



LUMPKIN COUNTY

Board of Commissioners

Work Session Agenda

Commissioners Boardroom

May 4, 2021
4:00 P.M.

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

- **CALL TO ORDER** Chairman Dockery
- **PRESENTATIONS**
 1. Historical Society Presentation (*Manny Carvalho*)
- **MINUTES**
 2. Board of Commissioners - Special Called Meeting - Apr 12, 2021 9:00 AM
 3. Board of Commissioners - Work Session - Apr 13, 2021 4:00 PM
 4. Board of Commissioners - Special Called Meeting - Apr 16, 2021 9:00 AM
 5. Board of Commissioners - Public Hearing - Apr 20, 2021 5:15 PM
 6. Board of Commissioners - Work Session II - Apr 20, 2021 5:30 PM
 7. Board of Commissioners - Regular Meeting - Apr 20, 2021 6:00 PM
 8. Board of Commissioners - Special Called Meeting - Apr 21, 2021 9:00 AM
 9. Board of Commissioners - Special Called Meeting - Apr 23, 2021 9:00 AM
 10. Board of Commissioners - Special Called Meeting - Apr 26, 2021 4:00 PM
 11. Board of Commissioners - Special Called Meeting - Apr 27, 2021 3:30 PM
- **RESOLUTIONS**
 12. 2021 - 28 - Appoint Members to 2022 Lumpkin County Comprehensive Plan Advisory Committee ***Ratify***
 13. 2021 - 29 - Appoint/Reappoint Members to LC Library Board of Trustees
 14. 2021 - 30 - Reappoint Member to AVITA Board - Barbara Bosanko with a term expiring 06.30.2024
 15. 2021 - 31 - Reappoint Member to DFACS Board - Lagala Fugate to Seat 3, term expiring 06.30.2026
 16. 2021 - 32 - Appoint Member to Board of Tax Assessors - --- to Seat 4 with a term expiring 06.30.2026
 17. 2021 - 33 - Appoint Member to Tourism Board
 18. 2021 - 34 - Resolution to Approve the Enotah Judicial Circuit Fiscal Year 2021-2022 Budget (*Finance Director Abby Branan*)
 19. 2021 - 35 - ACCG Senior Management 401A Retirement Plan (*County Manager Stan Kelley*) ***Work Session II***

- **CONTRACTS/AGREEMENTS**

20. 2021-022 - IGA City of Dahlonega & Lumpkin County - 2021 Municipal Election (*Elections Supervisor Ashley Peck*)
21. 2021-023 - Oak Grove Roundabout Construction Contract (*Public Works Director Larry Reiter*) **Work Session II**
22. 2021-024 - Kelley Building Moving Contract (*Special Projects Director Allison Martin*)
23. 2021-025 - GDOC Inmate Work Detail Contract (*Special Projects Director Allison Martin*)
24. 2021-026 - United Futbol Academy Soccer (*Parks & Recreation Manager Wade Chandler*)
25. 2021-027 - GEMA Emergency Management Performance Grant (EMPG) FY-2020 (*Emergency Services Director David Wimpy*)
26. 2021-028 - UNG Swimming Pool Agreement (*Park & Rec Director Wade Chandler*)
27. 2021-029 - Legacy Link Nutrition Program Services FY-2022 Contract (*Senior Center Manager Linda Kirkpatrick*)
28. 2021-030 - Enotah Public Defender Indigent Defense Contract - City (*Finance Director Abby Branan*) **Work Session II**
29. 2021-031 - Enotah Public Defender Indigent Defense Contract - Four Counties (*Finance Director Abby Branan*) **Work Session II**

- **OTHER ITEMS**

30. Total Cost Advocates Client Report (*Special Projects Director Allison Martin*)
31. GDOT Airport Fencing Reimbursement (*Public Works Director Larry Reiter*) **Ratify**
32. Alcoholic Beverage License – Convenience Stores, Inc. d/b/a JP Dahlonega (*County Clerk Melissa Witcher*)
33. Alcoholic Beverage License –Jay Jalaramji, LLC. d/b/a Iron Mountain Mart (*County Clerk Melissa Witcher*)
34. Consideration of Planning & Development Services Website Rebranding (*Special Projects Director Allison Martin*)
35. Consideration of Water & Sewerage Authority Employees Move to County Health Insurance (*Water & Sewerage Authority Director Sean Phipps*)
36. Consideration of Part Time Custodial Position to Full Time (*Special Projects Director Allison Martin*)
37. Dahlonega Lions Club Special Request to Honor Larry Odom (*Myke Seabolt*)

- **COUNTY MANAGER**

- **COUNTY ATTORNEY**

- **COMMISSIONERS**

- **PUBLIC COMMENT (Agenda Specific)**

- **ADJOURNMENT**



Lumpkin County, Georgia

Board of Commissioners Department

Date: May 4, 2021

Agenda Item: Historical Society Presentation

Item Description: Historical Society Presentation

Attachments:
BOC Jail



1884 Historical Jail Museum

- A Little History
- Renovations
- Impact

Manny Carvalho
Vice President
Lumpkin Co. Historical Society



Attachment: BOC Jail (1870 : Historical Society Presentation)

1	1833	Built of Poles	NE of Square
2.	1834	Duplicate of Hall Co.	East Chestatee St near Baptist Church
3.	1855	Burned 1869	Near residence J. H. Moore
4.	1872	Calaboose	Near Holly Theater; leased to City
5.	1884	Historic Jail	Crane’s Hill; built by Frank Hall, cost \$7,357
6.	1964	Previous Jail	By Admin Building
7.		Present Complex	Still in use



Attachment: BOC Jail (1870 : Historical Society Presentation)

Italianate Architecture

- Window arches
- Columns
- Dentil Moulding

137 Years Old

Built to house both those that upheld the law and those who broke it.

Cupola - ventilation

National Registry



Mission Statement

To demonstrate how prisoner were confined here from 188 to 1964 and to display collection of local artifacts that illustrate the rich cultural heritage that is unique to Lumpkin County, Georgia



1.a



LUMPKIN COUNTY JAIL
Dahlonega, Lumpkin County, Georgia

Photographer: James R. Lockhart
Negative Filed: Georgia Department of
Natural Resources
Date: October, 1984
Description (1 of 7): Front view;
photographer facing northeast.



LUMPKIN COUNTY JAIL
Dahlonega, Lumpkin County, Georgia

Photographer: James R. Lockhart
Negative Filed: Georgia Department of
Natural Resources
Date: October, 1984
Description (2 of 7): Rear view;
photographer facing southwest.

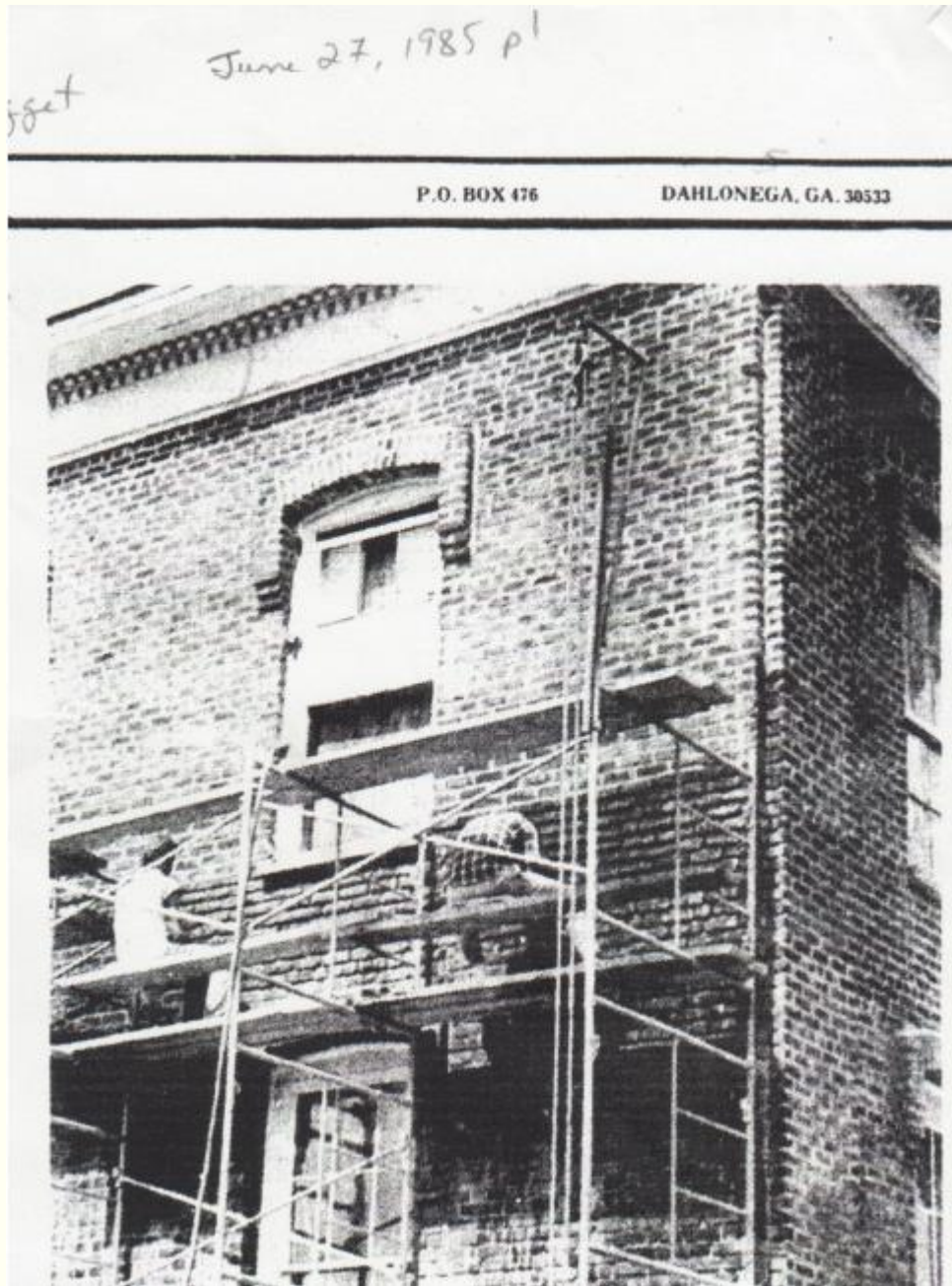


LUMPKIN COUNTY JAIL
Dahlonega, Lumpkin County, Georgia

Photographer: James R. Lockhart
Negative Filed: Georgia Department of
Natural Resources
Date: October, 1984
Description (4 of 7): 2nd floor, stairs;
photographer facing west.

Learning from the past, preserving for the future





1985 Renovation

Learning from the past, preserving for the future



1.a



Jail - 2nd Floor

today

Learning from the past, preserving for the future



Attachment: BOC Jail (1870 : Historical Society Presentation)



1.a

Attachment: BOC Jail (1870) : Historical Society Presentation



2017 Floor Renovation

Learning from the past, preserving for the future



Recent Renovations

- Ceiling
- Light Fixtures
- Windows
- Window blinds





Impact : 2016-2019

Bear	195
4 th July	269
Gold Rush	280
Avg. Attendance	740

Special Guests

Appalachian Studies - 20

Cub Scouts - 26

2019 Science Festival - 609

Voluntary Donations - \$1,100



Thank you

Questions?

=== Let's go take a Tour ===

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



April 12, 2021
 9:00 AM

CALL TO ORDER

The meeting was called to order at 9:00 AM by Chairman Chris Dockery

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

CONSIDERATION OF AGENDA

EXECUTIVE SESSION - PERSONNEL

Motion: Commissioner Mayfield moved to enter executive session and was seconded by Commissioner Stringer. The motion was approved and carried.

Executive Session began at 9:00 AM.

Motion: Commissioner Miller moved to exit Executive Session and re-enter regular session at 1:57 PM. He was seconded by Commissioner Stringer. The motion was approved and carried.

There were no announcements from Executive Session.

ADJOURNMENT

Motion: Commissioner Moran moved to adjourn the meeting and was seconded by Commissioner Miller. The motion was approved and carried.

The meeting was adjourned at 1:57 PM.

 Date

 Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Apr 12, 2021 9:00 AM (MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Work Session Minutes
Commissioners Boardroom



April 13, 2021
 4:00 P.M.

CALL TO ORDER

The meeting was called to order at 4:04 PM by Chairman Chris Dockery

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

PRESENTATIONS

1. Public and Environmental Health Presentations

Public and Environmental Health Presentation

Chairman Dockery asked Sue Mattison some questions for clarification on the revenue breakdown pie chart. He also asked her if there was anything the Commissioners could do to further assist the Health Department during this time. Ms. Mattison said the County has already done a great job assisting, and the Health Department wants to continue reaching out to underprivileged citizens. The Chairman offered the fire stations to be used as locations for staging areas if the Health Department would need that.

Commissioner Miller thanked Sue Mattison for coordinating vaccination outreach efforts with Community Helping Place.

2. Northeast Georgia Health System Lumpkin Hospital Update

Northeast Georgia Health System Lumpkin Hospital Update

Chat Hatfield, president of NGMC Lumpkin, was accompanied by Sean Couch and Bob Hughes to give the presentation. He said NGMC Lumpkin has had a successful two years, beating the first-year projection with over 10,000 emergency visits and over 600 inpatient stays. NGMC Lumpkin was also able to alleviate much of the burden on NGMC Gainesville during the height of the pandemic. Mr. Couch went over the results of the Fall 2018 citizen input surveys and said most of the participants emphasized the desire for a small, sustainable neighborhood hospital that could provide emergency care. Mr. Hughes discussed the future hospital site on Highway 400, including a basic diagram of the site layout and signage. He said the proposed opening date would be October 2023.

3. Manufacturers of the Year Presentations

Manufacturers of the Year Presentations

4. Recognition JB Jones

Recognition JB Jones

MINUTES

5. Board of Commissioners - BOC Retreat - Feb 25, 2021 9:00 AM
6. Board of Commissioners - Work Session - Mar 2, 2021 4:00 PM
7. Board of Commissioners - SLUA Public Hearing - Mar 16, 2021 4:30 PM
8. Board of Commissioners - Public Hearing - Mar 16, 2021 5:00 PM
9. Board of Commissioners - Public Hearing - Mar 16, 2021 5:15 PM
10. Board of Commissioners - Work Session II - Mar 16, 2021 5:30 PM
11. Board of Commissioners - Regular Meeting - Mar 16, 2021 6:00 PM
12. Board of Commissioners - Special Called Meeting - Mar 22, 2021 4:00 PM

RESOLUTIONS

13. 2021 - 21 - Possible Amendment to Alcoholic Beverage License Fees (County Clerk Melissa Witcher)

This is to consider amending the ordinance to allow an increase in the alcoholic beverage license fees.

Commissioner Mayfield commented we should be comparable to the alcohol license fees of other counties. Commissioner Stringer said he would be comfortable with adding \$55 to the yearly renewal charge. The Chairman said we could raise it if we have proper justification.

County Manager Stan Kelley went over the price list from surrounding counties and said we mostly were on the low end of fees. He recommends raising our fees so we are at least comparable to surrounding counties. Commissioners Moran and Mayfield agreed.

14. 2021 - 22 - Consideration of a Resolution Revising the Road Acceptance Application Procedure (Public Works Director Larry Reiter)

Consideration of a resolution that will do away with the existing road acceptance procedure and require any road that is requested to be adopted into the county system to be brought to current county development standards before it will be considered by the BOC.

Public Works Director Larry Reiter said we currently have two different road acceptance procedures. Staff is recommending doing away with the current procedures and changing it so that any road has to meet County development standards before it can be brought before the BOC.

15. 2021 - 23 - Reappoint Members to LC Veterans Affairs Committee - William Rittenhouse & Daniel Bosanko

Reappoint Members to Lumpkin County Veterans Affairs Committee - William Rittenhouse to Seat 1 & Daniel Bosanko to Seat 2 both with terms expiring 04.14.2025

16. 2021 - 24 - Reappoint Member to LC Water & Sewerage Authority - Murl Jones to Seat 7, term expiring 05.31.2025

Reappoint Member to LC Water & Sewerage Authority - Murl Jones to Seat 7, term expiring 05.31.2025

Minutes Acceptance: Minutes of Apr 13, 2021 4:00 PM (MINUTES)

17. 2021 - 25 - Appoint Members to 2022 Lumpkin County Comprehensive Plan Advisory Committee
(Planning Director Bruce Georgia)

Request the BOC nominate and approve members to serve on the 2022 Comprehensive Plan Advisory Committee.

Bruce Georgia said we have accomplished a lot in the short-term work plan and it will be important to reflect that in this five-year update. He explained the timeline to finish and remain a Qualified Local Government is February 2022. Georgia Mountains Regional Commission has approved our request for them to assist with our update. We will also have to host a couple of public meetings, one of which is already scheduled for April 27 at 6:00 pm. Mr. Georgia said he is asking for the Commissioners to consider some citizens to sit on the Comprehensive Plan committee.

18. 2021 - 26 - Amend the 2021 Budget Calendar for FY2022 Budget (Finance Director Abby Branam)

Amend the 2021 Budget Calendar for FY2022 Budget Due to a Date Error

19. 2021 - 27 - Request to Remove Old Body Cooler from Surplus (Coroner Mark Cox)

Consideration of removal of old body cooler from surplus.

The Coroner, Mark Cox, would like to retain the old cooler as a backup in case the new one fails or becomes full.

CONTRACTS/AGREEMENTS

20. 2021-015 - Disaster Debris Monitoring Contract - Thompson Consulting Services, LLC (Public Works Director Larry Reiter)

Extend contract with Thompson Consulting Services, LLC for an additional year.

21. 2021-016 - Disaster Debris Monitoring Secondary Contract - Goodwyn, Mills, & Cawood (Public Works Director Larry Reiter)

Extend contract with Goodwyn, Mills, and Cawood for an additional year.

22. 2021-017 - Library Pavilion Construction RFP (Special Projects Director Allison Martin)

Library Pavilion Construction RFP

Special Projects Director Allison Martin said we received two responses; the lowest proposer was Everlast at around \$189,000. Scroggs & Grizzle was considerably higher at around \$273,000. She reviewed some of the clarification questions they sent to Everlast regarding their proposal. There was some discussion between Chairman Dockery and Mr. Reiter regarding the helical pier pricing and the amount of pier sections. Ms. Martin said since this is an RFP, we have more flexibility and aren't under the same time constraints as if this was a bid. Mr. Reiter also made some brief comments regarding soil strength and foundation reduction. Chairman Dockery observed that the pricing of construction materials has risen dramatically and fluctuates constantly.

23. 2021-018 - Georgia Power Easement Request - Chesterra Drive (Public Works Director Larry Reiter)

Georgia Power is requesting a tree trimming/clearing easement along the existing power line.

Mr. Kelley said he spoke to GA Power area manager Glennis Barns regarding the recent helicopter-facilitated ROW trimming. Apparently, it is more efficient to trim with a helicopter and this was originally started in Dawson County. It reduces the number of power outages during storms, he explained. The helicopter crew does not clean up the debris unless it is in the road, but there is a cleanup crew that runs about one to two weeks

behind them. Chairman Dockery said he also spoke to Mr. Barns, as there have been citizen complaints regarding the debris. If there is debris in the roadway, citizens are encouraged to call GA Power to report it.

24. Aquatic Center GMP – Metal Packages (Special Projects Director Allison Martin)

Aquatic Center GMP – Metal Packages

25. 2021-019 - Scrap Tire Abatement Reimbursement Program (Finance Director Abby Branan)

The Georgia Environmental Protection Division (EPD) Local Government Scrap Tire Abatement Reimbursement Program provides reimbursement for the costs of removing, transporting, and processing scrap tires cleaned up from identified, state-listed scrap tire dumps; removed from city and county right-of-ways; and collected during scrap tire amnesty events.

Mr. Kelley said hopefully the County will be able to host a tire turn-in day at the Transfer Station in June. The projected date will be the last Saturday in June.

26. 2021-020 - Legacy Link FY-2021 Addendum #2 Contract (Senior Center Manager Linda Kirkpatrick)

CONTRACT ADDENDUM #2 - SFY2021 This amends the contract that Lumpkin County Board of Commissioners entered into with Legacy Link, Inc. (Contract #2020-039 A-S approved on September 29, 2020) for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening and support services, and Transportation for senior adults in Lumpkin County.

