



LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Agenda
Commissioners Boardroom

April 19, 2022
6:00 P.M.

- **CALL TO ORDER** Chairman Dockery
- **INVOCATION**
- **CONSIDERATION OF AGENDA**
- **PUBLIC COMMENTS (Agenda Specific)**
- **PROCLAMATIONS**
 1. Child Abuse Prevention Month Joint Proclamation ***Ratify***
- **CONSIDERATION OF MINUTES**
 2. Board of Commissioners - Work Session - Mar 1, 2022 4:00 PM
 3. Board of Commissioners - Public Hearing - Mar 15, 2022 5:15 PM
 4. Board of Commissioners - Work Session II - Mar 15, 2022 5:30 PM
 5. Board of Commissioners - Regular Meeting - Mar 15, 2022 6:00 PM
- **RESOLUTIONS**
 6. 2022 - 15 - Reappoint Personnel Hearing Officer & Alternate Personnel Hearing Officer (*Community & Employee Director Alicia Davis*)
 7. 2022 - 16 - Appoint Member to Planning Commission - David Woodward to Seat 7, exp 08/27/2025
 8. 2022 - 17 - Appoint Members to W&S Authority - Vic Dover to Seat 5, exp 05/31/2026
 9. 2022 - 18 - Appoint Members to Hospital Authority - Deborah Armstrong to Seat 1, exp 03/01/2024
 10. 2022 - 19 - Appoint Member to Airport Authority - Greg Trammell to Seat B with term exp 02/19/2025
 11. 2022 - 20 - Revisions to Chapter 27 Land Use Code (*Planning Director Bruce Georgia*)
 12. 2022 - 22 - County Acceptance of Roads in Crooked Creek Subdivision (*Public Works Director Larry Reiter*)
 13. 2022 - 23 - April Surplus Property
 14. 2022 - 24 - Resolution to Adopt Amended and Restated ACCG 401(a) Defined Contribution Plan for LC Employees (*Community & Employee Services Director Alicia Davis*)
- **REPORTS**

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

- **CONTRACTS/AGREEMENTS**

15. 2022-015 - Agreement between Lumpkin County Board of Commissioners and Windstream Services, LLC (*Development Authority Director Rebecca Mincey*)
16. 2022-016 - Disaster Debris Monitoring Contract - Thompson Consulting Services, LLC (*Public Works Director Larry Reiter*)
17. 2022-017 - Disaster Debris Monitoring Contract - Goodwyn Mills Cawood, LLC (*Public Works Director Larry Reiter*)
18. 2022-018 - Deanna, Inc. DHS Coordinated Transportation SFY2022 – Congregate Transportation (*Senior Center Manager Linda Kirkpatrick*)
19. 2022-019 - Inmate Medical Contract (*Finance Director Abby Branan*)

- **OTHER ITEMS**

20. Library Request for Additional Funding Allocation (*Finance Director Abby Branan*)
21. FY23 Budget Guidance (*County Manager Alan Ours*)
22. Request for Money from Abandoned Gun Auction (*Sheriff Stacy Jarrard*)

- **COUNTY MANAGER**

- **COUNTY ATTORNEY**

- **COMMISSIONERS**

- **PUBLIC COMMENTS**

- **ADJOURNMENT**



Lumpkin County, Georgia

Board of Commissioners Department

Date: April 19, 2022

Agenda Item: Child Abuse Prevention Month Joint Proclamation

Item Description: Child Abuse Prevention Month Joint Proclamation

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



Joint Proclamation

By
Lumpkin County
And
The City of Dahlonega



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

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

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

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

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

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

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

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

Lumpkin County Georgia

Chris Dockery, Chairman

Attest:

Melissa Witcher, County Clerk

City of Dahlonega

Jo Anne Taylor, Mayor

Attest:

Mary Csukas, City Clerk

LUMPKIN COUNTY
Board of Commissioners
Work Session Minutes
Commissioners Boardroom



March 1, 2022
 4:00 P.M.

CALL TO ORDER

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

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

PRESENTATIONS

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

Enotah CASA Presentation

MINUTES

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

RESOLUTIONS

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

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

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

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

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

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

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

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

CONTRACTS/AGREEMENTS

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

CorrectHealth Inmate Medical Contract Amendment

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

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

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

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

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

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

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

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

Retain Architect for New Animal Shelter

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

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

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

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

14. 2022-009 - MOU Amendment – Board of Regents/UGA & Lumpkin County - Extension 4-H Agent Contract (Finance Director Abby Branan)

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

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

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

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

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

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

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

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

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

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

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

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

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

OTHER ITEMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Request for Funding a Program Manager for Broadband Infrastructure Grant Project. The DALC submitted a broadband infrastructure grant to the Georgia State Fiscal Recovery Fund (SFRF), which is part of the American Rescue Plan Act (ARPA) funding the state of Georgia received. The grant was awarded in January. As a part of the project buildout, it is the intention of the DALC to hire a third-party contractor (Program Manager) to assist with project oversight, implementation, tracking and collection of data, and reporting. The Program Manager will work on behalf of the DALC and Lumpkin County Government staff to ensure there is no fraud, waste, or abuse associated with the grant funds. Time constraints and required budget details prevented the DALC from including the fees associated with the Program Manager in the SFRF grant application. The DALC did request a budget amendment to the SFRF grant application to include the Program Manager fees, but the request was denied because the project funding cannot be changed after the award notice.

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

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

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

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

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

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

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

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

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

Chairman Dockery discussed with Larry Reiter if an easement was needed from Blackburn Park Elementary. Commissioner Mayfield had some questions about how this might impact the future use of the site for ball

fields or similar recreation facilities. Mr. Reiter and Ms. Peck said this should not impact any future ball fields, but there is a lot of grading work to be done if we choose this site. There was additional discussion over the topography and whether a road could be used for future Park & Rec facilities. Mr. Reiter pointed out the creek running through the property and how that will impact things in the future. Commissioner Mayfield commented that if we ever do build some Park & Rec facilities out there, the road could be linked up for that purpose.

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

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

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

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

NTIA Broadband Infrastructure Program Acceptance.

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

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

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

PUBLIC COMMENT (Agenda Specific)

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

Adelia Formica, Riverwalk Subdivision, also came to oppose the new animal shelter in Blackburn Park. She said they are concerned mainly about noise and potential impacts to property values. She discussed how the property is "public institutional" and to her interpretation of that term, the property should be primarily engaged in recreational, religious, educational, or philanthropic uses. Ms. Formica said according to her calculations,

their subdivision brings in \$45,000 of tax dollars to the County, but no one else will want to build in the area if there is a dog shelter. She said any firemen stationed at Station 8 will not want to hear dogs barking, and it could stress out the special needs schoolchildren at Blackburn Elementary. Ms. Formica said the proposed location 1 is under power lines, and she has heard that proximity to power lines can have negative health impacts on animals, including disorientation. She said Blackburn Park would be a wonderful asset to the County if it was used for recreation. Lastly, Ms. Formica said she heard her neighbor saying the County dumps roadkill in the vegetative debris management area in Blackburn Park. She said if that was accurate, it would cause a coyote problem.

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

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

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

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

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

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

ADJOURNMENT

The meeting was adjourned at 5:48 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

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

LUMPKIN COUNTY
Board of Commissioners
Public Hearing Minutes
Commissioners Boardroom



March 15, 2022
 5:15 P.M.

Call to Order

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

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

Public Comment

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

There were no comments from the public.

Adjournment

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

 Date

 Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

Attest:

 Melissa Witcher
 County Clerk, Lumpkin County

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

LUMPKIN COUNTY
Board of Commissioners
Work Session II Minutes
Commissioners Boardroom



March 15, 2022
 5:30 P.M.

CALL TO ORDER

The meeting was called to order at 5:34 PM by Chairman Chris Dockery

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

PROCLAMATIONS

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

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

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

CONSIDERATION OF MINUTES

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6. Board of Commissioners - Public Hearing - Feb 22, 2022 6:00 PM

RESOLUTIONS

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

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

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

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

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

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

CONTRACTS/AGREEMENTS

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

CorrectHealth Inmate Medical Contract Amendment

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. 2022-015 - Lumpkin County & Windstream Covered Partnership to Submit a NTIA BIP Application (Development Authority Director Rebecca Mincey)

Lumpkin County & Windstream Covered Partnership to Submit a National Telecommunications and Information Administration (NTIA) Broadband Infrastructure Program (BIP) Application.

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

OTHER ITEMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NTIA Broadband Infrastructure Program Acceptance.

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

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

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

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

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

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

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

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

COUNTY MANAGER

COUNTY ATTORNEY

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

Chairman Dockery adjourned the meeting at 6:03 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

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

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Minutes
Commissioners Boardroom



March 15, 2022
 6:00 P.M.

CALL TO ORDER

The meeting was called to order at 6:13 PM by Chairman Chris Dockery

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

INVOCATION

Commissioner Greene gave the invocation followed by the Pledge of Allegiance.

CONSIDERATION OF AGENDA

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

PROCLAMATIONS

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

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

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

PUBLIC COMMENTS (Agenda Specific)

CONSIDERATION OF MINUTES

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

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

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

RESOLUTIONS

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

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

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

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

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

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

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

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

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

REPORTS

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

Elected Officials

CONTRACTS/AGREEMENTS

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

CorrectHealth Inmate Medical Contract Amendment

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. 2022-015 - Agreement between Lumpkin County Board of Commissioners and Windstream Services, LLC (Development Authority Director Rebecca Mincey)

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

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

OTHER ITEMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NTIA Broadband Infrastructure Program Acceptance.

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

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

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

Attorney Ken Jarrard read aloud the terms of the mediation.

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

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

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

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

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

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

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

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

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

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

COUNTY MANAGER

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

COUNTY ATTORNEY

COMMISSIONERS

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

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

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

PUBLIC COMMENTS

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

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

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

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

ADJOURNMENT

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

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

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



Lumpkin County, Georgia

Community and Employee Services Department

Date: April 19, 2022

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

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

Facts & Historical Information:

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

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

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

Potential Courses of Action:

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

Budget Impact:

Implementation should be budget neutral.

Staff Recommendation:

Staff recommends Course of Action A, approval recommendations.

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

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

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

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

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

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: April 19, 2022

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

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

LUMPKIN COUNTY RESOLUTION NO. 2022-16

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

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

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

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

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

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: April 19, 2022

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

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

LUMPKIN COUNTY RESOLUTION NO. 2022-17

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

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

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

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

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

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: April 19, 2022

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

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

LUMPKIN COUNTY RESOLUTION NO. 2022-18

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

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

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

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

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

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: April 19, 2022

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

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

Lumpkin County Resolution No. 2022 –19

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

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

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

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

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

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

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Planning Department

Date: April 19, 2022

Agenda Item: Revisions to Chapter 27 Land Use Code

Item Description: Revisions to Chapter 27 Land Use Code

LUMPKIN COUNTY RESOLUTION NO. 2022-20

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:

LAND_USE Revisions 4.19.22

Chapter 27 LAND USE (Performance Zoning)

PREAMBLE

These regulations shall be known as Performance Zoning and may be cited as the "Land Use Code of Lumpkin County, Georgia."

Chapter 27 is adopted under authority of Chapter 9, Section 2, Paragraphs 3 and 4 of the Constitution of the State of Georgia, and pursuant to the Zoning Procedures Law, O.C.G.A. § 36-66-1 et seq., and other applicable laws of the State of Georgia.

Lumpkin County Land Use Background:

- In 1995, a referendum on whether to impose zoning on the unincorporated areas of the county failed.
- In 2002, a referendum, on whether Lumpkin County should have Land Use Planning passed.
- In 2003, land use was adopted by the County in a form that was not intended to be considered as a Zoning Ordinance.
- In 2007, a court ruling deemed the Land Use Code as a form of zoning.
- In 2008, Lumpkin County readopted the Land Use Code, as performance-based zoning under the requirements of the Zoning Procedures Law.
- In 2019, the BOC approved revisions to the land use code to help the County face current land use challenges and impacts of growth while maintaining our character and sense of place.

Lumpkin County has adopted a different approach to future land use through the adoption of this Ordinance. This document is intended to give our residents, property owners, and potential stakeholders a clear picture of the role the County plays in land use decisions, providing them an uncomplicated, straightforward regulation which will help each to better decide where to buy land, buy or build a house, or locate a business.

This Ordinance begins with the creation of a Road Classification plan which categorizes all roads within the planning area of Lumpkin County as either an Arterial Road, Collector Road, or a Local Road. These classifications are based upon a long-range look at the ultimate role of that roadway based on its location, design criteria and connectivity, and not merely constantly changing characteristics such as traffic counts. The road classifications are:

Arterial Roads (A): These roads are state and certain county-maintained roads of regional importance throughout the county which are expected to carry high traffic volumes. Arterial roads provide the main travel corridors within the county and can offer access to neighboring counties.

Collector Roads (C): These roads are County maintained and used for moving traffic from Local roads to Arterial Roads. Collector roads are primarily contained solely within the County boundaries.

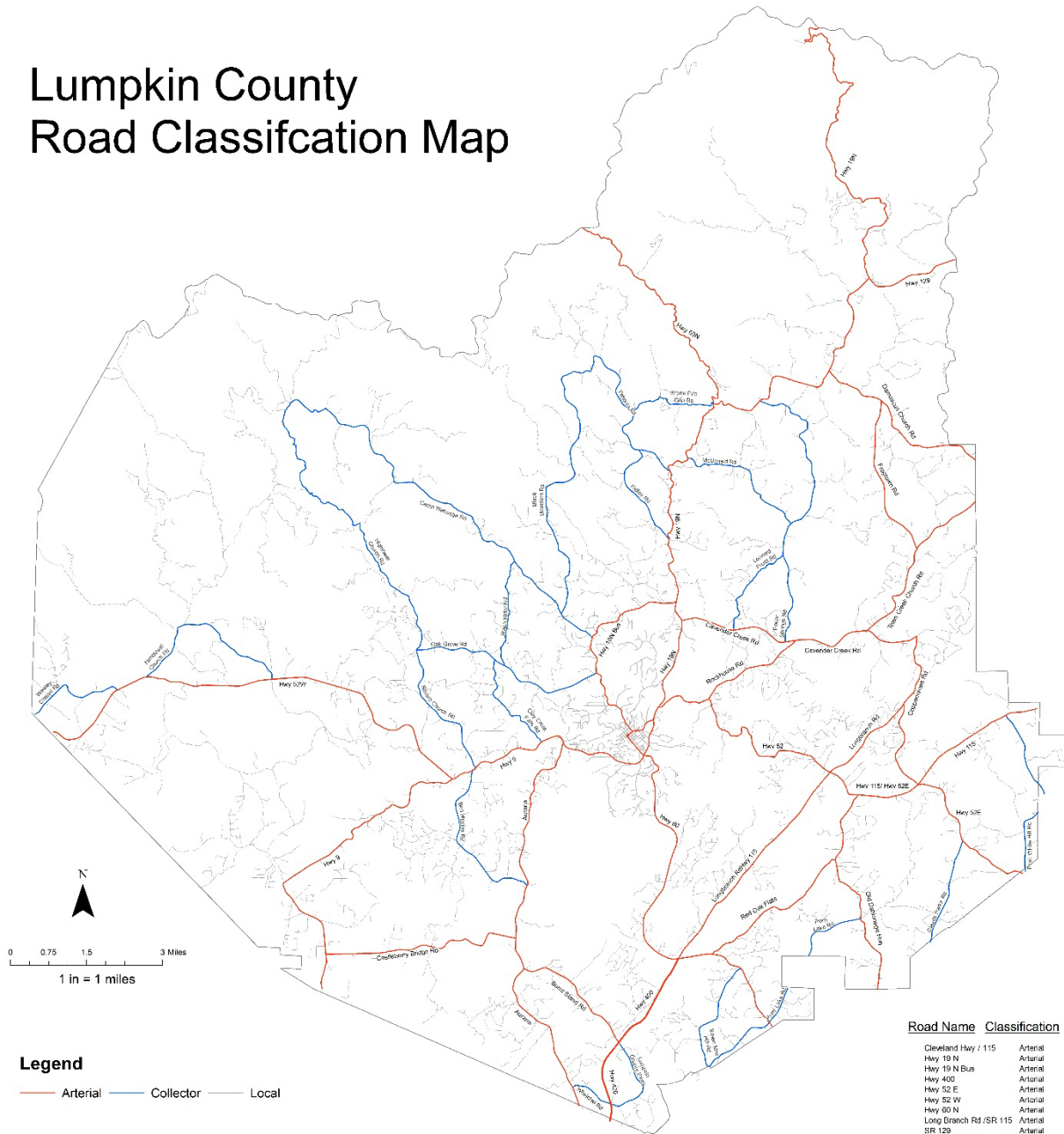
Local Roads: (L) These roads are County or privately maintained and generally provide access to confined geographic areas throughout the county and generally connect to Collector and Arterial roads.

This Road Classification Plan is the backbone to our future land use planning effort that will address the conflicting land use issues for years to come. As a general rule, properties located directly on Arterial or Collector Roads will have the best options for commercial type activities. On Local Roads, uses beyond agricultural, residential, limited-service type activities and residential businesses and activities that support tourism and recreation uses, shall be developed with extreme care to ensure the performance standards established are met. In this way, all parcels with the surrounding properties will remain desirable for residential and agricultural activities. It is equally important that non-residential activities, such as business, services, schools, industry, manufacturing and distribution that locate or exist on Arterial or Collector Roads, not be denied development opportunity nor suffer a restriction on existing activities should residential development seek to locate in proximity to such users along the same roads at a later date.

In order to achieve such an ambitious long-range plan, it was important that this Ordinance identifies development categories within each character area, and have performance standards for activities adjacent to each other that provide better protection for residences, property, or farmland not in the vicinity of or accessed from an Arterial Road or Collector Road. Property adjacent to these roads are more easily used for non-residential activities. In all instances, there are performance standards for residences already located in those areas prior to the adoption of this Ordinance.

Implementation will be achieved through rigorous performance standards in each development category through the established road classifications, acreage, buffering, setbacks, screening, light, glare, amplified sound, etc. It is therefore very important **how** an activity places itself on a parcel which is determined by **where** it is to be located.

Lumpkin County Road Classification Map



Legend

Arterial Collector Local

Road Classification Definitions:

Arterial Roads:

Arterial Roads are state and certain county-maintained roads of regional importance throughout the county which are expected to carry high traffic volumes. Arterial Roads provide the main travel corridors within the county and can offer access to neighboring counties. In an effort to maintain Lumpkin County's unique character and quality of life, the main commercial development effort is supported within the designated General Development Character Areas.

Collector Roads:

Collector Roads are County maintained and used for moving traffic from Local Roads to Arterial Roads. Collector Roads are primarily contained solely within the County boundaries and support residential activity that meet the performance standards within this chapter. Collector Roads shall have limited commercial opportunity within designated restricted development categories based on direct Collector Road frontage and meet the performance standards laid out in this chapter.

Local Roads:

Local Roads are County or privately maintained and generally provide access to confined geographic areas throughout the county and generally connect to Collector and Arterial Roads.

Road Name Classification

Cleveland Hwy / 115	Arterial
Hwy 19 N	Arterial
Hwy 19 N Bun	Arterial
Hwy 400	Arterial
Hwy 52 E	Arterial
Hwy 52 W	Arterial
Hwy 80 N	Arterial
Long Branch Rd / SR 115	Arterial
SR 129	Arterial
SR 60	Arterial
SR 9	Arterial
Auraria Rd	Arterial
Bunk Shand Rd	Arterial
Castlesberry Bridge Rd	Arterial
Cavender Creek Rd	Arterial
Copper Mines Rd	Arterial
Damascus Church Rd	Arterial
Frogtown Rd	Arterial
Old Dahlonega Hwy	Arterial
Red Oak Flats Rd	Arterial
Rock House Rd	Arterial
Town Creek Church Rd	Arterial
Ben Higgins Rd	Collector
Black Mountain Rd	Collector
Camp Wahweaga Rd	Collector
Claude Parks Rd	Collector
Clay Creek Falls Rd	Collector
Highower Church Rd	Collector
Leonard Platts Rd	Collector
Lumpkin County Pkwy	Collector
Martins Ford Rd	Collector
McDonald Rd	Collector
Nimblewill Church Rd	Collector
Oak Grove Rd	Collector
Pony Lake Rd	Collector
Porter Springs Rd	Collector
Post White Hill Rd	Collector
Ridley Rd	Collector
Seven Mile Hill Rd	Collector
Stam Church Rd	Collector
Stone Pile Gap Rd	Collector
Wash Rider Rd	Collector
Wesley Chapel Rd	Collector
Whitchel Rd	Collector
Yahoola Rd	Collector



Lumpkin County cannot accept any responsibility for errors, omissions, or positional accuracy.

ARTICLE I - GENERAL PROVISIONS

CHAPTER 1. INTRODUCTION.

Sec. 27-1.1.1 Title and authority.

These regulations may be cited as the “Land Use Code of Lumpkin County, Georgia.”
Chapter 27 is adopted under authority of Chapter 9, section 2, paragraphs 3 and 4 of the constitution of the State of Georgia, and pursuant to the Zoning Procedures Law, O.C.G.A. 36. § 36-66-1 et seq., and other applicable laws of the State of Georgia.

Sec. 27-1.1.2 Purpose and intent.

1. The purpose of this chapter is to promote the health, safety, and general welfare of the citizens of Lumpkin County and the public generally. To that end, these regulations are made in conformance with the Comprehensive Land Use Plan of Lumpkin County, and with consideration for each activity. These regulations are intended to:
 - A. Promote the methodic and beneficial development and expansion of the county;
 - B. Preserve the property rights of individual property owners;
 - C. Retain and enhance the county's most significant values: the quality of the rural landscape and environment, the diversity of its population, the small-town character, historic features, high-quality services, and strong participation by residents in government;
 - D. Promote efficient investment in public infrastructure; and
 - E. Protect environmentally sensitive and agriculturally vulnerable lands, preserve scenic vistas, views and meadowlands, and provide landscaping and other elements of an aesthetic nature.
2. This chapter is not intended to repeal, abrogate, or impair any valid easement, covenant, or deed restriction.

Sec. 27-1.1.3 Applicability and exemptions.

1. This chapter applies to all lands within the unincorporated areas of the county. No new development shall occur, no new structure may be constructed, occupied, or new land use implemented except in full compliance with the provisions of this chapter.
2. This chapter shall not prohibit the continuation of any lawful use or uses of any land or building legally existing at the time this chapter became effective provided it complies with the provision of Sec. 27-9.1.2 concerning nonconforming uses below.
3. The provisions of this chapter shall not affect the validity of any lawfully issued and effective permits or land use approvals if:
 - A. The commercial development activity or building construction authorized by the permit or land use approval commenced prior to the effective date of the Board of Commissioner’s 210-day moratorium on commercial permitting in Agricultural Preservation, Rural Places and Residential Growth character areas, or amendment thereto or within 12 months of issuance of the permit or issuance of the land use approval, whichever is later; and
 - B. The commercial development activity or building construction authorized by the permit or by an approved land use in all other character areas was not mentioned in the 210-day moratorium: Industrial, Neighborhood Village, Community Village, Commerce Corridor and Gateway Corridor or commenced prior to the effective date of this chapter or amendment thereto or within 12 months of issuance of the permit or issuance of the land use approval.

whichever is later; and

- C. The commercial development activity or building construction continues without interruption (except because of war or natural disaster or other force majeure as determined by the Board of Commissioners) until the development or construction is complete.

If the permit expires without proper renewal, any further development or construction on that site shall occur only pursuant to a new permit issued in conformance with the current requirements of this chapter in effect on the date of the new permit was approved.

Sec. 27-1.1.4 Conflicting laws.

1. If provisions in this chapter overlap or conflict with other requirements found in this chapter, the more stringent regulation shall apply and the specific provision shall prevail over the general.
2. If provisions in this chapter overlap or conflict with requirements or regulations found in other parts of the Lumpkin County Code outside of this chapter, the provisions of *Chapter 1, Sec. 1-17* of the Code of Lumpkin County shall apply.

Sec. 27-1.1.5 Severability.

If any phrase, clause, sentence, paragraph or section of this chapter is declared unconstitutional, invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of any of the remaining phrases, clauses, sentences, paragraphs, and sections of this chapter.

Secs. 27-6—27-19. Reserved.

CHAPTER 2. CONSTRUCTION OF LANGUAGE AND DEFINITIONS.

Sec. 27-1.2.1 Rules for construction of language.

1. The particular shall control the general.
2. In the case of any difference of meaning or implication between the text of this ordinance and any caption, illustration, summary table, or illustrative table, the text shall control.
3. The word “shall” is always mandatory and not discretionary. The word “may” is permissive.
4. Words used in the present tense shall include the future, and words used in the singular shall include the plural, and the plural the singular, unless the context clearly indicates the contrary.
5. All public officials, bodies, and agencies to which reference is made are those of Lumpkin County unless otherwise indicated.
6. The word “County” or “Lumpkin County” shall mean the area of jurisdiction of Lumpkin County, Georgia, excluding the City of Dahlonega.

Sec. 27-1.2.2 Definitions.

Except when definitions are specifically included in the text, words in the text of this Ordinance shall be interpreted in accordance with the provisions set forth in this section. Where words have not been defined, the standard dictionary definition shall prevail. In cases of conflicting definitions, the

Planning Director shall be authorized to define any word or interpret any definition. Such definition or interpretation by the Planning Director be appealed through the Planning Commission appeal process outlined in Sec. 27-7.1.10.

Accessory Dwelling a secondary, subordinate residential dwelling that is attached to or detached from and located on the same lot as a principal residential unit.

Accessory Structure a secondary, subordinate structure that is detached from and located on the same principal structure.

Accessory Activity a secondary use that is different from the primary use of a property. An accessory use is of a lesser scope and scale than the principal use.

Activity the performance of a function or operation which constitutes the use of the land.

Agriculture growing, harvesting, or storing of products of the field or orchard, including growing plants, sod, and trees for sale; the production of horticultural, dairy, poultry, eggs and apiarian products, feeding, breeding, or managing livestock, poultry, or other commonly commercially produced animals or producing for such animals.

Attached buildings which share one or more common walls with other buildings. As pertains to residential activity, dwelling units may also be considered attached when sharing structures in a manner other than just common walls, except in Planned Cluster Developments.

Building a fully enclosed structure having a roof supported by columns, walls, or cantilevers.

Buffer portion of a lot set aside as open space and/or for visual screening purposes to separate uses on adjacent or nearby properties and ameliorate the negative impacts a land use may have on surrounding properties. Types of buffers discussed in this chapter include:

Fence Buffer a barrier, railing, or other upright structure, typically of wood or wire, where an area of ground is used to mark a boundary or control access, kept in good repair to ensure its continued functionality.

Opaque or Visual buffer a buffer primarily utilized for screening and buffering for the purposes of eliminating the view of any element of structure or use that is intended to be unseen.

Vegetative Buffer a buffer of trees and shrubs that provide aesthetic enhancements to the accompanying land use.

Dark Sky Compliant when an outdoor lighting fixture passes the International Dark Sky Association (IDA) fixture seal of approval program. Purpose is to limit the amount of blue light during the night time and limit light trespassing and light pollution.

Detached Building a building or structure which is physically separated and not dependent on any other building or structure for structural support or enclosure.

Dwelling a building, or portion thereof, designed exclusively for residential occupancy, including single dwellings, duplexes, and multiple dwelling units, but not including transient occupancy.

Floor Area Ratio (FAR) a measure of the density of the site being developed generated by dividing the building area by the parcel area, using the same units.

Greenspace protected land and water, including agricultural and forestry land, that is in its undeveloped, natural state.

Family Subdivision the division of a lot into no more than three additional lots for the purpose of sale or as a gift to a member, or members, of the immediate family of the property owner. An immediate family member is defined as any person who is a natural or legally defined child, stepchild, grandchild, spouse, sibling, or parent of the property owner. The property owner is required to have owned the property for at least two years prior to filing the family subdivision plat. This is an allowed subdivide, reviewed and approved by the Planning Director or designated representative.

Gross Acreage total area of land confined within the property boundaries, including those which are permanently under water or subject to inundation, or which are contained in an easement or grant of use other than existing publicly dedicated road rights-of-way.

Heavy Industrial intensive industrial land uses that have potential for significant negative impacts on the surrounding area and that could be potentially dangerous to health, safety, or general welfare if located near residential development. This includes any use that emits hazardous or noxious fumes or other discharges or that cause noticeable odors. Examples of heavy industrial uses include, but are not limited to:

- a) Animal slaughtering and processing;
- b) Rendering or refining of fats and oils;
- c) Leather and hide tanning and finishing, except taxidermy;
- d) Paper manufacturing other than finished stationery products;
- e) Petroleum and coal products refining or manufacturing;
- f) Mills (textile and paper);
- g) Junk, salvage, and scrap yards;
- h) Waste management or disposal services;
- i) Quarries;
- j) Asphalt and cement plants;
- k) Processing of sauerkraut, vinegar or yeast;
- l) Wood preservation;
- m) Bulk storage of petroleum, natural gas or other flammable gasses or liquids greater than 100,000 gallons, other than when it is for direct use or retail sale on site; and
- n) Environmentally hazardous uses that require a section 313 permit under the Federal Water Pollution Control Act of 1972 (commonly referred to as the Clean Water Act), 33 USC 1251 et seq.

