



LUMPKIN COUNTY

Board of Commissioners

Work Session II Agenda

Commissioners Boardroom

April 20, 2021
5:30 P.M.

- **CALL TO ORDER** Chairman Dockery
- **PRESENTATIONS**
 - 1. Recognition JB Jones ***Regular Meeting***
 - 2. Manufacturers of the Year Presentations ***Regular Meeting***
- **CONSIDERATION OF MINUTES**
 - 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*)
 - 12. 2021 - 22 - Consideration of a Resolution Revising the Road Acceptance Application Procedure (*Public Works Director Larry Reiter*)
 - 13. 2021 - 23 - Reappoint Members to LC Veterans Affairs Committee - William Rittenhouse & Daniel Bosanko
 - 14. 2021 - 24 - 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*)
 - 16. 2021 - 26 - Amend the 2021 Budget Calendar for FY2022 Budget (*Finance Director Abby Branan*)
 - 17. 2021 - 27 - Request to Remove Old Body Cooler from Surplus (*Coroner Mark Cox*)
- **CONTRACTS/AGREEMENTS**
 - 18. 2021-015 - Disaster Debris Monitoring Contract - Thompson Consulting Services, LLC (*Public Works Director Larry Reiter*)

19. 2021-016 - Disaster Debris Monitoring Secondary Contract - Goodwyn, Mills, & Cawood (*Public Works Director Larry Reiter*)
20. 2021-017 - Library Pavilion Construction RFP (*Special Projects Director Allison Martin*)
21. 2021-018 - Georgia Power Easement Request - Chesterra Drive (*Public Works Director Larry Reiter*)
22. 2021-019 - Scrap Tire Abatement Reimbursement Program (*Finance Director Abby Branan*)
23. 2021-020 - Legacy Link FY-2021 Addendum #2 Contract (*Senior Center Manager Linda Kirkpatrick*)
24. 2021-021 - Airport Fencing Project (*Public Works Director Larry Reiter*)

- **OTHER ITEMS**

25. Special Event Permit Request – R-Ranch in the Mountains (*County Clerk Melissa Witcher*)
26. Special Event Permit Request – Southern Bounty Series at Iron Mountain Resort (*County Clerk Melissa Witcher*)
27. Alcoholic Beverage License - The Oar House, Inc. (*County Clerk Melissa Witcher*)
28. Alcoholic Beverage License - BJ Creek, LLC. d/b/a Clay Creek Falls Grocery (*County Clerk Melissa Witcher*)
29. Alcoholic Beverage License - CGN Properties, LLC d/b/a The Mountain Top Lodge (*County Clerk Melissa Witcher*)
30. Additional ROW for Bridge Replacement - Little Mountain Road (*Public Works Director Larry Reiter*)
31. Johnnie Collins Way Bridge Repair and Lanier Drive Culvert Replacement (*Finance Director Abby Branan*)
32. 2020 SPLOST 2021 Work Plan Amendment (*Finance Director Abby Branan*)
33. Consideration of Move to Self Insurance (*Community & Employee Services Director Alicia Davis*)
34. Development Services of Lumpkin County New Logo Design (*Special Projects Director Allison Martin*)

- **COUNTY MANAGER**

- **COUNTY ATTORNEY**

- **COMMISSIONERS**

- **PUBLIC COMMENT (Agenda Specific)**

- **ADJOURNMENT**



Lumpkin County, Georgia

Board of Commissioners Department

Date: April 20, 2021

Agenda Item: Recognition JB Jones

Item Description: Recognition JB Jones



Lumpkin County, Georgia

Board of Commissioners Department

Date: April 20, 2021

Agenda Item: Manufacturers of the Year Presentations

Item Description: Manufacturers of the Year Presentations



**LUMPKIN
COUNTY GA**
Southern living, southern charm.

Board of Commissioners and Senior Staff Planning Retreat Draft Summary

February 25, 2021 at the Union County Community House



**Carl Vinson
Institute of Government**
UNIVERSITY OF GEORGIA

Facilitator: Gordon Maner

Minutes Acceptance: Minutes of Feb 25, 2021 9:00 AM (CONSIDERATION OF MINUTES)



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

February 25, 2021
 9:00 AM

Welcome and Opening Comments (Chairman Chris Dockery and Facilitator, Gordon Maner)

9:00 AM - 9:15 AM

1. Financial Update (*Abby Branan*)

9:15 AM - 10:00 AM

2. Sales Tax Programs (*Allison Martin*)

10:00 AM - 10:15 AM

3. Aquatic Center (*Allison Martin*)

10:15 AM - 10:30 AM

4. Update on the Oak Grove Roundabout (*Larry Reiter*)

10:30 AM - 10:45 AM - Morning Break

10:45 AM - 11:00 AM

5. Broadband Discussion (*Bruce Georgia, Rebecca Mincey*)

11:00 AM - 11:15 PM

6. Briefing on Latest Health Insurance Claim Data (*Alicia Davis*)

11:15 AM - 12:00 PM

7. Development within Gateway Corridor – Way Forward (*Bruce Georgia, Rebecca Mincey*)

Minutes Acceptance: Minutes of Feb 25, 2021 9:00 AM (CONSIDERATION OF MINUTES)

12:00 PM - 12:30 PM - Lunch**12:30 PM - 1:00 PM**

8. Development within Gateway Corridor – Way Forward – *continued*

1:00 PM - 1:15 PM

9. Expansion of Lumpkin County Industrial Park (*Bruce Georgia, Rebecca Mincey, Sean Phipps*)

1:15 PM - 1:45 PMs

10. Discussion of Amplified Sound Noise Ordinance (*Bruce Georgia*)

1:45 PM - 2:00 PM

11. Discussion of Road Acceptance Procedures (*Larry Reiter*)

2:00 PM - 2:30 PM

12. Animal Shelter Facility (*Allison Martin*)

2:30 PM - 2:45 PM - Afternoon Break**2:45 PM - 4:30 PM**

13. Updates on 2020 Retreat Items
- Sheriff Office Long-Term Fleet Plan
 - Sustaining Ambulance Service
 - Lumpkin County Park
 - Ben Higgins Area Fire Station
 - Use of General Fund Savings

2021 Planning Worksession Discussion Items and Actions

1. Financial Update (Abby Branan)

Presentation and discussion.

Action:

- Staff will look at refinancing or restructuring debt and provide 3 options with pros and cons of each to BOC for future discussion and action
- Provide a budget growth comparison to show if rate of growth is comparable to private sector budget growth

2. Sales Tax Programs (Allison Martin)

Presentation and general discussion only

3. Aquatic Center (Allison Martin)

Presentation of project status with direction to move forward

Action:

- Continue to work with the Aquatic Center partners (BOE, UGA, UNG) to construct the aquatic center and what will be county costs and what will be BOE costs and establish operations agreements and expectations

4. Update on the Oak Grove Roundabout (Larry Reiter)

Presentation and discussion of the progress and status of the roundabout

Action:

- Larry and his personnel use the truck mounted blower to blow gravel used during ice or snow off the road beds
- Inventory substandard roads and assess willingness of property owners to give ROW to county

5. Broadband Discussion (Bruce Georgia, Rebecca Mincey)

Discussion of available data and process for getting funding

6. Briefing on Latest Health Insurance Claim Data (Alicia Davis)

Presentation and discussion only

Minutes Acceptance: Minutes of Feb 25, 2021 9:00 AM (CONSIDERATION OF MINUTES)

7. Development within Gateway Corridor – Way Forward (*Bruce Georgia, Rebecca Mincey*)
Presentation and lengthy discussion

Action:

- Planning department will bring detail drawings of Gateway Corridor Overlay District expansion and future worksession for board discussion
- Planning department will discuss Gateway Corridor Overlay District with property owner and get feedback

8. Expansion of Lumpkin County Industrial Park (*Bruce Georgia, Rebecca Mincey, Sean Phipps*)
Discussion Only

10. Discussion of Amplified Noise Ordinance (*Bruce Georgia*)

Discussion of a proposed ordinance and after discussion decided to bring before the BOC for a vote

Action:

- Bring before BOC for a vote

11. Discussion of Road Acceptance Procedures (*Larry Reiter*)

Action:

- County Attorney will draft action to reflect a new and existing road approval process to bring substandard roads up to standards before the county assuming maintenance

12. Animal Shelter Facility (*Allison Martin*)

Action:

- Staff will get specs and drawings with cost options for a metal building

Baseball field upgrades and lighting Staff will get costs and proposal for ball field improvements including lighting

13. Updates on 2020 Retreat Items

- Sheriff Office Long-Term Fleet Plan
Discussion of accountability and tracking of Sheriff's vehicles and a better process for tracking vehicles

Action:

- Staff Bring recommendations back to the BOC

- Sustaining Ambulance Service

Discussion only

- Lumpkin County Park

Discussion of future plans only – no action

- Ben Higgins Area Fire Station

Action:

- Staff and chief get prices on some property and bring price to BOC for approval

- Use of General Fund Savings

- Staff provide quarterly updates for commissioners on task/project status – need to look at project tracking software

Minutes Acceptance: Minutes of Feb 25, 2021 9:00 AM (CONSIDERATION OF MINUTES)

ABOUT YOUR FACILITATOR



Carl Vinson
Institute of Government
UNIVERSITY OF GEORGIA

GORDON MANER

Senior Public Service Associate
Carl Vinson Institute of Government



Mr. Maner has a distinguished career in the local and state government training and development arena, and he currently serves as a facilitator, presenter, and special projects manager for the Institute. Mr. Maner is a recipient of the University of Georgia's Public Service and Outreach Walter B. Hill Award for Distinguished Achievement in Public Service and he is the recipient of the Georgia City-County Management Association's Pillar of Excellence Award for services to Georgia's cities and counties. In addition to his work in Georgia, he provides training, facilitation, and consulting regionally, nationally, and internationally.

Prior to joining the Institute, Mr. Maner spent more than 20 years in various management roles in Georgia local governments. He holds graduate degrees in psychology and in public administration from West Georgia University, and he is a skilled facilitator and presenter. His areas of expertise include facilitation (strategic planning, problem solving, relationship building), performance measurement, process improvement, management and leadership development, organization development, learning needs assessment and developing learning interventions.

Contact: gmaner@uga.edu 706.831.7917

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**Carl Vinson
Institute of Government**
UNIVERSITY OF GEORGIA

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Drawing upon the knowledge and resources of the University of Georgia, the Institute provides education, assistance, research, policy analysis, and publications to assist public officials in serving citizens in Georgia and throughout the world.

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LUMPKIN COUNTY
Board of Commissioners
Work Session Minutes
Commissioners Boardroom



March 2, 2021
4:00 P.M.

CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Chris Dockery	Chairman	Present	
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. CASA Presentation

CASA Presentation

PROCLAMATIONS

2. Joint Child Abuse Prevention Month Proclamation

Joint Child Abuse Prevention Month Proclamation

3. LifeLink Donate Life Month Proclamation

This is a proclamation for LifeLink of Georgia proclaiming April as Donate Life Month.

MINUTES

4. Board of Commissioners - Work Session - Feb 2, 2021 4:00 PM
5. Board of Commissioners - Special Called Work Session - Feb 9, 2021 3:30 PM
6. Board of Commissioners - Work Session II - Feb 16, 2021 5:30 PM
7. Board of Commissioners - Regular Meeting - Feb 16, 2021 6:00 PM
8. Board of Commissioners - Public Hearing - Feb 18, 2021 5:00 PM
9. Board of Commissioners - Special Called Meeting - Feb 18, 2021 5:15 PM

RESOLUTIONS

10. 2021 - 18 - A Resolution to Adopt a Revised Character Area Map of LC and to Amend Chapter 27 – Land Use (Planning Director Bruce Georgia)

A Resolution to Adopt a Revised Character Area Map of Lumpkin County, Georgia, and to Amend Chapter 27 – Land Use of the Code of Ordinances of Lumpkin County, Georgia

Bruce Georgia said the only new information is the guidance from the BOC retreat. He said the proposed change to the Gateway Corridor area is highlighted in the provided maps. There was some brief discussion over parcel sizes and screening.

11. 2021 - 19 - Consideration of Use of Sound Amplifying Equipment Ordinance (Planning Director Bruce Georgia)

Adopt an ordinance that addresses the use of sound amplifying equipment throughout the county.

Chairman Dockery said he spoke with Sheriff Jarrard earlier and he wanted the Commissioners to know he supports an ordinance and he will send out an e-mail later to that effect. Commissioner Mayfield said the Sheriff said the same thing to him and he would like to get something started instead of letting the issue stew. Commissioner Miller also received the same input from the Sheriff.

Mr. Georgia said this ordinance would be under Code Chapter 28 instead of Chapter 6 due to it being enforced by LCSO. Commissioner Mayfield questioned what the penalties would be for violations, but Mr. Kelley said it would ultimately be up to a judge.

12. 2021 - 20 - March Surplus Property (Finance Director Abby Branan)

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

Commissioner Stringer asked why it sometimes takes so long for items to be surplus, and Larry Reiter responded he is reluctant to get rid of something that may prove useful again. He also sometimes holds on to equipment for parts. There was a brief discussion over the six dumpster containers formerly used for recycling and whether they should be surplus or not.

CONTRACTS/AGREEMENTS

13. 2021-010 - Disaster Debris Removal & Disposal - Custom Tree Care, Inc. (Public Works Director Larry Reiter)

Renewal of contract for an additional 1-year term.

14. 2021-011 - Disaster Debris Removal & Disposal - Graham County Land Company (Public Works Director Larry Reiter)

Renewal of contract for an additional 1-year term.

15. 2021-012 - IT Services Agreement (Special Projects Director Allison Martin)

IT Services Agreement

Special Projects Director Allison Martin summarized in 2020 we issued RFPs and received five valid returns out of six proposals. We conducted interviews and reduced the list to the two top contenders, ACNS (current provider) and InterDev. She explained the features that InterDev can offer, including their GIS division which could assist with the transition to next generation 911 coverage. The services they provide will help take some of the pressure off of certain finance employees who currently perform some IT functions such as setting up employee cell phones and troubleshooting. ACNS is offering a full-service package and part-time staff support at a rate of \$30 per hour. InterDev is offering an all-inclusive package or an onsite package.

Ms. Martin said InterDev is located in Alpharetta, so we would have to provide space for their employees if they were working here on-site. Their systems engineer would troubleshoot and also have access to their support team at InterDev. She explained InterDev is experienced with GIS and will be able to assist with implementing next-gen 911; they could also assist the County GIS employee with projects. ACNS, the current provider, does not have a GIS division. Mr. Kelley noted that he suspects the next-gen 911 will be an unfunded mandate, and it will not be cheap to implement.

Chairman Dockery asked if there was a point in time at which it would make more sense to hire a County employee for this, but Mr. Kelley said we are in a gray area. Based on his observations, one employee couldn't service the entire County. Ms. Martin said having a contract employee on-site could give us a feel for how it would be to have our own IT employee. There was some discussion over the options offered by InterDev. Commissioner Moran observed that if we hire someone to be in-house IT, we would have to pay for all of their training and the software. Mr. Kelley agreed it would be difficult to hire someone who can do everything we need.

There was further discussion over cybersecurity and whether the County should employ our own IT person (or two). Commissioner Stringer said the cost to do so might be prohibitive. Chairman Dockery raised some questions about how each company might be able to respond in the event of a catastrophic event. Ms. Martin said everything is becoming electronic these days, and we depend on the contractor to help us navigate interfaces. It's not always as easy as troubleshooting a phone; it is sometimes a lot more in depth, she said.

Joey Anderson from ACNS was present to address some of the Commissioners' concerns. He said it could be possible to have a co-managed IT system where there are one or two staff members from ACNS present at the County each day. They would still get all of the ACNS resources and security. Mr. Anderson said as far as security expertise, ACNS has access to two different security products, both of which have 50 or 60 staff that perform around-the-clock monitoring. In the event of a cybersecurity issue, you can even get assistance from the GBI or FBI. Mr. Anderson said Lumpkin County has grown to such a point that he would be open to adapting to our needs. He has been considering hiring two more staff anyway, and he could even hire more staff specifically for the County. Mr. Anderson continued, stating that in his 19 years at the head of ACNS, he has built a network of relationships. Even if he can't do everything, he has a network of resources to help. As for backups, he said those are performed every four hours and are located in two different sites.

OTHER ITEMS

16. Detention Center Generator Replacement (Special Projects Director Allison Martin)

Detention Center Generator Replacement

Special Projects Director Allison Martin reviewed the history of the detention center's generator. Staff was planning to request an upgrade in the 2022 budget, but it is no longer possible to obtain parts for that generator. There is the possibility of extending natural gas lines to the detention center and using a natural gas generator, but it will be expensive. She said there is one portable generator that could be used if the main generator fails, but it is shared among different buildings. The State mandates that a generator be devoted for elections, so it is not possible to have it at the jail when elections are going on. She said there is nothing else that can be done for this generator; maintenance has already patched it numerous times to keep it going. Additionally, it could take four to six months to get one of sufficient size built.

Doug Cochran agreed that there is nothing else that can be done to help the current generator. He said the inmate housing money is dismal this year compared to previous years, so they do not have an excess of funds from that to help pay for a new generator. He said it will be a priority to make sure it can run the food coolers along with the other areas on the detention side.

There was discussion over how the new generator would be funded. The Chairman asked if the sheriff's portion of SPLOST could be used, and Ms. Martin responded positively. Major Cochran observed he doesn't like having a diesel generator, because they break down if you don't use them every day. The Chairman agreed and brought up the natural gas option again. Ms. Martin said it was very expensive when they had it priced out, over \$10,000 just to set it up. Chairman Dockery said he would like for staff to investigate the natural gas option further as it would be more reliable than diesel. Ms. Martin replied that a natural gas generator would be somewhat cheaper than a diesel one. Fire Chief David Wimpy agreed that a natural gas generator would be very reliable and wouldn't be affected by supply like diesel and propane would. From a supply standpoint, natural

gas is always there. Major Cochran made a final comment that if we are going to spend this money, we need to make sure we get a sufficiently large generator that the detention center can depend on.

17. 2020 SPLOST 21 Work Plan (Special Projects Director Allison Martin)

2020 SPLOST 21 Work Plan

Major Doug Cochran said the Sheriff has requested \$225,000 for vehicles this year. There is no extra money in the budget to purchase vehicles. Chairman Dockery asked him if he could speak to the Sheriff about using some of that money for the new generator. Major Cochran said he would be willing to give up a vehicle or even two in order to get the generator. Stan Kelley said we could front load the money from the General Fund and pay it back with SPLOST. The Chairman asked what the lead time would be for a gas generator system and Ms. Martin replied she would have to speak to Mr. Chester with AGL to get a formal proposal.

18. 2019 TSPLOST 21 Work Plan (Special Projects Director Allison Martin)

2019 TSPLOST 21 Work Plan

19. Naming of Road Off Pine Tree Way (Special Projects Director Allison Martin)

Naming of Road Off Pine Tree Way

There was some discussion over possible names for the spur road that will lead to the Aquatic Center. Larry Reiter, the Public Works Division Director, explained that we cannot make the spur part of Pinetree Way because it will continue on once it passes the school. Doing so will lead to problems with addressing in the future. David Wimpy said it generally makes it easier for his people to find addresses when the roads in one area have similar names, but Bruce Georgia said there are already several roads with Pinetree-related names. Ms. Martin said the Board of Commissioners do not have to choose a name for the spur road today, but it will be necessary to have one in April.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Miller said the second vaccination event was a big success with even larger turnout than last time. Commissioner Mayfield congratulated the girls basketball team for making it to the playoffs tonight.

PUBLIC COMMENT (Agenda Specific)

There were no comments from the public.

ADJOURNMENT

Chairman Dockery adjourned the meeting at 5:43 PM.

April 21, 2021

Date



Melissa Witcher
County Clerk, Lumpkin County



Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Minutes Acceptance: Minutes of Mar 2, 2021 4:00 PM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
SLUA Public Hearing Minutes
Commissioners Boardroom



March 16, 2021
4:30 P.M.

Call to Order

The meeting was called to order at 4:32 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	

Consideration of Agenda

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

SLUA Presentation (Planning Director Bruce Georgia)

Planning Director Bruce Georgia gave a presentation regarding the Special Land Use Approval and the details of the application.

SLUA Hearing Rules (Chairman Dockery)

Chairman Dockery read aloud the purpose of the SLUA hearing and the rules for each side.

Public Comment in Support of the SLUA

The applicant Tommy Rainey stated he has been working as a firefighter/EMT for 35 years and he desires to open this flea market for his retirement income. He believes this will help the community since he has had a lot of interest from people who would like to rent a table, and this could be an income opportunity for people without jobs. Commissioner Moran asked for clarification on the how the 50 tables would be oriented. Mr. Rainey said the vendors would be given a 12 x 12 space and could put up their own table or even a tent. His equipment would be up full time, but the vendors would have to remove their tables and/or tents each week.

Commissioner Mayfield asked some questions regarding the lease agreement and the acreage of the property. Mr. Rainey said the total acreage is 8, but the acre he is renting is between the road and creek on the flat area. He said there would be no buildings there, only tents, as the area is within the flood zone. He explained the included spec sheet for a Butler building is for an office space. Chairman Dockery asked about what the licensing requirements would be for vendors. Larry Reiter explained it would be weekend sales similar to a garage sale. If they take away all of their product and don't spend a lot of time there, they don't need a license; if

they sell continuously for more than 7 days, they do need a business license. The Chairman asked how this would affect County staff since we don't typically have code enforcement on the weekends. How can we regulate so vendors will play by the same rules as everyone else? Bruce Georgia said we would treat it like any other business. Mr. Rainey will have to get a business license for certain. His staff doesn't have the resources to track down everyone unless there is something problematic going on. He said it will be up to the vendors to ensure they come in and get a business license.

Chairman Dockery said he had some concerns regarding the parking, especially if it is raining. Will it eventually be gravel or paved? Mr. Rainey responded that eventually it will be paved as the money comes in. The Chairman said mud in the roadway could be a safety issue. He also asked Mr. Rainey what his long-term plans are for the site. Mr. Rainey said he hopes to run this for the next 20 years during his retirement.

Public Comment Opposed to the SLUA

JoAnne Taylor came to speak as a private citizen with some concerns about the flea market. She was happy to see this Board has already decided to create a character area map with certain requirements. She does not want our community to look like those to the south. Her option is that the current character area guidelines specifically do not include open air flea markets. She is concerned about attractiveness from a professional development standpoint. The future hospital and surrounding developments could be negatively affected if this is allowed to happen, she declared. She applauded Mr. Rainey's creativity, but does not believe this is the appropriate place for such a business. She also has concerns regarding traffic going in and out of the current driveway to the property, and respectfully requests the Commissioners to deny the SLUA application.

Rebuttal

Commissioner Comments

Commissioner Moran said Mr. Rainey seems to be trying to do the right thing for this. He asked if the boiled peanut salesman that regularly sets up down the road from this property had to also go through a SLUA application. Does he have a license? Does he operate under the same scrutiny as Mr. Rainey? The Chairman said the County has always looked at roadside vendors as temporary weekend sellers. We have never pursued any licensing or special use because they are mobile. This flea market will be different because it will be a permanent location with more traffic. Mr. Reiter commented that boiled peanut and produce stands fall under a type of agricultural exemption since they are serving local products. The County discussed that issue thoroughly about ten or twelve years ago to look at licensing, but we were essentially told that those are regulated under the Department of Agriculture.

Commissioner Stringer asked if there is a requirement for a gravel apron, and Mr. Reiter responded the entrance is paved to the back of the right-of-way already, and it is a state road. However, it would become a problem if a bunch of mud ended up on the roadway. If there is an issue with that, GDOT will have to get involved. Mr. Reiter said the current GDOT-approved entrance was placed there in about 2002, and GDOT has already purged their records regarding that. They will need more information about the use that Mr. Rainey plans to have at the site, he explained. The entrance was originally designed for a strip mall. They will want traffic counts and a site development plan.

The Chairman said his biggest concern is the safety on that road. He is leery of giving permission without a GDOT consultation to find out how this will impact their road. Mr. Reiter said we can't issue a business license without both GDOT approval and the SLUA approval. The applicant, Mr. Rainey, said he received verbal approval of the d-cell lane from GDOT employee Phil Satterfield, but Mr. Reiter said it would still have to be officially approved by the Gainesville office. Commissioner Mayfield said the BOC needs to consider the Character Area Map and the desired appearance of the area. He is not opposed to a flea market, but he does not think this is the appropriate location. Commissioner Miller agreed, and said it would be one thing if this would only last a year or two, but twenty years is too much.

Special Land Use Approval – Flea Market (Planning Director Bruce Georgia)

The SLUA is for a proposed 50 table flea market (project started prior to approval) currently located at 5738 South Chestatee Street, Dahlonega, GA 30533. The property is currently owned by the A2S Group Real Estate

Investments, who has leased approximately one acre of this parcel to Mr. Rainey through March 31st 2021, with the possibility of extension of the terms.

Motion: A motion was made by Commissioner Miller to wait until formal clarification from GDOT. Motion dies for lack of a second.

Motion: A motion was made by Commissioner Stringer to approve the SLUA. Motion dies for lack of a second.

Motion: Commissioner Miller moved to disapprove the SLUA and was seconded by Bobby Mayfield. Commissioner Stringer was opposed. The motion was approved and carried.

Chairman Dockery announced the SLUA was denied and this shall be considered the final decision. The applicant may make an appeal to Superior Court as allowed by law.

Adjournment

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

The meeting ended at 5:15 PM.

April 21, 2021

Date



Melissa Witcher
County Clerk, Lumpkin County



Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Minutes Acceptance: Minutes of Mar 16, 2021 4:30 PM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Public Hearing Minutes
Commissioners Boardroom



March 16, 2021
 5:00 P.M.

Call to Order

The meeting was called to order at 5:15 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	

Public Comment

Amend Character Area Map (CAM) and expand Industrial Character Area on Lumpkin County Pkwy per Lumpkin County Land Use Regulations, Ch. 27, Sec. 27-72 - Character Area Map Amendments

There were no comments from the public.

Adjournment

The meeting was adjourned at 5:16 pm.

April 21, 2021

Date

Melissa Witcher
 County Clerk, Lumpkin County

Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

Minutes Acceptance: Minutes of Mar 16, 2021 5:00 PM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Public Hearing Minutes
Commissioners Boardroom



March 16, 2021
5:15 P.M.

Call to Order

The meeting was called to order at 5:17 PM by Chairman Chris Dockery

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

Public Comment

Amend Character Area Map (CAM) for Gateway Corridor per Lumpkin County Land Use Regulations, Ch. 27, Sec. 27-72 - Character Area Map Amendments

JoAnne Taylor said she approves of this change to the Character Area Map and it will mean a lot in the future as Lumpkin County continues to grow.

Jack Hartramp said he spoke to Larry Reiter and Bruce Georgia several weeks ago about this. He is in favor of changing the map but he is concerned for the development he started in the Hwy 400 area. His development was begun in 2005 and followed the guidelines at the time. He is concerned that new regulations will be a hardship on his existing development if it is not grandfathered in. He asked the BOC to take his ground infrastructure into consideration when they make this decision. He said he supports the BOC's efforts provided it doesn't put additional costs or delays on his projects at that intersection. He also said he does not want to be rendered non-conforming after tonight's decision.

Adjournment

The meeting was adjourned at 5:24 PM.