27. 2021-021 - Airport Fencing Project (Public Works Director Larry Reiter)

Contract approval- Airport fence and parking lot as per airport CIP.

Mr. Reiter informed the Commissioners that the low bidder (\$112,446) was abnormally below the median or average bid, as well as the engineer's estimate of \$232,000. He has reached out to the company regarding the abnormal price, but he is still awaiting their explanation. He suspects they accidentally omitted the installation cost and underestimated the asphalt cost. For this reason, Mr. Reiter recommends rejecting the bid and going with the second lowest bid from TriScapes, which was \$288,811.69 for all options. GDOT will pay 75% of the cost.

OTHER ITEMS

28. Sheriff's Request to Reallocate Funds from Detention Center Fencing to Justice Center Cameras (Sheriff Stacy Jarrard)

Sheriff's Request to Reallocate Funds from Detention Center Fencing to Justice Center Cameras

Sheriff Jarrard said the camera system is currently a greater need than the Detention Center fencing, but he would like to keep the fencing in mind for the future. The Sheriff said having a functional camera system is important for complying with media requests for footage.

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

Special Event Permit allowing R-Ranch in the Mountains to hold the Mountain Top Rodeo event June 10-13, 2021 at the R-Ranch.

30. Alcoholic Beverage License - The Oar House, Inc. (County Clerk Melissa Witcher)

This is for the issuance of an alcoholic beverage license for Beer & Wine Consumption on Premises located at 3072 Hwy 52 E, Dahlonega, GA 30533.

31. Alcoholic Beverage License - BJ Creek, LLC. d/b/a Clay Creek Falls Grocery (County Clerk Melissa Witcher)

This is for the issuance of an alcoholic beverage license for Beer & Wine Package sales located at 2261 Oak Grove Road, Dahlonega, GA 30533.

32. Alcoholic Beverage License - CGN Properties, LLC d/b/a The Mountain Top Lodge (County Clerk Melissa Witcher)

This is for the issuance of an alcoholic beverage license for Beer & Wine Consumption on Premises located at 447 Mountain Top Lodge Road, Dahlonega, GA 30533.

33. Additional ROW for Bridge Replacement - Little Mountain Road (Public Works Director Larry Reiter)

Request for approval of the purchase of additional right of way for bridge replacement on Little Mountain Rd.

Mr. Reiter said Charles Trammell got a verbal agreement with the owners to give us enough room to widen the bridge. Staff is requesting that the BOC agree to give each property owner \$3,000 (\$6,000 total) to pay for their right-of-way to expand the bridge to make it safer. Mr. Reiter said this negotiated price is much better than us going through the condemning process. Chairman Dockery wanted clarification on how that amount was reached just to ensure fairness for the landowners.

34. Johnnie Collins Way Bridge Repair and Lanier Drive Culvert Replacement (Finance Director Abby Branan)

Discuss options to pay for emergency bridge repair on Johnnie Collins Way and emergency culvert replacement on Lanier Drive.

Finance Director Abby Branan explained she was present to discuss funding sources for the repairs, which are needed after damage from the recent heavy rains. The funding could be taken from the fund balance, 2019 TSPLOST, or the 2020 SPLOST. Mr. Kelley recommended taking from the 2020 SPLOST because there are funds available, which would prevent us from having to use the fund balance. He explained projections for the 2020 SPLOST collections are being exceeded.

Commissioner Stringer asked Larry Reiter some questions about the Lanier Drive bridge repair and whether water line work could be performed simultaneously. Mr. Reiter said the contractor who gave the best price for the bridge work is not qualified to do water lines. He also said the crossing will be closed for 3-5 days to vehicular traffic. There is a long lead time on purchasing materials for the bridge, so if we wait and have another heavy rain event, we will not be able to choose when to do the repair.

35. 2020 SPLOST 2021 Work Plan Amendment (Finance Director Abby Branan)

Consideration of Amending the 2020 SPLOST 2021 Work Plan to include emergency bridge repair on Johnnie Collins Way.

Ms. Branan said this is just a placeholder in case the BOC decides to use SPLOST funds for the bridge repair.

36. Consideration of Move to Self Insurance (Community & Employee Services Director Alicia Davis)

Consideration of Move to Self-Insurance Plus Renewal of Dental, Disability, Life and Vision Insurances

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Moran said Bruce Georgia did a great job at the last Noise Committee meeting, and the next meeting will be Monday, April 19, at 3:30 PM. He is requesting an extension for the committee's term to the May Work Session. Commissioner Mayfield thanked Commissioner Moran for his diligent work on the committee.

PUBLIC COMMENT (Agenda Specific)

Sheriff Jarrard said the next Firearm Safety course will be April 26, 6:00 pm at Park and Rec.

ADJOURNMENT

Chairman Dockery adjourned the meeting at 5:12 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Apr 13, 2021 4:00 PM (MINUTES)

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



April 16, 2021
 9:00 AM

CALL TO ORDER

The meeting was called to order at 9:00 AM by Chairman Chris Dockery

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

CONSIDERATION OF AGENDA

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

EXECUTIVE SESSION - PERSONNEL

Motion: A motion was made by Commissioner Stringer to enter executive session at 9:02 a.m. The motion was seconded by Commissioner Mayfield. The motion was approved and carried.

Motion: A motion was made by Commissioner Stringer to exit executive session and re-enter regular session at 1:40 p.m. The motion was seconded by Commissioner Moran. The motion was approved and carried.

There were no announcements from executive session.

ADJOURNMENT

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

The meeting ended at 1:42 p.m.

 Date

 Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Apr 16, 2021 9:00 AM (MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Public Hearing Minutes
Commissioners Boardroom



April 20, 2021
 5:15 P.M.

Call to Order

The meeting was called to order at 5:20 PM by Chairman Chris Dockery

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

Public Comment

There were no comments from the public.

Alcoholic Beverage License (Beer/Wine Consumption on Premises) - Timothy O'Brien for The Oar House, Inc.

Alcoholic Beverage License (Beer/Wine Package Sales) - Truptiben Patel for BJ Creek, LLC dba Clay Creek Falls Grocery

Alcoholic Beverage License (Beer/Wine Consumption on Premises) - Heather Breedlove for CGN Properties, LLC dba The Mountain Top Lodge

Adjournment

Chairman Dockery adjourned the meeting at 5:21 PM.

 Date

 Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

Attest:

 Melissa Witcher

County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Apr 20, 2021 5:15 PM (MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Work Session II Minutes
Commissioners Boardroom



April 20, 2021
 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	
David Miller	District 1 Commissioner	Remote	
Bobby Mayfield	District 2 Commissioner	Present	
Rhett Stringer	District 3 Commissioner	Present	
Jeffrey Moran	District 4 Commissioner	Present	

PRESENTATIONS

1. Recognition JB Jones

Recognition JB Jones

2. Manufacturers of the Year Presentations

Manufacturers of the Year Presentations

CONSIDERATION OF MINUTES

3. Board of Commissioners - BOC Retreat - Feb 25, 2021 9:00 AM
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10. Board of Commissioners - Special Called Meeting - Mar 22, 2021 4:00 PM

RESOLUTIONS

11. 2021 - 21 - Possible Amendment to Alcoholic Beverage License Fees (County Clerk Melissa Witcher)

This is to consider amending the ordinance to allow an increase in the alcoholic beverage license fees.

County Clerk Melissa Witcher said there was a proposal to add \$350 to each application at the yearly renewals, which would defray the investigative and administrative costs. The GBI is requiring a background check each year instead of only at the time of application. The County Manager, Stan Kelley, said we are mostly behind the neighboring counties on our license category costs. The Chairman said we are on the low end, but he agreed with Commissioner Stringer that we cannot increase the license fees without justification.

12. 2021 - 22 - Consideration of a Resolution Revising the Road Acceptance Application Procedure (Public Works Director Larry Reiter)

Consideration of a resolution that will do away with the existing road acceptance procedure and require any road that is requested to be adopted into the county system to be brought to current county development standards before it will be considered by the BOC.

13. 2021 - 23 - Reappoint Members to LC Veterans Affairs Committee - William Rittenhouse & Daniel Bosanko

Reappoint Members to Lumpkin County Veterans Affairs Committee - William Rittenhouse to Seat 1 & Daniel Bosanko to Seat 2 both with terms expiring 04.14.2025

14. 2021 - 24 - Reappoint Member to LC Water & Sewerage Authority - Murl Jones to Seat 7, term expiring 05.31.2025

Reappoint Member to LC Water & Sewerage Authority - Murl Jones to Seat 7, term expiring 05.31.2025

15. 2021 - 25 - Appoint Members to 2022 Lumpkin County Comprehensive Plan Advisory Committee (Planning Director Bruce Georgia)

Request the BOC nominate and approve members to serve on the 2022 Comprehensive Plan Advisory Committee.

16. 2021 - 26 - Amend the 2021 Budget Calendar for FY2022 Budget (Finance Director Abby Branan)

Amend the 2021 Budget Calendar for FY2022 Budget Due to a Date Error

17. 2021 - 27 - Request to Remove Old Body Cooler from Surplus (Coroner Mark Cox)

Consideration of removal of old body cooler from surplus.

CONTRACTS/AGREEMENTS

18. 2021-015 - Disaster Debris Monitoring Contract - Thompson Consulting Services, LLC (Public Works Director Larry Reiter)

Extend contract with Thompson Consulting Services, LLC for an additional year.

19. 2021-016 - Disaster Debris Monitoring Secondary Contract - Goodwyn, Mills, & Cawood (Public Works Director Larry Reiter)

Extend contract with Goodwyn, Mills, and Cawood for an additional year.

20. 2021-017 - Library Pavilion Construction RFP (Special Projects Director Allison Martin)

Library Pavilion Construction RFP

Commissioner Stringer had some concerns about building a pavilion for the Library when the Animal Shelter is in dire need of repairs. The Chairman understood his concern, and he explained we had put off the repairs because it may be best to build a new animal shelter rather than fixing the current one. He said the pavilion is more of a "want" than a "need." He said the Board can choose to table this item for a later date.

21. 2021-018 - Georgia Power Easement Request - Chesterra Drive (Public Works Director Larry Reiter)

Georgia Power is requesting a tree trimming/clearing easement along the existing power line.

22. 2021-019 - Scrap Tire Abatement Reimbursement Program (Finance Director Abby Branan)

The Georgia Environmental Protection Division (EPD) Local Government Scrap Tire Abatement Reimbursement Program provides reimbursement for the costs of removing, transporting, and processing scrap tires cleaned up from identified, state-listed scrap tire dumps; removed from city and county right-of-ways; and collected during scrap tire amnesty events.

23. 2021-020 - Legacy Link FY-2021 Addendum #2 Contract (Senior Center Manager Linda Kirkpatrick)

CONTRACT ADDENDUM #2 - SFY2021 This amends the contract that Lumpkin County Board of Commissioners entered into with Legacy Link, Inc. (Contract #2020-039 A-S approved on September 29, 2020) for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening and support services, and Transportation for senior adults in Lumpkin County.

24. 2021-021 - Airport Fencing Project (Public Works Director Larry Reiter)

Contract approval- Airport fence and parking lot as per airport CIP.

Larry Reiter said the low bidder that he had recommended for disqualification sent an e-mail saying his subcontractors quoted him inaccurate prices, and he would like to withdraw his bid.

OTHER ITEMS

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

Special Event Permit allowing R-Ranch in the Mountains to hold the Mountain Top Rodeo event June 10-13, 2021 at the R-Ranch.

26. Special Event Permit Request – Southern Bounty Series at Iron Mountain Resort (County Clerk Melissa Witcher)

Special Event Permit allowing Holly Theatre to hold the Southern Bounty Series event May 21-22, 2021 at the Iron Mountain Resort.

27. Alcoholic Beverage License - The Oar House, Inc. (County Clerk Melissa Witcher)

This is for the issuance of an alcoholic beverage license for Beer & Wine Consumption on Premises located at 3072 Hwy 52 E, Dahlonega, GA 30533.

28. Alcoholic Beverage License - BJ Creek, LLC. d/b/a Clay Creek Falls Grocery (County Clerk Melissa Witcher)

This is for the issuance of an alcoholic beverage license for Beer & Wine Package sales located at 2261 Oak Grove Road, Dahlonega, GA 30533.

29. Alcoholic Beverage License - CGN Properties, LLC d/b/a The Mountain Top Lodge (County Clerk Melissa Witcher)

This is for the issuance of an alcoholic beverage license for Beer & Wine Consumption on Premises located at 447 Mountain Top Lodge Road, Dahlonega, GA 30533.

30. Additional ROW for Bridge Replacement - Little Mountain Road (Public Works Director Larry Reiter)

Request for approval of the purchase of additional right of way for bridge replacement on Little Mountain Rd.

31. Johnnie Collins Way Bridge Repair and Lanier Drive Culvert Replacement (Finance Director Abby Branan)

Discuss options to pay for emergency bridge repair on Johnnie Collins Way and emergency culvert replacement on Lanier Drive.

Mr. Reiter said he had been speaking with Johnny at the LC Water & Sewerage Authority to determine whether they could do work on the water line there. Mr. Reiter is unsure of what the Authority will decide.

32. 2020 SPLOST 2021 Work Plan Amendment (Finance Director Abby Branan)

Consideration of Amending the 2020 SPLOST 2021 Work Plan to include emergency bridge repair on Johnnie Collins Way.

Finance Director Abby Branan said this item is only for if the BOC chooses to use SPLOST funding for the previous item.

33. Consideration of Move to Self Insurance (Community & Employee Services Director Alicia Davis)

Consideration of Move to Self-Insurance Plus Renewal of Dental, Disability, Life and Vision Insurances

Community & Employee Services Director Alicia Davis said representatives from Turner, Wood, & Smith Insurance will be here to present at the regular meeting.

34. Development Services of Lumpkin County New Logo Design (Special Projects Director Allison Martin)

Development Services of Lumpkin County New Logo Design

Allison Martin said she and Rebecca Mincey, the Development Authority Director, have been collaborating on branding for the new Planning and Development Services building. Staff like #6 (the third option shown in the agenda packet) the best, but feel that it could use some tweaks. She said the Commissioners do not need to make a decision tonight, but we would like to have this logo ready for when the building opens to the public.

Chairman Dockery questioned why we need another logo when we have a County seal already. What is the advantage? Ms. Martin said staff feels a new logo will be useful for marketing and it will be distinct from the County logo. Mr. Kelley said we are looking at doing the same thing for the future Aquatic Center to aid in marketing. The Chairman asked if there would be a value to having different logos for different departments, as it may be confusing for citizens. He said he wants to learn exactly how, when, and where the logo will be used before he approves anything.

Commissioner Mayfield said he likes the current County logo, and suggested we could perhaps just change the wording around the perimeter to reflect which department it is. Commissioner Stringer agreed, and said we could use suggestion #2 and replace "PDS" with the Lumpkin County logo. It would be very similar, just different wording.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

The meeting was adjourned at 6:02 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Apr 20, 2021 5:30 PM (MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Minutes
Commissioners Boardroom



April 20, 2021
 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	
David Miller	District 1 Commissioner	Remote	
Bobby Mayfield	District 2 Commissioner	Present	
Rhett Stringer	District 3 Commissioner	Present	
Jeffrey Moran	District 4 Commissioner	Present	

INVOCATION

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

CONSIDERATION OF AGENDA

Motion: A motion was made by District 3 Commissioner Stringer to approve the agenda and move item #33 to the beginning of Contracts/Agreements. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

PUBLIC COMMENTS (Agenda Specific)

PRESENTATIONS

1. Recognition JB Jones

Recognition JB Jones

2. Manufacturers of the Year Presentations

Manufacturers of the Year Presentations

CONSIDERATION OF MINUTES

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

3. Board of Commissioners - BOC Retreat - Feb 25, 2021 9:00 AM
4. Board of Commissioners - Work Session - Mar 2, 2021 4:00 PM
5. Board of Commissioners - SLUA Public Hearing - Mar 16, 2021 4:30 PM
6. Board of Commissioners - Public Hearing - Mar 16, 2021 5:00 PM
7. Board of Commissioners - Public Hearing - Mar 16, 2021 5:15 PM
8. Board of Commissioners - Work Session II - Mar 16, 2021 5:30 PM
9. Board of Commissioners - Regular Meeting - Mar 16, 2021 6:00 PM
10. Board of Commissioners - Special Called Meeting - Mar 22, 2021 4:00 PM

RESOLUTIONS

11. 2021 - 21 - Possible Amendment to Alcoholic Beverage License Fees (County Clerk Melissa Witcher)

This is to consider amending the ordinance to allow an increase in the alcoholic beverage license fees.

Motion: A motion was made by District 2 Commissioner Mayfield to approve option B, which is to approve an increase to cover the background checks at renewal. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

12. 2021 - 22 - Consideration of a Resolution Revising the Road Acceptance Application Procedure (Public Works Director Larry Reiter)

Consideration of a resolution that will do away with the existing road acceptance procedure and require any road that is requested to be adopted into the county system to be brought to current county development standards before it will be considered by the BOC.

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

13. 2021 - 23 - Reappoint Members to LC Veterans Affairs Committee - William Rittenhouse & Daniel Bosanko

Reappoint Members to Lumpkin County Veterans Affairs Committee - William Rittenhouse to Seat 1 & Daniel Bosanko to Seat 2 both with terms expiring 04.14.2025

Motion: A motion was made by Chairman Dockery to appoint William Rittenhouse to Seat 1 with a term expiring 04/14/2025. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

Motion: A motion was made by Chairman Dockery to appoint Daniel Bosanko to Seat 2 with a term expiring 4/14/2025. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

14. 2021 - 24 - Reappoint Member to LC Water & Sewerage Authority - Murl Jones to Seat 7, term expiring 05.31.2025

Reappoint Member to LC Water & Sewerage Authority - Murl Jones to Seat 7, term expiring 05.31.2025

Motion: A motion was made by Chairman Dockery to appoint Murl Jones to Seat 7 with a term expiring 5/31/2025. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

15. 2021 - 25 - Appoint Members to 2022 Lumpkin County Comprehensive Plan Advisory Committee (Planning Director Bruce Georgia)

Request the BOC nominate and approve members to serve on the 2022 Comprehensive Plan Advisory Committee.

Motion: A motion was made by Chairman Dockery to approve the following members: Tony Nunley, Barbara Bosanko, Bruce Georgia, Larry Reiter, Rebecca Mincey, and Sean Phipps, with the other members to be decided at a later date. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

16. 2021 - 26 - Amend the 2021 Budget Calendar for FY2022 Budget (Finance Director Abby Branan)

Amend the 2021 Budget Calendar for FY2022 Budget Due to a Date Error

Motion: A motion was made by District 2 Commissioner Mayfield to approve Amend the 2021 Budget Calendar for FY2022 Budget. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

17. 2021 - 27 - Request to Remove Old Body Cooler from Surplus (Coroner Mark Cox)

Consideration of removal of old body cooler from surplus.

Motion: A motion was made by District 3 Commissioner Stringer to approve Request to Remove Old Body Cooler from Surplus. 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

18. 2021-015 - Disaster Debris Monitoring Contract - Thompson Consulting Services, LLC (Public Works Director Larry Reiter)

Extend contract with Thompson Consulting Services, LLC for an additional year.

Motion: A motion was made by District 4 Commissioner Moran to approve Disaster Debris Monitoring Contract - Thompson Consulting Services, LLC. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

19. 2021-016 - Disaster Debris Monitoring Secondary Contract - Goodwyn, Mills, & Cawood (Public Works Director Larry Reiter)

Extend contract with Goodwyn, Mills, and Cawood for an additional year.

Motion: A motion was made by District 3 Commissioner Stringer to approve Disaster Debris Monitoring Secondary Contract - Goodwyn, Mills, & Cawood. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

20. 2021-017 - Library Pavilion Construction RFP (Special Projects Director Allison Martin)

Library Pavilion Construction RFP

Motion: A motion was made by District 3 Commissioner Stringer to table this until a later date. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

21. 2021-018 - Georgia Power Easement Request - Chesterra Drive (Public Works Director Larry Reiter)

Georgia Power is requesting a tree trimming/clearing easement along the existing power line.

