



LUMPKIN COUNTY

Board of Commissioners

Work Session Agenda

Commissioners Boardroom

April 5, 2022
4:00 P.M.

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

- **CALL TO ORDER** Chairman Dockery
- **PRESENTATIONS**
 1. Public & Environmental Health Presentation
- **PROCLAMATIONS**
 2. Child Abuse Prevention Month Joint Proclamation ***Ratify***
- **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*)
 8. 2022 - 16 - Appoint Member to Planning Commission - David Woodward to Seat 7, exp 08/27/2025
 9. 2022 - 17 - Appoint Members to W&S Authority - Vic Dover to Seat 5, exp 05/31/2026
 10. 2022 - 18 - Appoint Members to Hospital Authority - Deborah Armstrong to Seat 1, exp 03/01/2024
 11. 2022 - 19 - 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*)
 13. 2022 - 21 - Request to Amend Purchasing Policy (*Finance Director Abby Branan*)
 14. 2022 - 22 - County Acceptance of Roads in Crooked Creek Subdivision (*Public Works Director Larry Reiter*)
 15. 2022 - 23 - April Surplus Property
- **CONTRACTS/AGREEMENTS**

16. 2022-009 - MOU Amendment – Board of Regents/UGA & Lumpkin County - Extension 4-H Agent Contract (*Finance Director Abby Branan*)
17. 2022-015 - Agreement between Lumpkin County Board of Commissioners and Windstream Services, LLC (*Development Authority Director Rebecca Mincey*) **Work Session II**
18. 2022-016 - Disaster Debris Monitoring Contract - Thompson Consulting Services, LLC (*Public Works Director Larry Reiter*)
19. 2022-017 - Disaster Debris Monitoring Contract - Goodwyn Mills Cawood, LLC (*Public Works Director Larry Reiter*)
20. 2022-018 - Deanna, Inc. DHS Coordinated Transportation SFY2022 – Congregate Transportation (*Senior Center Manager Linda Kirkpatrick*)
21. 2022-019 - Inmate Medical Contract (*Finance Director Abby Branan*)

- **OTHER ITEMS**

22. Library Request for Additional Funding Allocation (*Finance Director Abby Branan*)
23. FY23 Budget Guidance (*County Manager Alan Ours*)

- **COUNTY MANAGER**

- **COUNTY ATTORNEY**

- **COMMISSIONERS**

- **PUBLIC COMMENT (Agenda Specific)**

- **EXECUTIVE SESSION - Litigation**

- **ADJOURNMENT**



Lumpkin County, Georgia

Board of Commissioners Department

Date: April 5, 2022

Agenda Item: Public & Environmental Health Presentation

Item Description: Public & Environmental Health Presentation

Attachments:

2021 Lumpkin County Health Department Use of County Facility - Public Benefit Annual Report v2

Use of County Facility/Funds – Annual Public Benefit Report

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

Please submit report to:

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

Year of Report: 2021

Name of Organization: Lumpkin County Health Department

Public Benefit/Service Provided:

Services that prevent disease, injury and disability; promote health and wellbeing; and prepare for and respond to disasters.

Mission/Vision Statement:

To prevent disease, injury and disability; promote health and wellbeing; and prepare for and respond to disasters.

Is there a contract w/County? Contract between “The Department of Public Health” and “Lumpkin County Board of Health”

Is your service authorized by law? yes

If yes, please provide corresponding code section or legislation: _

Chapter 3 of Title 31 of the Official Code of Georgia

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

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

22%

Please list all funding sources for your organization:

Lumpkin County

State of Georgia

Lumpkin County Health Department Services

Please list past year accomplishments:

Top Five Health Department Clinical Services

The most utilized Health Department clinical services address the needs of women and young children. Health Department clinical services generate a significant amount of the revenue required to cover health department expenses.

- Immunizations and Travel Clinic: Vaccines for children and adults
- Women, Infants, and Children (WIC): Nutrition education and vouchers for food
- Child Health: Health screenings, infant and child wellness checkups and dental care
- Laboratory: PPDs, pregnancy tests, blood draws
- Women's Health: Maternity care, annual exams, cancer screening and family planning

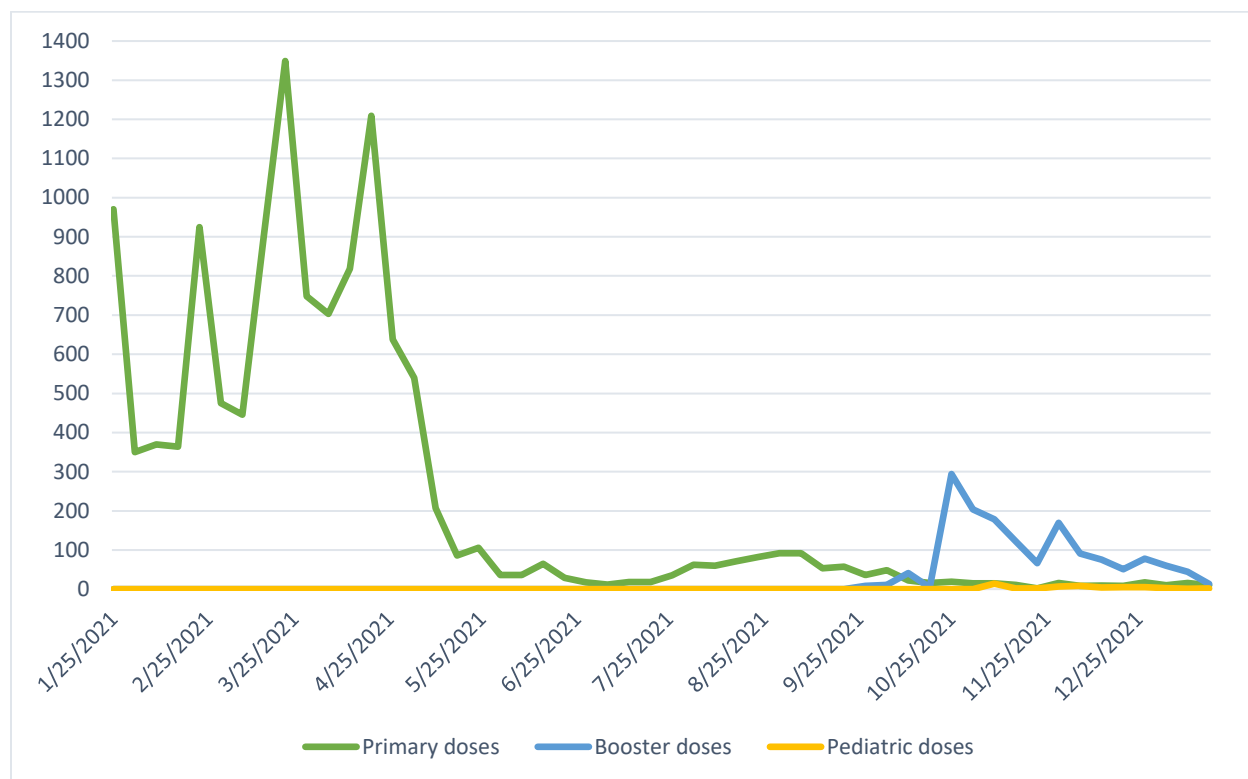
Top Five Health Department Community Services

These community-level services include:

- Environmental Health: Restaurant, pool, and tourist accommodation inspections, on-site sewage evaluations, rabies investigations
- Emergency Preparedness: Public health planning and training for emergencies and threats, emergency shelter coordination and hospital emergency response coordination
- Epidemiology: Surveillance and investigation of notifiable diseases including measles, flu, Hepatitis, and HIV
- Health Promotion: Community health education and prevention projects including tobacco and vaping prevention, teen pregnancy prevention, and cancer prevention
- Vital Records: Birth and death certificates for Georgia residents

COVID-19 Pandemic

From January to December 2021, the health department gave 13,283 primary doses and 1,337 booster/additional doses of the COVID-19 vaccine. As of December 31st, 40% of residents had one dose and 37% were fully vaccinated. The monthly doses given are in the graph below.



Please list plan for upcoming year:

Goals for FY 2022

- PrEP Clinic—Open clinic to provide medication that will prevent HIV among exposed individuals
- Hypertension and Diabetes Clinic—Open clinic to diagnose and treat hypertension and diabetes
- School Collaborations—expand high school collaboration to provide Meningitis vaccines to high school students and expand other immunization provision
- Community Collaborations – Promote community collaborations that will expand services and meet the needs of residents.



Lumpkin County, Georgia

Board of Commissioners Department

Date: April 5, 2022

Agenda Item: Child Abuse Prevention Month Joint Proclamation

Item Description: Child Abuse Prevention Month Joint Proclamation

Attachments:
2022 Joint Proclamation Child Abuse Awareness Month (April)



Joint Proclamation

By
Lumpkin County
And
The City of Dahlonega



WHEREAS; More than 10,500 children were in foster care and more than 464,100 children required the services of child protective services last year in Georgia; and

WHEREAS; Child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and

WHEREAS; The COVID-19 pandemic has increased the risks for children in all circumstances, as families and communities may become isolated and face diminished resources; and

WHEREAS; While children spending additional time on-line for education and recreation during this pandemic, they are at an increased risk of on-line exploitation and cyber bullying; and

WHEREAS; Exposure to childhood trauma has a powerful adverse effect on life-long physical and mental health and is recognized nationally as a major public health issue; and

WHEREAS; Child abuse can be prevented when all citizens become aware of the importance of supporting community leaders and parents to raise their children in a safe, nurturing environment.

WHEREAS; communities must make every effort to promote programs and activities that create strong and thriving children and families; and

NOW, THEREFORE, BE IT RESOLVED that the City of Dahlonega and Lumpkin County hereby proclaim the month of April 2022 to be **Child Abuse Prevention Month**, and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

Lumpkin County Georgia

Chris Dockery, Chairman

Attest:

Melissa Witcher, County Clerk

City of Dahlonega

Jo Anne Taylor, Mayor

Attest:

Mary Csukas, City Clerk

LUMPKIN COUNTY
Board of Commissioners
Work Session Minutes
Commissioners Boardroom



March 1, 2022
4:00 P.M.

CALL TO ORDER

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

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

PRESENTATIONS

1. Enotah CASA Presentation (Enotah Casa Director Della Lago)

Enotah CASA Presentation

MINUTES

2. Board of Commissioners - Work Session - Feb 1, 2022 4:00 PM
3. Board of Commissioners - Work Session II - Feb 15, 2022 5:30 PM
4. Board of Commissioners - Regular Meeting - Feb 15, 2022 6:00 PM
5. Board of Commissioners - Joint Special Called Meeting - Feb 17, 2022 6:00 PM
6. Board of Commissioners - Public Hearing - Feb 22, 2022 6:00 PM

RESOLUTIONS

7. 2022 - 12 - Reappoint Member to LC Veterans Affairs Committee - Joshua Fitzgerald to Seat 8, expiring 4/14/2026

Reappoint Member to LC Veterans Affairs Committee - Joshua Fitzgerald to Seat 8, expiring 4/14/2026

8. 2022 - 13 - March Surplus Property (Finance Director Abby Branan)

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

Commissioner Mayfield commended staff for following the new vehicle replacement policy.

9. 2022 - 14 - Resolution to Adopt the Hazard Mitigation Plan Update (Emergency Services Director David Wimpy)

Resolution to Adopt the Hazard Mitigation Plan Update. This is a Federal required plan that enables Lumpkin County to seek mitigation grant funding after a disaster, when funding is available.

Fire Chief David Wimpy said this is a renewal we have had since 2018, and we just got FEMA approval so it is ready to be adopted as a resolution. After the BOC approves it, he will take it to the City for their part. Chief Wimpy explained this is necessary in order to receive any state or federal funding after a disaster.

CONTRACTS/AGREEMENTS

10. 2022-005 - CorrectHealth Inmate Medical Contract Amendment (Sheriff Stacy Jarrard)

CorrectHealth Inmate Medical Contract Amendment

Finance Director Abby Branan said last month, staff was directed to negotiate with CorrectHealth, but they said they were unable to reduce the price due to rising healthcare costs. We can either move forward with their requested \$60,000 increase, or we can look at a different provider. Commissioner Mayfield said this will probably be the first of many increases in costs for services that we will see. The Chairman agreed with his point, but he said just paying the \$60,000 just because that's what they're asking for would not be right. We should put it out for bid to explore other options. The Chairman observed that if the increase is market driven, all bids would come in around the same amount.

Commissioner Stringer asked where the money would come from to pay the increase, and Ms. Branan replied it would be contingency. Commissioner Mayfield asked if putting it out to bid would leave the prisoners without medical care. Ms. Branan said she could try to negotiate a month-to-month contract with CorrectHealth so the inmates would not have a lapse in care, but she is unsure if they would be willing to do that. Commissioner Stringer said it seems as if we aren't under a contract now, so we may as well try to bid it out. Ms. Branan mentioned that Sheriff Jarrard was concerned about his staff having to hand out medications.

Chairman Dockery said it seemed irresponsible of CorrectHealth to wait until after the year began to give us a price increase. They should not give us a new contract in January and just expect it to be signed. Commissioner Stringer noted that the email from the company even said "renewal date 1/1/22", but the email was not sent until January 11th. Chairman Dockery asked how long it would take to undergo the bid process, and Ms. Branan replied it could be possible to have it completed in time for the April regular meeting. The Chairman said he doesn't want to have a lapse in service, but it does not sit right with him that CorrectHealth would assume we would just sign the contract. The correct thing to do is bid it out. Commissioner Stringer was in agreement as long as it did not result in a lapse of service.

Commissioner Mayfield agreed we need the best deal for the taxpayers, but we need a plan in case CorrectHealth chooses to walk away. They may end up having the lowest price, but until we bid it out, we won't know. Commissioner Stringer asked if we could pay them monthly at the new rate until we bid it out, just to keep from having a lapse in service? Ms. Branan said they could try to negotiate that. The Chairman did some quick calculations and said it would be about a 19% increase over the current rate. He said we could try paying monthly at the new proposed rate, but we should investigate what other counties are paying for inmate medical care. We can evaluate if other counties have experienced similar increases in medical care costs. Paying the increase just because they are asking for it isn't smart, the Chairman observed. Commissioner Moran stated Sheriff Jarrard raised some legitimate concerns at the previous meeting, but we are owed a cost breakdown and the possibility of bidding it out.

Ms. Branan said she does not foresee CorrectHealth allowing us to continue at the old rate. Chairman Dockery said they should give us the opportunity to explore our options. This isn't a situation we created. Commissioner Stringer asked if we would have to wait until the regular meeting to vote on beginning the bid process. Ms. Branan said we could go ahead and begin the process. The Chairman said we do not have to hide the fact we are looking to bid it out when we negotiate with CorrectHealth. If we had known last year they were planning on going up \$60,000, we could have bid it out then. We can request to pay monthly at the higher rate until then, and hopefully we will have the information by the next meeting.

11. 2022-006 - Retain Service of an Owner's Representative – Animal Shelter (Special Projects Director Ashley Peck)

Retain Service of an Owner's Representative – Animal Shelter. Consideration of the contract for an owner's representative for the Animal Shelter.

12. 2022-007 - Retain Architect for New Animal Shelter (Special Projects Director Ashley Peck)

Retain Architect for New Animal Shelter

Special Projects Director Ashley Peck said an RFQ was put out and we received three responses back, two of which we are going to interview. We will have a recommendation by work session II.

13. 2022-008 - IT Services Agreement (Special Projects Director Ashley Peck)

IT Services Agreement. Contract Renewal with ACNS for IT Services.

Ms. Peck said we made a few adjustments to the contract, including breaking it down by actual responsibilities and adding disaster planning. We also included a service level agreement where they are required to maintain a certain level of infrastructure in County operations. Chairman Dockery asked if ACNS was planning on including a service technician who is dedicated to the County? Ms. Peck said staff has felt as if that is not yet necessary. She has conducted weekly meetings with ACNS to make sure all of the departments' needs are being met. If we do require a full time person they can provide it, but staff does not feel like it is needed now. Ms. Peck clarified for Commissioner Mayfield that we only pay the hourly wage for a technician if someone is on site.

14. 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.

15. 2022-010 - Disaster Debris Removal & Disposal - Custom Tree Care, Inc. (Public Works Director Larry Reiter)

Disaster Debris Removal & Disposal contract renewal- Custom Tree Care, Inc. Renewal of contract for an additional 1-year term.

16. 2022-011 - Ambulance Billing Contract (Finance Director Abby Branan)

Ambulance Billing Contract. Consideration of the contract renewal for ambulance billing.

17. 2022-012 - Little Mountain Road Widening Phase 1 Bid Award (Public Works Director Larry Reiter)

Little Mountain Road Widening Phase 1 Bid Award. Consider the award of a contract to Colditz Trucking, Inc. for the widening 3.5 miles of Little Mountain Rd/ Sheep Wallow Rd from the new bridge to the intersection with Mill Creek Rd (Phase I).

Commissioner Mayfield asked about SPLOST collections going up, and asked if we could use those to do more paving on this road. Ms. Branan said we can certainly evaluate that in the future, and the BOC will have the option of choosing what to do with those funds.

18. 2022-013 - Granicus Peak Meeting & Agenda Software Contract (County Clerk Melissa Witcher)

Granicus Peak Meeting & Agenda Software Contract. This is for approval to move from IQM2 to the Granicus Peak Meeting and Agenda software.

The County Clerk explained this new software will streamline the agenda creation process and make things much easier for staff.

19. 2022-014 - Legal Services Contract (Finance Director Abby Branan)

Legal Services Contract. Consideration of a contract for legal services with Horne & Edelberg PC.

OTHER ITEMS

20. Alcoholic Beverage License – Yogis Quikstop II LLC d/b/a Turners Corner Grocery Store (County Clerk Melissa Witcher)

Alcoholic Beverage License – Yogis Quikstop II LLC d/b/a Turners Corner Grocery Store. This is for the issuance of an alcoholic beverage license for Beer & Wine Package sales located at 13870 US 19, Cleveland, GA 30528.

21. Special Event Permit Request – Dahlonega-Lumpkin County Chamber of Commerce Graduation Dinner (County Clerk Melissa Witcher)

Special Event Permit Request – Dahlonega-Lumpkin County Chamber of Commerce Graduation Dinner. Special Event Permit allowing the Chamber of Commerce to hold their annual graduation dinner on May 12, 2022.

22. Special Event Permit Request – Dahlonega-Lumpkin County Chamber of Commerce Welcome Dinner (County Clerk Melissa Witcher)

Special Event Permit Request – Dahlonega-Lumpkin County Chamber of Commerce Welcome Dinner. Special Event Permit allowing the Chamber of Commerce to hold their annual welcome dinner on August 25, 2022.

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

Special Event Permit Request – Dahlonega-Lumpkin County Chamber of Commerce Annual Meeting & Dinner. Special Event Permit allowing the Chamber of Commerce to hold their annual meeting and dinner on November 10, 2022.

24. Special Event Permit Request – R-Ranch 4th of July Concert Festival (County Clerk Melissa Witcher)

Special Event Permit Request – R-Ranch 4th of July Concert Festival. Special Event Permit allowing the R-Ranch to hold a 4th of July Concert Festival on July 1-2, 2022.

25. Special Event Permit Request – R-Ranch Mountain Top Rodeo (County Clerk Melissa Witcher)

Special Event Permit Request – R-Ranch Mountain Top Rodeo. Special Event Permit allowing the R-Ranch to hold Mountain Top Rodeo on June 10-11, 2022.

26. New Chamber/Visitor Center Sign Request (Special Projects Director Ashley Peck)

The Chamber is requesting approval for a new sign to be installed at the Visitor Center.

27. Request for Funding a Program Manager for Broadband Infrastructure Grant Project (Development Authority Director Rebecca Mincey)

The DALC & Lumpkin County have received notice of funding from the Georgia State Fiscal Recovery Fund (SFRF) and the U.S. Department of Commerce for the National Telecommunications and Information Administration (NTIA) for broadband infrastructure. As a part of the infrastructure project, it is the intention of the DALC to hire a third-party contractor (Program Manager) to assist with project oversight, implementation, tracking and collection of data, and reporting for both grant programs. The Program Manager will work on behalf of the DALC and Lumpkin County Government staff to ensure there is no fraud, waste, or abuse associated with the grant funds.

Development Authority Director Rebecca Mincey said we just received notification from NTIA (National Telecommunication & Information Administration) that we have been awarded the federal grant as well. The Development Authority is looking over the State Fiscal Recovery Fund grant application and comparing it to the federal application to ensure there is no overlap. We can amend the state application and resubmit it to the state; there is a process for this in place so nothing is jeopardized. Ms. Mincey said we will move forward with both projects for an even more beneficial impact for our citizens. Carl Vinson Institute of Government is working with the provider as well.

Ms. Mincey explained the staff analysis in the agenda packet is outdated as of Friday. We will now have two grant programs with different pools of money. We are currently waiting to hear back from the third-party contractor regarding their NTIA compliance. Ms. Mincey said there will be updated information before the work session II.

Chairman Dockery said the County will partner with the internet provider who performs the work, and since the funds are coming from a public entity, we feel it is important to have a manager to oversee the provider's work. He asked Ms. Mincey if the oversight could be paid for out of the federal grant, and she responded affirmatively, though it will require a local match. She said they intend to have an open house in April regarding the project.

The Chairman said we are giving funding to the provider but their work will be monitored to ensure the money is spent within Lumpkin County, the way it is intended to be spent. That is the intent of having a program manager. Ms. Mincey explained both programs are reimbursement programs, so the provider will do the work, submit the documentation, and then they receive payment. Their priority areas are unserved census blocks.

28. Discuss Animal Shelter Location (Special Projects Director Ashley Peck)

Discuss Animal Shelter Location. Location for the new Animal Shelter.

Special Projects Director Ashley Peck said staff was directed to evaluate County-owned property for a suitable location. Three possible sites have been proposed. Ms. Peck said Wayne Marshall works hard to create a warm and welcoming environment at the shelter, which helps with the high adoption rate. They have developed operational practices that have become a model for surrounding shelters. Ms. Peck displayed a PowerPoint presentation about the proposed sites.