April 21, 2021
 Date


 Melissa Witcher
 County Clerk, Lumpkin County


 Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

LUMPKIN COUNTY
Board of Commissioners
Work Session II Minutes
Commissioners Boardroom



March 16, 2021
5:30 P.M.

CALL TO ORDER

The meeting was called to order at 5:35 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	

PROCLAMATIONS

1. Joint Child Abuse Prevention Month Proclamation

Joint Child Abuse Prevention Month Proclamation

2. LifeLink Donate Life Month Proclamation

This is a proclamation for LifeLink of Georgia proclaiming April as Donate Life Month.

3. Lumpkin County High School Girls Basketball Team Joint Proclamation

Lumpkin County High School Girls Basketball Team Joint Proclamation

4. Joint Proclamation for the Lumpkin County High School One Act Play State Champions

Joint Proclamation for the Lumpkin County High School One Act Play State Champions

CONSIDERATION OF MINUTES

5. Board of Commissioners - Work Session - Feb 2, 2021 4:00 PM
6. Board of Commissioners - Special Called Work Session - Feb 9, 2021 3:30 PM
7. Board of Commissioners - Work Session II - Feb 16, 2021 5:30 PM
8. Board of Commissioners - Regular Meeting - Feb 16, 2021 6:00 PM
9. Board of Commissioners - Public Hearing - Feb 18, 2021 5:00 PM

RESOLUTIONS11. 2021 - 18 - A Resolution to Adopt a Revised Character Area Map of LC and to Amend Chapter 27 – Land Use (Planning Director Bruce Georgia)

A Resolution to Adopt a Revised Character Area Map of Lumpkin County, Georgia, and to Amend Chapter 27 – Land Use of the Code of Ordinances of Lumpkin County, Georgia

Commissioner Stringer asked if the Planned Unit Development (PUD) process would allow Mr. Hartramp's established infrastructure to be honored, and Planning Director Bruce Georgia responded affirmatively. Chairman Dockery asked if there was a way to ensure his infrastructure would be recognized, as this Board will not always be the same. Public Works Director Larry Reiter said Mr. Hartramp has already begun to compile his PUD application and he gave his word to Mr. Hartramp that he would not have to change any of his in-ground infrastructure. It would go before the Planning Commission and then the Board of Commissioners. Chairman Dockery addressed Mr. Reiter and asked if we could first let Mr. Hartramp submit his PUD and then change the Character Area Map afterwards. Is there any reason to hurry, he asked?

Mr. Georgia said currently, there is no PUD process in the regulations; it would only be implemented after the Board passes this regulation. The Chairman then asked if it could be done simultaneously. He was concerned about the amount of risk to Mr. Hartramp and would like to ensure there would be a way to recognize what he has done. Mr. Reiter reiterated that there is currently no PUD process in the regulations, and Mr. Georgia said whatever variance Mr. Hartramp brings before the Planning Commission will either be approved or disapproved.

Commissioner Miller said Mr. Hartramp supported these changes and we said we would work with him. Commissioner Moran said he does not see why the BOC would fail to approve Mr. Hartramp's variance. There is a difference between his established infrastructure and the future hospital lot, which is completely empty. Mr. Georgia explained that either process, PUD or variance, will work for Mr. Hartramp. If he has plans later that go under the PUD process, it will be exactly the same as if he does it as a variance to come before the Planning Commission. Chairman Dockery asked again if this had to be done this month. He believed Mr. Hartramp's words tonight meant the matter was not settled satisfactorily.

Mr. Georgia said Mr. Hartramp supports the changes. Commissioner Miller was of the opinion it would be reasonable to give Mr. Hartramp time to work with Mr. Georgia, but the changes shouldn't be delayed another six months. Mr. Hartramp spoke to the BOC about this same issue a long time ago and has had a lot of time, he said. Commissioner Stringer asked if this resolution would need to be postponed, but County Manager Kelley and Mr. Georgia said it ultimately would not matter as either process would work for Mr. Hartramp.

12. 2021 - 19 - Consideration of Use of Sound Amplifying Equipment Ordinance (Planning Director Bruce Georgia)

Adopt an ordinance that addresses the use of sound amplifying equipment throughout the county.

13. 2021 - 20 - March Surplus Property (Finance Director Abby Branan)

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

CONTRACTS/AGREEMENTS14. 2021-010 - Disaster Debris Removal & Disposal - Custom Tree Care, Inc. (Public Works Director Larry Reiter)

Renewal of contract for an additional 1-year term.

15. 2021-011 - Disaster Debris Removal & Disposal - Graham County Land Company (Public Works Director Larry Reiter)

Renewal of contract for an additional 1-year term.

16. 2021-012 - IT Services Agreement (Special Projects Director Allison Martin)

IT Services Agreement

Special Projects Director Allison Martin said staff have worked with ACNS to try to retain their services. After discussions, staff recommends continuing with ACNS's all-inclusive monthly service and retaining an employee on site to operate a help desk. Staff is recommending starting out with five days per week at the proposed hourly rate. Having this ACNS employee on site will help gather data to determine if the County will eventually need a full-time IT County employee.

17. 2021-013 - GDOT Lighting Agreement at Oak Grove Roundabout (Public Works Director Larry Reiter)

Revised lighting agreement for Oak Grove Roundabout.

Larry Reiter said this is the same agreement we did for Copper Mines Road and it includes the cost of installing the lighting (which is part of the TSPLOST project).

18. 2021-014 - GDOT Right of Way Maintenance Agreement at Oak Grove Roundabout (Public Works Director Larry Reiter)

GDOT has asked that the County take responsibility for the landscape maintenance of the roundabout located at the intersection of Oak Grove Road and US 19 BUS.

Commissioner Miller asked if this would be about \$63,000 per year and Mr. Reiter responded positively. He said that estimate is based on what we currently pay at the Justice Center per unit, but it is not final yet.

OTHER ITEMS

19. Detention Center Generator Replacement (Special Projects Director Allison Martin)

Detention Center Generator Replacement

Special Projects Director Allison Martin said staff met with our local Atlanta Gas Light representative about installing a natural gas generator. She has not received a final price but the installation estimate is \$1,200 with a budget price of \$15,000 to run the pipe. The generator itself would have an estimated cost of \$45,000, and we currently pay 30 cents per therm for natural gas.

Sheriff Jarrard said he had discussed pulling the needed funds from his SPLOST, but he is requesting that it be made as a budget item for next year. He does not want to give up any new vehicles by pulling the funds from SPLOST. Sheriff Jarrard said 42 out of 70 vehicles are over 100,000 miles, so he would like to hold off on the generator to see if it can come from next year's budget. Commissioner Moran asked about the estimated cost of a diesel generator, and Ms. Martin replied it would be anywhere from \$37,000 to \$45,000. The per therm cost for natural gas is cheaper than diesel and there will be long-term savings.

20. 2020 SPLOST 21 Work Plan (Special Projects Director Allison Martin)

2020 SPLOST 21 Work Plan

21. 2019 TSPLOST 21 Work Plan (Special Projects Director Allison Martin)

2019 TSPLOST 21 Work Plan

22. Naming of Road Off Pine Tree Way (Special Projects Director Allison Martin)

Naming of Road Off Pine Tree Way

23. Consideration of Pool Type (Special Projects Director Allison Martin)

Consider Changing Pool Type

Mr. Kelley said this will be discussed at the Regular Meeting instead of the Work Session.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

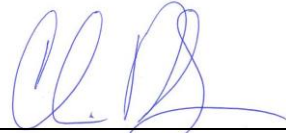
The meeting was adjourned at 6:04 PM.

April 21, 2021

Date



Melissa Witcher
County Clerk, Lumpkin County



Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Minutes Acceptance: Minutes of Mar 16, 2021 5:30 PM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Minutes
Commissioners Boardroom



March 16, 2021
6:00 P.M.

CALL TO ORDER

The meeting was called to order at 6:09 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	

INVOCATION

CONSIDERATION OF AGENDA

Motion: A motion was made by District 3 Commissioner Stringer to approve the agenda and move "proclamations" to underneath "consideration of agenda" and above "public comments". The motion was seconded by District 1 Commissioner Miller. The motion was approved and carried.

PROCLAMATIONS

1. Joint Child Abuse Prevention Month Proclamation

Joint Child Abuse Prevention Month Proclamation

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

2. LifeLink Donate Life Month Proclamation

This is a proclamation for LifeLink of Georgia proclaiming April as Donate Life Month.

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

3. Lumpkin County High School Girls Basketball Team Joint Proclamation

Lumpkin County High School Girls Basketball Team Joint Proclamation

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

4. Joint Proclamation for the Lumpkin County High School One Act Play State Champions

Joint Proclamation for the Lumpkin County High School One Act Play State Champions

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

PUBLIC COMMENTS (Agenda Specific)

Steven Leibel said he was impressed with the BOC's consideration of individual landowners and that every considered ordinance should take that into regard. He urged the BOC to table the proposed noise ordinance in consideration of the multimillion wine and event industry in this community. Mr. Leibel went on at length about how much the wine & events industry has done for Lumpkin County, including bringing in tax revenue, tourism dollars, and jobs. He said the wine industry needs to be included as stakeholders in this noise ordinance discussion. He requested that the Board of Commissioners create a study committee for a constitutional ordinance that includes representatives from the wine industry. Mr. Leibel stated he believes this ordinance as proposed would be unconstitutional and will enable people to sue the County. He also claimed the proposed ordinance would unfairly target the wine & events industry. Mr. Leibel said he is in favor of a noise ordinance, but it needs to be created with stakeholder input. He said the County needs all of the revenue and jobs generated by the wine & events industry. He ended his statements by saying this ordinance would be too vague for the Sheriff to enforce.

Sheriff Jarrard addressed the Commissioners and said he disagreed with Mr. Leibel about the ordinance. He stated he has had many conversations with the BOC over the years about a noise ordinance. He has asked certain industry individuals if they would honor a time cutoff, and they do not honor the agreements. Citizens call the Sheriff's Office with noise complaints at midnight or later, and the deputies cannot do anything. Sheriff Jarrard said businesses are not honoring the requested timeframes. There is a State law that helps control noisy residences, but it does not cover businesses. He said this ordinance would cover the venues which aren't covered by that State law. The Sheriff said residents that live near these loud locations want law enforcement to help them, but they currently can't. He said if the ordinance is passed, the deputies will simply ask venues to turn the noise down at first. If that does not help, then they will be able to issue a citation. He stated he has tried just asking and it does not work. He has spoken to individuals and asked them to honor a cutoff time, and it hasn't succeeded. The Sheriff said he will honor whatever decision the BOC makes tonight.

Citizen Lyman Caldwell said he doesn't want to put anyone out of business but we are in a mess. He said if Mr. Leibel had been at his house this weekend, he would be in favor of the ordinance due to the shaking from the loud music at 9:00 PM.

Mr. Leibel stood up to speak again and said this ordinance, if passed, would cost the County millions of dollars, which would be passed along to the taxpayers. He reiterated that there should be a study committee established to rationally discuss this. Concerns have to be objective and not based on hearsay. He requested the Commissioners to table this ordinance for now so the wine & event venue industry would not be destroyed.

Chairman Dockery said the industry has had ample opportunity to police themselves, and he has asked them repeatedly to do so. He said Mr. Garner himself has asked for an ordinance to go by. The government is only getting involved because it appears there is an issue with the industry policing itself, and the Chairman said he would rather not have to enact an ordinance. When a business plops down in a residential area, this is one of the unintended consequences. He said that the night Sheriff Jarrard called him at midnight about noise from a certain venue, he could hear the music loud and clear even though the Sheriff was standing in the street. The Chairman said he would hope everyone would self-police, but as the Sheriff stated, this issue has been going on for years. This has put the BOC in a situation where we need to address it.

Matthew Garner, Operations Director of Montaluce Winery, said his concern is that Montaluce has made \$2 million of contracts for 2021 and 2022. He fears the proposed ordinance could jeopardize his business, and asked the BOC if they could find a solution that won't prevent Montaluce from honoring its commitments. Shelby Everts, Director of Sales at Montaluce, said her main concern is the timing of it. She has 36 events this year that would be affected by a 10:00 pm cutoff time. She claimed most of their events never go past 11:30, and she has never had a wedding go past midnight. She said when cops show up at Montaluce during weddings,

it isn't a good experience for her guests. Ms. Everts said she wants her guests, her staff, and the neighbors to all be happy. She said a 12:00 pm cutoff time would be acceptable to her, but 10:00 pm is too early.

The Chairman addressed Ms. Everts and said he doesn't like getting called at 12:00 pm by angry citizens. He asked Ms. Everts if the volume of the music could be turned down. She said the guests are responsible for picking their DJs, but she does frequently ask DJs to turn their bass level down. Additionally, Ms. Everts said she receives calls from upset neighbors even if it is as early as 8:00 pm. Chairman Dockery suggested to Ms. Everts that she go down to the intersection outside of Montaluce during events to monitor the noise. People call him and say they can hear the music up to half a mile away. These venues sit down in the middle of traditionally residential areas and we have to respect the rights of people that live near them, he said. When venues are inconsiderate, we have to address it, but our requests so far have fallen on deaf ears, he said. No results have happened even from the Board requesting venues to turn down their volume.

Commissioner Mayfield said many of the ordinances from surrounding counties incorporate a decibel and distance requirement. They state a sound cannot be louder than a certain decibel level when measured at a specific distance. He does not think the passing of this ordinance would suddenly cause all of the wineries and event venues to get up and leave Lumpkin County. He agreed with the idea of having a committee to study the issue.

There was more discussion between Chairman Dockery and Shelby Everts regarding the noise levels at Montaluce. Ms. Everts said this proposed ordinance would be too vague and would disproportionately affect one side of the debate. She said she needs a specific level to turn the volume down to. Commissioner Stringer said to him, the time seems irrelevant. People are going to complain if they hear the sounds no matter what time of day it is. The Chairman said noise complaints have not only been limited to the winery & event venue businesses.

CONSIDERATION OF MINUTES

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

5. Board of Commissioners - Work Session - Feb 2, 2021 4:00 PM
6. Board of Commissioners - Special Called Work Session - Feb 9, 2021 3:30 PM
7. Board of Commissioners - Work Session II - Feb 16, 2021 5:30 PM
8. Board of Commissioners - Regular Meeting - Feb 16, 2021 6:00 PM
9. Board of Commissioners - Public Hearing - Feb 18, 2021 5:00 PM
10. Board of Commissioners - Special Called Meeting - Feb 18, 2021 5:15 PM

RESOLUTIONS

11. 2021 - 18 - A Resolution to Adopt a Revised Character Area Map of LC and to Amend Chapter 27 – Land Use (Planning Director Bruce Georgia)

A Resolution to Adopt a Revised Character Area Map of Lumpkin County, Georgia, and to Amend Chapter 27 – Land Use of the Code of Ordinances of Lumpkin County, Georgia

Motion: A motion was made by District 2 Commissioner Mayfield to approve A Resolution to Adopt a Revised Character Area Map of LC and to Amend Chapter 27 – Land Use. The motion was seconded by District 1 Commissioner Miller. The motion was approved and carried.

12. 2021 - 19 - Consideration of Use of Sound Amplifying Equipment Ordinance (Planning Director Bruce Georgia)

Adopt an ordinance that addresses the use of sound amplifying equipment throughout the county.

Motion: A motion was made by District 1 Commissioner Miller to approve the resolution. Rhett Stringer seconded the motion for discussion.

Motion: Commissioner Miller amended his motion to extend the hours allowing amplified sound on Fridays and Saturdays to 12 midnight. Commissioner Stringer withdrew his motion. Commissioner Moran seconded Commissioner Miller's amended motion.

Chairman Dockery said moving the cutoff time to midnight would be meaningless, but Commissioner Miller disagreed as it would match the ordinance for Dahlonega. The Chairman said he would be in favor of putting together a committee to come up with a solution. Commissioner Miller said if we can agree upon a committee, he will withdraw his motion.

Commissioner Moran said he visited many wineries and event venues over the last few weekends and he asked each one about their closing hours. All but one claimed they curtail their sound by 10:00 pm or earlier, so they do self-police some of their noise. He was in agreement that midnight would be a reasonable cutoff time, though that would not please all members of the community, as many of them want the noise to end even earlier. Commissioner Moran said event venue noise was not the only source of noise disturbance. He stated he would be in favor of establishing a noise committee.

Commissioner Mayfield said making the cutoff time at midnight won't have much of an impact since most of the complaining is occurring earlier. He said if people can't hear the noise at all, they won't care how late it is. We need to start considering the decibel and distance measurements. We can rescind this ordinance if it is unsuccessful, he added.

Commissioner Stringer said he cannot support a county-wide ordinance. He believes any sound restrictions should be tied to land use or to business licensing instead. Chairman Dockery said he is unwilling to wait any longer on this issue. We can create a committee and task them to solve it within 30 days; if they cannot, the BOC will have to step in. He said he has names he would like to consider for a committee, and he asked the BOC to consider a motion to create the ad-hoc committee.

Motion: Commissioner Miller moved to form a committee to solve the issue within 30 days. The motion was seconded by Commissioner Mayfield and the motion carried.

Chairman Dockery named Sheriff Jarrard, Lyman Caldwell, Bruce Georgia, Matthew Garner, Blair Housley, Carl Boegner, Bobby Mayfield, and Jeff Moran to serve on the committee. He tasked the County Manager with finding out if these individuals would be willing to serve. Mr. Kelley suggested including the County Attorney in discussions as an advisory role.

13. 2021 - 20 - March Surplus Property (Finance Director Abby Branan)

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

Motion: A motion was made by District 3 Commissioner Stringer to approve March Surplus Property. The motion was seconded by District 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

14. 2021-010 - Disaster Debris Removal & Disposal - Custom Tree Care, Inc. (Public Works Director Larry Reiter)

Renewal of contract for an additional 1-year term.

Motion: A motion was made by District 4 Commissioner Moran to approve Disaster Debris Removal & Disposal - Custom Tree Care, Inc.. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

15. 2021-011 - Disaster Debris Removal & Disposal - Graham County Land Company (Public Works Director Larry Reiter)

Renewal of contract for an additional 1-year term.

Motion: A motion was made by District 3 Commissioner Stringer to approve Disaster Debris Removal & Disposal - Graham County Land Company. The motion was seconded by District 1 Commissioner Miller. The motion was approved and carried.

16. 2021-012 - IT Services Agreement (Special Projects Director Allison Martin)

IT Services Agreement

Motion: A motion was made by Chairman Dockery to approve option 3, which is to retain ACNS and have them place an employee at the County during the week to handle the daily tasks of providing support to County staff. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

17. 2021-013 - GDOT Lighting Agreement at Oak Grove Roundabout (Public Works Director Larry Reiter)

Revised lighting agreement for Oak Grove Roundabout.

Motion: A motion was made by District 1 Commissioner Miller to approve GDOT Lighting Agreement at Oak Grove Roundabout. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

18. 2021-014 - GDOT Right of Way Maintenance Agreement at Oak Grove Roundabout (Public Works Director Larry Reiter)

GDOT has asked that the County take responsibility for the landscape maintenance of the roundabout located at the intersection of Oak Grove Road and US 19 BUS.

Motion: A motion was made by District 3 Commissioner Stringer to approve GDOT Right of Way Maintenance Agreement at Oak Grove Roundabout. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

OTHER ITEMS

19. Detention Center Generator Replacement (Special Projects Director Allison Martin)

Detention Center Generator Replacement

Motion: A motion was made by Chairman Dockery to approve with SPLOST funds, and that additional vehicles should be requested in the General Fund budget next year. The motion was seconded by District 1 Commissioner Miller. The motion was approved and carried.

20. 2020 SPLOST 21 Work Plan (Special Projects Director Allison Martin)

2020 SPLOST 21 Work Plan

Motion: A motion was made by District 3 Commissioner Stringer to approve 2020 SPLOST 21 Work Plan. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

21. 2019 TSPLOST 21 Work Plan (Special Projects Director Allison Martin)

2019 TSPLOST 21 Work Plan

Motion: A motion was made by District 3 Commissioner Stringer to approve 2019 TSPLOST 21 Work Plan. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

22. Naming of Road Off Pine Tree Way (Special Projects Director Allison Martin)

Naming of Road Off Pine Tree Way

Motion: A motion was made by District 2 Commissioner Mayfield to name it Aquatic Center Road. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

23. Consideration of Pool Type (Special Projects Director Allison Martin)

Consider Changing Pool Type

Mr. Kelley, the County Manager, told the BOC that we have recently come upon an opportunity to obtain a superior type of pool. He informed the Commissioners that he was approached by two companies that make these steel wall pools. They want to install this type of pool in our facility to gain a foothold in the southeastern market and will use our facility as a showcase. Mr. Kelley said he and staff have been discussing the differences between a regular concrete pool and this steel pool with a PVC overlay liner. There will be an additional cost up front but we will recoup it over time with operational savings and increased revenue. Mr. Kelley said it will be greatly desired by swim teams and other organizations. He has spoken to people active in the competition swimming community and they said this pool will attract people from all over the southeast. Mr. Kelley said we are 95% on the construction documents and we need a decision from the BOC tonight to move forward one way or the other. The steel pool will have a quicker installation than the traditional concrete pool. All of the staff involved with the aquatic center project are present to answer any questions, he added. All of the staff are in favor of this type of pool.

Special Projects Director Allison Martin said the steel pool was previously so far beyond our budget that we had not considered it. They are usually 40% more costly than regular pools, but these manufacturers want to enter our market and use this as a showcase. We have asked them to give us proposals and wanted to let the BOC make this decision. She explained this superior pool will enable us to host larger caliber meets as it will be on par with an Olympic level venue. The special construction enables faster swim times. Additionally, this will save on operational and chemical costs. The quicker installation time of this pool will enable us to open in April or May instead of July, so we will be able to generate revenue more quickly. The steel PVC lined pools are also safer than traditional pools and will save an estimated \$25,000 to \$30,000 per year on chemicals and maintenance. Steel-walled pools are highly desirable in the swimming community, which will enable us to potentially attract sponsors, Ms. Martin added.

Mr. Kelley said it is a big decision but he did not want to pass up this opportunity. Ms. Martin explained it will be an estimated \$900,000 difference, but the pricing is not final yet. Additional discussions will be needed to figure out the pricing and how bonds will be carried. There will be a few methods to reduce the pricing even further, and Ms. Martin said if we go to bid we will have numbers by which to verify the price. She thinks the revenue possibilities will be excellent and this will be beneficial for our community.

Commissioner Mayfield commented it will be good to generate economic development and to draw in visitors. Chairman Dockery made some comments regarding the maintenance, operation, and revenue. He said if it is true that the steel frame pool will increase revenues and decrease monthly costs, he doesn't see how we could go wrong by upgrading the pool.

Pool Consultant Bob McCallister said he and staff are in agreement about how beneficial this pool will be. This high caliber pool will attract regional, college, and national meets. This will give athletes a competitive edge over swim times from a regular pool. Mr. Kelley said this proposal includes the final diving board that had originally been omitted, which will attract even more NCAA swim teams. Tracy Sanford said he spent several days at Georgia Tech watching swim meets and he spoke to the officials regarding steel pools. They were extremely excited because this is the type of pool the Olympics has used since 1995, and it will lead to slightly faster swim times.

Motion: A motion was made by Chairman Dockery to move forward with the steel frame liner pool. The motion was seconded by District 1 Commissioner Miller. The motion was approved and carried.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Miller said the Health Department has increased vaccination appointments by double, and they began using the Johnson & Johnson vaccines last Friday.

Commissioner Mayfield said he appreciates working with everyone on the Board because even when we disagree, we still work together well. Chairman Dockery agreed with him.

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 7:52 pm.

April 21, 2021

Date



Melissa Witcher
County Clerk, Lumpkin County



Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Minutes Acceptance: Minutes of Mar 16, 2021 6:00 PM (CONSIDERATION OF MINUTES)

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



March 22, 2021
 4:00 P.M.

CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Chris Dockery	Chairman	Present	
David Miller	District 1 Commissioner	Present	4:02 PM
Bobby Mayfield	District 2 Commissioner	Present	
Rhett Stringer	District 3 Commissioner	Present	
Jeffrey Moran	District 4 Commissioner	Present	

CONSIDERATION OF AGENDA

Motion: A motion was made by Commissioner Stringer to approve the agenda. The motion was seconded by Commissioner Moran. The motion was approved and carried. Commissioner Miller was not present for the vote.

EXECUTIVE SESSION - Personnel

Motion: A motion was made by Commissioner Mayfield to enter Executive Session at 4:03 pm. The motion was seconded by Commissioner Miller. The motion was approved and carried.

Motion: A motion was made by Commissioner Miller to exit Executive Session and re-enter regular session at 5:52 pm. 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 Miller to adjourn the meeting. The motion was seconded by Commissioner Moran. The motion was approved and carried.

The meeting was adjourned at 5:55 pm.

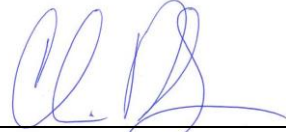
Minutes Acceptance: Minutes of Mar 22, 2021 4:00 PM (CONSIDERATION OF MINUTES)

April 21, 2021

Date



Melissa Witcher
County Clerk, Lumpkin County



Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Minutes Acceptance: Minutes of Mar 22, 2021 4:00 PM (CONSIDERATION OF MINUTES)



Lumpkin County, Georgia

County Clerk Department

Date:	April 20, 2021
Agenda Item:	Possible Amendment to Alcoholic Beverage License Fees
Item Description:	This is to consider amending the ordinance to allow an increase in the alcoholic beverage license fees.
Facts & Historical Information:	The GBI is requiring a background check on all alcoholic beverage licensees at renewal. After checking with the surrounding counties, our fees are lower in some areas. This is a request to increase the renewal fee to cover the cost of the backgrounds and consider bringing our fees in line with the surrounding counties. Beer & Wine Package Sales - LC \$1,000 Union - \$2,250 Dawson - \$1,300 Hall - \$1,000 White - \$800 Beer & Wine Consumption on Premises - LC \$1,000 Union - \$1,500 Dawson - \$1,500 Hall - \$1,400 White - \$1,200 Distilled Spirits - LC \$1,500 Union - \$1,500 Dawson - \$3,300 Hall - \$2,500 White - \$2,500
Potential Courses Of Action:	A. Approve the license fee increase to cover the cost of the background checks and to bring fees in line with surrounding counties. B. Approve the license fee increase only to cover the cost of the background checks. C. Deny the license fees increase. This is the least favorable option as it will require the county absorbing the cost of the background checks.
Staff Recommendation:	The recommendation of staff is to approve the increase in the alcoholic beverage license fee to cover the cost of the background checks and bring the fees in line with surrounding counties.

LUMPKIN COUNTY RESOLUTION NO. 2021 – 21

**A RESOLUTION TO AMEND
THE
LUMPKIN COUNTY ALCOHOLIC BEVERAGE ORDINANCE**

Whereas, the Lumpkin County Alcoholic Beverage Ordinance currently requires an application fee to defray investigative and administrative costs on new alcoholic beverage license applications in the amount of \$350.00; and

Whereas, the State now requires a background check on all alcoholic beverage licensees at renewal; and

Whereas, the Board of Commissioners desires to update the Lumpkin County Alcoholic Beverage Ordinance to provide that the application fee to defray investigative and administrative costs shall apply to all new alcoholic beverage license applications and to all renewal applications;

Now, therefore, it is hereby resolved by the Board of Commissioners that the application fee to defray investigative and administrative costs shall apply to all new alcoholic beverages license applications and to all renewal applications, and the Lumpkin County Alcoholic Beverage Ordinance set forth in Chapter 4 of the Code of Ordinances of Lumpkin County shall be revised accordingly.