Industrialized Building Any structure or component thereof which is designed and constructed in compliance with the state minimum standards codes and is wholly or in substantial part made, fabricated, formed, or assembled in manufacturing facilities for installation or assembly and installation on a building site and has been manufactured in such a manner that all parts or processes cannot be inspected at the installation site without disassembly, damage to, or destruction thereof.

Landscaped Strip a land area located within the boundary of a lot and required to be set aside and used for landscaping upon which only limited encroachments are authorized.

Light Industrial wholesaling or warehousing, as well as fabrication, manufacturing, assembly, or processing of goods in such a way that is not likely to have significant impacts on neighboring properties through the production of smoke, odor, dust, noise, vibrations, or any other impacts. Examples of light

industrial include but are not limited to, light manufacturing, such as medical equipment, signs, sports and athletic goods, computer and electronics; wholesale trade; and warehouse and storage.

Livestock domestic or farmed animals raised for profit. This use falls under the activity definition of Animal Operations.

Manufactured Homes A structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning and electrical systems contained herein. Such term includes any structure which meets all the requirements of this definition except the size requirement and with respect to which the manufacturer voluntarily files a certification required by the secretary of housing and urban development and complies with the standards established under the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. 5401 et seq.).

Master Planned Development a planned development employing creativity and imagination in the planning and development or redevelopment of large tracts of land for various uses and activities associated with a planned community under one master plan that may include a mix of land use types at different levels of intensity.

Mixed-Use Subdivisions a development that combines residential uses with commercial or institutional uses.

Multi-Family Residential structures containing three or more single family dwelling that are constructed for multiple-family use, such as apartments, dormitories, or condominiums.

New Development construction, land disturbing activities, structural development, or other activities that significantly change the use or character of a parcel of land including the expansion of an existing building or other structure, or the creation of impervious surfaces on a previously undeveloped site that commenced after the adoption of this chapter of the Lumpkin County Code of Ordinances or after the adoption or amendment of the relevant provisions.

Nonconforming Use any structure or land use that is inconsistent with the provisions of this chapter of the Lumpkin County Code of Ordinances or any subsequent amendments thereto.

Outdoor Storage the keeping of any goods, material, supplies, merchandise, or items for repair (including vehicles) in the same outdoor location for more than 48 hours.

Parcel real property shown on the local tax rolls of Lumpkin County.

Performance Standards requirements imposed upon activities based on their road access category, development category, acreage, buffer and setback, screening requirements, and conditional uses.

Personal Livestock animals raised for personal use, not held as assets or sold in commercial operations. This use falls under the activity definition of Animal Operations.

Place of Worship building, including a church, mosque, temple, or synagogue, used primarily as a place of public or private worship on a permanent basis and registered as a not-for-profit organization pursuant to *Section 501(c)(3)* of the United States Internal Revenue Code, as amended.

Principal Activity a primary function of an establishment, institution, household, or other entity.

Principal Building a building which contains the principal activity or use located on the parcel on which the building is situated.

Produce Stand any structure, stand, trailer, or similar facility that is utilized to sell produce to passing motorists or pedestrians.

Property Owner a person or persons, including his/her legally designated representative, with verifiable legal title and ownership of a parcel or structure.

Protected Property Line a character area and/or development category boundary line or a property boundary or portion thereof from which, across which, or at which performance standards are measured. Some of the protected property lines for a particular project, especially if it is an intense activity, may include more than just those adjacent property lines. They could be located across adjacent property or road rights-of-way but close enough to be included in the distance, and screening standards as well as those for noise, light, and glare.

Recreational Vehicle (RV) is a motor home, travel trailer, truck camper or camping trailer designed for recreational or emergency human habitation.

Residential Industrialized Building (also sometimes referred to as a Modular home) an industrialized building that is a dwelling unit designed and constructed in compliance with the Georgia State Minimum Standard One-and Two-Family Dwelling Code A residential industrialized building shall not contain a permanent metal chassis and shall be affixed to permanent load-bearing foundation. The term shall not include manufactured homes as defined by the National Manufactured Housing Construction and Safety Standards Act of 1974, 42 U.S.C. Section 5401, et seq.

Residential Shipping Container a new or used container for residential use which has been inspected, tested and certified by an approved third-party agency in accordance with Georgia Department of Community Affairs (DCA's) approved quality control and inspection protocols.

Road any thoroughfare (road, highway, street, avenue, boulevard, etc.) which has been dedicated, deeded, or designated for vehicular traffic, public or private.

Roof Line the outermost extension of a roof at or beyond the wall of a building.

Screening natural vegetation, landscaped vegetation (including planted berms), walls, and/or fences designed to lessen the visual interaction between adjacent activities or accessories thereto.

Setback the minimum allowable horizontal distance from a given point or property line to the overhang or vertical wall of a building or structure.

Sleeping Unit means a habitable room occupied by a person under any form of accommodation providing remuneration for the room, which room does not include provision for cooking or food preparation, except for limited food preparation facilities such as bar fridge, mini-sink, and/or microwave. Sleeping units may or may not be equipped with sanitary facilities.

Single-Family Residential a residential dwelling unit designed to be occupied by a single family as a standalone structure on a parcel of land, whether site-built, manufactured, or a mobile home, or attached such as a duplex or townhome.

Structure a roof supported by columns, walls, or cantilevers, not fully enclosed.

Subdivision division of a tract or parcel of land into two or more lots, building sites or other divisions, via plat, for the purpose of either immediate or future sale, lease or building development.

Tiny Homes a residential industrialized building that is 400 square feet or less in floor area excluding lofts. These homes can either be built on site or in accordance with the industrialized building program.

Transient Merchant a person engaged in transient business either in one locality or in traveling from place-to-place selling goods, who, for the purpose of carrying out such business sells goods at retail from a car or other mobile unit.

Use the performance of a function or operation which constitutes the activity developed on a parcel or tract of land.

Secs. 27-1.2.3 —27-1.2.9. Reserved.

CHAPTER 3. CHARACTER AREAS AND DEVELOPMENT CATEGORIES.

Sec. 27-1.3.1 Official character area map and road access classification map adopted.

1. The Lumpkin County, Georgia recommended Character Area Map (CAM), developed as part of the Lumpkin County 2022 Comprehensive Plan, and referred to in this chapter as the "Character Area Map," is adopted as the official "Character Area Map" in the county's comprehensive plan along with any and all subsequent amendments thereto, and it is hereby made a part of this chapter.
2. The Lumpkin County Character Area and road access classification maps are hereby adopted as part of this chapter, and the character area boundaries on that map, as they may be amended by the Board of Commissioners from time to time, defines the location and boundaries of all character areas described in this chapter.
3. All notations, references and other information shown on the character area map and road access classification map shall be a part of this chapter as well as any amendments or modification adopted by the Board of Commissioners. If any other map is adopted by the Board of Commissioners with the intention of replacing the character area map, that map shall be considered part of this chapter in substitution of the present map.

Sec. 27-1.3.2 Character areas (CA) defined.

1. For the purpose of this chapter, the planning area of Lumpkin County, Georgia, is hereby divided into nine (9) different Character Areas (CA) listed below and described on the Character Area Map (CAM) of Lumpkin County. The county currently consists of approximately 271 square miles, and 173,268 total acres. The U.S. Forest Service land represents 33% off the total acreage, which equates to approximately 58, 029 acres. The real total planning area is approximately 115, 143 acres situated within its unincorporated boundaries.
2. The County has identified certain character areas that can best accommodate commercial growth and which provide the necessary infrastructure, services and resources. In order to efficiently use land, growth must be focused into strategically located areas or into existing commercial character areas, thus minimizing development pressures on residential, rural, agricultural, and open space areas. This will in turn help to preserve the unique rural character of the County.
3. No land shall be developed within a particular character area unless the property meets the requirements outlined within this chapter. For the purposes of this restriction, the term "within" shall mean that character area in which the largest percentage of the relevant parcel lies.

Sec.27-1.3.3 Establishment of character areas.

The following character areas are established:

1. Agricultural Preservation (AP) — AP is currently the largest character area within the county planning area. Due to the size of the AP character areas, the effort to preserve and protect what makes Lumpkin County such a special place to live is highlighted throughout this chapter. The development standards defined within this chapter support current permitted activities and future development activities such as conservation, agricultural, commercial agricultural uses, and low-density (more than 3 homes in a development) large lot residential development. This character area is designated as Restrictive Development (RD).
2. Rural Places (RP) — RP is currently the second largest character area. The development standards for RP areas defined in this chapter support current permitted activities and future development activities such as is intended for development as rural residential communities connected to the agricultural, economic, environmental, and aesthetic features of the rural and natural landscape through activities such as agricultural, commercial agricultural, and large lot single family homes, conventional subdivisions, or within large lot conservation and master planned developments. This character area is designated as Restrictive Development (RD).
3. Residential Growth (RG) — RG's future development emphasis is for smaller lot size single family homes and conventional and conservation subdivisions. This character area is designated as Restrictive Development (RD).
4. Neighborhood Village Centers — Neighborhood village centers are intended for small-scale commercial activities designed to serve daily local needs of the surrounding area. These uses will generally be retail or service oriented. The specific activity and development requirements are designed to be applied over, or in addition to, the requirements of the performance standards chart in Sec. 27-2.2.3. This character area is designated as General Development (GD).
5. Community Village Centers — Community village centers are intended for commercial, office, and mixed-use developments that serve a region or a larger area than the immediate neighborhood. The specific activity and development requirements are designed to be applied over, or in addition to, the requirements of the performance standards chart in Sec. 27-2.2.3. This character area is designated as General Development (GD).
6. Commerce Corridor — Commerce Corridors are intended for commercial, industrial, and other employment activities that do not have significant impacts on the environment or on nearby properties. Examples of these uses include office and business parks, medium scale commercial sites, office-warehouse centers, distribution/service facilities, light industrial, high-technology and research uses, wholesaling companies, and similar businesses. The specific activity and development requirements are designed to be applied over, or in addition to, the requirements of the performance standards chart in Sec. 27-2.2.3. This character area is designated as General Development (GD).
7. Gateway Corridor—Gateway corridors are intended large-scale commercial, office, technology, and distribution uses along major roadways and transportation corridors. The specific activity and development requirements are designed to be applied over, or in addition to, the requirements of

the performance standards chart in Sec. 27-2.2.3. This character area is designated as General Development (GD).

8. Gateway Corridor Overlay District - The Gateway Corridor Overlay District (GCOD) include land use and development requirements designed to be applied over, or in addition to, the requirements of the Gateway Corridor and the performance standards chart in Sec. 27-2.2.3. *Article III* contains Overlay District requirements associated with this Ordinance. This character area is designated as General Development (GD).
9. Industrial - areas are intended for uses that are likely to have negative impacts on neighboring properties or the surrounding area, and particularly those uses that could be potentially dangerous to health, safety, or general welfare if located near residential development. The specific activity and development requirements are designed to be applied over, or in addition to, the requirements of the performance standards chart in Sec. 27-2.2.3 This character area is designated as General Development (GD).

Sec. 27-1.3.4 Development categories defined.

1. In order to implement the provisions of this Ordinance, the following development categories are hereby established and each character area is designated to a development category:

A. Restrictive Development (RD).

The Restrictive Development (RD) category is primarily used and preserved for agricultural and residential type activities and development. This chapter requires non-residential activities that locate in character areas designated RD meet the more restrictive performance standards. In this way, Lumpkin County promotes good development, without unreasonably taking away a property owner's land use options.

B. Character Areas that are within the Restrictive Development Category:

- 1) Agricultural Preservation
- 2) Rural Places
- 3) Residential Growth

C. General Development (GD).

Character Areas designated as General Development (GD) are best suited for non-residential activities, and, therefore, most activities are allowed to locate in those character areas designated GD with appropriate standards according to the activities proposed. However, residential uses designated as GD prior to the effective date of this Ordinance are considered "protected" and would be given performance protection in accordance with the RD standards in this Ordinance.

D. Character Areas that are within the General Development Category:

- 1) Neighborhood Village Centers
- 2) Community Village Centers
- 3) Commerce Corridor
- 4) Gateway Corridor
- 5) Gateway Corridor Overlay District
- 6) Industrial

2. Together with established character areas, and specific development categories, any new development proposed in each CA shall meet the performance standards requirements of the proposed development as described in *Article II* of this chapter. These requirements are intended to separate and reduce potential conflicts between adjacent land uses by establishing road access requirements, setbacks, buffers and screening between uses while subjecting certain conditional uses to additional scrutiny and approvals because of the type activity and the potential impacts on neighboring and nearby land uses.

Sec. 27-1.3.5 – 1.3.9. Reserved.

ARTICLE II - APPLICATION OF THE REGULATIONS

CHAPTER 1. Schedule of Permitted Uses.

Sec. 27-2.1.1 General classification rules.

1. The purpose of this section is to classify all uses into a number of specially defined or generally defined activities on the basis of common functional characteristics and similar performance standards with other uses. This classification system provides a basis for the regulation of these activities and their assignment to CA's later in this chapter. Vacant land, itself, shall not constitute an activity type. In the event of conflicting interpretations, or uncertain references to a particular use, the Planning Director will administratively assign uses to the most appropriate activity category. Any disagreement with that assignment may be appealed to the Planning Commission. If the Planning Commission is unable to assign a use to an appropriate activity, the activity shall comply with the Special Land Use Approval process in *Sec. 27-8.1.4*.

Sec. 27-2.1.2 Description of principal activities.

All Activities listed here will also appear in the Chart of Performance Standards (Section 27-2.2.3, Table 1). Most activities requiring a conditional use approval from *Article IV* will have a description here and standards to meet in *Sec. 27-2.2.3*, like all other Principal Activities, *Article IV, Activities requiring Conditional Use Approval*, will primarily contain additional performance standards that must be met for those unique activities.

Addiction Treatment Facility (Limited): sometimes called a half-way house or recovery house. Providing a residential recovery program to support outpatient individuals who are overcoming the effects of drugs or alcohol or are recovering from other diseases or addictions and to help adjust to life in general society.

Addiction Treatment Facility (Extensive): sometimes called a rehabilitation facility providing medical services and therapy for substance use disorders or other behavioral problems for people who are overcoming the effects of drugs or alcohol or are recovering from other diseases or addictions. This activity does not include Nursing Homes (See also Nursing Homes).

Animal Facility (Limited): temporary lodging and boarding, clipping, training, or grooming of domestic house pets within a fully enclosed building not exceeding 5,000 square feet, with

soundproofed exterior walls. Animal rescue and/or adoption facilities, whether operated for profit or as nonprofit organization, shall be included in this category.

Animal Facility (Extensive): temporary lodging and boarding, clipping, training, or grooming of animals within a building exceeding 5,000 square feet or with outdoor kennels and cages. Animal rescue and/or adoption facilities, whether operated for profit or as nonprofit organization, shall be included in this category.

Animal Operation: Agricultural activity that raises animals for meat, fiber, milk, or other products for commercial purposes. It includes day to day care, selective breeding, and the raising of livestock.

Asphalt Batch Plant: manufacturing of asphalt-type roofing materials, asphalt and tar paving mixtures, paving block made of asphalt and various compositions of asphalt or tar with other materials to be used in building or construction, and the recycling of old asphalt into asphalt-type material. These facilities are also known as hot mix asphalt plants, drum mix plants, or batch mix plants among others, but does not include a temporary Asphalt Batch Plant established for road construction. (*Heavy Industrial Activity - See Sec.27-8.1.4 - Special Land Use Approval*)

Broadcast Studio, Radio, or Television Station (Limited): A standalone structure or residential use studio less than 4,000 sq ft. where one records, films, or produces content for television, internet, or radio.

Broadcast Studio, Radio, or Television Station (Extensive): an establishment containing one or more broadcasting studios for over-the-air, cable or satellite delivery of radio or television programs, or studios for the audio or video recording or filming of musical performances, radio or television programs or motion pictures.

Business Services: clerical or goods brokerage services; banks, savings and loans, or other financial, consulting, or administrative activities; communication related services; book and newspaper publishing; multi-copying, and custom printing; mail services; and other such activities where clientele are served on the premises with nothing other than a service rendered.

Bulk Storage of Fuel or Liquid Asphalt and Distribution (Limited): fuel and liquid asphalt facilities with a combined capacity of less than 100,000 gallons involved in the manufacture of or the receiving of liquids, gases, or solids by truck, tank vessel, pipelines, tank car, or tank vehicle, and storing, processing, or blending them in bulk for the purpose of distributing such liquids, gases, or solids by truck, tank vessel, pipeline, tank car, tank vehicle, portable tank, or container. It is not intended to include retail gasoline stations, convenience stores selling gasoline, retail sales of fuel products, or businesses who, due to operational requirements, store fuel products for internal use. *Light Industrial Activity - (Additional descriptions and definitions may be found in Article IV, Sec. 27.4.3.1 – Activities requiring Conditional Use Approval.)*

Bulk Storage of Fuel or Liquid Asphalt and Distribution (Extensive): includes the bulk storage, blending, transfer, and distribution of fuel products and liquid asphalt, more than 100,000 gallons. It is not intended to include retail gasoline stations, convenience stores selling gasoline, retail sales of fuel products, or businesses who, due to operational requirements, store fuel products for internal use. *Heavy Industrial Activity - (Additional descriptions and definitions may be found in Sec. 27-8.1.4 – Activities requiring Special Land Use Approval.)*

Call Center: includes a centralized office used for receiving or transmitting a large volume of requests by telephone.

Campgrounds (Limited): a parcel of land intended for the temporary occupancy of tents where the primary purpose is recreational with no hookups and no power available at individual sites. Primitive camping only. (*Further definitions or description will be found in Article IV, Sec. 27.4.3.1 -Conditional Uses*)

Campgrounds (Extensive): a parcel of land intended for the temporary occupancy of tents and recreational vehicles where the primary purpose is recreational with hookups available for recreational vehicles and/or power available at individual sites. Amenities such as bathhouses, pavilions, and playgrounds are allowed. *(Further definitions or description will be found in Article IV, Sec. 27.4.3.1 -Conditional Uses)*

Car Wash: a place or structure having special equipment for washing automobiles and other types of vehicles.

Cemetery: a place dedicated to and used, or intended to be used, for permanent interment of human remains. A cemetery may contain land or earth interments; mausoleum, a vault, crypt interments; a columbarium or other structure or place used or intended to be used for the inurnment of cremated human remains; or any combination of one or more of such structures or places.

Chicken Houses: Otherwise known as poultry farming or a facility where fowl are kept for their eggs and/or meat for commercial purposes. Includes chickens, turkey, geese, and ducks.

Community Education: public, parochial, and private kindergartens, primary and secondary schools, colleges, junior colleges, technical education centers, and universities. Day care centers, and other activities attendant to scholastic endeavors shall be considered separate activity types, not to be included within the scope of this definition.

Construction Services (Limited): office and administrative operations associated with construction activities which can include the storage of a maximum of three construction-type pieces of equipment that weigh 25,000 lbs. or less and that are not licensed for road travel. All storage of on-site construction materials and parts for equipment repair shall be indoors or screened.

Construction Services (Extensive): office and administrative operations associated with construction activities which can include the indoor and outdoor storage of materials and equipment used to conduct the business.

Cottage Industry: activities primarily carried on remotely with the space occupied by the commercial operation limited to a private office or workshop, and with no retail space or other space which is open to the public, and which is operated as an accessory land use to a residential land use, and that is carried on in such a way that the primary use of the property remains residential. This activity also includes DoorDash, Uber, Lyft, or other similar services.

Crops: raising and or sale of trees, vines, field, forage or other plant crops for commercial purposes, intended to provide food or fiber.

Day Care: a facility for the regular care, supervision, or guidance of children, senior citizens, or adults with disabilities, which is subject to registration or licensing by the Georgia Department of Public Health.

Essential Infrastructure Services: facilities that provide power, communication equipment installations and exchanges, natural gas substations, electric substations, and post offices.

Essential Public Health and Safety Services: facilities which provide public health protection and emergency services such as law enforcement stations, fire stations, ambulance substations, and emergency first aid stations.

Flea Market: commercial outdoor activity where two or more persons offer personal property for sale or exchange involving a series of sales sufficient in number, scope, and character to constitute a regular course of business. Such activities that take place in a fully enclosed building shall be treated in this Ordinance as a General Retail use. This activity does not include sidewalk sales by retail centers or individual retail operations, sales conducted by nonprofit organizations, farmers' markets, or residential yard sales. This activity is sometimes referred to as "swap meet," "open air market," "weekend mini

market,” or other similar terms. (Additional descriptions and definitions may be found in *Article IV, Sec. 27.4.3.1 – Activities requiring Conditional Use Approval.*)

Food Services (Limited): restaurants, caterers or other establishments not otherwise specifically listed in another principal activity where prepared food or beverages are sold for take-out, home or function delivery, or on-site consumption in a single building which does not exceed 8,000 square feet in size. A drive-through operation is considered accessory to the performance of the activity. Only entertainment activities whose total gross square footage does not exceed the square footage of the principal activity are allowed.

Food Services (Extensive): restaurants, caterers or other establishments not otherwise specifically listed in another principal activity where prepared food or beverages are sold for take-out, home or function delivery, or on-site consumption in a single or multiple buildings which exceed 8,000 square feet in size. A drive-through operation is considered accessory to the performance of the activity. Entertainment activities are allowed.

Funeral Services and Attendant Facilities: an establishment with facilities for the preparation of the dead for burial or cremation, for the viewing of the body, and/or for funeral services.

Game Processing: are facilities that process, package, store or otherwise handle game meat for human consumption.

General Retail (Limited): wholesale or retail sale or rental of goods (not otherwise specifically listed in another principal activity) wherein the goods are offered at one location, in a single or multiple buildings, which, in the aggregate, do not exceed 5,000 square feet in size. None of the merchandise may be stored or displayed outside of the building(s).

General Retail (Intermediate): wholesale or retail sale or rental of goods (not otherwise specifically listed in another principal activity) wherein the goods are offered at one location, in a single or multiple buildings, which, in the aggregate, are between 5,000 and 25,000 square feet in size. None of the merchandise may be stored or displayed outside of the building(s).

General Retail (Extensive): wholesale or retail sale or rental of goods (not otherwise specifically listed in another principal activity) wherein the goods are offered at one location, in a single or multiple buildings, which, in the aggregate, are 25,000 square feet or greater in size. Outdoor storage and/or display of merchandise is allowed.

Golf Courses: land designed and intended for use as a golf course as well as the support activities such as a pro shop, food service, group assembly (for less than 500 participants), maintenance sheds, daylight driving range, and cart storage. Any other activity shall be considered separate activity types and must meet the requirements of the appropriate category.

Group Assembly (Limited): provision of cultural, entertainment, educational, recreational, religious, and athletic services to assembled groups of spectators or participants smaller than 350 in number. This activity includes, but is not limited to, clubs, lodges, amphitheaters, wedding venues, and meeting halls. *(Additional descriptions and definitions may be Article IV, Sec. 27.4.3.1 – Activities requiring Conditional Use Approval.)*

Group Assembly (Intermediate): provision of cultural, entertainment, educational, recreational, religious, and athletic services to assembled groups of spectators or participants numbering 350 to 1,500. This activity includes, but is not limited to, clubs, lodges, amphitheaters, wedding venues, and meeting halls. *(Additional descriptions and definitions may be Article IV, Sec. 27.4.3.1 – Activities requiring Conditional Use Approval.)*

Group Assembly (Extensive): provision of cultural, entertainment, educational, recreational, religious, and athletic services to assembled groups of spectators or participants greater than 1,500 in number. This activity includes, but is not limited to, clubs, lodges,

amphitheaters, wedding venues, and meeting halls. *(Additional descriptions and definitions may be found in Article IV, Sec. 27.4.3.1 – Activities requiring Conditional Use Approval.)*

Gun Range (Indoor): an indoor building designed and used for the discharge of various types of firearms and/or archery for commercial purposes. The indoor range shall have sound proofed exterior walls to absorb and block sound.

Gun/Skeet Range (Outdoor): activities designed for the purpose of providing a place for the discharge of various types of firearms for commercial purposes. *(Additional descriptions and definitions may be found in Article IV, Sec. 27.4.3.1 – Activities requiring Conditional Use Approval.)*

Hazardous Materials Production/Storage, Handling and Distribution: any activity involving the storage, processing, manufacture, repackaging, or distribution of hazardous materials as defined in *(Heavy Industrial Activity - See Sec.27-8.1.4 - Special Land Use Approval)*

Hospitals: institutions providing health services and/or medical or surgical care to persons, primarily inpatients, suffering from illness, disease, injury, deformity, and/or other abnormal physical or mental conditions. Related facilities such as laboratories, outpatient facilities, or training facilities may be included as accessory activities.

Hotel and Motel: an establishment that provides lodging for a fee to transient residents, including extended stay facilities, and may include such amenities as exercise rooms, conference rooms, exhibition halls, meeting rooms, restaurants, and similar facilities as accessory uses. This shall not include, short-term rentals, small lodging, and campgrounds.

Manufacturing (Light Assembly, Limited): final assembly, packaging, incidental storage, sale and distribution of small products from a number of purchased components. Assembly is limited to manual assembly of components. All portions of the activity must be within an enclosed building no larger than 7,500 square feet. *(Light Industrial Activity)*

Manufacturing (Light Assembly, Extensive): final assembly, packaging, incidental storage, sale and distribution of small products from a number of purchased components. Assembly is limited to manual assembly of components using light tools. All portions of the activity must be within an enclosed building 7,500 square feet or larger. *(Light Industrial Activity)*

Manufacturing (Limited): manufacturing, compounding, processing, assembling, packaging, treatment, fabrication, or storage of products and services associated with the following and similar activities: apparel accessories such as hats, jewelry, umbrellas, footwear, and garments; art objects; bakery goods; beverage bottling plants; dairy products; instruments for medical, dental, engineering, scientific, or like purposes; optical instruments and lenses; major mail processing centers; motion picture production lots; printed matter; research science; signs; and activities and operations which include the following, among others: book binding; engraving; precision machining of dies, jigs, and fixtures; record pressing; and upholstering. In addition to the type of manufacturing processes and materials allowed, this activity must be contained in buildings whose total size is no more than 200,000 square feet. *(Light Industrial Activity)*

Manufacturing (Extensive): manufacturing activity not included within Limited Manufacturing which is conducted within an enclosed space except for the following or similar activities: arsenals, explosives and fireworks plants; chemical manufacturing in excess of one ton per day; offal processing; paper mill; petroleum refining; pulp mill and manufacturing; and waste disposal by incineration or other means.

In addition to the type of manufacturing processes and materials allowed, this activity occurs in buildings whose total size is larger than 200,000 square feet but no more than 500,000 square feet. *(Heavy Industrial Activity - See Sec.27-8.1.4 - Special Land Use Approval)*

Manufactured Home Sales: the wholesale or retail sale of manufactured homes.

Medical & Related Services: include the therapeutic, preventative, or corrective personal treatment of people normally performed by physicians, dentists, chiropractors, acupuncturist, or other similar practitioners, as well as medical testing and analysis services. This activity does include a public health clinic but would exclude any facilities providing inpatient care.

Micro-Brewery/Distillery: a place where beer is made and sold on tap. Distillery is a place where distilled spirits are made and or sold as tastings. Food can also be sold at the location. Cannot exceed 8,000 sq ft. Only entertainment activities that are a minor accessory to the principal activity are allowed. *(Additional descriptions and definitions may be found in Sec. 27.4.3.1 – Activities requiring Conditional Use Approval.)*

Mini-Parks: recreational areas with no more than playground equipment and picnic facilities.

Mini-Storage Facilities: warehousing and/or storage wherein the storage capacity of individual units is less than 1,000 square feet of floor area and individual units are locked during the term of a rental agreement.

Multifamily Development: three or more dwelling units in a single structure. (Additional descriptions and requirements can be found in Chapter 26, Article XXI- Multifamily Housing)

Multifamily Single Duplex: a dwelling that has been divided into two separate units for two different families or groups of people. (Additional descriptions and requirements can be found in *(Chapter 26, Article XXI- Multifamily Housing)*

Nursing Homes (Limited): a system of housing or a residential facility that provides assistance with non-medical aspects of daily activities in an atmosphere of separate private living for seniors. Twenty-four-hour supervision is provided and is designed for seniors who need some level of support for daily living. Personal care services include, but are not limited to, meals, housekeeping, transportation, laundry, grooming, medication management and other functions of daily living.

Nursing Homes (Extensive): a public or private residential facility providing a high level of long-term personal or nursing care for persons who are unable to care for themselves properly. Services can include nursing care, twenty-four-hour supervisions, three meals a day, assistance with everyday activities, rehabilitation services (physical, occupational, and speech).

Outdoor Storage: keeping of any goods, material, supplies, merchandise, or items for repair in the same outdoor location for more than 48 hours.