Location 1 is near the fire station along the front of the property. This would be an ideal centralized location for animal shelter operations, as it is within the portion of the County that produces the most animal control calls, and it is near several main roads. There would be room for expansion and the inclusion of a short-term large animal retention area. This site would allow for easy and swift construction, and is the least expensive option. Location 1 is 541' to the nearest residence. Ms. Peck said the vegetation along the front of the property would be left there.

Location 2 would be further in to Blackburn Park at the current Vegetative Debris Management Area. The location will have to be approved by both EPD and FEMA, Ms. Peck explained. Just like location 1, this site would be a good site for the animal shelter operations and would have room for expansion and a temporary large animal retention area. This site is further than location 1 from the nearest resident at 1353 feet rather than 541 feet. This site would require a revision to the Blackburn Park site plan, and it would require the construction of a road. Ms. Peck explained the estimated cost for an entrance road to location 2 would be \$323,775, which could be funded by TSPLOST. There would be an additional estimated \$13,000 added cost for the utility build, as well. This area was intended to be a picnic area in the future Blackburn Park site plan.

Chairman Dockery discussed with Larry Reiter if an easement was needed from Blackburn Park Elementary. Commissioner Mayfield had some questions about how this might impact the future use of the site for ball fields or similar recreation facilities. Mr. Reiter and Ms. Peck said this should not impact any future ball fields, but there is a lot of grading work to be done if we choose this site. There was additional discussion over the topography and whether a road could be used for future Park & Rec facilities. Mr. Reiter pointed out the creek

running through the property and how that will impact things in the future. Commissioner Mayfield commented that if we ever do build some Park & Rec facilities out there, the road could be linked up for that purpose.

Location 3 would be in the City next to the Transfer Station. The central location in town would be beneficial, Ms. Peck explained, but it is a more difficult build site due to topography and the landfill caps. Additionally, the traffic patterns at the Transfer Station would pose a challenge. There would be no room for expansion and it would be difficult to include a short-term large animal retention area. The site is also very close to the Sheriff's firing range. The proximity to the transfer station and the accompanying odors will negatively affect public perception of the shelter, Ms. Peck explained, and the gunshots from the firing range could be detrimental to the animals. The site would also require an additional 650 feet of road to be constructed estimated at \$254,154, and it would require screening and security fencing, which would be over \$20,000. The tap fees and City water and sewer would add an additional \$40,000 to the cost, and would lead to increased utility costs during operations.

Chairman Dockery said he originally thought it would be a good location, but it certainly would create a negative public image of the shelter if it was right next to the dump and firing range. The increased utility costs and expensive build costs are something to consider, as well. Commissioner Mayfield said with all of these extra costs, it ends up costing just as much as the road for location 2 in Blackburn Park. Ms. Peck then displayed a total cost comparison of the three proposed sites.

Chairman Dockery asked Wayne Marshall, the Animal Shelter Manager, for his opinion on the best site. Mr. Marshall said the southern half of the County has the most traffic in regards to shelter/animal control operations. As far as the City, Animal Control only picks up strays at the City's request; they do not handle code enforcement. The southern unincorporated county is their busiest area for calls, so either of the Blackburn Park sites work well for him, Mr. Marshall explained. Location 3 would have a negative impact on public perception of the shelter, he observed.

29. NTIA Broadband Infrastructure Program Acceptance (Finance Director Abby Branan)

NTIA Broadband Infrastructure Program Acceptance.

Abby Branan asked for consensus from the Commissioners on this item so staff can get it to NTIA as soon as possible.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Chairman Dockery said Commissioner Greene is out of town. Commissioner Stringer gave an update on the Lumpkin County Water & Sewerage Authority. Commissioner Moran said he attended the Lumpkin Youth Leadership class graduation and it was a great event.

PUBLIC COMMENT (Agenda Specific)

Will Howell, president of the Riverwalk Subdivision Homeowners Association, came to speak against the proposed Blackburn Park locations for the new animal shelter. He said there are too many houses in the area and an animal shelter won't be compatible, and he urged the Commissioners to communicate with Blackburn Elementary on how having a kill shelter might affect the students.

Adelia Formica, Riverwalk Subdivision, also came to oppose the new animal shelter in Blackburn Park. She said they are concerned mainly about noise and potential impacts to property values. She discussed how the property is "public institutional" and to her interpretation of that term, the property should be primarily engaged in recreational, religious, educational, or philanthropic uses. Ms. Formica said according to her calculations, their subdivision brings in \$45,000 of tax dollars to the County, but no one else will want to build in the area if there is a dog shelter. She said any firemen stationed at Station 8 will not want to hear dogs barking, and it could stress out the special needs schoolchildren at Blackburn Elementary. Ms. Formica said the proposed

location 1 is under power lines, and she has heard that proximity to power lines can have negative health impacts on animals, including disorientation. She said Blackburn Park would be a wonderful asset to the County if it was used for recreation. Lastly, Ms. Formica said she heard her neighbor saying the County dumps roadkill in the vegetative debris management area in Blackburn Park. She said if that was accurate, it would cause a coyote problem.

Mr. Byron Baudo, resident of Riverwalk Subdivision, said the amount of people who have come to oppose the new animal shelter shows how important this topic is. Mr. Baudo said as the County grows, we will need more Fire/EMS and law enforcement infrastructure. The County could instead use this property to develop a state-of-the-art Fire/EMS/Law Enforcement training center, which would be beneficial for employees and citizens. Mr. Baudo said once the shelter is built and dogs start barking all day, he wouldn't want to be a fireman over at Station 8. He stated he has yet to see a single citizen in favor of this shelter in Blackburn Park.

Mr. Baudo continued, saying he does not see a need to relocate the shelter to Blackburn Park. The County should find a way to renovate the existing shelter. Mr. Baudo was questionable of the statement that the busiest area for the Animal Shelter was the southern part of the County. He said such a statement should surely be backed up by call logs or emails. If that is the case, why is it the busiest area? Mr. Baudo said either more people are moving in to this part of the County, or it has become a dumping ground for everyone. Mr. Baudo explored various reasons for why the southern part of the County must be the source of so many calls to the shelter. He said if it is a dumping ground for abandoned animals, then animal control needs to work with law enforcement to prevent it.

Mr. Baudo read a large section of the County Code regarding animal ownership, including the responsibilities of owners and what constitutes a domestic animal. He said the County will be liable for all of these stray animals. Mr. Baudo strongly reiterated his desire for the County to scrap the Blackburn Park animal shelter and instead construct a state-of-the-art Fire/EMS facility. Fire/EMS is more important than an animal shelter.

Tom Formica, also of Riverwalk Subdivision, asked if there were any other options. Chairman Dockery said these three are the options currently presented by staff, though the BOC have not made a decision yet. Mr. Formica said he understands the current shelter will have to be torn down, as it will be impossible to renovate. He asked if it would be possible to rebuild on that site after it is demolished, and whether a cost-analysis has been performed for that. He said you only need a couple acres for an animal shelter. Mr. Formica suggested partnering with TLC Humane Society to see if they could provide some land or take over the running of the County shelter. He also suggested that if the County chooses to put the shelter at the Transfer Station, perhaps the gun range could be moved over near the quarry. Having a gun range right by the shelter would make the animals even more upset, he noted.

Dan Trickle of Riverwalk Subdivision said option 1 seems haphazard, since the County would be putting an animal shelter right at the main entrance to a future recreational area. Mr. Trickle said he lost his homeowner's insurance because they decided his fire coverage wasn't good enough, despite the fact we have a Class 4 rating. He said the fire station out there doesn't seem very active, and he is a proponent of making that a full-time, operational fire station. Now he has to find new homeowner's insurance because the County's method of shuttling water isn't adequate for his carrier. Mr. Trickle said he doesn't understand how a shelter there could get water or internet. All three options are tough, as no one wants an animal shelter in their back yard. He suggested using some property over by Chestatee Ford, since that area is industrial already.

Byron Baudo came back up to the podium to speak. Chairman Dockery said it was interesting to mention wanting a bigger fire station in that area, because the County had explored that option and was told "Not in my backyard!" by several residents. We have the same issue with fire stations as animal shelters; nobody wants to see them. Mr. Baudo said he heard of a community where a fire station was built next to a large neighborhood. Their solution was to not run any sirens when traveling past the neighborhood. Chairman Dockery that's only a solution until the first accident, and Fire Chief David Wimpy said running without sirens is illegal. The Chairman said doing so would be inadvisable and unsafe. He stated we are only here to discuss the animal shelter, and we take the issue seriously. We want to do what is best for all of Lumpkin County. We have outgrown our current shelter, and we want to do what is best, he said.

ADJOURNMENT

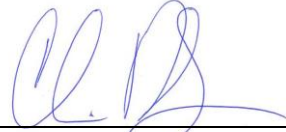
The meeting was adjourned at 5:48 PM.

April 21, 2022

Date



Melissa Witcher
County Clerk, Lumpkin County



Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Minutes Acceptance: Minutes of Mar 1, 2022 4:00 PM (MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Public Hearing Minutes
Commissioners Boardroom



March 15, 2022
 5:15 P.M.

Call to Order

The meeting was called to order at 5:20 PM by District 3 Commissioner Rhett Stringer

Attendee Name	Title	Status	Arrived
Chris Dockery	Chairman	Excused	
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

**Alcoholic Beverage License - (Retail Beer/Wine Packages) - Tushar V. Patel for Yogis Quik Stop II, LLC.
 dba Turners Corner Grocery Store**

There were no comments from the public.

Adjournment

Commissioner Rhett Stringer adjourned the meeting at 5:21 pm.

April 19, 2022

Date

Melissa Witcher
 County Clerk, Lumpkin County

Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

Minutes Acceptance: Minutes of Mar 15, 2022 5:15 PM (MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Work Session II Minutes
Commissioners Boardroom



March 15, 2022
 5:30 P.M.

CALL TO ORDER

The meeting was called to order at 5:34 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. Joint Proclamation for Lumpkin County High School Lady Indians Basketball Team AAA State Champions

Joint Proclamation for Lumpkin County High School Lady Indians Basketball Team AAA State Champions

Chairman Dockery said there will be a parade to honor the Lady Indians basketball team on March 31st.

CONSIDERATION OF MINUTES

2. Board of Commissioners - Work Session - Feb 1, 2022 4:00 PM
3. Board of Commissioners - Work Session II - Feb 15, 2022 5:30 PM
4. Board of Commissioners - Regular Meeting - Feb 15, 2022 6:00 PM
5. Board of Commissioners - Joint Special Called Meeting - Feb 17, 2022 6:00 PM
6. Board of Commissioners - Public Hearing - Feb 22, 2022 6:00 PM

RESOLUTIONS

7. 2022 - 12 - Reappoint Member to LC Veterans Affairs Committee - Joshua Fitzgerald to Seat 8, expiring 4/14/2026

Reappoint Member to LC Veterans Affairs Committee - Joshua Fitzgerald to Seat 8, expiring 4/14/2026

8. 2022 - 13 - March Surplus Property (Finance Director Abby Branan)

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

9. 2022 - 14 - Resolution to Adopt the Hazard Mitigation Plan Update (Emergency Services Director David Wimpy)

Resolution to Adopt the Hazard Mitigation Plan Update. This is a Federal required plan that enables Lumpkin County to seek mitigation grant funding after a disaster, when funding is available.

CONTRACTS/AGREEMENTS

10. 2022-005 - CorrectHealth Inmate Medical Contract Amendment (Sheriff Stacy Jarrard)

CorrectHealth Inmate Medical Contract Amendment

Finance Director Abby Branan clarified that the contract amendment request was received by the Sheriff in December, not in January as originally reported. The original contract includes language for annual automatic increases, but CorrectHealth has waived the automatic increase seven out of ten renewal years. They have agreed to provide medical services on a monthly basis for now. Ms. Branan said the RFP was released last week and the responses are due by April 1st. She shared that she spoke to Dawson and White Counties about this to see if they are experiencing increases as well. White County has been notified of an increase but they don't know the amount yet, and Dawson is in the process of bidding theirs out because CorrectHealth has not met their staffing requirements. Dawson County has agreed to pay a \$4,000 per week increase to their contract until they can get a new provider after their RFP.

Chairman Dockery said he spoke to Sheriff Jarrard about this. The responsible thing to do is to make sure we are accountable for paying any increases, and we have to ensure the quality of care is not substandard. We need to make an informed decision which is not just based on the cheapest possible price. Sheriff Jarrard said he is leery of new groups because he has had some bad experiences with other medical care groups. He believes the increase is due to a nursing shortage and because CorrectHealth has been having to hire traveling nurses to cover gaps.

11. 2022-006 - Retain Service of an Owner's Representative – Animal Shelter (Special Projects Director Ashley Peck)

Retain Service of an Owner's Representative – Animal Shelter. Consideration of the contract for an owner's representative for the Animal Shelter.

12. 2022-008 - IT Services Agreement (Special Projects Director Ashley Peck)

IT Services Agreement. Contract Renewal with ACNS for IT Services.

13. 2022-010 - Disaster Debris Removal & Disposal - Custom Tree Care, Inc. (Public Works Director Larry Reiter)

Disaster Debris Removal & Disposal contract renewal- Custom Tree Care, Inc. Renewal of contract for an additional 1-year term.

14. 2022-011 - Ambulance Billing Contract (Finance Director Abby Branan)

Ambulance Billing Contract. Consideration of the contract renewal for ambulance billing.

15. 2022-012 - Little Mountain Road Widening Phase 1 Bid Award (Public Works Director Larry Reiter)

Little Mountain Road Widening Phase 1 Bid Award. Consider the award of a contract to Colditz Trucking, Inc. for the widening 3.5 miles of Little Mountain Rd/ Sheep Wallow Rd from the new bridge to the intersection with Mill Creek Rd (Phase I).

There was discussion between Mr. Reiter, Ms. Branan, and the Commissioners regarding the funding of this project. The County Manager, Mr. Alan Ours, said doing this now will be beneficial because it prevents the extra time and cost to mobilize the Colditz fleet again. It makes sense to lock down the pricing now, especially with how oil and gas prices have been.

16. 2022-013 - Granicus Peak Meeting & Agenda Software Contract (County Clerk Melissa Witcher)

Granicus Peak Meeting & Agenda Software Contract. This is for approval to move from IQM2 to the Granicus Peak Meeting and Agenda software.

17. 2022-014 - Legal Services Contract (Finance Director Abby Branan)

Legal Services Contract. Consideration of a contract for legal services with Horne & Edelberg PC.

18. 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.

Chairman Dockery asked if this item could affect items 26 or 27 on the agenda. Rebecca Mincey, the Director of the Development Authority, explained the BOC will take action with the understanding no funding will be dispersed until the finalized contract in April. This item will be tabled at the Regular meeting.

OTHER ITEMS

19. Alcoholic Beverage License – Yogis Quikstop II LLC d/b/a Turners Corner Grocery Store (County Clerk Melissa Witcher)

Alcoholic Beverage License – Yogis Quikstop II LLC d/b/a Turners Corner Grocery Store. This is for the issuance of an alcoholic beverage license for Beer & Wine Package sales located at 13870 US 19, Cleveland, GA 30528.

20. Special Event Permit Request – Dahlonaga-Lumpkin County Chamber of Commerce Graduation Dinner (County Clerk Melissa Witcher)

Special Event Permit Request – Dahlonaga-Lumpkin County Chamber of Commerce Graduation Dinner. Special Event Permit allowing the Chamber of Commerce to hold their annual graduation dinner on May 12, 2022.

21. Special Event Permit Request – Dahlonaga-Lumpkin County Chamber of Commerce Welcome Dinner (County Clerk Melissa Witcher)

Special Event Permit Request – Dahlonaga-Lumpkin County Chamber of Commerce Welcome Dinner. Special Event Permit allowing the Chamber of Commerce to hold their annual welcome dinner on August 25, 2022.

22. Special Event Permit Request – Dahlonaga-Lumpkin County Chamber of Commerce Annual Meeting & Dinner (County Clerk Melissa Witcher)

Special Event Permit Request – Dahlonaga-Lumpkin County Chamber of Commerce Annual Meeting & Dinner. Special Event Permit allowing the Chamber of Commerce to hold their annual meeting and dinner on November 10, 2022.

23. Special Event Permit Request – R-Ranch 4th of July Concert Festival (County Clerk Melissa Witcher)

Special Event Permit Request – R-Ranch 4th of July Concert Festival. Special Event Permit allowing the R-Ranch to hold a 4th of July Concert Festival on July 1-2, 2022.

24. Special Event Permit Request – R-Ranch Mountain Top Rodeo (County Clerk Melissa Witcher)

Special Event Permit Request – R-Ranch Mountain Top Rodeo. Special Event Permit allowing the R-Ranch to hold Mountain Top Rodeo on June 10-11, 2022.

25. New Chamber/Visitor Center Sign Request (Special Projects Director Ashley Peck)

The Chamber is requesting approval for a new sign to be installed at the Visitor Center.

26. Request for Funding a Program Manager for Broadband Infrastructure Grant Project (Development Authority Director Rebecca Mincey)

The DALC & Lumpkin County have received notice of funding from the Georgia State Fiscal Recovery Fund (SFRF) and the U.S. Department of Commerce for the National Telecommunications and Information Administration (NTIA) for broadband infrastructure. As a part of the infrastructure project, it is the intention of the DALC to hire a third-party contractor (Program Manager) to assist with project oversight, implementation, tracking and collection of data, and reporting for both grant programs. The Program Manager will work on behalf of the DALC and Lumpkin County Government staff to ensure there is no fraud, waste, or abuse associated with the grant funds.

27. NTIA Broadband Infrastructure Program Acceptance (Finance Director Abby Branan)

NTIA Broadband Infrastructure Program Acceptance.

28. Mediation Compromise Terms – The Complete Combatant, LLC v. Lumpkin County

Mediation Compromise Terms – The Complete Combatant, LLC v. Lumpkin County. Board of Commissioners consideration and possible ratification of mediation compromise terms set forth in a proposed Order that, if approved by the Court, will result in dismissal of two lawsuits; The Complete Combatant, LLC v. Bruce Georgia and Lumpkin County, Civil Action SUCV2021000444; and The Complete Combatant, LLC v. Lumpkin County, Georgia and Lumpkin County Board of Commissioners, SUCV2021000439.

29. Discuss Animal Shelter Location (Special Projects Director Ashley Peck)

Discuss Animal Shelter Location. Location for the new Animal Shelter.

Commissioner Mayfield asked if any other site options had been found, and the Chairman responded these are the only ones we are considering for now.

30. New Animal Shelter Architectural and Engineering Services RFQ (Special Projects Director Ashley Peck)

New Animal Shelter Architectural and Engineering Services RFQ. Request approval from Board of Commissioners on selection of Architectural Firm for the new Animal Shelter.

Special Projects Director Ashley Peck said we have received three responses and interviewed two. Staff is in favor of JMA Architecture and would like the BOC to approve that selection. The contract will be ready for approval at the next meeting.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS**PUBLIC COMMENT (Agenda Specific)****ADJOURNMENT**

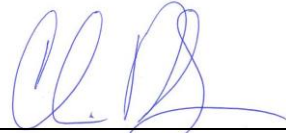
Chairman Dockery adjourned the meeting at 6:03 pm.

April 19, 2022

Date



Melissa Witcher
County Clerk, Lumpkin County



Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Minutes Acceptance: Minutes of Mar 15, 2022 5:30 PM (MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Minutes
Commissioners Boardroom



March 15, 2022
 6:00 P.M.

CALL TO ORDER

The meeting was called to order at 6:13 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

Commissioner Greene 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 2 Commissioner Mayfield. The motion was approved and carried.

PROCLAMATIONS

1. Joint Proclamation for Lumpkin County High School Lady Indians Basketball Team AAA State Champions

Joint Proclamation for Lumpkin County High School Lady Indians Basketball Team AAA State Champions

Motion: A motion was made by District 2 Commissioner Mayfield to approve the joint proclamation. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

PUBLIC COMMENTS (Agenda Specific)

CONSIDERATION OF MINUTES

Motion: A motion was made by District 4 Commissioner Moran to approve the minutes by acclamation. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

2. Board of Commissioners - Work Session - Feb 1, 2022 4:00 PM

3. Board of Commissioners - Work Session II - Feb 15, 2022 5:30 PM
4. Board of Commissioners - Regular Meeting - Feb 15, 2022 6:00 PM
5. Board of Commissioners - Joint Special Called Meeting - Feb 17, 2022 6:00 PM
6. Board of Commissioners - Public Hearing - Feb 22, 2022 6:00 PM

RESOLUTIONS

7. 2022 - 12 - Reappoint Member to LC Veterans Affairs Committee - Joshua Fitzgerald to Seat 8, expiring 4/14/2026

Reappoint Member to LC Veterans Affairs Committee - Joshua Fitzgerald to Seat 8, expiring 4/14/2026

Motion: A motion was made by Chairman Dockery to reappoint Joshua Fitzgerald to Seat 8 with a term expiring 4/14/2026. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

8. 2022 - 13 - March Surplus Property (Finance Director Abby Branan)

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

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

9. 2022 - 14 - Resolution to Adopt the Hazard Mitigation Plan Update (Emergency Services Director David Wimpy)

Resolution to Adopt the Hazard Mitigation Plan Update. This is a Federal required plan that enables Lumpkin County to seek mitigation grant funding after a disaster, when funding is available.

Motion: A motion was made by District 1 Commissioner Greene to approve Resolution to Adopt the Hazard Mitigation Plan Update. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

REPORTS

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

Elected Officials

CONTRACTS/AGREEMENTS

10. 2022-005 - CorrectHealth Inmate Medical Contract Amendment (Sheriff Stacy Jarrard)

CorrectHealth Inmate Medical Contract Amendment

Motion: Commissioner Mayfield moved to approve the RFP process and was seconded by Commissioner Moran. The motion was approved and carried.

11. 2022-006 - Retain Service of an Owner's Representative – Animal Shelter (Special Projects Director Ashley Peck)

Retain Service of an Owner's Representative – Animal Shelter. Consideration of the contract for an owner's representative for the Animal Shelter.

Motion: A motion was made by District 1 Commissioner Greene to approve Retain Service of an Owner's Representative – Animal Shelter. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

12. 2022-008 - IT Services Agreement (Special Projects Director Ashley Peck)

IT Services Agreement. Contract Renewal with ACNS for IT Services.