Motion: A motion was made by District 3 Commissioner Stringer to approve Georgia Power Easement Request - Chesterra Drive. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

22. 2021-019 - Scrap Tire Abatement Reimbursement Program (Finance Director Abby Branan)

The Georgia Environmental Protection Division (EPD) Local Government Scrap Tire Abatement Reimbursement Program provides reimbursement for the costs of removing, transporting, and processing scrap tires cleaned up from identified, state-listed scrap tire dumps; removed from city and county right-of-ways; and collected during scrap tire amnesty events.

Motion: A motion was made by District 2 Commissioner Mayfield to approve Scrap Tire Abatement Reimbursement Program. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

23. 2021-020 - Legacy Link FY-2021 Addendum #2 Contract (Senior Center Manager Linda Kirkpatrick)

CONTRACT ADDENDUM #2 - SFY2021 This amends the contract that Lumpkin County Board of Commissioners entered into with Legacy Link, Inc. (Contract #2020-039 A-S approved on September 29, 2020) for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening and support services, and Transportation for senior adults in Lumpkin County.

Motion: A motion was made by District 4 Commissioner Moran to approve Legacy Link FY-2021 Addendum #2 Contract. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

24. 2021-021 - Airport Fencing Project (Public Works Director Larry Reiter)

Contract approval- Airport fence and parking lot as per airport CIP.

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

OTHER ITEMS

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

Special Event Permit allowing R-Ranch in the Mountains to hold the Mountain Top Rodeo event June 10-13, 2021 at the R-Ranch.

Motion: A motion was made by District 4 Commissioner Moran to approve Special Event Permit Request – R-Ranch in the Mountains. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

26. Special Event Permit Request – Southern Bounty Series at Iron Mountain Resort (County Clerk Melissa Witcher)

Special Event Permit allowing Holly Theatre to hold the Southern Bounty Series event May 21-22, 2021 at the Iron Mountain Resort.

Motion: A motion was made by District 2 Commissioner Mayfield to approve Special Event Permit Request – Southern Bounty Series at Iron Mountain Resort. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

27. Alcoholic Beverage License - The Oar House, Inc. (County Clerk Melissa Witcher)

This is for the issuance of an alcoholic beverage license for Beer & Wine Consumption on Premises located at 3072 Hwy 52 E, Dahlonega, GA 30533.

Motion: A motion was made by District 2 Commissioner Mayfield to approve Alcoholic Beverage License - The Oar House, Inc.. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

28. Alcoholic Beverage License - BJ Creek, LLC. d/b/a Clay Creek Falls Grocery (County Clerk Melissa Witcher)

This is for the issuance of an alcoholic beverage license for Beer & Wine Package sales located at 2261 Oak Grove Road, Dahlonega, GA 30533.

Motion: A motion was made by District 2 Commissioner Mayfield to approve Alcoholic Beverage License - BJ Creek, LLC. d/b/a Clay Creek Falls Grocery. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

29. Alcoholic Beverage License - CGN Properties, LLC d/b/a The Mountain Top Lodge (County Clerk Melissa Witcher)

This is for the issuance of an alcoholic beverage license for Beer & Wine Consumption on Premises located at 447 Mountain Top Lodge Road, Dahlonega, GA 30533.

Motion: A motion was made by District 2 Commissioner Mayfield to approve Alcoholic Beverage License - CGN Properties, LLC d/b/a The Mountain Top Lodge. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

30. Additional ROW for Bridge Replacement - Little Mountain Road (Public Works Director Larry Reiter)

Request for approval of the purchase of additional right of way for bridge replacement on Little Mountain Rd.

Motion: A motion was made by District 2 Commissioner Mayfield to approve option A, which is to allow staff to complete the deed work and purchase two 0.11-acre tracts of land for \$3,000 each and relocate the fences at needed. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

31. Johnnie Collins Way Bridge Repair and Lanier Drive Culvert Replacement (Finance Director Abby Branan)

Discuss options to pay for emergency bridge repair on Johnnie Collins Way and emergency culvert replacement on Lanier Drive.

Motion: A motion was made by District 4 Commissioner Moran to approve using the 2020 SPLOST funds. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

32. 2020 SPLOST 2021 Work Plan Amendment (Finance Director Abby Branan)

Consideration of Amending the 2020 SPLOST 2021 Work Plan to include emergency bridge repair on Johnnie Collins Way.

Motion: A motion was made by District 3 Commissioner Stringer to approve 2020 SPLOST 2021 Work Plan Amendment. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

33. Consideration of Move to Self Insurance (Community & Employee Services Director Alicia Davis)

Consideration of Move to Self-Insurance Plus Renewal of Dental, Disability, Life and Vision Insurances

Motion: A motion was made by District 1 Commissioner Miller to approve option A, which is to move to self-insurance and continue with other voluntary coverage as outlined in the staff analysis. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

34. Development Services of Lumpkin County New Logo Design (Special Projects Director Allison Martin)

Development Services of Lumpkin County New Logo Design

Motion: A motion was made by Chairman Dockery to table until next month. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Stringer gave a brief update on the status of the Water & Sewerage Authority's projects on Old Dahlonega Highway/Longbranch extension and Castleberry/Auraria Roads.

PUBLIC COMMENTS

ADJOURNMENT

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

The meeting was adjourned at 7:26 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Apr 20, 2021 6:00 PM (MINUTES)

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



April 21, 2021
 9:00 AM

CALL TO ORDER

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

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

CONSIDERATION OF AGENDA

EXECUTIVE SESSION - PERSONNEL

Motion: A motion was made by Chairman Dockery to enter executive session at 9:04 am. The motion was seconded by Commissioner Moran. The motion was approved and carried.

Commissioner Miller departed the meeting at 10:23 am.

Motion: A motion was made by Commissioner Mayfield to exit executive session and re-enter regular session at 1:13 pm. The motion was seconded by Commissioner Stringer. The motion was approved and carried.

There were no announcements from executive session.

ADJOURNMENT

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

The meeting was adjourned at 1:13 pm.

 Date

 Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Apr 21, 2021 9:00 AM (MINUTES)

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



April 23, 2021
 9:00 AM

CALL TO ORDER

The meeting was called to order at 9:05 AM by Chairman Chris Dockery

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

CONSIDERATION OF AGENDA

EXECUTIVE SESSION - PERSONNEL

Motion: A motion was made by Commissioner Mayfield to enter executive session. The motion was seconded by Commissioner Stringer. The motion was approved and carried, and the meeting entered into executive session at 9:05 AM.

Motion: A motion was made by Commissioner Mayfield to re-enter regular session at 1:13 PM. The motion was seconded by Commissioner Stringer. The motion was approved and carried.

There were no announcements from Executive Session.

ADJOURNMENT

The meeting was adjourned at 1:13 PM.

 Date

 Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

Attest:

 Melissa Witcher
 County Clerk, Lumpkin County

LUMPKIN COUNTY
Board of Commissioners
Special Called Meeting Minutes
1st Floor Conference Room



April 26, 2021
 4:00 P.M.

CALL TO ORDER

The meeting was called to order at 4:03 PM by Chairman Chris Dockery

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

CONSIDERATION OF AGENDA

EXECUTIVE SESSION - PERSONNEL

Motion: A motion was made by Commissioner Mayfield to enter executive session. The motion was seconded by Commissioner Stringer. The motion was approved and carried, and executive session began at 4:03 pm.

Motion: A motion was made by Commissioner Mayfield to exit executive session and re-enter regular session at 5:50 pm. The motion was seconded by Commissioner Moran. The motion was approved and carried.

There were no announcements from Executive Session.

ADJOURNMENT

The meeting was adjourned at 5:50 pm.

 Date

 Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

Attest:

 Melissa Witcher
 County Clerk, Lumpkin County

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



April 27, 2021
 3:30 P.M.

CALL TO ORDER

The meeting was called to order at 3:47 PM by Chairman Chris Dockery

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

CONSIDERATION OF AGENDA

EXECUTIVE SESSION - PERSONNEL

Motion: A motion was made by Commissioner Mayfield to enter executive session. The motion was seconded by Rhett Stringer. The motion was approved and carried, and executive session began at 3:47 pm.

Motion: A motion was made by Commissioner Mayfield to exit executive session and re-enter regular session at 7:39 PM. The motion was seconded by Jeff Moran. The motion was approved and carried.

There were no announcements from Executive Session.

ADJOURNMENT

The meeting ended at 7:39 PM.

 Date

 Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

Attest:

 Melissa Witcher
 County Clerk, Lumpkin County



Lumpkin County, Georgia

Board of Commissioners Department

Date: May 4, 2021

Agenda Item: Appoint Members to 2022 Lumpkin County Comprehensive Plan Advisory Committee

Item Description: Appoint Members to 2022 Lumpkin County Comprehensive Plan Advisory Committee

<Insert Resolution Here>

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: May 4, 2021

Agenda Item: Appoint/Reappoint Members to LC Library Board of Trustees

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

<Insert Resolution Here>

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: May 4, 2021

Agenda Item: Reappoint Member to AVITA Board - Barbara Bosanko with a term expiring 06.30.2024

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

<Insert Resolution Here>

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: May 4, 2021

Agenda Item: Reappoint Member to DFACS Board - Lagala Fugate to Seat 3, term expiring 06.30.2026

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

<Insert Resolution Here>

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: May 4, 2021

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

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

<Insert Resolution Here>

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: May 4, 2021

Agenda Item: Appoint Member to Tourism Board

Item Description: Appoint Member to Tourism Board

<Insert Resolution Here>

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Finance Department

Date: May 4, 2021

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

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

<Insert Resolution Here>

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:

Enotah Circuit Meeting Minutes 04272021
FY2022 Enotah Circuit Budget Worksheet - Final
Public Defender two year budget review 21-22 Proposed 04.21.21

Minutes of the Enotah Judicial Circuit Budget Meeting

Held Tuesday, April 27, 2021 at 8:30am

On Tuesday, April 28, 2021 at 8:30am members of the Enotah Judicial Circuit counties met in order to discuss the proposed budgets for Fiscal Year 2022 for the Superior Court, Juvenile Court, District Attorney's Office, and Public Defender's Office. The meeting was held in the Board Room at the White County Administration Building. Present for the meeting were:

- Representing White County: Chairman Travis Turner, Commissioner Lyn Holcomb, County Manager Jason Cobb, and Finance Director Jodi Ligon;
- Representing Lumpkin County: Chairman Chris Dockery, County Manager Stan Kelley, and Finance Director Abby Branan;
- Representing Towns County: Commissioner Cliff Bradshaw and Finance Director Andrea Anderson;
- Representing Union County: Commissioner Lamar Paris (via Zoom)
- Representing the various Enotah Judicial Circuit Offices: Chief Superior Court Judge Raymond George, Superior Court Judge Buck Levins, Juvenile Judge Jeremy Clough, District Attorney Jeff Langley, Public Defender Penny Hunter, and Public Defender Assistant Janet Ash.

Chairman Turner opened the meeting by welcoming everyone and introductions were made by those present.

Chief Judge George presented the proposed budget for the Superior Court. Judge George stated there had been no jury trials or grand jury since last year due to the COVID emergency order, but all other courts had been in session. He discussed the mandatory requirement for masks and PPE. The budget proposed reflected a decrease of .11% (-\$100.00).

Judge Clough presented the proposed budget for the Juvenile Court. He stated that Juvenile court had continued through the pandemic. Judge Clough presented and requested that the Family Court Coordinator position be placed on the payroll system through White County only as a pass-through. The position is a state grant funded position and no funds would be required from the Enotah counties. If grant funding ended, the position ended. Chairman Turner confirmed that White County would act as the conduit for the court coordinator position. Judge George also mentioned there is an opportunity in the near future that he would be reviewing for an additional Law Clerk position that would also be funded with a state grant. The budget proposed reflected an increase of .34% (\$650.00).

District Attorney Jeff Langley presented the proposed budget for the District Attorney's office. The budget proposed reflected an increase of 3.4% (\$16,510), he estimates an increase of 1.7% each year for 2021 and 2022. Mr. Langley stated that the increase was related to equipment lease cost, which are being shifted from the county budgets to the circuit budget, and also reflects an approximate 2% salary increase. Mr. Langley stated the State sends him the SPCR salary and benefits percentages and fees for his budget request. The printing requested budget was discussed by Chairman Dockery. Mr. Langley stated he could reduce the printing budget from \$1,000 to \$500.

Public Defender Penny Hunter presented the budget for the Public Defender's office. Ms. Hunter expressed that the budget and budget process is still new to her and that she did not make a lot of changes this year other than merit increases to the county funded administrative positions. Two scenarios were presented (see attached). Scenario #1 includes increases for the county funded administrative positions, with scenario #2 including increases to the county funded PD assistants also. The Circuit agreed to the increases for the county funded administrative positions. The proposed budget reflects a 1.19% increase (\$5,486).

Chairman Turner and Commissioner Holcomb noted having a conversation with the White County Clerk of Court and the decline of revenue with the state probation fees. There was a discussion with those present regarding the state probation fees.

Commissioner Paris noted the American Rescue Plan and the possible use of that funding to cover the increase for the Circuit budget. Chairman Dockery stated that it should be up to the individual county as to how they fund their portion of the increase. Judge Levins stated that he had been assigned to assist in the request for grant relief. He stated areas that would continue to be affected and costs would continue to increase. He does not know specifically what funds will be received for the court system. Chairman Dockery expressed concern over the backlog and additional expense, such as PPE and staff, and is this a crisis that we are facing with the increased costs. Chairman Dockery stated the responsible thing to do is address it in this budget and we have to plan as if we don't get funding. Mr. Langley stated he can manage with his proposed budget. Chairman Turner suggested that the Circuit come back together to review the needs and funding if and when that time arises.

Ms. Ligon reviewed the circuit budgets and worksheets. She stated there are two budget proposals, one using \$0 fund balance and one using \$19,691 fund balance. Both budgets propose an increase to all four county contributions. Due to the pandemic and the Circuit not meeting in 2020, the same budget was adopted for FY2021 and FY2020. She stated this decreased fund balance and there had always been a consensus to maintain a fund balance in case of an unexpected trial or event.

Following discussion, there was a consensus to approve the Enotah Circuit budget as presented using \$0 fund balance, using the FY2010 census numbers and the decrease in the District Attorney's printing budget from \$1,000 to \$500.

There was also a consensus to approve Scenario #1, using \$10,070.12 of fund balance for the FY2022 Public Defender's budget.

In final summary, the Fiscal Year 2022 proposed budgets for the Enotah Judicial Circuit to be presented to the four (4) circuit counties for approval are as follows:

Superior Court: \$87,740 (-.11%)

Juvenile Court: \$190,185 (+.34%)

District Attorney: \$509,863 (+3.35%)

-----Total: \$819,318 (+2.27%)

-----Minus State Grant & Misc. Revenue & \$0 Fund Balance \$100,525

-----Total To Be Funded By Counties @ Pro Rata Share \$687,263

-----Plus 4% Administrative Fee \$31,530.00 @ Pro Rata Share

Total This Portion: \$718,793.00

Public Defender:

-----Total: \$467,098.21 (+1.19%)

-----Minus Fund Balance \$10,070.12

-----Total To Be Funded By Counties @ Pro Rata Share \$430,264.18

-----Plus 7% Administrative Fee \$26,763.91 @ Pro Rata Share

Total This Portion: \$457,028.09

Grand Total To Be Funded By Counties @ Pro Rata Share for FY 2022 = \$ 1,117,527.18 +Admin Fees

Lumpkin and White Counties would be presenting the proposed budget to their Boards of Commission within the next thirty (30) days, advising the circuit group of the results.

There was also a consensus to move the Enotah Circuit bank account from South State Bank to United Community Bank.

Mr. Langley stated he would be submitting the SPCR grant contract for Board approval.

The meeting was adjourned.

	Circuit-Wide			Juvenile			District Attorney			Superior			Total Circuit		
	Approved FY 2021		Proposed FY 2022	Amended FY 2021		Proposed FY 2022	Approved FY 2021		Proposed FY 2022	Approved FY 2021		Proposed FY 2022	Amended FY 2021		Proposed FY 2022
Salaries				\$125,750		\$125,750	\$301,980		\$308,020	\$60,000		\$60,000	\$487,730		\$493,770
DA Salary Supplements/related costs	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0
Health Insurance	\$0		\$0	\$31,183		\$31,183	\$70,975		\$72,446	\$0		\$0	\$102,158		\$103,629
Life Insurance	\$0		\$0	\$297		\$297	\$0		\$0	\$0		\$0	\$297		\$297
Vision Premium	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0
Short Term Disability	\$0		\$0	\$488		\$488	\$0		\$0	\$0		\$0	\$488		\$488
Long Term Disability	\$0		\$0	\$465		\$465	\$0		\$0	\$0		\$0	\$465		\$465
Dental Insurance	\$0		\$0	\$168		\$168	\$0		\$0	\$0		\$0	\$168		\$168
Social Security	\$0		\$0	\$9,620		\$9,620	\$23,102		\$23,564	\$4,840		\$4,840	\$37,562		\$38,024
Medicare	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0
Retirement	\$0		\$0	\$8,153		\$9,303	\$53,140		\$60,591	\$0		\$0	\$61,293		\$69,894
Unemployment	\$0		\$0	\$0		\$0	\$582		\$229	\$0		\$0	\$582		\$229
Workers Comp	\$0		\$0	\$761		\$511	\$5,274		\$3,913	\$0		\$0	\$6,035		\$4,424
Professional Dues	\$0		\$0	\$350		\$300	\$5,500		\$5,500	\$1,900		\$1,600	\$7,750		\$7,400
Insurance Liability	\$0		\$0	\$0		\$0	\$3,700		\$3,700	\$0		\$0	\$3,700		\$3,700
Leases> 12 months	\$0		\$0	\$2,000		\$2,600	\$6,500		\$11,000	\$5,800		\$6,000	\$14,300		\$19,600
Printing	\$0		\$0	\$100		\$100	\$1,000		\$500	\$0		\$0	\$1,100		\$600
Advertising Legal	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0
Training	\$0		\$0	\$400		\$400	\$0		\$0	\$700		\$700	\$1,100		\$1,100
Travel	\$0		\$0	\$4,500		\$4,500	\$1,000		\$1,000	\$300		\$300	\$5,800		\$5,800
Miscellaneous	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0
Professional Services-Legal	\$0		\$0	\$0		\$0	\$600		\$600	\$0		\$0	\$600		\$600
Prof. Services-Other	\$0		\$0	\$0		\$0	\$5,000		\$5,000	\$0		\$0	\$5,000		\$5,000
Vehicle Repair & Maintenance	\$0		\$0	\$0		\$0	\$300		\$300	\$0		\$0	\$300		\$300
Rent	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0
Utilities	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0
Supplies-Network	\$0		\$0	\$0		\$0	\$0		\$0	\$300		\$300	\$300		\$300
Supplies-Office	\$0		\$0	\$1,100		\$1,000	\$6,000		\$6,000	\$6,000		\$6,000	\$13,100		\$13,000
Postage	\$0		\$0	\$200		\$500	\$1,200		\$1,000	\$2,000		\$2,000	\$3,400		\$3,500
Subs & Pubs	\$0		\$0	\$2,000		\$1,500	\$2,000		\$1,000	\$3,000		\$3,000	\$7,000		\$5,500
Telephone	\$0		\$0	\$2,000		\$1,500	\$5,500		\$5,500	\$3,000		\$3,000	\$10,500		\$10,000
Circuit Administrator	\$30,418		\$31,530	\$0		\$0	\$0		\$0	\$0		\$0	\$30,418		\$31,530
Totals	\$30,418		\$31,530	\$189,535		\$190,185	\$493,353		\$509,863	\$87,840		\$87,740	\$801,146		\$819,318
Change	\$1,112		3.66%	\$650		0.34%	\$16,510		3.35%	(\$100)		-0.11%	\$18,172		2.27%

				County Population				REVENUES				Quarterly Payments			
								County% share as of FY2010 census				FY 2021			

	Approved FY 2021	Scenario 1 Proposed FY 2022	Scenario 2 Proposed FY 2022
County Funded PD Assistants	\$ 242,042.05	\$ 241,100.13	\$ 250,865.
County Funded PD Administrative	\$ 135,416.42	\$ 141,241.40	\$ 141,241.
7% admin fee to State for personnel contract	\$ 26,422.09	\$ 26,763.91	\$ 27,447.
subtotal personnel costs	\$ 403,880.56	\$ 409,105.44	\$ 419,554.
Copying Expense	\$ 1,500.00	\$ 1,500.00	\$ 1,500.
Court Reporter Services	\$ -	\$ -	\$ -
Minor Equipment	\$ 5,000.00	\$ 5,000.00	\$ 5,000.
Office Supplies	\$ 10,000.00	\$ 10,000.00	\$ 10,000.
Postage	\$ 500.00	\$ 500.00	\$ 500.
Printing	\$ 800.00	\$ 800.00	\$ 800.
Professional Organization Dues	\$ 2,900.00	\$ 2,900.00	\$ 2,900.
Reference Books/Law Books	\$ 4,000.00	\$ 4,000.00	\$ 4,000.
Repairs	\$ 500.00	\$ 500.00	\$ 500.
Subscriptions	\$ -	\$ -	\$ -
Telephone Expense	\$ 4,000.00	\$ 4,000.00	\$ 4,000.
Training (outside)	\$ 1,250.00	\$ 1,250.00	\$ 1,250.
Transcripts	\$ 800.00	\$ 800.00	\$ 800.
Travel (outside)	\$ 500.00	\$ 500.00	\$ 500.
Equipment Lease	\$ 4,000.00	\$ 4,000.00	\$ 4,000.
subtotal office expenditures	\$ 35,750.00	\$ 35,750.00	\$ 35,750.
Administration of the budget (paid to Lumpkin Co.)	\$ 21,981.53	\$ 22,242.77	\$ 22,765.
	\$ 461,612.09	\$ 467,098.21	\$ 478,070.