Resolved, adopted and effective this 20th day of April, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Public Works Department

Date:	April 20, 2021
Agenda Item:	Consideration of a Resolution Revising the Road Acceptance Application Procedure
Item Description:	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.

Facts & Historical Information:

Lumpkin County currently has 2 procedures for the county to accept roads into the county maintenance system. They are the Existing Road Acceptance Procedure (Res. 2008-30, revised by Res. 2019-22) and the Newly Constructed Road Acceptance Procedure (Res. 2009-50). During the February, 2021 BOC retreat, these procedures were discussed and the recommendation was to 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.

Potential Courses of Action:

- a) Repeal resolutions 2008-30 and 2019-22 making only one process for accepting roads into the county system.
- b) Make no change and keep a separate process for existing and newly constructed roads.

Discussion of Courses of Action:

- a) COA a) will help to ensure that all road that are accepted into the county maintenance system will meet current county standards. Also, it will simplify the process allowing the applicant to have clearly defined requirement to that must be met before the BOC will hear the request.
- b) COA b) will allow the BOC to make decisions on road acceptance for roads that may not meet all of the requirements in the development regulations.

Budgetary Impact:

The main impact to the budget is the cost of maintenance of adopted roads. If a substandard road is adopted into the system, then the cost to maintain will most likely be higher.

Staff Recommendation:

Staff recommends COA a). This action will ensure that all safety requirements are met on roads that are adopted into the county system and that the cost of meeting the road requirements is paid by the applicant and not the citizens of the county.

LUMPKIN COUNTY RESOLUTION NO. 2021 – 22

**A RESOLUTION TO REPEAL THE LUMPKIN COUNTY
EXISTING ROAD ACCEPTANCE APPLICATION PROCEDURE
SET FORTH IN CHAPTER 42, ARTICLE IV, SECTION 42-51 OF THE
CODE OF ORDINANCES OF LUMPKIN COUNTY**

Whereas, Lumpkin County currently has a procedure in place to accept newly constructed roads into the county maintenance system as set forth in Chapter 26, Article X, Section 26-284 of the Code of Ordinances of Lumpkin County; and

Whereas, Lumpkin County has a different procedure in place to accept existing roads into the county maintenance system as set forth in Chapter 42, Article IV of the Code of Ordinances of Lumpkin County; and

Whereas, the Board of Commissioners has determined that the same procedures and standards should apply for the acceptance of any road into the county maintenance system;

Now therefore, it is hereby resolved that the procedure to accept existing roads into the county maintenance system as set forth in Chapter 42, Article IV, Section 42-51 of the Code of Ordinances of Lumpkin County is hereby repealed; and

It is further resolved that any road must be brought to current county development standards before consideration by the Board of Commissioners for adoption into the county maintenance system;

Resolved, adopted and effective this 20th of April, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: April 20, 2021

Agenda Item: Reappoint Members to LC Veterans Affairs Committee - William Rittenhouse & Daniel Bosanko

Item Description: 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

LUMPKIN COUNTY RESOLUTION NO. 2021 – 23

**A RESOLUTION TO REAPPOINT MEMBERS
TO THE
LUMPKIN COUNTY VETERANS' AFFAIRS ADVISORY COMMITTEE**

Whereas, the Board of Commissioners of Lumpkin County desires to reappoint members to the Lumpkin County Veterans' Affairs Advisory Committee as hereinbelow set out;

Now therefore, it is hereby resolved that the following persons are appointed to serve on the Lumpkin County Veterans' Affairs Advisory Committee for the seats and terms indicated below:

<u>Name:</u>	<u>Seat Number:</u>	<u>Term Expiration:</u>
William Rittenhouse	Seat 1	April 14, 2025
Daniel Bosanko	Seat 2	April 14, 2025

Resolved, adopted and effective this 20th day of April, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: April 20, 2021

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

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

LUMPKIN COUNTY RESOLUTION NO. 2021-24

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

Whereas, the Lumpkin County Board of Commissioners desires to reappoint a member to the Board of the Lumpkin County Water and Sewerage Authority whose term expires on May 31, 2021;

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

<u>Name</u>	<u>Seat</u>	<u>Term Expiration</u>
Murl D. Jones	7	May 31, 2025

Resolved, adopted and effective this 20th day of April, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Planning Department

Date:	April 20, 2021
Agenda Item:	Appoint Members to 2022 Lumpkin County Comprehensive Plan Advisory Committee
Item Description:	Request the BOC nominate and approve members to serve on the 2022 Comprehensive Plan Advisory Committee.

Facts & Historical Information:

In 2017, Lumpkin County completed a 5-year plan update to the Lumpkin County Comprehensive Plan. On February of 2022 an update of the plan is required in order to keep our QLG status with the DCA. DCA will reimburse GMRC for their part in the updating of the comprehensive plan. As part of the process of updating the plan, a stakeholder committee must be formed to act as a steering committee for the development of the plan. It is recommended that the committee consist of 8 to 10 members. Included in the committee are members of the governing authority. Attached is a copy of the minimum standards along with the suggested stakeholders list from the DCA.

On March 4, 2021, a formal letter requesting support was sent to the GMRC in order to start and support the process.

On March 19, 2021, the staff and elected officials were sent a 2022 Comp Plan input questionnaire which will help guide decisions concerning capital improvement projects and community development. The suspense date back to the Planning Department is no later than 30 April 2021.

There will also be opportunities during the process for public hearings and comment, invitations to take part in the general surveys that will be available to county residents and stakeholders to offer us directly their thoughts, concerns, and priorities for their community going forward.

Budget Impact:

GMRC will be paid for their part of the work by the DCA. There will be no cost for GMRC help to Lumpkin County.

Staff Recommendation:

Staff recommends that the BOC nominate and approve members to serve on the 2022 Comprehensive Plan Advisory Committee. Staff also recommends that the advisory committee be composed of the following:

1. 2 members of the BOC -
2. 3 members of the Planning Commission - Barbara Bosanko, Tony Nunley (Represents Real Estate and Agricultural Industries as well), Sean Phipps (Represent LCWSA as well)
3. Staff: Public Works Director - Larry Reiter; Planning Director - Bruce Georgia
4. Development Authority Executive Director - Rebecca Mincey
5. 2 Lumpkin County Citizens -

The committee should hold its first meeting in late April 2021.

Lumpkin County Resolution No. 2021 – 25

**A Resolution to Create a Comprehensive Plan Stakeholder Committee
and to
Appoint Members**

Whereas, in 2017, Lumpkin County completed a 5-year plan update to the Lumpkin County Comprehensive Plan ('Plan'); and

Whereas, the Board of Commissioners of Lumpkin County, in accordance with the requirements of the Georgia Department of Community Affairs ('DCA'), wishes to complete a full update of the Plan to be reviewed, refined and adopted on or before March 1, 2022, for subsequent submission to the DCA; and

Whereas, DCA recommends a Stakeholder Committee to oversee and make recommendations for said Plan; and

Whereas, the Board of Commissioners desires to form a Committee of ten (10) members consisting of two (2) members of the Board, two (2) members of the Planning Commission, the Planning Director, the Public Works Director, the DALC Director, the LCWSA Director and two (2) Lumpkin County citizens.

Now, therefore, be it resolved that the Lumpkin County Comprehensive Plan Stakeholder Committee is hereby created to serve at the pleasure of the Board of Commissioners and for the purposes as provided by law;

Be it further resolved that the following persons are appointed to serve on said Committee:

1. Commissioner
2. Commissioner
3. Planning Commission Member – Tony Nunley
4. Planning Commission Member – Barbara Bosanko
5. Lumpkin County Planning Director – Bruce Georgia
6. Lumpkin County Public Works Director – Larry Reiter
7. Development Authority of Lumpkin County Director – Rebecca Mincey
8. Lumpkin County Water & Sewerage Authority Director – Sean Phipps
9. Citizen –
10. Citizen –

It is further resolved that the Lumpkin County Planning Director shall be the chairperson of the committee.

Resolved, adopted and effective this 20th day of April, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:

StakeholderCmteMemo_Intro
GMRC Letter Requesting Comp Plan Update Support
COMP PLAN EVENT SCHEDULE Revision
DCARules.LPRs



MEMORANDUM

To: Nominees, Local Planning Stakeholder Advisory Committee
From: Adam Hazell, AICP, Planning Director
Date: March 15, 2021
Re: Lumpkin County Comprehensive Plan update

The Georgia Mountains Regional Commission (GMRC) has been invited by Lumpkin County to assist with forthcoming update of their *Comprehensive Plan*, the State-required document that identifies a community's vision for the future and outlines a work program for how to achieve stated objectives. (See page 2) You have volunteered or been nominated to participate on a special Advisory Committee to assist with the process.

The Advisory Committee is the body of residents, landowners, business representatives and other stakeholders whose input has been identified as critical to completing the planning process. Your nomination reflects your interest and knowledge of the community, and as such the GMRC hopes you'll participate in a series of meetings and online discussion to help us and the local governments craft an updated vision for the future of your hometown.

The process will likely feature one meeting each month from May through November, covering a range of topics from land use to housing, economic development, natural resources and more. (We understand the safety concerns present at this time and will take every precaution to ensure these meetings will be both available via conference call/online platforms and that any in-person appearances will abide by CDC guidelines.) The GMRC will provide materials for everyone to review and will lead you through some exercises to assess your thoughts on identifying and prioritizing the needs and opportunities for the community. We will also be conducting surveys of the general public and will conduct open forums inviting comments and questions from all who are interested. We hope that by the end of the process we'll have identified a consensus vision for the community's future and a general game plan for how to achieve that vision.

Please contact me via my email (listed below) to confirm your willingness and ability to participate on the committee and your preference for which day of the week to meet. Once we have an idea of everyone's availability, we'll schedule our first meeting.

Thank you for your time and consideration in assisting with this effort, and we look forward to working with all of you as we plan for the future of your hometown!

~

ahazell@gmrc.ga.gov



About Local Planning in Georgia

The Georgia Planning Act of 1989 established the framework for how local governments in Georgia plan for their future in conjunction with neighboring governments, utility providers and other stakeholders. Local comprehensive plans help governments address critical issues and opportunities while moving toward realization of its unique vision for the community's future. The planning requirements also provide technical guidance to communities in advancing the State's goals of:

- A growing and balanced economy;
- Protection of environmental, natural and cultural resources;
- Provision of infrastructure and services to support efficient growth and development patterns;
- Access to adequate and affordable housing for all residents;
- Coordination of land use planning and transportation planning to support sustainable economic development, protection of natural and cultural resources and provision of adequate and affordable housing; and
- Coordination of local planning efforts with other local service providers and authorities, neighboring communities and state and regional plans.

Local governments who develop and maintain a comprehensive plan in accordance with the minimum standards and requirements are assigned a "Qualified Local Government" (QLG) status, making them eligible for all forms of State funding and assistance. Local governments also use their comprehensive plan to monitor progress in achieving their own goals with regards to community development, effective capital improvement strategies and more.

~

Comments and questions about the process, the document or on behalf of the future of your community may be submitted to ahazell@gmrc.ga.gov. Be sure to list "**Lumpkin plan**" in the subject line to ensure receipt.



LUMPKIN COUNTY BOARD OF COMMISSIONERS

David Miller
District 1

Bobby Mayfield
District 2

Chris Dockery
Chairman

Rhett Stringer
District 3

Jeff Moran
District 4



15.b

March 4, 2021

Heather Feldman, Executive Director
Georgia Mountains Regional Commission
PO Box 1720
Gainesville, GA 30503

Dear Mrs. Feldman,

We understand and appreciate that the Department of Community Affairs allows the Georgia Mountains Regional Commission (GMRC) to assist its member governments with the implementation of their comprehensive plan. This letter is to indicate our request for support from the GMRC for the following project(s) within the coming year:

- 2022 Lumpkin County Comprehensive Plan Update

We look forward to working with the GRMC in these efforts and realizing the objectives identified in our planning process. If you have any questions please don't hesitate to contact our office.

Sincerely,

Chris Dockery
Chairman, Lumpkin County
Board of Commissioners

LUMPKIN COUNTY COMPREHENSIVE PLAN DEVELOPMENT SCHEDULE - 5 Year Update												
EVENT/ACTIVITY	MONTH											
	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUAR
Initiate contract or confirm process parameters	X											
1st Required public hearing to announce process	X	X										
Identify Advisory Committee members and targeted public forums		X										
Complete Report of Accomplishments		X										
Departmental and Authorities surveys		X	X									
Initiate Advisory Committee (Meet Monthly)		X	X	X	X	X	X	X	X	X		
Establish web page and develop media materials			X									
Public input period				X	X	X	X					
Confirm Community Vision						X						
Review public input & working draft Plan							X					
Confirm Goals and Priorities								X				
Update Future Development Strategy								X	X			
2nd Required public hearing to review draft									X			
Finalize draft									X			
Submittal of draft to GMRC/ DCA									X	X		
DCA review period; Possible amendments										X	X	
Adoption and publication												X

**RULES
OF
GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS**

**CHAPTER 110-12-1
MINIMUM STANDARDS AND
PROCEDURES FOR LOCAL
COMPREHENSIVE PLANNING**

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**CHAPTER 110-12-1-.01
PURPOSE**

110-12-1-.01 Purpose. These rules become effective October 1, 2018. The purpose of the Minimum Standards and Procedures is to provide a framework for the development, management and implementation of local comprehensive plans at the local, regional and state government level. They reflect an important state interest: healthy and economically vibrant cities and counties are vital to the state's economic prosperity.

Statewide benefits of comprehensive planning

City and county comprehensive planning should be conducted in the context of Georgia's strong and vibrant intergovernmental system that clearly recognizes the important role cities and counties play in fostering the state's image as an attractive place to invest, conduct businesses and raise a family. City and county comprehensive planning enhances coordination at many levels.

Local benefits of comprehensive planning

The highest and best use of comprehensive planning for local governments is to show important relationships between community issues. A local comprehensive plan is a fact-based resource for local constituents that tracks implementation of community-based policies. Furthermore, local comprehensive planning creates an environment of predictability for business and industry, investors, property owners, tax payers and the general public. In addition, the plan helps local governments to recognize and then

implement important economic development and revitalization initiatives. For these reasons, the state finds that well-planned communities are better prepared to attract new growth in a

highly competitive global market.

In short, local planning should recognize that:

- Assets can be accentuated and improved;
- Liabilities can be mitigated and changed over time; and
- Potential can be sought after and developed.

These minimum standards and procedures for city and county comprehensive planning reflect the principles of partnership and the unique needs, conditions and aspirations of each city and county.

Statutory Authority, O.C.G.A. 50-8-7.1(b)

CHAPTER 110-12-1-.02 REQUIREMENTS

110-12-1-.02 Requirements. O.C.G.A. 50-8-1 et seq. gives the Department authority to establish standards and procedures for comprehensive planning by all local governments in Georgia. Those standards and procedures, embodied herein, emphasize preparation of plans that help each local government address its immediate needs and opportunities while moving toward realization of its long-term goals for the future. In order to maintain qualified local government certification, and thereby remain eligible for selected state funding and permitting programs, each local government must prepare, adopt, maintain, and implement a comprehensive plan as specified in these standards.

(1) Required and Optional Plan Elements. Each community's comprehensive plan must include the required plan elements specified in the "Required for" column below. Each community is encouraged to go beyond these minimum required elements and supplement its comprehensive plan with other plan elements (refer to the list of optional plan elements in the Supplemental Planning Recommendations for suggestions) to make the overall plan a good fit for the community.

Plan Element	Required for	Recommended for	Specifics at
Community Goals	All local governments		110-12-1-.03(1)
Needs and Opportunities	All local governments		110-12-1-.03(2)
Community Work Program	All local governments		110-12-1-.03(3)
Broadband Services Element	All local governments		110-12-1-.03 (4)
Capital Improvements Element	Governments that charge impact fees		110-12-1-.03(5)
Economic Development Element	Communities included in Georgia Job Tax Credit Tier 1	Communities seeking improved economic opportunities for their citizens	110-12-1-.03(6)
Land Use Element	Communities with zoning or equivalent land development regulations that are subject to the Zoning Procedures Law	Communities that: • Are considering new land development regulations • Include Target Areas in their comprehensive plan • Wish to improve aesthetics of specific areas or protect the character of specific parts of their community	110-12-1-.03(7)

Transportation Element	Local governments that have territory included in a Metropolitan Planning Organization	Communities: • With automobile congestion problems in selected areas • Interested in adding alternative transportation facilities for bicyclists, pedestrians, public transportation users • That may have too much or too little parking in specific areas	110-12-1-.03(8)
Housing Element	HUD CDBG Entitlement Communities	Communities with: • Concentrations of low-quality or dilapidated housing • Relatively high housing costs compared to individual/family incomes • A jobs-housing imbalance	110-12-1-.03(9)

(2) Community Involvement. Each element of the comprehensive plan must be prepared with opportunity for involvement and input from stakeholders and the general public, in order to ensure that the plan reflects the full range of community needs and values. The three steps for involving stakeholders and the general public in developing the comprehensive plan are listed below.

(a) Identification of Stakeholders. Compile a list of stakeholders who need to have a voice in the development of the plan. Refer to the list of suggested stakeholders provided in the Supplemental Planning Recommendations for suggestions. Members of the governing authority must be included among the selected stakeholders and be actively involved in plan preparation, such as serving on the steering committee that guides development of the plan. This will help ensure that the plan will be implemented, because leadership that is involved in plan development is likely to become committed to seeing it through.

(b) Identification of Participation Techniques. Review each of the recommended community participation techniques identified in the Supplemental Planning Recommendations to select those to be used locally for involving the selected stakeholders in the process of developing the plan. At minimum, your community must form a steering committee to oversee and participate in development of the plan that includes some of the stakeholders identified in section (a) above, members of the governing authority, local economic development practitioners, and local government staff.

(c) Conduct Participation Program. Invite each of the stakeholders identified in section (a) above to participate in the activities and events identified in section (b). Use these participation events to solicit specific input on the content of the plan. Hold regular meetings of the steering committee to provide input and feedback to the plan preparers as the plan is developed.

(d) Documentation of Community Involvement Activities. Include an appendix to the comprehensive plan which assembles documentation showing that the activities discussed, above, occurred. This documentation must include: a list of stakeholders who were specifically identified to provide input on the plan; an overview of the participation techniques used to gather community input; and a list of the members of the steering committee that specifically identifies the governing authority and economic development practitioner representatives. Additionally, documentation of the community involvement activities and events undertaken in preparing the plan must be provided. The breadth and types of documentation may vary based upon community dynamics and the nature of the specific activities the community has undertaken. Acceptable types of documentation includes, but is not limited to: sign-in sheets from meetings/workshops/etc.; photographs of community involvement events; survey questions and results; records/agendas/minutes of meetings; copies of published advertisements of events; and/or copies of published social media posts.

(3) Consideration of the Regional Water Plan and the Environmental Planning Criteria.

During the process of preparing its comprehensive plan, each community must review the Regional Water Plan(s) covering its area and the Rules for Environmental Planning Criteria (established and administered by the Department of Natural Resources pursuant to O.C.G.A. 12- 2-8) to determine if there is need to adapt local implementation practices or development regulations to address protection of these important natural resources. The community must certify via a cover letter signed by its chief elected official that it has considered both the Regional Water Plan and the Rules for Environmental Planning Criteria when it transmits the plan to the Regional Commission for review.

(4) Review of the Comprehensive Plan. Upon completion, the comprehensive plan must be transmitted to the Regional Commission for review. Both the Regional Commission and the Department will review the plan and respond to the local government with findings and recommendations. Once approved by the Department as being in compliance with the Minimum Standards and Procedures, the local government may adopt the plan. Specific details for this review process are covered in section 110-12-1-.04.

(5) Official Listing of Planning Requirements and Deadlines. The Department maintains and makes available on its website a recertification schedule identifying the deadlines for comprehensive plan updates, and the specific plan elements that must be included in each update, for all counties and municipalities in Georgia.

(6) Alternative Planning Requirements. Any Regional Commission may apply to the Department for approval of alternative planning requirements for a particular community if both the community's leadership and Regional Commission agree that an alternative to the planning standards provided herein is more appropriate for the community. Communities interested in pursuing alternative planning requirements should consult with their regional commission for ideas and guidance prior to beginning their local planning process. Specific details about applying for this exemption are covered in section 110-12-1-.04(3).

(7) Planning Resources and Support.

(a) The Department's Supplemental Planning Recommendations provide ideas and suggested best practices to assist communities as they prepare their plans and address these Minimum Standards and Procedures.

(b) The community's Regional Commission is available to prepare the four core elements of the comprehensive plan (i.e., the Community Goals, Needs and Opportunities, Broadband Element, and Community Work Program), or an alternative plan of similar or lesser complexity agreed upon under the alternative planning requirements specified in section (5) above, at no additional cost for any interested community.

(c) To help ensure the ongoing efficacy of the comprehensive plan, the community's Regional Commission will meet with each community's leadership regularly to:

- review the plan;
- identify any needed changes or updates;
- discuss the community's recent plan implementation accomplishments;
- prioritize plan implementation activities for the upcoming year; and
- offer Regional Commission assistance with plan implementation.

Statutory Authority, O.C.G.A. 50-8-7.1(b)

CHAPTER 110-12-1-.03 PLAN ELEMENTS

110-12-1-.03 Plan Elements. This chapter provides guidance for completing each element of the comprehensive plan. Communities should refer to section 110-12-1-.02(1) of these rules or the Department's recertification schedule to determine which plan elements are required for their jurisdiction. For any of these plan elements, it is certainly acceptable and encouraged to draw from a previously prepared plan that addresses the guidance below into the comprehensive plan in lieu of preparing a new plan element. Each community is also encouraged to add optional elements to their comprehensive plan to address specific local needs (refer to the list of optional plan elements in the Supplemental Planning Recommendations for suggestions).

(1) Community Goals. (Required for all local governments, updates at local discretion.) The purpose of the Community Goals element is to articulate a long-term strategy for creating the set of conditions judged, by the community, to be best suited to maximizing the collective wellbeing of its residents. The Community Goals element details the overarching concepts which should guide local day-to-day decision-making for five, ten, even twenty years into the future. As such, the Community Goals shall be developed through a very public process of involving community leaders and stakeholders. The Community Goals are intended to generate local pride and enthusiasm about the future of the community, thereby leading citizens and leadership to act to ensure that the plan is implemented. The result must be an easy-to-use document readily referenced by community leaders as they work toward achieving this desired future of the community. Regular update of the Community Goals is not required, although communities are encouraged to amend the goals whenever appropriate.

The Community Goals must include at least one or a combination of any of the four components listed below:

(a) General Vision Statement. Include a general statement that paints a picture of what the community desires to become, providing a complete description of the development patterns to be encouraged within the jurisdiction.

(b) List of Community Goals. Include a listing of the goals the community seeks to achieve. Review the suggested community goals in the Supplemental Planning Recommendations for suggestions.

(c) Community Policies. Include any policies (such as, "New development will be encouraged to locate on infill sites closer to town, whenever possible.") the local government selects to provide ongoing guidance and direction to local government officials for making decisions consistent with achieving the Community Goals. Refer to suggested policies listed in the Supplemental Planning Recommendations for suggestions.

(d) Character Areas and Defining Narrative. This option lays out more specific goals for the future of the community by community sub-areas, districts, or neighborhoods, and may be prepared using the guidance provided for the Land Use Element at 110-12-1-.03(6)(a).

(2) Needs and Opportunities. (Required for all local governments, updates required every five years.) This is the locally agreed upon list of Needs and Opportunities the community intends to address. In contrast to the long-term focus of the Community Goals element, the Needs and Opportunities element conveys the relatively short-term imperatives which will require direct

attention from the community in the following five years. The list must be developed by involving community stakeholders in carrying out a SWOT (strengths, weaknesses, opportunities, threats) or similar analysis of the community. The community may opt to designate specific needs or opportunities as “high priority” indicating that they must be followed-up with corresponding implementation measures in the Community Work Program. The following resources may also be enlisted to help stakeholders identify local Needs and Opportunities:

(a) Supplemental Planning Recommendations. Review the list of typical needs and opportunities provided in the Supplemental Planning Recommendations and select those that are applicable for the community.

(b) Analysis of Data and Information. Check for potential needs and opportunities by reviewing and evaluating demographic, economic, housing, transportation and other data and information about the community. When evaluating this data and information, focus on:

- Whether it verifies needs or opportunities identified previously;
- Whether it uncovers new needs or opportunities not previously identified;
- Whether it indicates significant local trends that need to be considered in the planning process.

In order to ensure a concise and readable comprehensive plan, it is not recommended to include the data and information provided on the Department’s website in your plan, nor is it required to include evaluations, data, or maps to substantiate or illustrate the identified needs or opportunities. However, if the community finds it worthwhile, it may include charts, graphs, and/or tables illustrating the data-points which are most critical to its planning process in an appendix to the plan.

(c) Analysis of Consistency with Quality Community Objectives. Evaluate the community’s current policies, activities, and development patterns by comparing with the Department’s Quality Community Objectives and the supporting Best Practices available on the Department’s website. Use this analysis to identify any community needs and opportunities for adapting local activities, development patterns and implementation practices to the Quality Community Objectives.

(3) Community Work Program. (Required for all local governments, updates required every five years.) This element of the comprehensive plan lays out the specific activities the community plans to undertake during the five years following adoption of the plan as provided at section 110-12-1-.04(1)(j) to address its Needs and Opportunities while steadily moving toward the realization of its Community Goals. This includes any activities, initiatives, programs, ordinances, administrative systems (such as site plan review, design review, etc.) to be put in place to implement the plan. (Note that general policy statements should not be included in the Community Work Program, but instead should be included in the Community Goals element, perhaps in a section devoted specifically to Community Policies.) The Community Work Program must include the following information for each listed activity:

- Brief description of the activity;
- Timeframe for initiating and completing the activity;
- Responsible party for implementing the activity;
- Estimated cost (if any) of implementing the activity; and

- Funding source(s), if applicable.

(4) Broadband Services Element. (Required for all local governments, updates at local discretion.) Each local government must include in its Local Comprehensive Plan an action plan for the promotion of the deployment of broadband services by broadband service providers into unserved areas within its jurisdiction. The action plan must describe steps for the promotion of reasonable and cost-effective access to broadband to parts of the local government's jurisdiction designated by the Department as unserved areas. The local action plan required pursuant to this element may include, but shall not be limited to, any assessments, studies, ordinances, and/or goals to achieve certification as a Broadband Ready Community or designation of facilities and developments as Georgia Broadband Ready Community Sites. Each local comprehensive plan should contemplate and seek to implement this element in a manner which stresses the importance of broadband deployment across this state, and that broadband services should be considered as important as other necessary utilities.

(5) Capital Improvements Element. (Required for local governments that charge impact fees, optional but encouraged for all other local governments. Updates required every year.) For communities that charge development impact fees, a detailed Capital Improvements Element prepared to meet the Development Impact Fee Compliance Requirements (DCA Rules 110-12-2) is required. As such, it is not necessary to embed this element directly into the comprehensive plan document; however, it must be consistent with and reflective of the other components of the comprehensive plan.