Personal Services (Limited): services including barbering, beauty care, massage therapy, the repair of personal apparel and similar items, and other comparable activities in a single building which does not exceed 7,500 square feet in size with no outdoor storage.

Personal Services (Extensive): including barbering, laundromats, beauty care, exercise, dry cleaning, the repair of personal apparel and similar items, and other comparable activities, in a single building exceeding 7,500 square feet or with outdoor storage or both.

Pet Breeding Services: person, establishment, partnership, corporation, or other legal entity that keeps or harbors domestic animals for stud for which a fee is charged and/or for breeding purposes for which a fee is charged for the offspring. Activities under this category shall not include livestock and other farm animals used in customary and normal agricultural husbandry practices or a veterinarian office maintained by a licensed veterinarian.

Plant Nurseries (Limited): Retail sales that include the cultivation of horticultural specialties such as flowers, shrubs, trees, and bushes intended for ornamental or landscaping purposes.

Plant Nurseries (Extensive): Wholesale and retail activities that include the cultivation, for sale, of horticultural specialties such as flowers, shrubs, trees, and bushes intended for ornamental or landscaping purposes.

Professional Services: administrative, professional, or clerical activities performed by recognized professionals, including but not limited to, lawyers, architects, engineers, CPAs, private instructors with less than 30 students at one time, and real estate brokers. Activity is performed in a standalone structure.

Race Track: means a use of land for the purposes of operating a motorcycle, all-terrain vehicle, automobile, or similar motorized vehicle over a permanent constructed track or course or where the continuous use of the land creates a track, trail, or course. *(Additional descriptions and definitions may be found in Article IV, Sec. 27.4.3.1 – Activities requiring Conditional Use Approval.)*

Repair and Maintenance Services (Limited): on site repair of appliances, furniture, electronics, and small engines; furniture refinishing and welding shops (excluding fabrication) with no outdoor activity or storage. Does not include automobile, vehicle, or craft repair.

Repair and Maintenance Services (Extensive): on site repair of appliances, furniture, electronics, and small engines; furniture refinishing and welding shops (excluding fabrication) where any activity and/or storage occurs outside. Does not include automobile, vehicle, or craft repair.

Residential Business: a retail operation performed wholly within the principal residence or within an accessory structure, with retail space that is open to the public.

Salvage Yard (Indoor): the dismantling or wrecking of used automobiles, vehicles, crafts and trailers, or the storage, sale, or dumping of dismantled or wrecked vehicles or their parts which occurs within a totally enclosed structure. This activity may also include other salvage materials like major household appliances but does not include Scrap Metal Processing. – *(Additional descriptions and definitions found in Article IV, Sec. 27.4.3.1 – Activities requiring Conditional Use Approval.)*

Salvage Yard (Outdoor): the dismantling or wrecking of used automobiles, vehicles, crafts and trailers, or the storage, or sale of dismantled or wrecked vehicles or their parts which does not occur entirely within an enclosed structure. This activity may also include other salvage materials like major household appliances, but does not include Scrap Metal Processing. The presence on any parcel of land of five or more motor vehicles or bulk of five or more vehicles, which for a period exceeding 30 days have not been capable of operating under their own power and/or from which parts have been or are to be removed for reuse or sale, shall constitute prima-facie evidence of a salvage yard. This activity may also refer to as a junk yard. *(Heavy Industrial Activity - See Sec.27-8.1.4 - Special Land Use Approval)*

Sawmill (Limited): a sawmill that is used for cutting (milling) lumber for personal and/or commercial use. The use should not exceed part-time operations or 35 hours a week.

Sawmill (Extensive): a sawmill that is used for cutting (milling) lumber for personal and/or commercial use. This is a full-time operation. *(Additional descriptions and definitions found in Article IV, Sec. 27.4.3.1 – Activities requiring Conditional Use Approval.)*

Scrap Metal Processing: the reclamation of scrap metal for delivery to steel mills, foundries, exporters, or other entities for re-melting, reusing, recycling, or other uses. It is operated from a fixed location utilizing heavy machinery such as cranes, balers, grinders, and shearers for processing and manufacturing iron, steel, or non-ferrous metallic scrap. *(Heavy Industrial Activity - See Sec.27-8.1.4 - Special Land Use Approval)*

Short Term Rental: dwelling or any part thereof that is offered for rent for periods of 30 days or less. *(See Lumpkin County Code of Ordinances Chapter 12, Business Regulations and Licensing)*

Single Family Residential: dwelling units regulated by the *International Residential Code for One- and Two- family Dwellings* and located in a single structure.

Small Lodging: standalone or adjoined sleeping unit(s) used to provide short-term accommodations to lodgers in 25 or fewer units in total with no full kitchens. This activity does not include campground activities.

Telecommunication Towers: a structure designed to support antennas for telecommunications and broadcasting and may include television, cellular phone, or wireless internet or radio signals. *(Additional descriptions and definitions may be found in Lumpkin County Code of Ordinance -Chapter 51, Telecommunications)*

Towing and Impoundment Lot: the temporary storage (30 days or less) of automobiles, vehicles, crafts and trailers, as part of a towing or repossession activity, including parking and dispatch of tow truck or wrecker equipment. This activity does not include the repair or sale of vehicles and/or their parts.

Trade Enterprises: services such as HVAC repair, plumbing, pest control, landscaping services, and electrical repair where the service is typically provided at a home or business. All on-site storage of items for parts or repair can be inside or outside.

Transportation Services: parking lots and administrative offices that support taxi services, non-emergency medical transport services, charter bus services, limousine services, and similar services.

Vehicle Parking (Limited): surface and subsurface facilities which provide automotive, vehicular, and craft parking.

Vehicle Parking (Extensive): facilities that are more than one level above the ground, which provide automotive, vehicular, and craft parking.

Vehicle Repair (Limited): minor repair and maintenance of engines, transmissions, etc., and accessory installation for no more than four automobiles, vehicles, or crafts at a time. This does not include trucks over one ton or heavy equipment. Services must be performed in a fully enclosed service bay. Minor repair and maintenance can include but are not limited to brakes, oil changes, lubrication, transmission, engine, belts, hoses, inspections, and tire mounting and installation.

Vehicle Repair (Extensive): major repair and tune-up of engines, transmissions, etc., painting, body work, and major accessory installation for automobiles, vehicles, and crafts. No more than five unlicensed automobiles, vehicles, or crafts may be on the property and must be screened from all property lines. All other vehicles must have a current license plate registered to the vehicle. Major repair includes but is not limited to collision repair, other body work, painting services, tire recapping, any service that would otherwise be considered minor automobile services, but are not performed in fully enclosed service bay(s) with operable door(s).

Vehicle Sales (Limited): wholesale or retail sale or rental of automobiles, recreational vehicles, crafts, and related equipment such as trailers, with incidental maintenance and no more than six vehicles for sale or rent on-site at the same time. This does not include trucks over one ton or heavy equipment. Any vehicles not ready for sale can be kept on the property but must be totally screened from all property lines.

Vehicle Sales (Extensive): wholesale or retail sale or rental of vehicles, crafts, and related equipment with incidental maintenance. Any vehicles not ready for sale can be kept on the property but must be totally screened.

Vehicle Servicing: sale of goods and the provision of services which are generally required in the operation and maintenance of automobiles, vehicles, and crafts, including but not

limited to the sale and dispensing of petroleum products; the sale of tires, batteries, and automotive accessories; the replacement of small items; and lubricating services.

Veterinarian Services: are used for the medical treatment of domestic house pets and other animals, allowing for their overnight treatment and/or observation. Outdoor kennels and cages are not permitted.

Warehousing and Distribution (Limited): operation of warehousing and storage, freight handling, shipping services and/or a building or area in which freight brought by truck or rail spur is assembled and/or stored for routing or reshipment, or in which semi-trailers, including tractor and/or trailer units and other trucks, are parked or stored, where the total storage area is 10,000 square feet or less.

Warehousing and Distribution (Extensive): operation of warehousing and storage, freight handling, shipping services and/or a building or area in which freight brought by truck or rail spur is assembled and/or stored for routing or reshipment, or in which semi-trailers, including tractor and/or trailer units and other trucks, are parked or stored, where the total storage area exceeds 10,000 square feet.

Sec. 27-2.1.3 Accessory activities.

Each principal activity as defined in Sec. 27-2.1.2 above shall be deemed to include accessory activities customarily associated with and subordinate to the principal activity when located on the same lot and when meeting the further conditions set forth in Sec. 27-2.1.4 – 27-2.1.9 below. Such accessory activities shall be controlled in the same manner as its associated principal activity except as otherwise provided in this Ordinance.

Sec. 27-2.1.4 General requirements.

1. Accessory activities shall be controlled in the same manner as its associated principal activity except listed below or as otherwise provided in this Ordinance.
2. All structures associated solely with any accessory use shall not exceed 50 percent of the square footage of the principle use structures, except as specifically exempted. This limitation shall not apply to Agricultural uses in the Agricultural Preservation Character Area.
3. If no other setback is specified, all structures associated with any accessory use must be located a minimum of five feet from all property lines, except as specifically exempted.
4. If size or scale of an accessory use relative to the primary use changes such that the accessory use more reasonably functions as a primary use, the Planning Department shall reclassify the accessory use as the primary use, and use of the property shall be required to meet the appropriate restrictions and development standards for the newly designated primary use or a variance from such requirements must be approved.
5. Fences and walls may be located within setback and buffer areas and along property lines.
6. All other residential accessory activities, other than fences and walls, must be located at least five feet from any adjoining property lines and beyond any front setbacks.

Sec. 27-2.1.5 Home occupations.

Any non-residential activity that meets the following home occupation criteria shall be considered as only a residential accessory use. Any activity that cannot meet the criteria for a home occupation will be reviewed for permitting as its own activity at that location.

Sec. 27-2.1.6 Definition.

Except as otherwise provided below, a home occupation is an accessory activity of a nonresidential nature which is performed within a dwelling unit, or within an accessory structure to a residence. A home occupation shall not include the manufacture, cleaning, or repair of transportation related equipment or animal impoundment activities (kennels) which shall be subject to different performance standards contained in this chapter.

Sec. 27-2.1.7 Home occupation requirements.

No equipment or process shall be used in a home occupation which creates noise, vibration, glare, fumes, odors, or electrical interference detectable to the normal senses off the lot. There shall be no alteration of the residential character of the building and/or premises other than a sign of no more than two square feet.

- A. **Residential business.** A residential business must be performed wholly within a principal residence or within an accessory structure that meets the performance standards within the chapter and must comply with the following requirements:
1. Safe ingress and egress shall be provided to the property;
 2. Adequate off-street parking to the side or rear of the principal residence outside of required setbacks, or a minimum of 25 feet from any property line if no setback is required;
 3. Any accessory structure used for a residential business must be outside the minimum setbacks; or a minimum of 25 feet from any property line if no setback is required;
 4. Any materials, equipment, or business vehicles to be stored or parked on the premises shall be kept in a well maintained paved or graveled area; materials and equipment storage shall be screened from the ROW and adjacent residential use protected property lines.
 5. All retail uses as a residential business, shall maintain an opaque buffer and a setback of 25 feet from all property lines.
 6. A residential use may not occupy more than 25 percent of the total floor area of a dwelling unit and in no event occupy more than 750 square feet of floor area (except home occupancy day care).

B. Cottage industry.

A cottage industry is an accessory use to a residential use. All structures must comply with the setback and buffer requirements for residential use. Cottage industry activities are limited to a private office or workshop. These activities may not be open to the public for retail or onsite services.

Sec. 27-2.1.8 Permitted uses by development category.

The principal activities described in *Sec. 27-2.1.2, Description of Principal Activities*, of this Ordinance are allowed to locate in the Development Categories established in *Sec. 27-1.3.4*, only if they meet all of the other provisions of this Ordinance.

All principal activities are subject to the following provisions:

- A. *Article II- Chapter 2, General Requirements.*
- B. *Sec. 27-2.2.3 Chart of Performance Standards.*

- C. *Sec. 27-2.2.7, Application of Regulations*, may prohibit an activity from locating in a particular Development Category.
- D. Gateway Corridor Overlay District regulations found in *Sec. 27-3.1.10*.
- E. Conditional Use regulations found in *Article IV*.
- F. Special Land Use requirements found in *Article VI*.

CHAPTER 2. General Requirements.

Sec. 27-2.2.1 Road classifications and access.

All roads on the Character Area Maps shall be designated as one of the following classifications as shown on the Road Classification Maps. The columnar chart which follows in *Sec. 27- 2.2.3* identifies the type of road required to provide access to each activity and its associated performance standards.

Arterial Roads (A): Arterial Roads are state and certain county-maintained roads of regional importance throughout the county which are expected to carry high traffic volumes. Arterial Roads provide the main travel corridors within the county and can offer access to neighboring counties. In an effort to maintain Lumpkin County's unique character and quality of life, the main commercial development effort is supported within the designated General Development Character Areas.

Collector Roads (C): Collector Roads are County maintained and used for moving traffic from Local Roads to Arterial Roads. Collector Roads are primarily contained solely within the County boundaries and support residential activity that meet the performance standards within this chapter. Collector Roads shall have limited commercial opportunity within designated restricted development categories based on direct Collector Road frontage and meet the performance standards laid out in this chapter.

Local Roads: (L) Local Roads are County or privately maintained and generally provide access to confined geographic areas throughout the county and generally connect to Collector and Arterial Roads.

***Internal roads to commercial developments do not have to meet the road classification standards.**

Sec. 27-2.2.2 Road classification modification

1. Whenever new roads are constructed within the planning area of Lumpkin County, these roads shall be classified by the County Engineer according to the criteria specified within this section. The Planning Director, upon the approval and confirmation of the classification by the County Engineer, shall cause the same to be placed upon the Road Classification Map.
2. Existing county roads requested to be elevated in classification shall be verified by a registered professional engineer to meet the criteria of this chapter. The Planning Director, upon the approval and confirmation of this verification by the County Engineer, shall cause the same to be revised upon the Road Classification Map.
3. Road Classification Criteria.
 - A. Meet the road classification definition.
 - B. Engineering Requirements:

Road Type	ROW (ft)	Lane Width (ft)	Design Speed (mph)	Stopping Sight Dist. (ft)	Intersection Sight Dist. (ft)
Arterial	80 min.	12	60	495	530
Collector	60 min.	10	50	425	480

Sec. 27-2.2.3 Chart of performance standards.

Activities are permitted or prohibited on property, based on the development category to which the property has been assigned and, further, based on the road classification to which the property is adjacent as shown in Table 1, below. An activity is permitted only where a diamond appears in the "Road Classification" column corresponding to the activity for the relevant (Restrictive ("R") or General ("G")) development category. For properties with more than one adjacent right of way, access to the development will only be allowed from the ROW meeting the Performance Standard Requirements for the proposed use. The road classification column designations are A=arterial, C=collector, L=local. Similarly, minimum lot size, buffers, setbacks and screening requirements are based on the proposed use in the relevant development category.

All activities listed in the performance standards chart except Single Family Residences, Home Occupations, and Short-Term Rentals are classified as commercial uses.

****** All commercial activities in both development categories shall also meet the requirements in Ch. 26.***

Table 1: Performance Standards Chart.

Road Classification			ACTIVITIES		ACRES	BUFFER (ft.)	SETBACKS (ft) from		SCREENING (ft)	
A	C	L					Adjoining Property	Road R. O.W.	Total	Partial
◆	◆	◆	Addiction Treatment Facility (Limited)	R	1	50	50	30		
◆	◆	◆		G	1	50	50	30		
◆	◆		Addiction Treatment Facility (Extensive)	R	10	200	200	50	200	250
◆	◆			G	5	100	100	50	100	150
◆	◆		Animal Facility (Limited)	R	1	30	50	30	50	100
◆	◆	◆		G	1	30	50	30		
◆	◆		Animal Facility (Extensive)	R	10	100	200/500*	50	200/500*	225/750*
◆	◆			G	3	50	50	30		
			* Applies to outdoor activities.							
◆	◆	◆	Animal Operations	R	3	100*	150*	50	50*	250*
◆	◆	◆		G	3	100*	150*	50	50*	250*
			*Buffer, setbacks, and screening apply to buildings only.							
◆	◆	◆	Archery Range	R	5	100	100	50	100	150
◆	◆	◆		G	2	50	50	50	50	100
			*Does not apply to personal firearms use with family or friends.							
◆#	◆#		Asphalt Batch Plant	R						
				G	20	100	200	70	200	250
			# (Heavy Industrial Activity - See Sec.27-8.1.4 – Requires Special Land Use Approval)							
◆	◆	◆	Broadcast Studio or Radio (Limited)	R	1	20	30	30/50		
◆	◆	◆		G	1	20	30	30/50		
			**30 ft in platted subdivisions and 50 ft for all other lots.							
◆	◆		Broadcast Studio or Radio (Extensive)	R						
				G	2	50	50	50	50	100
◆	◆		Business Services	R	5	50	100	50	100	75
◆	◆	◆		G	2		20	30		
◆#	◆#		Bulk Storage of Fuel or Liquid Asphalt and Distribution (Limited)	R	3	175	300	50	300	400
◆#	◆#			G	3	175	300	50	300	400
			# (Additional descriptions and definitions may be found in Article IV, Sec. 27-4.1.1 – Activities requiring Conditional Use Approval.)							
			Bulk Storage of Fuel or Liquid Asphalt and Distribution (Extensive)	R						
◆#	◆#			G	10	100	500	100	100	300
			# (Heavy Industrial Activity - See Sec.27-8.1.4 – Requires Special Land Use Approval)							

Attachment: LAND_USE Revisions 4.19.22 (2022 - 20 : Revisions to Chapter 27 Land Use Code)

Road Classification			ACTIVITIES		ACRES	BUFFER (ft)	SETBACKS (ft) from		SCREENING (ft)	
							Adjoining Property	Road R.O.W.	Total	Partial
A	C	L								
◆	◆	◆	Call Center	R	2	50	50	30	50	100
◆	◆	◆		G	1			30		
◆#	◆#	◆#	Campgrounds (Limited)	R	10	100	200	100	200	250
◆#	◆#	◆#		G	5	50	100	50	100	150
			# (Further definitions or description will be found in Article IV, Sec. 27-4.2.1 -Conditional Uses)							
◆#	◆#	◆	Campgrounds (Extensive)	R	30	300	300	300	300	400
◆#	◆#	◆		G	20	200	200	100	200	300
			# (Further definitions or description will be found in Article IV, Sec. 27-4.2.1 -Conditional Uses). RVs are not allowed to be used as a permanent residence in Lumpkin County.							
◆	◆	◆	Car Wash	R						
◆	◆	◆		G	1	20	30	30		
◆	◆	◆	Cemeteries	R	2	10	10	50	10	40
◆	◆	◆		G	2			50		
◆	◆	◆	Chicken Houses*	R	15		200	100		
◆	◆	◆		G						
			*For up to four poultry houses. Acreage and setbacks double for over four chicken houses.							
◆	◆	◆	Community Education	R	10	75	100	50	100	200
◆	◆	◆		G	2		50	30		
◆	◆	◆	Construction Services (Limited)	R	1	50	100	50	100	150
◆	◆	◆		G	1		50	30		
◆	◆	◆	Construction Services (Extensive)	R	4	75	100	40	100	200
◆	◆	◆		G	2		50	30		
◆	◆	◆	Cottage Industry	R	1		20	30		
◆	◆	◆		G	1		20	30		
◆	◆	◆	Crops	R	1		50*	30*		
◆	◆	◆		G	1			30*		
			*Setbacks apply to buildings only.							
◆	◆	◆	Day Care	R	5	75	100	40	100	200
◆	◆	◆		G	2		50	30		
◆	◆	◆	Essential Infrastructure Services	R	3	50	75	30	75	100
◆	◆	◆		G	1	30	30	30	30	50
◆	◆	◆	Essential Public Health and Safety Services	R	2	75	100	40	100	200
◆	◆	◆		G	2		50	30		
◆#	◆#	◆	Flea Market	R	3	100	150	50	150	250
◆#	◆#	◆		G	1		30	30	30	50
			# (Additional descriptions and definitions may be found in Article IV, Sec. 27.4.3.1 – Activities requiring Conditional Use Approval.)							

Road Classification			ACTIVITIES		ACRES	BUFFER (ft)	SETBACKS (ft) from		SCREENING (ft)	
							Adjoining Property	Road R. O. W.	Total	Partial
A	C	L								
◆	◆		Food Services (Limited)	R	3	50	50	50	50	100
◆	◆			G	1	2	30	30		
◆	◆		Food Services (Extensive)	R	5	125	175	60	175	250
◆	◆			G	1			30		
◆	◆		Funeral Services*	R	3	50	75	30	75	150
◆	◆			G	1		50	30		
			*Crematories not allowed next to residential uses.							
◆	◆	◆	Game Processing	R	1		50	50	50	150
◆	◆	◆		G	1		50	50	50	150
◆	◆		General Retail (Limited)	R	3	50	50	50		
◆	◆			G	1		50	30		
◆	◆		General Retail (Intermediate)	R	3	50	75	30	75	100
◆	◆			G	2	50	75	30		
			General Retail (Extensive)	R						
◆	◆			G	5	50	100	30		
◆	◆	◆*	Golf Courses	R	100	200	300*	50*		
◆	◆	◆		G	50	100	150	30		
			* Setback applies to buildings only. *Only in residential subdivisions.							
◆#	◆#	◆#	Group Assembly (Limited)	R	5	200	300	100	300	350
◆#	◆#	◆#		G	5	100	150	50	150	200
			# (Additional descriptions and definitions may be Article IV, Sec. 27-4.5.1 – Activities requiring Conditional Use Approval.)							
◆#	◆#		Group Assembly (Intermediate)	R	10	400	400	150	400	500
◆#	◆#			G	5	300	300	50	300	250
			# (Additional descriptions and definitions may be Article IV, Sec. 27-4.5.1 – Activities requiring Conditional Use Approval.)							
◆#	◆#		Group Assembly (Extensive)	R	20	600	600	200	600	700
◆#	◆#			G	10	500	500	50	500	600
			# (Additional descriptions and definitions may be Article IV, Sec. 27.4.5.1 – Activities requiring Conditional Use Approval.)							
◆	◆	◆	Gun Range Indoor	R	3	100	100	50	100	150
◆	◆	◆		G	1	50	30	50		
◆#	◆#		Gun/Skeet Range Outdoor*	R	10	200	200	100	200	300
◆#	◆#			G	10	200	200	100	200	300
			(Additional descriptions and definitions may be found in Article IV, Sec. 27-4.4.1 – Activities requiring Conditional Use Approval.) *Does not apply to personal firearms use with family or friends.							

Road Classification			ACTIVITIES		ACRES	BUFFER (ft)	SETBACKS (ft) from		SCREENING (ft)	
							Adjoining Property	Road R. O. W.	Total	Partial
A	C	L								
◆# ◆#			Hazardous Materials Production/Storage Handling and Distribution	R						
			G	50	100	100	100	100		
			# (Heavy Industrial Activity - See Sec.27-8.1.4 – Requires Special Land Use Approval)							
◆			Hospitals	R						
				G	1	100		50		
◆ ◆			Hotel & Motel	R						
				G	3	100	100	50	100	150
◆	◆	◆	Manufacturing (Light Assembly Limited)	R	3	100	100	50	100	150
◆	◆	◆		G	3	100	100	50	100	150
◆	◆	◆	Manufacturing (Light Assembly Extensive)	R	5	50	50	50	50	100
◆	◆			G	2	50	50	50		
◆ ◆			Manufacturing (Limited)*	R						
				G	10		100	100		
			*Does not apply to local roads in designated industrial parks.							
◆# ◆#			Manufacturing (Extensive)	R						
				G	100	2000	2500	2000	2500	3000
			# (Heavy Industrial Activity - See Sec.27-8.1.4 - Requires Special Land Use Approval)							
◆ ◆			Manufactured Home Sales	R						
				G	30	100	100	50	100	50
◆ ◆			Medical & Related Services	R						
				G	1		20	100		
◆	◆	◆	Micro- Brewery/Distillery	R	5	100	150	50	150	250
◆	◆			G	1		20	30		
◆	◆	◆	Mini Parks	R*	3	75	100	50	100	150
◆	◆	◆		G	1		20	100		
			*Unless it is in a planned subdivision.							
◆	◆	◆	Mini-Storage Facilities	R	10	100	200	100	200	300
◆	◆			G	5	50	50	50	100	200

Road Classification			ACTIVITIES		ACRES	BUFFER (ft)	SETBACKS (ft) from		SCREENING (ft)	
							Adjoining Property	Road R. O. W.	Total	Partial
A	C	L								
◆	◆	◆	Multi-Family Development*	R	15	200	250	250	250	300
◆	◆	◆		G	4	25	50	50	50	75
			*See Ch. 26 Sec. 604 for further requirements.							
◆	◆	◆	Multi-Family Single Duplex*	R	1.5	75	100	100	100	150
◆	◆	◆		G	1.5	50	50	50	50	75
			* See Ch. 26 Sec. 604 for further requirements.							
◆	◆		Nursing Home (Limited)	R	10	100	150	50	150	200
◆	◆			G	3	50	50	50	50	100
◆	◆		Nursing Home (Extensive)	R	15	100	100	50	100	200
◆	◆			G	5	50	50	50		50
◆	◆		Outdoor Storage	R	10	100	200	50	200	250
◆	◆	◆		G	5	100	100	50	100	150
◆	◆	◆	Personal Services (Limited)	R	1	20	20	30		
◆	◆	◆		G	1	30	30	30		
◆	◆		Personal Services (Extensive)	R	2	50	75	40	75	150
◆	◆			G	1			30		
◆	◆	◆	Pet Breeding Services	R	1	20*	20	30	20	30
◆	◆	◆		G	1	20*	20	50	20	30
			* Buffers apply to any outdoor activities							
◆	◆	◆	Plant Nurseries (Limited)	R	2	30	50	50		
◆	◆	◆		G	1	50	50	50		
◆	◆		Professional Services	R	2	25	50	50	50	100
◆	◆	◆		G	1		20	30		
◆#	◆#		Race Track	R	100	100	300	50	300	400
◆#	◆#			G	50	100	200	50	200	300
			# (Additional descriptions and definitions may be found in Article IV, Sec. 27-4.6.1 – Activities requiring Conditional Use Approval.)							
◆	◆	◆	Repair and Maintenance Services (Limited)	R	1	50	50	50	50	100
◆	◆	◆		G	1	50	50	30		
			Repair and Maintenance Services (Extensive)	R						
◆	◆			G	2	50	100	50	50	100
◆	◆	◆	Residential Business	R	1		20	30/50**		
◆	◆	◆		G	1		20	30/50**		
			**30 ft in platted subdivisions and 50 ft for all other lots.							

Road Classification			ACTIVITIES		ACRES	BUFFER (ft)	SETBACKS (ft) from		SCREENING (ft)	
							Adjoining Property	Road R. O. W.	Total	Partial
A	C	L								
◆#	◆#		Salvage Yard (Indoor)	R	3	50	100	50	100	125
◆#	◆#			G	1		30	30		
			(Heavy Industrial Activity - Additional descriptions and definitions found in Article IV, Sec. 27-4.7.1– Activities requiring Conditional Use Approval.)							
◆#	◆#		Salvage Yard (Outdoor)	R						
				G	10	100	150	50	100	200
			(Heavy Industrial Activity - See Sec.27-8.1.4 – Requires Special Land Use Approval)							
◆	◆	◆	Sawmill (Limited)	R	1	50	50	50	50	75
◆	◆	◆		G	1	50	50	50	50	75
◆#	◆#		Sawmill (Extensive)	R	15	300	500	150	500	600
◆#	◆#	◆#		G	10	300	300	100	300	400
			(Additional descriptions and definitions found in Article IV, Sec. 27-4.8.1 – Activities requiring Conditional Use Approval)							
◆#	◆#		Scrap Metal Processing*	R						
				G	5	100	150	50	100	200
			(Heavy Industrial Activity - See Sec.27-8.1.4 – Requires Special Land Use Approval)							
◆	◆	◆	Short Term Rental*	R	1		20	50		
◆	◆	◆		G	1		20	50		
			* Additional standards are found in chapter 12-Art. IV.							
◆	◆	◆	Single Family Residential* (mobile homes and industrialized buildings included)	R	1		20	30/50**		
◆	◆	◆		G	1		20	30/50**		
			*Agricultural Preservation only- If the development is greater than three lots, must be three acres or more. *Greenspace and mixed-use subdivisions shall require a minimum overall residential density of one acre per residential unit. ** 30 ft in platted subdivisions and 50 ft for all other lots.							
◆	◆	◆	Small Lodging*	R	10	100	150	100	150	200
◆	◆	◆		G	2	50	50	30		
			*This activity is not allowed in Platted Subdivisions.							
◆	◆	◆	Telecommunication Towers*	R	1	200	200	100		
◆	◆	◆		G	1	200	200	100		
			*Additional standards found in Ch. 51- Telecommunications.							
◆	◆		Towing & Impoundment Lot	R	4	100	100	100	100	150
◆	◆			G	2	50	100	100	100	150

Road Classification			ACTIVITIES		ACRES	BUFFER (ft)	SETBACKS (ft) from		SCREENING (ft)	
							Adjoining Property	Road R. O. W.	Total	Partial
A	C	L								
◆	◆	◆	Trade Enterprises*	R	1	50	50	50	50	100
◆	◆	◆		G	1	50	50	50		
			*All outdoor storage must be fully screened by an opaque fence.							
			Transportation Services*	R						
				G	2	50	100	50	100	150
			*Exception to acreage and setbacks requirements if located in a planned development							
◆	◆		Vehicle Parking (Limited)	R						
				G	1			50		
◆	◆		Vehicle Parking (Extensive)	R						
				G	1		100	50		
◆	◆	◆	Vehicle Repair (Limited)	R	3	50	100	50	50	100
◆	◆	◆		G	1	25	50	50	25	50
◆	◆		Vehicle Repair (Extensive)	R						
				G	3	50	100	30	50	100
◆	◆		Vehicle Sales (Limited)	R						
				G	3	50	50	50	50	100
◆	◆		Vehicle Sales (Extensive)	R						
				G	5	50	100	50	100	150
◆	◆		Vehicle Servicing	R						
				G	1		50	30		
◆	◆		Veterinarian Services	R	2	50	75	50	75	100
◆	◆	◆		G	1		50	30		
◆			Warehousing & Distribution (Limited)	R	5	50	100	50	100	150
◆	◆			G	3	50	50	50		
◆	◆		Warehousing & Distribution (Extensive)	R						
				G	5	100	100	50		

Sec. 27-2.2.4 Buffers.