Change	\$ 5,486.12	1.19%	\$ 16,458.04	3.5
Less Use of Fund Balance	\$ 4,584.00	\$ 10,070.12	\$ -	

SCENARIO 1

County Pro Rata Annual Share (population)			increase FY	New qtrly am
Lumpkin County 33.69%	\$ 146,582.71	\$ 146,582.71	\$ -	\$ 36,645.
Towns County 11.77%	\$ 55,122.71	\$ 55,122.71	\$ -	\$ 13,780.
Union County 24.01%	\$ 112,425.82	\$ 112,425.82	\$ -	\$ 28,106.
White County 30.52%	\$ 142,896.85	\$ 142,896.85	\$ -	\$ 35,724.
	\$ 457,028.09	\$ 457,028.09	\$ -	
difference	\$ -	\$ 0.00		

SCENARIO 2

County Pro Rata Annual Share (population)			increase FY	New qtrly am
Lumpkin County 33.69%	\$ 146,582.71	\$ 153,408.21	\$ 6,825.50	\$ 38,352.
Towns County 11.77%	\$ 55,122.71	\$ 57,647.57	\$ 2,524.86	\$ 14,411.
Union County 24.01%	\$ 112,425.82	\$ 117,574.40	\$ 5,148.58	\$ 29,393.
White County 30.52%	\$ 142,896.85	\$ 149,439.95	\$ 6,543.10	\$ 37,359.
	\$ 457,028.09	\$ 478,070.13	\$ 21,042.04	
difference	\$ -	\$ 0.00		



Lumpkin County, Georgia

County Manager Department

Date: May 4, 2021

Agenda Item: ACCG Senior Management 401A Retirement Plan

Item Description: ACCG Senior Management 401A Retirement Plan

<Insert Resolution Here>

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:

20210504135542467



ACCG 401(a) Defined Contribution Plan for Senior Management

WHAT IS A 401(A) DEFINED CONTRIBUTION PLAN?

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

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

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

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

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

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

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

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

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

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

ACCGRetirement.org



Lumpkin County, Georgia

Election and Voter Registration Department

Date: May 4, 2021

Agenda Item: IGA City of Dahlonega & Lumpkin County - 2021 Municipal Election

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

Facts & Historical Information:

O.C.G.A 21-2-45 states that the governing authority of any municipality may authorize any county within which that municipality wholly or partially lies to conduct any or all elections for the municipality.

O.C.G.A 21-2-45 also states that the municipality shall pay the county all costs incurred in performing those functions which the municipality has requested the county to perform.

The City of Dahlonega contacted the Elections Office to ask if the Board of Elections and Registration would be willing to conduct the 2021 Municipal General Election.

The Board of Elections agreed to conduct the 2021 Municipal General Election, excluding all responsibility and tasks associated with qualifying and Ethics/Financial Filings. All procedures for this election will be determined by the Board of Elections and Registration. All costs incurred by conducting this election will be paid by the City of Dahlonega. This agreement is for the 2021 Municipal General Election and does not include any future elections to be held by the City of Dahlonega.

The City of Dahlonega will be voting on an ordinance to authorize the Lumpkin County Board of Elections and Registration to conduct their 2021 Municipal General/Special Election. Any agreement with the County and the City of Dahlonega will be contingent on the passing of this ordinance.

Conducting the 2021 Municipal General/Special Election will impact the daily tasks and responsibilities of the Elections Office as well as the non-election year projects and election preparations for 2022 that are currently underway. Adjustments will have to be made by the Elections Office to conduct this election; however, there should be no cost or financial burden placed on the

County.

Please Note: With the passage of SB202 an additional Saturday voting will be required for this election. That mandatory Saturday voting will be October 16, 2021. This will be the Saturday of Gold Rush. The parking area located around the Elections Office will have to remain open to only voters and access to the Elections Office and parking area cannot be blocked at any time.

**Potential Courses
Of Action:**

- A. Approve the Intergovernmental Agreement with the City of Dahlonega.
- B. Do not approve the Intergovernmental Agreement with the City of Dahlonega.

Budget Impact:

There will be no impact to the budget as the City of Dahlonega will be responsible for all cost associated with this election.

Staff Recommendation: **Approve the IGA with the City of Dahlonega**

Attachments:

IGA 2021 Muni Election (003)
Exhibit A muni election structure 2021

STATE OF GEORGIA
COUNTY OF LUMPKIN

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

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

WITNESSETH:

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

WHEREAS, the City desires to contract with County, subject to the approval of the Lumpkin County Board of Elections and Registration, to conduct the 2021 General Municipal/Special Election to be held on November 2, 2021; and

WHEREAS, the City has authorized the Mayor and Clerk to enter into this Agreement with the County, and the County has agreed to conduct and supervise such election for the City upon the terms and conditions hereinafter set forth; and

Attachment: IGA 2021 Muni Election (003) (2021-022 : IGA City of Dahlonega & Lumpkin County - 2021 Municipal Election)

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

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

1.

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

2.

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

3.

The City shall reimburse the County for the expenses incurred by the County and its Board of Elections and Registration associated with the 2021 Municipal General/Special

Election, including, without limitation, the compensation of time and required trainings of the County Elections Manager, the Elections Technician, Board of Elections Members, and all poll workers, and the cost of materials and supplies needed to conduct the 2021 Municipal General/Special Election. Such expenses shall be submitted to the City within sixty (60) days of the conclusion of the election covered by this agreement, and such expenses shall be paid by the City within thirty (30) days of the date of such invoice.

4.

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

5.

The County shall not be responsible for the furnishing of any legal services in the form of legal opinion or defenses in any litigation arising by reason of the 2021 General Municipal/Special Election; all such services shall be furnished by the City at no cost to the County. Notwithstanding the foregoing, in the event that the Board of Elections and Registration is required to hear any challenge(s) regarding the November General Municipal/Special Election of whatever kind (e.g. challenge to candidacy or to electors, etc.), the Board of Elections and Registration shall have the right to be advised and represented by its legal counsel, and the City shall, within thirty (30) days of request from the Board of Elections and Registration, fully reimburse the County any and all legal fees and other costs and expenses

incurred by it (through its Board of Elections and Registration) in connection with all such challenge(s). It is additionally understood and agreed that the City shall be solely responsible for obtaining preclearance, if any, required by law from the U.S. Department of Justice in connection with the 2021 General Municipal/Special Election.

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

6.

The Contract may be terminated by either party by giving notice to the other party, in writing, of its intent to terminate this Contract no fewer than ninety (90) days prior to the effective date of such termination. In the event of termination, any funds due to the County by the City for work performed by the Board of Elections and Registration through the date of termination shall be paid by the City no later than thirty (30) days following the date of termination of the Contract.

7.

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

8.

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

9.

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

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

LUMPKIN COUNTY, GEORGIA

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

ATTEST:

Melissa Witcher, County Clerk
Lumpkin County

CITY OF DAHLONEGA

By: _____
Sam Norton, Mayor
City of Dahlonega

ATTEST:

Mary Csukas, City Clerk
City of Dahlonega

**LUMPKIN COUNTY BOARD OF
ELECTIONS AND REGISTRATION**

ATTEST:

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

Ashley Peck, Supervisor of Elections
Lumpkin County Board of Elections

Attachment: IGA 2021 Muni Election (003) (2021-022 : IGA City of Dahlonega & Lumpkin County - 2021 Municipal Election)

MUNICIPAL ELECTION STRUCTURE

PERSONNEL	AFFILIATION	DUTIES
CITY QUALIFYING OFFICER:	City	Advertise All Required Qualifying Notices
CITY ATTORNEY:	City	Advertise Call for Special Election to be Held in Conjunction with General Election
CITY ATTORNEY:	City	DOJ approval for Special Election (if applicable)
CITY QUALIFYING OFFICER:	City	Candidate Qualification: All candidate qualification and Ethics/Financial Filings will be the responsibility of the City. The City will provide the Board of Elections a list of all qualified candidates to be placed on the ballot.
CITY ATTORNEY:	City	Special Election Ballot Wording: The City will provide the Board of Elections the wording of all special election questions to be placed on the ballot.
COUNTY ELECTION SUPERINTENDENT:	County	Absentee Inventory/Election Supplies
	County	Design Ballot
	County	Create Ballot Database
	County	Print OS Ballots; Absentee/Provisional/Challenged
COUNTY ELECTION SUPERINTENDENT/POLL WORKER:	County	Election Management System: Upload Database & Memory Cards Voting Equipment: Logic & Accuracy Procedure (L&A)
COUNTY ELECTION SUPERINTENDENT	County	Publish Logic & Accuracy Notice
COUNTY ELECTION SUPERINTENDENT	County	Publish Sample Ballot
COUNTY ELECTION SUPERINTENDENT	County	Order Municipal Electors List
COUNTY ELECTION SUPERINTENDENT	County	Publish Notice of Election/ Advance Voting Dates and Location
COUNTY ELECTION SUPERINTENDENT	County	Publish Notice of Computation
COUNTY ELECTION SUPERINTENDENT COUNTY ELECTION TECHNICIAN: County - Chief Manager County - Assistant Manager (2)	County	Advance Voting: Mail
		Advance Voting: In Person (County will conduct all required Poll Worker Training)
COUNTY ELECTION SUPERINTENDENT COUNTY ELECTION TECHNICIAN: County – Chief Manager County – Assistant Managers (2)	County	Conduct Election Day Voting – 7 A.M. – 7 P.M. (County will conduct all required Poll Worker Training)

Exhibit A

COUNTY ELECTION SUPERINTENDENT COUNTY ELECTION TECHNICIAN VOTE REVIEW PANEL: County – Chief Manager County – Assistant Managers (2)	County	Tabulate votes – OS & In Person Voting equipment
COUNTY ELECTION SUPERINTENDENT	County	Elections Management System: Download Election Results
PROVISIONAL BALLOT PROCESSING (if applicable)	County	Verify eligibility; process and count- include w/certification
COUNTY ELECTION SUPERINTENDENT	County	Election Consolidation / Certification/Notice to Appropriate Entity of all Special Election Results

Exhibit A



Lumpkin County, Georgia

Public Works Department

Date: May 4, 2021

Agenda Item: Oak Grove Roundabout Construction Contract

Item Description: Oak Grove Roundabout Construction Contract

Facts & Historical Information:

Potential Courses Of Action:

Contract Term:

Budget Impact:

Staff Recommendation:



Lumpkin County, Georgia

Special Projects Department

Date: May 4, 2021

Agenda Item: Kelley Building Moving Contract

Item Description: Kelley Building Moving Contract

Facts & Historical Information:

Lumpkin County historically uses the services of a professional moving company when complete departments are moving to a new facility. Using a professional service reduces the chance of a worker's compensation claim, puts the liability on the company, and allows employees to continue to serve the public in these critical departments rather than shutting down to move piece mill. It allows the new facility to open at a ready to serve status. Currently, the county is not receiving any inmate crews to assist in moving departments. If a company is not used, the public buildings staff would be tasked with moving all of the office and common areas to the new facility in addition to keeping up with their daily tasks.

Potential Courses Of Action:

The board can consider awarding a contract to Allied for this service. This is the best course of action as it reduces the chance of a worker's compensation claim and puts the liability on the moving company should anything be damaged during the move. The board can consider directing staff to move all the offices. This is the least favorable course of action as it exposes the county to liability for injuries and the county would have to replace anything damaged during the move.

Contract Term: The contract will be for the duration of the move and until such time any punch list items after the post move survey are rectified.

Budget Impact: These costs are covered as part of the project.

Staff Recommendation: **The recommendation of staff is to award a contract for moving services to Allied. This company moved the library and there were no issues with the service provided.**

Attachments:

Allied Qualifications submission

Allied Cost proposal



April 23, 2021

RFP 2021-003
Moving/Relocation Services

Ryan,

Let me start by stating that we greatly appreciate the opportunity to submit a proposal on the Relocation Project for Lumpkin County Board of Commissioners. To reiterate, we are excited about the possibility of performing a task such as this that allows us to hopefully initiate a relationship that can be of value to both entities for many projects to come. The pricing schematic, outlined in the Pricing Exhibit (pages 3 & 4) reflect all in price based on the various tasks outlined in the agreed upon Move Schedule.

As stated in the initial paragraph, we are seeking to perform all duties associated with the moving scope and move management services for this project. The performance of these duties, particularly with office relocations, are the ideal project for Allied Commercial Services and we look forward to the opportunity in partnering with you on this endeavor.

The advantages of doing business with Allied Commercial Services:

- a. Eliminates the need for excessive vendor management
- b. Efficient timeline management
- c. Having a partner with proven past experience in office relocations

All activities in this initiative will be priced according to the schematic provided in the Project Summary and all positively impacted contracted tasks will be performed in a manner to maximize the benefits related to a single source provisional stance.

Jeremy Pritchett
Senior Vice President, Business Development
Allied Commercial Services, Inc.
Office: 706.660.5193
Cell: 706.573.5953

Attachment: Allied Qualifications submission (2021-024 : Kelley Building Moving Contract)

(Volume I – Qualifications Proposal)

Project Methodology – Relocation Services

No matter the size of your business, we'll manage every detail of your relocation move to ensure you experience efficient results and most importantly little to no impact to your tenants. Careful, thoughtful prior preparation is essential for a successful relocation. Exact details need to be ironed out prior to the commencement of the move. Picking a mover with past, proven performance and experience can make your relocation seamless and cost efficient.

Working with Allied Commercial Services is simple and straight forward because we customize our approach to fit your needs, to deliver your move by planning it carefully around your requirements, schedule and budget.

Getting the right crew for the right job is essential to any move and/or relocation project. Allied Commercial Services generates the optimum crew size to accomplish all projects with little or no downtime. Our relocation services include a staff of only our trained, professional movers, having the ability to minimize damage, maximize performance and generate a fun and positive experience for our staff and our clients.

Experience:

Our expertise in move management relocation guarantees your move will be seamless and successful. Our expertise in move management allows us to quickly and easily access and prepare your tenants for a smooth and seamless transition. We work closely with your team to go through the move process step by step and answer all questions to erase any ambiguity. Our goal is to eliminate obstacles before they happen.

Recent Moves/Relocation Projects:

- Winter Construction Company (Atlanta to Chamblee, GA)
- Anue Water Technology (Tucker, GA)
- The Burkes Company (Atlanta to Alpharetta, GA)
- Main Central Library (Atlanta, GA)
- Lumpkin County Library (Dahlonega, GA)

Qualifications/Abilities of Professional Personnel:

Our knowledgeable and expert teams will make sure your move is well-organized and runs smoothly throughout the process by overseeing every detail of your project. We are dedicated to giving you excellent service while meeting the demands of your project timeline(s). At the beginning of your relocation project, we appoint a move consultant who provides you with a customized plan, built around your exact specifications. Our experienced relocation teams combine tried-and-tested methods along with innovation in order to deliver the best possible results.

(Client References)

Evan Jahn
Senior Project Manager, Heery Russell
Atlanta, GA 30303
(706) 545-4031 (Office)
(678) 925-0888 (Cell)
ronnie.whittington@us.army.mil

Robert E. Davis III
Vice President
Holder, Hunt, Russell, Moody,
A Joint Venture MERCEDES-BENZ STADIUM
38 Mangum St. SW, Atlanta, GA 30313
404-581-4740 (office)
678-249-8382 (Cell)
rdavis@hhrmjv.com

Belinda A. Morrow
Program Manager
2M Design Consultants, Inc.
3130 Hartridge Dr Johns Creek, GA 30022
(404) 931-3888
bmorrow@2mdesignconsultants.com

Christine Argo
Project Manger
CT-Darnell Construction, WTD Holdings, Inc,
2255 Justin Trail
Alpharetta, GA 30004
(404) 277-0819
Christine.Argo@ct-darnell.com

VOLUME II - COST PROPOSAL & REQUIRED DOCUMENTS

*The below price reflects the total cost for the Scope of Services outlined in this proposal. Price includes all costs associated with an on-site project manager, laborers/movers, trucks, fuel, drivers, equipment, travel, delivery of packing material, etc.

Cost Breakdown:

Packing Material/Delivery:

- (boxes, tape, wrapping paper). Labels built into professional move box

\$1,200

IT Equipment Move:

- Only computers, no printers unless desktop printer (owned)

\$850

General Move Cost:

- Consists of loading/moving all staffs' furniture, fixtures, equipment, boxed items, file cabinets, and necessary padding and protection for the transport of all items into new location.

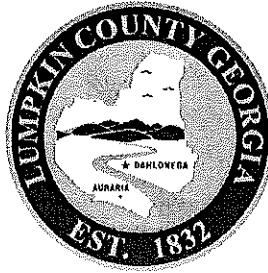
\$6,700

TOTAL Project Cost: (includes all pricing line items above)

\$8,750.00

*The above price reflects the total cost for the Scope of Services outlined in this proposal. Price includes all costs associated with an on-site project manager, laborers/movers, trucks, fuel, drivers, equipment, book carts, dollies, packing material, storage costs, etc.

Attachment: Allied Cost proposal (2021-024 : Kelley Building Moving Contract)



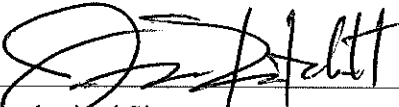
PROPOSER'S TECHNICAL CHECKLIST PROPOSAL SUBMITTAL PACKET
(For use with Volume I- Qualifications Proposal)

Company: Allied Commercial Services

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

****Do not include pricing information in this volume**

- ☒ Proposers Qualification Sheet
- ☒ Tab 1- Project Approach (Methodology)
- ☒ Tab 2- Experience on Similar Projects
- ☒ Tab 3- Qualifications and Abilities for Professional Personnel Projects
- ☒ Tab 4- Client References for Similar Projects


 Authorized Signature

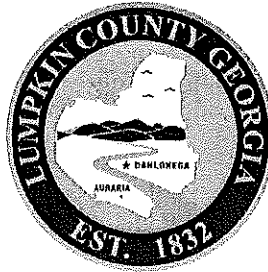
Senior Vice President
 Title

Jeremy Pritchett
 Print Name

4-22-21
 Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

Attachment: Allied Cost proposal (2021-024 : Kelley Building Moving Contract)



PROPOSER'S QUALIFICATION SHEET

All references must include information for whom your company has completed work similar to the Scope of Work in this Proposal. Attach additional page if necessary.