(6) Economic Development Element. (Required for local governments included in Georgia Job Tax Credit Tier 1, optional but encouraged for all other local governments. Updates at local discretion.) Identify community goals, needs, and opportunities related to economic development and vitality of the community, and Community Work Program activities for addressing these needs and opportunities, considering such factors as diversity of the economic base, quality of the local labor force, effectiveness of local economic development agencies, programs and tools. The analysis produced for the Comprehensive Economic Development Strategy (CEDS) for the region or a similar local economic development plan may be substituted for this element's analytic requirements (and should be provided appropriate reference/citation); however, applicable community goals, needs and opportunities, and work program items, as provided in sections (1) through (3), above, must be explicitly integrated into the Local Comprehensive Plan.

(7) Land Use Element. (Required for local governments with zoning or equivalent land development regulations that are subject to the Zoning Procedures Law, optional but encouraged for all other local governments. Updates required every five years.) The Land Use Element, where required, must include at least one of the two components listed below:

(a) Character Areas Map and Defining Narrative. Identify and map the boundaries of existing or potential character areas (see definition in Chapter 110-12-1-.05) covering the entire community, including existing community sub-areas, districts, or neighborhoods. Refer to the list of recommended character areas provided in the Supplemental Planning Recommendations for suggestions. Note that community improvement districts, tax allocation districts, Livable Centers Initiative planning areas, designated redevelopment areas

and the like are good candidates for delineation as character areas.

For each identified character area, carefully define a specific vision or plan that includes the following information:

- Written description and pictures/illustrations that make it clear what types, forms, styles, and patterns of development are to be encouraged in the area. Refer to recommended development patterns listed in the Supplemental Planning Recommendations for suggestions.
- Listing of specific land uses and/or (if appropriate for the jurisdiction) zoning categories to be allowed in the area.
- Identification of implementation measures to achieve the desired development patterns for the area, for example: more detailed sub-area planning, new or revised local development regulations, incentives, public investments, and infrastructure improvements. Refer to recommended plan implementation measures listed in the Supplemental Planning Recommendations for suggestions.

(b) Future Land Use Map and Narrative. Prepare a Future Land Use Map that uses conventional categories or classifications to depict the location (typically parcel by parcel) of specific future land uses. If this option is chosen, prepare the Future Land Use Map using either of the land use classification schemes described below and include a narrative that explains how to interpret the map and each land use category within the context of the community producing the plan.

1. Standard Categories. More detailed categories used by communities must be able to be grouped into one of the following industry-standard categories:

- **Residential.** The predominant use of land within the residential category is for single-family and multi-family dwelling units organized into general categories of net densities.
- **Commercial.** This category is for land dedicated to non-industrial business uses, including retail sales, office, service and entertainment facilities, organized into general categories of intensities. Commercial uses may be located as a single use in one building or grouped together in a shopping center or office building. Communities may elect to separate office uses from other commercial uses, such as retail, service or entertainment facilities.
- **Industrial.** This category is for land dedicated to manufacturing facilities, processing plants, factories, warehousing and wholesale trade facilities, mining or mineral extraction activities, or other similar uses.
- **Public/Institutional.** This category includes certain state, federal or local government uses, and institutional land uses. Government uses include government building complexes, police and fire stations, libraries, prisons, post offices, schools, military installations, etc. Examples of institutional land uses include colleges, churches, cemeteries, hospitals, etc. Do not include facilities that are publicly owned, but would be classified more accurately in another land use category. For example, include publicly owned parks and/or recreational facilities in the park/recreation/conservation category; include landfills in the industrial category; and include general office buildings containing government offices in the commercial category.
- **Transportation/Communication/Utilities.** This category includes such uses as

major transportation routes, public transit stations, power generation plants, railroad facilities, radio towers, telephone switching stations, airports, port facilities or other similar uses.

- **Park/Recreation/Conservation.** This category is for land dedicated to active or passive recreational uses. These areas may be either publicly or privately owned and may include playgrounds, public parks, nature preserves, wildlife management areas, national forests, golf courses, recreation centers or similar uses.
- **Agriculture/Forestry.** This category is for land dedicated to farming (fields, lots, pastures, farmsteads, specialty farms, livestock production, etc.), agriculture, or commercial timber or pulpwood harvesting.
- **Undeveloped/Vacant.** This category is for lots or tracts of land that are served by typical urban public services (water, sewer, etc.) but have not been developed for a specific use or were developed for a specific use that has since been abandoned.
- **Mixed Use.** For a detailed, fine-grained mixed land use, or one in which land uses are more evenly balanced, mixed land use categories may be created and applied at the discretion of the community. If used, mixed land use categories must be clearly defined, including the types of land uses allowed, the percentage distribution among the mix of uses (or other objective measure of the combination), and the allowable density of each use.

(c) Land Based Classification Standards (LBCS). As an alternative to the standard classification system, local governments may, at their discretion, utilize the LBCS developed by the American Planning Association. The full implementation of this alternative system includes five dimensions to describe land uses, including activity, function, site development character, structural character, and ownership. Local governments electing to employ this system must at a minimum identify the function dimension of land uses in the analyses, assessments, mapping, and other land use requirements of this chapter.

(8) Transportation Element. (Required for the portions of a local government's jurisdiction that are included in a Metropolitan Planning Organization, optional but encouraged for all other local governments. Updates at local discretion.) The analysis provided in the Metropolitan Planning Organization's transportation strategy for the region or a similar local transportation plan may be substituted for this element's analytical requirements (and should be provided appropriate reference/citation); however, applicable community goals, needs and opportunities, and work program items, as provided in sections (1) through (3), above, must be explicitly integrated into the Local Comprehensive Plan. If, rather than using the analysis prepared in a separate plan, a new Transportation Element is prepared, it must include the following components:

(a) Evaluate the adequacy of the following major components of the local transportation system for serving needs of the community throughout the planning period:

- **Road Network.** Identify roads, highways and bridges. Also identify any significant issues with the road network, including connectivity, signalized intersections or inadequate signage.
- **Alternative Modes.** Identify bicycle, pedestrian facilities and public transportation or other services for populations without automobiles. Also identify areas of the community

where mode choice is limited. Evaluate how effectively mobility needs of the community are met by these alternative transportation modes.

- **Parking.** Identify areas with insufficient parking or inadequate parking facilities (e.g., downtown, busy commercial areas), excess or obsolete surface parking facilities in need of retrofitting or redevelopment.
- **Railroads, Trucking, Port Facilities and Airports.** Identify freight and passenger rail lines, major rail intermodal facilities, non-rail freight operations, seaports, harbors, and commercial and general purpose air terminals. Evaluate the impact of these on the overall transportation network.
- **Transportation and Land Use Connection.** The transportation element should recognize that transportation policies, programs, and projects should be planned in alignment with local land use development policies. Future transportation investments should similarly be matched with appropriate land use policies.

(b) Develop a strategy for addressing any needs or opportunities identified above and integrate this strategy into the Local Comprehensive Plan's community goals, needs and opportunities and, community work, as provided in sections (1) through (3), above.

(9) Housing Element. (Required for Community Development Block Grant Entitlement Communities, optional but encouraged for all other local governments. Updates at local discretion.) Use the following factors to evaluate the adequacy and suitability of existing housing stock to serve current and future community needs. Factors to consider include: housing types and mix, condition and occupancy, local cost of housing, cost-burdened households in the community, jobs-housing balance, housing needs of special populations, and availability of housing options across the life cycle. The analysis provided in the Consolidated Plan or similar local housing plan may be substituted for this element's analytical requirements (and should be provided appropriate reference/citation); however, applicable community goals, needs and opportunities, and work program items, as provided in sections (1) through (3), above, must be explicitly integrated into the Local Comprehensive Plan.

Statutory Authority, O.C.G.A. 50-8-7.1(b)

CHAPTER 110-12-1-.04 PROCEDURES

110-12-1-.04 Procedures.

(1) Preparation, Transmittal and Review of the Comprehensive Plan. All required hearings should be handled in a manner that is consistent with any locally-adopted ordinances or other customary processes regarding the conduct of public hearings. The Department recommends that any community which must include a Land Use Element in its plan pursuant to section 110-12-1-.03(7) should comply with the Zoning Procedures Law (O.C.G.A. § 36-66-1, et seq.). Failure to handle public hearings appropriately may undermine the legal validity of the local comprehensive plan. Documentation of the required public hearings (e.g., a copy of the “tear sheet” advertising the hearing in the local newspaper, a sign-in sheet from the hearing, etc.) must be included in the appendix of community involvement activities discussed in section 110-12-1-.02(2)(d).

(a) First Required Public Hearing. A first public hearing must be held at the inception of the local planning process. The purpose of this hearing is to brief the community on the process to be used to develop the plan, opportunities for public participation in development of the plan, and to obtain input on the proposed planning process. Once public comments have been addressed, the community may begin the process of developing the plan.

(b) Developing the Plan - Community Involvement. Each element of the plan must be prepared with considerable opportunity for involvement and input from stakeholders, local leadership, and the general public, following the process specified in section 110-12-1-.02(2). This will help ensure that the plan reflects the full range of community needs and values and that the plan will be implemented, because citizens and leadership that are involved in plan development are likely to become committed to seeing it through.

(c) Second Public Hearing. A second public hearing must be held once the plan has been drafted and made available for public review, but prior to its transmittal to the Regional Commission for review. The purpose of this hearing is to brief the community on the contents of the plan, provide an opportunity for residents to make final suggestions, additions or revisions, and notify the community of when the plan will be submitted to the Regional Commission for review. Once public comments have been addressed, the plan must be transmitted to the Regional Commission with the cover letter provided at section 110-12-1-.02(3).

(d) Submittal for Review. Upon completion, the local government must transmit its plan to the Regional Commission for review. Once received, the Regional Commission shall immediately forward the plan to the Department for review, indicating the date the plan was received from the local government. This date of submittal for review is the beginning of the plan review process.

(e) Notification of Interested Parties. Once the Regional Commission has accepted the plan for review, it shall immediately notify interested parties of the availability of the plan for review and comment, providing the name of the local government, the general nature of the plan and a deadline by which comments must be returned to the Regional Commission. At minimum, interested parties shall include:

- Local governments inside or outside the Regional Commission's region that are contiguous to the submitting local government, and other local governments that are likely to be affected by the plan;
- Any local authorities, special districts, or other entities identified in evaluating intergovernmental coordination mechanisms and processes (if applicable);
- Regional Commissions that are contiguous to the local government or that are likely to be affected by the plan; and
- Affected state agencies, including the Department of Transportation, the Department of Natural Resources, the Georgia Environmental Facilities Authority, and the Department.

The Regional Commission may (at its sole discretion) conduct a hearing at which any local government, Regional Commission or other local, regional, or state agency may present its views on the plan. The rules for conducting such hearings shall be as approved and adopted by the Council of the Regional Commission.

(f) Regional Commission Review. The Regional Commission shall review the plan for potential conflicts with plans of neighboring jurisdictions, opportunities for interjurisdictional/regional solutions to common issues, and consistency with the adopted regional plan for the region.

(g) Department Review. The Department shall review the required elements of the plan for compliance with the Minimum Standards and Procedures. This review may result in identification of deficiencies that must be resolved before the plan can be approved. The Department may also provide advisory comments to the community and/or the plan preparer (if the plan was prepared by some other party) which are intended to improve the usefulness of the submitted plan and other, future plans. Such advisory comments shall not prevent a local government from adopting an otherwise compliant local comprehensive plan. The Department's findings and recommendations resulting from its review shall be transmitted to the Regional Commission for inclusion in the final report within 35 days after submittal for review.

(h) Report of Findings and Recommendations. Within 40 days after submittal for review, the Regional Commission must transmit a report of findings and recommendations to the local government and a copy of which shall be provided to the Department. This report must include:

- Comments submitted by interested parties that reviewed the plan and (if applicable) a summary of the regional review hearing, detailing any significant issues raised;
- The Regional Commission's findings from its Intergovernmental and Consistency review of the plan and its recommendations for addressing these findings; and
- A copy of the Department's findings and recommendations resulting from its review of the plan.

(i) Plan Revisions. If the Report of Findings and Recommendations indicates that the plan is not yet in compliance with the Minimum Standards and Procedures, the local government must address any requested changes by revising the plan and resubmitting it

to the Regional Commission for review. Once the plan is resubmitted for review, both the Department and the Regional Commission will complete their review and respond to the local government as soon as possible. This process of revision and review can be repeated until the plan is found to be in compliance with the Minimum Standards and Procedures.

(j) Adoption of the Plan. Once the plan has been found by the Department to be in compliance with the Minimum Standards and Procedures, the local governing body may adopt the approved plan. In order to maintain Qualified Local Government certification, the local government must adopt the approved plan. If the local government fails to adopt the plan within one year after the plan is found to be in compliance with the Minimum Standards and Procedures, it will be necessary to resubmit the plan for review as provided at 110-12-1-.04(1)(d).

(k) Notification of Local Adoption. Within seven days of local adoption of the approved plan, the local government must provide an executed copy of the adoption resolution and an as-adopted version of the plan to the Regional Commission. Within seven days of receipt of this written notice, the Regional Commission must forward these documents to the Department.

(l) Qualified Local Government Certification. Once the Department has been notified by the Regional Commission that a local government has adopted the approved plan, the Department will notify the local government that Qualified Local Government certification has been extended.

(m) Publicizing the Plan. Once adopted by the local government, the availability of the plan must be publicized by the local government for public information. This requirement may be met by providing notice in a local newspaper of general circulation, posting notice on the local government's website, or using similar means to notify the public of plan adoption and directing them where a complete copy of the plan may be reviewed.

(2) Maintaining the Plan. Local governments are responsible for maintaining their plans to accurately reflect current community conditions and the community's goals and priorities for the future. Maintenance of the plan includes plan amendments and regular updates of the plan.

(a) Plan Amendments. The local government determines when a plan amendment is necessary to address changing circumstances that may have detracted from the usefulness of the plan as a guide to local decision-making. Any amendment which, in the judgement of the Department, may impact the compliance of any comprehensive plan component within these standards may be required to follow the submittal and review procedures outlined in section 110-12-1-.04(1). Guidance on the applicability of this requirement may be sought from the appropriate regional commission and/or the Department.

(b) Plan Updates. The elements of the comprehensive plan identified in Chapter 110-12-1-.03 as requiring 5-year updates must be updated every five years in accordance with the recertification schedule maintained by the Department. If significant changes have occurred in community conditions (e.g., if the data upon which the plan is based has become significantly outdated, or the community's goals have changed), a more

extensive update of other elements of the plan may be called for. A comprehensive plan update shall include update of all elements specified for five-year update in Chapter 110-12-1-.03 plus:

- A new Community Work Program (which includes the project which are included in the Capital Improvements Element) covering the five-year period beginning at the time the plan update is adopted as provided at section 110-12-1-.03(1)(j). And,
- A report of accomplishments that describes the current status of each activity in the previous Community Work Program (which includes the Capital Improvements Program). At a minimum, local governments must indicate which activities that:
 - Have been completed;
 - Are currently underway (including a projected completion date);
 - Have been postponed (explaining why and when it will be resumed); or
 - Have been cancelled and are no longer activities the local government intends to undertake (explaining why).

Any activities reported as “underway” or “postponed” must be reflected in the new Community Work Program or elsewhere in the comprehensive plan update, as appropriate.

(c) Submittal and Review Procedures for Plan Updates. Plan Updates and, when necessary, Plan Amendments shall be reviewed following the submittal and review procedures outlined in section 110-12-1-.04(1).

(d) Service Delivery Strategy Review. The update schedule for required five-year updates to each county comprehensive plan required by paragraph (b) of this section shall serve as the basis for a ten-year update schedule for the review of service delivery strategy agreements required by Code Section 36-70-28 (b)(1) such that each service delivery strategy agreement shall be reviewed after every other five-year county comprehensive plan update beginning with the most recent update.

(3) Variances. A request for alternative planning requirements or a variance from particular requirements in these rules must be submitted to the Department in writing by the local government and its Regional Commission, and must provide sufficient documentation to substantiate the request.

Variance requests specifically asking only for time extensions to complete plans or plan updates will be granted only under the following conditions:

(a) If the preparation of a plan or plan update is substantially complete at the time revised Minimum Standards and Procedures take effect and the local government desires to change its plan or major plan update to conform to the new requirements. Generally, such variance will only be granted if the local government's recertification date falls within 12 months after the effective date for the revised Minimum Standards and Procedures.

(b) If events beyond the local government's control have occurred (e.g., a natural disaster that affects the local government's jurisdiction or a fire that substantially damages the local government's planning or administrative offices, etc.) and the local government is

under extraordinary stress in coping with this compelling situation.

(4) Mapping Requirements. If either a Character Areas Map or Future Land Use Map is included in the plan, this must be submitted to the appropriate regional commission and the Department in a GIS digital vector data format simultaneously with the comprehensive plan. To facilitate the preparation of these and other maps that may be included in the plan. It is recommended that plan preparers use these maps, but if other maps are used, they must meet the following requirements:

(a) Digital Format. Maps submitted in digital form must be provided as digital vector map products, using the shapefile format via a Department-approved exchange media or electronic transfer method.

(b) Base Maps. Base or reference maps must equal or exceed the scale, accuracy, precision, and feature content of the equivalent map made available by the Department. They must use the Georgia Coordinate System of 1985 as defined in the O.C.G.A. 44-4-20 through 44-4-31, or use latitude and longitude coordinates based on the North American Datum of 1983.

(c) Boundaries. All administrative or political boundaries on maps submitted to the Department must include the latest available boundaries from the U.S. Census Bureau. In the event that the U.S. Census boundary map provided on the Department's website does not represent current municipal boundaries, due to recent annexations or de-annexations that have not yet been reported through the official U.S. Census Boundary and Annexation Survey update process, the plan preparer must use the most accurate representation of boundaries available. However, in cases where it is necessary to submit such alternate boundaries to the Department, the affected municipality is advised that O.C.G.A. 36-36-3 requires cities to report all annexations to the Department. Consequently, the municipality will be expected to participate in the next annual U.S. Census Boundary and Annexation Survey to reconcile these differences in their boundary map.

Statutory Authority, O.C.G.A. 50-8-7.1(b)

CHAPTER 110-12-1-.05 DEFINITIONS

110-12-1-.05 Definitions. For the purpose of these rules, the following words shall have the meaning as contained herein unless the context does not permit such meaning. Terms not defined in these rules but defined in O.C.G.A. 50-8-1, et seq., or O.C.G.A. 50-39-1 shall have the meanings contained therein. Terms not defined in these rules, nor in O.C.G.A. 50-8-1, et seq., or O.C.G.A. 50-39-1 shall have ascribed to them the ordinary accepted meanings such as the context may imply. For the purpose of these rules, the terms “shall” and “must” have the same meaning, are mandatory in nature, and are indicative of a requirement. The following terms and definitions shall be used to guide the implementation of the comprehensive planning process.

- (1) ‘Character Area’ means a specific geographic area or district within the community that:
- has unique or special characteristics to be preserved or enhanced (such as a downtown, a historic district, and arts district, a neighborhood, or a transportation corridor);
 - has potential to evolve into a unique area with more intentional guidance of future development through adequate planning and implementation (such as a strip commercial corridor that could be revitalized into a more attractive village development pattern); or
 - requires special attention due to unique development issues (rapid change of development patterns, economic decline, etc.).

Each character area is a planning sub-area within the community where more detailed, small-area planning and implementation of certain policies, investments, incentives, or regulations may be applied in order to preserve, improve, or otherwise influence its future development patterns in a manner consistent with the Community Goals.

- (2) ‘Community’ means the local jurisdiction (county or municipality) or group of local jurisdictions (in the case of a joint plan) that are preparing a local plan.

- (3) ‘Comprehensive Plan’ means plan meeting these Minimum Standards and Procedures. The comprehensive plan must be prepared pursuant to the Minimum Standards and Procedures for preparation of comprehensive plans and for implementation of comprehensive plans, established by the Department in accordance with O.C.G.A. 50-8-7.1(b) and 50-8-7.2.

- (4) ‘Comprehensive Planning Process’ means planning by counties or municipalities in accordance with the Minimum Standards and Procedures.

- (5) ‘Conflict’ means any conflict, dispute, or inconsistency arising:
- Between or among plans, or components thereof, for any counties or municipalities, as proposed, prepared, proposed to be implemented, or implemented;
 - Between or among plans for any regions, as proposed, prepared, proposed to be implemented, or implemented;
 - Between or among plans, or components thereof, for any counties or municipalities and plans for the region which include such counties or municipalities, as such plans are proposed, prepared, proposed to be implemented, or implemented;

- With respect to or in connection with any action proposed to be taken or taken by any county, municipality, or other local government relating to or affecting regionally important resources, as defined by the Department; or
- With respect to or in connection with any action proposed to be taken or taken by any county, municipality, or other local government relating to or affecting developments of regional impact, as defined by the Department.

(6) ‘Core Elements’ means the Community Goals, Needs and Opportunities, Broadband Element, and Community Work Program. These are the primary elements that must be included, at a minimum, in each community’s Comprehensive Plan.

(7) ‘County’ means any county of this state.

(8) ‘Days’ means calendar days, unless otherwise specified.

(9) ‘Density’ means an objective measurement of the number of people or residential units allowed per unit of land, such as dwelling units per acre.

(10) ‘Department’ means the Department of Community Affairs established under O.C.G.A. 50-8-1.

(11) ‘Governing Body’ means the board of commissioners of a county, sole commissioner of a county, council, commissioners, or other governing authority of a county or municipality.

(12) ‘Infrastructure’ means those man-made structures which serve the common needs of the population, such as: sewage disposal systems; potable water systems; potable water wells serving a system; solid waste disposal sites or retention areas; stormwater systems; utilities; piers; docks; wharves; breakwaters; bulkheads; seawalls; bulwarks; revetments; causeways; marinas; navigation channels; bridges; and roadways.

(13) ‘Local Government’ means any county, municipality, or other political subdivision of the state.

(14) ‘Metropolitan Planning Organization’ means the federally designated agencies created in urban areas containing more than 50,000 people that are charged with conducting comprehensive, coordinated planning processes to determine the transportation needs of their respective constituencies, and prioritizing and programming projects (including bicycle and pedestrian projects) for federal funding.

(15) ‘Minimum Standards and Procedures’ means the Minimum Standards and Procedures, including the minimum elements which shall be addressed and included, for preparation of comprehensive plans, for implementation of comprehensive plans, for updates of comprehensive plans including update schedules, and for participation in the coordinated and comprehensive planning process.

(16) ‘Mediation’ means the process to be employed by the Department and Regional Commissions for resolving conflicts which may arise from time to time in the comprehensive planning process. Procedures and guidelines to govern mediation are as established by the Department pursuant to O.C.G.A. 50-8-7.1(d).

(17) 'Municipality' means any municipal corporation of the state and any consolidated government of the state.

(18) 'Plan' means the comprehensive plan for any county or municipality.

(19) 'Plan amendment' means a change to the adopted plan that occurs between plan updates. Amendments of the adopted plan are appropriate when the conditions, policies, etc., on which the plan is based, have significantly changed so as to materially detract from the usefulness of the plan as a guide to local decision making, or when required by the Department as a result of changes to the Minimum Standards and Procedures.

(20) 'Plan update' means a more or less complete re-write of the plan, which shall occur approximately every five years, in accordance with the recertification schedule maintained by the Department.

(21) 'Planning' means the process of determining actions which state agencies, Regional Commissions, and local governments propose to take.

(22) 'Qualified Local Government' means a county or municipality that adopts and maintains a comprehensive plan as defined in these Minimum Standards and Procedures.

(23) 'Regional Commission' means a Regional Commission established under O.C.G.A. 50-8-32.

(24) 'Regional Plan' means the comprehensive plan for a region prepared by the Regional Commission in accordance with the standards and procedures established by the Department.

(25) 'Rules for Environmental Planning Criteria' means those standards and procedures with respect to natural resources, the environment, and vital areas of the state established and administered by the Department of Natural Resources pursuant to O.C.G.A. 12-2-8, including, but not limited to, criteria for the protection of water supply watersheds, groundwater recharge areas, wetlands, protected mountains and protected river corridors.

(26) 'Service Delivery Strategy' means the intergovernmental arrangement among municipal governments, the county government, and other affected entities within the same county for delivery of community services, developed in accordance with the Service Delivery Strategy law. To ensure consistency between the plan and the agreed upon strategy: (1) the services to be provided by the local government, as identified in the plan, cannot exceed those identified in the agreed upon strategy and (2) the service areas identified for individual services that will be provided by the local government must be consistent between the plan and Strategy. As provided in Code Section 36-70-28 (b)(1), Service Delivery Strategies must be reviewed, and revised if necessary, in conjunction with county comprehensive plan updates.

(27) 'Supplemental Planning Recommendations' means the supplemental recommendations provided by the Department to assist communities in preparing plans and addressing the Minimum Standards and Procedures. The plan preparers and the community are encouraged to review these recommended best practices where referenced in the Minimum Standards and Procedures and choose those that have applicability or helpfulness to the community and its planning process.

(28) ‘Update Schedule’ means: the schedule or schedules for updating comprehensive plans on an annual or five-year basis as provided for in paragraph (2)(b) of Section 110-12-1-.04 of these Rules. The term “Update Schedule’ also means an additional schedule for the review of Service Delivery Strategy agreements by counties and affected municipalities on a ten-year basis in conjunction with comprehensive plan updates.

Statutory Authority, O.C.G.A. 50-8-7.1(b)



Lumpkin County, Georgia

Finance Department

Date:	April 20, 2021
Agenda Item:	Amend the 2021 Budget Calendar for FY2022 Budget
Item Description:	Amend the 2021 Budget Calendar for FY2022 Budget Due to a Date Error
Facts & Historical Information:	The Board of Commissioners adopted the 2021 budget calendar for FY2022 budget by Resolution 2020-51. Staff has identified a date error in the calendar. The adopted calendar has June 8, 2021 as the Work Session where the proposed budget will be presented. The Board of Commissioners Work Session date is June 1, 2021, and the budget calendar should reflect that date.
Potential Courses of Action:	A) Amend the 2021 Budget Calendar to correct the error. B) Do not amend the 2021 Budget Calendar, but this will cause the County to be in conflict with the adopted calendar
Budget Impact:	There is no impact to the budget by amending the budget calendar.

LUMPKIN COUNTY RESOLUTION NO. 2021-26

**A RESOLUTION TO AMEND AND RESTATE THE 2021 BUDGET CALENDAR
FOR THE 2022 BUDGET
AS ADOPTED IN RESOLUTION NO. 2020-51**

Whereas, in accordance with the procedures set out in O.C.G.A. Title 36, Chapter 81, on November 17, 2020, by Lumpkin County Resolution No. 2020-51, the Lumpkin County Board of Commissioners adopted the Lumpkin County 2021 Budget Calendar for establishing the 2022 Budget; and

Whereas, it has been determined that the date in the calendar for the meeting to present the proposed budget is in error and should be corrected from June 8, 2021 to June 1, 2021 to coincide with the Board's first work session June;

Now, therefore, it is hereby resolved that, pursuant to the authority vested in the governing authority of Lumpkin County by Article 9, Sections 2 and 4 of the Constitution of the State of Georgia, and O.C.G.A. § 36-81-3(d), the Lumpkin County Board of Commissioners hereby amends the Lumpkin County 2021 Budget Calendar for the 2022 fiscal year budget as reflected in Exhibit "A" attached hereto and incorporated herein.