No activity is permitted in a buffer other than necessary utility functions such as transmission lines, underground conduits, underground stormwater management devices, unfenced dry detention ponds that have designed as part of the landscaping of the buffer area, etc. A single driveway access may encroach upon this buffer when that driveway location is the only possible point of access for the parcel. This area is described by a linear measurement from the property line inward and will vary

depending on the nature of an activity and its location. The Chart of Performance Standards in Sec. 27-2.2.3, Table 1., lists the required buffers.

Sec. 27-2.2.5 Setbacks.

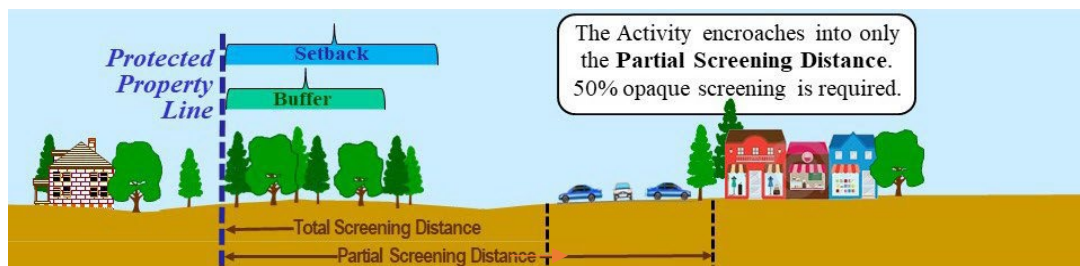
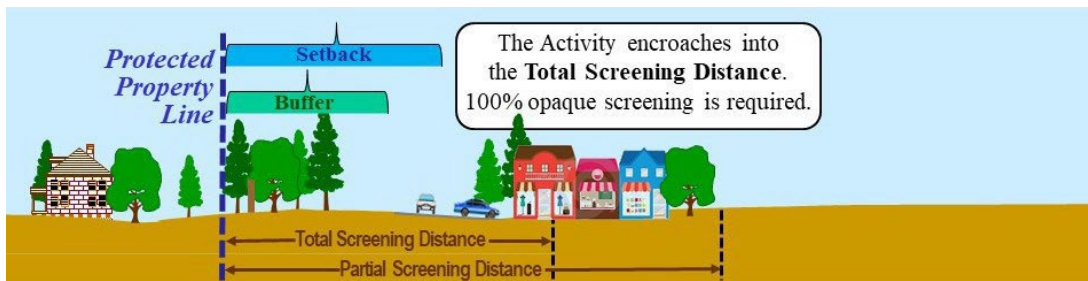
Setbacks delineate certain open spaces on lots. These spaces are linear distances measured from property lines inward. Buildings, other principal structures, or areas comprising the principal activity of the lot may not encroach within the setback area. A setback may accept an accessory activity such as parking, unless superseded by a buffer. Accessory buildings to residential activities must maintain a minimum 5-foot setback from adjoining property lines. Mechanical equipment, or other necessary utilities attached to a principal structure, shall not be allowed in the setback area. The Chart of Performance Standards in Sec. 27-2.2.3, lists two types of setbacks based on the type of activity and location. They are measured either from a road right-of-way or an adjoining property line.

Sec. 27-2.2.6 Screening.

Screening consists of natural vegetation, landscaped vegetation (including planted berms), walls, or fences designed to lessen the visual interaction between adjacent activities or accessories thereto. Vegetation used for screening must be evergreen, drought-tolerant, insect and disease resistant, and appropriate for the area. Screening may be required with no buffer involved, or in combination with a buffer. The height of the screening shall be sufficient to screen the view of the activity for which the screening is required from the protected property. The two types of screening listed in the Chart of Performance Standards in Sec. 27-2.2.3, are total and partial, and are measured in linear feet. If the activity occurs within the designated distance of the protected property line, then that type screening is required. Total screening is defined as being visually opaque. Partial screening is defined as being approximately 50 percent visually opaque, and should include the protection of naturally vegetated areas.

All partial screening requirements must be met using vegetation unless there is a geographic reason that such screening is impossible to achieve. The use of fencing, walls, or berms may be considered for larger areas that require total screening, however, in those situations, vegetation must be used for at least 50% of the screening requirement and placed on the side of the fence, wall, or berm that faces the protected property. In all cases, the materials, type, and plant materials used for screening must be approved by the Planning Director. When fences and/or walls are utilized, the finished side must face the protected property and any vegetation used must be placed on the outside of the fence or wall.

Required plantings for total screening must be a minimum of 6-feet in height at planting and installed in at least two staggered rows. Required plantings to supplement natural vegetation for partial screening must be a minimum of four to five feet in height at planting and may be installed in a single row. The spacing of the plantings will vary depending on the plant species/variety, planting conditions, required opacity, and size of plants at installation. All vegetation installed to meet applicable screening requirements must supply the necessary screening within three growing seasons following installation.



Sec. 27-2.2.7 Application of performance standards.

The columnar chart above lists the performance standards defined in this chapter as they apply to the list of Principal Activities. The procedure for determining the performance standards that will apply to a particular project or site shall be as outlined in the following sections.

Sec. 27-2.2.8 Definitions.

1. Protected Property: This is property which is protected from the impacts of land uses on surrounding properties by means of specified performance standards contained in this Ordinance.
2. Protected Property Line: This is a character area boundary line or a property line or a portion thereof from which, across which, or at which performance standards contained in this Ordinance are measured. Some of the protected property lines for a particular project, especially if it is an intense activity, may include more than just those adjacent property lines. They could be located across adjacent property or road rights-of-way but close enough to be included in the distance and screening standards as well as those for sound, light, and glare.
3. Protected Residential Use: This is the use of lots approved for development or a residential use in existence or permitted for construction before the adoption of this ordinance.
4. Abandoned Residential Structure: This is a residential structure which is derelict or uninhabitable for a continuous period of 12 months or greater shall not be considered a protected use. An uninhabited residence shall not in and of itself constitute abandonment.

Sec. 27-2.2.9 Options for determining performance standards.

A request for a land use permit which utilizes the performance standards as published shall be approved with respect to the requirements of this Chapter. A request for a land use permit which proposes to utilize performance standards less than the numbers listed must employ one of the following two procedures. More than one option may be used on a project site, but options shall not overlap the same Protected Property Line.

1. **Property Owner Consent Agreement:** If the owner of any protected property consents to the employment of a performance standard other than as required in this Chapter, such consent shall be noted on a form provided by Lumpkin County. This consent shall become valid only upon verification by the Planning Director and attachment to the applicable land use permit. Such a consent agreement shall not be allowed to apply to any Conditional Use activity in *Article IV*, any Special Land Use Approvals in *Article VI*, Sound Amplifying Equipment or Dark Sky Friendly Lighting standards. A consent agreement shall be allowed to remove a restriction that makes an activity a legal nonconformity as described in *Article IX* if it is not a Conditional Use or Special Land Use Approval.
2. **Planning Commission Variance Request:** If a consent agreement pursuant to subparagraph 1, above, is not able to be obtained, the applicant may apply to the Planning Commission for a decision following the variance procedures outlined in *Chapter 2 of Article VIII*, Procedures and Permits. Once the Planning Commission renders a decision, the applicant may not utilize the process outlined in the previous paragraph unless significant aspects of the permit request have been modified or the ownership of the protected property has changed.

Sec. 27-2.2.10 General rules.

1. The restrictive (R) requirements in the Chart apply to Protected Property Lines within a Restrictive Development Category or those which serve as the boundary between a Restrictive Development and General Development Category, the City of Dahlonega within Lumpkin County, or an adjacent county.
2. The general (G) requirements in the Chart apply to Protected Property Lines within a General Development Category or those which serve as a boundary between the City of Dahlonega, or an adjacent county.
3. For property lines which serve as the boundary between a Restrictive Development Category and a General Development Category, the restrictive (R) requirements shall apply for the protection of property on the Restrictive Development Category side of the boundary relative to land uses on the General Development Category side of the boundary. Similarly, the general (G) requirements shall apply for the protection of property on the General Development Category side of the boundary relative to land uses on the Restrictive Development Category side of the boundary.
4. When an activity is located on a parcel which is separated from surrounding Protected Property by existing road rights-of-way, by utility rights-of-way, by water bodies, or by other parcels, then the performance standards applicable to that activity shall be measured across such separation from the Protected Property Lines.

Sec. 27-2.2.11 Chart of performance standards.

In all Character Areas, all permitted activities shall comply with the additional Performance Standards contained in *Sections 27-2.2.12 -14* in this Article. For activities particularly associated with anticipated higher degrees of sound and light, the land use application and site plan submittal shall address the proposed method(s) of compliance with the standards for sound amplification and light.

Sec. 27-2.2.12 Sound amplifying equipment and light.

In case of conflict between the performance standards set forth herein and other requirements of this Chapter or regulations adopted by any other governmental agencies, the more restrictive shall apply.

For the purpose of determining the applicability of the provisions of *Chap. 34, Use of Sound Amplification*, and 27-2.2.13, *Light and Glare*, only, an adjacent residential use is a protected use if the residential use is within 250 feet of the property line.

Sec. 27-2.2.13 Light and glare.

1. Definitions.

Foot Candle: a unit of illumination, constituting the illumination at all points one foot distant from a uniform point source of one candlepower.

Glare: the disturbing quality of direct illumination which, although not necessarily providing a measurable amount of light from a given vantage point, causes intense light that reduces visibility and causes discomfort when viewed.

2. Limitation of Illumination.

In all Character Areas, any operation or activity producing light from a non-mobile source, such as spotlights, shall not cause illumination in excess of ½-foot candle when measured in a Restrictive Development Category or across the protected property line of a protected residential use. Cars, trucks, and other vehicles traveling on highways, etc., are exempt.

3. Limitation of Glare.

- a. In all Character Areas, any activity producing glare from a non-mobile source shall be constructed so that glare is not directed into a Restrictive Development character area, across the protected property line of an adjacent protected residential use, or into travel lanes of public roads. Pole mounted lighting fixtures must be located such that the direction of the light is inward away from the property lines and away from the travel lanes of adjacent roads. When needed, fixtures must be shielded to mitigate the effects of glare.
- b. Lights underneath vehicle canopies shall also be installed in flush-mounted recessed fixtures so that glare is not directed into a Restrictive Development Category, across the protected property line of an adjacent protected residential use, or into travel lanes of public roads.

Sec. 27-2.2.14 Dark sky friendly lighting.

1. Purpose and Intent. The purpose of this section is to regulate outdoor night-time lighting fixtures Dark Sky Friendly Compliant in order to preserve, protect and enhance Lumpkin County's dark sky while conserving energy, permitting reasonable and safe use of outdoor night-time lighting, minimizing glare and obtrusive light, and helping to protect the natural environment from the damaging effects of night lighting.

This section seeks to eliminate lighting that shines upwards rather than in the direction needed. The benefits of such lighting are an increased number of stars visible at night, reduced effects of electric lighting on the natural environment, and a reduction in energy usage. To maximize these benefits lighting shall:

- a. Only be on when needed
 - b. Only light the area that needs it
 - c. Be no brighter than necessary
 - d. Minimize blue light emissions
 - e. Be fully shielded (pointing downward)
- 2. Applicability. All outdoor lighting fixtures (luminaries) shall be installed in conformance with this section.
 - a. Maximum Wattage and Shielding. All lighting installations shall be designed and installed to be fully shielded (full cutoff), except as in exemptions below, and shall have:
 - I. a maximum lamp wattage of 250 watts for commercial lighting
 - II. 100 watts incandescent
 - III. 26 watts compact fluorescent for residential lighting. In residential areas, light shall be shielded such that the lamp itself or the light trespassing is not directly visible outside the property perimeter.
- 3. Exempt Lighting. The following are exempt from the requirements of this section:
 - A. Outdoor lighting fixtures existing or legally installed prior May 1, 2022. However, when existing lighting fixtures become unrepairable or are replaced, their replacements must comply with all the provisions of this section.
 - B. Lighting for stairs, ramps, exit signs and other illumination required by building code.
 - C. Holiday and temporary lighting.
 - D. Emergency lighting used by law enforcement, firefighters or medical personnel.

Sec. 27-2.2.15 – 2.2.25 Reserved.

ARTICLE III - General Development Categories (GD)

The development standards associated with the General Development category shall be in addition to the underlying performance standards and their requirements which have been established under other Articles of this Ordinance. Where the performance standards conflict with those of the underlying character areas, the more restrictive controls shall apply.

Chapter 1. General Development Categories. (GD)

Sec. 27-3.1.1 Industrial.

Industrial land uses are important to the community, but they often have potential significant negative impacts neighboring properties and could be potentially dangerous to health, safety or general welfare located near residential development. The industrial character area is intended to address these negative impacts and land use conflicts. All industrial character areas are located within designated industrial development parks. All development within Industrial Parks shall also comply with the development standards of the industrial development park in which they are located.

- 1. In addition to the land development requirements of the relevant industrial park, all development in the industrial character area shall comply with the following requirements:

- A. All uses shall maintain at least a 6-foot-tall visual buffer between the use and all other adjacent developments.
- B. Special land use approval. Due to the likelihood of potential conflicts of land uses in this character area, the Planning Department will determine if a special land use approval (SLUA) is required for light industrial uses not listed on the Performance Standards Chart. Any heavy industrial use not listed on the Performance Standards Chart, may require a special land use approval (SLUA). Upon reviewing a proposed industrial use, the Planning Department shall make a determination if a use fits within the heavy industrial use category and provide a recommendation to the County Manager who will make the final decision if a SLUA is required.

Sec. 27-3.1.2 Neighborhood Village Center.

- 1. Village and corridor character areas are intended to be areas of focused development of varying commercial intensity. No setbacks or buffers shall be required between adjacent commercial activities, though other performance standards for specific activities shall still apply.
- 2. All development in this character area shall meet the following requirements, unless a stricter standard is required elsewhere.
 - A. Except between adjacent commercial activities, if specific setbacks or buffers are not listed for a use, the minimum buffer requirement shall be 50 feet.
 - B. All lighting shall meet the following requirements:
 - I. Dark Sky compliant lighting shall be established so that adjacent properties and roads are not adversely affected and no direct light is cast upon them.
 - II. Lighting shall be provided in all parking areas utilizing decorative light poles and fixtures.
 - III. Lighting shall be not be more than 35 feet in height.
 - IV. Light fixtures shall be hooded, except for pedestrian light fixtures less than 14 feet in height.
 - V. The following lighting is prohibited:
 - a. Permanent mounted exterior neon lights.
 - b. Laser sourced lights for outdoor advertising or entertainment.
- 6. A five-foot front landscape strip is required.
- 7. Parking lot and loading area landscaping is required for any parking lot accommodating more than 20 vehicles.
- 8. Adequate circulation and parking shall be provided, and all parking shall be located to the side or rear of the building when possible.
- 9. Sidewalks or pedestrian walkways and linkages shall be provided from the parking areas to building entrances or public pedestrian areas and between buildings.
- 10. Inter-parcel access and shared parking facilities shall be considered whenever possible.
- 11. Alternative paving surfaces may be considered to reflect the rural character of these areas.

12. General architectural requirements. Groups of buildings on the same parcel (or neighboring adjacent parcels) may be reviewed and permitted as a single project rather than individual buildings. Grouping of similar buildings is encouraged to minimize the number of reviews required and to allow for originality, coordination and design flexibility.
13. Historic elements or natural features on the property should be maintained and continued as much as possible.
14. A building entrance must be oriented towards the public right-of-way or an interior courtyard.

Sec. 27-3.1.3 Community Village Center.

1. Village and corridor character areas are intended to be areas of focused development of varying intensity.
2. All development in this character area shall meet the following requirements, unless a stricter standard is required elsewhere.
 - A. All lighting shall meet the following requirements:
 - I. All lighting shall be Dark Sky Compliant.
 - II. Lighting shall be established so that adjacent properties and roads are not adversely affected and no direct light is cast upon them.
 - III. Lighting shall be provided in all parking areas utilizing decorative light poles and fixtures.
 - IV. Lighting shall be not be more than 50 feet in height.
 - V. The following lighting is prohibited:
 - a. Permanent mounted exterior neon lights.
 - b. Laser sourced lights for outdoor advertising or entertainment.
3. Community village centers are intended to be developed as planned commercial centers or other coordinated development that incorporate a higher level of design and land use integration. Strip commercial patterns are not allowed. When designed as a master planned development, the integration of residential and commercial uses within the same structure or site is allowed.
4. A 15-foot landscape strip shall be required along the front of the development.
5. Parking lot and loading area landscaping is required for any parking lot accommodating more than ten vehicles.
9. No long-term outside storage of any vehicles or automobile is allowed. Only vehicles awaiting repairs or other services may be parked on the property longer than 48 hours.
7. Outdoor storage shall be fully shielded from public view by a fully opaque fence at least six feet high and located in the rear and side yard.
8. Process or equipment employed by any use shall not interfere with adjacent uses through the creation or dispersal of objectionable odor, dust, glare, smoke, vapors, light, noise, vibration, or any other emanation for the property.

9. Outdoor dining is permitted as long as it does not inhibit pedestrian circulation. A minimum of five feet of sidewalk or pedestrian path width must be retained. Other dining areas may be provided as long as they do not inhibit pedestrian circulation
10. Roof mounted mechanical, HVAC, solar panels, and like systems shall be screened from public street view (within 100 feet).
11. All one-story buildings less than 10,000 square feet must have a pitched roof (between 3:12 and 12:12) as much as possible. If a pitched roof is not possible, a combination of a flat roof and pitched roof is required.
12. All principal buildings shall present a front facade and entranceway to the public right-of-way.
13. All garage bay doors shall be oriented away from the public right-of-way to either the side or rear of the building, or landscaped buffer to screen the view from other properties or the public right-of-way shall be provided.
14. Adequate circulation and parking shall be provided on site as specified in the parking and loading provisions of this chapter. Parking shall be located to the side or rear of the building when possible.
15. Clear and direct pedestrian linkages shall be provided from the parking area to building entrances or public pedestrian plazas and areas.
16. Internal linkages and inter-parcel vehicular access between properties shall be provided.
17. Shared parking facilities as outlined in the parking and loading provisions of this chapter are encouraged.

Sec. 27-3.1.4 Commerce Corridor.

1. Corridor character areas are intended to be areas of focused development of varying intensity.
2. All development in this character area shall meet the following requirements, unless a stricter standard is required elsewhere.
 - A. All lighting shall meet the following requirements:
 - I. All lighting shall be Dark Sky Compliant.
 - II. Lighting shall be established so that adjacent properties and roads are not adversely affected and no direct light is cast upon them.
 - III. Lighting shall be provided in all parking areas utilizing decorative light poles and fixtures.
 - IV. Lighting shall be not be more than 50 feet in height.
 - V. Light fixtures shall be hooded, except for pedestrian light fixtures less than 14 feet in height.
 - VI. The following lighting is prohibited:
 - a. Permanent mounted exterior neon lights.
 - b. Laser sourced lights for outdoor advertising or entertainment.
3. Whenever possible, uses within this corridor be developed as master planned developments such as business and industrial parks that coordinate overall site design and planning to minimize

negative impacts and promote efficiencies of adjacent uses. Such master planned development shall meet the following minimum development standards:

- A. Building materials and colors shall be harmonious and compatible with colors of other buildings within the development.
- B. Buildings located on out-parcels shall be constructed of the same primary building materials as the principal building with which they are associated.
- 4. Service functions (e.g., deliveries, maintenance activities, etc.) shall be integrated into the circulation patterns in a manner that minimizes conflicts with vehicles and pedestrians.
- 5. Access for service vehicles, trash collection and storage areas shall be located away from pedestrian areas on a portion of the site not readily visible from the traveled way, and located at least 100 feet from any property line adjacent to a residential use.
- 6. A 15-foot front landscape strip is required along the right-of-way.
- 7. Parking lot and loading area landscaping is required for any parking lot accommodating more than ten vehicles.

Sec. 27-3.1.5 Gateway Corridor.

- 1. Corridor character areas are intended to be areas of focused development of varying intensity. Within the gateway corridor character area, no buffers shall be required between adjacent commercial activities, though other performance standards for specific activities shall still apply.
- 2. All development in this character area shall meet the following requirements, unless a stricter standard is required elsewhere.
 - A. All lighting shall meet the following requirements:
 - I. All lighting shall be Dark Sky Compliant.
 - II. Lighting shall be established so that adjacent properties and roads are not adversely affected and no direct light is cast upon them.
 - III. Lighting shall be provided in all parking areas utilizing decorative light poles and fixtures.
 - IV. Lighting shall be not be more than 50 feet in height.
 - V. Light fixtures shall be hooded, except for pedestrian light fixtures less than 14 feet in height.
 - VI. The following lighting is prohibited:
 - a. Permanent mounted exterior neon lights.
 - b. Laser sourced lights for outdoor advertising or entertainment.
- 3. Whenever possible, uses within this corridor be developed as master planned developments such as business and industrial parks that coordinate overall site design and planning to minimize negative impacts and promote efficiencies of adjacent uses. Such master planned development shall meet the following minimum development standards:
 - A. The building design and landscaping of any new development shall be of a high quality and of an appearance that will enhance and be compatible with the intent of this character area.
 - B. Site design shall incorporate existing topography and natural character into the overall design of the project, minimizing cut and fill opportunities.
 - C. The creation of public plazas, courtyards, and public assembly areas scaled appropriately to the size and location of the project are encouraged.

- D. The height and length of retaining wall shall be minimized and screened with appropriate landscaping.
- E. Smooth faced concrete retaining walls are prohibited—walls visible from the roadway shall be faced with brick, stone, modular block, or other architectural treatment.
- F. Terracing and multi-tiered walls should be considered as an alternative to the use of tall or prominent retaining walls, particularly in highly visible areas on hillsides.
- G. Roof mounted or ground mounted mechanical, HVAC, solar panels, and like systems shall be screened from public street view (within 100 feet).
- H. Building colors and materials shall be harmonious and compatible with colors of other buildings within the corridor.
- I. Accessory structures, buildings located on out-parcels, and other structures located on the property shall be constructed of the same primary building materials as allowed for principal buildings with which they are associated.
- J. All sides of a building that are visible from a road shall be finished with a primary building material (i.e., brick, stone, textured block, natural wood, wood shakes and/or cement based artificial wood siding, split-face aggregate block or cut aggregate block, high grade stucco and exterior finished insulated system (ERIS) siding). Metal siding is prohibited.
- K. All one-story buildings less than 10,000 square feet must have a pitched roof (between 3:12 and 12:12) as much as possible. If a pitched roof is not possible, a combination of a flat roof and pitched roof is required.
- L. All principal building must present a front facade and building entrance to the public right-of-way.
- M. All garage bay doors shall be oriented away from the public right-of-way to either the side or rear of the building, or landscaped to screen the view from other properties or the public right-of-way.
- N. Outside storage areas shall be subject to the following requirements:
 - I. All outside storage and the parking of vehicles waiting to be serviced or repaired shall be located to the rear or side of the building, kept inside an enclosed building or otherwise fully shielded from public view by a fully opaque fence at least six feet high or landscaping.
 - II. All vehicles awaiting repairs must be currently licensed by individuals other than the owner of the property of the business.
- O. Land uses, process, or equipment employed shall not interfere with neighboring land uses by producing objectionable odor, dust, glare, smoke, noise, vibration, or other impacts.
- P. Outdoor dining is permitted as long as it does not inhibit pedestrian circulation. A minimum of five feet of sidewalk or pedestrian path width must be retained. Other dining areas may be provided as long as they do not inhibit pedestrian circulation.
- Q. New development and the expansion or redevelopment of any existing use will require the provision of inter-parcel access as described in described in the parking and loading requirements of chapter 26 of this Code.
- R. For any office or retail sales or service use, the property owner shall grant an access easement to each adjoining property that is located within the corridor.
- S. Parking shall be located to the side or rear of buildings whenever possible.
- T. Sidewalks or pedestrian pathways are required to provide linkages to individual buildings, neighboring properties and parking. Where pedestrian circulation crosses vehicular routes,

change in grade, materials textures or color shall be provided to emphasize the conflict point and improve its visibility and safety. Brick pavers and other special paving materials and overhead features are encouraged to distinguish pedestrian walkway surface and areas.

- U. Internal linkages and access shall be integrated into the total project design, including the development of public plazas, courtyards and public assembly areas scaled appropriately to the size and location of the project.
- V. A 30-foot landscape strip shall be required along the right-of-way.

Secs. 27-3.1.6—3.1.9 Reserved.

Sec. 27-3.1.10 Gateway Corridor Overlay District.

- (1) There is hereby established a Gateway Corridor Overlay District within the Gateway Corridor Character Area. This area is depicted as the Gateway Corridor Overlay District on the Character Area Map.
- (2) The Gateway Corridor Overlay District is intended to be areas of focused development that promote the community vision and aesthetics described in the Lumpkin County Comprehensive Plan. These areas are the primary thoroughfare through the county and the entryway into its urban core. As such, the natural views and aesthetic character of the area must be protected from encroachment and degradation by unplanned and incompatible development. In addition, development along these areas cannot be allowed to negatively impact the free and safe flow of traffic through this area. Therefore, all new building, development, or any land disturbing activity in this area shall need to meet additional site design and development requirements, and such developments must be approved through a design review process as described in this section to ensure that it does not diminish this critical community resource.
- (3) All new development in the Gateway Corridor Overlay District shall comply with the requirements of the Gateway Corridor Overlay District Design Guidelines, including any subsequent updates that have been adopted by the Lumpkin County Board of Commissioners, which are hereinafter referred to as the "Design Guidelines." That document, along with any updates, is hereby incorporated into this section, and its provisions shall be enforceable as if they were written herein.
- (4) All development, whether or not a master plan is required, within the Gateway Corridor Overlay District shall meet the following requirements, unless a stricter standard is required elsewhere in this Code of ordinances or by the Design Guidelines where those are applicable.
 - (a) Land uses, process, or equipment employed shall not interfere with neighboring land uses by producing odor, dust, glare, smoke, noise, vibration of an objectionable level.
 - (b) Metal exterior wall cladding panels are the only permitted metal that may be used as an exterior wall material (excluding architectural accents). Corrugated metal, residential-grade aluminum siding, shipping containers, and pre-engineered metal buildings are prohibited.
 - (c) Temporary buildings are prohibited, except those placed onsite for a construction or development project provided they do not remain onsite once the project is complete.
 - (d) No building shall exceed three stories in height, except where any additional height is offset by the ground level of the building being located sufficiently below the road grade of the highway to sufficiently diminish the visual impact of the building from the right-of-way, or the architectural massing of the building is designed to sufficiently reduce the visual impact of the structure.
 - (e) Buildings shall be oriented towards the internal access roads.
 - (f) Large Parking lots shall not be located between the buildings and state highways. A maximum

two rows of parking and access isle may be located between the building and state highways for the length of the building.

