as is, where is, and with all faults.” Permit Holder will be responsible for simple housekeeping of the areas that they occupy. All facilities used shall be left in a condition acceptable to the Owner. Permit Holder shall reimburse Owner for any such damage or injury caused by Permit Holder, its employees, agents, or any other person admitted to the premises by Permit Holder, its agents, or employees.
2. Failure to Pay. Permit Holder agrees that if it fails to pay the charges or any part thereof in accordance with Agreement, or if Permit Holder violates any other provision of Agreement, all remaining obligations of Owner under Agreement shall, at the option of Owner, cease and be terminated upon written notice to Permit Holder.
3. Food and Beverage. Permit Holder is prohibited from bringing food/beverages onto Owner premises. Owner contracted catering services will be happy to provide refreshments and meals for your event. If catering/food services/concessions are required, Permit Holder should contact catering service directly and will enter into a separate agreement with caterer for food services. Caterer contact is: Aramark Catering, 706-864-1765 or aramarkcatering@ung.edu
4. Event Staffing. Permit Holder shall provide all necessary personnel and labor in order to hold their event, including ticket sellers, security, custodial staff, A/V technicians, and grounds clean-up crew. Some staff must be procured through Owner, such as security and building attendant, while other staff may be procured outside of UNG. If such staff is procured through Owner, such staff shall nevertheless be employees of Permit Holder and not Owner, and shall be paid by Permit Holder.
5. Advertising. No print or electronic advertisement, social media post or other public statement should include the Owner’s name or logo in connection with any non-university organization, business, or person in any manner that implies that Owner supports, approves, or endorses any product, service, interest, position or ideology of that organization, business or person. The Owner’s name and address may only be used as a reference for event location. All promotional materials must be approved by the Director of Professional and Continuing Education prior to production and distribution. Failure to comply with this provision shall be considered automatic grounds for termination of Agreement by Owner.
6. Owner Access. Owner shall have access to the premises at all times during which Permit Holder is permitted to occupy, use, and enjoy the premises as outlined above.
7. Owner’s Right to Remove. Owner reserves the right to remove any objectionable person or persons from the premises and Permit Holder expressly waives any right to damages for such removal.
8. Permit Holder Property Liability. All property brought onto the premises by Permit Holder, its members, participants, and invitees, shall be at the sole risk of Permit Holder. Owner shall not be responsible for such property nor liable for any damages or injury to Permit Holder, its members, participants, invitees, agents, or employees.
9. No Alterations or Improvements. Permit Holder shall make no alterations in or additions to Owner premises.
10. Parking. Permit Holder understands and agrees that parking facilities adjacent to or near the premises are limited. Event staff and participants may not park in faculty/staff spaces.
11. Alcohol Policy. Alcohol consumption or sales is prohibited on all Owner premises and properties unless prior written approval is granted and incorporated herein.
12. Tobacco Policy. The use of all forms of tobacco products on property owned, leased, rented, in the possession of, or in any way used by the University System of Georgia or its affiliates is expressly prohibited. “Tobacco Products” is defined as cigarettes, cigars, pipes, all forms of smokeless tobacco, clove cigarettes, and any other smoking devices that use tobacco such as hookahs or simulate the use of tobacco such as electronic cigarettes.
13. Compliance With Programs Serving Minors Policy. Permit Holders that operate events that provide for the care, custody, or control of minors shall take precautions to assure the safety and well-being of minors and Owner’s property and release Owner from any liability in conjunction with the use of the facility. Owner has made available a copy of such policy and compliance provisions at <https://ung.edu/programs-serving-nonenrolled-minors>. At any time, Owner may request, and must be promptly provided with, copies of all pre-screening and training verification.
14. Compliance With Fire Safety Standards. In accordance with accepted standards for fire safety, Permit Holder agrees to ensure that all exits are unlocked and that access thereto is free from all obstructions at all times during occupancy. If applicable, Permit Holder further agrees to ensure that all aisles will be kept clear, that no seating in the aisles will be permitted and that every exit light is burning at all times during the Event(s). Permit Holder shall not obstruct any sidewalks, entries, passages, vestibules,

hallways, elevators, doors, skylights, stairways, hallways, corridors, passageways, radiators, house lighting attachments and all openings or ways of access to public utilities of the premises.