Resolved, adopted and effective this 20th day of April, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:

Exhibit A 2021 BUDGET CALENDAR Amended 04.20.21

**LUMPKIN COUNTY, GEORGIA
2021 BUDGET CALENDAR
FOR FISCAL YEAR BEGINNING 1/1/2022
(Calendar Date - Start 03/08/2021)**

- | | |
|--|--|
| March 8, 2021 | - BUDGET PREPARATION
Provide budget request forms and budget preparation calendar to elected officials and department heads. |
| April 1, 2021 | - PROPERTY TAX RETURNS
Property tax returns must be filed with the Lumpkin County Board of Tax Assessors between January 1 & April 1 of each year. The taxpayer may elect not to file a property tax return if there have been no changes that would affect the value of their property from the previous year. O.C.G.A. § 48-5-18 |
| April 5, 2021 | - BUDGET REQUEST
Completed budget request forms are due back to Finance Department. |
| April 15, 2021 -
April 23, 2021 | - BUDGET COMMITTEE
Committee will review requests and make recommendations. Finance Department will prepare proposed budget for review by elected officials and department heads. |
| April 26, 2021 | - MAIL ASSESSMENT NOTICES (Begin 45 day appeal period)
Change in assessment notices mailed by Tax Assessors. O.C.G.A. § 48-5-306 |
| April 26, 2021 -
May 7, 2021 | - CONFERENCES - BUDGET COMMITTEE
Analyze proposed budget and hold public conferences with elected officials and department heads. 1-hour sessions per department to discuss changes. |
| June 1, 2021 | - PRESENT PROPOSED BUDGET
Present proposed budget at Board of Commissioners Work Session. (Finance Dept.) |
| June 10, 2021 | - LAST DATE TO APPEAL ASSESSMENT CHANGE
Last date to appeal assessment change to Tax Assessors. |
| June 14, 2021 -
June 21, 2021 | - BOARD OF COMMISSIONERS & BUDGET COMMITTEE MEETINGS
Board of Commissioners and Budget Committee meetings to set final budget. |
| July 15, 2021 | - DIGEST
July 15th - Date for completion of revision and assessment of returns; submission of completed digest to Tax Commissioner. O.C.G.A. § 48-5-302 |
| July 28, 2021 | - PUBLISH MILLAGE RATE & 5 YEAR HISTORY
Advertise millage rate & 5 year history: July 28
Publish at least two (2) weeks prior to establishment of millage rates. O.C.G.A. § 48-5-32 |
| July 28, 2021 | - ADVERTISE PUBLIC HEARING AND AVAILABILITY OF BUDGET
Advertise public hearing: July 28 & August 4
Notice shall be published at least seven (7) days before the budget hearing is held. O.C.G.A. § 36-81-5 |
| July 28, 2021 | - ADVERTISE PUBLIC HEARING "NOTICE OF PROPERTY TAX INCREASE"
Advertise public hearing: July 28 & August 4 |

**LUMPKIN COUNTY, GEORGIA
2021 BUDGET CALENDAR
FOR FISCAL YEAR BEGINNING 1/1/2022
(Calendar Date - Start 03/08/2021)**

If proposed millage rate increases beyond roll-back rate the levying authority shall advertise its intent to do so and shall conduct at least three public hearings thereon, at least one of which shall commence between the hours of 6:00 p.m. and 7:00 p.m. O.C.G.A. § 48-5-32.1

- | | |
|--------------------------|--|
| August 4, 2021 | - ADVERTISE ADOPTION OF TENTATIVE BUDGET
Advertise meeting: August 4 and August 11
Budget must be adopted at a public meeting, which shall be advertised at least one (1) week prior to the meeting. O.C.G.A. § 36-81-6 |
| August 10, 2021 | - PUBLIC HEARING ON PROPOSED BUDGET
Meeting at 5:00 p.m. - Lumpkin County Administration Building O.C.G.A. § 36-81-5 |
| August 10, 2021 | - PUBLIC HEARING "NOTICE OF PROPERTY TAX INCREASE"
Hearing held if proposed millage rate increases beyond roll-back rate.
Meeting at 5:30 p.m. - Lumpkin County Administration Building |
| August 12, 2021 | - PUBLIC HEARING "NOTICE OF PROPERTY TAX INCREASE"
Hearing held if proposed millage rate increases beyond roll-back rate.
Meeting at 9:00 a.m. - Lumpkin County Administration Building |
| August 24, 2021 | - PUBLIC HEARING "NOTICE OF PROPERTY TAX INCREASE"
Hearing held if proposed millage rate increases beyond roll-back rate.
Meeting at 4:30 p.m. - Lumpkin County Administration Building |
| August 24, 2021 | - ADOPTION OF BUDGET RESOLUTION
Budget adopted by resolution at Board of Commissioners Special Called Meeting.
Meeting at 4:00 p.m. - Special Called Meeting O.C.G.A. § 36-81-6 |
| August 24, 2021 | - ESTABLISH MILLAGE RATES
Millage rates established by resolution at Board of Commissioners Special Called Meeting.
Meeting at 4:00 p.m. - Special Called Meeting |
| September 1, 2021 | - DIGEST
September 1st - Submission of completed digest for State Revenue Commissioner.

O.C.G.A. § 48-5-205/ If needed, Tax Commissioner requests extension & appt. est. date |
| October 2, 2021 | - TAX BILLS MAILED (Upon State approval of County Tax Digest) O.C.G.A. § 48-5-220 |
| December 1, 2021 | - TAXES DUE (60 days after bills are mailed) O.C.G.A. § 48-5-233 |
| January 1, 2022 | - FY 2022 BEGINS |



Lumpkin County, Georgia

Finance Department

Date: April 20, 2021

Agenda Item: Request to Remove Old Body Cooler from Surplus

Item Description: Consideration of removal of old body cooler from surplus.

Facts & Historical Information:

On October 20, 2020, the Board of Commissioners approved Resolution 2020-46 to surplus the old body cooler, which was replaced with a larger unit in May 2020. While the unit was still operable, the former Coroner did not desire to keep it after receiving the new, larger unit. Mark Cox, who was appointed Coroner in January 2021, has requested that the County keep the old body cooler as a backup, and it has been used this year when the new body cooler needed maintenance. Chief Wimpy has space at Station #1 and has agreed to house both body coolers.

Potential Courses of Action:

A) Approve removal of the old body cooler from surplus.
 B) Keep the old body cooler as surplus and list the item for sale. Any unsold items will be disposed of in accordance with O.C.G.A.

Budget Impact:

If the item is removed from surplus, the County will not receive any revenue from selling the asset, but this revenue was not included in the 2021 budget.

LUMPKIN COUNTY RESOLUTION NO. 2021 – 27**A RESOLUTION TO REMOVE CERTAIN PROPERTY FROM SURPLUS**

Whereas, by Lumpkin County Resolution No. 2020-46, the Lumpkin County Board of Commissioners determined that an Old Coroner's Body Cooler S/N 004785 was no longer being used and declared it surplus; and

Whereas, the Lumpkin County Coroner has requested to keep the old body cooler for use as a backup; and

Whereas, the Board desires to remove said body cooler from surplus to allow the Coroner to use said body cooler as requested;

Now therefore, it is hereby resolved that the Old Coroner's Body Cooler S/N 004785 is removed from surplus and shall be placed back in the County inventory for use by the Lumpkin County Coroner.

Resolved, adopted and effective this 20th of April, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:

Res 2020-46 October Surplus Property
Surplus List October 2020

LUMPKIN COUNTY RESOLUTION No. 2020 – 46

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

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

Now therefore, it is hereby resolved that said property described above is declared surplus; and

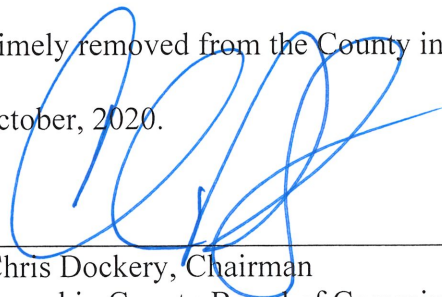
It is further resolved that the County Manager shall review and evaluate the economic worth of said property to determine which items have economic value and to advertise those items on “GovDeals.com” for sale to the best and highest bidder; and

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

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

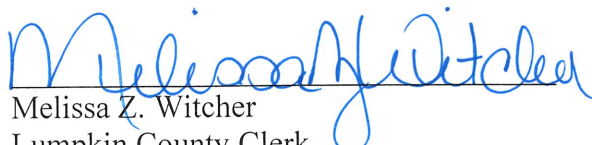
It is further resolved that all such property be timely removed from the County inventory.

Resolved, adopted and effective this 20th of October, 2020.



Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:



Melissa Z. Witcher
Lumpkin County Clerk

Attachment: Res 2020-46 October Surplus Property (2021 - 27 : Request to Remove Old Body Cooler from Surplus)

Exhibit 'A'

Surplus Request

Description	S/N	Quantity
Old Coroner's Body Cooler	004785	1

Attachment: Res 2020-46 October Surplus Property (2021 - 27 : Request to Remove Old Body Cooler from Surplus)

Surplus Request

Description	S/N	Quantity
Old Coroner's Body Cooler	004785	1

Attachment: Surplus List October 2020 (2021 - 27 : Request to Remove Old Body Cooler from Surplus)



Lumpkin County, Georgia

Public Works Department

Date:	April 20, 2021
Agenda Item:	Disaster Debris Monitoring Contract - Thompson Consulting Services, LLC
Item Description:	Extend contract with Thompson Consulting Services, LLC for an additional year.
Facts & Historical Information:	During the clean-up for Hurricane Irma it was determined that it took at a minimum 6 road department staff members to monitor the debris clean-up. This cut the staff that was available to do road maintenance for nearly 6 months. It was determined that this work should be contracted out and FEMA would pay for up to 85% of the cost. Staff released a R.F.Q., received 4 proposals and awarded 2 contracts for debris monitoring in 2019. The contracts have an option to extend for an additional year.
Potential Courses Of Action:	A. Extend the contract for an additional year ending December 31, 2021 B. Do not extend the contract and rebid. C. Do not extend the contract and do debris monitoring in house.
Budget Impact:	There will be no impact on the budget unless there is a declared disaster and the contractor is issued a notice to proceed. If that happens, FEMA will reimburse the county for up to 85% of the costs.
Staff Recommendation:	The recommendation of staff is COA A, extend the contracts to December 31, 2021
Attachments:	Exhibit A Thompson Consulting Disaster Debris Monitoring Contract - Thompson Consulting Services 2021

Exhibit A

HOURLY RATE SCHEDULE

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

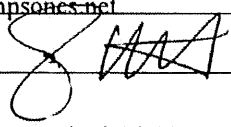
ITEM #	POSITIONS	HOURLY RATES	HOURS*	TOTAL
1.	Project Manager	\$ 67.00	40	\$ 2,680.00
2.	Data Manager	\$ 55.00	10	\$ 550.00
3.	Cost Recovery Specialist	\$ 95.00	4	\$ 380.00
4.	Field Supervisors	\$ 49.00	70	\$ 3,430.00
5.	Fixed Site Monitors	\$ 35.00	67	\$ 4,900.00
6.	Environmental Specialist	\$ 62.00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

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

NAME OF BUSINESS: Thompson Consulting Services, LLC

CONTACT PERSON: Jon Hoyle

EMAIL ADDRESS: jhoyle@thompsons.net

AUTHORIZED SIGNATURE: 

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

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

This agreement is made and entered into as of the 20th day of April, 2021, between **Lumpkin County Board of Commissioners**, hereinafter referred to as “Lumpkin County”, a political subdivision of the State of Georgia, and **Thompson Consulting Services, LLC**, a Delaware limited liability company authorized to transact business in the State of Georgia.

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

A. Scope of Work and Payment:

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

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

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

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

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

The Consultant will, at no cost to the County:

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

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

III. DEBRIS MONITORING AND ADMINISTRATION

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

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

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

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

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

incurred and reconcile debris collection and Consultant invoices.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Services include:

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

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

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

Services include:

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

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

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

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

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

Services include:

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

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

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

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

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

a. Pre-event

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

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

b. Post-event

The listed services performed by the Consultant must include:

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

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

J. OTHER RELATED SERVICES

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

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

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

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

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

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

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

hauled.

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

V. PAYMENT MONITORING AND RECONCILIATION PROCESS:

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

VI. PAYMENT FOR WORK:

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

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

B. Communication and Public Information:

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

C. Liability:

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

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

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

D. Insurance:

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

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

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

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

E. Assignment of Contractual Rights and Subcontracting:

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

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

F. Indemnity:

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

G. Documents Deemed Part of Contract:

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

H. Severability:

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

I. Dispute Resolution:

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

J. Cancellation:

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

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

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

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

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

K. Safe Working Environment and Drug Free Workplace

Consultant shall provide a safe working environment.

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

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

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

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

L. Amendments or Modifications:

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

M. Notices:

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

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

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

and to Lumpkin County at the following address:

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

N. Term of Contract:

This contract shall commence on April 20, 2021, and end on December 31, 2021. This contract may be renewed upon mutual agreement for up to two (2) additional one-year terms.

Lumpkin County:

 Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

Attest:

 Melissa Z. Witcher, Lumpkin County Clerk

Consultant:

Thompson Consulting Services, LLC

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



Lumpkin County, Georgia

Public Works Department

Date:	April 20, 2021
Agenda Item:	Disaster Debris Monitoring Secondary Contract - Goodwyn, Mills, & Cawood
Item Description:	Extend contract with Goodwyn, Mills, and Cawood for an additional year.
Facts & Historical Information:	During the clean-up for Hurricane Irma it was determined that it took at a minimum 6 road department staff members to monitor the debris clean-up. This cut the staff that was available to do road maintenance for nearly 6 months. It was determined that this work should be contracted out and FEMA would pay for up to 85% of the cost. Staff released a R.F.Q., received 4 proposals and awarded 2 contracts for debris monitoring in 2019. The contracts have an option to extend for an additional year.
Potential Courses Of Action:	A) Extend the contract for an additional year ending December 31, 2021 B) Do not extend the contract and rebid. C) Do not extend the contract and do debris monitoring in house.
Budget Impact:	There will be no impact on the budget unless there is a declared disaster and the contractor is issued a notice to proceed. If that happens, FEMA will reimburse the county for up to 85% of the costs.
Staff Recommendation:	The recommendation of staff is COA A., extend the contracts to December 31, 2021
Attachments:	- Exhibit A Goodwyn Mills Cawood - Disaster Debris Monitoring Contract - GMC 2021

HOURLY RATE SCHEDULE

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

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

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

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

CONTACT PERSON: Robert Ramsey

EMAIL ADDRESS: robert.ramsey@gmcnetwork.com

AUTHORIZED SIGNATURE: Robert Ramsey

* indicates roles that are covered by other positions.

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

This agreement is made and entered into as of the 20th day of April, 2021, between **Lumpkin County Board of Commissioners**, hereinafter referred to as “Lumpkin County”, a political subdivision of the State of Georgia, and **Goodwyn, Mills and Cawood, Inc.**, an Alabama corporation authorized to transact business in the State of Georgia.

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

A. Scope of Work and Payment:

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

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

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

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

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

The Consultant will, at no cost to the County:

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

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

III. DEBRIS MONITORING AND ADMINISTRATION

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

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

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

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

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

incurred and reconcile debris collection and Consultant invoices.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Services include:

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

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

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

Services include:

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

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

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

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

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

Services include:

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

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

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

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

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

a. Pre-event

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

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

b. Post-event

The listed services performed by the Consultant must include:

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

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

J. OTHER RELATED SERVICES

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

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

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

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

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

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

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

hauled.

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

V. PAYMENT MONITORING AND RECONCILIATION PROCESS:

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

VI. PAYMENT FOR WORK:

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

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

B. Communication and Public Information:

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

C. Liability:

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

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

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

D. Insurance:

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

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

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

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

E. Assignment of Contractual Rights and Subcontracting:

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

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

F. Indemnity:

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

G. Documents Deemed Part of Contract:

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

H. Severability:

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

I. Dispute Resolution:

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

J. Cancellation:

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

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

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

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

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

K. Safe Working Environment and Drug Free Workplace

Consultant shall provide a safe working environment.

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

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

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

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

L. Amendments or Modifications:

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

M. Notices:

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

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

Goodwyn, Mills and Cawood, Inc.
 Attn: Robert Ramsey, Vice President Disaster Recovery
 6120 Powers Ferry Rd SW, Ste 350
 Atlanta, Georgia 30339

and to Lumpkin County at the following address:

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

N. Term of Contract:

This contract shall commence on April 20, 2021, and end on December 31, 2021. This contract may be renewed upon mutual agreement for up to two (2) additional one-year terms.

Lumpkin County:

 Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

Attest:

 Melissa Z. Witcher, Lumpkin County Clerk

Consultant:

Goodwyn, Mills and Cawood, Inc.

 By: Robert Ramsey
 Title: Vice President Disaster Recovery



Lumpkin County, Georgia

Special Projects Department

Date: April 20, 2021

Agenda Item: Library Pavilion Construction RFP

Item Description: Library Pavilion Construction RFP

Facts & Historical Information:

Staff was tasked with obtaining a set of plans for a pavilion to sit next to the new library. Plans were obtained and approved by the board. The board then asked staff to put the plans out using the request for proposal model to obtain qualified firms to construct the facility. After reviewing the two submissions, and the corresponding prices proposals, staff is ready to bring this item to the board for consideration. Both firms, Scroggs and Grizzel and Everlast, were responsive with Everlast having the lowest cost proposal at \$189,479.85. This proposal is based upon per plan specifications. The proposals and the proposal fee forms are attached for review. This project will be jointly funded by the library from funds raised from the community. The board could consider moving forward and direct staff to have legal prepare a contract for construction using the lowest proposal fee submitted. The board could consider negotiating with the lowest proposer to arrive at a different value.

Potential Courses Of Action:

The board could choose to not move forward with the project at this time and let the time expire on these proposals. This would require the project to be re-advertised at a later date.

Contract Term: The contract would run for 180 days.

Budget Impact: There is no impact to the county's operating budget as this would be funded operationally by the library and it is covered under general fund savings for construction in conjunction with a donation from the library.

Staff Recommendation: **The recommendation of staff is to enter into a contract with Everlast and proceed with the project.**

Attachments:

Everlast Qualifications submission
 Scroggs and Grizzel Contracting Qualifications submission
 Everlast Cost Proposal 5
 Scroggs and Grizzel Contracting Cost Proposal 5
 Everlast responses to questions



LUMPKIN COUNTY LIBRARY PAVILION

VOLUME I

QUALIFICATIONS

Attachment: Everlast Qualifications submission (2021-017 : Library Pavilion Construction RFP)



PROJECT OVERVIEW

Construction of new a pavilion on the existing flat pad located at the southern end of the library. Construction will be performed as detailed in the provided plans by Fuller Design Company. Finishes to be matched with existing structure per sited in the RFP- scope of work (2.0).



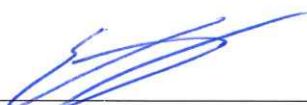
PROPOSER'S TECHNICAL CHECKLIST PROPOSAL SUBMITTAL PACKET
(For use with Volume I- Qualifications Proposal)

Company: Everlast Construction Group, LLC

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

President

 Title

Eric Antebi, President

 Print Name

3-25-2021

 Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

Attachment: Everlast Qualifications submission (2021-017 : Library Pavilion Construction RFP)



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: Everlast Construction Group, LLC

Company <u>Hartwell Depot Center</u>	
Street Address <u>96 Railroad Street</u>	
City, State & Zip <u>Hartwell, GA 30643</u>	
Contact Person Name <u>Jon Herschell</u>	Title _____
Phone _____ FAX _____	Email <u>jherschell@hartcom.net</u>
Describe Scope of Work and dates of project/service: <u>June 2020 Complete historic renovation of train depot building from 1800's.</u>	
Company <u>Veterans Memorial Park Gym & Maintenance Bldg.</u>	
Street Address <u>186 Recreation Road</u>	
City, State & Zip <u>Dawsonville, GA 30534</u>	
Contact Person Name <u>Bryan Young</u>	Title _____
Phone <u>(706) 265-2774</u> FAX _____	Email <u>byoung@dawsoncounty.org</u>
Describe Scope of Work and dates of project/service: <u>August 2020</u>	
<u>Construction of new maintenance / storage building & Lloyd Crane Center.</u>	
Company <u>Vets Park Pavilion</u>	
Street Address <u>7345 Cumming Highway</u>	
City, State & Zip <u>Canton, GA 30115</u>	
Contact Person Name <u>Jordan Wood</u>	Title <u>Parks Director</u>
Phone <u>(770) 924-7768</u> FAX _____	Email _____
Describe Scope of Work and dates of project/service: <u>Construction of</u>	
<u>new picnic pavilion - April 2020</u>	

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

Attachment: Everlast Qualifications submission (2021-017 : Library Pavilion Construction RFP)



Lumpkin County Library Pavilion Project Approach

Everlast Construction will follow the below outline to ensure the project is delivered within schedule, budget and per construction documents.

Step One: Preconstruction

1. **Schedule:** Everlast will provide a project schedule to all project stakeholders. This schedule will outline the overall project from preconstruction through closeout/ client turnover. The schedule will be provided as a Gantt chart format using the critical path method.
2. **Project Kickoff:** Everlast will host a kickoff meeting with Lumpkin County Stakeholders to review the overall project charter. Key items to be identified during the kickoff meeting will include:
 - a. Project overview
 - b. Stakeholder & responsibilities
 - c. Logistic plan to identify limits of work, construction barriers, access, work hours, etc.
 - d. Permitting & Approvals Process
 - e. OAC meetings & requirements
 - i. Submittals & RFI distribution

Step Two: Course of Construction

1. **Project Startup:** Everlast to host a meeting on site with all project team members (subcontractors) to review the project requirements and distribute safety orientation. Everlast will post all required postings along with PPE poster and setup all temporary facilities, utilities, barricades, erosion control, etc.
2. **Schedule Management:** Everlast will generate a 2-week look ahead each week to ensure the project remains on schedule. This 2-week look ahead will be distributed to all team members on a weekly basis.
3. **Safety:** Everlast will ensure safety is at the forefront of each project, through hosting weekly safety meetings, daily safety checks and verification of proper licenses and certifications of individuals.
4. **Quality Control:** Everlast will have a qualified project superintendent dedicated to the project. The Superintendent will be updated on all construction documents and verify that all work conforms with the construction documents. The Project Superintendent and Project Manager will work closely to identify all aspects of the project are met and implemented correctly.

Step Three: Closeout

1. **Municipal Requirements:** Everlast will maintain documentation of all required inspections, testing and reporting's.
2. **Project Closeout:** Everlast will provide all closeout documents for Lumpkin County to include but not limited to the following:
 - a. Red Line Drawings
 - b. Submittal Log
 - c. RFI Log
 - d. Warranties
 - e. O&M's
 - f. Permit Close Out Documentation (CO)



PROJECT EXPERIENCE

Vets Park Pavilion - \$63K

7345 Cumming Highway, Canton, GA 30115

Construction of new picnic pavilion.

April 2020

Hartwell Depot Center - \$252K

96 Railroad Street, Hartwell, GA 30643

Historic renovation of 1800s train depot building

June 2020

Veterans Memorial Park - \$464K

186 Recreation Road, Dawsonville, GA 30534

Construction of new maintenance/ storage building and gym.

August 2020



PROFILE

In 2007, Eric Antebi, a born native of Atlanta, Georgia, founded Everlast Construction with one thought in mind - *quality*. Learning from his father while growing up in the construction industry, Eric learned not only the value of hard work, but also about integrity. Entering the general construction industry with nothing but an education of service and grit for quality, Eric focused on the customers' needs and the quality they desired. Over the years, Eric has used his skills and expertise to build a successful company and make his mark in today's industry.

CERTIFICATIONS

GENERAL CONTRACTORS LICENSE:
GA, AL, VA, TN, SC, NC, MS

BLUE CARD

ERIC ANTEBI

PRESIDENT

EDUCATION

Truett McConnell University
Watkinsville, GA

PROJECT EXPERIENCE

The Lakes Community - \$2.5M

Construction of a multifamily building and garage structures to include all site work.

Simmons Microbiology Laboratory - \$850K

Construction of new laboratory wing to the existing facility along with an interior renovation of existing building. Installation of lab and testing equipment.

Gwinnett Co. Entrepreneur Center - \$840K

Complete renovation to existing structure and construction of addition, including all new utilities.

Surcheros Restaurant - \$450K

Buildout of restaurant with creation of drive-thru lane and exterior freezer and enclosure.

Parks and Recreation, Dawsonville, GA - \$400K

Installation of a 1,682 SF concession pavilion and restroom facility with concrete sidewalks, utilities, landscaping, and irrigation.

Cortland at the Village - \$2.7M

Exterior building re-skin and structural modifications to include complete siding replacement, exterior painting, window, door and handrail replacement, balconies, gutter and roof replacement for the entire property. Upgrades also included stone accents.



DATHAN RYE

DIRECTOR OF CONSTRUCTION

PROFILE

With over 25 years of experience in the construction industry, Dathan brings vast perspective from his diverse project portfolio. Specializing in areas from federal and state government to the industrial and private sectors, his construction knowledge is based on hands on, field experience to management of the construction team. He has held many roles in the construction process from carpenter, design and estimating, project management and now director of construction. With his expertise, Dathan handles each project at hand with purpose, integrity, and precision.

CERTIFICATIONS

OSHA 30

BLUE CARD

EDUCATION

Nashville State Community College

Associates Architectural Civil & Construction Technology

PROJECT EXPERIENCE

Bi-County Landfill, Clarksville, TN - \$2M

Renovation and repair to existing transfer station. Leech pond construction. Electricity conversion system for methane gas.

Springfield City Beautification Project - \$3.5M

Installation of complete storm, sewer, and water systems. Installation of new streetlights and traffic control signals. Addition of 2 miles of pedestrian sidewalks and landscaping.

Contech - \$4M

Construction of new 50,000 SF industrial facility to include all structural steel and concrete foundation. Installation of 4 industrial Aluminum Smelters to include all associated gas piping. Installation of new automotive manufacturing assembly line.

Clarksville Department of Wastewater - \$1M

Complete renovation of existing wastewater treatment plant along with the construction of new lift stations located throughout Montgomery County.

MWR Equipment Storage Building, Fort Campbell, KY - \$750K

Construction of new pre-engineered metal building approximately 3,000 SF which included all site work, utility hookup and parking spaces.



PROFILE

A Superintendent with 21 years of construction experience and adept at overseeing projects ranging in size from \$2 million to \$17 million. Specialized in constructing public use facilities, with management of several projects including multi-level office buildings, K-12 ground up and additions, retail developments, restaurants, tenant buildouts and private subdivision work. Skilled in estimating total projects, preparing submittal packages, bids, contracts, and material purchases. Proficiency with Microsoft Office, ProCore, PlanGrid and BlueBeam.

CERTIFICATIONS

OSHA 30

BLUE CARD

CPR, American Heart Association

Construction Quality Mgmt. for Contractors

U.S. Army Corps of Engineers

THERON WOMACK

SUPERINTENDENT

EDUCATION

Southern College of Technology
Marietta, GA

PROJECT EXPERIENCE

Cartersville Middle School - \$6M
50,000 SF addition to existing school building.