- (g) Storm water detention facilities should be located so as to limit their visibility, and, as much as practical, they should be integrated into the landscape.
- (h) All utilities shall be installed underground.
- (i) All developments with outdoor lighting shall submit an outdoor lighting plan to the Planning Department.
 - 1. Outdoor lighting shall be established so that adjacent properties and roadways are not adversely affected and no direct light is cast upon them unless the lighting is specifically intended to illuminate pedestrian paths or other means of inter-parcel connectivity. It shall be designed to provide adequate illumination, but light shall not be excessive so as to cause light pollution, create a negative visual impact, or safety concerns.
 - 2. The specific standards for outdoor lighting plan are contained in the Guidelines for Good Exterior Lighting Plans, developed by the International Dark-Sky Association, and which is contained within the Gateway Corridor Overlay District Design Guidelines.
 - 3. The following lighting is prohibited:
 - a. Permanent mounted exterior neon lights.
 - b. Laser sourced lights for outdoor advertising or entertainment.
- (j) In addition to the regulations contained in *Chapter 46* of this Code regulating local signs, the following shall apply to all signs located in the Gateway Corridor Overlay District.
 - 1. The location of all signage shall be limited to monument signs located at the entrance to a property or to the sides of buildings. This shall not apply to directional or way-finding signs.
 - 2. No signs shall be visible above the tree line, and are not to exceed the maximum allowable height allowed under the sign ordinance.
 - 3. Signs may be externally or internally illuminated.
 - 4. If a sign is externally illuminated, only indirect lighting is permitted, and down-lit is preferred in order to limit light pollution.
 - 5. All sign illumination shall be kept to a minimum light level to make the sign readable while limiting light pollution.
- (k) No graded slope may be steeper than 3:1 horizontal to vertical. Any slope steeper will require a retaining wall. Retaining walls shall meet the following minimum requirements, though alternative designs may be approved if they adequately address the negative aesthetic impacts of the wall:
 - 1. The height and length of retaining wall shall be minimized and screened with appropriate landscaping.
 - 2. Concrete or block retaining walls with smooth face are prohibited. Walls visible from the roadway shall be faced with brick, stone, or other architectural treatment.
 - 3. Terracing and multi-tiered walls should be considered as an alternative to the use of tall or prominent retaining walls, particularly in highly visible areas on hillsides.
 - 4. Retaining walls shall be located beyond any landscape buffer along any right-of-way.
- (l) Outside storage areas shall be subject to the following requirements:
 - 1. All outside storage of materials not immediately for sale must be shielded from public view. This includes the parking or storing of vehicles waiting to be serviced or repaired. A

- materials shall be located to the rear or side of the building, kept inside an enclosed building or otherwise fully shielded from public view.
2. All vehicles awaiting repairs must be currently licensed by individuals other than the owner of the property of the business.
 3. No junk or scrapped vehicles or other equipment may be stored onsite for a period longer than two weeks.
- (m) Where additional technical standards are needed to effectuate these requirements and the goals of this section, the Planning Department may utilize specific technical requirements based on then existing professional standards and best practices.
- (5) Properties in the Gateway Corridor Overlay District are intended to be developed as master planned developments that coordinate overall site design and planning to minimize negative impacts and promote efficiencies of adjacent uses.
- (a) A detailed site plan shall be required for all master planned development. Master planned developments shall include any development that meets one or more of the following:
1. Disturbs more than two acres; or
 2. Contains buildings on the site that enclose a total of more than 10,000 square feet; or
 3. Contains a building or structure that exceeds two stories in height; or
 4. The development involves grading any existing steep slopes, which is defined as any slope with a 25 percent grade or more, or any slope that the planning director in his or her discretion determines needs a more detailed grading plan; or
 5. The planning director determines that the development is likely to have significant impacts on the community by limiting future development on nearby properties, significantly impacting the aesthetic qualities of the corridor, having significant environmental impacts, or other such impacts.
- (b) Any development that is not classified as a master planned development and is not required to submit a detailed site plan may be exempted from compliance with the Gateway Corridor Overlay District Design Guidelines if it meets the requirements in *Sec. 27-3.1.10*, as well as the following requirements:
1. All buildings and other development must be screened from view from the Highway 400 and Highway 60 rights-of-way with a preserved natural buffer or vegetative plantings intermixing trees with shrubs and other plantings that reasonably mimic the appearance of a natural vegetation.
 2. The development shall maintain a 20-foot buffer from all property lines and a 30-foot landscaped buffer from all rights-of-way unless the Planning Department approves a smaller buffer.
 3. Where adjacent property has made provision for inter-parcel connectivity, or where the adjacent property is potentially developable, the development shall make allowance for connection with that parcel to allow inter-parcel access.
 4. Where additional technical standards are needed to effectuate these requirements and the goals of this section, the Planning Department may utilize specific technical requirements based on then existing professional standards and best practices.
- (c) All master planned developments shall meet the following minimum development standards:

1. Internal linkages and access shall be integrated into the total project design, including the development of public plazas, courtyards and public assembly areas scaled appropriately to the size and location of the project.
2. Where necessary for connectivity, the development must have an access easement or other access rights to guarantee that interconnections shown on the development plan will be available to the development in perpetuity.
3. Sidewalks or pedestrian pathways are required to provide linkages to individual buildings, neighboring properties and parking. Where pedestrian circulation crosses vehicular routes, a change in grade, materials textures or color shall be provided to emphasize the conflict point and improve its visibility and safety. Brick pavers or other special paving materials or overhead features shall be used to distinguish pedestrian walkway surface and areas.
4. Site designs shall incorporate existing topography and natural character into the overall design of the project, minimizing cut and fill opportunities.
5. A minimum of 20 percent of a development shall be maintained as greenspace, which may be landscaped or left undisturbed. Landscaping requirements shall not be counted as greenspace, except where they are part of the required development buffers. Where possible, undisturbed areas should be located adjacent to undisturbed portions of adjacent parcels to provide larger patches of forested areas and connected corridors to enhance the environmental benefits of these areas.
6. As many existing trees should be preserved as possible, particularly any large, rare, or historically significant trees.

Sec. 27-3.1.11 Planned Unit Development Overlay.

- (1) The purpose and intent of the Planned Unit Development Overlay (PUD) is to provide an avenue for approval for developments of extraordinary value to the community that do not necessarily comply with the underlying requirements of the Gateway Corridor Overlay District but which use innovative design practices that satisfy the purposes and goals of the land use regulations in this character area. A PUD approval provides greater latitude for internal site planning considerations and allows greater flexibility in design, design review, and project approval without having to resort to cumbersome and time-consuming variance procedures. Specific building location, height, type, building size, parking, signage and other limits of the underlying Gateway Corridor Overlay District may be waived provided that the spirit and intent of such requirements are satisfied within the overall development plan approved for such project.

The PUD Overlay provides for the mixing of compatible land uses; encourages imaginative and innovative design for the unified development of tracts of land; provides an alternative for more efficient use of land, resulting in smaller networks of utilities and streets, thereby resulting in lower construction and maintenance costs to the public; preserves the natural amenities of the land by encouraging scenic and functional open areas within the development; and promotes land development in proper relation to the surrounding neighborhood.

- (2) The specific site plan requirements and the Gateway Corridor Overlay District Design Guidelines required for the Gateway Corridor Overlay District should be the basis for a site plan submitted for PUD approval. Where a site plan for PUD varies from the requirements of the existing character area, it should be specifically noted in the site plan, and it should include an explanation as to how the impacts of that nonconformance will be mitigated or offset such that the goals for the character area are better achieved under the PUD proposal.

- (3) Pre-application planning committee conference shall be required for all PUD proposals.
 - (a) If after reviewing the design guidelines and other requirements for development in the Gateway Corridor Overlay District, a potential applicant determines that the purposes of their development and goals of the county's land use regulations may be better served by a design that does not conform to the existing requirements, the landowner may begin the PUD review process by scheduling a pre-application meeting with the Planning Department.
 - (b) A pre-application meeting is required before the Planning Department will review an application for a PUD.
 - (c) At the pre-application meeting, the Planning Department staff will discuss the initial project concept with the potential applicant and offer feedback and direction to the potential applicant as appropriate.
 - (d) The intent of this pre-application meeting is to better inform the potential applicant of the process for a PUD approval and create an environment for a more efficient plan review process.
- (4) Preliminary development plan and application.
 - (a) An application for PUD shall be submitted to the Planning Department on a form created for such a purpose by the Planning Department.
 - (b) An application must be accompanied by a preliminary development plan and application. The preliminary development plan must be prepared and sealed by a licensed surveyor, architect, landscape architect, or engineer.
 - (c) The Planning Department will develop and disseminate an official checklist for the general and technical information that must be submitted with an application for PUD.
- (5) An approved development plan shall constitute the land use regulations for the site. The approved development plan and all other information, studies, plats, plans or architectural elevations submitted in the application, or required to be submitted by the Planning Department, at the time of approval by the Board of Commissioners shall establish the standards and minimum requirements for the subject property and shall become the land use regulations that apply to the subject property, regardless of changes in property ownership.

Any additions or changes in the land uses, increases in square footage or density, decreases in lot sizes, changes in the location or dimensions of streets, decreases in dwelling unit floor areas, major alterations in the land use patterns, or any other changes that the planning director determines changes the intent and character of the development from what was approved shall require consideration and approval of the Board of Commissioners in accordance with procedures of this section. Minor changes may be approved by the planning director prior to the issuance of building permits.

Sec. 27-3.1.12 Gateway Corridor Overlay District Application Processes.

- (1) Any proposal within the Gateway Corridor Overlay District will need to comply with Sec. 27-3.1.10 or Sec. 27-3.1.11 of this code of ordinances.
 - (a) If the proposal is a large development, and thus requires the submission of a detailed site plan under the terms of Sec. 27-3.1.10 (5), the submission and review of that site plan shall proceed according to the process described in Sec. 27-3.1.13.

- (b) If the proposal is a small development, and thus does not need to submit a detailed site plan pursuant to *Sec. 27-3.1.10 (5)*, the submission may follow the process for other land use approvals outside of the Gateway Corridor Overlay District as described in *Sec. 27-3.1.11*.
- (c) If a proposal cannot meet the design requirements for development in the Gateway Corridor Overlay District, but it can be demonstrated that the community's purposes and goals for those requirements can be better achieved through innovative design or other practices and that the project will provide extraordinary benefits to the community, an applicant may apply for approval as a Planned Unit Development through the process outlined in *Sec. 27-3.1.11*.
- (2) If an applicant believes that a final determination of the Planning Department was made in error, the applicant may appeal that final determination to the Planning Commission pursuant to *Sec. 27-8.1.10*.
- (3) If a proposal does not meet the requirements of this Code, but the applicant believes that complying with the terms of this Code constitutes an undue hardship such that no significant practical or economic use remains for the property in question, taking into account all of the contiguous property under the owner's control, and that is not of the applicant's creation, the applicant may apply for a variance pursuant to *Sec. 27-8.1.2*.
- (4) If a proposal does not meet the requirements of this Code, but the applicant believes that this is because the property should more appropriately be classified as a different character area, the applicant may apply for a Character Area Map (CAM) Amendment pursuant to *Sec. 27-8.1.3*.
- (5) If under the terms of this section, a proposal requires a special land use approval (SLUA), the applicant must submit an application for a SLUA pursuant to the terms of *Sec. 27-8.1.4*.
- (6) The Planning Department and the Planning Commission may condition approval of an administrative or general variance on the inclusion of additional requirements that will mitigate negative impacts caused by the variance. Such conditions shall be enforceable as requirements of this chapter.
- (7) Appeals of a final decision on administrative or general variance shall follow provisions of *Sec. 27-8.1.10*.

Sec. 27-3.1.13 Gateway Corridor Overlay District Approval Processes.

- (1) Development proposals in the Gateway Corridor Overlay District that require a detailed site plan under the terms of *Sec. 27-3.1.10 (5)*, shall be submitted on forms and in the formats provided by the Planning Department.
- (2) The submission of the detailed site plan shall comply with the following requirements:
 - (a) All information and supplemental materials requested by the forms shall be submitted in a timely manner.
 - (b) The Planning Department shall review the submission for completeness. Incomplete or improper submissions will be returned to the applicant for resubmission.
 - (c) All submissions shall contain the following:
 - 1. A detailed site plan that at a minimum contains:
 - a. Title of the proposed development and the name, address and telephone number of the property owner.

- b. The name, address and telephone number of the architect, engineer or other designer of the proposed development.
 - c. Scale, date, north arrow, and general location map showing relationship of the site to streets or natural landmarks.
 - d. Boundaries of the subject property, all existing and proposed streets, including right-of-way and street pavement widths; buildings; water courses; parking and loading areas; and other physical characteristics of the property and proposed development.
 - e. Building setbacks, buffers, landscape strips, and greenspace areas.
 - f. Elevations, architectural drawings, renderings or concept plans as necessary to describe, depict, and explain proposal's compliance with the design guidelines.
2. Completed design guidelines checklist provided by the Lumpkin County Planning Department.
 3. A written report which explains the type, nature, size, intent and characteristics of the proposed development. At a minimum, the report shall include the following:
 - a. A complete listing of every land use proposed within the development, including total acreage and the amount of acreage devoted to each use. All uses not specifically included in the report or site plan that is ultimately approved are prohibited unless subsequently the application is amended in accordance with applicable procedures.
 - b. Proposed development standards including minimum lot sizes, minimum lot widths, minimum lot frontages, minimum floor areas or residential dwelling unit sizes, maximum number of dwelling units, maximum square footage figures for non-residential developments, minimum yards/building setbacks, landscape strips and buffers, height limitations, restrictive covenants, and any other such applicable standard or requirement. The report should also indicate any proposed exceptions or variations from the size, setback, frontage, density or other standards which are required in other character areas, along with justification for such proposed exceptions or variations.
 - c. Time frame of development and provisions for ownership and management of the development.
 - d. Intended plans for the provision of utilities, including water, sewer and drainage facilities.
 - e. All streets and common open spaces not proposed for dedication to the public shall have the proposed maintenance and ownership agreements explained in detail.
 4. Such additional information that the Planning Department deems necessary for the review of the project. All items required for an initial submission will be described in a checklist developed by the Planning Department, however additional information may be requested by the Planning Department if it is necessary for a satisfactory review.
- (3) The Planning Department or Planning Commission as appropriate under *Sec. 27-3.1.10*, may approve a site plan in the Gateway Corridor Overlay District based upon the following:

- (a) The proposed plan furthers the policies and intent of the adopted comprehensive plan and other relevant master plans; and
 - (b) The proposed plan is consistent with the requirements of the Gateway Corridor Overlay District as designated; and
 - (c) The proposed plan meets with the intent and all requirements of the design guidelines including coordination of overall site design and planning to minimize negative impacts and promote efficiencies of adjacent uses and protection of the county's natural views and aesthetic qualities; or
 - (d) The applicant has received any necessary variance(s) to specific requirements or provisions pursuant to *Sec. 27-8.1.2*.
 - (e) Appeals of a final decision on Gateway Corridor site plan approvals shall follow provisions of *Sec. 27-8.1.10*.
- (4) An application for a PUD shall be on forms provided by the Planning Department and shall comply with the following requirements:
- (a) All information and supplemental materials requested by the forms shall be submitted in a timely manner.
 - (b) The Planning Department shall review the application for completeness. Incomplete or improper applications will be returned to the applicant for resubmission.
 - (c) An application for a PUD shall contain the following:
 1. Elevations, drawings, or concept plans as necessary to describe, depict, and explain the proposal's compliance with the design guidelines, and
 2. Completed design guidelines checklist provided by the Lumpkin County Planning Department, and
 3. Information and materials as required for detailed site plan in *Sec. 27-3.1.13*.
 4. Such additional information that the Planning Department deems necessary for the review of the project. All items required for an initial submission will be described in a checklist developed by the Planning Department, however additional information may be requested by the Planning Department if it is necessary for a satisfactory review.
- (5) Once a completed application is received, the application will be presented to the Planning Commission at the next scheduled Planning Commission meeting that has been properly advertised pursuant to the terms *Sec. 27-8.1.5*.
- (6) The recommendation of the Planning Commission shall be provided to the Board of Commissioners, which shall then consider the application at its next regularly scheduled and properly advertised public meeting pursuant to the terms *Sec. 27-8.1*.
- (7) The Planning Department, the Planning Commission, and the Board of Commissioners shall apply the following standards governing PUD designations:
- (a) Whether the proposed plan furthers the policies and intent of the adopted comprehensive plan and the Gateway Corridor CAM, and other relevant master plans; and
 - (b) Whether the proposed plan offers extraordinary value to the community and uses innovative design practices that meet or exceed the standards and goals of the design guidelines; and

- (c) Whether the proposed plan:
 - 1. Provides for the mixing of compatible land uses;
 - 2. Encourages imaginative and innovative design for the unified development of tracts of land;
 - 3. Provides an alternative for more efficient use of land, resulting in smaller networks of utilities and streets, thereby resulting in lower construction and maintenance costs to the public;
 - 4. Preserves the natural amenities of the land by encouraging scenic and functional open areas within the development; and
 - 5. Promotes land development in proper relation to the surrounding neighborhood.
- (d) Whether the proposed plan mitigates or offsets nonconformance of the requirements of the existing character area, such that the goals for the character area are better achieved under the PUD proposal; and
- (e) Whether the proposed plan meets with the intent of the Gateway Corridor Design Guidelines including coordination of overall site design and planning to minimize negative impacts and promote efficiencies of adjacent uses and protection of the county's natural views and aesthetic qualities
- (f) Appeals of a final decision on PUD designation shall follow provisions of Sec. 27-8.1.10.

Secs. 27-3.1.14—27-3.1.20 Reserved.

ARTICLE IV - ACTIVITIES requiring CONDITIONAL USE APPROVAL

Conditional Uses are those activities that have unique requirements not covered in the Performance Standards charts. The standards/requirements found in this Article shall be in addition to the standards established under other Articles of this Ordinance. Where Conditional Use standards/requirements conflict with those found in other Articles of this Ordinance, the more restrictive provisions shall apply. Variances shall not be allowed to the standards/requirements of the conditional uses in Article IV.

Chapter 1. Bulk Storage of Fuel or Liquid Asphalt and Distribution (Limited).

Sec. 27-4.1.1 Definition.

Bulk Storage of Fuel or Liquid Asphalt and Distribution (Limited): Fuel and liquid asphalt facilities with a combined capacity of less than 100,000 gallons involved in the manufacture of or the receiving of liquids, gases, or solids by truck, tank vessel, pipelines, tank car, or tank vehicle, and storing, processing, or blending them in bulk for the purpose of distributing such liquids, gases, or solids by truck, tank vessel, pipeline, tank car, tank vehicle, portable tank, or container. It is not intended to include retail gasoline stations, convenience stores selling gasoline, retail sales of fuel products, or businesses who, due to operational requirements, store fuel products for internal use.

Sec. 27-4.1.2 Standards/Requirements.

- 1. The use shall have a minimum of 3 acres in general development. Principal access will be along a Collector or Arterial Road in general development only. The acreage requirement cannot be

considered for a variance from the Planning Commission.

2. No operation shall be allowed between the hours of 8:00 p.m. and 7:00 a.m. during the months of November, December, January, February, and March. No operation shall be allowed between the hours of 9:00 p.m. and 6:00 a.m. during the months of April, May, June, July, August, September and October. No operation shall be permitted on Sundays, Thanksgiving Day, and Christmas Day. These restrictions shall not apply to non-routine maintenance and may be varied with approval from the Planning Department for special projects, including Department of Transportation projects and large commercial projects
3. All mixing shall be done in a sealed process.
4. Outdoor Storage must be fully screened.
5. Access to any Bulk Storage and distribution Facility for Fuel Products or Liquid Asphalt Distribution Terminal shall be controlled through the use of a 6-foot security fences.
6. All structures and appurtenances shall be located and constructed to provide adequate safeguards and not constitute a hazard to adjoining and nearby uses and the general public.
7. Fuel products and liquid asphalt storage tanks shall have a maximum height of 35 ft. above ground.
8. Tanks or other storage vessels and dikes within a proposed Bulk Storage and Distribution Facility for Fuel Products or Liquid Asphalt Distribution Facility shall be setback 500 ft. from drinking water wells and 100 ft. from state waters.
9. The owner and/or operator must report any changes required by outside agencies upon their review that affect a change in the submitted site plan and submit a revised site plan.
10. All required permits and approvals must be obtained from outside agencies, as applicable, prior to the County issuing a permit. Only after such certification is received shall the facility be permitted for occupancy by Lumpkin County.
11. All storage tanks shall be maintained in a leak-proof condition with an adequately painted, rust free exterior surface.

Sec. 27-4.1.3 Application.

1. An application for the Conditional Use of Bulk Storage of Fuel or Liquid Asphalt and Distribution shall be submitted and properly completed on forms provided by the Planning Department and shall comply with the following requirements:
 - A. All information and supplemental materials requested by the forms shall be submitted in a timely manner.
 - B. The Planning Department shall review the application for completeness within ten days of submission. Incomplete or improper applications will be returned to the applicant for resubmission.
 - C. An application for a Conditional Use permit shall contain the following:
 - I. Site Plan, professionally-drawn by an engineer or surveyor to scale of the layout of buildings, sales area, driveways, walkways, parking spaces, and neighboring property's character areas and uses.
 - II. Hours of operation.
 - III. Lighting Plan.
 - IV. Screening Plan (full and/or partial).

- V. Recorded plat.
- VI. Property Description.
- VII. Ownership Affidavit.
- VIII. Mitigation of Noise Plan.
- IX. The approximate location of proposed stormwater detention facilities.
- X. The approximate location of proposed access to the county road system.
- XI. A statement as to the source of domestic water supply.
- XII. A statement as to the provision for sanitary sewage disposal.
- XIII. All Bulk Storage and Distribution Facilities for Fuel Products and Liquid Asphalt Distribution Terminals shall provide to the County in digital format:
 - a) a spill plan;
 - b) contingency plans for moving product in leaking or damaged tanks to backup tanks, and
 - c) an emergency preparedness and response plan that will be filed with the appropriate emergency service officials and the County's Office of Emergency Management. Any revisions shall also be filed with the aforementioned offices.
- XIV. Such additional information as may be useful to permit an understanding of the proposed use and development of the property and helpful for the County to consider the potential impacts of the development on adjacent land uses and the health, safety, and welfare of the larger community.

Chapter 2. Campgrounds – (Limited and Extensive).

Section 27-4.2.1 Definition.

Campgrounds (Limited): a parcel of land intended for the temporary occupancy of tents where the primary purpose is recreational with no hookups and no power available at individual sites. Primitive camping only.

Campgrounds (Extensive): a parcel of land intended for the temporary occupancy of tents and recreational vehicles where the primary purpose is recreational with hookups available for recreational vehicles and/or power available at individual sites. Amenities such as bathhouses, pavilions, and playgrounds are allowed.

Section 27-4.2.2 Standards/Requirements.

1. Campgrounds (Limited) shall have a minimum 5 acres in general development and a minimum of 10 acres in restricted development. Campgrounds (Extensive) shall have a minimum of 20 acres in general development and 30 acres in restricted development. Both Limited and Extensive Campgrounds will have access along Arterial, Collector, and Local Roads.
2. Density for recreational vehicles shall not exceed five (5) RVs per acre.
3. Maximum area allowed for recreational vehicles is 30 acres.

4. Multiple Campgrounds may not be chained together to avoid the maximum area allowed requirement.
5. All proposed and required water sources and sanitary facilities serving campgrounds shall conform with the requirements of the state department of human resources, public health division, and the state department of natural resources, water supply section, as appropriate.
6. The site shall be developed in a manner that preserves natural features and landscape.
7. RVs shall be separated from each other and from other structures by at least ten feet. Any accessory structures such as attached awnings for the purpose of this separation requirement shall be considered a part of the RV.
8. Conventional, industrialized and manufactured houses are prohibited on all campsites.
9. Tent camping, RV camping, or maintaining a campsite for more than 14 consecutive days without having first terminated occupancy of that campground for a minimum of 10 days within a 31-day time frame shall be prohibited.
10. Placing, maintaining, or using camping equipment except in a place specifically designated or provided for such equipment is prohibited.
11. No campfires or cooking fires shall be allowed outside of designated grills or campfire pits
12. Quiet hours must be enforced from 9pm-7am. No check-in will be allowed from 8pm-8am.
13. All campgrounds shall provide fly-proof, watertight, rodent-proof containers for the disposal of refuse in sufficient number and capacity so as to properly store all refuse. Refuse for camping areas shall be collected at least once a week.

Section 27-4.2.3 Application.

1. An application for the Conditional Use of Campgrounds, both limited and extensive, shall be submitted and properly completed on forms provided by the Planning Department and shall comply with the following requirements:
 - A. All information and supplemental materials requested by the forms shall be submitted in a timely manner.
 - B. The Planning Department shall review the application for completeness within ten days of submission. Incomplete or improper applications will be returned to the applicant for resubmission.
 - C. An application for a Conditional Use permit shall contain the following:
 - I. Site Plan, professionally-drawn by an engineer or surveyor to scale of the layout of buildings, sales area, driveways, walkways, parking spaces, and neighboring property's character areas and uses.
 - II. Hours of operation.
 - III. The approximate location of proposed stormwater detention facilities.
 - IV. The approximate location of proposed access to the county road system.
 - V. Recorded plat.
 - VI. Property Description.
 - VII. Ownership Affidavit.
 - VIII. Screening Plan (full and/or partial).

- IX. Lighting Plan.
- X. Mitigation of Noise Plan.
- XI. A statement as to the source of domestic water supply.
- XII. A statement as to the provision for sanitary sewage disposal.
- D. Such additional information as may be necessary to permit an understanding of the proposed use and development of the property and for the County to consider the potential impacts of the development on adjacent land uses and the health, safety, and welfare of the larger community.

Chapter 3. Flea Markets, Swap Meets, and Open-Air Markets.

Sec. 27-4.3.1 Definition.

Flea Market: commercial outdoor activity where two or more persons offer personal property for sale or exchange involving a series of sales sufficient in number, scope, and character to constitute a regular course of business. Such activities that take place in a fully enclosed building shall be treated in this Ordinance as a General Retail use. This activity does not include sidewalk sales by retail centers or individual retail operations, sales conducted by nonprofit organizations, farmers' markets, or residential yard sales. This activity is sometimes referred to as "swap meet," "open air market," "weekend mini market," or other similar terms.

Sec. 27-4.3.2 Standards Requirements.

1. The use shall have a minimum of at least two acres with principal access along a Collector or Arterial Road. An encroachment permit must be obtained from the appropriate agency.
2. Customer parking and vehicular traffic shall be separated from vendor areas during operating hours. In no case shall vendors set up in the customer parking area. Customer parking and traffic shall not be allowed in vendor sales areas.
3. All sales items must be returned to storage and not left out overnight. Covering sale items with a tarp or other material is not an acceptable means of storage.
4. No RVs or campers shall be allowed on the property overnight.
5. Goods shall not be sold from trucks or trailers.
6. Owners of vacant or abandoned, non-residential properties shall not allow transient merchants or vendors to offer goods for sale on their property. Transient merchants shall not be permitted by Lumpkin County to sell from vacant or abandoned, non-residential properties notwithstanding the permission of the property owner.
7. Sale of merchandise is prohibited in road rights-of-way. In no case shall a merchant or vendor set up in a way that obscures the view of the traveling public.
8. There shall be no less than one trash receptacle per 75 feet of aisle space.
9. Hours of Operation shall be from Friday noon to Sunday at dark, except for Federal or State holiday weekends. On holiday weekends, hours of operation will start the day before at noon for setup.
10. This Chapter does not apply to roadside agricultural stands as described in the Georgia Right to Farm Statutes.

Sec. 27-4.3.3 Applications.

1. An application for the Conditional Use of Flea Markets, Swap Meets, and Open-Air Markets shall be submitted and properly completed on forms provided by the Planning Department and shall comply with the following requirements:
 - A. All information and supplemental materials requested by the forms shall be submitted in a timely manner.
 - B. The Planning Department shall review the application for completeness within ten days of submission. Incomplete or improper applications will be returned to the applicant for resubmission.
 - C. An application for a Conditional Use permit shall contain the following:
 - I. Site Plan, professionally-drawn by an engineer or surveyor to scale of the layout of buildings, sales area, driveways, walkways, parking spaces, and neighboring property's character areas and uses.
 - II. Hours of operation.
 - III. Lighting Plan.
 - IV. Screening Plan (full and/or partial).
 - V. Recorded plat.
 - VI. Property Description.
 - VII. Ownership Affidavit.
 - VIII. Mitigation of Noise Plan.
 - IX. The approximate location of proposed stormwater detention facilities.
 - X. The approximate location of proposed access to the county road system.
 - XI. A statement as to the source of domestic water supply.
 - XII. A statement as to the provision for sanitary sewage disposal.
 - XIII. Such additional information as may be necessary to permit an understanding of the proposed use and development of the property and for the County to consider the potential impacts of the development on adjacent land uses and the health, safety, and welfare of the larger community.

Chapter 4. Gun/Skeet Range- Outdoor.

Sec. 27-4.4.1 Definition.

Gun Range (Outdoor): activities designed for the purpose of providing a place for the discharge of various types of firearms.

dBA: The sound pressure level, in decibels, as measured using the impulse mode and "A" weighting net- work on a precision sound level meter.

Firearm: A weapon, including pistols, rifles, and shotguns, capable of firing a projectile using an explosive charge as a propellant.

Firing line: A line parallel to a target from which firearms or arrows are discharged.