15. Compliance with All Applicable Laws, Rules, and Regulations. Permit Holder agrees that every member connected with Event shall abide by and comply with all laws, rules, and regulations of the United States, State of Georgia, and Local Government.
16. Assignment. Use and occupancy of Owner premises cannot be assigned by Permit Holder to any other organization, person, or other entity, unless written permission is provided by Owner.
17. Governing Law. This Agreement shall be governed by the laws of the State of Georgia.

Exhibit B Programs Serving Minors

1. Institutional Policy. If Permit Holder operates a program or activity that provides for the care, custody, or control of minors, Permit Holder shall be governed by and comply with all requirements of Owner's policy on programs serving minors. Such requirements include but are not necessarily limited to those listed below. A copy of Owner's policy and compliance provisions can be found at <https://ung.edu/programs-serving-nonenrolled-minors>.
2. Duty of Care. Permit Holder shall operate such Event in a safe manner.
3. Forms. Permit Holder shall use all appropriate forms related the operation of the Event, which may include but are not necessarily limited to parental consent forms, participant conduct agreement forms, medical information and release forms, medical authorization treatment forms, medical authorization to administer medication forms, media release, pickup authorization forms and others.
4. Criminal Background Checks. Permit Holder shall properly screen and conduct criminal history background checks, including the National Sex Offender Registry, on all employees, volunteers, counselors, chaperones and others who are reasonably anticipated to have direct contact or interaction with minor program participants. Personnel in charge of screening volunteers should be aware of the inherent limitations of background checks and should seek to utilize other screening methods, when possible, in addition to background checks to include in-person interviews and reference checks.
5. Supervision. Every minor participant must be properly supervised at all times in the immediate presence of at least one authorized adult while participating in the Event. Permit Holder certifies that there will be appropriate supervision and that there will be an appropriate participant-to-supervisor ratio, which may vary depending on the age of the participants, the nature of the activity, and whether the program has an overnight component.
6. Training. Permit Holder shall provide training to all employees, volunteers and others assisting with the Event that addresses mandatory reporting requirements, appropriate contact with minors, safety and security procedures, and response protocols for injury or illness, and staff or participant misconduct.
7. Safety and Security. Permit Holder agrees to ensure the safety and protection of program participants and to establish protocols for reporting injuries, staff misconduct, participant misconduct, and procedures for secure pickup and drop-off of program participants. Permit Holder agrees to establish security measures (e.g., where to meet and where to go if lost, responses and protocols for weather alerts, accidents, missing persons, etc.), and to communicate those measures to program participants.
8. Reporting Obligations. Criminal activity should be reported immediately to the Owner's Department of Public Safety who can assess the situation and determine what other notifications or actions are necessary.
9. Known or Suspected Abuse or Neglect of Minors. If Permit Holder and/or any of its employees, volunteers, or other agents or any other authorized adult present at the program/activity know, suspect, or receive information providing reasonable cause to believe that a minor has been abused or neglected, or if Permit Holder or such other individuals have other concerns regarding a minor's safety, Permit Holder or such other individual must report the situation immediately to the Owner's Department of Public Safety and to the Georgia Department of Human Services (and/or the Division of Children and Family Services) by calling 1-855-GACHILD (422-4453), as required by Georgia law. Permit Holder hereby acknowledges its understanding of this reporting requirement for known or suspected abuse or neglect of minors.



Lumpkin County, Georgia

Finance Department

Date: May 17, 2022

Agenda Item: Hazardous Waste Trust Fund Application for Reimbursement

Item Description: Hazardous Waste Trust Fund Application for Reimbursement

Facts & Historical Information:

Potential Courses Of Action:

Contract Term:

Budget Impact:

Staff Recommendation:



Lumpkin County, Georgia

Finance Department

Date:	May 17, 2022
Agenda Item:	Medicare Revalidation for Ambulance Service
Item Description:	Medicare Revalidation for Ambulance Service. Consideration of the Medicare revalidation for ambulance service.
Facts & Historical Information:	The US Centers for Medicare & Medicaid Services requires medical services providers to revalidate (renew) its enrollment record every five years in order to maintain Medicare billing privileges. Failure to revalidate on time could result in a hold of Medicare reimbursement or deactivation of Medicare billing privileges. PPS, the County's ambulance billing services provider, was notified the week of May 2, 2022 that the revalidation deadline is July 31, 2022. Due to the nature of the process, with the possibility of US Centers for Medicare & Medicaid Services requiring additional information, we are requesting the Board of Commissioner to consider this revalidation at the May 17, 2022 Work Session II and Regular Meeting, which will allow additional time to complete the revalidation process prior to the July 31, 2022 deadline.
Potential Courses Of Action:	A) Approve the Medicare Revalidation B) Disapprove the Medicare Revalidation
Budget Impact:	Approving the Medicare Revalidation will allow Lumpkin County to continue to bill Medicare for ambulance services provided. Disapproving the Medicare Revalidation will prevent Lumpkin County from billing Medicare for ambulance services provided and will negatively impact ambulance service revenue until reenrollment is completed.
Staff Recommendation:	Staff recommends COA A.



Lumpkin County, Georgia

Community and Employee Services Department

Date: May 17, 2022

Agenda Item: Lumpkin County Employee Health Insurance Renewal

Item Description: Lumpkin County Employee Health Insurance Renewal. Consideration of Renewal of Self-Insurance Plus Renewal of Vision Insurance.

Facts & Historical Information:

Lumpkin County Board of Commissioners provides Medical, Dental, Long Term Disability and Basic term life insurance for eligible full-time employees and certain other designated individuals as allowed. Additionally, certain other voluntary insurances such as Short-Term Disability, vision insurance, additional life insurance and critical illness and cancer policies are offered to employees, but premiums are not supported by the county. Employees pay a portion of the medical and dental cost based on the level of coverage they choose.

Last year the Board agreed to move to a self-funded health insurance plan and now needs to consider the renewal and refunding of that plan.

Health Insurance

Turner, Wood and Smith (TWS) serves as the employee benefits consultant for Lumpkin County Board of Commissioners. Their recommendation was to utilize Healthgram as our third-party administrator for the self-insured health coverage, with the understanding that this cost-improvement process is not a quick fix and will take three to five years to show significant improvements.

The conservative estimate was that the county would save at least \$150,000 per year. YTD 2021-2022 total net paid claims have declined 19% or \$322,806 over 2020-2021. YTD, pharmacy claims have declined \$320,980, a large portion of those savings are driven by the pharmacy concierge program focusing on high dollar prescriptions.

Part of a self-insured strategy is to utilize stop loss coverage for individual and overall Lumpkin County claims. There are several large

claims that have hit the plan and are being managed. YTD, total paid claims have exceeded total expected claims by \$62,317. Annualized, it is expected to exceed total expected claims by \$172,676. The County is also converting from a 12/12 stop loss contract to a 24/12 paid stop loss contract. Due to this, there is a premium increase for the stop loss coverage of an additional \$85,000. This is in addition to the funding needed to continue with self-insurance.

Vision

VSP has proposed a small rate increase with a four-year rate guarantee. This cost is covered entirely by employees.

Potential Courses Of Action:

- A. Choose to continue with self-insurance, funding both the stop loss premium increase along with funding short of the expected costs, with no cost increase to employees. Approve the VSP contract.
- B. Choose to continue with self-insurance, funding both the stop loss premium increase along with funding for expected costs and continue funding \$220,000 to the reserve fund with no cost increase to employees. Approve the VSP contract.
- C. Choose to continue with self-insurance, funding the stop loss premium increase and either funding short of the expected costs or funding for expected costs and pass a specified amount on to employees. Approve the VSP contract
- D. Direct TWS and staff to search for other options for health insurance. Approve the VSP contract.

Budget Impact:

- Course of Action A will get the county back to the amount paid in 2020-2021, but will leave a \$253,996 shortfall for funding expected costs in 2022-2023 and \$748,6765 short of funding for maximum costs.
- Course of Action B will fully fund for expected costs in 2022-2023 and leave a \$494,679 shortfall for maximum costs and will continue to grow the reserve fund.
- Course of Action C will either partially or fully fund for expected costs with some of that increase being paid by employees.
- It is unknown how Course of Action D would impact the budget.

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