Cotton Indian Elementary School - \$10.3M
Complete interior renovation of elementary school.

Pates Creek Elementary School - \$9.1M
Full interior renovation with gym addition.

Guyton Park - \$6.5M
Mixed-use commercial and office building. 120,000 SF, 2 story, ground up construction of retail and office space and 5,000 SF restaurant

Suwanee Town Center Park - \$3.5M
15-acre park to include amphitheater, multiuse trails, fountains and planters.

Ravinia, Dunwoody, GA - \$11M
6 story parking deck, precast and elevator installation.

1355 Union Hill Industrial Ct.
Alpharetta, GA 30004



Office (770) 722-0752
Fax (678) 691-3362
www.everlastllc.com

References

Company: Dawson County, GA
City/State: Dawsonville, GA
Contact Name: Bryan Young
Phone: 678-858-6143
Email: byoung@dawsoncounty.org

Company: Blue Rock
City/State: Atlanta, GA
Contact Name: Brady Shaw
Phone: 404-323-2235
Email: bshaw@bluerockre.com

Company: Cherokee County, GA
City/State: Canton, GA
Contact Name: Jordan Wood
Phone: 770-924-7768
Email: jrwood@cherokeega.com

Company: Clark & Associates
City/State: Clarksville, TN
Contact Name: Jon Clark
Phone: 931-237-4210
Email: jonclark@caarchitects.com



Scroggs & Grizzel Contracting, Inc.

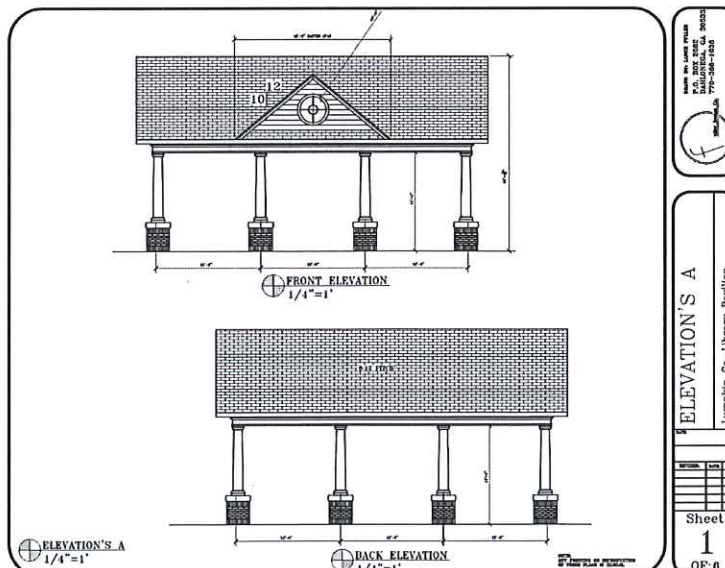


**LUMPKIN
COUNTY GA**

Southern living, southern charm.

Request for Proposal Library Pavilion Construction

VOLUME I Qualifications Proposal March 25, 2021



Attachment: Scroggs and Grizzel Contracting Qualifications submission (2021-017 : Library Pavilion Construction RFP)



Volume I – Qualifications Proposal

Proposer's Technical Checklist

Proposer's Qualification Sheet

1. Project Approach (Methodology)
2. Experience on Similar Projects
3. Qualifications and Abilities of Professional Personnel
4. Client References for Similar Projects





PROPOSER'S TECHNICAL CHECKLIST PROPOSAL SUBMITTAL PACKET

(For use with Volume I- Qualifications Proposal)

Company: Scroggs & Grizzel Contracting, Inc.

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

President

Title

Mike Grizzel

Print Name

March 25, 2021

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

Attachment: Scroggs and Grizzel Contracting Qualifications submission (2021-017 : Library Pavilion Construction RFP)



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: **Scroggs & Grizzel Contracting, Inc.**

Company Piedmont College	
Street Address 1021 Central Avenue	
City, State & Zip Demorest, GA 30535	
Contact Person Name Dr. James Mellichamp	Title President
Phone 706-776-0100	FAX _____ Email jmellichamp@piedmont.edu
Describe Scope of Work and dates of project/service: Arrendale Amphitheater - 2009 Site Grading, Erosion Control, Poured Concrete, Foundation Walls, Steel Structure, Metal Roof, Composite Wall & Ceiling Panels, Masonry, Stadium Seating, Painting, Electrical, Sound & Theater Lighting System, Landscaping, Signage	
Company Chattahoochee Country Club	
Street Address 3000 Club Drive	
City, State & Zip Gainesville, GA 30506	
Contact Person Name Mr. John A. Nicholson	Title Maintenance Engineer
Phone 770-536-4461	FAX _____ Email johnny@ccclub.cc
Describe Scope of Work and dates of project/service: Pavilion - 2006 Minimal Site Grading, Foundations, Steel Structure, Wood Framing, Finish Carpentry, Cast Stone Paver's, Electrical, HVAC, Plumbing, Fire Place Feature, Cedar Shake Roof Shingles, Painting	
Company Elachee Nature Center	
Street Address 2125 Elachee Drive	
City, State & Zip Gainesville, GA 30504	*Owner Representative in 2001 Has Retire Mr. Pete Nesbitt
Contact Person Name Andrea Timpone	Title President/CEO
Phone 770--535-1976	FAX _____ Email andrea@elachee.org
Describe Scope of Work and dates of project/service: Pavilions - 2001 Column Footings, Wood Framed, Metal Roofs, Staining & Painting, Preserved and Re-established All Natural Vegetation Appearance After Completion	

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

Attachment: Scroggs and Grizzel Contracting Qualifications submission (2021-017 : Library Pavilion Construction RFP)



Lumpkin County, GA Request for Proposal – Library Pavilion Construction

1. Project Approach (Methodology)

Once the notice to proceed is issued, SGCI will obtain the County provided building permit. The site will be enclosed with temporary construction fencing. Sod removal and fine grading will begin once enclosed. Excavation for footings, column footings and grade beam installation will follow then reinforcing and setting anchor bolts and pouring slab. Installation of each column will be completed and inspected. Once inspection approval is received, we will pour the slab and run electrical in conduit under the slab to the columns where shown. At this point, construction of the pavilion will begin with electrical being run and building will be dried in. Staining & painting of pavilion will finish the building. Final clean-up will be performed as well as a walk through for "punch list" items to be corrected. Temporary Fencing will be removed, sod will be laid, and a final inspection will be called for. After all is complete and inspection is passed, the building will be turned over to the Owner.

An SGCI Project Manager will be on site on a regular basis, and as needed. Our project managers have completed the 30-hour OSHA Safety Training and will be looking for any safety concerns in addition to regular visits by the Safety Coordinator. The project superintendent will be on site at all times. The superintendent will supervise layout, coordinate material delivery, and supervise subcontractors. The project manager will review submittals, schedule work and material, assist the job superintendent in coordinating subcontractors and material suppliers, conduct job site meetings and correspond with the owner's representative and the Architect. Quality and safety will be monitored by both the superintendent and project manager. Subcontractors will be required to provide a supervisor for their work and coordinate with Scroggs & Grizzel Contracting, Inc.'s superintendent. All work performed will be required to meet contract documents, local, state, and federal code requirements. Subcontractors will also be required to meet industry standards for their work and to keep the project site a clean and safe place to work.

Scroggs & Grizzel Contracting, Inc. will provide to the owner warranties, as built drawings, operation and maintenance manuals and instruct the owner or their staff in the operation of equipment in the building.

We look forward to going to the working with Lumpkin County.



Lumpkin County, GA Request for Proposal – Library Pavilion Construction

2. Experience on Similar Projects

Piedmont College, Arrendale Amphitheater

Demorest, GA

OWNERS REPRESENTATIVE INFORMATION:

Piedmont College

Dr. James Mellichamp, President

jmellichamp@piedmont.edu

706-776-0100

SERVICES:

Construction Manager at Risk

COMPLETION DATE:

Completion in 2009

SGCI PROJECT MANAGER & SUPERINTENDENT:

Mike Grizzel, Project Manager

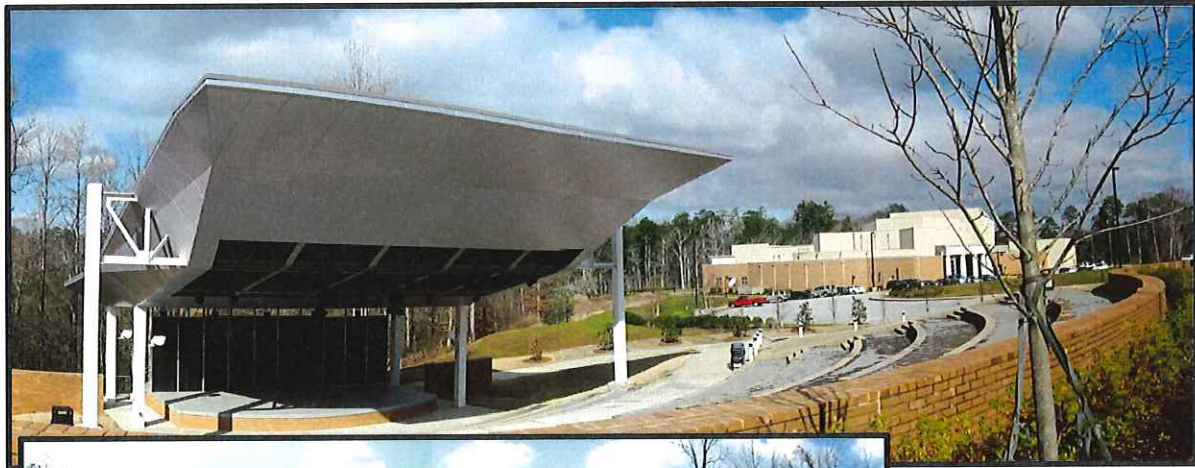
Jim VanNostrand, Superintendent

PROJECT COST:

\$1,040,000.00

GENERAL SCOPE OF WORK:

Site Grading, Erosion Control, Poured Concrete, Foundation Walls, Steel Structure, Metal Roof, Composite Wall & Ceiling Panels, Masonry, Stadium Seating, Painting, Electrical, Sound & Theater Lighting System, Landscaping, Signage





Lumpkin County, GA Request for Proposal – Library Pavilion Construction

Chattahoochee Country Club Pavilions

Gainesville, GA

OWNERS REPRESENTATIVE INFORMATION:

Mr. John A. Nicholson, Maintenance Engineer

P.O. Box 1075

Gainesville, GA 30503

770-536-4461

SERVICES:

General Contractor

COMPLETION DATE:

Completion in 2006

SGCI PROJECT MANAGER & SUPERINTENDENT:

Danny Scroggs, Project Manager - RETIRED

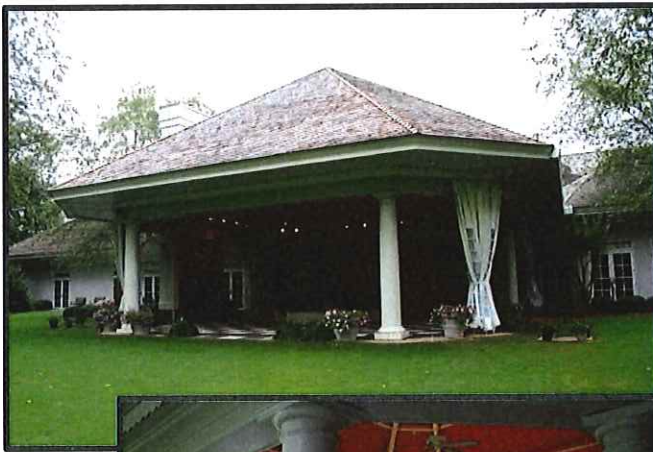
Lamar Etris, Superintendent

PROJECT COST:

\$802,600.00

GENERAL SCOPE OF WORK:

Minimal Site Grading, Foundations, Steel Structure, Wood Framing, Finish Carpentry, Cast Stone Paver's, Electrical, HVAC, Plumbing, Fireplace Feature, Cedar Shake Roof Shingles, Painting





Lumpkin County, GA Request for Proposal – Library Pavilion Construction

Elachee Nature Center Pavilions

Gainesville, GA

OWNERS REPRESENTATIVE INFORMATION:

Mr. Pete Nesbitt – RETIRED

Ms. Andrea Timpone

2125 Elachee Drive

Gainesville, GA 30504

770-535-1976

SERVICES:

General Contractor

COMPLETION DATE:

Completion in 2001

SGCI PROJECT MANAGER & SUPERINTENDENT:

Danny Scroggs, Project Manager - RETIRED

Jim VanNostrand, Superintendent

PROJECT COST:

\$85,776.00

GENERAL SCOPE OF WORK:

Column Footings, Wood Framed, Metal Roofs, Staining & Painting, Preserved and Re-established All Natural Vegetation Appearance After Completion



Attachment: Scroggs and Grizzel Contracting Qualifications submission (2021-017 : Library Pavilion Construction RFP)



Lumpkin County, GA Request for Proposal – Library Pavilion Construction

3. Qualifications and Abilities for Professional Personnel Projects



SCROGGS & GRIZZEL CONTRACTING, INC.

MAILING:
P.O. BOX 316
GAINESVILLE, GA 30503

PHYSICAL:
720 MAINT ST., STE B
GAINESVILLE, GA 30501

770-532-5000 (T)
770-532-0640 (F)

SCROGGSANDGRIZZEL.COM

MIKE GRIZZEL, PRESIDENT

License #GCQA000897
mgrizzel@hotmail.com

INCORPORATED 1994
Gainesville, GA

Corporate Officers:

Mike Grizzel, President
Kaycee Motes, Secretary
Mike Grizzel, Treasurer

**GENERAL CONTRACTOR LICENSE NO. GCCO000322
CITY OF GAINESVILLE, GA BUSINESS #64511**

Scroggs & Grizzel Contracting, Inc. (SGCI) was formed by Danny Scroggs and Mike Grizzel in 1993 and incorporated in 1994 as a non-union company in Gainesville, Georgia. After a long and successful partnership, Danny retired in 2017 at which time Mike became Sole Owner & President of Scroggs & Grizzel Contracting, Inc.

Operating for 26 years as a Construction Manager and General Contractor, SGCI is large enough to perform projects in the 20-million-dollar range yet small enough to provide the personal relationships between the contractor, architect and owner that are essential for success in today's construction environment.

Scroggs & Grizzel Contracting, Inc. (SGCI) employs thirteen (13) full-time employees with knowledge and experience in all types of construction. Some examples of these are conventional construction with structural steel and masonry construction, cast in place concrete buildings, precast concrete buildings, wood framed construction, pre-engineered buildings and hybrid combinations of the above. We have constructed schools, banks, country clubs, office buildings, retail centers, medical office facilities, recreational facilities, and churches.

Approximately 70% of our projects are negotiated with the owner and architect. We have been performing design-build services with both government and privately-owned projects since the inception of the company. All larger projects are negotiated and constructed using the project team concept. Construction has changed over the years; construction times have been reduced and the amount of work and construction cost has increased. This team concept creates a better working relationship between the owner, architect and construction manager/contractor by keeping all parties involved from the earliest possible time frame. It creates a better understanding regarding the final intent and helps to progress the project with fewer problems.





Lumpkin County, GA Request for Proposal – Library Pavilion Construction



Mike Grizzel, SGCI President/Senior Project Manager

Project Role: Lead Consultant

Mike has been in the commercial construction industry for 44 years. He has an extensive background in all types of construction as a Project Superintendent, General Superintendent and for the past 32 years, a Project Manager. Mike's projects have ranged from Wood frames to structural steel, masonry to total poured-in-place concrete building to pre-engineered buildings. Mike is a Butler Metal Building dealer with a vast experience and knowledge of metal building construction.

David Davenport, SGCI Project Manager

Project Role: Project Manager

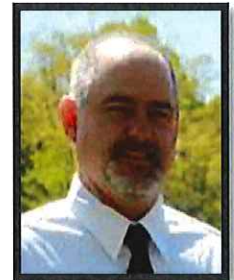
David has an extensive background as a commercial construction project manager, superintendent, assistant superintendent, estimator and ACAD draftsman on design-build projects. David was the Project Mgr. for the Gainesville – Hall County Senior Life Center Renovation and the City of Gainesville's 2nd Floor Administration Building Renovation.



Eddie Black, SGCI Project Manager

Project Role: Quality Control & Safety Coordinator

Eddie has worked as superintendent, project manager, estimator, and quality control coordinator in both residential and commercial construction. He has a BS in Mechanical Engineering technology and certifications in project management and OSHA 30 Hr Construction.



Kaycee Motes, Assistant Project Manager

Kaycee has been with SGCI for six years, assisting Mike Grizzel with his projects and maintaining operations management for the company.



Vonda Barrett, SGCI CPA/Accounting Director

Vonda has an eighteen (18) year background in commercial construction and accounting. She will be the direct accounting contact for this project. Vonda is responsible for contract management, accounts payable, accounts receivable and payroll.



Lumpkin County, GA Request for Proposal – Library Pavilion Construction



MIKE GRIZZEL, PRESIDENT
SENIOR PROJECT MANAGER

OBJECTIVE

LEAD a professional staff by example both personally and professionally.

GUIDE the company into the future using the knowledge of our past and willingness to learn & adapt to today's needs and requirements.

DIRECT our staff & customers toward working relationships that result in successful projects for all.

SKILLS & ABILITIES

Hands-on background in all aspects of construction from Carpenter to Project Manager/Estimator.

Successful Butler Metal Building dealer for North Georgia.

EXPERIENCE

SCROGGS & GRIZZEL CONTRACTING, INC.

1993 TO PRESENT

I have been in the residential and commercial construction industry for 44 years, with extensive experience working in all aspects of construction. In 1993, Danny Scroggs and I began Scroggs & Grizzel Contracting then incorporated the company in 1994. Danny served as the President and I served as Vice President until Danny's retirement in 2017. I have taken over the role of Owner/President but remain active in taking on new projects as Estimator/Project Manager. My projects range from wood frame to structural steel, masonry to total poured-in-place concrete building. I am also a Butler Metal Building dealer with vast experience and knowledge in pre-engineered metal building construction.

SAMPLE OF PROJECTS MANAGED

FRANCES MEADOWS AQUATIC CENTER

Owner: City of Gainesville, GA

Contract Amount: \$11,642,876

WINDMILL PARK SPORTS COMPLEX

Owner: Banks County, GA Board of Commissioners

Contract Amount: \$3,250,076

PIEDMONT COLLEGE STUDENT COMMONS BUILDING

Owner: Piedmont College

Contract Amount: \$13,390,776

REFERENCES

JIM WALTERS, WALTERS MANAGEMENT COMPANY

770-534-1094

GARLAND REYNOLDS, REYNOLDS ARCHITECTS

770-531-0100



Lumpkin County, GA Request for Proposal – Library Pavilion Construction



DAVID DAVENPORT
PROJECT MANAGER / ESTIMATOR

EXPERIENCE

SCROGGS & GRIZZEL CONTRACTING, INC.

2016 TO PRESENT

Project Manager and Estimator

SELF-EMPLOYED: CONSTRUCTION CONSULTING

2009-2016

Estimator, Project Manager and CAD Draftsman.

CARROLL DANIEL CONSTRUCTION COMPANY

2007 - 2009

Field Superintendent Commercial Construction and Remodeling.

OBJECTIVE

To go above & beyond to help each Owner reach successful completion of their projects, both on time and on schedule.

SELF-EMPLOYED CONTRACTOR

2003 – 2007

Residential Construction and Remodeling

IRVIN CONSTRUCTION COMPANY, INC.

1990 - 2003

Estimator and Project Manager for Commercial Construction

SKILLS & ABILITIES

Twenty-eight years of hands on, from ground-up, knowledge of the construction process needed for a worry-free building experience.



SAMPLE OF PROJECTS MANAGED

NGPG CLEVELAND URGENT CARE ADDITION

Owner: Northeast Georgia Physician's Group

Cost: \$836,525

GAINESVILLE – HALL COUNTY SENIOR LIFE CTR

Owner: City of Gainesville, GA

Cost: \$1,453,045

CITY OF GAINESVILLE 2ND FLOOR ADMINISTRATION

Owner: City of Gainesville, GA

Cost: \$966,089

REFERENCES

JAMES J. ADAMS, THE ADAMS COMPANIES

770-934-3330



Lumpkin County, GA Request for Proposal – Library Pavilion Construction



EDDIE BLACK

PROJECT MANAGER / ESTIMATOR
SAFETY COORDINATOR

OBJECTIVE

To be a productive and effective team member of Scroggs & Grizzel Contracting, Inc. Meeting and exceeding our customers goals through estimating and managing projects with a focus on cost efficiency and time sensitivity.

SKILLS & ABILITIES

Estimating, managing and scheduling construction projects to meet our customers quality, schedule and budget.

EXPERIENCE

SCROGGS & GRIZZEL CONTRACTING, INC.

2017 - PRESENT

I came to Scroggs & Grizzel Contracting, Inc. with 18 years of experience in the Construction Industry. I've worked as Superintendent, Project Manager, Estimator and Quality Control Coordinator in both Residential and Commercial Construction.

SELF-EMPLOYED CONTRACTOR

2013 - 2017

New construction and renovation of residential and light commercial projects.

ASA CARLTON

2011 - 2013

Superintendent; Renovation of Type-C stores

EDDIE BLACK CONSTRUCTION, INC.

2000 - 2011

New construction and renovation of residential and light commercial projects.

EDUCATION

SOUTHERN POLY STATE UNIVERSITY

BS MECHANICAL ENGINEERING TECHNOLOGY

UNIVERSITY OF NORTH GEORGIA

PROJECT MANAGEMENT CERTIFICATION



Lumpkin County, GA Request for Proposal – Library Pavilion Construction

4. Client References

Similar Projects

Piedmont College

Dr. James Mellichamp, President
1021 Central Avenue
Demorest, GA 30535
jmellichamp@piedmont.edu
706-776-0100

Chattahoochee Country Club

Mr. John A. Nicholson, Maintenance Engineer
P.O. Box 1075
Gainesville, GA 30503
770-536-4461
706-835-5578 - Cell
johnny@ccclub.cc

Elachee Nature Center

Mr. Pete Nesbitt – RETIRED
Ms. Andrea Timpone, President/CEO
2125 Elachee Drive
Gainesville, GA 30504
andrea@elachee.org
770-535-1976

**Additional Government Project & Professional References****Department of Water Resources**

Barclay Fouts, Project Manager
757 Queen City Parkway
Gainesville, GA 30501
bfouts@gainesville.org
770-533-5886 Phone
770-535-5634 FAX

Hall County Government

Larry West, Hall County Project Director & Manager
2875 Browns Bridge Road
Gainesville, GA 30504
lw@hallcounty.org
770-297-2677 Office

Habersham County Board of Commissioners

Phil Sutton, County Manager
130 Jacob's Way
Suite 301
Clarksville, GA 30523
PSutton@habershamga.com
706-839-0200 Phone
706-839-0219 FAX

Reynolds Architects, PC

M. Garland Reynolds, Jr., President
315 Academy Street
Gainesville, GA 30501
reyarch@mindspring.com
770-531-0100 Phone
770-531-7956 FAX



PROPOSAL FEE FORM

I have read and understand the requirements of this **RFP # 2021-002 LIBRARY PAVILION CONSTRUCTION** 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.

Pavilion Cost Proposal Form – per plan specifications

Proposal on specification as outlined: Yes ✓

No _____ *

*variations are to be noted

Total Material Cost: see labor

Total Labor Cost: \$188,479.88

Pavilion Cost Proposal Form – alternate helical pier system and any other variations specified by proposer

Proposal on specification as outlined: Yes ✓

No _____ *

*variations are to be noted

Total Material Cost: see labor

Total Labor Cost: \$3,787.88

Notation of variations: 10 helical piers up to 20' each

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 Everlast Construction

Authorized Signature [Signature]

Print Name Eric Antebi Date 3-25-2021



PROPOSAL FEE FORM

I have read and understand the requirements of this **RFP # 2021-002 LIBRARY PAVILION CONSTRUCTION** 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.

Pavilion Cost Proposal Form – per plan specifications

Proposal on specification as outlined: Yes X

No *

*variations are to be noted

Total Material Cost: \$143,682.00 (One Hundred Forty-Three Thousand, Six Hundred Eighty-Two Dollars)

Total Labor Cost: \$130,000.00 (One Hundred Thirty Thousand Dollars)

Pavilion Cost Proposal Form – alternate helical pier system and any other variations specified by proposer

Proposal on specification as outlined: Yes X

No *

*variations are to be noted

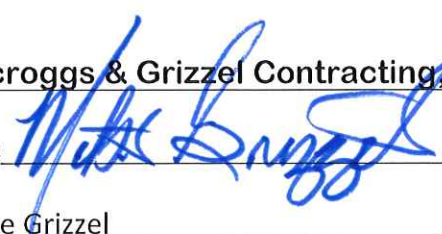
Total Material Cost: \$18,000.00 (Eighteen Thousand Dollars)

Total Labor Cost: \$12,000.00 (Twelve Thousand Dollars)

Notation of variations: NO VARIATIONS - PRICED PER PLANS AND SPECS

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 Scroggs & Grizzel Contracting, Inc.

Authorized Signature 

Print Name Mike Grizzel Date March 25, 2021

From: Ryan McDuffie <Ryan.McDuffie@LumpkinCounty.GOV>
Sent: Monday, April 5, 2021 3:48 PM
To: Everlast Estimating <Estimating@everlastllc.com>
Subject: FW: Everlast cost

Hello,

Thank you for your submission for our Library Pavilion Project. We had a few questions.

1. Please confirm that your total is the dollar amount listed in the Labor section (\$188, 479.83). This includes all materials?
 A. The amounts listed for the base price and for the alternate cover all costs – labor, materials, supervision, overhead, and profit – for each item.
2. Why did you choose to lump this total instead of presenting the material cost and the labor cost?
 A. As a general contractor, we do not self-perform the work, but rather engage subcontractors. We did not have enough time on bid day to get this breakout from most of our subs, so we presented our prices as a single sums for the base bid and the alternate.
3. The helical piers would be the only additional amount?
 A. We have provided a price for the helical piers as an additive alternate. However, without additional information as to what part of the scope helical piers would replace, we didn't feel comfortable removing anything from our price. In other words, we interpreted the alternate as simply adding helical piers under the base bid concrete design.

I am sure there may be more questions as we proceed. Thank you for your time.