Company Name: Allied Commercial Services

Company <u>Winter Construction Company</u>	
Street Address <u>5616 Peachtree Rd,</u>	
City, State & Zip <u>Chamblee, GA 30341</u>	
Contact Person Name <u>Natalie Adelmund</u>	Title <u>Executive Assistant</u>
Phone <u>404.965.3327</u> FAX _____	Email <u>nadelmund@winter-construction.com</u>
Describe Scope of Work and dates of project/service: <u>Full Relocation of their company from downtown ATL to Chamblee. Jan 2020</u>	
Company <u>LaGrange Memorial Library</u>	
Street Address <u>115 Alford Street</u>	
City, State & Zip <u>LaGrange, GA 30240</u>	
Contact Person Name <u>Keith Schuermann</u>	Title <u>Director of Library</u>
Phone <u>678.577.2241</u> FAX _____	Email <u>kschuermann@gmail.com</u>
Describe Scope of Work and dates of project/service: <u>Relocation of Library to temporary location (renovation). Feb 2021</u>	
Company <u>CT-Darnell</u>	
Street Address <u>2255 Justin Trail</u>	
City, State & Zip <u>Alpharetta, GA</u>	
Contact Person Name <u>Christine Argo</u>	Title <u>Senior Project Mgr</u>
Phone <u>404.931.3888</u> FAX _____	Email <u>Christine.Argo@CT-Darnell.com</u>
Describe Scope of Work and dates of project/service: <u>Relocation of 6 libraries as part of Group 3 Library Project. Various projects in 2020.</u>	

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

Attachment: Allied Cost proposal (2021-024 : Kelley Building Moving Contract)



PROPOSER'S FINANCIAL CHECKLIST AND PROPOSAL SUBMITTAL PACKET
(For Use with Volume II- Cost Proposal)

Company Name: Allied Commercial Services

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

- ☒ Proposer's Information
- ☒ Execution of Proposal
- ☒ Proposal Fee Form
- ☒ Affidavit of Non-Collusion
- ☒ Drug-Free Workplace
- ☒ Addenda Acknowledgement
- ☒ Georgia's Security and Immigration Compliance Act Affidavit
- ☒ Completed W9
- ☒ Proof of Insurance

Authorized Signature

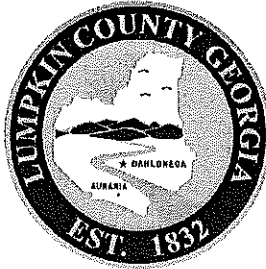
Senior Vice President
 Title

Jeremy Pitabett
 Print Name

4-22-21
 Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

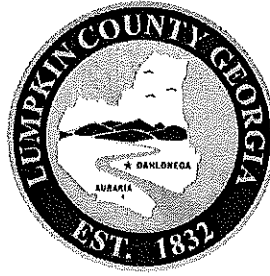
Attachment: Allied Cost proposal (2021-024 : Kelley Building Moving Contract)



PROPOSER'S INFORMATION FORM

1. Legal Business Name Allied Commercial Services
 2. Street Address 5427 Armour Road, Suite B
 3. City, State & Zip Columbus, GA 31909
 4. Type of Business: State of Registration: Corporation
(Association, Corporation, Partnership, Limited Liability Company, etc.)
 5. Name & Title of Authorized Signer: Jeremy Pritchett / Senior Vice President
 6. Primary Contact: Jeremy Pritchett
 7. Phone: 706.573.5953 Fax: _____
 8. E-mail jeremy@alliedcommercialservices.com
 9. Company Website www.alliedcommercialservices.com
 10. Has your company ever been debarred from doing business with any federal, state or local agency?
Yes _____ No ☒
- If yes, please state the agency name, dates and reason for debarment.
- _____
- _____
- _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL



PROPOSER'S EXECUTION OF PROPOSAL FORM

DATE: 4-22-21

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

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

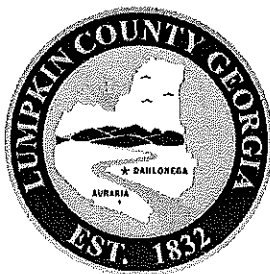
Therefore, in compliance with the foregoing proposal, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

Allied Commercial Services
Business Name

[Signature] 4-22-21
Authorized Signature Date

Jeremy Pritchett Senior Vice President
Typed Name & Title

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



PROPOSAL FEE FORM

I have read and understand the requirements of this **RFP # 2021-003 MOVING SERVICES** and agree to provide required services in accordance with this proposal and all other attachments, exhibits, etc. I understand that the County will not be responsible for the reimbursement of any costs not specifically set forth in this proposal.

Total Project Cost \$ 8,750.00

I hereby certify that this Financial Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Proposal for the same services and is in all respects fair and without collusion or fraud. I certify that I am authorized to sign this Financial Proposal.

Company Name Allied Commercial Services

Authorized Signature [Signature]

Print Name Jeremy Pitchett Date 4-22-21

Attachment: Allied Cost proposal (2021-024 : Kelley Building Moving Contract)



PROPOSER'S AFFIDAVIT OF NON-COLLUSION

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

I certify that I did not prevent or attempt to prevent competition in bidding or proposals by any means whatsoever. I did not prevent or endeavor to prevent anyone from making a bid or proposal by any means whatever. I did not, nor will I, cause or induce another to withdraw a bid or proposal for the work.

I have not directly or indirectly violated subsection (d) of O.C.G.A. § 36-91-21, nor has any officer, representative, agent or other person acting on behalf of my company.

If this oath is false, the contract shall be void, and all sums paid by Lumpkin County on the contract may be recovered by appropriate action.

COMPANY NAME: Allied Commercial Services

[Signature] 4-22-21
Authorized Representative (Signature) Date

Jeremy Pritchett / Senior VP
Authorized Representative/Title

Jeremy Pritchett
(Print or Type)

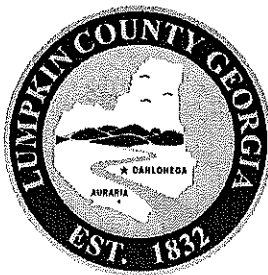
This affidavit is given this 22nd day of April, 2021.

Sworn to and subscribed before me this 22nd day of April, 2021.

Kendra Fishburne
Notary Public

February 19th 2022
Commission Expires

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



DRUG FREE WORKPLACE FORM

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

Allied Commercial Services

whose address is: 5427 Arrow Road, Columbus GA 31909
Suite B

And it is also that:

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

Allied Commercial Services

Name of Sub Contractor

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

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

[Signature]
Signature

4.22.21
Date

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



ADDENDA ACKNOWLEDGEMENT

The Proposer has examined and carefully studied the proposal and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. 1

Addendum No. _____

Addendum No. _____

Addendum No. _____

[Signature]
Authorized Representative (Signature)

7.22.21
Date

Jeremy Pitchett / Senior VP
Authorized Representative/Title
(Print or Type)

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

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



RFP#2021-003 MOVING/RELOCATION SERVICES

ADDENDUM 1

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

Bid Closing Date: April 27, 2021 at 2:00 PM, EST

Bid Issue Date: March 31, 2021

Addendum Issue Date: April 21, 2021 at 5:00 PM, EST

Pages: 2

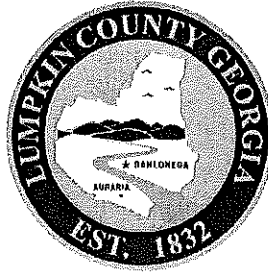
By: Ryan McDuffie, Purchasing Agent

Vendor Name: Allied Commercial Services
 (A copy must be attached to the Addenda Acknowledgement)

1. Are the tvs in the Fire Marshal's offices being moved? Will the moving crew be responsible for installation?
 - a. Yes, no.
2. Are the desks in both Fire Marshals' offices being moved?
 - a. No, just one existing desk set of furniture is being moved. There may be other items in the 2nd office, but not an actual desk.
3. Does the awarded vendor need to provide packing materials such as boxes, tape, padding?
 - a. Yes.
4. Is the County packing all of their own stuff or will the awarded vendor be responsible for packing any of the items?
 - a. County staff will pack their items.
5. Will the awarded vendor be responsible for moving any of the large leased printer/copiers?
 - a. No.
6. Will the awarded vendor be responsible for moving the GIS printer?
 - a. No.
7. Will the awarded vendor be responsible for moving any of the technology such as computers, phones, printers?
 - a. Yes, the desktop printers, computers, and telephones should be moved but the County will be responsible for plugging them back in or hooking them back up.
8. There are rails and moving file cabinets in the Planning office. Will the awarded vendor need to move

and reinstall those?

- a. No, that will be moved by a different contractor and reinstalled.
9. Confirm the number of offices that will be moved.
 - a. ~14.
 10. Can you give any idea of the amount of furniture that will need to be moved?
 - a. At least 13 desks, and the associated task chairs, filing cabinets, side chairs, drafting tables, bookcases, etc. If a more extensive list is needed, staff will need time to survey each area and provide a more comprehensive list in a separate addendum.



Georgia Security & Immigration Compliance (GSIC) Act Affidavit

As per the Georgia Senate Bill 529 and Senate Bill 447, the Georgia Department of Labor has promulgated new rules for the implementation of Section 2. O.C.G.A. §13-10-91 and Chapter 300-10-01-.02 state that no Georgia Public Employer shall enter into a contract for *the physical performance of services within the State of Georgia* unless the Contractor registers and participates in a federal work authorization program to verify the work eligibility information of all of its new employees.

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

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

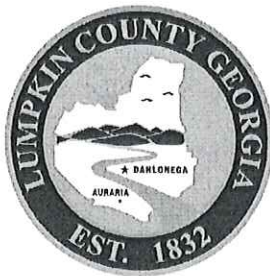
By executing the attached Contractor Affidavit, Contractor verifies its compliance with O.C.G.A. §13-10-91 stating affirmatively that the individual, firm, or corporation which is contracting with the Lumpkin County Board of Commissioners has registered and is participating in this federal work authorization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

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

PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND RETURN IT TO:

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

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LUMPKIN COUNTY BOARD OF COMMISSIONERS

SAVE Affidavit

(Systematic Alien Verification for Entitlements)

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

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

✓ I am a United States citizen; or

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

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

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

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

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

Allied Commercial Services

Applying on behalf/Name of associated business

Jeremy Pritchett
Signature of Applicant

4.22.21
Date

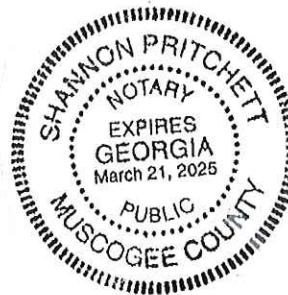
Jeremy Pritchett
Printed Name

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE 23rd DAY OF April 2021

Shannon Pritchett

Notary Public

My Commission Expires: March 21, 2025



*NOTE: O.C.G.A. 50-36-1(e) (2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provides their alien registration number. Because legal permanent residents are included in the Federal definition of "alien," legal permanent residents must also provide their alien registration number. [Page 1 of 2]
THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



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

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

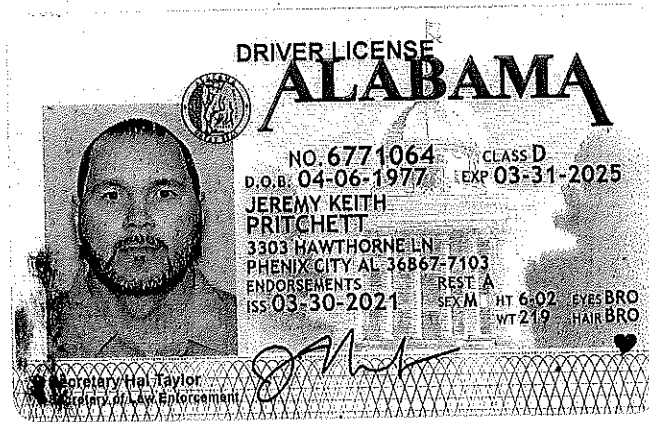
The following list of secure and verifiable documents, published under the authority of O.C.G.A. §50-36-2, contains documents that are verifiable for identification purposes, and documents on this list may not necessarily be indicative of residency or immigration status.

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

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

[Page 2 of 2]

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E-Verify Affidavit

Georgia Security & Immigration Compliance (GSIC) Act (CONTRACTOR) E-VERIFY AFFIDAVIT AND AGREEMENT

The Lumpkin County Board of Commissioners and Contractor agree that compliance with the requirements of O.C.G.A. §13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, *stating affirmatively that the individual, firm, or corporation which is contracting with the Lumpkin County Board of Commissioners has registered with and is participating the federal work authorization program known as "E-Verify", web address <https://e-verify.uscis.gov/enroll/> operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91.* The undersigned Contractor also verifies that he/she/it is using and will continue to use the federal work authorization program throughout the contract period.

The undersigned Contractor agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the Lumpkin County Board of Commissioners, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees the Contractor will advise the Lumpkin County Board of Commissioners of the hiring a new subcontractor and will provide Lumpkin County Board of Commissioners with a Subcontractor Affidavit attesting to the Subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of the hiring before the Subcontractor begins working on the Project. Contractor also agrees to maintain all records of such compliance for inspection by Lumpkin County Board of Commissioners at any time and to provide a copy of each such verification to the Lumpkin County Board of Commissioners at the time the subcontractor(s) is retained to perform such services.

1580761
E-Verify Employment Eligibility Verification User Identification Number

8/25/20
Date of Authorization to Use Federal Work Authorization Program

Allied Commercial Services
NAME OF CONTRACTOR

Senior Vice President
Title of Authorized Officer or Agent of Contractor

[Signature] Jeremy Pritchett
Signature and Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 23rd DAY OF April, 2021

Shannon Pritchett
Notary Public

My Commission Expires: March 21, 2025

* As of the effective date of O.C.G.A. §13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA). Authority O.C.G.A. Sec. §13-10-91. History: Original Rule entitled "Contractor Affidavit and Agreement" adopted. F. May 25, 2007; eff. June 18, 2007, as specified by the Agency.

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Packet Pg. 98

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a) 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Lumpkin County, Georgia

Special Projects Department

Date: May 4, 2021

Agenda Item: GDOC Inmate Work Detail Contract

Item Description: GDOC Inmate Work Detail Contract

Facts & Historical Information:

Lumpkin County has contracted with GDOC – Colwell Detention Center for over 18 years to provide inmate work crews to reduce the need for hiring additional staff for the care of our grounds and facilities. By agreeing to pay the salary of two guards, the county has historically obtained 10 inmates four days week, less any day(s) state agencies are closed. The inmates assist with a variety of maintenance such as lawn care, painting, landscaping, and facility maintenance. The county last contracted for two crews in 2020 but did not receive crews for the majority of last year due to the pandemic. The county has not received crews in 2021. There is no charge per the contract terms if the crews are unable to work. The warden is asking for a decision on whether the county wishes to continue receiving crews. There is a cost increase of \$3,176 on top of last year's increase of \$19,636. County staff assumed maintenance duties for county properties with the exception of the roundabouts and welcome sign when the crews were recalled and not allowed out of the facility. Staff recommends the board consider asking for one crew to assist Parks and Recreation with maintaining their areas and to use a portion of the funds to hire a part-time employee to assist public buildings staff with the balance of the lawn care duties.

Potential Courses Of Action:

The board could consider directing staff to ask for both crews.
The board could consider directing staff to request one crew and add a part time position for public buildings.

Contract Term:

The board could consider not approving a request for any crews.
The contract would run July 1, 2021, thru June 30, 2022.

Budget Impact:

The increase is not included in the '21 budget but can be absorbed as no costs have been incurred. Any adjustment to the '22 operating budget would occur once the board takes action.

Staff Recommendation:

Staff recommends the board consider asking for one crew to assist Parks and Recreation with maintaining their areas and to use a portion of the funds to hire a part-time employee to assist public buildings staff with the balance of the lawn care duties.

Attachments:

FW_ FY22 - Outside Contract Details

From: [Wayne Seabolt](#)
To: [Allison Martin](#)
Subject: FW: FY22 - Outside Contract Details
Date: Thursday, March 11, 2021 11:17:45 AM

From: Hassett, Diane <Diane.Hassett@gdc.ga.gov>
Sent: Thursday, March 11, 2021 8:58 AM
To: Wayne Seabolt <Wayne.Seabolt@LumpkinCounty.GOV>
Subject: FY22 - Outside Contract Details

Good Morning!

I received an email last night from executive leadership regarding FY22 Outside Contract Details. We were informed that the cost of each detail has been increased to \$50,906 and to reach out to advise each of you and to determine your decision in renewing.

COVID certainly derailed FY21 for everyone in every aspect of life and I personal want thank you for your patience and understanding. Please let me know as soon as possible your decision.

Thank you!

Diane

Diane M. Hassett
Superintendent
Colwell Probation Detention Center
189 Beasley Street
Blairsville, GA 30512
diane.hassett@gdc.ga.gov
(706) 745-3610
(404) 694-2877 - Cell
(706)745-7131 - Fax

GDC - REGAINING MOMENTUM

The Georgia Department of Corrections protects the public by operating safe and secure facilities through the development of professional staff and effective offender management.

Attachment: FW_ FY22 - Outside Contract Details (2021-025 : GDOC Inmate Work Detail Contract)



Lumpkin County, Georgia

Parks and Recreation Department

Date:	May 4, 2021
Agenda Item:	United Futbol Academy Soccer
Item Description:	This is a request for a renewal of the Contract for the United Futbol Academy Field Use Agreement for Soccer Programming.
Facts & Historical Information:	We have been under contract with UFA since at least the 2014 Calendar year as our provider of youth soccer. UFA is the only recreational soccer program that operates in Lumpkin County. By contracting with UFA, this allows the Parks and Recreation Department to allocate resources to focus on other sports which run concurrently with the soccer seasons. The majority of counties that we partner with for other sports utilize UFA, which offers a cohesiveness amongst our athletic programs.
Potential Courses Of Action:	1. Renew the contract with UFA. 2. Re-bid the contract. 3. Assume the management of soccer programming internally.
Budget Impact:	Should the BOC desire to assume management of soccer programming internally, a budget amendment would be required. This amendment would need to appropriate enough money for providing staff coverage at all practices and games. Additionally, Referees would need to be hired for each game, and supplies such as goals, nets, balls, cones, flags, and other practice equipment would need to be purchased and maintained.
Staff Recommendation:	Staff recommends renewing the contract for 2021 with UFA.



Lumpkin County, Georgia

Emergency Services Department

Date:	May 4, 2021
Agenda Item:	GEMA Emergency Management Performance Grant (EMPG) FY-2020
Item Description:	This is the annual agreement renewal of the EMPG, between GEMA, (Georgia Emergency Management Agency), and Lumpkin County Emergency Management Agency.
Facts & Historical Information:	Lumpkin County has identified the need to hold the position of an Emergency Manager and agency for the county. By doing this, it has opened many grant opportunities that the county has and will continue to benefit from. This partnership not only has created these grant opportunities, but it is a great asset in helping to provide the safety and protection for the citizens and visitors of Lumpkin County in times of disasters.
Potential Courses Of Action:	A) Accept the proposed agreement and utilize the grant opportunities to aide in the safety and protection of our citizens and visitors. B) Reject the agreement and fund all projects out of our general funds.
Budget Impact:	This agreement is a one for one cash match, but the cash match can be met by utilizing part of the county's EMA Deputy Director's salary, which in turn makes this budget neutral, due to the fact that the Directors' salary and position is already budgeted for.
Staff Recommendation:	It is our recommendation to accept this renewal agreement between GEMA and the Lumpkin County Emergency Management Agency. This will ensure that our citizens and visitors have the highest standards of safety and protection available and also ensure that the vision and goals of our mission for Lumpkin County Emergency Management can be achieved.
Attachments:	Application

Application - Lumpkin County EMPG 2020

Routing in Progress: Field Staff Review (Step 2 of 6)

Application Summary

This form outlines all project details, including Scope of Work, all costs, and location worksheets.

Title: Lumpkin County EMPG 2020

Total Project Cost: \$0.00

Eligible Amount: \$0.00

Federal Allocated Amount: \$10,603.00

Funding Sources: Federal - \$0.00
State - \$0.00
Local - \$0.00

FEMA Obligation Data: Federal Number - < no value >

Workflow Summary

Current Step: 2) Field Staff Review
Description: The Applicant completes the Application, then advances it to the State for approval.