Motion: A motion was made by District 2 Commissioner Mayfield to approve IT Services Agreement. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

13. 2022-010 - Disaster Debris Removal & Disposal - Custom Tree Care, Inc. (Public Works Director Larry Reiter)

Disaster Debris Removal & Disposal contract renewal- Custom Tree Care, Inc. Renewal of contract for an additional 1-year term.

Motion: A motion was made by District 4 Commissioner Moran to approve Disaster Debris Removal & Disposal - Custom Tree Care, Inc.. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

14. 2022-011 - Ambulance Billing Contract (Finance Director Abby Branan)

Ambulance Billing Contract. Consideration of the contract renewal for ambulance billing.

Motion: A motion was made by District 3 Commissioner Stringer to approve Ambulance Billing Contract. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

15. 2022-012 - Little Mountain Road Widening Phase 1 Bid Award (Public Works Director Larry Reiter)

Little Mountain Road Widening Phase 1 Bid Award. Consider the award of a contract to Colditz Trucking, Inc. for the widening 3.5 miles of Little Mountain Rd/ Sheep Wallow Rd from the new bridge to the intersection with Mill Creek Rd (Phase I).

Motion: A motion was made by District 2 Commissioner Mayfield to approve with the understanding this is for phase 1 & 2. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

16. 2022-013 - Granicus Peak Meeting & Agenda Software Contract (County Clerk Melissa Witcher)

Granicus Peak Meeting & Agenda Software Contract. This is for approval to move from IQM2 to the Granicus Peak Meeting and Agenda software.

Motion: A motion was made by District 4 Commissioner Moran to approve Granicus Peak Meeting & Agenda Software Contract. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

17. 2022-014 - Legal Services Contract (Finance Director Abby Branan)

Legal Services Contract. Consideration of a contract for legal services with Horne & Edelberg PC.

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

18. 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 Chairman Dockery to table this until April. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

OTHER ITEMS

19. Alcoholic Beverage License – Yogis Quikstop II LLC d/b/a Turners Corner Grocery Store (County Clerk Melissa Witcher)

Alcoholic Beverage License – Yogis Quikstop II LLC d/b/a Turners Corner Grocery Store. This is for the issuance of an alcoholic beverage license for Beer & Wine Package sales located at 13870 US 19, Cleveland, GA 30528.

Motion: A motion was made by District 4 Commissioner Moran to approve Alcoholic Beverage License – Yogis Quikstop II LLC d/b/a Turners Corner Grocery Store. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

20. Special Event Permit Request – Dahlonge-Lumpkin County Chamber of Commerce Graduation Dinner (County Clerk Melissa Witcher)

Special Event Permit Request – Dahlonge-Lumpkin County Chamber of Commerce Graduation Dinner. Special Event Permit allowing the Chamber of Commerce to hold their annual graduation dinner on May 12, 2022.

Motion: A motion was made by District 1 Commissioner Greene to approve items 20 through 22 by acclamation. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

21. Special Event Permit Request – Dahlonge-Lumpkin County Chamber of Commerce Welcome Dinner (County Clerk Melissa Witcher)

Special Event Permit Request – Dahlonge-Lumpkin County Chamber of Commerce Welcome Dinner. Special Event Permit allowing the Chamber of Commerce to hold their annual welcome dinner on August 25, 2022.

22. Special Event Permit Request – Dahlonge-Lumpkin County Chamber of Commerce Annual Meeting & Dinner (County Clerk Melissa Witcher)

Special Event Permit Request – Dahlonge-Lumpkin County Chamber of Commerce Annual Meeting & Dinner. Special Event Permit allowing the Chamber of Commerce to hold their annual meeting and dinner on November 10, 2022.

23. Special Event Permit Request – R-Ranch 4th of July Concert Festival (County Clerk Melissa Witcher)

Special Event Permit Request – R-Ranch 4th of July Concert Festival. Special Event Permit allowing the R-Ranch to hold a 4th of July Concert Festival on July 1-2, 2022.

Motion: A motion was made by District 2 Commissioner Mayfield to approve items 23 and 24 by acclamation. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

24. Special Event Permit Request – R-Ranch Mountain Top Rodeo (County Clerk Melissa Witcher)

Special Event Permit Request – R-Ranch Mountain Top Rodeo. Special Event Permit allowing the R-Ranch to hold Mountain Top Rodeo on June 10-11, 2022.

25. New Chamber/Visitor Center Sign Request (Special Projects Director Ashley Peck)

The Chamber is requesting approval for a new sign to be installed at the Visitor Center.

Motion: A motion was made by District 1 Commissioner Greene to approve New Chamber/Visitor Center Sign Request. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

26. Request for Funding a Program Manager for Broadband Infrastructure Grant Project (Development Authority Director Rebecca Mincey)

The DALC & Lumpkin County have received notice of funding from the Georgia State Fiscal Recovery Fund (SFRF) and the U.S. Department of Commerce for the National Telecommunications and Information Administration (NTIA) for broadband infrastructure. As a part of the infrastructure project, it is the intention of the DALC to hire a third-party contractor (Program Manager) to assist with project oversight, implementation, tracking and collection of data, and reporting for both grant programs. The Program Manager will work on behalf of the DALC and Lumpkin County Government staff to ensure there is no fraud, waste, or abuse associated with the grant funds.

Motion: A motion was made by Commissioner Stringer to approve. Commissioner Greene seconded the motion.

Motion: A motion was made by Commissioner Stringer to approve using ARPA funding to fund the request from the Development Authority. The motion was seconded by Commissioner Greene. The motion was approved and carried.

27. NTIA Broadband Infrastructure Program Acceptance (Finance Director Abby Branan)

NTIA Broadband Infrastructure Program Acceptance.

Motion: A motion was made by District 3 Commissioner Stringer to approve NTIA Broadband Infrastructure Program Acceptance. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

28. Mediation Compromise Terms – The Complete Combatant, LLC v. Lumpkin County

Mediation Compromise Terms – The Complete Combatant, LLC v. Lumpkin County. Board of Commissioners consideration and possible ratification of mediation compromise terms set forth in a proposed Order that, if approved by the Court, will result in dismissal of two lawsuits; The Complete Combatant, LLC v. Bruce Georgia and Lumpkin County, Civil Action SUCV2021000444; and The Complete Combatant, LLC v. Lumpkin County, Georgia and Lumpkin County Board of Commissioners, SUCV2021000439.

Attorney Ken Jarrard read aloud the terms of the mediation.

Motion: A motion was made by District 4 Commissioner Moran to approve Mediation Compromise Terms – The Complete Combatant, LLC v. Lumpkin County. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

29. Discuss Animal Shelter Location (Special Projects Director Ashley Peck)

Discuss Animal Shelter Location. Location for the new Animal Shelter.

Larry Reiter said one of the proposed locations is in our prequalified staging area for FEMA declared disasters. The new FEMA regulations state all staging areas have to be prequalified in order to receive funding. Mr. Reiter said he would like the opportunity to do what needs to be done if that site is in consideration.

Chairman Dockery said he has viewed that site and thinks it would be acceptable, but we don't want to solve one problem and create another. We will need to continue to look at our options; we don't have to decide it today. We can start the design process, which may lend a bit more info on what we will need in the location. Mr. Reiter thanked Lorraine Morris, the Deputy EMA Director, for keeping him up-to-date on the new regulations. We want to ensure we have approval for our staging area, otherwise we could end up not getting reimbursement from FEMA after a disaster.

Chairman Dockery said he would like to meet with the architect to learn more about the layout. Commissioner Stringer said depending on what Mr. Reiter finds out, he would like someone to contact the School Board about the possibility of getting an easement to reduce the cost of that road.

30. New Animal Shelter Architectural and Engineering Services RFQ (Special Projects Director Ashley Peck)

New Animal Shelter Architectural and Engineering Services RFQ. Request approval from Board of Commissioners on selection of Architectural Firm for the new Animal Shelter.

Motion: *A motion was made by District 3 Commissioner Stringer to proceed with the RFQ process. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

Chairman Dockery clarified for the record that course of action 1 from the agenda is included in this motion, which is to accept the recommendation of the selection committee and move forward with contracting JMA for their services.

COUNTY MANAGER

Mr. Ours said this Saturday is Opening Day for baseball and the parade will be at 9:00 am, with the ceremony being at 10:00 am. He also reminded everyone there is a Land Use survey on the County website for the public. He said there will be an Open House on March 31st from 3 pm - 7 pm at Park & Rec, and another on April 2nd from 9 am -12 pm. Both will be for the Land Use Revisions.

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Greene thanked Rebecca Mincey for her extensive work on the grants. He also shared that over one thousand people showed up to the GHSA Basketball State Championships to support their girls basketball team.

Commissioner Mayfield said he sometimes has to vote for things he does not agree with or like, but he has to put the interests of the County as a whole.

Commissioner Stringer thanked the BOC and staff for the sympathy cards last week.

PUBLIC COMMENTS

Mike Moran, 3038 Porter Springs Road, asked the BOC if they had agreed to the gun range moving forward and going to a judge for approval. Chairman Dockery explained we entered into mediation at the advice of our attorney. The terms he read tonight are the terms of the mediation. Mike Moran asked what prompted the BOC to enter mediation. The Chairman said we are not here to have a debate but to hear the public's comments. He explained The Complete Combatant filed a lawsuit against us after the SLUA decision, and we were advised by outside counsel to consider mediation. We went through the mediation and formally approved the mediation terms tonight. Now it will go to a judge for final approval. Mr. Moran asked if the people opposed to the gun range have any recourse short of a lawsuit, and the Chairman responded no.

Judy Lear of 12 Serendipity Road was also opposed to the decision. She said it's like having a gun range put right into your neighborhood and people around there have families. She said the decision would allow them too many days to operate, and she was very disappointed. Chairman Dockery said we can provide the terms in writing once they are finalized. The gun range will have to have sound-deadening blankets in place as part of the settlement agreement. Ms. Lear said she is worried her grandchildren will not be able to come visit any more due to stray bullets. She said the gun range just moved in to the County and started doing business without any permits, and all they received was a slap on the wrist.

Chris Adams, 248 Stancil Dyer Road, said this is why it is important to get everyone involved in the Land Use Regulations revisions, so we can prevent this from happening to others. It is a shame that people who have been here for generations are being impacted by this.

Carol Moran asked if the year-long regulations imposed by the mediation terms will still be in place after the year is finished? Chairman Dockery responded yes.

ADJOURNMENT

Motion: A motion was made by Commissioner Mayfield to adjourn the meeting. The motion was seconded by Commissioner Stringer. The motion was approved and carried, and the meeting ended at 6:59 PM.

April 19, 2022

Date



Melissa Witcher
County Clerk, Lumpkin County



Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Minutes Acceptance: Minutes of Mar 15, 2022 6:00 PM (MINUTES)



Lumpkin County, Georgia

Community and Employee Services Department

Date: April 5, 2022

Agenda Item: Reappoint Personnel Hearing Officer & Alternate Personnel Hearing Officer

Item Description: 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

Facts & Historical Information:

Per the county's Civil Service Plan, the Board of Commissioners is requested to reappoint a Personnel Hearing Officer (PHO) and an Alternate Personnel Officer.

According to our Civil Service Plan, "The County Manager will make a recommendation to the Commission for appointment of one attorney as the primary PHO and one or more alternate hearing officers . . . in case the primary PHO is not available when needed to conduct a hearing."

The Civil Service Plan also calls for the PHO to be "appointed by a majority vote of the entire Commission and may be removed by a majority vote of the entire commission. The initial appointment will be for a one (1) year term and will be subject to replacement or reappointment at the end of the term." Per these directions, and based on recommendations, Attorney Logan Butler, with the law firm Patterson, Moore, Butler is recommended to be reappointed as the county's primary PHO and Attorney G. Kevin Morris, with the law firm Williams, Morris & Waymire is recommended to be reappointed as the alternate PHO.

Potential Courses of Action:

- A. Approve the recommendations for the primary Personnel Hearing Officer and alternate Personnel Hearing Officer.
- B. Choose not to approve the recommended individuals.

Budget Impact:

Implementation should be budget neutral.

Staff Recommendation:

Staff recommends Course of Action A, approval recommendations.

LUMPKIN COUNTY RESOLUTION NO. 2022 – 15**A Resolution to Appoint a
Personnel Hearing Officer and Alternate Hearing Officer**

Whereas, the Lumpkin County Civil Service Plan provides that the County Manager will make a recommendation to the Board of Commissioner for the appointment of one attorney as the primary Personnel Hearing Officer and one or more alternate hearing officers will be similarly appointed in case the primary Personnel Hearing Officer is not available when needed to conduct a hearing; and

Whereas, the Board of Commissioners now desires to appoint a primary Personnel Hearing Officer, and an alternate Personnel Hearing Officer, as recommended by the County Manager;

Now, therefore, it is hereby resolved that Attorney Logan Butler, with the law firm Patterson, Moore, Butler, is appointed as the primary Personnel Hearing Officer, and Attorney G. Kevin Morris, with the law firm Williams, Morris & Waymire, is appointed as the alternate Personnel Hearing Officer.

Resolved, adopted and effective this 19th day of April, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: April 5, 2022

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

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

LUMPKIN COUNTY RESOLUTION NO. 2022-16

**A RESOLUTION TO APPOINT A MEMBER
TO THE
LUMPKIN COUNTY PLANNING COMMISSION**

Whereas, the Lumpkin County Board of Commissioners desires to appoint a member to the Lumpkin County Planning Commission to serve in Seat 7;

Now therefore, it is hereby resolved that the following person is appointed to the Lumpkin County Planning Commission for the seat and term as follows:

<u>Name</u>	<u>Seat</u>	<u>Term Expiration</u>
David Woodward	7	August 27, 2025

Resolved, adopted and effective this 19th day of April, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: April 5, 2022

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

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

LUMPKIN COUNTY RESOLUTION NO. 2022-17

**A RESOLUTION TO REAPPOINT A MEMBER TO THE
BOARD OF THE LUMPKIN COUNTY WATER AND SEWERAGE AUTHORITY**

Whereas, the Lumpkin County Board of Commissioners desires to reappoint a member to the Board of the Lumpkin County Water and Sewerage Authority whose term will expire on May 31, 2022;

Now, therefore, it is hereby resolved that the following person is reappointed to the Lumpkin County Water and Sewerage Authority for the seat and term as follows:

<u>Name</u>	<u>Seat</u>	<u>Term Expiration</u>
Vic Dover	5	May 31, 2026

Resolved, adopted and effective this 19th day of April, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: April 5, 2022

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

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

LUMPKIN COUNTY RESOLUTION NO. 2022-18

**A RESOLUTION TO APPOINT A MEMBER TO THE
HOSPITAL AUTHORITY OF LUMPKIN COUNTY**

Whereas, the Board of Commissioners of Lumpkin County desires to appoint a member to the Hospital Authority of Lumpkin County to serve in Seat 1, which is currently vacant;

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

<u>Name</u>	<u>Seat</u>	<u>Term Expiration</u>
Deborah Armstrong	1	March 1, 2024

Resolved, adopted and effective this 19th day of April, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: April 5, 2022

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

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

Lumpkin County Resolution No. 2022 –19

**A Resolution to Appoint a Member to the
Lumpkin County Airport Authority**

Whereas, the Lumpkin County Board of Commissioners desires to appoint a member to the Lumpkin County Airport Authority to fill Seat B for the remainder of an unexpired term ending February 19, 2025; and

Whereas, Seat B is designated to be filled by a person having experience in a business requiring interaction with the public;

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

Name:	Seat No.	Term Expiring:
Greg Trammell	B	February 19, 2025

Resolved, adopted and effective this 19th day of April, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Planning Department

Date: April 5, 2022

Agenda Item: Revisions to Chapter 27 Land Use Code

Item Description: Revisions to Chapter 27 Land Use Code

LUMPKIN COUNTY RESOLUTION NO. 2022-20

A Resolution Revising and Adopting the Land Use Code of Lumpkin County, Georgia

Whereas, on September 21, 2021, the Lumpkin County Board of Commissioners imposed a 180-day moratorium on permitting new commercial development in the character areas of Agricultural Preservation, Rural Places and Residential Growth to allow time to review and revise the Lumpkin County Land Use Code, and

Whereas, on February 15, 2022, the Lumpkin County Board of Commissioners extended the moratorium for an additional 30 days; and

Whereas, during the moratorium, the Lumpkin County Planning Department has been working to revise the current Lumpkin County Land Use Code; and

Whereas, the Lumpkin County Board of Commissioners held a special called work session to discuss revisions to the Land Use Code on December 30, 2021, and

Whereas, the Lumpkin County Planning Commission held a work session to discuss revisions to the Land Use Code on January 10, 2022, and

Whereas, following public notice published in The Dahlonega Nugget, the newspaper of general circulation within Lumpkin County, on January 5, 2022, and January 1, 2022, the Lumpkin County Board of Commissioners held a public hearing to receive public comment on revisions to the Land Use Code on January 24, 2022; and

Whereas, following public notice published in The Dahlonega Nugget, the newspaper of general circulation within Lumpkin County, on February 9, 2022, and February 16, 2022, the Lumpkin County Board of Commissioners held a public hearing to receive public comment on revisions to the Land Use Code on February 22, 2022; and

Whereas, the Lumpkin County Planning Department held a public forum on March 31, 2022, and April 1, 2022, to receive public comment on revisions to the Land Use Code; and

Whereas, the Lumpkin County Board of Commissioners held a special called work session to discuss revisions to the land use code on April 4, 2022, and

Whereas, following public notice published in The Dahlonega Nugget, the newspaper of general circulation within Lumpkin County, on March 16, 2022, and March 30, 2022, the Lumpkin County Board of Commissioners held a public hearing to receive public comment on the revisions to the Land Use Code on April 5, 2022; and

Whereas, the Lumpkin County Board of Commissioners has determined that it is appropriate to revise the Land Use Code of Lumpkin County, Georgia;

Now therefore, it is hereby resolved that the revised land use code attached hereto and made a part hereof is adopted and shall be known as the Land Use Code of Lumpkin County, Georgia, and said code shall supersede and replace the existing land use code codified in Chapter 27 of the Lumpkin County Code of Ordinances.

Resolved, adopted and effective this 3rd day of May, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Community and Employee Services Department

Date: April 5, 2022

Agenda Item: Request to Amend Purchasing Policy

Item Description: 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.

Potential Courses of Action:

- A. Approve the request to amend the bereavement leave policy with a statement that flowers will not be provided.
- B. Choose not to approve the request and continue the practice without putting it into a policy.
- C. Choose to go back to providing flowers for certain bereavements.

Budget Impact:

Course of Action A would be budget neutral because no money is budgeted for this practice. Course of Action B would be budget neutral, but would continue to be a practice and not a policy. Course of Action C would not be budget neutral and would require funding.

Staff Recommendation:

Staff recommends Course of Action A, approval request.

<Insert Resolution Here>

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Public Works Department

Date: April 5, 2022

Agenda Item: County Acceptance of Roads in Crooked Creek Subdivision

Item Description: 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.

Facts & Historical Information:

On June 15, 2004 and December 14, 2004, the Lumpkin County Planning Commission gave final plat approval for Phase I and Phase II of Crooked Creek Subdivisions, respectfully. In March of 2011, MDR Development, LLC deeded the right of ways in the subdivision to the Homeowner's association. The roads in the subdivision had not been topped and would not be accepted into the County maintenance system until they were final topped with asphalt, inspected and approved by county staff. The roads were topped with 2" of asphalt in November of 2021 at a cost to the Homeowners of approximately \$375,000. County staff inspected the work as the topping was being placed to ensure that all work and materials met county requirements. The roads are now ready to go before the BOC for acceptance into the County Maintenance System.

Road information:

Road Name: Crooked Creek Dr

Length= 0.98 mi.

Right of way width = 50

Turn around r/w radius= 50 ft

Road Name: Wild Turkey Trl

Length= 0.41 mi.

Right of way width = 50

Turn around r/w radius= 50 ft

Road Name: Deer Ridge Trl

Length= 0.23 mi.

Right of way width = 50

Turn around r/w radius= 50 ft

Road Name: High Creek Dr

Length= 0.34 mi.

Right of way width = 50

Turn around r/w radius= 50 ft

Road Name: White Oak Trl N

Length= 0.20 mi.

Right of way width = 50

Turn around r/w radius= 50 ft

Road Name: White Oak Trl S

Length= 0.09 mi.

Right of way width = 50

Turn around r/w radius= 50 ft

Road Name: Oak Springs Trl N

Length= 0.13 mi.

Right of way width = 50

Turn around r/w radius= 50 ft

Road Name: Oak Springs Trl S

Length= 0.15 mi.

Right of way width = 50

Turn around r/w radius= 50 ft

Total Road Length= 2.52 Miles**Staff Recommendation:**

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

Lumpkin County Resolution No. 2022 -22

**A RESOLUTION TO ADOPT THE ROADS
WITHIN
CROOKED CREEK SUBDIVISION**

Whereas, the Lumpkin County Planning Director has recommended to the Lumpkin County Board of Commissioners that the roads within Crooked Creek Subdivision be accepted and adopted as county roads; and

Whereas, the Lumpkin County Planning Director has found that the roads have been developed in accordance with the plans approved by the planning office; the condition of the roads have been found acceptable to the public works department and the certificate of title has been found acceptable to the county attorney; and

Whereas, the Lumpkin County Board of Commissioners now desires to adopt the roads within Crooked Creek Subdivision as county roads;

Now therefore, it is hereby resolved that the following roads are accepted and adopted as Lumpkin County roads:

Road Name: Crooked Creek Drive

Length= 0.98 mi.

Right of way width = 50

Turn around r/w radius= 50 ft

Road Name: Wild Turkey Trail

Length= 0.41 mi.

Right of way width = 50

Turn around r/w radius= 50 ft

Road Name: Deer Ridge Trail

Length= 0.23 mi.

Right of way width = 50

Turn around r/w radius= 50 ft

Road Name: High Creek Drive

Length= 0.34 mi.

Right of way width = 50

Turn around r/w radius= 50 ft

Road Name: White Oak Trail N

Length= 0.20 mi.