Ryan McDuffie
 Purchasing Agent
 Lumpkin County Board of Commissioners
www.lumpkincounty.gov
 706-482-2552 Phone
 706-482-2201 Fax

Attachment: Everlast responses to questions (2021-017 : Library Pavilion Construction RFP)



Lumpkin County, Georgia

Public Works Department

Date:	April 20, 2021
Agenda Item:	Georgia Power Easement Request - Chesterra Drive
Item Description:	Georgia Power is requesting a tree trimming/clearing easement along the existing power line.
Facts & Historical Information:	Georgia Power is offering the County \$560 for a tree trimming/ clearing easement along the power line that runs along Chesterra Dr. in front of Fire Station #4. The easement will be 20' each side of the existing power lines.
Potential Courses Of Action:	a) Sign easement agreement as presented b) Do not grant easement
Discussion of Courses of Action:	a) COA a) This option will allow Georgia Power to maintain their power lines. There will be no effect on future development in the area because the entire easement will be inside the road setback of 50'. b) COA b) This COA will require no action from the BOC.
Budget Impact:	There will be no budget impact for this action.
Staff Recommendation:	Staff recommends COA a). Sign the agreement.
Attachments:	GA Power Easement - Chesterra Drive



c/o Steven Van Tiflin
6050 Roswell Rd
Apt 310
Sandy Springs, Ga 30328

2/12/2021

RE: Georgia Power Tree Trim/Clearing Distribution Project in Lumpkin County

Dear Lumpkin County,

My name is Steven Van Tiflin and I am a Land Agent working with Georgia Power on their projects throughout the state of Georgia. Currently, Georgia Power Company ("GPC") is working on a tree trim/clearing project to increase service reliability in your area. As you may already know, during inclement weather trees and limbs located too close to power lines can fall into the lines, resulting in flickering lights, power outages or even property damage. To help GPC continue providing safe and reliable service to residents and businesses in your area, we would like to obtain a tree trim/clearing easement on your property located at **0 Chesterra Drive, Dahlonega, GA 30533**. This proposed easement area will be approximately 80 linear feet in length.

The easement we seek will grant GPC permission to trim, cut or remove all trees and other obstructions located within twenty feet (20') of the conductor (wire) which overhangs furthest into your property (the "Easement Area"). In addition, the Easement will allow GPC to trim, cut or remove any branches that overhang into the Easement Area even if the tree itself is located outside of the Easement Area. Please note that if trimming such overhanging branches would result in 20% or more of the tree being trimmed, GPC will remove the entire tree unless you specifically request that it remain in place.

Even if you don't have trees or other obstructions located within the Easement Area, GPC would still like to obtain an easement from you so the Easement Area can be kept clear and free from obstructions well into the future.

This is a voluntary project and you are not obligated to participate. However, GPC is willing to compensate you for the rights it seeks with the amount to be based upon the length of the easement.

Enclosed for your review, please find a copy of the form of Easement GPC is seeking, along with a map of the Easement Area that will be attached as Exhibit A to the Easement document. All signed, notarized and completed documents should be returned in the self-addressed envelope provided.

Time is of the essence for this project. If you would be so kind to contact me at 770-881-1225 or at x2svanti@southernco.com to discuss more details, I'd greatly appreciate it. We can also arrange an onsite meeting with you or a representative to review the project scope if you would like. **If you do not want to meet due to COVID, I am available to meet virtually via video chat/FaceTime/Zoom.** If you are not interested in participating and would like to end any future communication regarding this matter, please don't hesitate to let me know.

Thank you for your assistance. I look forward to hearing from you!

Warm Regards,

Steven Van Tiflin

for Georgia Power Company
770-881-1225
x2svanti@southernco.com

Compensation: \$560.00

Please Initial: _____

INSTRUCTIONS CHECKLIST for Entities

Please Review Before Returning Documents

For the Offer Letter: Please have **each** owner(s)/authorized signer(s) **sign or initial** the letter as indicated. Make a copy for your records and return original.

For the Easement: Please have **each** owner(s)/authorized signer(s) **sign** the easement **exactly** as the name appears below the signature line or exactly as the name appears on the deed. **Include** your **title** where indicated as it appears on your business/estate registration. Have **each** signature **notarized and witnessed**. This reflects the legal signature(s) and title(s) that is/are necessary as determined by a title search of the property in the county records where the property is located and by consulting the business registration/operating agreement or estate information in the state where the business or estate entity was formed. If there is an error, please notify land agent. Please see page 2-3 for more details on signature requirements for various entity types. Make a copy for your records and return original.

For the Parcel Map: Please have **each** owner(s)/authorized signer(s) **initial** the parcel map in the lower right-hand corner. Make a copy for your records and return original.

For the W9: (*if your offer is in excess of \$599) **1) Fill out** the appropriate line below the pre-printed information. (Ex: Partnership or LLC, Corporation) Include name and social security number or tax ID. **2) Sign** where indicated in the bottom section. **3) Fill out** address, phone, etc. information to reflect the address where you would like your check to be mailed. Note: Each owner(s), authorized signer(s) can obtain their own witness and notary. The notary and/or witness does not have to be the same for each owner, but it can be. Keep a copy for your records and return original. Only one check will be issued for the agreed upon amount unless requested differently.

Please return **1) the original**, signed or initialed offer letter, **2) original**, properly signed, notarized and witnessed easement, **3) the initialed parcel map**, **4) the original**, filled out and signed W9(s), **in the enclosed, self-addressed, stamped envelope**. As soon as the documents are received, correctly completed and W9(s) are verified, a check request will be made by your agent and sent to the address indicated on the W9(s).

Thank you for helping Georgia Power continue to offer reliable, up to date electricity to all its valuable customers!

Continued on next page....

). If you have received documents by email or by regular mail, please follow these same instructions, however, you may scan and return documents as instructed by return email to me at x2rmills@southernco.com. **You will still need to follow up with the actual originals by U.S. Mail to:

Georgia Power Company

C/O: Steven Van Tiflin

6050 Roswell Rd Apt 310

Sandy Springs, Georgia 30328

****Most important thing when mailing in completed documents is that the signatures/titles are authorized and correct and that all required documents are returned. Please follow signature instructions carefully.**

-Attention LLC property owners:

An LLC will need to have a Managing Member, Member and/or Manager signature with appropriate Title under the printed name according to the Operating agreement of the LLC as to who can sign legal documents. Please don't use titles such as President, CEO if your entity is an LLC. You can consult your attorney, your Operating Agreement or Secretary of State for the state in which the LLC was formed to see exactly how your LLC is structured and/or to see what was agreed upon by its Members and/or Manager.

-Attention Corporation property owners:

A corporation will need to have one of the two following scenarios as the signature requirement:

- One corporate officer w/ title indicated and corporate seal (required)
- Two corporate officers w/ titles indicated (no seal required)

**** The land agent can help with this matter if there is a question or if the information is not pre-printed under the signature line. Continued...**

-Attention Limited Partnership property owners:

A Limited Partnership will need to be signed by a General Partner and/or Partner. If the General Partner is a corporation, then the signature requirement would follow the instructions for a corporation as indicated above under “Attention Corporation Property Owners”.

****If you are unsure** of how to sign or if your particular situation is not listed above or if the pre-printed information on the easement is incorrect, please contact the land agent. It is our desire to get it right the first time! In doing so, the easement will be recorded accurately in the county where the property is located.

Note: regarding NOTARY SIGNATURE/STAMP and WITNESS:

Please be sure the notary that you use signs exactly as his/her name appears on their stamp and that their commission end date is stated either within the stamp or handwritten.

WITNESS: The witness needs to be an “OFFICIAL” witness:

- 1) 18 years old or older 2) present and observe the signing of the documents by the property owner(s)/authorized signer(s) and the signature of the Notary. The notary should require ID from all signers.**

Thank you again, for helping Georgia Power continue to offer reliable, up to date electricity to all its valuable customers!

After recording, return to:
 Georgia Power Company
 Attn: Land Acquisition (Recording)
 241 Ralph McGill Blvd NE
 Bin 10151
 Atlanta, GA 30308-3374

 PROJECT 2020080037 LETTER FILE DEED FILE MAP FILE
 ACCOUNT NUMBER 69596-VBS-0-C81375-0-0-30000000-0
 NAME OF LINE/PROJECT: DAHLONEGA - TREE TRIM - H1562-ALN SECTION 3 (LUMPKIN COUNTY) DL
 PARCEL NUMBER 006

STATE OF GEORGIA
 LUMPKIN COUNTY

DISTRIBUTION TREE TRIM / CLEARING EASEMENT

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, LUMPKIN COUNTY (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is 91 Courthouse H1 # A, Dahlonega, GA 30533, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to cut, trim, remove, clear and keep clear any and all trees and other obstructions located on the Easement Area (as defined below), as well as the right, privilege and easement to cut, trim and/or remove any trees which now or may hereafter endanger the electric transmission and/or distribution lines and/or communication lines of the Company, its successors and assigns now constructed or which may hereafter be constructed on or adjacent to the Property (as defined below) and the right of ingress and egress over the Property to and from the Easement Area in connection therewith.

The "Property" is defined as that certain tract of land owned by the Undersigned at 0 CHESTERRA DRIVE, DAHLONEGA, GA 30533 (Tax Parcel ID No. 083 286) in Land Lot 36 of the 13N District of Lumpkin County, Georgia.

The "Easement Area" is defined as the portion of the Property located within twenty (20) feet of the centerline of the existing overhead of the existing electric transmission, distribution and/or communication lines of the Company, such Easement area being more particularly shown on "Exhibit A" attached hereto and made a part hereof.

[Signature(s) on Following Page(s)]

PARCEL 006

NAME OF

DAHLONEGA - TREE TRIM - H1562-ALN SECTION 3

LINE/PROJECT:

(LUMPKIN COUNTY) DL

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their hand(s) and seal(s), this _____ day of _____, _____.

Signed, sealed and delivered in the LUMPKIN COUNTY
presence of:

Witness

By: _____ (SEAL)

Name:

Title:

Notary Public

Attest: _____ (SEAL)

Name:

Title:

[CORPORATE SEAL]

Attachment: GA Power Easement - Chesterra Drive (2021-018 : Georgia Power Easement Request - Chesterra Drive)

DAHLONEGA - TREE TRIM -
H1562-ALN SECTION 3
(LUMPKIN COUNTY)
DISTRIBUTION LINE

Exhibit A
PARCEL 006

MAP NOT BASED ON SURVEY DATA
Structure and line locations based on Pre-Engineering
data and subject to change.

Georgia Power

Land Engineering

Pre-Engineering

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN,
GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c)
OpenStreetMap contributors, and the GIS User Community

Legend

- Existing Distribution
- 20 Ft. Tree Trim / Clearing Easement
- Subject Tract
- Tax Parcel

006
LUMPKIN COUNTY
Chesterra Drive
Tax Parcel Id #083 286

20 Ft





Lumpkin County, Georgia

Finance Department

Date:	April 20, 2021
Agenda Item:	Scrap Tire Abatement Reimbursement Program
Item Description:	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.
Facts & Historical Information:	The Georgia Environmental Protection Division is committed to cleaning up scrap tires around the state and encourages local governments to assist with this effort by applying to the Local Government Scrap Tire Abatement Reimbursement Program, which is funded by the Solid Waste Trust Fund. The Program is open to local governments in Georgia on an on-going basis. Costs that are eligible for reimbursement consist of expenses directly related to the approved scrap tire abatement project, including the cost of accessing and loading the scrap tires, the cost of transporting the scrap tires by a permitted tire carrier to a permitted or approved scrap tire processor, the cost of processing the scrap tires at a permitted or approved scrap tire processor, and purchases of equipment/supplies essential to completing the scrap tire abatement project, such as personal protective gear. The last scrap tire amnesty event was held by the County in 2017, and there is a desire to hold an event this year. Staff submitted an application to Georgia EPD, requesting \$8,909 to cover the cost of the event, including transporting and disposal of the tires. Award notification was received on March 23, 2021.
Potential Courses Of Action:	A. Approve and sign the Local Government Scrap Tire Abatement Reimbursement agreement. B. Take no action.
Budget Impact:	There is no cash match requirement associated with this reimbursement program.
Staff Recommendation:	Staff recommends approval of the agreement for this program. This will allow the County to hold the scrap tire amnesty event with no cost to the County.

Attachments:

21-ST-093-002 Amnesty Agreement

Local Government Scrap Tire Abatement Reimbursement Program Agreement SCRAP TIRE AMNESTY EVENT

Project: 21-ST-093-002

This Reimbursement Agreement (hereafter, "AGREEMENT") authorizes Lumpkin County (hereafter, "LOCAL GOVERNMENT") to proceed with the implementation of the scrap tire abatement project as described in the above referenced PROJECT application.

The Environmental Protection Division (hereafter, "EPD") agrees to reimburse the LOCAL GOVERNMENT up to \$8,909 for the scrap tire abatement project as described in the above referenced PROJECT application. Any changes in the scope and/or increases in the estimated cost of implementing the PROJECT must be approved by EPD in writing prior to implementing or incurring them. The parties agree that any electronic signatures on this Contract constitute original, valid signatures pursuant to the Uniform Electronic Transactions Act, O.C.G.A. § 10-12-1 *et seq.*

The LOCAL GOVERNMENT agrees to remove all scrap tires collected during the amnesty event and transport them to a processing/recycling facility that has been approved or permitted by EPD within 30 days of the date of the event. The LOCAL GOVERNMENT further agrees to submit a request for reimbursement to EPD within 90 days of the event date. Requests for reimbursement must include:

- A completed final report form (available from epd.georgia.gov/star-program) signed by the authorized local government representative that includes the certification statement, "I certify that all abatement activities required in the agreed upon contract and any amendments thereto contracts for this project have been carried out in accordance with the documented application, as well as all applicable federal, state and local laws, rules and regulations. I am aware that there are significant penalties for knowingly violating these and/or submitting false information, including fines, loss of certification or licensure, and imprisonment."
- Three or more digital images taken during the event that are at least 300 dpi, no larger than 5 MB, and in one of the following formats: JPG, PNG, TIF
- Itemized list of expenses
- Description of any problems encountered and how they were handled
- Number of volunteers participating (if applicable)
- Names and permit/approval numbers of carriers and processors used, if different from those in the application
- Copies of all itemized contractor invoices showing number and/or tons of tires removed by type (passenger, truck, other)
- Copies of all checks showing amount paid to each contractor
- Copies of all transportation manifests and weight tickets

ENVIRONMENTAL PROTECTION DIVISION

BY:

Richard E. Dunn
Director

Date

Lumpkin County

BY:

ATTEST:

Signature

Signature

Print Name

Title

Date

Attachment: 21-ST-093-002 Amnesty Agreement (2021-019 : Scrap Tire Abatement Reimbursement Program)



Lumpkin County, Georgia

Senior Center Department

Date:	April 20, 2021
Agenda Item:	Legacy Link FY-2021 Addendum #2 Contract
Item Description:	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.
Facts & Historical Information:	Historically, funding for the Lumpkin County Senior Center (including cost of meals and operation of the Center) has largely been from federal grants appropriated through the Older American Act enacted in 1965, state grants and local sources. The appropriations to the Center come through eight (8) different fund sources. Legacy Link, Inc. is the Area Agency on Aging that manages federal and state funding allocations for the region that includes Lumpkin County. This 2nd revision to Lumpkin County's allocation includes an increase for Center operation and home-delivered meal cost. This increase is a result of the Tax Check-Off option available on state tax return forms from the previous tax year. The total amount of the increase is \$511.00 There is no cash match requirement.
Potential Courses Of Action:	A. Submit an approved, signed Addendum #2 Contract. B. Do not submit an approved, signed Addendum #2 Contract.
Comparison:	If Course A is chosen, Lumpkin County will receive the increased allocation of \$511.00 If Course B is chosen, Lumpkin County risks losing the allocation increase of \$511.00
Budget Impact:	The increase in the allocation will have a positive impact on the budget. The increased allocation means that the burden to the general fund will be reduced by \$511.00
Staff Recommendation:	It is recommended that the approved, signed Addendum #2 Contract be submitted to Legacy Link, Inc.

Attachments:

Legacy Link Addendum 2



March 25, 2021

Lumpkin County Board of Commissioners
Attn. Mellissa Witcher
99 Courthouse Hill Suite H
Dahlonega, GA 30533

Dear Ms. Witcher:

Enclosed are two (2) original copies of the FY-2021 Addendum #2 Contract between The Legacy Link, Inc. and the Lumpkin County Board of Commissioners for Nutrition Program Services. This Addendum is for the contract period of July 1, 2020 - June 30, 2021.

After the Addendums have been reviewed and approved, **please sign and notarize both copies and return both copies** to The Legacy Link, Inc.. Ms. Melissa Armstrong, Chief Executive Officer of The Legacy Link, Inc. will also sign them. A fully executed copy will then be returned to your office.

Please let me know if you have any questions about the enclosed. My phone number is (678) 677-8511 or e-mail at lgearls@legacylink.org.

Sincerely,

A handwritten signature in blue ink that reads "Linda Earls Clark".

Linda Earls Clark
Financial Specialist

Enclosure

4080 Mundy Mill Road • P.O. Box 1480 • Oakwood, Georgia 30566
770-538-2650 • Fax 770-538-2660

Attachment: Legacy Link Addendum 2 (2021-020 : Legacy Link FY-2021 Addendum #2 Contract)

ADDENDUM NO. 2
TO
AGREEMENT

BETWEEN THE LEGACY LINK, INC., AND LUMPKIN COUNTY BOARD OF COMMISSIONERS FOR THE PROVISION OF Nutrition program and entered into on the first day of July, 2020.

Said agreement is amended to read as follows.

2. Description of Services.

(b) Operation of the nutrition site includes serving one meal a day, five days a week (250 days per year) as specified in the Grant Application incorporated herein, for a total 32,265 units of home-delivered nutrition services to 125 elderly persons,

5. Compensation.

(b) The total compensation paid by the Legacy to the Contractor for nutrition site operation pursuant to this Agreement shall not exceed One Hundred Ten Thousand Seven Hundred Eighty Dollars (\$110,780.00).

(c) The Legacy agrees to provide federal and state funds for home-delivered meals in the amount of Ninety One Thousand Three Hundred Seventy Seven Dollars (\$91,377.00).

6. Non-Federal Funds.

(b) The minimum cash requirement for the term of the Agreement being Thirty Six Thousand Seventy Dollars (\$36,070.00) 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 Thirty Eight Thousand Eight Hundred Twelve Dollars (\$138,812.00).

All other terms and conditions of this agreement remain unchanged.

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

THE LEGACY LINK, INC.

By: _____
Chief Executive Officer

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

Attachment: Legacy Link Addendum 2 (2021-020 : Legacy Link FY-2021 Addendum #2 Contract)



Lumpkin County, Georgia

Public Works Department

Date:	April 20, 2021
Agenda Item:	Airport Fencing Project
Item Description:	Contract approval- Airport fence and parking lot as per airport CIP.
Facts & Historical Information:	In 2020 the BOC approved the Airport Capital Improvements Plan for submittal to the DOT. This plan included the installation of a fence along the front and west side of the airport and the construction of a parking area. On April 1, 2021 the County received bids on the project. The project was bid with a base bid and 2 alternate bids to allow flexibility in awarding the project. The bids are: • Base bid: The fencing with vinyl coated fence along the front • Alternate #1: Construction of the parking area and entrance road • Alternate #2: Substitute ornamental fence for the vinyl fence along the front Five bids were received. The lowest bid was for all options was \$112,446. This bid is well below all the other bids and also well below the engineers estimate of \$232,000. Staff tried to contact this bidder by phone and email to discuss their pricing and has only received a return email stating that they would forward my email. It is staff's opinion that this bid may only contain the cost of materials and no installation cost, and even the costs of asphalt is less than current materials cost in Lumpkin County. Therefore, staff recommends that this bid be rejected. Attached is a copy of the bid summary. The second low bid (Tri Scapes, Inc) was \$288,811.69 for all options. The County's share will be 25% (\$72,202.93) with GDOT paying 75% (216,608.76). If approved, Staff will submit the bid information along with the project costs to the DOT to prepare a contract with the county for the 75% reimbursement.
Potential Courses Of Action:	1. Approve a Approve the second low bid with all options for a cost of \$288,811.69.

2. Do not approve a contract for this project.

Budget Impact: Finding for this project was approved in the 2021 airport budget.

Staff Recommendation: Staff recommends that the BOC approve a contract with Tri Scape, Inc for the construction of this project. (COA #1).

Attachments:
bid summary
Wimpys Airport Fencing and Parking

			Martin Contracting		A-1 American Fence		The M Mitchell Group		Pride Contracting		Tri Scapes, Inc	
LINE NO	ITEM	ESTIMATED	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	DESCRIPTION	QUANTITY	DOLLARS/CENTS	DOLLARS/CENTS	DOLLARS/CENTS	DOLLARS/CENTS	DOLLARS/CENTS	DOLLARS/CENTS	DOLLARS/CENTS	DOLLARS/CENTS	DOLLARS/CENTS	DOLLARS/CENTS
		AND UNITS										
643-1152	GAVL. CHAIN-LINK FENCE, HEIGHT: 6',	2,962	\$29.50	\$87,379.00	\$73.00	\$216,226.00	\$12.00	\$35,544.00	\$32.00	\$94,784.00	\$27.66	\$81,928.92
	WIRE GAUGE: 9, INCLUDING 1-12' GATE AND 2-4' GATES	feet										
643 -1452	VINYL COATED CHAIN LINK FENCE HEIGHT: 6', WIRE GAUGE: 9	296	\$36.00	\$10,656.00	\$84.00	\$24,864.00	\$12.00	\$3,552.00	\$37.00	\$10,952.00	\$45.84	\$13,568.64
		feet										
643-8030	VINYL COATED CHAIN LINK GATE 16' W/ AUTOMATIC OPENER, 6' HIGH	1	\$18,500.00	\$18,500.00	\$38,900.00	\$38,900.00	\$4,000.00	\$4,000.00	\$8,500.00	\$8,500.00	\$28,488.00	\$28,488.00
		each										
Base Bid Sub-Total				\$116,535.00		\$279,990.00		\$43,096.00		\$114,236.00		\$123,985.56
210-0100	GRADING COMPLETE	1	\$86,400.00	\$86,400.00	\$35,000.00	\$35,000.00	\$2,240.00	\$2,240.00	\$33,843.00	\$33,843.00	\$45,675.00	\$45,675.00
		lump sum										
310-1201	GRADED AGGREGATE BASE— INCLUDING MATERIAL	600	\$42.00	\$25,200.00	\$165.00	\$99,000.00	\$56.00	\$33,600.00	\$71.88	\$43,128.00	\$51.94	\$31,164.00
		ton										
402-3190	RECYCLED ASPH. CONC. 19 MM SUPER PAVE GP 2 ONLY INCL. BITUM MATL. AND RECYCLED ASPH. CONC. 12.5 MM SUPER	220	\$150.00	\$33,000.00	\$420.00	\$92,400.00	\$52.00	\$11,440.00	\$237.19	\$52,181.80	\$193.49	\$42,567.80
		ton										
402-3130	PAVE GP 2 ONLY INCL. BITUM MATL. AND H LIME	135	\$165.00	\$22,275.00	\$525.00	\$70,875.00	\$70.00	\$9,450.00	\$251.56	\$33,960.60	\$193.49	\$26,121.15
		ton										
550-1240	24" SMOOTH-LINED CORRUGATED HDPE	50	\$85.00	\$4,250.00	\$75.00	\$3,750.00	\$74.00	\$3,700.00	\$75.00	\$3,750.00	\$88.13	\$4,406.50
		LF										
652-2501	SOLID 5" WHITE PARKING STRIPS AND 1 BLUE H.C SYMBOL	1	\$4,200.00	\$4,200.00	\$7,500.00	\$7,500.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$840.00	\$840.00
		Lump sum										
700-6910	PERMINENT GRASSING OF DISTURBED AREAS WITH TALL FESCUE	1	\$6,300.00	\$6,300.00	\$12,000.00	\$12,000.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$2,400.00	\$2,400.00
		Lump sum										
Alternate bid #1 Sub-Total				\$181,625.00		\$320,525.00		\$63,430.00		\$170,863.40		\$153,174.45
643-8300	ORNIMENTAL FENCE SPECIAL DESIGN	296	\$97.00	\$28,712.00	\$140.00	\$41,440.00	\$32.00	\$9,472.00	\$50.00	\$14,800.00	\$75.02	\$22,205.92
	Substitute for vinyl fence	feet										
643-8050	ORNIMENTAL GATE 16' W/ AUTOMATIC OPENER 6' HIGH	1	\$27,800.00	\$27,800.00	\$48,500.00	\$48,500.00	\$4,000.00	\$4,000.00	\$10,200.00	\$10,200.00	\$31,502.40	\$31,502.40
	Substitute for vinyl gate	each										
Alternate bid #2 Sub-Total				\$56,512.00		\$89,940.00		\$13,472.00		\$25,000.00		\$53,708.32
			base bid	\$116,535.00		\$279,990.00		\$43,096.00		\$114,236.00		\$123,985.56
			alt 1	\$181,625.00		\$320,525.00		\$63,430.00		\$170,863.40		\$153,174.45
			alt 2+ base bid	\$143,891.00		\$306,166.00		\$49,016.00		\$119,784.00		\$135,637.24
			base bid +alt1	\$298,160.00		\$600,515.00		\$106,526.00		\$285,099.40		\$277,160.01
			base bid + alt1 & alt 2	\$325,516.00		\$626,691.00		\$112,446.00		\$290,647.40		\$288,811.69

Attachment: bid summary (2021-021 : Airport Fencing Project)

**CONTRACT
FOR
CONSTRUCTION OF FENCING, PARKING AREA AND ENTRANCE ROAD
AT LUMPKIN COUNTY-WIMPY'S AIRPORT
PROJECT # 2021-001**

This agreement is made and entered into between the **Lumpkin County Board of Commissioners**, hereinafter referred to as "Lumpkin County", a political subdivision of the State of Georgia, and **Tri Scapes, Inc.**, a Georgia corporation, hereinafter referred to as "Contractor".

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

A. Summary of Work and Payment:

1. Contractor shall provide all necessary equipment, labor and material necessary for the construction of fencing, parking area, and entrance road at the Lumpkin County-Wimpy's Airport according to the terms, conditions, specifications and special provisions set forth in the Invitation to Bid issued by the Lumpkin County Board of Commissioners on March 3, 2021, for Project Number 2021-001, and all Addenda issued thereto, and the Fence and Parking Plans for Lumpkin County-Wimpy's Airport last revised February 17, 2021, all of which are incorporated herein by reference and made a part hereof (hereinafter referred to as 'Work').

2. All work must be performed during the hours of 8 AM to 5 PM Monday through Friday.

3. Lumpkin County personnel and Georgia Department of Transportation personnel will be supervising construction of this project and the project will be subject to inspections and audits by the Georgia Department of Transportation.

4. Contractor shall be authorized to begin work upon the issuance of a Notice to Proceed from Lumpkin County. All work shall be completed no later than 180 days from the issuance of the Notice to Proceed.

5. The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the Contractor's authorized representative, who shall be authorized to receive and accept any and all communications from the County. The County shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the County.

6. The Contractor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the County, if the County reasonably determines that the performance of any sub-contractor or personnel is unsatisfactory.

7. Contractor shall be paid for work performed under this Contract on a unit price basis as follows:

LINE NO	ITEM DESCRIPTION	UNIT	UNIT PRICE DOLLARS/CENTS
643-1152	GAVL. CHAIN-LINK FENCE, HEIGHT: 6', WIRE GAUGE: 9, INCLUDING 1-12' GATE AND 2-4' GATES	FEET	\$27.66
210-0100	GRADING COMPLETE	LUMP SUM	\$45,675.00
310-1201	GRADED AGGREGATE BASE— INCLUDING MATERIAL	TON	\$51.94
402-3190	RECYCLED ASPH. CONC. 19 MM SUPER PAVE GP 2 ONLY INCL. BITUM MATL. AND H LIME	TON	\$193.49
402-3130	RECYCLED ASPH. CONC. 12.5 MM SUPER PAVE GP 2 ONLY INCL. BITUM MATL. AND H LIME	TON	\$193.49
550-1240	24" SMOOTH-LINED CORRUGATED HDPE	LINEAR FEET	\$88.13
652-2501	SOLID 5" WHITE PARKING STRIPS AND 1 BLUE H.C SYMBOL	LUMP SUM	\$840.00
700-6910	PERMANENT GRASSING OF DISTURBED AREAS WITH TALL FESCUE	LUMP SUM	\$2,400.00
643-8300	ORNIMENTAL FENCE SPECIAL DESIGN Substitute for vinyl fence	FEET	\$75.02
643-8050	ORNIMENTAL GATE 16' W/ AUTOMATIC OPENER 6' HIGH Substitute for vinyl gate	LUMP SUM	\$31,502.40

Contractor shall submit itemized invoices for payment to:

Accounts Payable
Lumpkin County Board of Commissioners
99 Courthouse Hill, Suite D
Dahlonega, GA 30533

Payment shall be made according to the terms contained in the Invitation to Bid.