Recipients: EMPG Field Staff (Full Access)

Last Advanced: Apr 30, 2021 at 10:50 AM by Lorraine Morris

Last Note Added: Apr 30, 2021 at 10:50 AM by Lorraine Morris

Submission: Apr 30, 2021 at 10:50 AM by Lorraine Morris

Grant

2020 Emergency Management Performance Grant

Emergency Management Performance Grant
Declared: September 15, 2020
Closed: June 30, 2021

Applicant

Lumpkin County EMA

Name (Legal): Lumpkin County Emergency Management Agency Lumpkin County
FIPS: 187-99187
FEIN #: 58-6000857
Vendor #: 0000014631
DUNS #: 145409260
Type: County Government
Physical: 57 A Pine Tree Way
Dahlonega, GA, 30533
Mailing: 57 B Pine Tree Way
Dahlonega, GA 30533
Dahlonega, GA, 30533

Attachment: Application (2021-027 : GEMA Emergency Management Performance Grant (EMPG) FY-2020)

Introduction

Summary Information

Grant: 2020 Emergency Management Performance Grant

Project Type: EMPG Base Award

Title: Lumpkin County EMPG 2020

Used to help identify the Project. Ex: "Jurisdiction - Project Name".

This application contains Work Activity and Costs in the following areas:

Personnel

Hold Ctrl key to select multiple areas. More Info 

Program Participants:

Lumpkin County Emergency management consists of Lumpkin County and the City of Dahlonega.

List all jurisdictions that are participants in your emergency management program. Identify any jurisdictions that have joined or withdrawn from your program in the last year.

Local Goals / Objectives for this EMPG Grant:

Our Goal is to continue to provide EMA personnel for Lumpkin County (Deputy Director) and the City of Dahlonega. to enhance our abilities to mitigate, respond to and recover from emergencies within our jurisdiction.

For example: enhance warning systems, direction & control, etc.

Primary Contact:

Lorraine Morris - EMA Deputy Director

[Edit](#)

Email Address: lorraine.morris@lumpkincounty.gov

Phone: 706-973-0699

Alternate Contact:

David Wimpy - Chief / EMA Director

[Edit](#)

Email Address: david.wimpy@lumpkincounty.gov

Phone: 706-482-2641

Authorized Contact:

Abby Branan - CFO

[Edit](#)

Email Address: abby.branan@lumpkincounty.gov

Emergency Management
Director:

David Wimpy - Chief / EMA Director

[Edit](#)

Email Address: david.wimpy@lumpkincounty.gov

Phone: 706-482-2641

Grant Financial Officer:

Abby Branan - CFO

[Edit](#)

Email Address: abby.branan@lumpkincounty.gov

Project Details

Do you anticipate using
EMPG Funds towards
projects that involve new
construction or installation of
equipment, E.g. generators,
alarm systems, etc?

No

Do you anticipate using
EMPG Funds towards
projects that effect or involve
modification of buildings or
structures 50 years old or
older?

No

Do you anticipate using
EMPG Funds towards
projects for the installation of
new communication towers,
or the replacement of existing
communications towers?

No

Project Description:

salary for deputy director position

Provide a complete project description. The project description should contain a summary of what specific action is proposed, where it is proposed, how it will be implemented. Include a brief description of the objectives the project is designed to accomplish (the purpose), and the reason the project is needed. If multiple sites are involved, provide the summary for each site.

Project Location

Address Line 1:

Address Line 2:

City:

State:

GA - Georgia

Zip Code:

Latitude:

Longitude:

Base Award Payment Request

☒ Under penalty of perjury, I certify that to the best of my knowledge and belief that all requirements of the 2019 Performance Partnership Agreement (PPA) with the Georgia Emergency Management & Homeland Security Agency have been satisfied. I hereby request payment of the 2020 EMPG Base Award to cover expenses for the period of Sep 15, 2020 through Jun 30, 2021.

Signed by Lorraine Morris on Apr, 30, 2021 ([clear signature](#))

Mailing Address

Address Line 1:

57 pinetree way

Address Line 2:

City:

dahlonega

State:

GA - Georgia

Zip Code:

30533

Federal Funding Accountability and Transparency Act Certification (FFATA)

Attachment: Application (2021-027 : GEMA Emergency Management Performance Grant (EMPG) FY-2020)

You shall report the names and total compensation of each of the five most highly compensated executives for the preceding completed fiscal year, if:

- a. in the sub-grantee's preceding fiscal year, the sub-grantee received
 - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

Are all of the above statements true?

No

Risk Assessment

Agency Tax Status?	Appropriated Division of the Town
Agency Fiscal Year:	Jan - Dec For example: July-June or Jan-Dec
Legal name of the entity to which the FTIN was assigned:	Lumpkin County Commissioner of Roads and Revenue
Does the Physical Address on file match your address as listed on SAM.gov?	No
Address Line 1:	99 Courthouse Hill
Address Line 2:	Finance
City:	dahlonega
State:	GA - Georgia
Zip Code:	30533
Is the Mailing Address on file correct?	Yes 57 B Pine Tree Way Dahlonega, GA 30533 Dahlonega Georgia 30533
Has your organization been audited in the past 12 months?	Yes, by an outside audit firm

Is your organization required to have a single audit conducted in accordance with the Single Audit Act (sub recipient expends \$750,000 or more in federal assistance during its fiscal year)?

Yes

Has the A-133 single audit been submitted to primary pass through Party?

No

Did the organization have significant audit findings from your last single audit regarding program non-compliance?

No

If the single audit has not yet been conducted, when will this be completed?

Jun 30, 2021

What type of accounting system do you use?

Automated

Does your organization have written policies and procedures for checks and balances of all fiscal transactions?

Yes

Does your organization maintain for inspection all the books, documents, payroll papers, accounting records and grant files pertaining to sub grant agreements and contracts for a period of three years after the close of the sub-grant?

Yes

Is the DUNS number on file for your organization correct?

No

DUNS Number:

010102408

Has the DUNS number been registered with the System for Award Management (SAM) at SAM.gov?

Yes

Expiration Date:

Oct 19, 2021

Costs

Fund Allocation

Federal Allocated Amount: \$10,603.00

The EMPG program requires a 50/50 match, which means that in order to be awarded the full allocated amount, the cost for this project must be no less than \$21,206.00. If your total project cost is less than this amount, you will only be awarded up to 50% of your total project cost.

Total Project Cost: \$0.00

Balance: \$21,206.00

Cost Line Items

Classification	Description	Qty	Price	Total
Application Total				\$0.00
Grand Total				\$0.00

Federal Allocation: \$10,603.00

Submitted to Date: \$0.00

Available Balance: \$10,603.00

Funding Sources

Method:	By Percent	By Amount	Funding Source / Other Agency
Estimated Federal Share:	50 %	\$0.00	
Estimated State Share:	50 %	\$0.00	
Estimated Local Share:	0 %	\$0.00	
Total Allocated:	100 %	\$0.00	

Documentation

Document Name:

Certification re: Lobbying, Debarment, Suspension, and
Drug Free Workplace

Actions:



Lumpkin County, Georgia

Parks and Recreation Department

Date:	May 4, 2021
Agenda Item:	UNG Swimming Pool Agreement
Item Description:	This is a contract for a usage agreement between the County and UNG for usage of their pool to instruct swimming lessons and conduct swim team practice.
Facts & Historical Information:	With the closing of the community pool, Parks and Recreation no longer has a facility to use for the instruction of swimming lessons, or for the swim team to practice. UNG has the only publicly accessible pool in the area. We utilized this facility, with the same usage agreement in 2019, and had a successful summer of swim lessons and had a competitive swim team. There were no reported problems or issues throughout the summer.
Potential Courses Of Action:	1. Approve the contract with UNG. 2. Choose to not offer swim team or swimming lessons.
Budget Impact:	The usage fee will be \$1,618, which is a decrease of \$182 from 2019.
Staff Recommendation:	Staff recommends approving the contract with UNG.
Attachments:	LCPR2021 Swim Contract

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

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

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

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

Date/Time of Event: **Swim Lessons** - Monday - Thursday; June 7-10, June 14-17, June 21-24, June 28-July 1, July 12-15, July 19-22 2021; 12:00-1:00pm & 1:00-2:00pm; **Swim Team** - Monday - Thursday; May 17 - July 22, 2021; 7:00-8:30pm. Pool will be closed on July 4.

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

Does this Event Involve Minors: Yes

Area/Room Reserved: Memorial Hall Pool

Special Requirements:

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

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

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

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

Facilities:	UNG Memorial Hall Pool and locker rooms	
	Pool chemicals	\$700.00
Equipment:	Provided by LCPR	NA
Additional Special Services:	UNG staffing during swim team @ \$8.50/hr	\$408.00
	UNG staffing during swim lessons @ \$8.50/hr	\$510.00

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

Total: \$1618.00 Required by: May 17, 2021

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

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

Owner encourages thorough planning by Permit Holder ahead of time.

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

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

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

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

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

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

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

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

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

Permit Holder

Signature: _____

Date: _____

Name: _____

Title: _____

University of North Georgia (Owner)

Signature: _____

Date: _____

Name: Mac McConnell

Title: Sr. VP Business and Finance

Exhibit A General Provisions

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

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

Exhibit B Programs Serving Minors

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



Lumpkin County, Georgia

Senior Center Department

Date:	May 4, 2021
Agenda Item:	Legacy Link Nutrition Program Services FY-2022 Contract
Item Description:	CONTRACT FOR SERVICES – SFY 2022 Lumpkin County Board of Commissioners will consider entering into a contract with Legacy Link, Inc. for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening and support services for senior adults in Lumpkin County.
Facts & Historical Information:	Lumpkin County’s senior program was created over twenty-five (25) years ago. The Center has been operating for many years with services that are centered on traditional programming such as nutrition which includes home delivered and congregate meals, social activities, and transportation. These programs were created for older adults to age in place in their communities. Clients receiving meal services tend to be older adults, are isolated, often experiencing chronic health and mobility issues, and do not have access to transportation. These programs will always remain the core of the Center as the population continues to “age up” at a rapid rate and particularly for those who are most at-risk due to their socioeconomic status. Historically, funding for the Lumpkin County Senior Center (including cost of meals and operation of the Center) has largely been from federal grants appropriated through the Older Americans Act enacted in 1965, state grants and local sources. Legacy Link, Inc. is the Area Agency on Aging that administers federal and state funding allocations for the region that includes Lumpkin County. For SFY 2022 (July 1, 2021 – June 30, 2022), it is requested that the Lumpkin County Board of Commissioners consider entering into a contract with Legacy Link, Inc. for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening and support services for senior adults in Lumpkin County. Lumpkin County Senior Center is contracting to provide 6,500 congregate meals, 28,000 home delivered meals and a total of 1,527 wellness units (wellness units to include 739 units of Lifestyle Management services, 27 units of Nutrition Education services, 728 units of Physical Activity services and 33 units of Program Awareness/Prevention services).
Potential Courses Of Action:	A. Submit an approved and signed contract. B. Do not submit an approved and signed contract.
Comparison:	If Course A is chosen, the above referenced services will be provided to senior residents of Lumpkin County for the period July 1, 2021 through June 30, 2022. If Course B is chosen, operation of the Lumpkin County senior services program may be

suspended at the end of the current funding cycle (June 30, 2021).

Budget Impact:

This contract provides for a total of \$163,790 in revenue from federal and state funds. The County cash match is \$8,232. The revenue and match expense are included in the 2021 budget and has been included in the proposed 2022 budget.

Staff Recommendation:

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

Attachments:

Legacy Link Contract

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

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

Subject: Nutrition Program

Term: July 1, 2021 to June 30, 2022

AGREEMENT

THIS AGREEMENT entered into this First day of July, 2021 between THE LEGACY LINK, INC., hereinafter referred to as the "Legacy", and the LUMPKIN COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the "Contractor".

W I T N E S S E T H:

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

WHEREAS, this component of said Area Plan on Aging is the provision of Nutrition and Nutrition Screening services to the elderly; and

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

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

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

1. Term. The term of this Agreement shall be from July 1, 2021 to 12:00 Midnight, Eastern Daylight Time, June 30, 2022.

2. Description of Services. The Contractor shall, in a satisfactory and proper manner as determined by the Legacy, perform the services described below with preference given to low income

minority and rural elderly.

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

(b) Operation of the nutrition site includes serving one meal a day, five days a week (250 days per year) as specified in the Grant Application incorporated herein, for a total of 6,500 units of congregate nutrition services to 50 elderly persons, 28,000 units of home-delivered nutrition services to 125 elderly persons, providing client assessment for services, nutrition education and any other activities which seem necessary to educate and inform the elderly of services in the community and/or to bring independence and dignity into their lives.

(c) Provide Wellness services for elderly persons in Lumpkin County as described in the Legacy Link, Inc., Area Agency Plan for the period July 1, 2021 to June 30, 2022. Services must be performed as provided in Section "D" of Title III of the Older Americans Act of 1965 as amended. A total of 739 units of Lifestyle Management services to 5,528 persons; a total of 27 units of Nutrition Education services to 221 persons; a total of 728 units of Physical Activity services to 10,192 persons; a total of 33 units of Program Awareness/Prevention services to 443 persons in Lumpkin County.

3. Supervision and Administration. The intent of the parties being that all funds provided hereunder to the Contractor be utilized for the provision of services, the Contractor shall be responsible for all administrative support incurred in the provision of the above-mentioned services and shall provide supervision and administration necessary for the provision of said services, and shall provide all costs of administrative support, supervision and administration in not less than the dollar amount specified in The Legacy Link Area Agency on Aging plan and continuation proposal for July 1, 2021 to June 30, 2022.

4. Reports.

(a) A financial report containing a statement of all

expenditures for the preceding month, a statement of cumulative expenditures under the Agreement to date, and a statement of all unexpended funds on hand shall be submitted by the Contractor to the Legacy by the fifth business day of the following month commencing with a report for the month of July, 2021.

(b) A program report describing services rendered pursuant to this Agreement during the preceding month shall be submitted by the Contractor to the Legacy on or before the fifth business day of the following month commencing with a report for the month of July, 2021.

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

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

5. Compensation.

(a) Subject to the timely filing of the reports described in paragraph four (4), and subject to payment by the Department of Human Services to the Legacy of the appropriate funds, the Legacy shall, on or before the twenty fifth day of each month commencing with the month of August, 2021, reimburse the Contractor for actual expenditures made pursuant to the Agreement for each preceding month based on the aforementioned financial report.

(b) The total compensation paid by the Legacy to the Contractor for nutrition site operation pursuant to this Agreement shall not exceed Seventy Nine Thousand Eight Hundred Dollars (\$79,800.00).

(c) The Legacy agrees to provide federal and state funds for congregate meals in the amount of Thirteen Thousand Three Hundred Eight Dollars (\$13,308.00) and federal and state funds for home-delivered meals in the amount of Fifty Nine Thousand One Hundred Forty Three Dollars (\$59,143.00).

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

6. Non-Federal Funds.

(a) As a condition of this Agreement, the Contractor agrees to insure non-federal funds in the amount of Six Thousand Nine Hundred Fifty Dollars (\$6,950.00) will be available for nutrition site operations, and One Thousand Two Hundred Eighty Two Dollars (\$1,282.00) for Wellness services.

(b) The Contractor further agrees to insure local cash based on actual cost per meal and available federal and state funds for 6,500 congregate and 28,000 home-delivered meals.

The minimum cash requirement for the term of the Agreement being Twelve Thousand Four Hundred Thirty Two Dollars (\$12,432.00) for congregate meals and Fifty Two Thousand Eight Hundred Fifty Seven Dollars (\$52,857.00) for home-delivered meals.

The Contractor shall provide the necessary non-match local resources required for the provision of the services listed in Paragraph two (2) of this contract, this amount being One Hundred Forty Four Thousand Eight Hundred Eighty Four Dollars (\$144,884.00).

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

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

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

9. Collection of Audit Exceptions. The Contractor agrees that the Legacy may withhold net payments equal to the amount which has

been identified by an audit notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The Contractor may also repay the Legacy for the total exception by check.

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

(a) The Legacy Link, Inc., Area Agency on Aging Plan for July 1, 2021 to June 30, 2022.

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

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

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

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

(f) 45 CFR - Part 80 Civil Rights;

(g) 45 CFR - Part 92;

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

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

(j) Reimbursement of travel expenses under this Agreement must not exceed rates in Statewide Travel Regulations.

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

(l) Opinions of the Attorney General of Georgia;

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

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

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

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

13. Property. A property inventory record, including source of funds for acquisition, date of acquisition, cost of acquisition, description, model and serial numbers, shall be maintained accurately

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

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

15. Non-discrimination in Employment or Services.

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

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

(c) The Contractor further agrees that where the Legacy is

bound to compliance in any matter related to this Contract the Contractor will comply and will take such measures as the Legacy or the above laws, rules, guidelines and regulations indicate as being required to assure compliance.

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

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

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

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

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

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

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

20. Publicity. Any publicity given to the program or services provided herein including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contractor shall identify the Legacy Link, Inc. as a sponsoring agency. The Contractor shall not identify the Georgia Department of Human Services as a sponsoring agency without prior approval. The Contractor shall not display the

Georgia Department of Human Services name or logo in any manner without prior written authorization of the Commissioner.

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

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

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

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

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

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

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

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

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

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

31. Entire Agreement; Modification.

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

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

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

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

THE LEGACY LINK, INC.

By: _____
Chief Executive Officer/AAA Director

Subscribed and sworn to
in our presence:

Notary Public

CONTRACTOR:
LUMPKIN COUNTY BOARD OF COMMISSIONERS

By: _____
Chairman

Subscribed and sworn to
in our presence:

Notary Public



Lumpkin County, Georgia

Finance Department

Date:	May 4, 2021
Agenda Item:	Enotah Public Defender Indigent Defense Contract - City
Item Description:	Enotah Public Defender Indigent Defense Contract - City
Facts & Historical Information:	The Enotah Circuit Public Defender's Office has been in operation since 2005. This agreement is allowed by law and defines the statutory services, requirements, and responsibilities of the State, City, and the County. The County is agreeing to be the fiscal agent for this contract, which requires billing the City, collecting the funds, and paying associated expenses for supplies and employees.
Potential Courses Of Action:	A. Approve the contract. This contract does not impact County or Circuit operations. We will bill the City once per year and set the employees in the financial system to be paid quarterly. Approving the contract will allow the City to be invoiced and employees to be paid as they perform the allowable services. B. Disapprove the contract. This could have an adverse impact on City/County relations. The County would also lose a small amount of revenue should the contract not be renewed.
Contract Term:	This contract is from July 1, 2021 through June 30, 2022.
Budget Impact:	There is no impact to the County's operating budget, or the Circuit budget, for the Public Defender's performance of services for the City of Dahlonega as presented.
Staff Recommendation:	Staff recommends approving the contract renewal.



Lumpkin County, Georgia

Finance Department

Date: May 4, 2021

Agenda Item: Enotah Public Defender Indigent Defense Contract - Four Counties

Item Description: Enotah Public Defender Indigent Defense Contract - Four Counties

Facts & Historical Information:

The Enotah Circuit Public Defender's Office has been in operation since 2005. The Enotah Circuit entered into an agreement with the State to help reduce the liability of counties in the defense of indigent persons with the implementation of this system, with Lumpkin County agreeing to act as the financial administrator for the contract for a small administrative fee. This is an agreement that the Circuit signs annually with the Georgia Public Defender Council. This agreement defines the statutory services, requirements, and responsibilities of the State and the Circuit and has been presented to the Circuit members for consideration.

The spring Enotah Circuit meeting was held on Tuesday, April 27 in White County. Penny Hunter, Chief Public Defender was present and requested the three administrative positions be considered for a pay increase. All other budget categories were requested at the same level for the FY2022 contract. The salary/benefit increase to the Public Defender budget is \$5,486.12, and we did not recommend use of \$4,584.00 of fund balance as was used in FY2020 and FY2021. The total increase to be absorbed by the four counties is \$10,070.12; however, Georgia Public Defender Council is holding \$20,147.35 in excess from FY2020 which will be used to fund the \$10,070.12 increase. This will enable the four counties to maintain their FY2021 contribution levels in FY2022.

Potential Courses Of Action:

A.

Approve the contract as presented. This option will allow the contract to proceed to each circuit member county and will keep this service in place, which saves each county money for the defense of indigent persons. The approval of this agreement also ensures that the circuit receives State assistance in the defense of indigent persons.