Person: Any individual, corporation, association, club, firm, or partnership.

Safety fan: An area on a shooting range facility designed to contain all projectiles fired from a shooting range.

Shooting range: An area designed and improved to encompass shooting stations or firing lines, target areas, berms and baffles, and other related components.

Shooting range facility: A facility, including individual shooting ranges, safety fans or shotfall zones, structures, parking areas, and other associated improvements, designed for the purpose of providing a place for the discharge of various types of firearms or the practice of archery. Does not include target practice areas on private property.

Shooting station: A fixed point from which firearms or arrows are discharged.

Shotfall zone: An area within which the shot or pellets contained in a shotgun shell typically fall.

Structure: A walled and roofed building that is principally above ground; a manufactured or mobile home; a storage tank for gases or liquids; or any other permanent, manmade facilities.

Sec. 27-4.4.2 Standards/Requirements.

1. Gun Range-Outdoor shall have a minimum of 10 acres in both general and restrictive development. Access will be off of Arterial and Collector roads.
2. Shot containment. Shooting range facilities shall be designed to contain all of the bullets, shot, or any other debris on the range facility.
3. Noise mitigation. Noise levels measured at the property line where the facility is maintained or, in the case of leased land, at the property line of any leased parcel shall not exceed sixty-five (65) dBA when located adjacent to residential or commercial property or seventy-five (75) dBA when adjacent to industrial property.
4. Setbacks. Notwithstanding the performance standards of Sec. 27-2.2.3, all shooting stations on a range facility shall be located a minimum of two hundred (200) feet from any propertyline.
5. Warning signs. Warning signs meeting National Rifle Association (NRA) guidelines for shooting ranges shall be posted at one hundred-foot intervals along the entire perimeter of the shooting range facility.
6. Distance from occupied dwelling. All shooting stations shall be located at least one-half (1/2) mile (one thousand three hundred twenty (2,640) feet) from any existing, occupied dwelling.
7. Hours of operation. Shooting ranges shall be allowed to operate between the hours of 10:00 a.m. and 6:00 p.m. On Sundays, shooting shall not commence before 12:30 p.m.
8. Commercial use of the Range for live-fire (including the live-fire portion of classes and private lessons) shall be limited to:
 - A. Between the hours of 10:00 a.m. and 6:00 p.m.
 - B. No more than two (2) weekdays per week.
 - C. A maximum of one weekend (Saturday and Sunday) per month.
 - D. Two additional Fridays per calendar year, cumulative of all other live fire allowances.

Sec. 27-4.4.3 Application.

1. An application for the Conditional Use of Gun/Skeet Range- Outdoor shall be submitted and properly completed on forms provided by the Planning Department and shall comply with the following requirements:
 - A. All information and supplemental materials requested by the forms shall be submitted in a timely manner.
 - B. The Planning Department shall review the application for completeness. Incomplete or improper applications will be returned to the applicant for resubmission.
 - C. An application for a Conditional Use permit shall contain the following:
 - I. *Site plan.* A site plan for the entire range facility which shows the following applicable information drawn to an appropriate scale, shall accompany the permit application: Property lines for any parcel upon which the range facility is to be located, north arrow, plan scale, date, and ownership information for the site; Complete layout of each range, including, shooting stations or firing lines, target areas, shot- fall zones or safety fans, backstops, berms, and baffles; Projected noise contours; Existing and proposed structures; occupied dwellings within one-half (1/2) mile (2,640 ft.); roads, streets, or other access areas; buffer areas; and parking areas for the range facility; and
 - II. Hours of operation
 - III. Lighting Plan
 - IV. Screening Plan (full and/or partial)
 - V. Recorded plat
 - VI. Property Description
 - VII. Ownership Affidavit
 - VIII. Mitigation of Noise Plan
 - IX. The approximate location of proposed stormwater detention facilities
 - X. The approximate location of proposed access to the county road system
 - XI. A statement as to the source of domestic water supply.
 - XII. A statement as to the provision for sanitary sewage disposal.
 - XIII. Such additional information as may be useful to permit an understanding of the proposed use and development of the property and helpful for the County to consider the potential impacts of the development on adjacent land uses and the health, safety, and welfare of the larger community.

Chapter 5. Group Assembly – (Limited, Intermediate, & Extensive).

Sec. 27-4.5.1 Definition.

Group Assembly (Limited): provision of cultural, entertainment, educational, recreational, religious, and athletic services to assembled groups of spectators or participants smaller than 350 in number. This activity includes, but is not limited to, clubs, lodges, amphitheaters, wedding venues, and meeting halls.

Group Assembly (Intermediate): provision of cultural, entertainment, educational, recreational, religious, and athletic services to assembled groups of spectators or participants numbering 350 to 1,500. This activity includes, but is not limited to, clubs, lodges, amphitheaters, wedding venues, and meeting halls.

Group Assembly (Extensive): provision of cultural, entertainment, educational, recreational, religious, and athletic services to assembled groups of spectators or participants greater than 1,500 in number. This activity includes, but is not limited to, clubs, lodges, amphitheaters, wedding venues, and meeting halls.

Sec. 27-4.5.2 Standards/Requirements.

1. Limited Group Assembly shall have a minimum of five acres with primary access allowed on all roads. Intermediate Group Assembly shall have ten acres in restricted development and five acres in general development. Extensive Group Assembly shall have 20 acres for in restricted development and ten in general development. Primary access for Intermediate and Extensive Group Assembly shall be along a Collector or Arterial Road.
2. Must comply with Dark Sky Lighting Requirements.
3. Hours of Operations will be from 9am-11pm.
4. All operations must comply with Lumpkin County's Sound Amplifying Equipment Ordinance.
5. All signage must comply with Lumpkin County's sign ordinance.

Sec. 27-4.5.3 Application.

1. An application for the Conditional Use of Group Assembly shall be submitted and properly completed on forms provided by the Planning Department and shall comply with the following requirements:
 - A. All information and supplemental materials requested by the forms shall be submitted in a timely manner.
 - B. The Planning Department shall review the application for completeness within ten days of submission. Incomplete or improper applications will be returned to the applicant for resubmission.
 - C. An application for a Conditional Use permit shall contain the following:
 - I. Site Plan, professionally-drawn by an engineer or surveyor to scale of the layout of buildings, sales area, driveways, walkways, parking spaces, and neighboring property's character areas and uses.
 - II. Hours of operation.
 - III. Lighting Plan.
 - IV. Screening Plan (full and/or partial).
 - V. Recorded plat.
 - VI. Property Description.
 - VII. Ownership Affidavit.
 - VIII. Mitigation of Noise Plan.
 - IX. The approximate location of proposed stormwater detention facilities.
 - X. The approximate location of proposed access to the county road system.
 - XI. A statement as to the source of domestic water supply.
 - XII. A statement as to the provision for sanitary sewage disposal.
 - XIII. Such additional information as may be necessary to permit an understanding of the proposed use and development of the property and for the County to consider the potential impacts of the development on adjacent land uses and the health, safety, and welfare of the larger community.

Chapter 6. Race Track

27-4.6.1 Definition.

Race Track: means a use of land for the purposes of operating a motorcycle, all-terrain vehicle, automobile, or similar motorized vehicle over a permanent constructed track or course or where the continuous use of the land creates a track, trail, or course.

27-4.6.2 Standards/Requirements.

1. Race Track, ATV & Motocross activities shall have a minimum of 1000 acres. The activity will have access along an Arterial & Collector Roads.
2. Any activity proposing to use a dirt track must include a plan whereby no dust shall leave the property on which the track is located.
3. All stream crossings shall be by way of a drainage structure (No fording of creeks).
4. Hours of Operation shall be limited to the following:
 - A. Sunday thru Thursday no earlier than 7:00am and no later than 1 hour after the sun sets.
 - B. Friday and Saturday no earlier than 7:00am and no later than 11:00pm.
5. All ATV and motorcycles operating on the trails will be limited to a maximum decibel level of 120db at operating speeds. Tested no more than five ft from the vehicle.
6. All ATV and Motorcycles operating on the trails will be required to have spark arrestors.
7. The entirety of the property must be fully fenced.
8. "Quiet Zones" to limit loud music and noise other than that produced by the vehicles shall be enforced within 500' of property lines in trail areas that are adjacent to residential properties. Quiet Zones shall be clearly marked with signage visible to patrons.
9. Must comply with Lumpkin County's Sound Amplifying Equipment Ordinance.

27-4.6.3 Application.

1. An application for the Conditional Use of Race Track, ATV, & Motocross shall be submitted and properly completed on forms provided by the Planning Department and shall comply with the following requirements:
 - A. All information and supplemental materials requested by the forms shall be submitted in a timely manner.
 - B. The Planning Department shall review the application for completeness within ten days of submission. Incomplete or improper applications will be returned to the applicant for resubmission.
 - C. An application for a Conditional Use permit shall contain the following:
 - i. Site Plan, professionally-drawn by an engineer or surveyor to scale of the layout of buildings, sales area, driveways, walkways, parking spaces, and neighboring property's character areas and uses.
 - ii. Hours of operation
 - iii. Lighting Plan
 - iv. Screening Plan (full and/or partial)
 - v. Recorded plat
 - vi. Property Description

- vii. Ownership Affidavit
- viii. Mitigation of Noise Plan
- ix. The approximate location of proposed stormwater detention facilities
- x. The approximate location of proposed access to the county road system
- xi. A statement as to the source of domestic water supply.
- xii. A statement as to the provision for sanitary sewage disposal.
- xiii. Such additional information as may be necessary to permit an understanding of the proposed use and development of the property and for the County to consider the potential impacts of the development on adjacent land uses and the health, safety, and welfare of the larger community.

Chapter 7. Salvage Yards – Indoor

27-4.7.1 Definition.

Salvage Yard (Indoor): the dismantling or wrecking of used automobiles, vehicles, crafts and trailers, or the storage, sale, or dumping of dismantled or wrecked vehicles or their parts which occurs within a totally enclosed structure. This activity may also include other salvage materials like major household appliances but does not include Scrap Metal Processing.

27-4.67.2 Standards/Requirements.

1. Salvage Yards- Indoor shall have a minimum of at least five acres for indoor activities in restricted development and one acre in general development.
2. No scrap materials shall be stacked, stored, or maintained at a height greater than what the opaque screening around the Salvage Yard can hide from view.
3. In addition to the setback requirements in Article II of this Ordinance, no Salvage Yard shall be established within 1000 feet of Arterial roads. No person shall establish, operate, or maintain a Salvage Yard activity if the Planning Director determines that the minimum above-mentioned screening requirements will not produce a result that shields the Salvage Yard activity from view of the road set forth herein, the Salvage Yard activity shall engage in land grading or the erection of additional screening to the minimum extent required to achieve the required screening.
4. If an existing Salvage Yard shuts down, it must comply with the provisions of this Ordinance for new Salvage Yards to re-open. Evidence of closing shall be established by inspection of the property, written notification or non-renewal of a Salvage Yard Permit.
5. All Salvage Yards shall be maintained to protect the public from health nuisances and safety hazards. The Lumpkin County Health Department may inspect each Salvage Yards to determine that it does not create a nuisance or safety hazard. Should a nuisance or safety hazard be identified, the owner or operator shall submit satisfactory evidence to the Health Department and Planning and Development Department that the nuisance or safety hazard has been eliminated. Failure to comply with this provision may result in revocation of the permit as well as other penalties and remedies for violation of this Ordinance.
6. New Salvage Yards shall be situated on a continuous parcel of at least five acres, excluding rights-of- way, that are undivided by road rights-of-way or public dedication. The requirement for a continuous parcel of at least five acres cannot be considered for a variance from the Planning Commission.
7. The view toward any driveway entrances shall be screened or positioned as necessary in a manner such that materials stored in the open are not visible through the driveway entrance.
8. Burning is prohibited.
9. Junk vehicles shall not be stacked or layered in an unsafe manner.
10. All Salvage Yards registered in Lumpkin County shall undergo an annual inspection to ensure compliance with this Ordinance.

27-4.7.3 Application.

An application for the Conditional Use Salvage Yards- Indoor and Outdoor shall be submitted and properly completed on forms provided by the Planning Department and shall comply with the following requirements:

1. All information and supplemental materials requested by the forms shall be submitted in a timely manner.
2. The Planning Department shall review the application for completeness within ten days of submission. Incomplete or improper applications will be returned to the applicant for resubmission.
3. An application for a Conditional Use permit shall contain the following:
 - A. Site Plan, professionally-drawn by an engineer or surveyor to scale of the layout of buildings, sales area, driveways, walkways, parking spaces, and neighboring property's character areas and uses.
 - B. Hours of operation.
 - C. Lighting Plan.
 - D. Screening Plan (full and/or partial).
 - E. Recorded plat.
 - F. Property Description.
 - G. Ownership Affidavit.
 - H. Mitigation of Noise Plan.
 - I. The approximate location of proposed stormwater detention facilities.
 - J. The approximate location of proposed access to the county road system.
 - K. A statement as to the source of domestic water supply.
 - L. A statement as to the provision for sanitary sewage disposal.
 - M. Such additional information as may be necessary to permit an understanding of the proposed use and development of the property and for the County to consider the potential impacts of the development on adjacent land uses and the health, safety, and welfare of the larger community.

Chapter 8. Saw Mill – Extensive.

27-4.8.1 Definition.

Sawmill (Extensive): permanent machine (outside or in an enclosed structure) where timber is sawed into planks, boards, or lumber.

27-4.8.2 Standards/Requirements.

1. Sawmill (Limited) shall have a minimum of one acre with access from all roads. Sawmill (Extensive) shall have a minimum of 10 acres in general development and have access along an Arterial & Collector Roads.
2. Outdoor storage of materials must be screened and/or fenced.
3. Appropriate sawdust mitigation is required to potentially include high speed spark detection and water spray.

27-4.8.3 Application.

1. An application for the Conditional Use of Sawmill- Indoor and Outdoor shall be submitted and properly completed on forms provided by the Planning Department and shall comply with the following requirements:
 - A. All information and supplemental materials requested by the forms shall be submitted in a timely manner.
 - B. The Planning Department shall review the application for completeness within ten days of submission. Incomplete or improper applications will be returned to the applicant for resubmission.
 - C. An application for a Conditional Use permit shall contain the following:
 - I. Site Plan, professionally-drawn by an engineer or surveyor to scale of the layout of buildings, sales area, driveways, walkways, parking spaces, and neighboring property's character areas and uses.
 - II. Hours of operation.
 - III. Lighting Plan.
 - IV. Screening Plan (full and/or partial).
 - V. Recorded plat.
 - VI. Property Description.
 - VII. Ownership Affidavit.
 - VIII. Mitigation of Noise Plan.
 - IX. The approximate location of proposed stormwater detention facilities.
 - X. The approximate location of proposed access to the county road system.
 - XI. A statement as to the source of domestic water supply.
 - XII. A statement as to the provision for sanitary sewage disposal.
 - XIII. Such additional information as may be necessary to permit an understanding of the proposed use and development of the property and for the County to consider the potential impacts of the development on adjacent land uses and the health, safety, and welfare of the larger community.

Article V - Temporary Uses

Sec. 27-5.1.1 Requirements.

All temporary uses shall submit a sketch plan for review, and upon approval shall be issued a temporary permit. Temporary structures and vehicles must remain out of the road right of way. Adequate parking shall be provided and parking may not be so arranged that vehicles are forced to back into traffic on the primary access street. Staff may require necessary documents or plans to verify the temporary use.

The uses listed in this Chapter are not a complete list and staff will determine the proper category of a temporary use not listed. Temporary uses, their location, duration, and conditions applicable thereto, are as follows:

1. Fairs, Carnivals, Festivals, and Outdoor Concerts.

Temporary uses with less than 500 attendees per day shall be located in an area where there are less than ten residential dwellings within a 500-foot radius of the center of the proposed temporary use area as determined by the Planning Director. Uses with 501-999 attendees per day shall be located in

an area where there are less than ten residential dwellings within a 750-foot radius of the center of the proposed temporary use area as determined by the Planning Director. Uses with 1000 or more attendees per day shall locate in an area where there are less than ten residential dwellings within a 1000-foot radius of the center of the proposed temporary use area as determined by the Planning Director and shall be required to have direct access from a Collector or Arterial Road. Maximum length of stay shall be 15 days for fairs and carnivals and three days for festivals and concerts. Extensions of the temporary permit may be considered by staff.

Operations for such uses shall cease at a time which is necessary to comply with the Lumpkin County Use of Sound Amplifying Equipment Ordinance unless consent agreements have been obtained or a variance has been granted according to the provisions found in that Ordinance.

Off-street parking shall be provided at the rate of one space for every three attendees and all parking areas shall be roped off.

2. Religious Tent Meetings.

Religious meetings in a tent or other temporary structure shall not exceed 30 consecutive days per permit. Extensions of the temporary permit may be considered by staff. The tent or structure shall not be closer than 400 feet to any residential dwelling. Uses with more than 1,000 attendees per day must have direct access from a Collector or Arterial Road. Off-street parking shall be provided at the rate of one space for every three attendees and all parking areas shall be roped off.

Operations for such uses shall cease at a time which is necessary to comply with the Lumpkin County Use of Sound Amplifying Equipment Ordinance unless consent agreements have been obtained or a variance has been granted according to the provisions found in that Ordinance.

3. Seasonal Uses such as Boiled Peanut Stands, Produce Stands, and Similar Uses.

Seasonal uses such as boiled peanut stands, produce stands, and similar uses may be issued a temporary permit for a period of up to 120 days. Temporary structures must remain out of the road right-of-way. Adequate parking shall be provided and parking may not be so arranged that vehicles are forced to back into traffic on the primary access street. Sites used for these purposes shall not be used for another six months for any temporary use.

4. Intermittent Uses such as Firework Stands, Christmas Tree Sales Lots, Haunted Houses, Haunted Trails, Corn Mazes, and Similar Uses.

Intermittent uses such as firework stands, Christmas tree sales lots, haunted houses, haunted trails, corn mazes, and similar uses may be issued a temporary permit for a period of up to 45 days. Temporary structures must remain out of the road right-of-way. Adequate parking shall be provided and parking may not be so arranged that vehicles are forced to back into traffic on the primary access street. Sites used for these purposes shall not be used for another three months for any temporary use.

5. Mobile Food Services.

Mobile Food Service vendors are required to obtain an annual land use permit prior to operation on private property and must have a Department of Public Health (DPH) approval in order to request such a permit. Mobile Food Service vendors may operate on private property daily, but must not remain overnight unless they are part of a multi-day event. Multi-day events may be no longer than three days.

Mobile Food Service vendors may sell food from multiple locations, to include developed industrial or commercial properties with the permission of the business owners or in public parks with the permission of the Parks and Recreation Department.

Applicants must submit a sketch plan detailing where the Mobile Food Service vendor will operate on the property. They must have written consent from property owner(s) to do business at their location and can only operate during the property's normal business hours. They may also conduct sales while parked on public property in the event of a temporary street closing for a County-sponsored or neighborhood event such as a street festival or fair. Otherwise, they may not use a public road right-of-way to serve customers.

Mobile Food Services may not be the primary or principal use at a lot. Under these regulations they are considered a temporary use.

ARTICLE VI – ACTIVITIES REQUIRING SPECIAL LAND USE APPROVAL

The activities contained in this Article must undergo a review by the Planning Commission with a recommendation to the Board of Commissioners as outlined in Sec. 27-8.1.4 - Special land use approval process. This requirement is in addition to any applicable standards found elsewhere in this Performance Zoning Ordinance. See Sec. 27-2.2.3. Any potential land use that is not identified in this ordinance may be subject to the SLUA process.

1. Bulk Storage of Fuel or Liquid Asphalt and Distribution (Extensive).

Bulk Storage of Fuel or Liquid Asphalt and Distribution: (Extensive) fuel and liquid asphalt facilities with a combined capacity of greater than 100,000 gallons involved in the manufacture of or the receiving of liquids, gases, or solids by truck, tank vessel, pipelines, tank car, or tank vehicle, and storing, processing, or blending them in bulk for the purpose of distributing such liquids, gases, or solids by truck, tank vessel, pipeline, tank car, tank vehicle, portable tank, or container.

2. Hazardous Materials Production/Storage, Handling and Distribution.

Hazardous Materials Production/Storage, Handling and Distribution: any activity involving the storage, processing, manufacture, repackaging, or distribution of hazardous materials as defined in Federal and State regulations.

3. Manufacturing (Extensive).

Manufacturing (Extensive): manufacturing activity not included within Limited Manufacturing which is conducted within an enclosed space except for the following or similar activities: arsenals, explosives and fireworks plants; asphalt batch plants; chemical manufacturing in excess of one ton per day; offal processing; paper mill; petroleum refining; pulp mill and manufacturing; and waste disposal by incineration or other means. In addition to the type of manufacturing processes and materials allowed, this activity occurs in buildings whose total size is larger than 200,000 square feet but no more than 500,000 square feet.

4. Salvage Yard (Outdoor).

Salvage Yard (Outdoor): the dismantling or wrecking of used automobiles, vehicles, crafts and trailers, or the storage, or sale of dismantled or wrecked vehicles or their parts which does not occur entirely within an enclosed structure. This activity may also include other salvage materials like major household appliances, but does not include Scrap Metal Processing. The presence on any parcel of land of five or more motor vehicles or bulk of five or more vehicles, which for a period exceeding 30 days have not been capable of operating under their own power and/or from which parts have been or are to be removed for reuse or sale, shall constitute prima-facie evidence of a salvage yard. This activity may also be referred to as a junk yard.

5. Scrap Metal Processing.

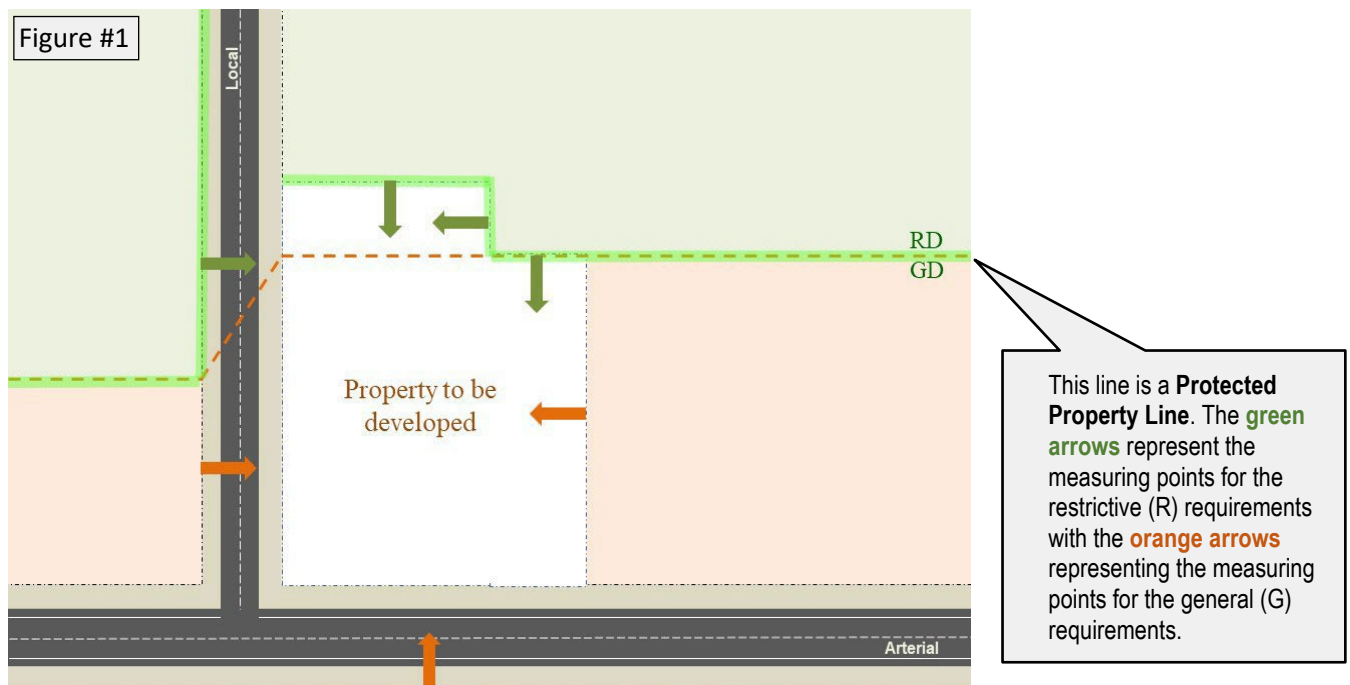
Scrap Metal Processing: the reclamation of scrap metal for delivery to steel mills, foundries, exporters, or other entities for re-melting, reusing, recycling, or other uses. It is operated from a fixed location utilizing heavy machinery such as cranes, balers, grinders, and shearers for processing and manufacturing iron, steel, or non-ferrous metallic scrap.

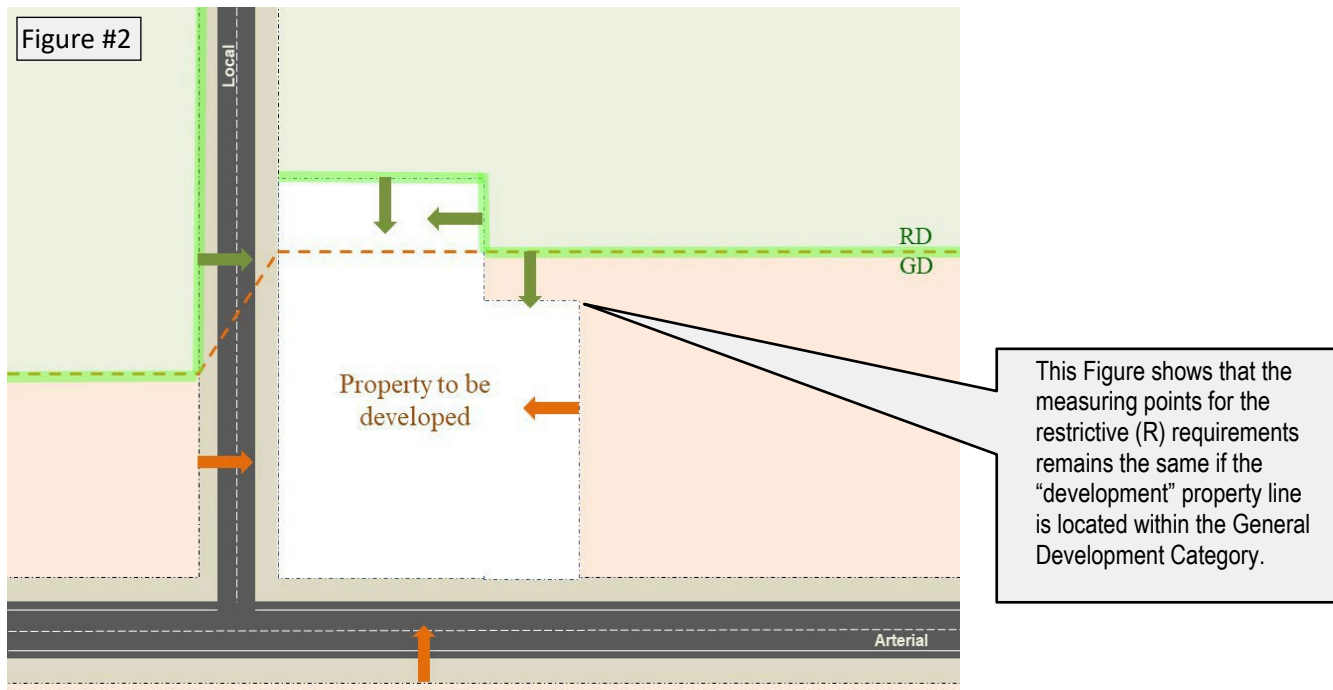
ARTICLE VII -GENERAL RULES

The following graphics are provided to assist in the interpretation of the General Rules located in *Sec. 27-7.1.1* for purpose of applying the Performance Standards found in *Article II*.

Sec. 27-7.1.1 General Rules.

1. The restrictive (R) requirements in the Chart apply to Protected Property Lines within a Restrictive Development Category or those which serve as the boundary between a Restrictive Development Category and a General Development Category, a municipality within Lumpkin County, or an adjacent county.
2. The general (G) requirements in the chart apply to Protected Property Lines within a General Development Category or those which serve as a boundary between a General Development Category and a Restrictive Development Category, a municipality within Lumpkin County, or an adjacent county.
3. For property lines which serve as the boundary between a Restrictive Development Category and a General Development Category, the restrictive (R) requirements shall apply for the protection of property on the Restrictive Development Category side of the boundary relative to land uses on the General Development Category side of the boundary. Similarly, the general (G) requirements shall apply for the protection of property on the General Development Category side of the boundary relative to land uses on the Restrictive Development Category side of the boundary.
4. When an activity is located on a parcel which is separated from surrounding Protected Property by existing road or by utility rights-of-way, by water bodies, or by other parcels, then the performance standards applicable to that activity shall be measured across such separation from the Protected Property Lines.





ARTICLE VIII -PROCEDURES AND PERMITS

Sec. 27-8.1.1. Land use approval permit process.