Right of way width = 50

Turn around r/w radius= 50 ft

Road Name: White Oak Trail S

Length= 0.09 mi.

Right of way width = 50

Turn around r/w radius= 50 ft

Road Name: Oak Springs Trail N

Length= 0.13 mi.

Right of way width = 50

Turn around r/w radius= 50 ft

Road Name: Oak Springs Trail S

Length= 0.15 mi.

Right of way width = 50

Turn around r/w radius= 50 ft

The roads are more particularly set out on that Plat of Crook Creek Subdivision, Phase I, recorded in Cabinet 1, Slide 102, Pages 35 through 39, and on Plat of Crooked Creek, Phase II, recorded in Cabinet 1, Slide 110, Pages 187 through 195, Lumpkin County Records.

Resolved, adopted and effective this 19th day of April, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

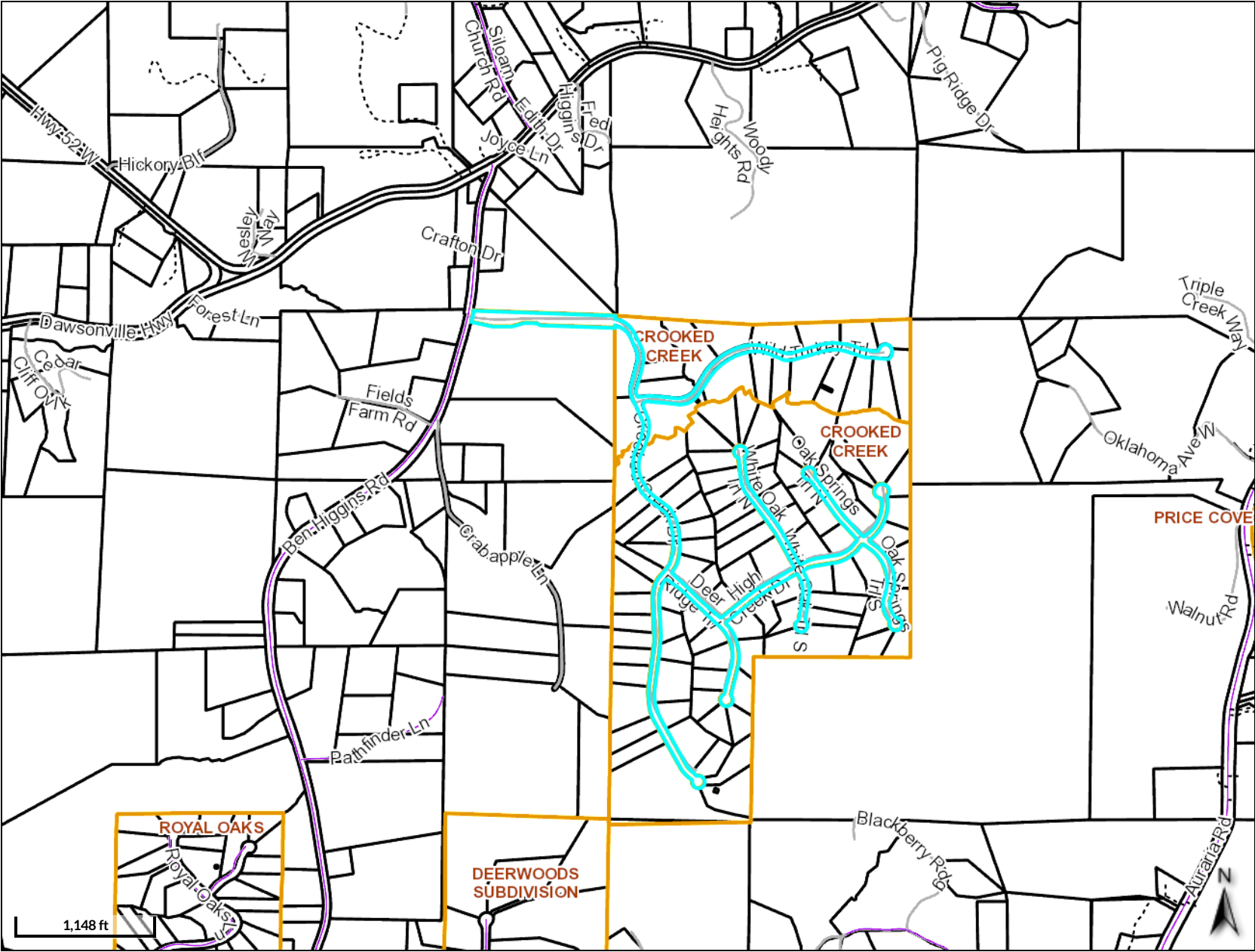
Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:

Crooked_Creek_Subdivision_map
2022-03-30 12-52

Crooked Creek Subdivision map



Overview



Attachment: Crooked_Creek_Subdivision_map (2022 - 22 : County Acceptance of Roads in Crooked

Final Plat Submittal Application

Subdivision Name Crooked CreekSubdivision entrance is located on Ben Higgins Rd (Name of County Road)Owners Name MDR Development Phone # 706-216-7238Developers Name Greg Scott Phone # 678-410-7400Type of Subdivision residential commercial / industrial other _____Total acreage 89.2 Number of Lots 20 Minimum Lot Size 1.6 acreWater System: private public community individual wellSewer System: private public community individual septic

Total length of road within the development _____

The roads will be privately maintained dedicated to the CountyWill any portion of the proposed subdivision be under the control of a homeowners association or equivalent body? yes no (if yes describe what portion)_____
_____Will any portion of the proposed subdivision be dedicated to the County (other than roads)?
yes no (if yes, describe below)_____

11/09/2004 10:55 7060677272

LUMPKIN COUNTY PLAT II

PAGE 03/03

Final Plat Submittal Application

Subdivision Name CROOKED CREEK Phase II
 Subdivision entrance is located on Ben Higgins (Name of County Road)
 Owners Name WALLACE Group LLC Phone # 706-216-4533
 Developers Name Russ Wallace Phone # 706-216-4533

Type of Subdivision ☒ residential ☐ commercial / industrial ☐ other _____
 Total acreage 135.41 Number of Lots 93 Minimum Lot Size 1 ACRE

Water System: ☐ private ☐ public ☒ community ☐ individual well
 Sewer System: ☐ private ☐ public ☐ community ☐ individual septic

Total length of road within the development 3 miles

The roads will be ☐ privately maintained ☒ dedicated to the County

Will any portion of the proposed subdivision be under the control of a homeowners association or equivalent body? ☒ yes ☐ no (if yes describe what portion)

Will any portion of the proposed subdivision be dedicated to the County (other than roads)?
☐ yes ☒ no (if yes, describe below)

PAID
 11/15/04
 118



Lumpkin County, Georgia

Finance Department

Date:	April 5, 2022
Agenda Item:	April Surplus Property
Item Description:	April Surplus Property. Consideration of list of County inventory items to be declared surplus.
Facts & Historical Information:	The item(s) on the attached sheet are no longer used or needed by County departments and need to be declared surplus to legally be removed from the County's asset listing and disposed of via sale or disposal at the Transfer Station. Historically, items have been sold via GovDeals, an online auction site. Each County Department or Constitutional Officer has the opportunity to review the items to see if their respective department/office has use of any item prior to placement on the surplus list and subsequent presentation to the Board of Commissioners.
Potential Courses of Action:	A) Approve surplus list items for sale. Any unsold items will be disposed of in accordance with O.C.G.A. B) Keep the items in County inventory.
Budget Impact:	Selling the items on GovDeals would generate additional unbudgeted revenue for the county. The dollar amount is unknown due to GovDeals being a bid/auction site. Keeping the unused items will not generate revenue and will result in staff having to find a location to store the items.
Staff Recommendation:	The recommendation of staff is surplus the item listed and sell on the GovDeals.com website. Staff also recommends any unsold item(s) or items noted as scrap be disposed of at the Transfer Station or sold for scrap with the funds generated deposited into the General Fund.

LUMPKIN COUNTY RESOLUTION NO. 2022 –23

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

Whereas, the Lumpkin County Board of Commissioners has determined that certain items of personal property, being more particularly set out and identified on the Surplus Request List Dated 04/05/22 attached hereto as Exhibit “A”, which is incorporated herein by reference and made a part hereof, are no longer used or needed for County purposes;

Now therefore, it is hereby resolved that said property identified on the Surplus Request List Dated 04/05/22 attached hereto as Exhibit “A” is declared surplus; and

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

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

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

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

Resolved, adopted and effective this 19th of April, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:

Copy of SURPLUS REQUEST FORM 04 05 2022

Exhibit “A”

SURPLUS REQUEST LIST DATED 04/05/22[illegible]



Lumpkin County, Georgia

Finance Department

Date: April 5, 2022

Agenda Item: MOU Amendment – Board of Regents/UGA & Lumpkin County - Extension 4-H Agent Contract

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

Facts & Historical Information:

Lumpkin County's extension service program began in the early 1920s with a home economist being retained by the Road and Revenue Commissioners. The first extension agent, Glad Owens, was named to the position for Lumpkin County in 1929. Through the years, the county has approved several MOUs relating to the program. Staff received a new, expanded agreement for this program in January of 2020. Upon consultation with the Extension Office, the majority of employees were favorable to changing to being paid solely from UGA. The direct pay agreement was approved in February 2020, and the MOU was updated in 2020 and was renewed in 2021.

With the resignation of former 4-H Agent and County Extension Coordinator in August 2021, Clark MacAllister, Interim County Extension Coordinator and Agriculture and Natural Resources Agent, requested that the 4-H Agent that was a split appointment between Lumpkin and Dawson Counties be changed to a single 4-H Agent who covers only Lumpkin County. Mr. MacAllister has provided written justification, which is attached. In order to accomplish this task, an additional \$3,000 is needed to cover the salary and benefit expenses for this position. Currently, \$52,643 is budgeted in the Contract Services account for Extension salaries/benefits, and Mr. MacAllister is requesting the budget be increased to \$55,643 in order cover the 4-H Agent change.

The MOU and Annual Financial Agreement have also been revised to make corrections to reflect the intent of the 2020 agreement and to provide clarity to ambiguous language in the previous contract. Those revisions are outlined below:

MOU REVISIONS:

- Section II Compensation – Changed to option B. Cooperative Contract Pay, which permits County Extension Personnel to receive their compensation from UGA Extension payroll. It also allows for UGA to bill the County for the County's portion of the personnel's salary, benefits, taxes, and retirement benefits.
- Addendum A; #8; Paragraph 1 – Changed to further define "associated benefits" as Teachers Retirement, FICA and Medicare benefits.
- Addendum A; #8; Paragraph 1 – Language regarding leave was omitted.
- Addendum A; #8; Paragraph 2 – The frequency of UGA billing and statements was changed from monthly to quarterly.
- Addendum A; #8; Paragraph 3 – Omitted because salary increases are determined by UGA, not Lumpkin County.

- Addendum A; #9 – Omitted because UGA employees do not accrue leave with Lumpkin County.

ANNUAL FINANCIAL AGREEMENT REVISIONS

- “Annual Financial Agreement” has been added as the title to the document since this is referenced numerous times in the MOU.
- “Employee” has been replaced with “Position” in order to provide continuity through personnel changes.
- Billing frequency has been updated from monthly to quarterly.

**Potential Courses
Of Action:**

- A. Approve the MOU with requested salary/benefits increases as presented.
- B. Approve the MOU with any recommendations from the BOC.
- C. Do not approve the MOU.

**Comparison of Courses
Of Action:**

- A. This option will clear any ambiguous language in the existing contract and update it to reflect the current practices. It also allows for the hiring of a 4-H Agent who is dedicated to Lumpkin County.
- B. This option provides for suggestions from the BOC while also updating the existing MOU.
- C. This option leaves ambiguous language in the MOU and does not allow for the hiring of a 4-H Agent who is dedicated to Lumpkin County.

Contract Term:

Current – June 30, 2022

Budget Impact:

There is a \$3,000 impact to the operating budget with approval of COA A.

Staff Recommendation:

Staff’s recommendation is to approve COA A.



Lumpkin County, Georgia

Development Authority Department

Date: April 5, 2022

Agenda Item: Agreement between Lumpkin County Board of Commissioners and Windstream Services, LLC

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

Facts & Historical Information:

Potential Courses Of Action:

Contract Term:

Budget Impact:

Staff Recommendation:



Lumpkin County, Georgia

Public Works Department

Date:	April 5, 2022
Agenda Item:	Disaster Debris Monitoring Contract - Thompson Consulting Services, LLC
Item Description:	Disaster Debris Monitoring Contract - Thompson Consulting Services, LLC. Extend contract with Thompson Consulting Services, LLC for an additional year.
Facts & Historical Information:	During the clean-up for Hurricane Irma it was determined that it took at a minimum 6 road department staff members to monitor the debris clean-up. This cut the staff that was available to do road maintenance for nearly 6 months. It was determined that this work should be contracted out and FEMA would pay for up to 85% of the cost. Staff released a R.F.Q., received 4 proposals and awarded 2 contracts for debris monitoring in 2019. The contracts have an option to extend for an additional 3 years. In 2021 the contract was extended for 1 year to December 31, 2021. This request is to extend the contract for a second time.
Potential Courses Of Action:	A) Extend the contract for an additional year ending December 31, 2022 B) Do not extend the contract and rebid. C) Do not extend the contract and do debris monitoring in house.
Budget Impact:	There will be no impact on the budget unless there is a declared disaster and the contractor is issued a notice to proceed. If that happens, FEMA will reimburse the county for up to 85% of the costs.
Staff Recommendation:	The recommendation of staff is COA A, extend the contracts to December 31, 2022.
Attachments:	Disaster Debris Monitoring Contract - Thompson Consulting Services 2022 Thompson Consulting exhibit a

**RENEWAL OF CONTRACT
FOR
DISASTER DEBRIS MONITORING
PROJECT # 2019-003**

This agreement is made and entered into as of the 19th day of April, 2022, between **Lumpkin County Board of Commissioners**, hereinafter referred to as “Lumpkin County”, a political subdivision of the State of Georgia, and **Thompson Consulting Services, LLC**, a Delaware limited liability company authorized to transact business in the State of Georgia.

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

A. Scope of Work and Payment:

I. ACTIVATION – When a major disaster occurs or is imminent, the County may contact the Consultant to advise them of the intent to activate this contract.

Upon activation of this contract, Consultant will oversee the debris removal and monitoring processes utilizing the following rules and regulations as guidance:

- The Stafford Act, Section 407
 - The Stafford Act, Section 406
 - 44 CFR § 206.224
 - FEMA Public Assistance Program and Policy Guide (FP-104-009-2/January 2018)
- Monitoring Services will generally be limited to monitoring of debris in, upon, or brought to public roads, rights-of-way, and other public sites.

II. MOBILIZATION – The Consultant shall have a maximum of 48 hours from notification by the County to mobilize and begin their response. Notification may be made in writing via email and via telephone. Failure to mobilize in the allowed time may result in the selection and activation of another Consultant.

The Consultant will be responsible for determining the method and manner of Monitoring Services and lawful disposal operations. Disposal of debris will be at the approved temporary debris management site(s) or landfill site(s). The Consultant will be responsible for overseeing the lawful disposal of all debris and debris reduction by-products generated at all debris management sites.

The Consultant will, at no cost to the County:

- Provide County full-time personnel with a half-day debris management training session. Training program must, at a minimum, meet the training requirement for debris monitors as outlined by current FEMA debris management guidance.

- Provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include cell phone numbers and e-mail addresses.
- The scope of services to be provided includes Debris Monitoring and Administration, Debris Assessment, Collection Monitoring/Logs, Load Ticket Processing and Reconciliation, DMS monitoring, Debris Vehicle and Equipment Certification, Damage Complaint Tracking, Issue Log Tracking, Data Compilation and Reporting, Debris Consultant Payment Monitoring and Reconciliation Processing, Category A and B Public Assistance Support, Reporting and Coordinating with the County's Project Manager, and other related services as outlined herein, and as directed by the County.

III. DEBRIS MONITORING AND ADMINISTRATION

A. The Consultant will provide debris monitors and debris monitoring services to assist the County with monitoring the operations of the disaster debris removal and disposal Consultant(s). The debris monitoring services to be provided are debris Consultant compliance monitoring and oversight, not professional engineering services. The County will provide a Project Manager to work directly with the Debris Collection Contractor and the Consultant. The County will provide debris management site(s) (DMS) for disposal of the storm debris.

B. The County shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the County. The Consultant shall appoint a qualified and experienced Project Manager for overall coordination and communication with the County. The Consultant's Project Manager shall remain on the job and available to the County at all times during the operational phases of the debris collection and disposal project. Consultant shall supply sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites or final disposal sites. Consultant shall remove and replace employees immediately upon notice from the County Debris Project Manager for conduct or actions not in keeping with the Agreement.

C. Examples of project management and administrative responsibilities include but are not limited to:

- Coordinate daily briefings with key operational staff, County staff and debris management Consultant(s) to review, formulate and update debris assessment and removal operations and strategies. Schedule, manage and conduct periodic meetings with field staff and Consultants. Meetings shall be scheduled so that they will not impede, hinder nor delay the debris management Consultant(s) and the debris management operation.
- Provide a daily report of debris Consultant crew assignments, working locations, number of trucks assigned, total loads, cubic yards collected by debris type, an updated map of streets where debris is collected, and other key operational statistics to the County's Project Manager or designee.

- Coordinate daily scheduling, dispatching and logistical operations of the field collection monitors. Hire, train, deploy and supervise all field collection monitors and staff.
- Conduct debris surveys and perform debris estimation by debris types as requested by the County.
- Maintain accurate records of all debris collection vehicles, including the measurements of the inside of the useable bed space, photographs, license information, vehicle identification decal issuance and regular monitoring for vehicle modifications.
- Track and coordinate responses to problems identified in the field, citizen complaints related to debris removal, including commercial and/or residential property damage claims as a result of debris removal.
- Make all reasonable efforts to ensure that DMS have access control and security.
- Make all reasonable efforts to ensure the field collection monitors are accurately recording the roads and locations where debris was collected.
- Schedule work for all team members and sub-Consultants on a daily basis.
- Conduct inspections on a regular, predetermined and random basis. Make all reasonable efforts to ensure the appropriate frequency of oversight is performed for all work crews, vehicles and locations.
- Monitor the debris removal Consultant(s) and DMS(s) for compliance with their contract with the County.
- Provide training to County staff in essential debris management and collection functions to ensure appropriate and responsive interface with disaster debris collection Consultant(s), County, state and federal agencies.
- Develop forms, databases, etc. for tracking field activities, and submitting invoices for reimbursement, etc.
- Daily personnel tracking sheets (field reports) shall be maintained for all Consultant personnel assigned to the project.
- Set up schedules for monitors each day and coordinate cleanup crew assignments. Survey and maintain list of areas with special needs, including but not limited to, hazardous stumps, trees, hangers/leaners, debris types, and other potential problems.
- Prepare daily and periodic tracking reports to support debris removal, DMS operations and final debris disposal for audit purposes. Maintain a database of debris managed, costs

incurred and reconcile debris collection and Consultant invoices.

- Compile records and assist the County with the preparation of required forms for reimbursement.

D. In order to obtain maximum reimbursement, all debris loads shall be monitored in the field by collection monitors to assure debris eligibility. The Consultant shall provide fully trained collection monitors to assure proper and compliant documentation protocols are instituted and followed. The Consultant shall provide a field quality control team consisting of one field collection monitor per debris removal crew and at least one field supervisor for every five monitors unless otherwise approved by the County. This team will monitor the debris Consultants for contract compliance, efficiency and regulatory compliance. The team shall provide daily feedback to the County through their Project Manager. All field team members shall be equipped with the state-of-the-art technology, which shall include cameras, computers, communication devices with GPS, and other equipment as deemed necessary and/or appropriate.

E. The Consultant will establish a Quality Control Program. Examples of collection monitoring quality control tasks include, but are not limited to, the following:

- Verifying that all debris picked up is a direct result of the disaster.
- Accurately recording the addresses, streets and locations where debris was collected.
- Verifying that the debris collection Consultant(s) are working in their assigned collection areas and roads.
- Consultant shall stop work in progress immediately for improper monitoring documentation or work not being performed in the approved manner. The Consultant shall immediately notify the County's Project Manager to review matter and provide final resolution.
- Inspecting work in progress to assure that removal efforts include debris of the proper type in the proper areas.
- Assuring compliance with County contracts by all debris Consultants and debris subcontractors. Identifying eligible stumps, hangers and leaners. Coordinating with the County and federal/state representatives for eligibility determination and assure documentation (forms, photos, etc) are completed for reimbursement purposes as may be required by FEMA.
- Making all reasonable efforts to ensure that its employees and its subcontractor(s) are working in compliance with all federal, state, local safety regulations appropriate for the task being performed.
- Coordinating with the County to respond to problems in the field, such as property damage

complaints, debris crew issues, other customer complaints, etc. The Consultant shall maintain a detailed database of customer complaints and resolutions. Property damage complaints must be tracked using a GIS.

- Consultant has no authority to exercise any control over the debris Consultant or their subcontractors, the County or any other entity in connection with any health or safety precautions. Consultant shall have no responsibility for, advice on, or to issue directions regarding or assume control over safety precautions and programs in connection with the services performed by debris removal Consultant or their subcontractors or any other entity except to the extent relating to Consultant's employees.

F. DEBRIS VEHICLE & EQUIPMENT CERTIFICATION - All debris hauling vehicles and equipment shall be measured and certified prior to performing debris removal. The Consultant shall complete a certification on each vehicle deemed appropriate for collection. In addition to completing vehicle certification forms, photographs must be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications, including photographs, shall be retained by the Consultant on behalf of the County and provided to the County upon their request or project completion. Additional copies shall be provided to the debris removal Consultant and the vehicle driver. Once these vehicles are certified, random verifications shall be performed at each DMS to assure that no vehicle modifications have been made and to confirm data accuracy. The Consultant shall measure the volume to the nearest cubic yard of usable space for each debris collection vehicle. The Consultant shall complete the County Vehicle Certification Form provided for each vehicle. The original Vehicle Certification Form shall be delivered to the County Project Manager or designee. The County Vehicle Certification Form will have the following information:

- Vehicle make, model
- Length
- Width
- Height
- Volume in cubic yards
- Tag number of vehicles
- VIN number of vehicles
- Vehicle type
- Driver of vehicle name
- Sub-Consultant representative name
- Certification monitor name certifying vehicle
- Date
- Vehicle certification number

When a certification monitor signs a vehicle certification, he/she is certifying that to the best of his/her knowledge and belief, the information is complete and correct. The certification monitor shall not sign or accept any partially completed information. The Consultant's Project Manager or designee shall review all truck certification forms with the debris

Consultant to assure completeness and accuracy of each form before forwarding to the County's Project Manager or designee.