B. Disapprove the contract. This is the least favorable of the options, as it places the County fully responsible for the defense of indigent persons with no assistance from the State. If other Circuit members do not agree to withdraw

from the agreement, the County would still have to participate.

Contract Term: This contract is from July 1, 2021 through June 30, 2022.

Budget Impact: Lumpkin County's portion is included in the 2021 budget and will not be increased for the first half of the 2022 operational budget. Any changes made by the Circuit in the fall could impact either budget year and would have to be treated as a budget amendment and funded from contingency or fund balance, as the changes would fall outside of a normal budget cycle.

Staff Recommendation: Staff recommends approving the contract as agreed upon by the member counties.

Attachments:

Public Defender two year budget review 21-22 Proposed 04.21.21

	Approved FY 2021	Scenario 1 Proposed FY 2022	Scenario 2 Proposed FY 2022
County Funded PD Assistants	\$ 242,042.05	\$ 241,100.13	\$ 250,865.
County Funded PD Administrative	\$ 135,416.42	\$ 141,241.40	\$ 141,241.
7% admin fee to State for personnel contract	\$ 26,422.09	\$ 26,763.91	\$ 27,447.
subtotal personnel costs	\$ 403,880.56	\$ 409,105.44	\$ 419,554.
Copying Expense	\$ 1,500.00	\$ 1,500.00	\$ 1,500.
Court Reporter Services	\$ -	\$ -	\$ -
Minor Equipment	\$ 5,000.00	\$ 5,000.00	\$ 5,000.
Office Supplies	\$ 10,000.00	\$ 10,000.00	\$ 10,000.
Postage	\$ 500.00	\$ 500.00	\$ 500.
Printing	\$ 800.00	\$ 800.00	\$ 800.
Professional Organization Dues	\$ 2,900.00	\$ 2,900.00	\$ 2,900.
Reference Books/Law Books	\$ 4,000.00	\$ 4,000.00	\$ 4,000.
Repairs	\$ 500.00	\$ 500.00	\$ 500.
Subscriptions	\$ -	\$ -	\$ -
Telephone Expense	\$ 4,000.00	\$ 4,000.00	\$ 4,000.
Training (outside)	\$ 1,250.00	\$ 1,250.00	\$ 1,250.
Transcripts	\$ 800.00	\$ 800.00	\$ 800.
Travel (outside)	\$ 500.00	\$ 500.00	\$ 500.
Equipment Lease	\$ 4,000.00	\$ 4,000.00	\$ 4,000.
subtotal office expenditures	\$ 35,750.00	\$ 35,750.00	\$ 35,750.
Administration of the budget (paid to Lumpkin Co.)	\$ 21,981.53	\$ 22,242.77	\$ 22,765.
	\$ 461,612.09	\$ 467,098.21	\$ 478,070.

Change	\$ 5,486.12	1.19%	\$ 16,458.04	3.5
Less Use of Fund Balance	\$ 4,584.00	\$ 10,070.12	\$ -	

SCENARIO 1

County Pro Rata Annual Share (population)			increase FY	New qtrly am
Lumpkin County 33.69%	\$ 146,582.71	\$ 146,582.71	\$ -	\$ 36,645.
Towns County 11.77%	\$ 55,122.71	\$ 55,122.71	\$ -	\$ 13,780.
Union County 24.01%	\$ 112,425.82	\$ 112,425.82	\$ -	\$ 28,106.
White County 30.52%	\$ 142,896.85	\$ 142,896.85	\$ -	\$ 35,724.
	\$ 457,028.09	\$ 457,028.09	\$ -	
difference	\$ -	\$ 0.00		

SCENARIO 2

County Pro Rata Annual Share (population)			increase FY	New qtrly am
Lumpkin County 33.69%	\$ 146,582.71	\$ 153,408.21	\$ 6,825.50	\$ 38,352.
Towns County 11.77%	\$ 55,122.71	\$ 57,647.57	\$ 2,524.86	\$ 14,411.
Union County 24.01%	\$ 112,425.82	\$ 117,574.40	\$ 5,148.58	\$ 29,393.
White County 30.52%	\$ 142,896.85	\$ 149,439.95	\$ 6,543.10	\$ 37,359.
	\$ 457,028.09	\$ 478,070.13	\$ 21,042.04	
difference	\$ -	\$ 0.00		



Lumpkin County, Georgia

Special Projects Department

Date: May 4, 2021

Agenda Item: Total Cost Advocates Client Report

Item Description: Total Cost Advocates Client Report

Facts & Historical Information:

Lumpkin County retained the services of Total Cost Advocates (TCA) in July of 2020, to perform utility and telecom audit services on the county's various accounts. A report was provided to the county in March and it is attached for reference. County staff worked with TCA to implement as many of their recommendations as possible with the greatest savings coming from changing the rates of several power accounts. Using their service, and knowledge of rate structures, will save the county substantially in costs related to electricity service in our operational budgets. The approximate annual savings is \$17,254.59. Currently TCA, gets 50% of those savings for five years at which time the county will be entitled to the entire savings amount.

Potential Courses Of Action:

No action; informational report.

Budget Impact:

This contract resulted in operational savings to the county's budget.

Staff Recommendation: n/a

Attachments:

March 2021 Report TCA

Client Report

March 2021

**Lumpkin County
Board of Commissioners**

By: Total Cost Advocates

UTILITY AUDIT SUMMARY

The following are the utility accounts audited by Total Cost Advocates for Lumpkin County. Each description lists the account number, billed rate (if applicable), any billing errors uncovered, and any cost savings opportunities.

March 17, 2021

ACCOUNTS AUDITED WITH FINDINGS:

Georgia Power-Rate Changes:

Account Number:	47345-63005	Current Rate:	Power and Light-Medium (PLM)
Meter Number:	3003408	New Rate:	Time of Usage Energy Only (TOU-EO)
Service Address:	99 Courthouse HL Court House		

Account Number:	16125-61002	Current Rate:	Power and Light-Medium (PLM)
Meter Number:	3004601	New Rate:	Time of Usage Energy Only (TOU-EO)
Service Address:	266 Mechanicsville Rd. Communication Center		

Account Number:	07296-51030	Current Rate:	Power and Light-Medium (PLM)
Meter Number:	3003671	New Rate:	Time of Usage Energy Only (TOU-EO)
Service Address:	1166 Captain McDonald Rd. Concession B		

Accounts 47345-63005, 16125-61002, 07296-51030 (previously 07296-51021) are currently billed under rate schedule PLM-11(Power and Light-Medium). Rate PLM bills a customer charge and usage based on a tiered rate schedule for customers with a demand usage of greater than 30 KW but less than 500 KW.

Georgia Power offer rate TOU EO-10 (Time of Usage Energy Only) to any business customer at one standard voltage, delivered at one point and metered at or compensated to that voltage. Rate TOU-EO bills usages based on season and specific times of day as follows:

On-Peak Hours: Beginning at 2:00 p.m. and ending at 7:00 p.m. Monday through Friday (June through September) (Summer Months). Exception of Independence Day and Labor Day which are considered off-peak

Off-Peak Hours: All hours not included above in On-Peak, including all weekends and the calendar months of October through May (Winter Months).

Georgia Power-Rate Changes (Continued)

Total Cost Advocates performed twelve-month TOU-EO rate comparisons on **each of the three accounts** using two scenarios: 100% load factor (worst case) and 80% load factor (probable case). The load factor analysis is a mathematical computation that determines the amount of electricity that will fall during the on peak periods. Enclosed please find copies of each of the rate schedules reference above. Based on the Rate TOU-EO comparisons below,

Lumpkin Co Comm
Georgia Power Rate Comparison
99 Courthouse HL-Court House
Account Number 47345-63005

Bill Month	Current Rate PLM	TOU-EO 100% Load Factor	TOU-EO 80% Load Factor
August 18, 2020	\$2,474.86	\$3,628.97	\$3,429.69
July 20, 2020	\$2,403.87	\$3,419.14	\$3,242.32
June 18, 2020	\$2,144.79	\$2,745.21	\$2,569.96
May 19, 2020	\$1,810.63	\$885.48	\$885.48
April 17, 2020	\$1,661.82	\$1,011.69	\$1,011.69
March 19, 2020	\$2,431.31	\$1,519.98	\$1,519.98
February 18, 2020	\$2,637.72	\$2,003.81	\$2,003.81
January 17, 2020	\$2,372.34	\$1,422.36	\$1,422.36
December 18, 2019	\$2,450.97	\$1,552.52	\$1,552.52
November 15, 2019	\$2,022.19	\$1,619.44	\$1,619.44
October 18, 2019	\$2,151.19	\$1,208.44	\$1,208.44
September 18, 2019	\$2,283.07	\$3,226.80	\$3,049.46
	\$26,844.76	\$24,243.84	\$23,515.16
Total Savings		\$2,600.92	\$3,329.60

Lumpkin Co Comm
Georgia Power Rate Comparison
266 Mechanicsville Road Communication Center
Account Number 16125-61002

Bill Month	Current Rate PLM	TOU-EO 100% Load Factor	TOU-EO 80% Load Factor
August 20, 2020	\$3,038.58	\$4,844.43	\$4,627.33
July 22, 2020	\$2,923.08	\$4,673.93	\$4,441.11
June 22, 2020	\$2,562.81	\$3,282.52	\$3,111.37
May 21, 2020	\$2,010.43	\$1,050.37	\$1,050.37
April 21, 2020	\$1,728.36	\$879.29	\$879.29
March 23, 2020	\$2,174.98	\$1,053.60	\$1,053.60
February 20, 2020	\$2,116.21	\$1,026.48	\$1,026.48
January 22, 2020	\$2,339.52	\$1,129.52	\$1,129.52
December 20, 2019	\$2,127.97	\$1,031.90	\$1,031.90
November 19, 2019	\$2,163.22	\$1,080.70	\$1,080.70
October 22, 2019	\$2,865.40	\$2,047.99	\$2,047.99
September 20, 2019	\$2,975.00	\$4,658.37	\$4,435.16
	\$29,025.55	\$26,759.09	\$25,914.82
Total Savings		\$2,266.46	\$3,110.74

Lumpkin Co. Park and Rec
Georgia Power Rate Comparison
1166 Captain McDonald Road, Concession B
Account Number 07296-51030

Bill Month	Current Rate PLM	TOU-EO 100% Load Factor	TOU-EO 80% Load Factor
August 18, 2020	\$777.05	\$809.68	\$777.61
July 19, 2020	\$751.11	\$766.14	\$738.53
June 18, 2020	\$556.56	\$592.83	\$567.97
May 18, 2020	\$338.61	\$283.69	\$283.69
April 16, 2020	\$336.62	\$278.37	\$278.37
March 19, 2020	\$697.39	\$683.05	\$683.05
February 18, 2020	\$854.18	\$548.94	\$548.94
January 17, 2020	\$612.46	\$390.18	\$390.18
December 17, 2019	\$566.73	\$371.55	\$371.55
November 15, 2019	\$333.64	\$319.02	\$319.02
October 18, 2019	\$893.38	\$845.72	\$845.72
September 18, 2019	\$1,036.46	\$1,610.28	\$1,492.70
	\$7,754.17	\$7,499.45	\$7,297.33
Total Savings		\$254.72	\$456.84

Account 47345-63005 would have

saved \$2,600.92 at (100% LF) and \$3,329.60 at (80% LF).

Account 16125-61002 would have

saved \$2,266.46 at (100% LF) and \$3,110.74 at (80% LF).

Account 07296-51030 would have

saved \$254.72 at (100% LF) and \$456.84 at (80% LF).

Total Cost Advocates has confirmed that the rate has been changed on the above accounts.

Georgia Power-Rate Changes (Continued)

Account Number: 03320-84009 Current Rate: Power and Light-Small (PLS)
 Meter Number: 3006459 New Rate: Time of Usage Energy Only (TOU-EO)
 Service Address: 160 Johnson St.
 Public Bldg.

Account Number: 04718-36138 Current Rate: Power and Light-Small (PLS)
 Meter Number: 3659303 New Rate: Time of Usage Energy Only (TOU-EO)
 Service Address: 1363 Red Oak Flats Road
 Animal Shelter

Account Number: 55031-70022 Current Rate: Power and Light-Small (PLS)
 Meter Number: 3002890 New Rate: Time of Usage Energy Only (TOU-EO)
 Service Address: 125 Chesterra Dr.
 County Library

Accounts 03320-84009, 04718-36030, 55031-70013 are currently billed under rate schedule PLS-11(Power and Light-Small). Rate PLS bills a customer charge and usage based on a tiered rate schedule for customers with a demand usage of less than 30 KW.

As explained above, Georgia Power offer rate TOU EO-10 (Time of Usage Energy Only) to any business customer at one standard voltage, delivered at one point and metered at or compensated to that voltage.

Total Cost Advocates performed twelve-month TOU-EO rate comparisons on **each of the three accounts** using two scenarios: 100% load factor (worst case) and 80% load factor (probable case). The load factor analysis is a mathematical computation that determines the amount of electricity that will fall during the on peak periods. Enclosed please find copies of each of the rate schedules reference above. Based on the Rate TOU-EO comparisons below,

Lumpkin County Commissioners
 Georgia Power Rate Comparison
 160 Johnson Street, Public Bldg.
 Account Number 03320-84009

Bill Month	Current Rate PLS	TOU-EO 100% Load Factor	TOU-EO 80% Load Factor
August 17, 2020	\$709.00	\$883.25	\$840.06
July 20, 2020	\$710.50	\$919.24	\$869.89
June 18, 2020	\$576.23	\$718.09	\$673.08
May 18, 2020	\$481.03	\$345.21	\$345.21
April 16, 2020	\$420.09	\$321.89	\$321.89
March 19, 2020	\$460.83	\$337.48	\$337.48
February 18, 2020	\$537.89	\$366.97	\$366.97
January 17, 2020	\$475.36	\$343.04	\$343.04
December 18, 2019	\$535.41	\$366.02	\$366.02
November 15, 2019	\$490.19	\$349.96	\$349.96
October 18, 2019	\$754.37	\$453.87	\$453.87
September 18, 2019	\$845.21	\$1,056.75	\$1,002.31
	\$6,996.10	\$6,461.78	\$6,269.79
Total Savings		\$534.32	\$726.30

Lumpkin City Animal Shelter
 Georgia Power Rate Comparison
 1363 Red Oak Flats Road
 Account Number 04718-36030

Bill Month	Current Rate PLS	TOU-EO 100% Load Factor	TOU-EO 80% Load Factor
August 23, 2020	\$598.26	\$791.08	\$748.32
July 24, 2020	\$568.37	\$767.79	\$726.36
June 23, 2020	\$572.88	\$677.16	\$639.75
May 26, 2020	\$568.87	\$376.41	\$376.41
April 23, 2020	\$370.70	\$300.07	\$300.07
March 25, 2020	\$535.59	\$363.16	\$363.16
February 24, 2020	\$554.99	\$370.81	\$370.81
January 24, 2020	\$505.85	\$351.78	\$351.78
December 23, 2019	\$540.12	\$364.89	\$364.89
November 21, 2019	\$503.21	\$352.05	\$352.05
October 24, 2019	\$608.98	\$433.51	\$433.51
September 24, 2019	\$620.35	\$881.23	\$835.63
	\$6,548.17	\$6,029.94	\$5,862.74
Total Savings		\$518.23	\$685.44

Georgia Power-Rate Changes (Continued)

Lumpkin County Library
 Georgia Power Rate Comparison
 125 Chesterra Drive
 Account Number 55031-70013

Bill Month	Current Rate PLS	TOU-EO 100% Load Factor	TOU-EO 80% Load Factor
August 20, 2020	\$859.34	\$1,228.96	\$1,174.71
July 22, 2020	\$876.37	\$1,287.45	\$1,233.20
June 23, 2020	\$822.20	\$1,086.66	\$1,035.35
May 22, 2020	\$708.77	\$432.78	\$432.78
April 22, 2020	\$596.45	\$387.52	\$387.52
March 24, 2020	\$622.88	\$398.17	\$398.17
February 20, 2020	\$576.63	\$379.53	\$379.53
January 22, 2020	\$695.56	\$427.45	\$427.45
December 21, 2019	\$655.91	\$411.48	\$411.48
November 20, 2019	\$644.95	\$408.82	\$408.82
October 23, 2019	\$822.71	\$539.27	\$539.27
September 22, 2019	\$898.33	\$1,333.38	\$1,267.82
	\$8,780.11	\$8,321.47	\$8,096.10
Total Savings		\$458.64	\$684.01

Account 03320-84009 would have
saved \$534.32 at (100% LF) and \$726.30 at (80% LF).
Account 04718-36030 would have
saved \$518.23 at (100% LF) and \$685.44 at (80% LF).
Account 55031-70013 would have
saved \$458.64 at (100% LF) and \$684.01 at (80% LF).

Total Cost Advocates has confirmed that the rate has changed on the above accounts.

Account Number: 35881-42011 Current Rate: Optional General Service-(OGS-15)
 Meter Number: 3584871 New Rate: Power and Light-Small (PLS)
 Service Address: 266 Mechanicsville Rd.
 Field 5 Lights

Account 35881-42011 (previously Account 35881-42002) was billed under the Optional General Service (OGS-15) tariff. Rate OGS-15 is available to all electric service of one standard voltage for temporary service less than 12 months; for recurring seasonal patterns of service; or for the full year operation of other services. It bills a basic service charge and usage on a two-tiered schedule.

Georgia Power also offers a General Service (GS-10) tariff. Rate GS-10 is available to all electric service of one standard voltage who uses less than 3,000 kWh monthly and whose has a maximum measured demand of less than 30 KW. Rate GS-10 bills a basic service charge and all kWh on a flat rate. Recently, the account exceeded the 30 KW maximum demand; therefore, the account defaulted to Rate Power and Light Small (PLS).

Georgia Power-Rate Changes (Continued):

Total Cost Advocates performed an updated twelve-month comparison to Power and Light-Small on the account. Based on the chart shown by changing the Rate to PLS, the account is projected to continue to save:

Lumpkin County Board of Comm.
Georgia Power Rate Comparison
266 Mechanicsville Road-Field 5 Lights
Account Number 35881-42011

Bill Month	Previous Rate OGS	Current Rate PLS	Rate PLS Savings
February 18, 2021	\$93.70	\$67.35	\$26.35
January 21, 2021	\$77.09	\$54.94	\$22.15
December 20, 2020	\$76.65	\$54.61	\$22.04
November 18, 2020	\$113.40	\$82.08	\$31.33
October 19, 2020	\$129.12	\$93.82	\$35.30
September 19, 2020	\$94.66	\$68.09	\$26.57
August 20, 2020	\$75.79	\$53.98	\$21.81
July 22, 2020	\$76.01	\$54.14	\$21.87
June 21, 2020	\$76.90	\$54.81	\$22.09
May 21, 2020	\$76.21	\$54.28	\$21.93
April 20, 2020	\$75.77	\$53.95	\$21.81
March 22, 2020	\$127.57	\$92.66	\$34.91
Total Savings	\$1,092.89	\$784.72	\$308.17

Account 35881-42011 would have saved approximately \$308.17 over the past year.

Total Cost Advocates has confirmed that the rate has changed to Power & Light-Small.

Georgia Power-Tax Removal Savings:

Account Number: 49445-63011

Meter Number: 3003416

Service Address: 56 Short St.

Account Number: 03997-83049

Meter Number: 4497894

Service Address: 406 Barlow Rd.
Fuel Station

Account Number: 57933-34009

Meter Number: 1598788

Service Address: 7 Long Branch Rd.
Sign

Account Number: 47975-63014*

Meter Number: 3179036

Service Address: 342 Courthouse HL

Account Number: 35881-42002

Meter Number: 3584871

Service Address: 266 Mechanicsville Rd.
Field 5 Lights

* Account 47975-63014 has only been opened for 6 months-savings below are estimated based on 6-month history.

Accounts 49445-63011, 47975-63014, 03997-83049, 35881-42011 (previously account 35881-42002), and 57933-34009 are all currently being billed 8% sales tax. The accounts should be exempt from taxes based on Georgia Code, Title 48 - Revenue and Taxation, Chapter 8 - Sales and Use Taxes, Article 1 - State Sales and Use Tax, Part 1 - General Provisions, § 48-8-3 (1).