1. For any proposed new development, an owner or owner’s representative shall fill out a land use permit application provided by the Planning Department. Once the application is completed by the applicant, the applicant shall submit the application to the Planning Department for review. The Planning Department will provide a “determination of next steps” to the applicant after reviewing the completed application. Land Use Permits are good for 6 months from the permit application approval date to obtaining a building permit.
2. A land use approval permit process will be based on the following land use/activity types:
 - A. Single-Family Residential: A land use approval permit application for a single-family residential activity that is determined to meet all of the development requirements based on the type activity and the relevant development category shall be approved by the Planning Department and the applicant can then proceed to apply for a Building Permit as required under *Chapter 10, Sec. 10-71* of this Code.
 - B. Subdivision Development: A land use approval permit application for a subdivision activity that has been reviewed by the Planning Department shall be scheduled to be heard by the Planning Review Committee (PRC). Next steps will be determined at the end of the PRC meeting and may include appearing before the Planning Commission for approval.

- C. Single Duplex or Multi Family Development: A land use approval permit application for a single duplex or multifamily development activity that has been reviewed by the Planning Department shall be scheduled to be heard by the PRC. Next steps will be determined at the end of the PRC meeting. Next steps could include appearing before the Planning Commission for approval and/or obtaining building permits.
 - D. All Commercial Activities: A land use approval permit application for a commercial activity that has been reviewed by the Planning Department shall be scheduled to be heard by the Planning Review Committee (PRC) meeting. Next steps will be determined by the end of the PRC meeting. Next steps could include appearing before the Planning Commission for approval and/or obtaining building permits.
 - E. All Conditional Use Permits: A land use approval permit application for an activity requiring a conditional use permit that has been reviewed by the Planning Department shall be scheduled to be heard by the PRC meeting. After attending the PRC and based off the guidance obtained at that meeting, the applicant will then be required to submit a conditional use permit application. The conditional use permit application will be reviewed by the Planning Department within 10 days. If approved by the Planning Department, the applicant will receive a conditional use permit to obtain building permits.
 - F. Gateway Corridor Overlay District: Proposals for new development in the Gateway Corridor Overlay District shall be reviewed and considered under the standards provided in *Sec.27-3.1.10 –13* in addition to any relevant provisions of the following sections.
3. Planning Review Committee Meeting (PRC): The Planning Review Committee shall conduct regular meetings on the 1st and 3rd Thursdays of each month. Completed land use approval permit applications to be reviewed by the PRC shall be submitted to the Planning Department staff one week prior to the PRC meeting. Applications will be scheduled to be considered at the next available PRC meeting by the Planning Department staff. A copy of completed applications will be sent to all members of the PRC for review in preparation for the scheduled meeting date. The Planning Review Committee is composed of staff members from the following departments:
- A. Planning Department/GIS
 - B. Environmental Health
 - C. Development Authority
 - D. Water and Sewerage Authority
 - E. Fire Marshall
 - F. Public Works.
4. If an applicant believes that a final determination of the land use approval permit by Planning Department was made in error, the applicant may appeal that final determination to the Planning Commission pursuant to *Sec. 27-8.1.10*.
5. If a proposal does not meet the requirements of this Code, but the applicant believes that complying with the terms of this Code constitutes an undue hardship such that no practical or economic use remains for the property in question, taking into account all of the contiguous property under the owner's control, the applicant may apply for a variance pursuant to *Sec. 27-8.1.2*.

6. If a proposal does not meet the requirements of this Code, but the applicant believes that this is because the property should more appropriately be classified as a different character area, the applicant may apply for a Character Area Map (CAM) Amendment pursuant to *Sec. 27-8.1.3*.
7. If under the terms of this section, a proposal requires a special land use approval (SLUA), the applicant must submit an application for a SLUA pursuant to the terms of *Sec. 27-8.1.4*.

Sec. 27-8.1.2 Variances.

1. Certain provisions and requirements of the performance activity charts may create unnecessary hardships for property owners resulting from strict application of these provisions. No variances shall be considered for the requirements set by these regulations on Conditional Uses listed in *Article IV* of this ordinance. In order to obtain the variance application from the Planning Department, the applicant must show all of the following:
 - A. Unnecessary hardship would result from the strict application of the ordinance.
 - i. Hardship is determined on a case-by-case basis based on evidence presented to the Planning Commission.
 - ii. The hardship must be more than mere inconvenience or a preference for a more lenient standard. Cost of compliance may be a factor, but cost is not determinative. It is not enough for an applicant to say that development will cost more in order to comply. The applicant must show the substantial and undue nature of that additional cost as compared to others subject to the same restriction.
 - B. The hardship results from conditions that are peculiar to the property.
 - i. The unnecessary hardship must be peculiar to the property, not general to the neighborhood or community. Such peculiar characteristics might arise, for example, from location of the property, size or shape of the lot, or topography or water features on the site.
 - ii. Hardships that result from personal circumstances may not be the basis for granting a variance. The Planning Commission considers the nature of the property and the land use ordinances, not the nature of the applicant and their circumstances.
 - iii. The reverse is also true. An applicant's personal circumstances cannot be the basis for denying a variance. The fact that the applicant owns property nearby is irrelevant to the consideration of whether this particular property deserves a variance.
 - C. The hardship is not a self-created hardship.
 - i. The hardship must not result from actions taken by the applicant or property owner.
2. Additionally, the variance applicant must show that the variance will:
 - A. Be consistent with the intent of the ordinance;
 - B. Secure public safety; and
 - C. Achieve substantial justice.
3. In such cases, property owners may submit an application for a variance from such specific requirements or provisions.

4. An application for a variance to the provisions of this chapter can be obtained from the Planning Department. Variance applications shall be processed as either an administrative variance or general variance as described below.
 - A. An application for variances shall be submitted on properly completed forms provided by the Planning Department.
 - B. All information and supplemental materials requested by the forms shall be submitted in a timely manner.
 - C. The Planning Department shall review the application for completeness of submission. Incomplete or improper applications will be returned to the applicant for resubmission.
 - D. Any variance request that is not submitted as an administrative variance shall be considered by the Planning Commission as a general variance.
 - E. Only one application for a general variance (of the same type) may be heard by the Planning Commission, for a property, every 12 months unless special approval is granted by the Board of Commissioners.
5. Administrative variances shall be submitted to the Planning Department for review.
 - A. Applications for an administrative variance may be reviewed and considered by the Planning Department if the application satisfies the following requirements:
 - I. Any reductions in building setback requirements requested shall be less than 25 percent of the originally required setback.
 - II. Any requests to exceed the maximum building height shall not exceed four feet above the original maximum allowed for the development.
 - III. Requests for changes to the parking requirements shall not be reduced by more than five percent of the required spaces.
 - B. The Planning Department shall approve an application for an administrative variance when the request meets the standards outline in *Sec. 27-8.1.2 (7)* below, and the variance does not significantly adversely impact an adjacent land use, and is generally in the best interest of the community.
 - C. If the Planning Department determines that it is in the best interest of the community, an administrative variance may be converted into a general variance, and the information submitted shall be presented to the Planning Commission for review as a general variance according to the provisions below.
6. For general variance applications, a public hearing shall be held that meets the requirements of *Sec. 27-8.1.5* at which action on the variance will be taken by the Planning Commission.
7. The Planning Department or Planning Commission may authorize variances from the terms of this section upon making all of the following findings:
 - A. There are extraordinary and exceptional conditions pertaining to the particular piece of property;
 - B. These conditions do not generally apply to other property in the vicinity;
 - C. Because of these conditions, the application of the Ordinance to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property; and

- D. The authorization of a variance will not be of substantial detriment to adjacent property or to the public good, and the character of the district will not be harmed by the granting of the variance.
- 8. The Planning Department and the Planning Commission may condition approval of an administrative or general variance on the inclusion of additional requirements that will mitigate negative impacts caused by the variance. Such conditions shall be enforceable as requirements of this chapter.
- 9. Appeals of a final decision on administrative or general variance shall follow provisions of Sec. 27-8.1.5 below.

Sec. 27-8.1.3 Character area map amendments.

- 1. The Lumpkin County Board of Commissioners may amend the Character Area Map (CAM) developed as part of the Lumpkin County 2022 Comprehensive Plan, and referred to in this chapter as the "Character Area Map" or "CAM", either on its own initiative or upon the request of a property owner or the property owner's designated representative desiring to change the character area designation of their property.
- 2. Applications from property owners the property owner's designated representative requesting a change to the CAM shall meet the following requirements:
 - A. The applicant must submit a completed map amendment application, which shall be provided by the Planning Department.
 - B. The applicant shall submit such other supplemental information that is requested by the Planning Department as necessary for consideration of the application regarding the map change in a timely manner in order to complete the application. The Planning Department shall review the application for completeness within ten days of submission. Incomplete or improper applications will be returned to the applicant for resubmission.
 - C. Once a completed application is received, the application will be presented to the Planning Commission at the next regularly public hearing that has been properly advertised pursuant to the terms Sec. 27-8.1.5. The Planning Commission shall provide a recommendation to the Board of Commissioners with respect to the application.
 - D. The recommendation of the Planning Commission shall be provided to the Board of Commissioners, which shall then consider the application at its next regularly scheduled and properly advertised public meeting pursuant to the terms Sec. 27-8.1.5.
 - E. Any map amendment that so alters the CAM as to warrant an update of the underlying comprehensive plan, may be deemed a major map amendment by the Planning Department, the Planning Commission, or the Board of Commissioners and may be tabled until a sufficient review and update to the comprehensive plan is completed.
- 3. The Planning Department, the Planning Commission, and the Board of Commissioners shall apply the following standards governing CAM amendments.
 - A. Whether the land use amendment proposal meets the policies and intent established in the current comprehensive plan and the CAM.
 - B. Whether the land use amendment proposal is compatible with the surrounding future land uses as identified in the CAM;

- C. Whether the CAM amendment proposal can be adequately served by existing transportation facilities and other infrastructure, such as schools, water and sewer;
 - D. Whether the CAM amendment proposal negatively impacts natural and scenic resources identified by the county;
 - E. Whether the CAM amendment proposal is in the best interest of the county and the public good and whether the proposal protects the health and welfare of its citizens; and
 - F. Whether the property to be affected by the CAM amendment proposal has a reasonable economic use as currently designated on the CAM.
4. Appeals of a final decision on CAM amendments shall follow provisions of Sec. 27-8.1.10.

Sec. 27-8.1.4 Special land use approval.

1. Certain activities identified in the Performance Standards Chart in Sec. 27-2.2.3 require a special land use approval (SLUA). In addition, where activities are not identified in the Performance Standards Chart, the Planning Director shall require the applicant to apply for a Special Land Use Approval where the activity would have significant impacts on neighboring properties through the production of smoke, odor, dust, noise, or vibrations, or could otherwise adversely impact the health, safety and welfare of the citizens of Lumpkin County. Appropriate considerations shall be given to the hours, location, scope and manner of operations of the activity through the SLUA process.
2. An application for a SLUA shall be submitted and properly completed on forms provided by the Planning Department and shall comply with the following requirements:
 - A. All information and supplemental materials requested by the forms shall be submitted in a timely manner.
 - B. The Planning Department shall review the application for completeness. Incomplete or improper applications will be returned to the applicant for resubmission.
 - D. An amendment to a previously approved SLUA shall be considered in the same manner as a new application, though the Planning Department may waive those requirements that are not necessary to assess the impacts of the proposed changes.
 - E. An application for a SLUA shall be accompanied by a concept plan that meets the following requirements:
 - I. The applicant, a professional engineer, a registered land surveyor, a landscape architect, a land planner or any other person familiar with land development activities may prepare the required concept plan.
 - II. The concept plan shall be drawn to scale on a boundary survey of the tract, which includes the date of the drawing and subsequent revisions of the survey and the source of datum used, or on a property map showing the approximate location of the boundaries and dimensions of the tract.
 - III. The concept plan and application shall show all performance and development standards required by this or any other part of the Code of Ordinances.
 - IV. If no construction or alteration of the site is proposed, this concept plan may just show the location of the proposed use.

- V. The concept plan shall show the following:
 - a. Character area designation of the subject property and all adjacent properties.
 - b. Manmade features within and adjacent to the property, including existing streets and names, city and county political boundary lines, and other significant information such as location of bridges, utility lines, existing buildings to remain, and other features as appropriate to the nature of the request.
 - c. Uses of adjacent properties.
 - d. Proposed use of the property.
 - e. The proposed project layout including, lot lines, street right-of-way lines, setbacks, any outdoor storage areas, buffers, parking, driveway area, and other development requirements.
 - f. An accurate north point and scale of the drawing.
 - g. Any other information reasonably helpful for the county to consider the potential impacts of the development on adjacent land uses and the health, safety, and welfare of the larger community.
- F. An application for a SLUA shall be accompanied by an impact analysis that addresses the following:
 - I. If the proposed development is capable of generating an average of 1,000 daily vehicle trips or more, a traffic study shall be required. This study shall be prepared by professional engineers registered in the state, under guidelines available from the transportation and public works department. Anticipated vehicle trips may be based upon the latest edition of Trip Generation, published by the Institute of Transportation Engineers. The public works director may waive this requirement when it is demonstrated that the development will not change current conditions.
 - II. For a proposed development that will generate fewer than 1,000 average daily vehicle trips, a traffic study, prepared by professional engineers registered in the state, may be required by the Planning Department if it is substantially likely that the development will significantly impact traffic. The applicant will be notified whether such a report will be required. A statement as to the intended use or production of explosives or other hazardous materials and the methods and procedures proposed for the handling, use, storage and disposal of such materials.
- 3. The Board of Commissioners shall consider the following standards governing SLUA applications:
 - A. Whether or not the proposed plan meets all requirements of the General Development Category as designated and in the Performance Standards Chart (Sec 27-2.2.3);
 - C. Adequacy of public facilities and services, including roads, stormwater management, and utilities, to serve the proposed use;

- D. Whether or not the proposed use will impact adjacent properties beyond the performance standards established;
 - E. Whether or not the proposed activity's manner of operation and/or the hours of operation of the proposed use will impact adjacent properties beyond the performance standards established; and
 - F. Whether or not the proposed use will impact the safety of the public.
4. The Board of Commissioners may approve, approve with conditions, or deny an application for Special Land Use Approval, or the Board may postpone the consideration of the application at their discretion.

Sec. 27-8.1.5 Public hearing requirements.

1. Public hearings for the consideration of any general variance, special land use approval, PUD or character area map amendment shall be conducted according to the rules, bylaws, or official procedures of the body holding the public meeting, though to ensure compliance with the Georgia Zoning Procedures Law, all public meetings held pursuant to this chapter shall at least meet the following requirements:
 - A. The presiding official designated by the Planning Commission or Board of Commissioners shall call for each application to be presented.
 - B. The presiding official may place reasonable time limits for presentations and for those who wish to speak for or against the application, though no less than ten minutes shall be provided for each side. Supporters and opponents shall be given equal time for their presentations.
 - C. The applicant shall speak first, followed by supporters of the application. Those opposed to the application shall then be allowed to speak.
 - D. If time remains, time for rebuttal may be provided. Rebuttal shall be limited to issues raised by the opposing side, and each side shall be limited to one rebuttal period.
 - E. Members of the general public may speak if time permits, and follow the procedures stated by the presiding official for all speakers.
 - F. Notice of the public hearing shall be published at least 15 days but not more than 45 days prior the public meeting in the newspaper of record in Lumpkin County. The notice shall state the time, location, and purpose of the meeting as well as the location of the property in question, the present requirements that are to be changed, and the proposed changes.
 - G. At least 15 days prior to the meeting, the applicant shall post one or more signs on the property stating the time, location, and purpose of the meeting as well as the location of the property in question, the present requirements that are to be changed, and the proposed changes. Signs shall be posed in a conspicuous place along each street frontage of the property, or if there is no frontage, at the location where access to the property shall be provided.
 - H. At the conclusion of the public hearing on an application, the Planning Commission or Board of Commissioners, as appropriate, shall either vote to determine whether the applicant has demonstrated that the proposal satisfies the standards described in *Sec. 27-8.1.2*, *Sec. 27-8.1.3*, or *Sec. 27-8.1.4*, depending on type of application, or table the application for consideration at its next regular meeting.

Sec. 27-8.1.6 – 8.1.9 Reserved.

Sec. 27-8.1.10 Appeals.

1. Appeals of administrative decisions.
 - A. Decisions of the Planning Department regarding an administrative variance or project approvals in the Gateway Corridor Overlay District or any other administrative decision may be appealed to the Planning Commission according to the following requirements:
 - I. Appeals shall be in writing, signed by the owner of the property in question, and submitted to the Planning Department.
 - II. Appeals must be submitted within ten days of the issuance of written notice of the Planning Department's decision.
 - III. The appeal must clearly specify the grounds of the appeal.
 - IV. The Planning Department shall transmit notice of the appeal and all of the documentation submitted as part of the application to the Planning Commission.
 - V. The appeal will be placed on the Planning Commission agenda for a regularly scheduled meeting. The Planning Commission shall adopt procedures for the conduct of the appeal hearing.
2. The decision of the Planning Commission regarding an administrative decision shall be considered the "final decision."
3. Appeals from, a general variance decision, as determined by the Planning Commission by an aggrieved party shall be appealed to the Board of Commissioners according to the following requirements:
 - A. Appeals shall be in writing, signed by the owner of the property in question, and submitted to the Planning Department.
 - B. Appeals must be submitted within 30 days of the issuance of written of the Planning Commission's decision.
 - C. The appeal must clearly specify the grounds of the appeal.
 - D. The Planning Department shall transmit notice of the appeal and all of the documentation submitted as part of the application to the Board of Commissioners.
 - E. No additional information not submitted with the application will be considered by the Board of Commissioners on appeal.
 - I. The appeal will be placed on the Board of Commissioners' agenda for a regularly scheduled meeting. The Board of Commissioners shall adopt procedures for the conduct of the appeal hearing.
 - F. The appeal decision of the Board of Commissioners shall be considered the "final decision."
 - G. Any person aggrieved by a final decision may appeal from such decision to the Superior Court of Lumpkin County or as otherwise allowed by law.

4. For purposes of this subsection, a person claiming to be aggrieved must have a substantial interest in the decision appealed, which interest must be in danger of suffering some special damage or injury not common to all property owners similarly situated.
5. Appeals of character area map amendments or gateway corridor planned unit development designation decisions:
 - A. The decision of the Board of Commissioners regarding CAM amendment decisions and planned unit development designations shall be considered the "final decision."
 - B. Any person aggrieved by a final decision of the Board of Commissioners may appeal from such decision to the Superior Court of Lumpkin County or as otherwise allowed by law.
6. Appeals of special land use approval decisions:
 - A. The decision of the Board of Commissioners regarding SLUA decisions shall be considered the "final decision."
 - B. Any person aggrieved by a final decision of the Board of Commissioners may appeal from such decision to the Superior Court of Lumpkin County or as otherwise allowed by law.

Secs. 27-8.1.11—27-8.1.15 Reserved.

ARTICLE IX - ADMINISTRATION AND ENFORCEMENT

Sec. 27-9.1.1 Schedules and fees.

The Lumpkin County Board of Commissioners will adopt fees for the issuance of permits, the submission of applications, and such other activities by this chapter to cover the costs of administering these activities. The Board of Commissioners may also adopt schedules of dates, times, and places as appropriate to regulate the application, review and hearing processes required by this chapter. All such information will be published in writing and available through the Planning Department.

Sec. 27-9.1.2 Nonconforming uses.

A nonconforming use is a land use that does not comply with the requirements of this chapter, but which was lawfully established prior to the adoption, revision, or amendment of the provisions of this chapter that the use violates. A nonconforming use shall be allowed to maintain the violation of this chapter provided that:

1. The nonconforming use shall not be changed to another use without coming into compliance with this chapter.
2. The nonconforming use shall not be reestablished if it is at any time removed from the property or discontinued for two years or more, unless the premises are under a continuing lease but are unoccupied by the nonconforming use, regardless of the intent of the owner or occupier to resume the nonconforming use.
3. If a nonconforming use was lawfully established in a character area that is subsequently amended to require a SLUA for such use, the existing use shall not be subject to the provisions of this

subsection, and therefore the owner shall submit the plans and documentation required to obtain a SLUA.

4. The repair or restoration to a safe condition of any nonconforming structure or part thereof declared to be unsafe by an official charged with protecting the public safety or health shall be allowed upon order of such official and shall not affect its status as a nonconforming use.

Sec. 27-9.1.3 Inspections and enforcement.

1. Any person or party violating the terms of the provisions of this chapter may be subject to an enforcement action through criminal, civil, and administrative proceedings.
2. Any county official charged with enforcement of these ordinances by the Board of Commissioners, including members of the Planning Department, the building inspector, environmental officer, the county engineer, or other such officials, shall be authorized to conduct investigations reasonably necessary to enforce the provisions of this chapter.
3. While investigating potential violations of this chapter or conducting inspections to ensure compliance, officials charged with enforcement of this chapter, may enter private property at reasonable times. No person shall refuse entry or access to any authorized representative or agent of the County who presents appropriate credentials, who requests entry for an inspection or as part of an investigation. Nor shall any person obstruct, hamper, or interfere with any such official or their inspection.
4. Each day a property is not in compliance with the provisions of this chapter shall constitute a separate violation of this ordinance. A property may be cited with up to ten citations per day.
5. If there is ongoing construction or other work being performed when a violation of this chapter is discovered, a stop work order may be issued prohibiting further work on the site.
 - A. A stop work order may be issued in addition to any citation or other penalty issued for the violations.
 - B. The stop work order may be served on the same or separate form from the civil or criminal citation. If it is served separately, the form shall note the same information contained on the criminal or civil citation.
 - C. A stop work order shall not prohibit the stabilization of a site to prevent erosion or damage to the site or other properties, if such work is approved by the Planning Department or the citing official.
6. Any official authorized to enforce the requirements of this chapter may issue a criminal or civil citation for violations of it and stop work orders as appropriate.
 - A. An original citation signed by the issuing official shall be served on the owner of the property or his or her authorized representative, a corporate officer, or person responsible for operation of the site.
 - B. After service of the citation, a copy shall be promptly filed with the magistrate court of Lumpkin County.
 - C. The citation shall state:
 - I. The alleged offence.

- II. The time and place the accused is to appear in court, or information concerning how to determine the court date.
 - III. The identity of the accused.
 - IV. Person upon whom the citation was served.
 - V. Date of service of the citation.
 - VI. Identity and signature of the issuing officer.
 - VII. Contact information of the office charged with prosecuting the offense.
- D. Fines shall be assessed according to the following schedule:
- I. The maximum permissible fine shall be \$1,000.00 per offense.
 - II. For the first violation of any provision of this chapter by any violator, the fine shall be \$250.00.
 - III. For the second violation of any provision of this chapter, whether the same or different as the first violation, by the same violator, the fine shall be \$500.00.
 - IV. For the third and subsequent violation of any provision of this chapter, whether the same or different as the prior two violations, by the same violator, the fine shall be \$750.00.
 - V. If in the judgment of the citing officer, the Planning Department, or the relevant court the violation is severe, or other aggravating circumstances exist, such as multiple violations of numerous provisions of this chapter on the same property, the citation may indicate aggravating circumstances exist, and state those circumstances. The fine shall be doubled in such cases, if the determination of aggravating circumstances is upheld, to a maximum of \$1,000.00.
 - VI. Repeated citations for the same violation on a second and subsequent days shall not count as a subsequent violation, but shall rather be assessed at the same rate as the initial violation. Multiple violations on the same day shall also be assessed at the same level. For junk vehicle parking and similar violations where each vehicle is in violation of this chapter, there shall only be a single violation assessed against the property per day, regardless of the number of vehicles in violation.
- E. Persons cited criminally may be subject to:
- I. Incarceration of up to 60 days in jail.
 - II. Community service of up to 250 hours, which must be performed in one year from the issuance of the final sentence.
7. Whenever the building official finds any work regulated by this chapter being performed in a manner contrary to the provisions of this chapter or in a dangerous or unsafe manner, the building official is authorized to issue a stop work order.

Sec. 27-9.1.4 Liability.

- 1. Neither the approval of a plan under the provisions of this chapter, nor the issuance of a permit, nor the compliance with provisions of this chapter, shall relieve any person from the responsibility

for damage to any person or property otherwise imposed by law nor impose any liability upon the county for damage to any person or property.

2. No provision of this chapter shall permit any persons to violate any state or federal law, including the Georgia Erosion and Sedimentation Act of 1975, O.C.G.A. § 12-7-1 et seq., as amended, the Georgia Water Quality Control Act, O.C.G.A. § 12-5-20 et seq., or the rules and regulations promulgated and approved under such laws or pollute any waters of the state as defined by said acts.

Secs. 27-9.1.5—27-9.1.10 Reserved.



Lumpkin County, Georgia

Public Works Department

Date: April 19, 2022

Agenda Item: County Acceptance of Roads in Crooked Creek Subdivision

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

Facts & Historical Information:

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

Road information:

Road Name: Crooked Creek Dr

Length= 0.98 mi.

Right of way width = 50

Turn around r/w radius= 50 ft

Road Name: Wild Turkey Trl

Length= 0.41 mi.

Right of way width = 50

Turn around r/w radius= 50 ft

Road Name: Deer Ridge Trl

Length= 0.23 mi.

Right of way width = 50

Turn around r/w radius= 50 ft

Road Name: High Creek Dr

Length= 0.34 mi.

Right of way width = 50

Turn around r/w radius= 50 ft

Road Name: White Oak Trl N

Length= 0.20 mi.

Right of way width = 50

Turn around r/w radius= 50 ft

Road Name: White Oak Trl S

Length= 0.09 mi.

Right of way width = 50

Turn around r/w radius= 50 ft

Road Name: Oak Springs Trl N

Length= 0.13 mi.

Right of way width = 50

Turn around r/w radius= 50 ft

Road Name: Oak Springs Trl S

Length= 0.15 mi.

Right of way width = 50

Turn around r/w radius= 50 ft

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

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

Lumpkin County Resolution No. 2022 -22

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

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

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

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

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

Road Name: Crooked Creek Drive

Length= 0.98 mi.

Right of way width = 50

Turn around r/w radius= 50 ft

Road Name: Wild Turkey Trail

Length= 0.41 mi.

Right of way width = 50

Turn around r/w radius= 50 ft

Road Name: Deer Ridge Trail

Length= 0.23 mi.

Right of way width = 50

Turn around r/w radius= 50 ft

Road Name: High Creek Drive

Length= 0.34 mi.

Right of way width = 50

Turn around r/w radius= 50 ft

Road Name: White Oak Trail N

Length= 0.20 mi.

Right of way width = 50

Turn around r/w radius= 50 ft

Road Name: White Oak Trail S

Length= 0.09 mi.

Right of way width = 50

Turn around r/w radius= 50 ft

Road Name: Oak Springs Trail N

Length= 0.13 mi.

Right of way width = 50

Turn around r/w radius= 50 ft

Road Name: Oak Springs Trail S

Length= 0.15 mi.