G. The Consultant shall provide the County's Project Manager and the debris Consultant(s) with daily Disaster Debris Status Reports. Each daily report shall contain the following:

- Overview of daily activities including status of damage complaints
- Cumulative debris totals by debris site
- Cumulative debris totals by day
- Summary of monthly debris removal efforts (cumulative and by debris site)
- Summary of mulch removal efforts (cumulative and by debris site)
- Summary of mixed/construction & demolition removal efforts (cumulative and by debris site)
- Stump volume by site
- DMS status
- Labor force report
- Debris site processing equipment summary

This reporting is due no later than 12:00 noon the following business day or as requested by the County.

H. The Consultant will provide Fixed Site Debris Monitors and Field Debris Monitors and Debris Monitoring Supervision and Management to assist the County with removal services related to natural disaster(s). The services to be provided are contract compliance supervision and inspection, not professional engineering services. At a minimum, the Consultant will provide qualified people who can perform the following roles:

1. FIXED SITE DEBRIS MONITORS – Consultant shall provide personnel to oversee the inspection of the disposal or unloading sites by providing the monitoring, verification of load capacity, and documentation at designated temporary disposal sites.

Services include:

- Provide disposal site monitors and inspectors personnel
- Complete record of contract haulers' cubic yardage and other record keeping as may be needed on the provided load ticket
- Initial each load ticket before permitting truck to proceed from the check-in area to the tipping area
- Remain in contact with debris management/dispatch center or supervisor
- Perform other duties as directed by the dispatch/staging operation, debris management project manager, or designated County personnel

- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards; document and record measurements and computations.

2. FIELD DEBRIS MONITORS – Consultant shall provide roving on-site, street-level work area inspections of debris cleanup and collection.

Services include:

- Provide loading site (field) monitors to inspect and control debris collection utilizing manifest load tickets
- Provide field monitor personnel at designated areas to check and verify information on debris removal
- Monitor collection activity of trucks
- Issue manifest load tickets at loading site for each load
- Check the area for safety considerations such as – downed power lines, are traffic control needs met, are trucks and equipment being operated safely
- Ensure Freon containing appliances are sorted and ready for Freon removal on site or separate transport for Freon removal before final disposal
- Should damages occur to utility components, driveways, road surfaces, private property, vehicles, etc. document the damage with photos if possible, collect information about owner, circumstances of the damage (who, what, when, where) and report to your supervisor
- Ensure the work area is clear of debris to the specified level before equipment moves to a new loading area
- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards; document and record measurements and computations
- Properly monitor and record performance and productivity of debris removal crew
- Remain in constant contact with debris management/dispatch center or supervisor
- Ensure that loads are contained properly before leaving the loading area
- Ensure only eligible debris is collected for loading and hauling
- Ensure only debris from approved public areas is loaded for removal

- Photographically document hazardous trees (leaners and hangers)
- Verify that all trucks leaving the site have been completely emptied of all debris from the trucks
- Perform other duties from time to time as directed by the debris management project manager or designated County debris management personnel.

3. SENIOR TECHNICIAN/FIELD SUPERVISOR – Consultant shall provide a Senior Technician/Field Supervisor to oversee debris monitoring activities in the field. Services include:

- Oversight and supervision of field activity
- Schedule monitoring resources and deployment timing
- Communication with County personnel
- Make suggestions to improve the efficiency of collection and removal of debris
- Coordinate daily activities and future planning
- Remain in contact with debris management/dispatch center or supervisor
- Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility
- Compile operational reports
- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards; document and record measurements and computations.

4. SUPERVISING MONITORS – Consultant shall provide supervising monitors to coordinate actions of field and TDMS monitors. A minimum of one DMS monitor is required per debris site.

Services include:

- Coordination of daily operations with Debris Management Consultants
- Coordination of logistics of the DMS to assure efficient traffic flow and proper handling of load tickets that record FEMA data (such as vehicle volume, type of waste, etc.).
- Observation of vehicles entering and exiting the DMS and make reasonable efforts to ensure that vehicles are in compliance with their truck certifications (e.g., side boards in place, full tailgate, etc.).
- Calibration of debris vehicle load determinations with the FEMA monitors (DMS monitors are expected to provide volume determination consistent with FEMA).
- Keeping accurate records of debris vehicles, cubic yard volume determinations, time in and out, number of loads per day and other data as requested by COUNTY.

- Coordinating with local, state and federal agencies as needed for DMS on issues such as notification, obtaining permits, determining reimbursement, etc.
- Providing preliminary assessment and documentation of DMS and assist in return of site to original conditions.
- Providing personnel to supervise the operation of DMS including monitoring incoming loads of debris, processing of debris and outgoing loads of processed debris.
- Conducting end of day activities, such as verifying completion of debris crew assignments, completing all record keeping, and assuring that all vehicles have left the DMS.
- Verification of debris eligibility, including photographic documentation of hazardous trees (leaners and hangers)
- Review damage reports
- Resolve complaints
- Compile all necessary reports.

5. DATA MANAGER – Consultant shall provide a data manager to oversee the processing of load ticket information, including QA/QC aspects that ensure documentation is maintained in accordance with all federal, state and local requirements. This may involve use of electronic monitoring equipment or other approached as approved by the County. The electronic Ticket Manager would oversee such data functions.

6. COST RECOVERY SPECIALIST – Consultant shall provide a cost recovery specialist to work hand-in-hand with County personnel, or their designee, to develop project worksheets for all Category A expenses and documentation.

7. GENERAL SERVICES TO BE PROVIDED BY THE MONITORING CONSULTANT:

a. Pre-event

The pre-event services performed by the Consultant may include:

- Debris Management Plan and Standard Operating Procedures updates
- Inter-agency cooperative exercises and training
- FEMA/FHWA guidance and policy Review TDMS
- Debris management Consultant bid preparation and review.

b. Post-event

The listed services performed by the Consultant must include:

- Contract administration
- Debris estimates
- Perform oversight for road clearance and debris loading by debris management Consultants
- Provide TDMS monitoring at various locations, including sites that handle materials from multiple Consultants and or monitoring firms
- Environmental assessment of TDMS
- Truck certification
- Quality assurance and quality control of all documentation pertaining to debris management monitoring
- Safety procedures are outlined and followed
- Assist the County in responding to public inquiries
- Provide technical advice to the County
- Be available to address questions from FEMA both during and after services have been performed
- Provide assistance with FEMA Category A expense worksheets and other submittals, audits, appeals and associated processes, as needed, until final file closeout regarding each individual disaster event
- Review and validate Debris Management Consultant(s) invoices prior to submission to the County for processing.

I. The Consultant shall provide appropriate staff to assist with damage complaints resulting from the debris removal. Complaints shall be tracked and forwarded to the project management team to be resolved with the debris Consultant(s). A weekly log of such complaints and their resolution shall be provided to the County's Project Manager.

J. OTHER RELATED SERVICES

1. Event Closure - The Consultant shall assist the County in preparing final reports necessary for reimbursement by FEMA and other applicable agencies for disaster recovery efforts by County staff and designated debris management Consultants. The Consultant shall assist in reviewing and processing requests for payment by the debris management Consultant(s).

2. Federal Funding - To ensure that processing of federal funding is acquired as quickly as possible, the following information and its accuracy is the responsibility of the awarded Consultant:

- Review/reconciliation of debris Consultant invoices and payment recommendation letter
- Monitoring and Collection information (reports, logs, etc.)

- Project Status Reports
- Completed Load tickets
- Photographs of Debris Collections
- Tipping Fee Receipts
- Consultant invoices
- Review of debris Consultant equipment hours of operation
- Vehicle certifications
- Start and end dates of the first debris removal pass and all subsequent passes
- Timesheets of all subcontractors to support debris monitoring invoices

3. Compliance - The Consultant shall provide professional oversight to monitor compliance with local, state and federal regulations. The Consultant shall stay current with FEMA policies and procedures and notify the County's Project Manager immediately as changes occur.

IV. DELIVERABLES – At a minimum, the following deliverables must be provided to the County at the completion of the event response effort. However, deliverables shall in no way be limited to the following list. At its sole discretion, the County may add and/or delete deliverables to meet the needs of the County, State, or FEMA. All deliverables will be submitted both electronically, in a format specified by the Contract Administrator and by hard copy on paper. The minimum deliverables to be provided include:

- a. A log of damages reported, damage corrections and releases for work by either the property owner of the County
- b. Original load tickets, boxed, bound by date and sorted by ticket number
- c. Electronic ticket logs including information from ticket
- d. Daily tower logs
- e. Daily logs with list of all personnel with signatures and initials
- f. Binder(s) with damage reports, completed repairs, and releases (if applicable)
- g. Binders with issues and final resolution
- h. Map books boxed by pass with daily logs
- i. List of tickets issued by monitors, and list of lost/voided tickets
- j. Each Ineligible debris pile will be tagged, in a format approved by the County, and a list compiled and submitted to the County
- k. Operational Reports shall be prepared by the Consultant and submitted to the County throughout the duration of the recovery operations. The reports shall document the Debris Management Consultant's activities and progress from the previous day and shall be submitted no later than 4 hours after the end of an operational period to the Contract Administrator or designee. Each report shall contain the following minimum information:
 - i. Correct and accurately completed load tickets consistent with all reporting documents
 - ii. The times of operation of all debris loading trucks
 - iii. Reports, maps and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion and daily cumulative cubic yards of debris removed, processed and

hauled.

l. A Final Report prepared by the Consultant and submitted to the Contract Administrator within thirty (30) days of completion of the recovery operations. (Recovery Operations include closure and remediation of TDMS and conclusions of all related operations.) At a minimum, this report will include a discussion of disaster response requirements and results and recommendations for future disaster responses.

V. PAYMENT MONITORING AND RECONCILIATION PROCESS:

The Consultant shall review, validate and reconcile debris management Consultant(s) invoices prior to submission to the County for processing. The Consultant shall conduct a meeting at the beginning of the debris management operation to fully explain the process to the County and debris Consultant(s) representatives. All invoices from the debris Consultant(s) shall be directed to the Consultant. Within seven (7) calendar days of receipt, the invoices shall be reviewed by the Consultant to be accepted or rejected. The Consultant shall issue in writing to the County and the debris Consultant, the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, the monitoring Consultant shall clearly state the reasons for rejection and work with the debris Consultant to resolve immediately. Billing invoices will be submitted weekly by end of week so that verification and reconciliation can be performed.

VI. PAYMENT FOR WORK:

Consultant shall be paid based on the hourly rates set out on the Hourly Rate Schedule attached hereto as Exhibit "A" and incorporated herein by reference.

Consultant must submit itemized invoices regularly and for no more than 30-day periods. County's Project Manager must approve all invoices payment.

B. Communication and Public Information:

During any disaster the Lumpkin County Emergency Management Director (EMA) will be responsible for dissemination of timely and accurate information to the media and the general public regarding the ongoing efforts of the local agencies in conducting debris removal operations. All debris removal activity should be coordinated through the Lumpkin County EMA, the Lumpkin County Road Department, and any other entity deemed appropriate by Lumpkin County.

C. Liability:

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

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

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

D. Insurance:

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

1. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount of not less than \$1,000,000.00 to protect the Consultant from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or sub-contractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the State of Georgia, or which may be hereinafter enacted.
2. The Consultant agrees to maintain Comprehensive General Liability insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the Consultant, its sub-contractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
3. The Consultant agrees to maintain Automobile Liability Insurance in an amount of not less than \$500,000 per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
4. The Consultant further agrees to protect, defend, indemnify, and hold harmless Lumpkin County, its commissioners, officers, agents, and employees from and against any and all liability incurred whatsoever as a result of the work performed pursuant to the terms of this Contract.
5. The Consultant shall notify the County, in writing, sixty (60) days prior to

any change in insurance coverage, including cancellation, non-renewal, etc. The Consultant shall furnish a new certificate prior to any change or cancellation date. The failure of the Consultant to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the County.

6. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Consultant fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the Owner shall have the absolute right to terminate the Contract without any further obligation to the Consultant. Further, the Consultant shall be responsible for the cost of procuring the uncompleted portion of the Contract at the time of termination.
7. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the County from supervising and/or inspecting the work as to the end result. The Consultant shall assume all on-the-job responsibilities as to the control of persons under its direct employment and of the sub Contractors and any persons employed by the sub Contractor.
8. The Consultant and all sub Contractors shall comply with the Occupational Safety and Health Act of 1970, and amendments, as it may apply to this Contract.
9. If the Consultant does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the County may be considered. The Consultant shall be responsible for the costs of any and all alternate insurance coverage so obtained.

E. Assignment of Contractual Rights and Subcontracting:

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

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

F. Indemnity:

To the fullest extent permitted by law, the Consultant will indemnify, defend, and hold Lumpkin County harmless from and against any and all claims, damages, losses, and expenses,

including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Consultant or anyone for whom the Consultant is responsible.

G. Documents Deemed Part of Contract:

Unless otherwise modified by this Contract, Lumpkin County's Request for Proposals issued September 18, 2019, and any addendums issued thereto, shall be deemed part of the contract. No documentation or information provided by the Consultant shall be deemed part of the contract unless expressly incorporated herein.

H. Severability:

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

I. Dispute Resolution:

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

J. Cancellation:

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

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

The County reserves the right to cancel the contract and discontinue the services with a thirty (30) day written notice as a result of the failure of the Consultant to provide acceptable

work and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

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

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

K. Safe Working Environment and Drug Free Workplace

Consultant shall provide a safe working environment.

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

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

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

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

L. Amendments or Modifications:

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

M. Notices:

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

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

Thompson Consulting Services, LLC
 Attn: Jon Hoyle, President
 1135 Townpark Avenue
 Lake Mary, Florida 32746

and to Lumpkin County at the following address:

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

N. Term of Contract:

This contract shall commence on April 19, 2022, and end on December 31, 2022. This contract may be renewed upon mutual agreement for one (1) additional one-year term.

Lumpkin County:

 Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

Attest:

 Melissa Z. Witcher, Lumpkin County Clerk

Consultant:

Thompson Consulting Services, LLC

 By: **Jon Hoyle**
 Title: **President**

Exhibit A

HOURLY RATE SCHEDULE

The hourly rates shall include all cost including applicable overhead and profit, overtime, lodging, meals, transportation, rentals, safety gear, telephone costs, cameras, GPS devices and other incidentals.

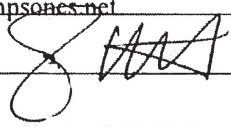
ITEM #	POSITIONS	HOURLY RATES	HOURS*	TOTAL
1.	Project Manager	\$ 67.00	40	\$ 2,680.00
2.	Data Manager	\$ 55.00	10	\$ 550.00
3.	Cost Recovery Specialist	\$ 95.00	4	\$ 380.00
4.	Field Supervisors	\$ 49.00	70	\$ 3,430.00
5.	Fixed Site Monitors	\$ 35.00	67	\$ 4,900.00
6.	Environmental Specialist	\$ 62.00	8	\$ 496.00
7.	GIS Specialist	\$ 55.00	10	\$ 550.00
8.	Supervising Monitors	\$ *NR	-	\$ -
9.	Billing/Invoice Analysts	\$ 45.00	4	\$ 180.00
10	Administrative Assistants	\$ 28.00	40	\$ 1,120.00
11.	Field Monitors	\$ 35.00	350	\$ 12,250.00
TOTAL (Items 1-11)				\$ 26,536.00

***-Provide an estimate of weekly hours for each position. Assume 1 TDMS and 5 debris removal contractor trucks.** These hours are not intended to represent the actual contract amount but are an estimated representation of a typical work week. The actual contract value will be negotiated with the successful proposing agency prior to issuance of the notice to proceed for each event.

NAME OF BUSINESS: Thompson Consulting Services, LLC

CONTACT PERSON: Jon Hoyle

EMAIL ADDRESS: jhoyle@thompsoncs.net

AUTHORIZED SIGNATURE: 

*Positions marked as NR will not be required. Field Supervision will be performed by the Field Supervisor position.



Lumpkin County, Georgia

Public Works Department

Date:	April 5, 2022
Agenda Item:	Disaster Debris Monitoring Contract - Goodwyn Mills Cawood, LLC
Item Description:	Disaster Debris Monitoring Contract Goodwyn Mills Cawood, LLC. Extend contract with Goodwyn Mills Cawood, LLC for an additional year.
Facts & Historical Information:	During the clean-up for Hurricane Irma it was determined that it took at a minimum 6 road department staff members to monitor the debris clean-up. This cut the staff that was available to do road maintenance for nearly 6 months. It was determined that this work should be contracted out and FEMA would pay for up to 85% of the cost. Staff released a R.F.Q., received 4 proposals and awarded 2 contracts for debris monitoring in 2019. The contracts have an option to extend for an additional 3 years. In 2021 the contract was extended for 1 year to December 31, 2021. This request is to extend the contract for a second time.
Potential Courses Of Action:	A) Extend the contract for an additional year ending December 31, 2022 B) Do not extend the contract and rebid. C) Do not extend the contract and do debris monitoring in house.
Budget Impact:	There will be no impact on the budget unless there is a declared disaster and the contractor is issued a notice to proceed. If that happens, FEMA will reimburse the county for up to 85% of the costs.
Staff Recommendation:	The recommendation of staff is COA A., extend the contracts to December 31, 2022.
Attachments:	Disaster Debris Monitoring Contract - GMC 2022 Final Goodwyn Mills Cawood exhibit a

**RENEWAL OF CONTRACT
FOR
DISASTER DEBRIS MONITORING
PROJECT # 2019-003**

This agreement is made and entered into as of the 19th day of April, 2022, between **Lumpkin County Board of Commissioners**, hereinafter referred to as “Lumpkin County”, a political subdivision of the State of Georgia, and **Goodwyn Mills Cawood, LLC**, an Alabama limited liability company authorized to transact business in the State of Georgia.

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

A. Scope of Work and Payment:

I. ACTIVATION – When a major disaster occurs or is imminent, the County may contact the Consultant to advise them of the intent to activate this contract.

Upon activation of this contract, Consultant will oversee the debris removal and monitoring processes utilizing the following rules and regulations as guidance:

- The Stafford Act, Section 407
 - The Stafford Act, Section 406
 - 44 CFR § 206.224
 - FEMA Public Assistance Program and Policy Guide (FP-104-009-2/January 2018)
- Monitoring Services will generally be limited to monitoring of debris in, upon, or brought to public roads, rights-of-way, and other public sites.

II. MOBILIZATION – The Consultant shall have a maximum of 48 hours from notification by the County to mobilize and begin their response. Notification may be made in writing via email and via telephone. Failure to mobilize in the allowed time may result in the selection and activation of another Consultant.

The Consultant will be responsible for determining the method and manner of Monitoring Services and lawful disposal operations. Disposal of debris will be at the approved temporary debris management site(s) or landfill site(s). The Consultant will be responsible for overseeing the lawful disposal of all debris and debris reduction by-products generated at all debris management sites.

The Consultant will, at no cost to the County:

- Provide County full-time personnel with a half-day debris management training session. Training program must, at a minimum, meet the training requirement for debris monitors as outlined by current FEMA debris management guidance.

- Provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include cell phone numbers and e-mail addresses.
- The scope of services to be provided includes Debris Monitoring and Administration, Debris Assessment, Collection Monitoring/Logs, Load Ticket Processing and Reconciliation, DMS monitoring, Debris Vehicle and Equipment Certification, Damage Complaint Tracking, Issue Log Tracking, Data Compilation and Reporting, Debris Consultant Payment Monitoring and Reconciliation Processing, Category A and B Public Assistance Support, Reporting and Coordinating with the County's Project Manager, and other related services as outlined herein, and as directed by the County.

III. DEBRIS MONITORING AND ADMINISTRATION

A. The Consultant will provide debris monitors and debris monitoring services to assist the County with monitoring the operations of the disaster debris removal and disposal Consultant(s). The debris monitoring services to be provided are debris Consultant compliance monitoring and oversight, not professional engineering services. The County will provide a Project Manager to work directly with the Debris Collection Contractor and the Consultant. The County will provide debris management site(s) (DMS) for disposal of the storm debris.

B. The County shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the County. The Consultant shall appoint a qualified and experienced Project Manager for overall coordination and communication with the County. The Consultant's Project Manager shall remain on the job and available to the County at all times during the operational phases of the debris collection and disposal project. Consultant shall supply sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites or final disposal sites. Consultant shall remove and replace employees immediately upon notice from the County Debris Project Manager for conduct or actions not in keeping with the Agreement.

C. Examples of project management and administrative responsibilities include but are not limited to:

- Coordinate daily briefings with key operational staff, County staff and debris management Consultant(s) to review, formulate and update debris assessment and removal operations and strategies. Schedule, manage and conduct periodic meetings with field staff and Consultants. Meetings shall be scheduled so that they will not impede, hinder nor delay the debris management Consultant(s) and the debris management operation.
- Provide a daily report of debris Consultant crew assignments, working locations, number of trucks assigned, total loads, cubic yards collected by debris type, an updated map of streets where debris is collected, and other key operational statistics to the County's Project Manager or designee.