B. Bonds:

Contractor shall, prior to commencing work, provide and shall maintain, during the continuance of all work under the Contract, all Bonds required in the Invitation to Bid.

C. Liability:

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

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

Contractor shall be liable for any collateral damage caused as a result of its work under this Contract. Contractor shall restore and/or repair, at Contractor's cost, any and all collateral damage, back to its pre-existing condition if the damage was caused by Contractor's activities.

D. Insurance:

The Contractor shall, during the continuance of all work under the Contract, provide and maintain all insurance policies required by the Invitation to Bid.

E. Assignment of Contractual Rights and Subcontracting:

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

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

F. Indemnity:

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

G. Documents Deemed Part of Contract:

Unless otherwise modified by this Contract, the Invitation to Bid issued by the Lumpkin County Board of Commissioners on March 3, 2021, for Project Number 2021-001, and all Addenda issued thereto, and the Fence and Parking Plans for Lumpkin County-Wimpy's Airport last revised February 17, 2021, shall be deemed part of the contract. No documentation or information provided by the Contractor shall be deemed part of the contract unless expressly incorporated herein.

H. Severability:

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

I. Dispute Resolution:

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

J. Cancellation:

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

Failure of the Contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to Lumpkin County.

This contract shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the County's obligation under said contract.

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

K. Safe Working Environment and Drug Free Workplace

Contractor shall provide a safe working environment.

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

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

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

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

L. Amendments or Modifications:

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

M. Notices:

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

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

Tri Scapes, Inc.
Attn: Rebecca Martin, President/CFO
220 Curie Drive
Alpharetta, GA 30005

and to Lumpkin County at the following address:

**Lumpkin County Board of Commissioners
Attn: Stan Kelley, County Manager
99 Courthouse Hill, Ste H
Dahlonega, GA 30533.**

This Contract is made and entered into this 19th day of April, 2021.

Lumpkin County:

By:

**Chris Dockery, Chairman
Lumpkin County Board of Commissioners**

Attest:

**Melissa Z. Witcher
Lumpkin County Clerk**

Tri Scapes, Inc.

By:

Rebecca Martin, President/CFO

[ATTACH CORPORATE SEAL]

Attachment: Wimpys Airport Fencing and Parking (2021-021 : Airport Fencing Project)



Lumpkin County, Georgia

County Clerk Department

Date:	April 20, 2021
Agenda Item:	Special Event Permit Request – R-Ranch in the Mountains
Item Description:	Special Event Permit allowing R-Ranch in the Mountains to hold the Mountain Top Rodeo event June 10-13, 2021 at the R-Ranch.
Facts & Historical Information:	This is an alcoholic beverage special event permit allowing R-Ranch in the Mountains to hold an event with beer/wine. The event will be held June 10-13, 2021 on the property located at 65 R-Ranch Road, Dahlonega, GA 30533.
Potential Courses Of Action:	A. Approve the special event license B. Deny the special event license
Staff Recommendation:	Approve the special event license.



Lumpkin County, Georgia

Board of Commissioners Department

Date:	April 20, 2021
Agenda Item:	Special Event Permit Request – Southern Bounty Series at Iron Mountain Resort
Item Description:	Special Event Permit allowing Holly Theatre to hold the Southern Bounty Series event May 21-22, 2021 at the Iron Mountain Resort.
Facts & Historical Information:	This is an alcoholic beverage special event permit allowing Holly Theatre to hold an event with beer/wine and distilled spirits. The event will be held May 21-22, 2021 on the property located at 116 Iron Mountain Pkwy, Dahlonega, GA 30533.
Potential Courses Of Action:	A. Approve the special event license B. Deny the special event license
Staff Recommendation:	Approve the special event license.



Lumpkin County, Georgia

County Clerk Department

Date:	April 20, 2021
Agenda Item:	Alcoholic Beverage License - The Oar House, Inc.
Item Description:	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.
Facts & Historical Information:	Timothy O'Brien is applying for The Oar House, Inc. to obtain a beer & wine consumption on premises 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

County Clerk Department

Date:	April 20, 2021
Agenda Item:	Alcoholic Beverage License - BJ Creek, LLC. d/b/a Clay Creek Falls Grocery
Item Description:	This is for the issuance of an alcoholic beverage license for Beer & Wine Package sales located at 2261 Oak Grove Road, Dahlonega, GA 30533.
Facts & Historical Information:	Mansukhlal Bhanderi is applying for BJ Creek, Inc. d/b/a Clay Creek Falls Grocery 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:	April 20, 2021
Agenda Item:	Alcoholic Beverage License - CGN Properties, LLC d/b/a The Mountain Top Lodge
Item Description:	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.
Facts & Historical Information:	Heather Breedlove is applying for CGN Properties, LLC d/b/a The Mountain Top Lodge to obtain a Beer & Wine Consumption on Premises 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

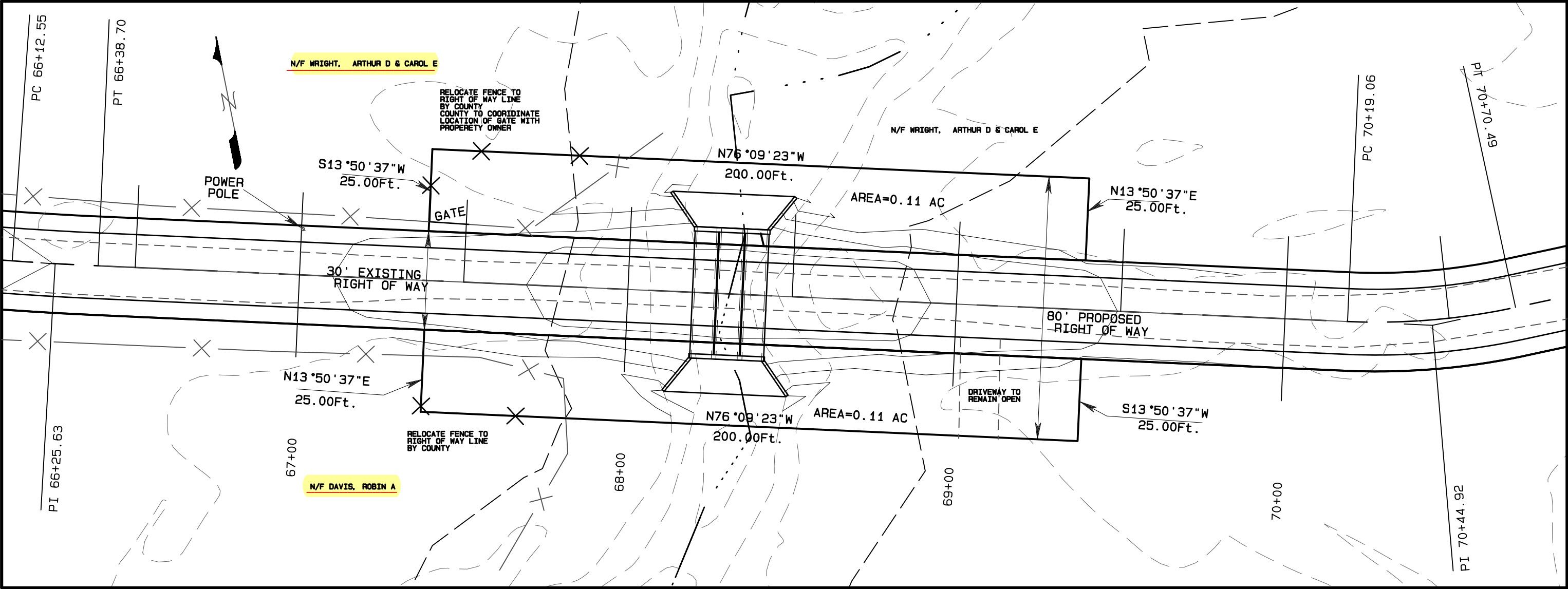
Public Works Department

Date:	April 20, 2021
Agenda Item:	Additional ROW for Bridge Replacement - Little Mountain Road
Item Description:	Request for approval of the purchase of additional right of way for bridge replacement on Little Mountain Rd.
Facts & Historical Information:	In April of 2020, Staff started the design process for the widening of Little Mountain, Sheep Wallow and Mill Creek roads. The first step in the construction of the project is to replace the narrow bridge over Poverty Creek with triple 6'x6' box culverts. The existing bridge was placed over the creek as a temporary fix in 2006 when the culvert washed out. In order to accomplish this, the county will need an additional 25' of right of way on each side of the bridge (see attached sketch). After negotiating with the property owners on both sides of the road, they have both tentatively agreed to sell the county the additional right of way for \$3,000 each side. Also included in the tentative agreement is a commitment that the bridge contractor will move the fence back on the new right of way line using like materials, put the gate back up into the pasture on the north side and keep open access to the wood's driveway near the southeast corner of the bridge. Staff intends to bid out the bridge replacement as a separate project from the road widening project and GDOT has agreed to fund up to \$240,000 of the bridge replacement cost. This GDOT funding cannot include the cost of right of way acquisition.
Potential Courses Of Action:	a) Allow staff to complete the deed work and purchase the two 0.11-acre tracts of land for \$3,000 each and relocate the fences as needed. b) Start the condemnation process on the 2 tracts of land. c) Do not replace the bridge.
Discussion of Courses of Action:	a) This COA will allow the project to get underway without any addition delays. The cost to the county is anticipated to be less that going through the condemnation process. b) This COA will delay the project as well as possible being more costly to the county. c) This option will not improve the safety of the road in the area of the bridge. Also, the GDOT awarded money will have to be returned or possibly shifted to another project if GDOT would allow a shift in funding.
Budget Impact:	Currently the BOC has approved \$2,000,000 for the road widening project from the 2020 SPLOST. The estimated cost for the entire project is \$2,194,000. The cost of this right of way (\$6,000) was not included in the project cost estimate, but the cost of relocating the fence was.

Staff Recommendation: Staff recommends COA a). This action will allow the project to get started this summer.

Attachments:

PROPOSED RIGHT OF WAY AT BRIDGE



SCALE: 1"=30'



Lumpkin County, Georgia

Finance Department

Date:	April 20, 2021
Agenda Item:	Johnnie Collins Way Bridge Repair and Lanier Drive Culvert Replacement
Item Description:	Discuss options to pay for emergency bridge repair on Johnnie Collins Way and emergency culvert replacement on Lanier Drive.
Facts & Historical Information:	The torrential rain in Lumpkin County on March 25/26 left severe damage to some roads and bridges. One of the bridges in need of emergency repair is on Johnnie Collins Way. The repair quote is \$26,535, and the emergency repair work on the bridge has begun. The 10' culvert on Lanier Drive is also in need of replacement, and staff was able to obtain two quotes. The lowest quote was from Raines Grading, Hauling, and Paving, LLC, for two options. Option 1 is for a 10' aluminized metal pipe for \$64,000, and Option 2 is for a 10' polymer coated pipe for \$74,500. Larry Reiter has recommended Option 2 with the polymer coated pipe. These items are not in the 2021 budget, and this agenda item is for the Board to consider sources of payment for these unforeseen issues.
Potential Courses Of Action:	A. Pay for the repairs from the 2020 SPLOST. B. Pay for the repairs from the 2019 TSPLOST. C. Pay for the repairs from fund balance. D. Pay for the repairs from General Fund savings realized after CARES Act funds reimbursed the County for public safety expenditures. A project that is currently on this list would need to be removed.
Budget Impact:	The operating budget will not be impacted. The impact will be to the 2020 SPLOST, 2019 TSPLOST, or fund balance, depending upon which option the Board chooses.
Staff Recommendation:	Staff recommends Option A. The 2020 SPLOST includes money for road and bridge improvements, and this program is not capped. Sales tax distributions are regularly exceeding projections, and funding this emergency project with 2020 SPLOST dollars will not have a negative impact on the program.

Attachments:

Proposal - Lanier Drive - County

Raines Grading, Hauling & Paving, LLC.

1234 Dawsonville Highway
 Dahlonega, Georgia 30533
 706-864-8809 Office
 706-864-8801 Fax
 678-776-4540 Cell
 Email: info@rainesgrading.com

April 8, 2021

Larry Rider
 Charles Trammel
 Lumpkin County – Lanier Drive
 Phone: 706-344-7961
 Phone: 706-300-6444
 Email: larry.reiter@lumpkincounty.gov
 Email: Charles.trammell@lumpkincounty.gov

PROPOSAL

Project Name: Lanier Drive

Project Location: Dahlonega, Ga

Raines Grading, Hauling & Paving, LLC hereinafter called “company”, offers to furnish labor, materials and equipment for the performance of the following described work in connection with the above-referenced project:

Option 1:

10’ Diameter Aluminized Metal Pipe Replace, GAB, Surge Stone

GRAND TOTAL OPTION 1: \$64,000.00

Option 2:

10’ Diameter Polymer Coated Pipe Replace, GAB, Surge Stone

GRAND TOTAL OPTION 2: \$74,500.00

- ANY RELOCATE, BYPASS, OR REPAIR TO WATER MAIN TO BE DONE BY OTHERS (NOT INCLUDED)

Notes:

1. Sub-grade to be within +/- 1/10th of planned sub-grade elevation and have required density stability before Raines Grading, Hauling & Paving, LLC's fine grading operation begins.
2. Proper drainage cannot be guaranteed on pavement slopes less than 2%.
3. Construction Staking is not included in this Proposal.
4. Price excludes relocation or installation of power, power poles, gas, telephone, and fiber optics.
5. Relocation or removal of existing utilities not included in this Proposal shall require a Change Order at our unit price.
6. Price excludes engineering, testing, and other related county or city fees, sealing, stone under curb, trench drains, and bond costs.
7. Any rock or unsuitable soils encountered will be added as a Change Order at our unit price.
8. No drying or dewatering of over moist soil (done at our hourly rate)
9. Our Price is based on one move-in. Any additional move-in will be \$1,500.00 each.
10. No wash racks or drains are included in this Proposal.
11. Any backfill, erosion control and dressing up is not included, unless specified above.
12. Raines Grading, Hauling & Paving is not responsible should fine grading operation cause deeper areas of pavement requiring additional asphalt tonnage.
13. New Asphalt pavement takes approx. 60 days to cure. During this period, it is possible for pavement scuffing (i.e. tire marks) to occur as a result of vehicles making hard turns or rapid starting and stopping. Any damage caused during this time period is not covered under Warranty. This scuffing is more likely to occur in warmer months and will become less visible over time as the pavement lightens in color.
14. Due to the surging price of fuel, liquid asphalt, and aggregates, Raines Grading, Hauling & Paving contract prices shall expire in Thirty (30) days. After that date, Raines Grading, Hauling & Paving prices shall be equitably adjusted to reflect any increase/decrease in the price of fuel, liquid asphalt, and/or aggregates since the date of Raines Grading, Hauling & Paving's Proposal.
15. Warranty will be void if Heavy Duty paving not done on heavy truck/traffic areas.

Unless a lump sum is to be paid for the foregoing work and is clearly so stated, it is understood that the quantity referred to above are estimates and that payment shall be made on the stated unit prices on the actual quantities of work performed by the company and determined upon completion of work.

If the foregoing meets with your approval, please sign and return this Proposal. Upon receipt, this Proposal and included terms and conditions will constitute a full and complete agreement between us.

This Proposal will expire in thirty (30) days from the date signed, but may be accepted at a later date at the discretion of the company.

ACCEPTED:

(Firm Name)

Respectfully Submitted,

Raines Grading, Hauling & Paving, LLC
(Firm Name)

Attachment: Proposal - Lanier Drive - County (2021 : Johnnie Collins Way Bridge Repair and Lanier Drive Culvert Replacement)



Lumpkin County, Georgia

Finance Department

Date:	April 20, 2021
Agenda Item:	2020 SPLOST 2021 Work Plan Amendment
Item Description:	Consideration of Amending the 2020 SPLOST 2021 Work Plan to include emergency bridge repair on Johnnie Collins Way.
Facts & Historical Information:	The torrential rain in Lumpkin County on March 25/26 left severe damage to some roads and bridges. One of the bridges in need of emergency repair is on Johnnie Collins Way. The repair quote is \$26,535, and the emergency repair work on the bridge has begun. The 10' culvert on Lanier Drive is also in need of replacement, and the replacement quote for 10' polymer coated pipe is \$74,500. If the Board chose to use 2020 SPLOST dollars in the Johnnie Collins Way Bridge Repair and Lanier Drive Culvert Replacement agenda item, the 2020 SPLOST 2021 Work Plan should be amended to reflect the desire of the Board.
Potential Courses Of Action:	A. Amend the 2020 SPLOST 2021 Work Plan B. Take no action and determine an alternate funding source.
Budget Impact:	There are funds available in the 2020 SPLOST to fund this emergency repair.
Staff Recommendation:	Staff recommends Option A.
Attachments:	Lumpkin County 2020 SPLOST Work Plan 2021 yr 2 revised 04.01.21

LUMPKIN COUNTY 2020 S.P.L.O.S.T.

2021 WORK PLAN - REVISED
APRIL 20, 2021

S.P.L.O.S.T. 2020 REFERENDUM STATEMENT

“Shall a special one percent sales and use tax be imposed in the special district of Lumpkin County for a period of time not to exceed Six (6) years and for the raising of an estimated amount of \$18,900,000 for the purpose of (1) funding ECONOMIC DEVELOPMENT, WATER AUTHORITY SYSTEM IMPROVEMENTS, LUMPKIN COUNTY LIBRARY, JUDICIAL ACQUISITION CONTRACT PAYMENTS, ROADS AND BRIDGES EQUIPMENT, VEHICLES, RESURFACING, IMPROVEMENTS AND SHERIFF’S DEPARTMENT EQUIPMENT AND VEHICLES for Lumpkin County, and (2) funding ROADS AND BRIDGES RESURFACING AND IMPROVEMENTS, STORM-WATER INFRASTRUCTURE AND WATER & SEWER SYSTEM IMPROVEMENTS for the City of Dahlonega?”

2020 S.P.L.O.S.T. PROJECTS

- A1 Judicial Center Acquisition Contract Payments
- A2 Economic Development
- A3 Roads & Bridges Equipment, Vehicles, Resurfacing, Improvements
- A4 Lumpkin County Library
- A5 Sheriff's Department Equipment & Vehicles
- A6 Water Authority System Improvements

- B1 City of Dahlonega:
 - Roads & Bridges Resurfacing & Improvements
 - Storm-water Infrastructure
 - Water & Sewer System Improvements

LUMPKIN COUNTY S.P.L.O.S.T.

• 2020 SPLOST Referendum	\$18,900,000
• Lumpkin County Share 79%	\$14,931,000
• City of Dahlonega Share 21%	\$ 3,969,000
• Program to Date Collections	\$ 3,307,477
• Remaining Collections (estimated)	\$16,537,500
• Projected 2020 SPLOST (based on avg collections)	
Collections	\$19,844,977
• Lumpkin County Share	\$15,677,532
• City of Dahlonega	\$ 4,167,445

2020 S.P.L.O.S.T. EXPECTED FUNDS AVAILABLE BY PROGRAM YEAR 2 (LUMPKIN CO. SHARE)

Program Yr	Corresponding YR	Funds Available	Actual/Estimated
YR1	2020	\$ 2,612,907	Actual
YR2	2021	\$ 2,500,000	Estimated
YR3	2022	\$ 2,500,000	Estimated
YR4	2023	\$ 2,500,000	Estimated
YR5	2024	\$ 2,500,000	Estimated
YR6	2025	\$ 2,500,000	Estimated
YR7	2026	\$ 564,625	Estimated
TOTAL		\$15,677,532	

2020 S.P.L.O.S.T. PROPOSED PROJECT BUDGETS

	Description	Budget as Adopted
A1	Judicial Acquisition Contract Payments	\$4,917,770
A2	Economic Development	\$2,086,043
A3	Roads & Bridges Equipment, Vehicles, Resurfacing, Improvements	\$2,036,227
A4	Lumpkin County Library	\$1,043,022
A5	Sheriff's Department Equipment and Vehicles	\$1,313,896
A6	Water Authority System Improvements	<u>\$4,170,530</u>
Total Projected 2020 SPLOST Program		\$15,567,488

2020 S.P.L.O.S.T. PRO-RATA DISTRIBUTION 9 CHECKS RECEIVED (LC SHARE)

PRO-RATA DISTRIBUTION	%	TOTAL
A1 – Judicial Center Acquisition Contract Payments	31.59%	\$825,417
A2 – Economic Development	13.40%	\$350,130
A3 - Roads and Bridges Equipment, Vehicles, Resurfacing, Improvements	13.08%	\$341,768
A4 – Lumpkin County Library	6.70%	\$175,065
A5 - Sheriff's Department Equipment and Vehicles	8.44%	\$220,529
A6 - Water Authority System Improvements	26.79%	\$699,998

2020 S.P.L.O.S.T. PROGRAM – APPROVED YR2 – 2021 PROJECTS

<u>Proposed Projects</u>	<u>Requested</u>	<u>Encumbered 2020</u>	<u>Approved</u>
A1 – Judicial Center Acquisition Contract Payments	\$710,824		
A2 – Economic Development	0		
A3 – Roads & Bridges Equipment, Vehicles, Resurfacing, Improvements**	*\$101,035	1,367,000	
A4 – Lumpkin County Library		1,000,000	
A5 – Sheriff’s Department Equipment & Vehicles*	\$270,000		
A6 – Water Authority System Improvements	\$494,500		
	\$1,576,359		
*includes generator (\$45,000) added by BOC at 3/16/21 meeting **requested revision at 4/20/21 meeting to include emergency bridge repair on Johnnie Collins Way (\$26,535) and emergency culvert replacement on Lanier Drive (\$74,500)			

DISCUSSION



Lumpkin County, Georgia

Community and Employee Services Department

Date: April 20, 2021

Agenda Item: Consideration of Move to Self Insurance

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

Facts & Historical Information:

Lumpkin County Board of Commissioners provides Medical, Dental, Long Term Disability and Basic term life insurance for eligible full-time employees and certain other designated individuals as allowed. These insurances renew on July 1 of each year. Additionally, certain other voluntary insurances such as Short-Term Disability, vision insurance, additional life insurance and critical illness and cancer policies are offered to employees, but premiums are not supported by the county.

Health Insurance

Turner, Wood and Smith (TWS) serves as the employee benefits consultant for Lumpkin County Board of Commissioners. In 2018, as part of the TWS plan to develop a long-term strategy for improving health care costs, Lumpkin County switched to United Healthcare for its health insurance. However, the long-term plan has been to move the county to self-insured so that more control can be exerted, especially over pharmacy costs.

Previously, multiple steps have been taken to control the cost of health insurance both for county tax payers as well as for employees. Plan changes have been implemented, user education has been provided, wellness programs have been pursued, and the Board has absorbed cost increases in order to avoid passing more costs on to employees. However, health insurance costs continue to increase and this year, United Healthcare has offered a renewal with a 9.91% or \$236,822 increase.

Both TWS and staff are of the opinion that the time is right to move to self-insured. The county's financial position includes \$352,432.50 set

aside for managing self-insured costs. Repeated efforts to control costs through traditional methods are obviously not working, if we continue with the traditional methods of providing health insurance, we will continue to have similar outcomes.

Moving to self-insurance will not mean less coverage for employees and may even offer some plan improvements; additionally, moving to self-insurance will allow us, according to conservative estimates to save at least \$150,000 per year in addition to other savings from the actual health insurance portion.

Basic Life, Voluntary Life, and Long-Term Disability Insurances

These insurances remain in a rate hold based on TWS negotiations with Lincoln Financial at the 2020 renewal.

Dental

Remains at current rates for 2021-2022; TWS negotiated as initial renewal asked for a rate increase.

Voluntary Short-Term Disability

Slight increase in cost to employees; this is part of TWS negotiations with Lincoln Financial at the 2020 renewal and Lincoln providing additional rate relief due to COVID.

AFLAC Voluntary Coverages

No rate changes

Vision

Remains in rate guarantee with VSP until 7/1/2022.

Potential Courses Of Action:

- A. Move to self-insurance and continue with other voluntary coverages as outlined above. No cost increase to employees.
- B. Continue with United Healthcare and other voluntary coverages as outlined above. Absorb all of the United Healthcare increase and do not pass along any cost increase to employees.
- C. Continue with United Healthcare and other voluntary coverages as outlined above. Pass along all of the United Healthcare cost increase to employees.
- D. Continue with United Healthcare and other voluntary coverages as outlined above. Split the United Healthcare cost increase 50/50 between employees and the county.

Budget Impact:

Course of Action A will allow the county to continue to provide these

important employee benefits while continuing to work towards long term improvements to both cost and to the products offered, Course of Action B will offer the same coverage as is now provided, but the current cost increase would be absorbed by the Board of Commissioners, Course of Action C will offer the same coverage as is now provided, but the current cost increase would be, in its entirety, passed along to employees, Course of Action D will offer the same coverage as is now provided, but the current cost increase would be split between the BOC and employees.

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



Lumpkin County, Georgia

Special Projects Department

Date: April 20, 2021

Agenda Item: Development Services of Lumpkin County New Logo Design

Item Description: Development Services of Lumpkin County New Logo Design

Facts & Historical Information:

When the Kelley Building was determined to be the new home for the majority of planning and development services for Lumpkin County, staff began discussions on how to best market the services, and infrastructure, the county can offer to not only developers but those who desire to build a home or business in our community. During planning discussions for the renovation of the facility it became clear there was a need for a consolidated webpage to compliment the in-person services that are to be offered in the new facility. It was also discussed that since this is a new venture to bring many departments together under one roof, there should be a specific logo that can be used in marketing materials and press releases to help re-brand the services and streamlined efforts by the Board to create a better experience for those that use these services. Staff worked with our website provider to develop a department header page that will make obtaining information easier for the end user and allow everything to be located on one page. As a part of this process a logo is needed. Staff worked with a local company to obtain several options and are presenting the top three for the board's consideration.

Potential Courses Of Action:

- 1)The board could direct that one of the logos not recommended by staff be used on the site and in marketing materials.
- 2)The board could direct that staff use the county's current seal which will not set the look and feel of the webpage apart from other county functions.
- 3)The board could accept the recommendation of the staff committee and direct use the logo on the website and in marketing/branding materials.

Budget Impact:

There is no adverse impact to the budget as the cost of the logo is covered in the existing operating budget.

Staff Recommendation:

By a vote of 3-2, staff recommends logo 6 for use on the website and for branding materials used by Planning and Development Services.

Attachments:

PlanningDevelopment1
PlanningDevelopment2
PlanningDevelopment6