Georgia Power-Tax Removal Savings (Continued):

Based on each account's history, by removing the taxes,

Account 49445-63011 would save approximately \$ 397.71 per year.

Account 47975-63014 would save approximately \$ 378.74 per year.

Account 03997-83049 would save approximately \$ 99.53 per year.

Account 35881-42011 would save approximately \$ 55.93 per year.

Account 57933-34009 would save approximately \$ 30.78 per year.

Total Cost Advocates has confirmed that taxes have been removed from each of the accounts. A credit has been issued to all accounts, except 35881-42011 (which was previously under a different name/account number).

City of Dahlonega-Possible Leaks

Account Number:	412520.00	Name on Account:	L.C. Board of Commissioners
Service Address:	365 Riley Rd.		Community Center

Account Number:	412900.00	Name on Account:	L.C. Board of Commissioners
Service Address:	Mechanicsville Rd.		

Account 412520.00 shows a normal usage of 3,000-13,000 gallons per month. On the July 2019 invoice the usage jumped to 208,000 gallons. Lumpkin County Board of Commissioners confirmed that a leak had occurred and was repaired in house. Total Cost Advocates has attached a partially completed leak form for the City of Dahlonega. To try to receive a credit for that time period, it needs to be completed and returned to Total Cost Advocates for submission with the receipts already provided.

Account 412900.00 shows a normal usage range of 0-5,000 gallons per month. The account had several spikes in usage. In December 2019 the usage spiked to 47,000 gallons, in April 2020 the usage spiked to 14,000 gallons, and in July 2020 the usage spiked to 9,000 gallons. Based on the responses from Lumpkin County Board of Commissioners, the only spike that confirmed a leak was the December 2019 spike. To be able to request a credit, Total Cost Advocates has provided a partially completed leak form for the City of Dahlonega. It will need to be accompanied by copies of receipts for parts that were used to repair the leak. Both items should be returned to Total Cost Advocates for submission and monitoring.

Total Cost Advocates has provided Lumpkin County Board of Commissioners with partially completed leak forms.

TELECOM AUDIT SUMMARY

The following are the telecom accounts audited by Total Cost Advocates for Lumpkin County. Each description lists the account number, billed rate (if applicable), any billing errors uncovered, and any cost savings opportunities.

March 17, 2021

ACCOUNTS AUDITED WITH FINDINGS:

Windstream

Federal Excise Tax

The accounts listed in the table below are charged federal excise tax and as a government entity, Lumpkin County is exempted from these taxes by law. Lumpkin County is not subject to the taxes and the taxes should not have been charged. Total Cost Advocates filed the exemption certificate and requested a 36-month credit for the taxes as authorized by Lumpkin County. The total **credit is \$358.81**. By correcting the taxes, the accounts will save approximately **\$427.80 per year**.

Vendor	Account #	Fed Tax	Credit
Windstream	73573076	\$ 0.12	104.96
Windstream	73615403	\$ 0.37	105.21
Windstream	73709774	\$ 35.16	148.64
Total		\$ 35.65	\$ 358.81

Windstream Account 073615403

The account is charged \$6.50 per month for the Access Charge per FCC Order. The account should receive a monthly credit of \$6.50 for this fee. This is a billing error. Total Cost Advocates contacted Windstream to correct the error and issue a credit. The **credit is TBD**. Correcting the error will save the account approximately **\$78.00 per year**.

Windstream Account 073709774

The account is charged \$360.00 per month for a 10,000 minute long distance plan (not including taxes and fees). Over the last six months the account only averaged 883.3 minutes each month. The long distance plan can be changed to a 1,000 long distance minutes that is \$20.00 per month. Any minutes used over the initial 1,000 minutes would be charged \$0.035 per minute. Changing the long distance plan will save the account approximately **\$4,080.00 per year**. Savings will be based on actual usage.

Total Cost Advocates changed the long distance plan as authorized by Lumpkin County.

Windstream (continued)

The account is charged \$5.00 per month for Validated Accounting Codes. The codes that you designate allow you to track the long distance calls so you can identify or bill back to specific departments, locations or customers. The user would have to enter a code before placing a long distance call. Removing the plan will save the account approximately **\$60.00 per year**.

Total Cost Advocates removed the plan as authorized by Lumpkin County.

The account is charged \$5.00 per month for a Long Distance Report. Windstream sends you a separate report that shows the number of minutes used and the charge for each phone number. However, this information is also included on your monthly Windstream bill. Removing the report will save the account approximately **\$60.00 per year**.

Total Cost Advocates removed the plan as authorized by Lumpkin County.

Windstream (continued)**Line Verification**

As part of the analysis, Total Cost Advocates identified quite a few phone numbers that may not be needed. When called, there are multiple lines that are either not answered by voice or machine or have other connections. There are 10 lines that ring with no answer and Total Cost Advocates did not call five numbers that may be rollover lines for Communications/Dispatch since they may be emergency numbers. The ring no answer numbers could be alarm, fire alarm, credit card, elevator or HVAC lines. Please see the table below. This is an important part of the process to make sure Lumpkin County is only paying for services that are needed and used.

Total Cost Advocates requested Lumpkin County to verify the purpose of the lines and if the lines should be disconnected. Upon receipt of the information, Total Cost Advocates would disconnect the numbers.

Phone #	TCA Comment	Disconnect?
706-265-2554	Answers to buzzing sound	
706-864-3190	Rings with no answer	
706-864-3333	Water Dept after hours	
706-864-3633	E911 Center	
706-864-4604	Rings with no answer	
706-864-4711	Answers to beeping	
706-864-5060	Rings with no answer	
706-864-5925	Rings with no answer	
706-864-9400	Rings with no answer	
706-865-1958	Answers to generic voicemail message	
706-867-0279	Answers to a fax	
706-867-0280	Rings with no answer	
706-867-0538	Answers to beeping	
706-867-1466	Rings with no answer	
706-867-6612	Rings with no answer	
706-867-7429	Fire Department - Station 3	
706-867-8928	Rings with no answer	
706-867-9241	Answered to Communications/Dispatch	
706-867-9242	Did not call -- rollover line for Communications/Dispatch?	
706-867-9243	Did not call -- rollover line for Communications/Dispatch?	
706-867-9246	E911 Center fax	
706-867-9247	Did not call -- rollover line for Communications/Dispatch?	
706-867-9248	Did not call -- rollover line for Communications/Dispatch?	
706-867-9249	Did not call -- rollover line for Communications/Dispatch?	
706-867-9879	Rings with no answer	

FirstNet/ATT Mobility

Account Number 287283588429

As part of the analysis, Total Cost Advocates identified seven wireless numbers that may not be needed. The account is charged a total of \$279.21 per month for the seven wireless numbers and the seven wireless numbers did not use any calling minutes, text messages or data usage on the April, May or June bills that were provided with the audit. This is an important part of the process to make sure Lumpkin County is only paying for services that are needed and used. Lumpkin County stated that five numbers should be disconnected. Please see the table below. Disconnecting the five numbers will save the account approximately **\$2,295.00 per year**.

Wireless number	User name	Device model	Service Description	Total Cost	Disconnect?
706-300-0450	Lumpkin County	iPhone	Unlimited Enhanced iPhone	\$ 49.71	no
706-300-9617	Lumpkin County BOC	Aircard	Unlimited Aircard	\$ 38.25	yes
706-867-5183	4 Aircard Med Unit	Aircard	Unlimited Aircard	\$ 38.25	no
706-867-5218	4 Engine Engine	Aircard	Unlimited Aircard	\$ 38.25	yes
706-867-5253	1 Engine Engine	Aircard	Unlimited Aircard	\$ 38.25	yes
706-867-5264	2 Engine Engine	Aircard	Unlimited Aircard	\$ 38.25	yes
706-867-5291	1 BATT BATT	Aircard	Unlimited Aircard	\$ 38.25	yes
Total				\$ 279.21	

Lumpkin County disconnected the five wireless numbers.

Verizon Wireless

Account Number 942085982-00001

As part of the analysis, Total Cost Advocates identified eight wireless numbers that may not be needed. The account is charged a total of \$267.27 per month for the eight wireless numbers and the eight wireless numbers did not use any calling minutes, text messages or data usage in the last five to six months. This is an important part of the process to make sure Lumpkin County is only paying for services that are needed and used. Disconnecting the eight numbers would save the account approximately **\$3,207.24 per year**.

Lumpkin County did not authorize Total Cost Advocates to disconnect the wireless numbers.

Cost center	Wireless number	User name	Service Description	Total Cost	Disconnect?
14000	706-973-1137	ASHLEY PECK	Public Safety 1st Resp SP UNL	\$ 40.42	No
15650	706-300-7135	UNION CO GUARD 1	Basic UNL Mins+MSG 100MB Email	\$ 23.33	No
15650	706-300-7140	UNION CO GUARD 2	Basic UNL Mins+MSG 100MB Email	\$ 23.33	No
24000	706-525-0139	DYANN BEATY	Public Safety 1st Resp SP UNL	\$ 40.42	No
39150	706-973-0123	AIR CARD TONY ASHE	Mobile Broadband Unlimited	\$ 38.01	No
42000	706-974-1015	DAVID ROBINSON	Public Safety 1st Resp SP UNL	\$ 40.42	No
55400	470-773-1553	GDOT INTERMODEL 99	Mobile Broadband Unlimited	\$ 38.01	No
55400	706-525-1496	TRACY JONES	Basic UNL Mins+MSG 100MB Email	\$ 23.33	No
Total				\$ 267.27	

Verizon Wireless (continued)

Wireless number 706-300-6524 (Road Dept 911 Oncall) is charged \$27.64 per month for a 200 minute plan with 500 messages. The device is a Casio GZone Ravine 2, which is a basic phone. The other basic phones on the account have a plan that is \$22.99 per month that includes unlimited minutes, unlimited messages and 100MB email. Changing the plan would save the account approximately **\$55.80 per year**.

Lumpkin County did not authorize Total Cost Advocates to change the plan.

LUMPKIN COUNTY

Summary of Savings Opportunities

Utility Vendor	Account Number	Refund Amount	Approx. Monthly Savings	Approx. Annual Savings
Georgia Power – Rate Changes	47345-63005		\$ 277.47	\$3,329.60
	16125-61002		\$ 258.40	\$3,100.74
	07296-51021		\$ 38.07	\$456.84
	03320-84009		\$ 60.53	\$726.30
	04718-36030		\$ 57.12	\$685.44
	55031-70013		\$ 57.00	\$684.01
	35881-42211		\$ 25.68	\$308.17
Georgia Power-Tax Removal Savings	49445-63011	\$1,111.37	\$ 33.14	\$397.71
	47975-63014	\$248.09	\$ 31.56	\$378.74
	03997-83049	\$284.82	\$ 8.29	\$99.53
	35881-42011		\$ 4.66	\$55.93
	57933-34009	\$77.90	\$ 2.57	\$30.78
City of Dahlonega	412520.00	TBD	\$ 0.00	
	412900.00	TBD	\$ 0.00	
Windstream	Federal Excise Tax	\$358.81	\$ 35.65	\$427.80
	073615403	TBD	\$ 6.50	\$78.00
	073709774		\$340.00	\$4,080.00
	073709774		\$ 5.00	\$60.00
	073709774		\$ 5.00	\$60.00
FirstNet/ATT Mobility	287283588429		\$ 191.25	\$2,295.00
TOTAL SAVINGS		\$ 2,080.99	\$ 1,437.89	\$17,254.59

Attachment: March 2021 Report TCA (2039 : Total Cost Advocates Client Report)



Lumpkin County, Georgia

Public Works Department

Date: May 4, 2021

Agenda Item: GDOT Airport Fencing Reimbursement

Item Description: GDOT Airport Fencing Reimbursement

**Facts & Historical
Information:**

**Potential Courses
Of Action:**

Budget Impact:

Staff Recommendation:



Lumpkin County, Georgia

County Clerk Department

Date:	May 4, 2021
Agenda Item:	Alcoholic Beverage License – Convenience Stores, Inc. d/b/a JP Dahlonega
Item Description:	This is for the issuance of an alcoholic beverage license for Beer & Wine Package sales located at 2030 Hwy 400, Dahlonega, GA 30533.
Facts & Historical Information:	Michael Davis is applying for Convenience Stores, Inc. d/b/a JP Dahlonega to obtain a Beer & Wine Package sales alcoholic beverage license.
Potential Courses Of Action:	A. Approve the license B. Deny the license
Staff Recommendation:	Approve the alcoholic beverage license.



Lumpkin County, Georgia

Board of Commissioners Department

Date:	May 4, 2021
Agenda Item:	Alcoholic Beverage License –Jay Jalaramji, LLC. d/b/a Iron Mountain Mart
Item Description:	This is for the issuance of an alcoholic beverage license for Beer & Wine Package sales located at 2604 Dawsonville Hwy, Dahlonega, GA 30533.
Facts & Historical Information:	Ghanshyam Ramanbhai Patel is applying for Jay Jalaramji, LLC. d/b/a Iron Mountain Mart to obtain a Beer & Wine Package sales alcoholic beverage license.
Potential Courses Of Action:	A. Approve the license. B. Deny the license
Staff Recommendation:	Approve the alcoholic beverage license.



Lumpkin County, Georgia

Special Projects Department

Date:	May 4, 2021
Agenda Item:	Consideration of Planning & Development Services Website Rebranding
Item Description:	Discussion of the Kelley Building Planning & Development Services website redesign. This includes design, navigation, and customer help elements.
Facts & Historical Information:	Planning, LCSWA, Fire Marshal, Environmental Health, and DALC will be represented in the Kelley Building as the Planning & Development Services of Lumpkin County. In order to accomplish the true mission of a “one-stop-shop” staff from these departments have been working collaboratively to ensure services provided to the public are streamlined and made more efficient, including the online experience. Staff has been working with the county website firm to create a website department header page (an existing feature of the website company) to house the Planning & Development Services. Key features of the webpage will include: • Design Elements: ○ Use colors that complement the county logo/branding. ○ Banner Images showing projects from the department represented. ○ Department Specific Logo is recommended so the department website page stands out to the user (similar to Park & Rec, Senior Center, Fire Department). Currently, the primary use for the logo is the website. It is not staff’s recommendation to use on county vehicles or other places the county seal is located. Using on the website will allow users to fully recognize they are in the correct location for Planning & Development Services. Staff worked with a local company to obtain several options and are presenting the top three for the board’s consideration. The logo is not a requirement for the website page and the board can decide to continue using the county seal instead. • Navigation Elements: ○ Graphic Buttons to direct users so specific departments –

Building Permits & Inspections, Planning, DALC, Fire Marshal, Environmental Health, LCWSA, general contacts.

- News Carousel to address the most common needs of the user - applications & forms, apply for permit, Maps.
- Customer Help Elements:
 - Calendar section: For the meetings scheduled in the board room for the Kelley Building.
 - A Citizen Help Center section for most frequently asked questions.

**Potential Courses
Of Action:**

- Support the website redesign (including a logo) as presented
- Support specific elements of the website redesign recommendation (not all elements)
- Not support any of the website redesign recommendations and keep each department in their own location on the website
- Provide other recommendations to staff

Staff Recommendation:

Attachments:

PlanningDevelopment1

PlanningDevelopment2

PlanningDevelopment6









Lumpkin County, Georgia

Water & Sewerage Authority Department

Date: May 4, 2021

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

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

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



Lumpkin County, Georgia

Special Projects Department

Date: May 4, 2021

Agenda Item: Consideration of Part Time Custodial Position to Full Time

Item Description: Consideration of Part Time Custodial Position to Full Time

Facts & Historical Information:

Lumpkin County Public Buildings currently has two full-time and one part-time custodial (currently vacant) positions. These positions are responsible for the daily cleaning of seven county facilities. One of the full-time custodians also supports the Parks and Recreation custodial position by assisting in cleaning duties at the community center and at the restrooms in the offsite park amenities. With the addition of the Kelley Building to the county's cleaning responsibilities, staff planned to budget bringing the part time position to full-time to allow for proper cleaning time for this new square footage in 2022. The project is moving along faster than anticipated and will open this summer. Our current custodial staff have divided the extra work formally completed by part-time staff between them to keep the facilities at a lower standard which has resulted in less frequent cleaning in our facilities. A current county employee will transfer in May to Public Buildings to take the part time position. This employee is currently full time. It is the desire of staff to ask the board to consider making this change mid-year to preserve this employee's benefits rather than asking them to wait to go back to full time in 2022. The salary difference between part-time and full-time is \$10,984 plus fringe = \$14,059.52.

Potential Courses Of Action:

The board can consider making the position full-time to allow adequate staffing to clean the facilities. This allows better staff coverage to clean facilities and great flexibility for cross training and coverage to clean critical areas of facilities when there are absences.

The board can consider leaving the position at part-time. Historically, there is turn over in the part-time position leaving inconsistencies in the rates of cleaning services provided in our facilities.

Budget Impact:

There are sufficient funds in the public buildings budget due to the inmate contracts not being filled to allow for the difference for the remainder of '21. As the county is in the '22 budget cycle, the adjustment can be incorporated into next year's budget.

Staff Recommendation:

The recommendation of staff is to increase the part-time position to full time to account for the addition of another facility that requires cleaning services.



Lumpkin County, Georgia

Board of Commissioners Department

Date: May 4, 2021

Agenda Item: Dahlonega Lions Club Special Request to Honor Larry Odom

Item Description: Dahlonega Lions Club Special Request to Honor Larry Odom

Attachments:
DAHLONEGA LIONS CLUB-LCCommissioner'sRequest-LarryOdom



**DAHLONEGA LIONS CLUB
POST OFFICE BOX 293
DAHLONEGA, GEORGIA 30533**

**Lumpkin County Commissioner Chris Dockery, Chair
Lumpkin County Commissioner David Miller, District 1
Lumpkin County Commissioner Bobby Mayfield, District 2
Lumpkin County Commissioner Rhett Stringer, District 3
Lumpkin County Commissioner Jeff Moran, District 4**

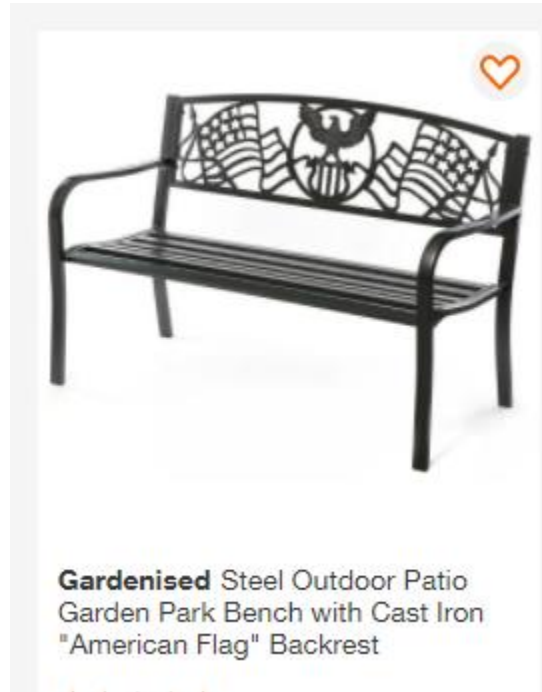
Request to Honor Larry Odom – Member of Dahlongega Lions Club

This past December, Dahlongega Lions Club loss a long-standing member of the club and community Larry Odom. As a result of that loss the Dahlongega Lions Club would like to Honor him with presenting to Lumpkin County two benches that would be placed at areas around the county, so that the citizens of Lumpkin County who knew Larry Odom could enjoy the benches. One would be In Honor and the other would be In Memory. Dahlongega Lions Club has had a discussion and would like to request that one of the benches be placed at the Veterans Park "In Honor" and that the second one be placed at the Lake Reservoir "In Memory". The benches should be available within the next two to three weeks. We would like to request assistances from the county in the installation of the benches, so that they are placed properly and will be installed to the county's policies/procedures and also to ensure the safety of Lumpkin County citizens who would be using them.

At the appropriate time Dahlongega Lions Club, along with Lumpkin County Commissioners and widow of Larry Odom, Shirley Odom; would like to have a presentation of the benches.

We would like to thank the Lumpkin County Commissioner's for taking the time to look at the request from Dahlongega Lions Club.

Request to place Veterans Park "In Honor of Larry Odom"



Request to place Lake Reservoir "In Memory of Larry Odom"