- Coordinate daily scheduling, dispatching and logistical operations of the field collection monitors. Hire, train, deploy and supervise all field collection monitors and staff.
- Conduct debris surveys and perform debris estimation by debris types as requested by the County.
- Maintain accurate records of all debris collection vehicles, including the measurements of the inside of the useable bed space, photographs, license information, vehicle identification decal issuance and regular monitoring for vehicle modifications.
- Track and coordinate responses to problems identified in the field, citizen complaints related to debris removal, including commercial and/or residential property damage claims as a result of debris removal.
- Make all reasonable efforts to ensure that DMS have access control and security.
- Make all reasonable efforts to ensure the field collection monitors are accurately recording the roads and locations where debris was collected.
- Schedule work for all team members and sub-Consultants on a daily basis.
- Conduct inspections on a regular, predetermined and random basis. Make all reasonable efforts to ensure the appropriate frequency of oversight is performed for all work crews, vehicles and locations.
- Monitor the debris removal Consultant(s) and DMS(s) for compliance with their contract with the County.
- Provide training to County staff in essential debris management and collection functions to ensure appropriate and responsive interface with disaster debris collection Consultant(s), County, state and federal agencies.
- Develop forms, databases, etc. for tracking field activities, and submitting invoices for reimbursement, etc.
- Daily personnel tracking sheets (field reports) shall be maintained for all Consultant personnel assigned to the project.
- Set up schedules for monitors each day and coordinate cleanup crew assignments. Survey and maintain list of areas with special needs, including but not limited to, hazardous stumps, trees, hangers/leaners, debris types, and other potential problems.
- Prepare daily and periodic tracking reports to support debris removal, DMS operations and final debris disposal for audit purposes. Maintain a database of debris managed, costs

incurred and reconcile debris collection and Consultant invoices.

- Compile records and assist the County with the preparation of required forms for reimbursement.

D. In order to obtain maximum reimbursement, all debris loads shall be monitored in the field by collection monitors to assure debris eligibility. The Consultant shall provide fully trained collection monitors to assure proper and compliant documentation protocols are instituted and followed. The Consultant shall provide a field quality control team consisting of one field collection monitor per debris removal crew and at least one field supervisor for every five monitors unless otherwise approved by the County. This team will monitor the debris Consultants for contract compliance, efficiency and regulatory compliance. The team shall provide daily feedback to the County through their Project Manager. All field team members shall be equipped with the state-of-the-art technology, which shall include cameras, computers, communication devices with GPS, and other equipment as deemed necessary and/or appropriate.

E. The Consultant will establish a Quality Control Program. Examples of collection monitoring quality control tasks include, but are not limited to, the following:

- Verifying that all debris picked up is a direct result of the disaster.
- Accurately recording the addresses, streets and locations where debris was collected.
- Verifying that the debris collection Consultant(s) are working in their assigned collection areas and roads.
- Consultant shall stop work in progress immediately for improper monitoring documentation or work not being performed in the approved manner. The Consultant shall immediately notify the County's Project Manager to review matter and provide final resolution.
- Inspecting work in progress to assure that removal efforts include debris of the proper type in the proper areas.
- Assuring compliance with County contracts by all debris Consultants and debris subcontractors. Identifying eligible stumps, hangers and leaners. Coordinating with the County and federal/state representatives for eligibility determination and assure documentation (forms, photos, etc) are completed for reimbursement purposes as may be required by FEMA.
- Making all reasonable efforts to ensure that its employees and its subcontractor(s) are working in compliance with all federal, state, local safety regulations appropriate for the task being performed.
- Coordinating with the County to respond to problems in the field, such as property damage

complaints, debris crew issues, other customer complaints, etc. The Consultant shall maintain a detailed database of customer complaints and resolutions. Property damage complaints must be tracked using a GIS.

- Consultant has no authority to exercise any control over the debris Consultant or their subcontractors, the County or any other entity in connection with any health or safety precautions. Consultant shall have no responsibility for, advice on, or to issue directions regarding or assume control over safety precautions and programs in connection with the services performed by debris removal Consultant or their subcontractors or any other entity except to the extent relating to Consultant's employees.

F. DEBRIS VEHICLE & EQUIPMENT CERTIFICATION - All debris hauling vehicles and equipment shall be measured and certified prior to performing debris removal. The Consultant shall complete a certification on each vehicle deemed appropriate for collection. In addition to completing vehicle certification forms, photographs must be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications, including photographs, shall be retained by the Consultant on behalf of the County and provided to the County upon their request or project completion. Additional copies shall be provided to the debris removal Consultant and the vehicle driver. Once these vehicles are certified, random verifications shall be performed at each DMS to assure that no vehicle modifications have been made and to confirm data accuracy. The Consultant shall measure the volume to the nearest cubic yard of usable space for each debris collection vehicle. The Consultant shall complete the County Vehicle Certification Form provided for each vehicle. The original Vehicle Certification Form shall be delivered to the County Project Manager or designee. The County Vehicle Certification Form will have the following information:

- Vehicle make, model
- Length
- Width
- Height
- Volume in cubic yards
- Tag number of vehicles
- VIN number of vehicles
- Vehicle type
- Driver of vehicle name
- Sub-Consultant representative name
- Certification monitor name certifying vehicle
- Date
- Vehicle certification number

When a certification monitor signs a vehicle certification, he/she is certifying that to the best of his/her knowledge and belief, the information is complete and correct. The certification monitor shall not sign or accept any partially completed information. The Consultant's Project Manager or designee shall review all truck certification forms with the debris

Consultant to assure completeness and accuracy of each form before forwarding to the County's Project Manager or designee.

G. The Consultant shall provide the County's Project Manager and the debris Consultant(s) with daily Disaster Debris Status Reports. Each daily report shall contain the following:

- Overview of daily activities including status of damage complaints
- Cumulative debris totals by debris site
- Cumulative debris totals by day
- Summary of monthly debris removal efforts (cumulative and by debris site)
- Summary of mulch removal efforts (cumulative and by debris site)
- Summary of mixed/construction & demolition removal efforts (cumulative and by debris site)
- Stump volume by site
- DMS status
- Labor force report
- Debris site processing equipment summary

This reporting is due no later than 12:00 noon the following business day or as requested by the County.

H. The Consultant will provide Fixed Site Debris Monitors and Field Debris Monitors and Debris Monitoring Supervision and Management to assist the County with removal services related to natural disaster(s). The services to be provided are contract compliance supervision and inspection, not professional engineering services. At a minimum, the Consultant will provide qualified people who can perform the following roles:

1. FIXED SITE DEBRIS MONITORS – Consultant shall provide personnel to oversee the inspection of the disposal or unloading sites by providing the monitoring, verification of load capacity, and documentation at designated temporary disposal sites.

Services include:

- Provide disposal site monitors and inspectors personnel
- Complete record of contract haulers' cubic yardage and other record keeping as may be needed on the provided load ticket
- Initial each load ticket before permitting truck to proceed from the check-in area to the tipping area
- Remain in contact with debris management/dispatch center or supervisor
- Perform other duties as directed by the dispatch/staging operation, debris management project manager, or designated County personnel

- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards; document and record measurements and computations.

2. FIELD DEBRIS MONITORS – Consultant shall provide roving on-site, street-level work area inspections of debris cleanup and collection.

Services include:

- Provide loading site (field) monitors to inspect and control debris collection utilizing manifest load tickets
- Provide field monitor personnel at designated areas to check and verify information on debris removal
- Monitor collection activity of trucks
- Issue manifest load tickets at loading site for each load
- Check the area for safety considerations such as – downed power lines, are traffic control needs met, are trucks and equipment being operated safely
- Ensure Freon containing appliances are sorted and ready for Freon removal on site or separate transport for Freon removal before final disposal
- Should damages occur to utility components, driveways, road surfaces, private property, vehicles, etc. document the damage with photos if possible, collect information about owner, circumstances of the damage (who, what, when, where) and report to your supervisor
- Ensure the work area is clear of debris to the specified level before equipment moves to a new loading area
- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards; document and record measurements and computations
- Properly monitor and record performance and productivity of debris removal crew
- Remain in constant contact with debris management/dispatch center or supervisor
- Ensure that loads are contained properly before leaving the loading area
- Ensure only eligible debris is collected for loading and hauling
- Ensure only debris from approved public areas is loaded for removal

- Photographically document hazardous trees (leaners and hangers)
- Verify that all trucks leaving the site have been completely emptied of all debris from the trucks
- Perform other duties from time to time as directed by the debris management project manager or designated County debris management personnel.

3. SENIOR TECHNICIAN/FIELD SUPERVISOR – Consultant shall provide a Senior Technician/Field Supervisor to oversee debris monitoring activities in the field. Services include:

- Oversight and supervision of field activity
- Schedule monitoring resources and deployment timing
- Communication with County personnel
- Make suggestions to improve the efficiency of collection and removal of debris
- Coordinate daily activities and future planning
- Remain in contact with debris management/dispatch center or supervisor
- Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility
- Compile operational reports
- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards; document and record measurements and computations.

4. SUPERVISING MONITORS – Consultant shall provide supervising monitors to coordinate actions of field and TDMS monitors. A minimum of one DMS monitor is required per debris site.

Services include:

- Coordination of daily operations with Debris Management Consultants
- Coordination of logistics of the DMS to assure efficient traffic flow and proper handling of load tickets that record FEMA data (such as vehicle volume, type of waste, etc.).
- Observation of vehicles entering and exiting the DMS and make reasonable efforts to ensure that vehicles are in compliance with their truck certifications (e.g., side boards in place, full tailgate, etc.).
- Calibration of debris vehicle load determinations with the FEMA monitors (DMS monitors are expected to provide volume determination consistent with FEMA).
- Keeping accurate records of debris vehicles, cubic yard volume determinations, time in and out, number of loads per day and other data as requested by COUNTY.

- Coordinating with local, state and federal agencies as needed for DMS on issues such as notification, obtaining permits, determining reimbursement, etc.
- Providing preliminary assessment and documentation of DMS and assist in return of site to original conditions.
- Providing personnel to supervise the operation of DMS including monitoring incoming loads of debris, processing of debris and outgoing loads of processed debris.
- Conducting end of day activities, such as verifying completion of debris crew assignments, completing all record keeping, and assuring that all vehicles have left the DMS.
- Verification of debris eligibility, including photographic documentation of hazardous trees (leaners and hangers)
- Review damage reports
- Resolve complaints
- Compile all necessary reports.

5. DATA MANAGER – Consultant shall provide a data manager to oversee the processing of load ticket information, including QA/QC aspects that ensure documentation is maintained in accordance with all federal, state and local requirements. This may involve use of electronic monitoring equipment or other approached as approved by the County. The electronic Ticket Manager would oversee such data functions.

6. COST RECOVERY SPECIALIST – Consultant shall provide a cost recovery specialist to work hand-in-hand with County personnel, or their designee, to develop project worksheets for all Category A expenses and documentation.

7. GENERAL SERVICES TO BE PROVIDED BY THE MONITORING CONSULTANT:

a. Pre-event

The pre-event services performed by the Consultant may include:

- Debris Management Plan and Standard Operating Procedures updates
- Inter-agency cooperative exercises and training
- FEMA/FHWA guidance and policy Review TDMS
- Debris management Consultant bid preparation and review.

b. Post-event

The listed services performed by the Consultant must include:

- Contract administration
- Debris estimates
- Perform oversight for road clearance and debris loading by debris management Consultants
- Provide TDMS monitoring at various locations, including sites that handle materials from multiple Consultants and or monitoring firms
- Environmental assessment of TDMS
- Truck certification
- Quality assurance and quality control of all documentation pertaining to debris management monitoring
- Safety procedures are outlined and followed
- Assist the County in responding to public inquiries
- Provide technical advice to the County
- Be available to address questions from FEMA both during and after services have been performed
- Provide assistance with FEMA Category A expense worksheets and other submittals, audits, appeals and associated processes, as needed, until final file closeout regarding each individual disaster event
- Review and validate Debris Management Consultant(s) invoices prior to submission to the County for processing.

I. The Consultant shall provide appropriate staff to assist with damage complaints resulting from the debris removal. Complaints shall be tracked and forwarded to the project management team to be resolved with the debris Consultant(s). A weekly log of such complaints and their resolution shall be provided to the County's Project Manager.

J. OTHER RELATED SERVICES

1. Event Closure - The Consultant shall assist the County in preparing final reports necessary for reimbursement by FEMA and other applicable agencies for disaster recovery efforts by County staff and designated debris management Consultants. The Consultant shall assist in reviewing and processing requests for payment by the debris management Consultant(s).

2. Federal Funding - To ensure that processing of federal funding is acquired as quickly as possible, the following information and its accuracy is the responsibility of the awarded Consultant:

- Review/reconciliation of debris Consultant invoices and payment recommendation letter
- Monitoring and Collection information (reports, logs, etc.)

- Project Status Reports
- Completed Load tickets
- Photographs of Debris Collections
- Tipping Fee Receipts
- Consultant invoices
- Review of debris Consultant equipment hours of operation
- Vehicle certifications
- Start and end dates of the first debris removal pass and all subsequent passes
- Timesheets of all subcontractors to support debris monitoring invoices

3. Compliance - The Consultant shall provide professional oversight to monitor compliance with local, state and federal regulations. The Consultant shall stay current with FEMA policies and procedures and notify the County's Project Manager immediately as changes occur.

IV. DELIVERABLES – At a minimum, the following deliverables must be provided to the County at the completion of the event response effort. However, deliverables shall in no way be limited to the following list. At its sole discretion, the County may add and/or delete deliverables to meet the needs of the County, State, or FEMA. All deliverables will be submitted both electronically, in a format specified by the Contract Administrator and by hard copy on paper. The minimum deliverables to be provided include:

- a. A log of damages reported, damage corrections and releases for work by either the property owner of the County
- b. Original load tickets, boxed, bound by date and sorted by ticket number
- c. Electronic ticket logs including information from ticket
- d. Daily tower logs
- e. Daily logs with list of all personnel with signatures and initials
- f. Binder(s) with damage reports, completed repairs, and releases (if applicable)
- g. Binders with issues and final resolution
- h. Map books boxed by pass with daily logs
- i. List of tickets issued by monitors, and list of lost/voided tickets
- j. Each Ineligible debris pile will be tagged, in a format approved by the County, and a list compiled and submitted to the County
- k. Operational Reports shall be prepared by the Consultant and submitted to the County throughout the duration of the recovery operations. The reports shall document the Debris Management Consultant's activities and progress from the previous day and shall be submitted no later than 4 hours after the end of an operational period to the Contract Administrator or designee. Each report shall contain the following minimum information:
 - i. Correct and accurately completed load tickets consistent with all reporting documents
 - ii. The times of operation of all debris loading trucks
 - iii. Reports, maps and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion and daily cumulative cubic yards of debris removed, processed and

hauled.

l. A Final Report prepared by the Consultant and submitted to the Contract Administrator within thirty (30) days of completion of the recovery operations. (Recovery Operations include closure and remediation of TDMS and conclusions of all related operations.) At a minimum, this report will include a discussion of disaster response requirements and results and recommendations for future disaster responses.

V. PAYMENT MONITORING AND RECONCILIATION PROCESS:

The Consultant shall review, validate and reconcile debris management Consultant(s) invoices prior to submission to the County for processing. The Consultant shall conduct a meeting at the beginning of the debris management operation to fully explain the process to the County and debris Consultant(s) representatives. All invoices from the debris Consultant(s) shall be directed to the Consultant. Within seven (7) calendar days of receipt, the invoices shall be reviewed by the Consultant to be accepted or rejected. The Consultant shall issue in writing to the County and the debris Consultant, the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, the monitoring Consultant shall clearly state the reasons for rejection and work with the debris Consultant to resolve immediately. Billing invoices will be submitted weekly by end of week so that verification and reconciliation can be performed.

VI. PAYMENT FOR WORK:

Consultant shall be paid based on the hourly rates set out on the Hourly Rate Schedule attached hereto as Exhibit "A" and incorporated herein by reference.

Consultant must submit itemized invoices regularly and for no more than 30-day periods. County's Project Manager must approve all invoices payment.

B. Communication and Public Information:

During any disaster the Lumpkin County Emergency Management Director (EMA) will be responsible for dissemination of timely and accurate information to the media and the general public regarding the ongoing efforts of the local agencies in conducting debris removal operations. All debris removal activity should be coordinated through the Lumpkin County EMA, the Lumpkin County Road Department, and any other entity deemed appropriate by Lumpkin County.

C. Liability:

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

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

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

D. Insurance:

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

1. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount of not less than \$1,000,000.00 to protect the Consultant from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or sub-contractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the State of Georgia, or which may be hereinafter enacted.
2. The Consultant agrees to maintain Comprehensive General Liability insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the Consultant, its sub-contractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
3. The Consultant agrees to maintain Automobile Liability Insurance in an amount of not less than \$500,000 per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
4. The Consultant further agrees to protect, defend, indemnify, and hold harmless Lumpkin County, its commissioners, officers, agents, and

employees from and against any and all liability incurred whatsoever as a result of the work performed pursuant to the terms of this Contract.

5. The Consultant shall notify the County, in writing, sixty (60) days prior to any change in insurance coverage, including cancellation, non-renewal, etc. The Consultant shall furnish a new certificate prior to any change or cancellation date. The failure of the Consultant to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the County.
6. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Consultant fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the Owner shall have the absolute right to terminate the Contract without any further obligation to the Consultant. Further, the Consultant shall be responsible for the cost of procuring the uncompleted portion of the Contract at the time of termination.
7. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the County from supervising and/or inspecting the work as to the end result. The Consultant shall assume all on-the-job responsibilities as to the control of persons under its direct employment and of the sub Contractors and any persons employed by the sub Contractor.
8. The Consultant and all sub Contractors shall comply with the Occupational Safety and Health Act of 1970, and amendments, as it may apply to this Contract.
9. If the Consultant does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the County may be considered. The Consultant shall be responsible for the costs of any and all alternate insurance coverage so obtained.

E. Assignment of Contractual Rights and Subcontracting:

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

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

F. Indemnity:

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

G. Documents Deemed Part of Contract:

Unless otherwise modified by this Contract, Lumpkin County's Request for Proposals issued September 18, 2019, and any addendums issued thereto, shall be deemed part of the contract. No documentation or information provided by the Consultant shall be deemed part of the contract unless expressly incorporated herein.

H. Severability:

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

I. Dispute Resolution:

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

J. Cancellation:

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

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

The County reserves the right to cancel the contract and discontinue the services with a thirty (30) day written notice as a result of the failure of the Consultant to provide acceptable work and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

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

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

K. Safe Working Environment and Drug Free Workplace

Consultant shall provide a safe working environment.

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

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

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

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

L. Amendments or Modifications:

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

M. Notices:

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

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

Goodwyn Mills Cawood, LLC
 Attn: Robert Ramsey, Executive Vice President
 6120 Powers Ferry Rd SW, Ste 350
 Atlanta, Georgia 30339

and to Lumpkin County at the following address:

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

N. Term of Contract:

This contract shall commence on April 19, 2022, and end on December 31, 2022. This contract may be renewed upon mutual agreement for one (1) additional one-year term.

Lumpkin County:**Consultant:**

Goodwyn Mills Cawood, LLC

 Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

 By: Robert Ramsey
 Title: Executive Vice President

Attest:

 Melissa Z. Witcher, Lumpkin County Clerk

HOURLY RATE SCHEDULE

The hourly rates shall include all cost including applicable overhead and profit, overtime, lodging, meals, transportation, rentals, safety gear, telephone costs, cameras, GPS devices and other incidentals.

ITEM #	POSITIONS	HOURLY RATES	HOURS*	TOTAL
1.	Project Manager	\$ 85.00	65	\$ 5,525
2.	Data Manager	\$ *	*	\$ N/A
3.	Cost Recovery Specialist	\$ 125	5	\$ 625
4.	Field Supervisors	\$ 55.00	60	\$ 3,300
5.	Fixed Site Monitors	\$ 32.00	60	\$ 1,920
6.	Environmental Specialist	\$ 100.00	5	\$ 500
7.	GIS Specialist	\$ *	*	\$ N/A
8.	Supervising Monitors	\$ 32.00	60	\$ 1,920
9.	Billing/Invoice Analysts	\$ 55.00	20	\$ 1,100
10	Administrative Assistants	\$ 32.00	40	\$ 1,280
11.	Field Monitors	\$ 32.00	150	\$ 4,800
TOTAL (Items 1-11)				\$ 20,970

***-Provide an estimate of weekly hours for each position. Assume 1 TDMS and 5 debris removal contractor trucks.** These hours are not intended to represent the actual contract amount but are an estimated representation of a typical work week. The actual contract value will be negotiated with the successful proposing agency prior to issuance of the notice to proceed for each event.

NAME OF BUSINESS: Goodwyn, Mills and Cawood, Inc.

CONTACT PERSON: Robert Ramsey

EMAIL ADDRESS: robert.ramsey@gmcnetwork.com

AUTHORIZED SIGNATURE: Robert Ramsey

* indicates roles that are covered by other positions.



Lumpkin County, Georgia

Senior Center Department

Date:	April 5, 2022
Agenda Item:	Deanna, Inc. DHS Coordinated Transportation SFY2022 – Congregate Transportation
Item Description:	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.
Facts & Historical Information:	Until June 30, 2013, Legacy Link, Inc. provided federal and state funds to Lumpkin County to enable the Senior Center to operate a vehicle for transporting seniors to and from the center for the congregate nutrition and activity programs. Additionally, these funds allowed for taking congregate participants on off-site trips, to shopping, errands and medical appointments. Effective July 1, 2013, the Georgia Department of Human Services (GADHS) began funding congregate transportation with funds designated for Coordinated Transportation. For SFY 2022, Deanna Specialty Transportation, Inc. is the winning bidder selected by GADHS to administer funds and ensure that Lumpkin County Senior Center is in compliance with vehicle standards and safe operation in accordance with GADHS policies.
NOTE:	<u>Explanation of timing of this contract:</u> This contract covers the period of July 1, 2021 to June 30, 2022. The contract was originally received by the Senior Center the 2nd week of October, 2021. Since then, the contract has been sent back three times to Deanna Specialty Transportation, Inc. to correct errors. This final contract was received mid-March, 2022, and too late to get it on the March agenda. <u>Finance is receiving monthly reimbursement payments in a timely manner.</u>
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, Lumpkin County congregate transportation service will continue to be provided to Senior Center Congregate Clients for the period July 1, 2021 through June 30, 2022. If Course B is chosen, Lumpkin County risks losing some or all of its funding for the current cycle (the current funding cycle began on July 1, 2021).

Budget Impact: There will be no impact to the budget. Revenue funds were included in the County budget for FY2021 and FY2022.

Staff Recommendation: It is recommended that Course A be chosen - Submit an approved and signed contract to Deanna Specialty Transportation, Inc. Funds to provide congregate transportation are necessary for many citizens who would otherwise have no alternative transportation to attend the Senior Center.

Attachments:

Contract Lumpkin County BOC - Deanna Specialty Transportation, Inc. SFY 2022

AGREEMENT

for Department of Human Services (DHS) Coordinated Transportation Services

AGREEMENT BETWEEN:

Lumpkin County Georgia, a political subdivision of the State of Georgia acting by and through its governing authority, the **Lumpkin** County Senior Center; hereinafter referred to as Contractor; and Deanna Specialty Transportation, a Georgia corporation; hereinafter referred to as the Deanna Specialty Transportation Inc, agree:

This Agreement has an effective beginning date of the 1st day of July 2021 shall terminate on the 30th day of June 2022 unless terminated earlier under other provisions of this Agreement.

WITNESSETH:

WHEREAS, the Deanna Specialty Transportation, Inc. has a need for, and desires to purchase transportation services for eligible DHS consumers as needed;

AND

WHEREAS, the Contractor has represented to the Deanna Specialty Transportation, Inc it is available to provide transportation services for the described population;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto to abide by the conditions set forth in the remainder of this Agreement.

1. Purpose:

The purpose of this Agreement is to provide transportation services to eligible DHS consumers.

2. Agreement Term:

The term of this agreement shall be from July 1, 2021 through June 30, 2022 unless terminated earlier in accordance with this Agreement.

3. Services to Be Provided:

- a) The Contractor is solely engaging to provide congregate (senior) meal Transportation for seniors receiving services at the **Lumpkin County Senior Center**. Transportation services provided will be to and from the **Senior Center**. Any Other services performed by the Contractor are outside the scope of this Agreement. Contractor agrees to provide sufficient personnel and vehicles, as necessary, to render transportation services for the Lumpkin County Senior Center's seniors per GAGHS policies and procedures.
- b) The parties expect that authorized DHS Human Service Contractors will notify the Regional Transportation Office, Region 9, as to which consumers are eligible. This notification is done

via a completed client registration and trip order entered on the TRIP\$ System. Contractor shall deliver transportation services to individuals registered with the Regional Transportation Office TRIP\$ System in accordance to regulations administered by the Georgia Department of Human Services.

- c) Contractor shall be solely responsible for the maintenance of the vehicles and shall maintain said vehicles in accordance with the vehicle standards established by the Georgia Department of Human Services to ensure safe operation and to comply with all federal, state and local laws and codes and/or required inspections. Contractor will be responsible for providing vehicle insurance on those vehicles owned by the Contractor. Contractor shall be responsible for purchasing new vehicles to replace those that are not repairable or those that do not comply with DHS safety requirements.
- d) Drivers shall comply with regulations set forth by the Georgia Department of Public Safety and the Georgia Department of Human Services. Drivers shall possess such licenses and permits as required by law.
- e) Contractor agrees to provide the Deanna Specialty Transportation, Inc certification/proof of workers' compensation insurance coverage on all Contractor's employees, upon request of the Deanna Specialty Transportation, Inc.

4. Training:

Drivers and dispatchers employed by Contractor shall undergo such training as required by the Georgia Department of Human Services including on the subject of client rights and confidentiality; accessibility; drug free workplace; sexual harassment; CPR/First-aid; Defensive Driving; and Universal Precautions for STD's, HIV/Aids and Infectious Disease. Drivers will also be trained in use of all auxiliary equipment including radios, fire extinguishers, and wheelchair lifts.

5. Drug and Alcohol Testing:

Contractor shall be responsible for complying with all requirements of the Federal Transit Administration regarding the testing of safety-sensitive employees for drug and alcohol use. The cost of compliance will be the sole responsibility of Contractor.

6. Information:

The Contractor agrees to make vehicles, vehicle files, and driver files available for DHS site visits, to the extent permitted by law. Contractor agrees to provide information and reports as requested by the Regional Transportation Coordinator.

7. Monitoring and Inspection

The Deanna Specialty Transportation, Inc and Regional Transportation Office/DHS may review trip documents, logs, driver logs, vehicle maintenance records, driver qualification records and may inspect vehicles. Contractor will cooperate with The Deanna Specialty Transportation, Inc and Regional Transportation Office/DHS in making these and other documents and vehicles available to the extent permitted by law.

8. Payment:

The Deanna Specialty Transportation, Inc agrees to remit payment for approved transportation services rendered by Contractor when Deanna Specialty Transportation, Inc receives reimbursement from the Georgia Department of Human Services of 10 days of receiving payment.

9. Fee Schedule:

Each trip will be billed at the following rates: Aging \$6.50 per trip Hourly \$35.00

Total Budget \$52000.00

10. Invoicing:

- a) The Contractor shall invoice using TRIP\$ on a per client/per trip basis. Invoicing will be completed by the eighth of the month following the activity.
- b) Contractor shall provide the Deanna Specialty Transportation, Inc with completed billing summaries which will include the name of each client transported, the date transported, trip type and the number of approved trips provided. This can include the TRIP\$ Invoice Backup Report and/or Invoice Summary Report. Contractor shall provide said billing summary on a monthly basis no later than the Third day of the month following the activity.

11. Termination Without Cause:

Either party may terminate this agreement without cause upon sixty (60) days written notice to the other party. Upon such termination without cause, Contractor shall be entitled to payment, in accordance with Agreement provisions, for services rendered up to the termination date. Contractor shall be obligated to continue performance of contract services, in accordance with this Agreement, until the termination date.

12. Amendments

Any change, alteration, deletion, or addition to the terms set forth in this agreement must be in the form of a written amendment signed by both parties.

13. Compliance With Law:

Contractor shall perform all services required by this contract in accordance with all applicable federal, state and local laws and regulations. Contractor shall use only licensed personnel to perform work required by law or regulation to be performed by such personnel.

14. Equal Opportunity:

During the performance of this contract, Contractor agrees that it will, in good faith, afford equal opportunity required by applicable federal, state, or local law to all employees and applicants for employment without regard to race, color, religion, sex, age, disability or national origin.

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the

parties agree that, during performance of this Agreement, they will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability.

15. Non Availability of Funds:

This Agreement is subject to the condition that funds be made available by the Congress of the United States, by the General Assembly of Georgia, or other sources, and by the proper budget authority for carrying out the functions which this Agreement implements. If Deanna Specialty Transportation, Inc becomes aware of funding issues jeopardizing its ability to reimburse Contractor, it shall immediately provide notice of same to Contractor.

16. Force Majeure:

Each party will be excused from performance under this contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by any cause beyond their reasonable control, an act of God, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this contract nor a basis for termination for cause.

17. Entire Agreement:

This Agreement constitutes the complete agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both parties with appropriate authorization.

18. Applicable Law:

If any action at law or in equity is brought to enforce or interpret the provision of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.

19. Severability:

Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible.

20. Waiver of Agreement:

No failure by either party to enforce any right or power granted under this Agreement, or to insist upon strict compliance with this Agreement, and no custom or practice of the parties at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the parties' right to demand exact and strict compliance with the terms and conditions of this Agreement.

21. No Third Party Rights:

This Agreement shall be exclusively for the benefit of the parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

22. Sovereign Immunity:

Nothing contained in this Agreement shall be construed to be a waiver of the Contractor's sovereign immunity or any individual's qualified good faith or official immunities.

23. Notices:

All notices, requests, demands writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the parties at the address given below, or to a substitute address previously furnished to the other party by written notice in accordance herewith:

Contractor's Address for Official Correspondence

Lumpkin County Board of Commissioners
99 Court House Hill
Dalongea, Georgia 30533
Contact Person: Pattie Holder
Email: linda.kirkpatrick@lumpkincounty.gov
Telephone: (706) 864-2358

DST's Address for Official Correspondence

Deanna Specialty Transportation, Inc.
211 Sand Bar Ferry Road
Augusta, GA, 30901
Contact Person: Shawn Thomas
Email: shawn.thomas@waytogotrans.com
Telephone: (706) 722-7030

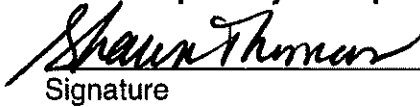
[SIGNATURES ON FOLLOWING PAGE]

Lumpkin County, Board of Commissioners Attest:

Signature_____
Print Name_____
Title_____
Date_____
Signature_____
Print Name_____
County Clerk_____
Title

[COUNTY SEAL]

Deanna Specialty Transportation, Inc.


SignatureShawn Thomas
Print NameCEO.,
TitleSeptember 30, 2021
Date

Attest:


SignatureLaurena Skendrick
Print NameCorporate Secretary
Title

[CORPORATE SEAL]



Lumpkin County, Georgia

Finance Department

Date: April 5, 2022

Agenda Item: Inmate Medical Contract

Item Description: Inmate Medical Contract

**Facts & Historical
Information:**

**Potential Courses
Of Action:**

Contract Term:

Budget Impact:

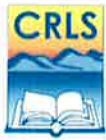
Staff Recommendation:



Lumpkin County, Georgia

Finance Department

Date:	April 5, 2022
Agenda Item:	Library Request for Additional Funding Allocation
Item Description:	Chestatee Regional Library System has requested additional funding allocation in the 2022 budget year to cover increased utilities costs.
Facts & Historical Information:	In March 2020, the Lumpkin County Library, part of the Chestatee Regional Library System, relocated from its former location of 342 Courthouse Hill to its new location at 56 Mechanicsville Rd. the former location was approximately 24,000 sq. feet. With the increased space, the library has experienced an increase in utilities costs. For comparison purposes, we compared 2019 costs at the former location to 2021 costs at the new location since the library was closed for a considerable amount of time in 2020 due to the COVID-19 pandemic. Electricity costs were \$10,797.89 more in 2021 than in 2019. Water, sewer, and garbage costs were \$2,186.82 more in 2021 than in 2019. The library is requesting an additional 2022 allocation of \$15,000 to cover the utilities increase.
Potential Courses Of Action:	A. Approve the Request for additional funding. B. Take no action.
Budget Impact:	The additional allocation is not included in the 2022 budget.
Staff Recommendation:	Please see the attached request from Leslie Clark, Director of the Chestatee Regional Library System.
Attachments:	Letter from Leslie Clark for Library FY22 Budget Request 2019 - 2021 LC GA Power Billing 2019 - 2021 LC Water Billed



March 29, 2022

Mr. Alan Hours
County Manager
Lumpkin County Government
99 Courthouse Hill
Dahlonega, GA 30533

Dear Alan,

On behalf of the Lumpkin County Library, part of the Chestatee Regional Library System, I would like to request \$15,000 more specifically for utilities. There are several reasons for this request. The first is the size of the new library; the new space is 21,000 sq. ft., as compared with the old facility, which was 9,000 sq. ft. The cost of utilities increased with the additional square footage despite the energy efficient windows, LED lighting, and upgraded plumbing. Additionally, the new library has an irrigation system that the old library did not have. This has led to an additional water bill. More bathrooms for patrons and the staff as compared to the old facility has not only increased the water usage but also the amount of trash. As a result we had to add another large outdoor trash can to try and keep up with the volume of refuse. Another reason for the budget increase request is not only due to the size of the library but also the rise in cost of power and water. I have attached an Excel report for these utility bills for the past couple of years, 2019-2021. These are the charts we discussed when we met last month. The library moved into the new facility in late February 2020 and took over the utilities in March of the same year. In these charts you are able to see the utility bills before and after the move to our beautiful new facility.

We are very proud of our library as we know you are, too. The requested increase to the budget is a true need and not a want. The library budget only has two variables—staff and library materials. We cannot run the library without the former, and patrons expect the latter. Thank you for considering our request. If I can be of any service or answer any questions, please do not hesitate to call on me.

Respectfully submitted,

Leslie Clark

Director of the Chestatee Regional Library System

Headquarters
56 Mechanicsville Rd.
Dahlonega, GA 30533
706-864-3668 Fax 706-864-3937
www.chestateelibrary.org

Dawson County Library
342 Allen St.
Dawsonville, GA 30534
706-344-3690 Fax 706-344-3691
Dawson@chestateelibrary.org

Lumpkin County Library
56 Mechanicsville Rd.,
Dahlonega, GA 30533
706-864-3668 Fax 706-864-3937
lumpkin@chestateelibrary.org

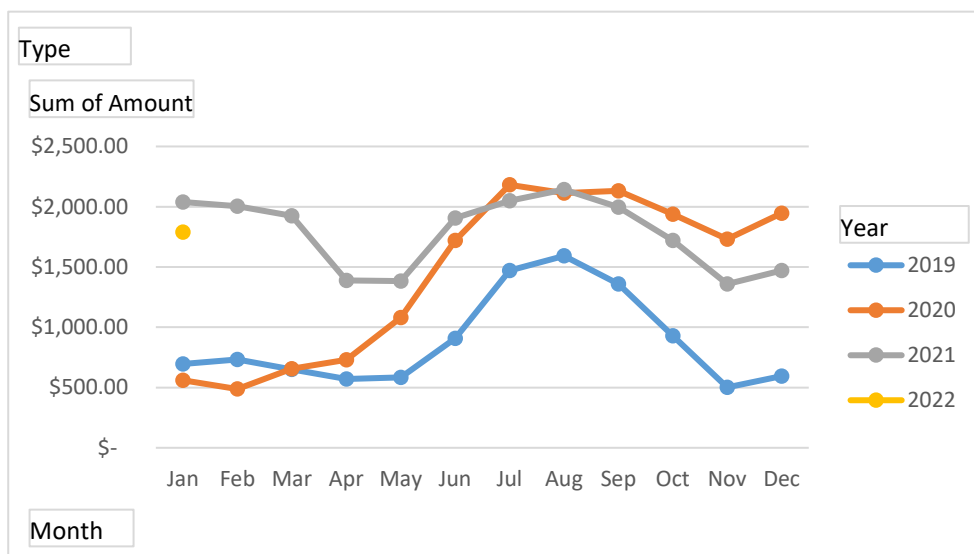
Dawson Satellite Annex
145 Liberty Drive
Dawsonville, GA 3534
(706) 216-3800 Ext. 71200
satellite@chestateelibrary.org

Date	Location	Amount	Type	Service Start	Service End	Month	Year
2/4/2022	Lumpkin Conty	\$ 1,790.28	Charge	12/19/2021	1/20/2022	Jan	2022
1/6/2022	Lumpkin Conty	\$ 1,469.76	Charge	11/18/2021	12/19/2021	Dec	2021
12/6/2021	Lumpkin Conty	\$ 1,358.46	Charge	10/19/2021	11/18/2021	Nov	2021
11/3/2021	Lumpkin Conty	\$ 1,720.74	Charge	9/20/2021	10/19/2021	Oct	2021
10/5/2021	Lumpkin Conty	\$ 1,996.00	Charge	8/19/2021	9/20/2021	Sep	2021
9/3/2021	Lumpkin Conty	\$ 2,142.39	Charge	7/20/2021	8/19/2021	Aug	2021
8/4/2021	Lumpkin Conty	\$ 2,050.83	Charge	6/20/2021	7/20/2021	Jul	2021
7/15/2021	Lumpkin Conty	\$ 1,907.08	Charge	5/19/2021	6/20/2021	Jun	2021
7/15/2021	Lumpkin Conty	\$ (331.85)	Credit	5/19/2021	6/20/2021	Jun	2021
6/15/2021	Lumpkin Conty	\$ 1,383.19	Charge	4/16/2021	5/20/2021	May	2021
6/15/2021	Lumpkin Conty	\$ 1,389.37	Charge	3/16/2021	4/16/2021	Apr	2021
4/16/2021	Lumpkin Conty	\$ 1,923.46	Charge	2/16/2021	3/16/2021	Mar	2021
4/16/2021	Lumpkin Conty	\$ (1,445.14)	Credit	1/16/2021	3/16/2021	Mar	2021
3/8/2021	Lumpkin Conty	\$ 2,005.65	Charge	1/16/2021	2/16/2021	Feb	2021
2/5/2021	Lumpkin Conty	\$ 2,040.09	Charge	12/16/2020	1/16/2021	Jan	2021
1/7/2021	Lumpkin Conty	\$ 1,946.24	Charge	11/16/2020	12/16/2020	Dec	2020
12/11/2020	Lumpkin Conty	\$ 1,730.41	Charge	10/16/2020	11/16/2020	Nov	2020
11/25/2020	Lumpkin Conty	\$ 1,939.19	Charge	9/16/2020	10/16/2020	Oct	2020
10/5/2020	Lumpkin Conty	\$ 2,131.58	Charge	8/16/2020	9/16/2020	Sep	2020
9/9/2020	Lumpkin Conty	\$ 2,112.68	Charge	7/16/2020	8/16/2020	Aug	2020
7/31/2020	Lumpkin Conty	\$ 2,181.36	Charge	6/16/2020	7/16/2020	Jul	2020
7/1/2020	Lumpkin Conty	\$ 1,721.28	Charge	5/16/2020	6/16/2020	Jun	2020
6/2/2020	Lumpkin Conty	\$ 1,079.65	Charge	4/16/2020	5/16/2020	May	2020
5/15/2020	Lumpkin Conty	\$ 728.83	Charge	3/16/2020	4/16/2020	Apr	2020
4/6/2020	Lumpkin Conty	\$ 654.94	Charge	2/16/2020	3/16/2020	Mar	2020
3/15/2020	Lumpkin Conty	\$ 487.38	Charge	1/16/2020	2/16/2020	Feb	2020
2/15/2020	Lumpkin Conty	\$ 560.26	Charge	12/16/2019	1/16/2020	Jan	2020
1/15/2020	Lumpkin Conty	\$ 594.05	Charge	11/16/2019	12/16/2019	Dec	2019
12/15/2019	Lumpkin Conty	\$ 501.22	Charge	10/16/2019	11/16/2019	Nov	2019
11/15/2019	Lumpkin Conty	\$ 930.02	Charge	9/16/2019	10/16/2019	Oct	2019
10/15/2019	Lumpkin Conty	\$ 1,359.70	Charge	8/16/2019	9/16/2019	Sep	2019
9/15/2019	Lumpkin Conty	\$ 1,591.76	Charge	7/16/2019	8/16/2019	Aug	2019
8/15/2019	Lumpkin Conty	\$ 1,470.04	Charge	6/16/2019	7/16/2019	Jul	2019
7/15/2019	Lumpkin Conty	\$ 909.06	Charge	5/16/2019	6/16/2019	Jun	2019
6/15/2019	Lumpkin Conty	\$ 582.79	Charge	4/16/2019	5/16/2019	May	2019
5/15/2019	Lumpkin Conty	\$ 571.54	Charge	3/16/2019	4/16/2019	Apr	2019
4/15/2019	Lumpkin Conty	\$ 650.30	Charge	2/16/2019	3/16/2019	Mar	2019
3/15/2019	Lumpkin Conty	\$ 731.87	Charge	1/16/2019	2/16/2019	Feb	2019
2/15/2019	Lumpkin Conty	\$ 696.78	Charge	12/16/2018	1/16/2019	Jan	2019
1/31/2019	Lumpkin Conty	\$ 728.24	Charge	11/14/2018	12/16/2018	Dec	2018

Attachment: 2019 - 2021 LC GA Power Billing (3356 : Library Request for Additional Funding Allocation)

Type	Charge
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Sum of Amount	Column Labels					
Row Labels		2019	2020	2021	2022	Grand Total
Jan	\$	696.78	\$ 560.26	\$ 2,040.09	\$ 1,790.28	\$ 5,087.41
Feb	\$	731.87	\$ 487.38	\$ 2,005.65		\$ 3,224.90
Mar	\$	650.30	\$ 654.94	\$ 1,923.46		\$ 3,228.70
Apr	\$	571.54	\$ 728.83	\$ 1,389.37		\$ 2,689.74
May	\$	582.79	\$ 1,079.65	\$ 1,383.19		\$ 3,045.63
Jun	\$	909.06	\$ 1,721.28	\$ 1,907.08		\$ 4,537.42
Jul	\$	1,470.04	\$ 2,181.36	\$ 2,050.83		\$ 5,702.23
Aug	\$	1,591.76	\$ 2,112.68	\$ 2,142.39		\$ 5,846.83
Sep	\$	1,359.70	\$ 2,131.58	\$ 1,996.00		\$ 5,487.28
Oct	\$	930.02	\$ 1,939.19	\$ 1,720.74		\$ 4,589.95
Nov	\$	501.22	\$ 1,730.41	\$ 1,358.46		\$ 3,590.09
Dec	\$	594.05	\$ 1,946.24	\$ 1,469.76		\$ 4,010.05
Grand Total	\$	10,589.13	\$ 17,273.80	\$ 21,387.02	\$ 1,790.28	\$ 51,040.23



Type
Charge
Credit

\$1,445.14 Credit in 2021

\$331.85 Credit in 2021

Date	Location	Amount	Type	Service Start	Service End	Month	Year
2/10/2022	Lumpkin Conty	\$ 22.76	Irrigation	12/14/2021	1/13/2022	Jan	2022
2/10/2022	Lumpkin Conty	\$ 140.58	Water	12/14/2021	1/13/2022	Jan	2022
2/10/2022	Lumpkin Conty	\$ 114.27	Sewer	12/14/2021	1/13/2022	Jan	2022
2/10/2022	Lumpkin Conty	\$ 130.00	Garabage	12/14/2021	1/13/2022	Jan	2022
2/10/2022	Lumpkin Conty	\$ 34.80	Stormwater	12/14/2021	1/13/2022	Jan	2022
1/10/2022	Lumpkin Conty	\$ 22.79	Irrigation	11/16/2021	12/14/2021	Dec	2021
1/10/2022	Lumpkin Conty	\$ 149.25	Water	11/16/2021	12/14/2021	Dec	2021
1/10/2022	Lumpkin Conty	\$ 122.64	Sewer	11/16/2021	12/14/2021	Dec	2021
1/10/2022	Lumpkin Conty	\$ 130.00	Garabage	11/16/2021	12/14/2021	Dec	2021
1/10/2022	Lumpkin Conty	\$ 34.80	Stormwater	11/16/2021	12/14/2021	Dec	2021
12/10/2021	Lumpkin Conty	\$ 22.79	Irrigation	10/14/2021	11/16/2021	Nov	2021
12/10/2021	Lumpkin Conty	\$ 149.00	Water	10/14/2021	11/16/2021	Nov	2021
12/10/2021	Lumpkin Conty	\$ 122.64	Sewer	10/14/2021	11/16/2021	Nov	2021
12/10/2021	Lumpkin Conty	\$ 130.00	Garabage	10/14/2021	11/16/2021	Nov	2021
12/10/2021	Lumpkin Conty	\$ 34.80	Stormwater	10/14/2021	11/16/2021	Nov	2021
11/10/2021	Lumpkin Conty	\$ 22.79	Irrigation	9/14/2021	10/14/2021	Oct	2021
11/10/2021	Lumpkin Conty	\$ 140.58	Water	9/14/2021	10/14/2021	Oct	2021
11/10/2021	Lumpkin Conty	\$ 114.27	Sewer	9/14/2021	10/14/2021	Oct	2021
11/10/2021	Lumpkin Conty	\$ 130.00	Garabage	9/14/2021	10/14/2021	Oct	2021
11/10/2021	Lumpkin Conty	\$ 35.00	Stormwater	9/14/2021	10/14/2021	Oct	2021
10/11/2021	Lumpkin Conty	\$ 22.79	Irrigation	8/13/2021	9/14/2021	Sep	2021
10/11/2021	Lumpkin Conty	\$ 140.58	Water	8/13/2021	9/14/2021	Sep	2021
10/11/2021	Lumpkin Conty	\$ 114.27	Sewer	8/13/2021	9/14/2021	Sep	2021
10/11/2021	Lumpkin Conty	\$ 130.00	Garabage	8/13/2021	9/14/2021	Sep	2021
10/11/2021	Lumpkin Conty	\$ 34.80	Stormwater	8/13/2021	9/14/2021	Sep	2021
9/10/2021	Lumpkin Conty	\$ 22.79	Irrigation	7/14/2021	8/13/2021	Aug	2021
9/10/2021	Lumpkin Conty	\$ 157.92	Water	7/14/2021	8/13/2021	Aug	2021
9/10/2021	Lumpkin Conty	\$ 131.10	Sewer	7/14/2021	8/13/2021	Aug	2021
9/10/2021	Lumpkin Conty	\$ 130.00	Garabage	7/14/2021	8/13/2021	Aug	2021
9/10/2021	Lumpkin Conty	\$ 34.80	Stormwater	7/14/2021	8/13/2021	Aug	2021
7/14/2021	Lumpkin Conty	\$ 22.76	Irrigation	6/15/2021	7/14/2021	Jul	2021
7/14/2021	Lumpkin Conty	\$ 192.60	Water	6/15/2021	7/14/2021	Jul	2021
7/14/2021	Lumpkin Conty	\$ 164.49	Sewer	6/15/2021	7/14/2021	Jul	2021
7/14/2021	Lumpkin Conty	\$ 130.00	Garabage	6/15/2021	7/14/2021	Jul	2021
7/14/2021	Lumpkin Conty	\$ 34.80	Stormwater	6/15/2021	7/14/2021	Jul	2021
6/15/2021	Lumpkin Conty	\$ 22.79	Irrigation	5/15/2021	6/15/2021	Jun	2021
6/15/2021	Lumpkin Conty	\$ 227.28	Water	5/15/2021	6/15/2021	Jun	2021
6/15/2021	Lumpkin Conty	\$ 197.97	Sewer	5/15/2021	6/15/2021	Jun	2021
6/15/2021	Lumpkin Conty	\$ 130.00	Garabage	5/15/2021	6/15/2021	Jun	2021
6/15/2021	Lumpkin Conty	\$ 34.80	Stormwater	5/15/2021	6/15/2021	Jun	2021
5/14/2021	Lumpkin Conty	\$ 30.16	Irrigation	4/13/2021	5/14/2021	May	2021
5/14/2021	Lumpkin Conty	\$ 218.61	Water	4/13/2021	5/14/2021	May	2021
5/14/2021	Lumpkin Conty	\$ 189.60	Sewer	4/13/2021	5/14/2021	May	2021
5/14/2021	Lumpkin Conty	\$ 130.00	Garabage	4/13/2021	5/14/2021	May	2021
5/14/2021	Lumpkin Conty	\$ 34.80	Stormwater	4/13/2021	5/14/2021	May	2021
4/13/2021	Lumpkin Conty	\$ 22.79	Irrigation	3/15/2021	4/13/2021	Apr	2021

Attachment: 2019 - 2021 LC Water Billed (3356 : Library Request for Additional Funding Allocation)

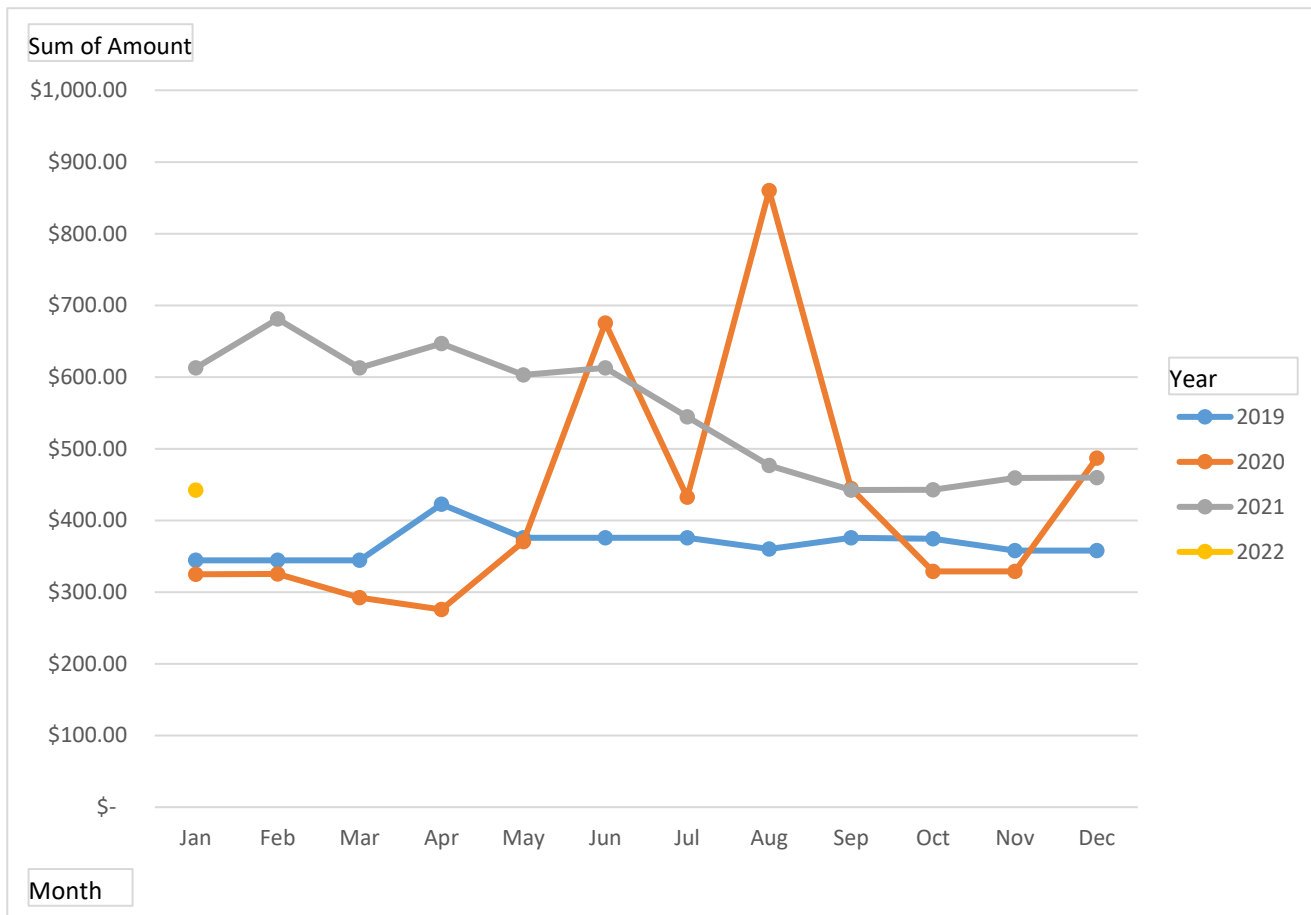
4/13/2021 Lumpkin Conty	\$	244.62	Water	3/15/2021	4/13/2021 Apr	2021
4/13/2021 Lumpkin Conty	\$	214.71	Sewer	3/15/2021	4/13/2021 Apr	2021
4/13/2021 Lumpkin Conty	\$	130.00	Garabage	3/15/2021	4/13/2021 Apr	2021
4/13/2021 Lumpkin Conty	\$	34.80	Stormwater	3/15/2021	4/13/2021 Apr	2021
3/15/2021 Lumpkin Conty	\$	22.79	Irrigation	2/15/2021	3/15/2021 Mar	2021
3/15/2021 Lumpkin Conty	\$	227.28	Water	2/15/2021	3/15/2021 Mar	2021
3/15/2021 Lumpkin Conty	\$	197.97	Sewer	2/15/2021	3/15/2021 Mar	2021
3/15/2021 Lumpkin Conty	\$	130.00	Garabage	2/15/2021	3/15/2021 Mar	2021
3/15/2021 Lumpkin Conty	\$	34.80	Stormwater	2/15/2021	3/15/2021 Mar	2021
2/15/2021 Lumpkin Conty	\$	22.79	Irrigation	1/13/2021	2/15/2021 Feb	2021
2/15/2021 Lumpkin Conty	\$	261.96	Water	1/13/2021	2/15/2021 Feb	2021
2/15/2021 Lumpkin Conty	\$	231.45	Sewer	1/13/2021	2/15/2021 Feb	2021
2/15/2021 Lumpkin Conty	\$	130.00	Garabage	1/13/2021	2/15/2021 Feb	2021
2/15/2021 Lumpkin Conty	\$	34.80	Stormwater	1/13/2021	2/15/2021 Feb	2021
1/13/2021 Lumpkin Conty	\$	22.79	Irrigation	12/16/2021	1/13/2021 Jan	2021
1/13/2021 Lumpkin Conty	\$	227.28	Water	12/16/2021	1/13/2021 Jan	2021
1/13/2021 Lumpkin Conty	\$	197.97	Sewer	12/16/2021	1/13/2021 Jan	2021
1/13/2021 Lumpkin Conty	\$	130.00	Garabage	12/16/2021	1/13/2021 Jan	2021
1/13/2021 Lumpkin Conty		34.8	Stormwater	12/16/2020	1/13/2021 Jan	2021
12/13/2020 Lumpkin Conty	\$	192.60	Water	11/13/2020	12/16/2020 Dec	2020
12/13/2020 Lumpkin Conty	\$	164.49	Sewer	11/13/2020	12/16/2020 Dec	2020
12/13/2020 Lumpkin Conty	\$	130.00	Garabage	11/13/2020	12/16/2020 Dec	2020
11/13/2020 Lumpkin Conty	\$	22.79	Irrigation	10/15/2020	11/13/2020 Nov	2020
11/13/2020 Lumpkin Conty	\$	166.59	Water	10/15/2020	11/13/2020 Nov	2020
11/13/2020 Lumpkin Conty	\$	139.38	Sewer	10/15/2020	11/13/2020 Nov	2020
10/15/2020 Lumpkin Conty	\$	22.79	Irrigation	9/15/2020	10/15/2020 Oct	2020
10/15/2020 Lumpkin Conty	\$	166.59	Water	9/15/2020	10/15/2020 Oct	2020
10/15/2020 Lumpkin Conty	\$	139.38	Sewer	9/15/2020	10/15/2020 Oct	2020
9/15/2020 Lumpkin Conty		155.7	Irrigation	8/14/2020	9/15/2020 Sep	2020
9/15/2020 Lumpkin Conty	\$	157.92	Water	8/14/2020	9/15/2020 Sep	2020
9/15/2020 Lumpkin Conty	\$	131.01	Sewer	8/14/2020	9/15/2020 Sep	2020
8/14/2021 Lumpkin Conty	\$	571.16	Irrigation	7/23/2020	8/14/2020 Aug	2020
8/14/2021 Lumpkin Conty		157.92	Water	7/23/2020	8/14/2020 Aug	2020
8/14/2021 Lumpkin Conty		131.01	Sewer	7/23/2020	8/14/2020 Aug	2020
7/23/2020 Lumpkin Conty	\$	143.41	Irrigation	6/17/2020	7/23/2020 Jul	2020
7/23/2020 Lumpkin Conty	\$	157.92	Water	6/17/2020	7/23/2020 Jul	2020
7/23/2020 Lumpkin Conty	\$	131.01	Sewer	6/17/2020	7/23/2020 Jul	2020
6/17/2020 Lumpkin Conty	\$	335.16	Irrigation	5/14/2020	6/17/2020 Jun	2020
6/17/2020 Lumpkin Conty	\$	183.93	Water	5/14/2020	6/17/2020 Jun	2020
6/17/2020 Lumpkin Conty	\$	156.12	Sewer	5/14/2020	6/17/2020 Jun	2020
5/14/2020 Lumpkin Conty	\$	196.44	Water	4/14/2020	5/14/2020 May	2020
5/14/2020 Lumpkin Conty	\$	163.91	Sewer	4/14/2020	5/14/2020 May	2020
5/14/2020 Lumpkin Conty	\$	9.88	Sewer	4/14/2020	5/14/2020 May	2020
4/14/2020 Lumpkin Conty	\$	113.96	Water	3/12/2020	4/14/2020 Apr	2020
4/14/2020 Lumpkin Conty	\$	89.16	Sewer	3/12/2020	4/14/2020 Apr	2020
4/14/2020 Lumpkin Conty	\$	72.60	Garabage	3/12/2020	4/14/2020 Apr	2020
3/12/2020 Lumpkin Conty	\$	122.02	Water	2/13/2020	3/12/2020 Mar	2020

Attachment: 2019 - 2021 LC Water Billed (3356 : Library Request for Additional Funding Allocation)

3/12/2020 Lumpkin Conty	\$	97.53	Sewer	2/13/2020	3/12/2020 Mar	2020
3/12/2020 Lumpkin Conty	\$	72.60	Garabage	2/13/2020	3/12/2020 Mar	2020
2/13/2020 Lumpkin Conty		138.14	Water	1/14/2020	2/13/2020 Feb	2020
2/13/2020 Lumpkin Conty	\$	114.27	Sewer	1/14/2020	2/13/2020 Feb	2020
2/13/2020 Lumpkin Conty	\$	72.80	Garabage	1/14/2020	2/13/2020 Feb	2020
1/14/2020 Lumpkin Conty		138.14	Water	12/12/2019	1/14/2020 Jan	2020
1/14/2020 Lumpkin Conty		114.27	Sewer	12/12/2019	1/14/2020 Jan	2020
1/14/2020 Lumpkin Conty		72.6	Garabage	12/12/2019	1/14/2020 Jan	2020
12/12/2019 Lumpkin Conty		154.26	Water	11/14/2019	12/12/2019 Dec	2019
12/12/2019 Lumpkin Conty		131.01	Sewer	11/14/2019	12/12/2019 Dec	2019
12/12/2019 Lumpkin Conty		72.6	Garabage	11/14/2019	12/12/2019 Dec	2019
11/14/2019 Lumpkin Conty		154.26	Water	10/14/2019	11/14/2019 Nov	2019
11/14/2019 Lumpkin Conty		131.01	Sewer	10/14/2019	11/14/2019 Nov	2019
11/14/2019 Lumpkin Conty		72.6	Garabage	10/14/2019	11/14/2019 Nov	2019
10/14/2019 Lumpkin Conty		162.32	Water	9/16/2019	10/14/2019 Oct	2019
10/14/2019 Lumpkin Conty		139.38	Sewer	9/16/2019	10/14/2019 Oct	2019
10/14/2019 Lumpkin Conty		72.6	Garabage	9/16/2019	10/14/2019 Oct	2019
9/16/2019 Lumpkin Conty		162.3	Water	8/13/2019	9/16/2019 Sep	2019
9/16/2019 Lumpkin Conty		140.7	Sewer	8/13/2019	9/16/2019 Sep	2019
9/16/2019 Lumpkin Conty		72.6	Garabage	8/13/2019	9/16/2019 Sep	2019
8/13/2019 Lumpkin Conty		154.62	Water	7/15/2019	8/13/2019 Aug	2019
8/13/2019 Lumpkin Conty		132.73	Sewer	7/15/2019	8/13/2019 Aug	2019
8/13/2019 Lumpkin Conty		72.6	Garabage	7/15/2019	8/13/2019 Aug	2019
7/15/2019 Lumpkin Conty		162.3	Water	6/16/2019	7/15/2019 Jul	2019
7/15/2019 Lumpkin Conty		140.7	Sewer	6/16/2019	7/15/2019 Jul	2019
7/15/2019 Lumpkin Conty		72.6	Garabage	6/16/2019	7/15/2019 Jul	2019
6/12/2019 Lumpkin Conty		162.3	Water	5/13/2019	6/12/2019 Jun	2019
6/12/2019 Lumpkin Conty		140.7	Sewer	5/13/2019	6/12/2019 Jun	2019
6/12/2019 Lumpkin Conty		72.6	Garabage	5/13/2019	6/12/2019 Jun	2019
5/13/2019 Lumpkin Conty		162.3	Water	4/12/2019	5/13/2019 May	2019
5/13/2019 Lumpkin Conty		140.7	Sewer	4/12/2019	5/13/2019 May	2019
5/13/2019 Lumpkin Conty		72.6	Garabage	4/12/2019	5/13/2019 May	2019
4/12/2019 Lumpkin Conty		185.34	Water	3/12/2019	4/12/2019 Apr	2019
4/12/2019 Lumpkin Conty		164.61	Sewer	3/12/2019	4/12/2019 Apr	2019
4/12/2019 Lumpkin Conty		72.6	Garabage	3/12/2019	4/12/2019 Apr	2019
3/12/2019 Lumpkin Conty		146.94	Water	3/4/2019	3/12/2019 Mar	2019
3/12/2019 Lumpkin Conty		124.76	Sewer	3/4/2019	3/12/2019 Mar	2019
3/12/2019 Lumpkin Conty		72.6	Garabage	3/4/2019	3/12/2019 Mar	2019
2/12/2019 Lumpkin Conty		146.94	Water	1/14/2019	2/12/2019 Feb	2019
2/12/2019 Lumpkin Conty		124.76	Sewer	1/14/2019	2/12/2019 Feb	2019
2/12/2019 Lumpkin Conty		72.6	Garabage	1/14/2019	2/12/2019 Feb	2019
1/14/2019 Lumpkin Conty		146.94	Water	12/13/2018	1/14/2019 Jan	2019
1/14/2019 Lumpkin Conty		124.76	Sewer	12/13/2018	1/14/2019 Jan	2019
1/14/2019 Lumpkin Conty		72.6	Garabage	12/13/2018	1/14/2019 Jan	2019

Attachment: 2019 - 2021 LC Water Billed (3356 : Library Request for Additional Funding Allocation)

Sum of Amount	Column Labels					
Row Labels		2019	2020	2021	2022	Grand Total
Jan	\$	344.30	\$ 325.01	\$ 612.84	\$ 442.41	\$ 1,724.56
Feb	\$	344.30	\$ 325.21	\$ 681.00		\$ 1,350.51
Mar	\$	344.30	\$ 292.15	\$ 612.84		\$ 1,249.29
Apr	\$	422.55	\$ 275.72	\$ 646.92		\$ 1,345.19
May	\$	375.60	\$ 370.23	\$ 603.17		\$ 1,349.00
Jun	\$	375.60	\$ 675.21	\$ 612.84		\$ 1,663.65
Jul	\$	375.60	\$ 432.34	\$ 544.65		\$ 1,352.59
Aug	\$	359.95	\$ 860.09	\$ 476.61		\$ 1,696.65
Sep	\$	375.60	\$ 444.63	\$ 442.44		\$ 1,262.67
Oct	\$	374.30	\$ 328.76	\$ 442.64		\$ 1,145.70
Nov	\$	357.87	\$ 328.76	\$ 459.23		\$ 1,145.86
Dec	\$	357.87	\$ 487.09	\$ 459.48		\$ 1,304.44
Grand Total	\$	4,407.84	\$ 5,145.20	\$ 6,594.66	\$ 442.41	\$ 16,590.11





Lumpkin County, Georgia

County Manager Department

Date: April 5, 2022

Agenda Item: FY23 Budget Guidance

Item Description: FY23 Budget Guidance.

Facts & Historical Information:

Budget requests for FY23 were due to Finance on April 4th. During the next several weeks, Budget Committee will review the budget requests, meet with department heads to discuss their budget requests, and develop a proposed budget for FY23. It will be challenging to balance the budget with available revenues. The FY22 budget was balanced by using \$1.5 million from Fund Balance. The increase in fuel costs is projected to exceed the 2022 budget by \$100,000, and the budget will be impacted by fuel costs and other inflationary pressures throughout the 2023 budget year. There are also capital projects to be completed in 2023, such as the pedestrian bridge at the Reservoir. I am also concerned about the impact of inflation on county employees and their ability to provide for their family. It is still very early in the process, but I expect that it will be difficult to balance the budget without the use of additional fund balance or an increase in taxes or fees to maintain the current level of services. It will be helpful to know your expectations in terms of an increase in taxes or fees prior to the development of the proposed budget. Several options for budget guidance are listed below, and they are not mutually exclusive.

Potential Budget Guidance:

- A) Prepare the budget without an increase in property taxes and reduce the current service level if necessary to balance the budget
- B) Prepare the budget recognizing inflation in property values and do not roll back the millage due to inflation
- C) Prepare the budget with an increase of no more than _ in the millage rate
- D) Prepare the budget by increasing the amount charged for fees
- E) Limit the use of fund balance to no more than _____ dollars
- F) Include a cost of living and/or merit increase for employees in the budget