Right of way width = 50

Turn around r/w radius= 50 ft

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

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

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

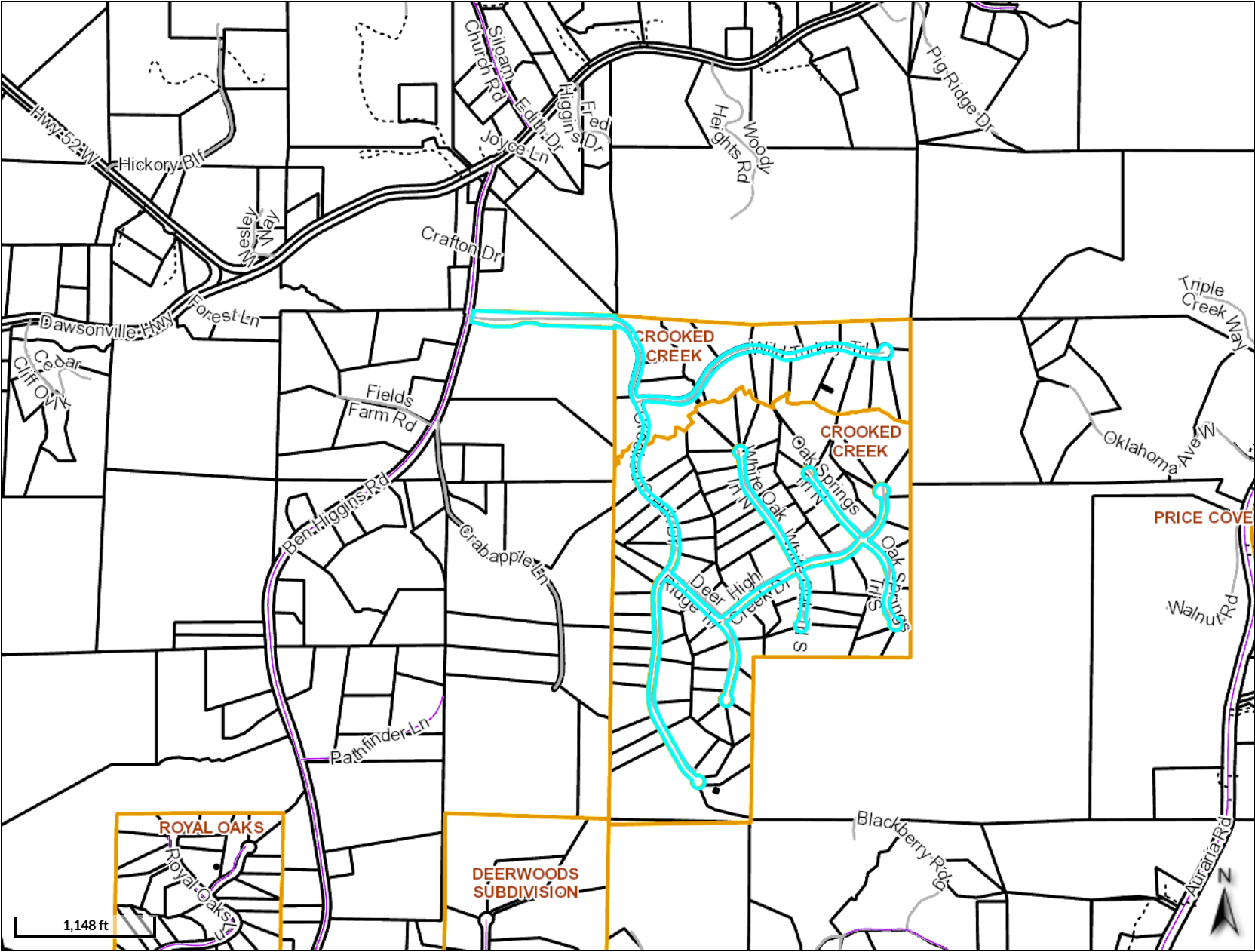
Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:

Crooked_Creek_Subdivision_map
2022-03-30 12-52

Crooked Creek Subdivision map



Overview



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

Final Plat Submittal Application

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

Total length of road within the development _____

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

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

11/09/2004 10:55 7060677272

LUMPKIN COUNTY PLAT II

PAGE 03/03

Final Plat Submittal Application

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

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

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

Total length of road within the development 3 miles

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

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

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

PAID
 11/15/04
 118

Attachment: 2022-03-30 12-52 (2022 - 22 : County Acceptance of Roads in Crooked Creek Subdivision)



Lumpkin County, Georgia

Finance Department

Date:	April 19, 2022
Agenda Item:	April Surplus Property
Item Description:	April Surplus Property. Consideration of list of County inventory items to be declared surplus.
Facts & Historical Information:	The item(s) on the attached sheet are no longer used or needed by County departments and need to be declared surplus to legally be removed from the County's asset listing and disposed of via sale or disposal at the Transfer Station. Historically, items have been sold via GovDeals, an online auction site. Each County Department or Constitutional Officer has the opportunity to review the items to see if their respective department/office has use of any item prior to placement on the surplus list and subsequent presentation to the Board of Commissioners.
Potential Courses of Action:	A) Approve surplus list items for sale. Any unsold items will be disposed of in accordance with O.C.G.A. B) Keep the items in County inventory.
Budget Impact:	Selling the items on GovDeals would generate additional unbudgeted revenue for the county. The dollar amount is unknown due to GovDeals being a bid/auction site. Keeping the unused items will not generate revenue and will result in staff having to find a location to store the items.
Staff Recommendation:	The recommendation of staff is surplus the item listed and sell on the GovDeals.com website. Staff also recommends any unsold item(s) or items noted as scrap be disposed of at the Transfer Station or sold for scrap with the funds generated deposited into the General Fund.

LUMPKIN COUNTY RESOLUTION NO. 2022 –23

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

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

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

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

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

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

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

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

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:

Copy of SURPLUS REQUEST FORM 04 05 2022

Exhibit "A"

SURPLUS REQUEST LIST DATED 04/05/22

[illegible]



Lumpkin County, Georgia

Community and Employee Services Department

Date:	April 19, 2022
Agenda Item:	Resolution to Adopt Amended and Restated ACCG 401(a) Defined Contribution Plan for LC Employees
Item Description:	Resolution to Adopt Amended and Restated ACCG 401(a) Defined Contribution Plan for LC Employees. Request for the BOC to Approve a Defined Contribution Retirement Plan Restatement.

Facts & Historical Information:

The IRS requires all qualified retirement plans (a retirement plan established by an employer that is designed to provide retirement income to designated employees and their beneficiaries, which meets certain IRS Code requirements in terms of both form and operation) to update their plan documents to reflect legislative and regulatory changes. Some updates are made during the normal course of business through plan amendments, but others require more substantial rewriting of plan documents through a formal process known as a “plan restatement.” Plan restatements are required by the IRS and are not optional. These restatements are typically on a six-year cycle, but different plans are on varying cycles. ACCG Retirement tracks the need for restatements and has prepared our Defined Contribution Plan restatement and asks that the Board of Commissioners approve the restatement.

Potential Courses of Action:

- A. Approve the resolution for the plan restatement.
- B. Choose not to approve the restatement.

Budget Impact:

There is no cost for this restatement.

Staff Recommendation:

Course of Action A.

**RESOLUTION TO ADOPT
AMENDED AND RESTATED
ACCG 401(a) DEFINED CONTRIBUTION PLAN
FOR LUMPKIN COUNTY EMPLOYEES**

WHEREAS, Lumpkin County, Georgia (the “Employer”) has previously adopted the Association County Commissioners of Georgia (ACCG) 401(a) Defined Contribution Plan for Lumpkin County Employees (the “Plan”) through an Adoption Agreement;

WHEREAS, ACCG has appointed a Defined Contribution Plan Program Board of Trustees (the “DC Board”) pursuant to the ACCG Defined Contribution Plan Program Master Trust Agreement (the “Master Trust”), to oversee Plan administration, Plan documentation and to select investment options for investment of the assets of the Plan;

WHEREAS, ACCG has amended and restated the ACCG 401(a) Defined Contribution Plan Document and the accompanying Adoption Agreement to reflect changes in applicable law and has obtained Internal Revenue Service (IRS) preapproval for the amended and restated ACCG 401(a) Defined Contribution Plan Document and Adoption Agreement (the “2020 IRS Pre-Approved Plan Documents”); and

WHEREAS, the Employer desires to amend and restate its Plan by adopting the 2020 IRS-Preapproved Plan Documents.

NOW THEREFORE, at a meeting held on the 19 day of April, 2022, the Lumpkin County Board of Commissioners hereby resolves as follows:

RESOLVED that the Lumpkin County Board of Commissioners hereby approves the adoption of the attached amended and restated ACCG 401(a) Defined Contribution Plan for Lumpkin County Employees, consisting of the ACCG Basic Plan Document and the accompanying Adoption Agreement which reflects the elections made by the Employer under the provisions of the amended and restated Plan.

FURTHER RESOLVED that, except as otherwise specifically provided therein, the effective date of the amended and restated Plan shall be January 1, 2022.

FURTHER RESOLVED that the Commission Chair is hereby authorized, empowered, and directed to take all further actions and to execute all documents necessary to implement these resolutions.

FURTHER RESOLVED that any resolution in conflict with this resolution is hereby repealed.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:

Summary of Default Elections in Restated Adoption Agreement

SUMMARY OF DEFAULT ELECTIONS
IN RESTATED ACCG DC ADOPTION AGREEMENT

1. Section 2.17 Eligible Employee; Eligibility of Grant-Funded Employees (p. 2) – The new Adoption Agreement lists “Grant-funded Employees” and allows the Employer to indicate if grant-funded employees are treated differently than other “Eligible Employees Other Than Elected Officials.” The default election is to treat grant-funded employees the same as “Eligible Employees Other Than Elected Officials.” Please contact ACCG before signing the Adoption Agreement if you wish to change this election.
2. Section 2.17 Eligible Employee; Eligibility of Chief and Assistant Magistrate Judge (p. 3) – The new Adoption Agreement includes an election to include or exclude the Chief Magistrate Judge and any Assistant Magistrate Judge. The default election under the new Adoption Agreement is to include the Chief Magistrate Judge if “Magistrate Judge” is included under the current Adoption Agreement and to exclude the Chief Magistrate Judge if “Magistrate Judge” is excluded under the current Adoption Agreement. The default election under the new Adoption Agreement is to exclude any Assistant Magistrate Judge. Please contact ACCG before signing the Adoption Agreement if you wish to change these elections.
3. Section 2.61 Year of Service; Adjustments to Years of Service for Eligibility (p. 6) – The new Adoption Agreement includes an election to exclude Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of eligibility to participate after a Reemployment Commencement Date. The default election under the new Adoption Agreement is to include such Service. Please contact ACCG before signing the Adoption Agreement if you wish to change this election.
4. Section 2.61 Year of Service; Adjustments to Years of Service for Vesting (p. 7) – The new Adoption Agreement includes an election to exclude Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of becoming vested in amounts accrued after an Employee’s Reemployment Commencement Date. The default election under the new Adoption Agreement is to exclude such Service. Please contact ACCG before signing the Adoption Agreement if you wish to change this election.
5. Section 3.06 Election Not to Participate (p. 9) – The new Adoption Agreement includes an election to allow Eligible Employees to opt out of participating in the Plan. In keeping with the practice of most ACCG DC Program participating employers, the default election is not to allow Eligible Employees to opt out of participating in the Plan, i.e., participation is automatic for employees who satisfy the eligibility requirements. Please contact ACCG before signing the Adoption Agreement if you wish to change this election.
6. Section 6.04 In-Service Withdrawals (p. 14) – The new Adoption Agreement includes an election to permit in-service withdrawals from the Plan. The default election is not to permit in-service withdrawals (i.e., no withdrawal until Severance from Employment). If in-service withdrawals are to be permitted, the Employer must specify the conditions for such withdrawal in the Adoption Agreement. Please contact ACCG before signing the Adoption Agreement if you wish to change this election.
7. Section 7.01 Death Benefits (p. 15) – The new Adoption Agreement includes an election with respect to death benefit payment forms. The default election is to allow death benefits to be paid in any form permitted under the Plan for Participants. Please contact ACCG before signing the Adoption Agreement if you wish to change this election.
8. Section 8.05 Participant Consent to Distributions (p. 15) – The new Adoption Agreement includes an election to require cash-out of small accounts without the consent of the Participant or Beneficiary. The default election is not to mandate cash-outs of small accounts without the consent of the Participant or Beneficiary. If the Employer elects to require small account cash-outs without consent, the Employer must also elect the small account cash-out limit in Section 8.05 of the Adoption Agreement.



Lumpkin County, Georgia

Development Authority Department

Date: April 19, 2022

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

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

Facts & Historical Information:

Potential Courses Of Action:

Contract Term:

Budget Impact:

Staff Recommendation:

Attachments:
Windstream Agreement - FINAL 04.15.2022

**AGREEMENT
BETWEEN
THE LUMPKIN COUNTY BOARD OF COMMISSIONERS
AND
WINDSTREAM SERVICES, LLC**

The Lumpkin County Board of Commissioners (the “Lumpkin County”) and Windstream Services, LLC, on behalf of itself and its applicable subsidiaries, (“Windstream Communications” or “Windstream”) have entered into a Covered Partnership in order to submit an application to the U.S. Department of Commerce for the National Telecommunications and Information Administration (NTIA) Broadband Infrastructure Program (BIP).

The term “covered partnership” means a partnership between: (A) a State, or one or more political subdivisions of a State; and (B) a provider of fixed broadband service.

The term “Covered Broadband Project(s)” is defined by the BIP as a “competitively and technologically neutral project for the deployment of fixed broadband service that provides qualifying broadband service in an eligible service area.”

For the NTIA BIP application, Lumpkin County serves as the Lead Applicant and recipient of the NTIA grant with Windstream named as the Subrecipient for a proposed project to deliver gigabit-speed broadband service to 5,654 locations in Lumpkin County. The period of performance for the project covers a 1-year period of 03/01/2022-02/28/2023.

Lumpkin County received the Form CD-450, Financial Assistance Award, dated February 25, 2022 (hereinafter sometimes referred to as Form CD-450, or Award) from The National Institute of Standards and Technology (NIST), servicing the NTIA BIP, to enter into Grant number 13-08-I2210 with Lumpkin County to support the work described in the proposal entitled “Broadband Build Out in County of Lumpkin” dated 8/17/21 and any revisions thereafter. The Form CD-450, further identified with Federal Award ID 13-08-I2210, outlines required Award provisions Lumpkin County must comply with to accept the Award. The Form CD-450, further identified with Federal Award ID 13-08-I2210, is incorporated herein by reference and made a part hereof. Lumpkin County must accept the award within 30 days of receipt of the Form CD-450 or the Grants Officer may unilaterally withdraw the Award offer.

In consideration of the mutual benefits accruing to each party, and in order to induce Lumpkin County to accept the Award offer, the parties agree as follows:

Construction of Project. Windstream will work in good faith to complete the Covered Broadband Project described in the proposal entitled “Broadband Build Out in County of Lumpkin” dated 8/17/21 and any revisions thereafter per the BIP rules and barring any request from the parties for an extension of time due to unforeseen delays not intentionally caused by either Windstream or Lumpkin County, including but not limited to acts of God, weather-related events, lack of ability to procure necessary supplies due to global or national supply chain shortages, impacts or effects of pandemics or epidemics on labor needs or goods and services needed to finalize the Covered Broadband Project. Subject to any utilities or any other party lawfully occupying Lumpkin County’s rights-of-way, Windstream shall have the right to enter upon, over, across and along any present public rights-of-way of Lumpkin County for completion of the Covered Broadband Project. To the extent possible, Lumpkin County will assist Windstream in securing any additional easements or right-

of-way agreements necessary for the Covered Broadband Project in an efficient and timely manner, and at a commercially reasonable cost. However, nothing contained in this provision shall be construed as requiring Lumpkin County to purchase any additional rights-of-way or for Lumpkin County to use or exercise its powers of eminent domain to acquire any easements or rights-of-way.

Monetary Contributions/Federal and Non-Federal Cost Sharing. The estimated cost of the project is \$12,795,448, which shall be funded by the grant from NTIA BIP in the amount of \$8,154,539 and contribution/matching funds from Windstream in the amount of \$4,640,909. Windstream's cost share commitment is a binding requirement under the Award. The cost sharing ratio for this award is 63.73% Federal share and 36.27% Non-Federal share.

Windstream agrees to contribute matching funds in the amount of \$4,640,909 as required by the Award.

Windstream agrees to comply in whole with the above referenced Form CD-450, further identified with Federal Award ID 13-08-I2210, and all Award provisions identified therein.

Windstream agrees to coordinate and cooperate with Lumpkin County's third-party broadband consultant, who shall be selected by Lumpkin County within 30 calendar days of the Award.

During the construction of the project, Windstream shall submit documentation of eligible reimbursable expenses for work completed to Lumpkin County on a quarterly basis, or such other time frame mutually agreed upon by the parties, for verification and approval by Lumpkin County's third-party broadband consultant. Upon approval of Lumpkin County's third-party broadband consultant, Lumpkin County shall reimburse Windstream for eligible project expenses for work completed within thirty (30) days of receipt of funds from the NTIA, unless a longer or shorter timeframe is required by BIP rules.

Lumpkin County agrees that Windstream may transfer its rights or obligations under this agreement to an Affiliate that is authorized to provide telecommunications services within the State of Georgia without being required to obtain Lumpkin County's prior consent. For purposes of this Agreement, an Affiliate is any legal entity that owns, is owned by, or is commonly owned with a party. "Own" means having more than 50% ownership or the right to direct the management of the entity.

Windstream will provide Lumpkin County in a timely manner with such information that is in Windstream's possession that is necessary for Lumpkin County to fulfill its reporting requirements in accordance with the BIP rules.

Operation, Maintenance, and Ownership. Windstream retains ownership of the network comprising the Covered Broadband Project and will, at its sole expense, maintain the network associated with the Covered Broadband Project (i) in accordance with prudent industry practice; and (ii) in a manner which complies with all federal and state utility commission delivery standards and this Agreement. Windstream shall be the broadband service provider to any end users serviced via the network comprising the Covered Broadband Project and will be responsible for all billing, customer care, and other functions with no responsibility transferring to Lumpkin County for the provision of services. Lumpkin County agrees that it will have no ownership right or interest in any part of the Covered Broadband Project and hereby irrevocably grants, sells, transfers, conveys, sets over, and assigns any interest that it may have or may in the future obtain in the Covered Broadband Project to Windstream.

Baseline Project Plan. Windstream shall submit a baseline project plan and details regarding output and outcomes from the project to Lumpkin County within 45 days of the final approvals from NEPA in a format acceptable to the Federal Program Officer.

Six-Month Expenditure Plan. Windstream shall work with Lumpkin County and the third-party broadband consultant to submit a six-month expenditure plan required by Terms 9 and 10 of the General Terms and Conditions for NTIA BIP. Until the plan is submitted and approved by the Grants Officer, Lumpkin County may not draw down federal award funds.

No Duplication of Federal Funding. Windstream agrees no federal funds may be used to duplicate costs, services, connections, facilities, or equipment that have been authorized through another federal program. To the extent that a BIP project is later deemed to include duplicate funding from another federal program, the NIST Grants Office and NTIA reserve the right to disallow the costs associated with the duplication of federal funds or service and/or to reallocate the funds to allowable activities within the project

No Overbuilds with Federal Funding. Windstream agrees no federal funds may be used to duplicate costs, services, connections, facilities, or equipment in an area where another broadband service provider has deployed qualifying broadband service. To the extent that a Broadband Infrastructure Program project is later found to use grant funds to deploy broadband infrastructure to an area already receiving qualifying broadband service, the NIST Grants Office and NTIA reserve the right to disallow the costs associated with the services, connections, facilities or equipment and/or to reallocate the funds to allowable activities within the project.

Instructions for Lower Tier Participants, including Subrecipients, outlined in the NTIA BIP NOFO.

- a. By submitting and entering into this Agreement and accepting federal funding, Windstream (the prospective lower tier participant) is providing the certification set out below and agrees to comply with the requirements of 2 C.F.R. Parts 180, 1200 and 1326.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 C.F.R. Parts 180, 1200 and 1326.
- e. The prospective lower tier participant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, debarred, suspended, declared Notice of Funding Opportunity – 21 ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- f. The prospective lower tier participant further agrees that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 C.F.R. Parts 180 and 1200.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph (e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Entire Agreement/Modifications/No Waiver. This Agreement represents the entire agreement of the parties with respect to the subject matter and supersedes all other agreements, written or oral, between the parties relating to the BIP. This Agreement may only be modified by written agreement of both parties. No term herein shall be deemed waived or breach or default excused unless in writing and signed by the party against which it is to be enforced. Additionally, no consent by a party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to or waiver of, any subsequent breach or default.

Partial Invalidity. If any provision of this Agreement shall be held to be invalid or unenforceable (either under current law or in the future), the parties shall renegotiate the relevant invalid or unenforceable provision of the Agreement.

Relationship of Parties. This Agreement shall not be deemed to create any joint venture between Windstream and Lumpkin County. The parties are independent contractors and shall not be deemed to have any other relationship. Neither party shall have, or hold itself out as having, the power or authority to bind or create liability for the other by its intentional or negligent act.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

Windstream certifies, by execution of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any federal department or agency.

This agreement shall remain in place until the project is completed and all Award requirements are met.

Lumpkin County Board of Commissioners:

By:

Chris Dockery, Chairman

Date: _____

Windstream Services LLC:

By:

Tony Thomas, President & CEO

Date: _____

Attachment: Windstream Agreement - FINAL 04.15.2022 (2022-015 : Agreement between Lumpkin County Board of Commissioners and



Lumpkin County, Georgia

Public Works Department

Date:	April 19, 2022
Agenda Item:	Disaster Debris Monitoring Contract - Thompson Consulting Services, LLC
Item Description:	Disaster Debris Monitoring Contract - Thompson Consulting Services, LLC. Extend contract with Thompson Consulting Services, LLC for an additional year.
Facts & Historical Information:	During the clean-up for Hurricane Irma it was determined that it took at a minimum 6 road department staff members to monitor the debris clean-up. This cut the staff that was available to do road maintenance for nearly 6 months. It was determined that this work should be contracted out and FEMA would pay for up to 85% of the cost. Staff released a R.F.Q., received 4 proposals and awarded 2 contracts for debris monitoring in 2019. The contracts have an option to extend for an additional 3 years. In 2021 the contract was extended for 1 year to December 31, 2021. This request is to extend the contract for a second time.
Potential Courses Of Action:	A) Extend the contract for an additional year ending December 31, 2022 B) Do not extend the contract and rebid. C) Do not extend the contract and do debris monitoring in house.
Budget Impact:	There will be no impact on the budget unless there is a declared disaster and the contractor is issued a notice to proceed. If that happens, FEMA will reimburse the county for up to 85% of the costs.
Staff Recommendation:	The recommendation of staff is COA A, extend the contracts to December 31, 2022.
Attachments:	Disaster Debris Monitoring Contract - Thompson Consulting Services 2022 Thompson Consulting exhibit a

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

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

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

A. Scope of Work and Payment:

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

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

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

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

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

The Consultant will, at no cost to the County:

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

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

III. DEBRIS MONITORING AND ADMINISTRATION

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

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

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

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

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

incurred and reconcile debris collection and Consultant invoices.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Services include:

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

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

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

Services include:

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

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

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

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

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

Services include:

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

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

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

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

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

a. Pre-event

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

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

b. Post-event

The listed services performed by the Consultant must include:

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

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

J. OTHER RELATED SERVICES

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

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

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

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

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

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

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

hauled.

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: Alan Ours, County Manager
 99 Courthouse Hill, Ste H
 Dahlonega, Georgia 30533.

N. Term of Contract:

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

Lumpkin County:**Consultant:**

Thompson Consulting Services, LLC

 Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

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

Attest:

 Melissa Z. Witcher, Lumpkin County Clerk

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.

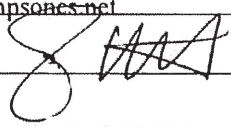
ITEM #	POSITIONS	HOURLY RATES	HOURS*	TOTAL
1.	Project Manager	\$ 67.00	40	\$ 2,680.00
2.	Data Manager	\$ 55.00	10	\$ 550.00
3.	Cost Recovery Specialist	\$ 95.00	4	\$ 380.00
4.	Field Supervisors	\$ 49.00	70	\$ 3,430.00
5.	Fixed Site Monitors	\$ 35.00	67	\$ 4,900.00
6.	Environmental Specialist	\$ 62.00	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@thompsonsnet

AUTHORIZED SIGNATURE: 

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



Lumpkin County, Georgia

Public Works Department

Date:	April 19, 2022
Agenda Item:	Disaster Debris Monitoring Contract - Goodwyn Mills Cawood, LLC
Item Description:	Disaster Debris Monitoring Contract Goodwyn Mills Cawood, LLC. Extend contract with Goodwyn Mills Cawood, LLC for an additional year.
Facts & Historical Information:	During the clean-up for Hurricane Irma it was determined that it took at a minimum 6 road department staff members to monitor the debris clean-up. This cut the staff that was available to do road maintenance for nearly 6 months. It was determined that this work should be contracted out and FEMA would pay for up to 85% of the cost. Staff released a R.F.Q., received 4 proposals and awarded 2 contracts for debris monitoring in 2019. The contracts have an option to extend for an additional 3 years. In 2021 the contract was extended for 1 year to December 31, 2021. This request is to extend the contract for a second time.
Potential Courses Of Action:	A) Extend the contract for an additional year ending December 31, 2022 B) Do not extend the contract and rebid. C) Do not extend the contract and do debris monitoring in house.
Budget Impact:	There will be no impact on the budget unless there is a declared disaster and the contractor is issued a notice to proceed. If that happens, FEMA will reimburse the county for up to 85% of the costs.
Staff Recommendation:	The recommendation of staff is COA A., extend the contracts to December 31, 2022.
Attachments:	Disaster Debris Monitoring Contract - GMC 2022 Final Goodwyn Mills Cawood exhibit a

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

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

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

A. Scope of Work and Payment:

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

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

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

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

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

The Consultant will, at no cost to the County:

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

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

III. DEBRIS MONITORING AND ADMINISTRATION

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

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

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

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

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

incurred and reconcile debris collection and Consultant invoices.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Services include:

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

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

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

Services include:

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

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

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

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

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

Services include:

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

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

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

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

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

a. Pre-event

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

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

b. Post-event

The listed services performed by the Consultant must include:

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

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

J. OTHER RELATED SERVICES

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

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

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

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

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

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

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

hauled.

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

and to Lumpkin County at the following address:

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

N. Term of Contract:

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

Lumpkin County:**Consultant:**

Goodwyn Mills Cawood, LLC

 Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

 By: Robert Ramsey
 Title: Executive Vice President

Attest:

 Melissa Z. Witcher, Lumpkin County Clerk

HOURLY RATE SCHEDULE

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

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

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

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

CONTACT PERSON: Robert Ramsey

EMAIL ADDRESS: robert.ramsey@gmcnetwork.com

AUTHORIZED SIGNATURE: Robert Ramsey

* indicates roles that are covered by other positions.



Lumpkin County, Georgia

Senior Center Department

Date:	April 19, 2022
Agenda Item:	Deanna, Inc. DHS Coordinated Transportation SFY2022 – Congregate Transportation
Item Description:	Deanna, Inc. DHS Coordinated Transportation SFY2022 – Congregate Transportation. For the period July 1, 2021 to June 30, 2022, it is requested that the Lumpkin County Board of Commissioners enter into a contract with Deanna Specialty Transportation, Inc. for congregate transportation (for participants of the Congregate Nutrition Program). The projected payment amount for SFY 2022 is \$52,000.00.
Facts & Historical Information:	Until June 30, 2013, Legacy Link, Inc. provided federal and state funds to Lumpkin County to enable the Senior Center to operate a vehicle for transporting seniors to and from the center for the congregate nutrition and activity programs. Additionally, these funds allowed for taking congregate participants on off-site trips, to shopping, errands and medical appointments. Effective July 1, 2013, the Georgia Department of Human Services (GADHS) began funding congregate transportation with funds designated for Coordinated Transportation. For SFY 2022, Deanna Specialty Transportation, Inc. is the winning bidder selected by GADHS to administer funds and ensure that Lumpkin County Senior Center is in compliance with vehicle standards and safe operation in accordance with GADHS policies.
NOTE:	<u>Explanation of timing of this contract:</u> This contract covers the period of July 1, 2021 to June 30, 2022. The contract was originally received by the Senior Center the 2nd week of October, 2021. Since then, the contract has been sent back three times to Deanna Specialty Transportation, Inc. to correct errors. This final contract was received mid-March, 2022, and too late to get it on the March agenda. <u>Finance is receiving monthly reimbursement payments in a timely manner.</u>
Potential Courses Of Action:	A. Submit an approved and signed contract. B. Do not submit an approved and signed contract.
Comparison:	If Course A is chosen, Lumpkin County congregate transportation service will continue to be provided to Senior Center Congregate Clients for the period July 1, 2021 through June 30, 2022. If Course B is chosen, Lumpkin County risks losing some or all of its funding for the current cycle (the current funding cycle began on July 1, 2021).

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

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

Attachments:

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

AGREEMENT

for Department of Human Services (DHS) Coordinated Transportation Services

AGREEMENT BETWEEN:

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

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

WITNESSETH:

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

AND

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

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

1. Purpose:

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

2. Agreement Term:

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

3. Services to Be Provided:

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

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

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

4. Training:

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

5. Drug and Alcohol Testing:

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

6. Information:

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

7. Monitoring and Inspection

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

8. Payment:

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

9. Fee Schedule:

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

Total Budget \$52000.00

10. Invoicing:

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

11. Termination Without Cause:

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

12. Amendments

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

13. Compliance With Law:

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

14. Equal Opportunity:

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

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

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

15. Non Availability of Funds:

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

16. Force Majeure:

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

17. Entire Agreement:

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

18. Applicable Law:

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

19. Severability:

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

20. Waiver of Agreement:

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

21. No Third Party Rights:

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

22. Sovereign Immunity:

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

23. Notices:

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

Contractor's Address for Official Correspondence

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

DST's Address for Official Correspondence

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

[SIGNATURES ON FOLLOWING PAGE]

Lumpkin County, Board of Commissioners Attest:

Signature

Signature

Print Name

Print Name

Title

County Clerk

Title

Date

[COUNTY SEAL]

Deanna Specialty Transportation, Inc.

Attest:



Signature



Signature

Shawn Thomas

Print Name



Print Name

CEO.,

Title

Corporate Secretary

Title

September 30, 2021

Date

[CORPORATE SEAL]



Lumpkin County, Georgia

Finance Department

Date: April 19, 2022

Agenda Item: Inmate Medical Contract

Item Description: Inmate Medical Contract

Facts & Historical Information:

Potential Courses Of Action:

Contract Term:

Budget Impact:

Staff Recommendation:

Attachments:
ContractHealth

HEALTH SERVICES AGREEMENT

THIS HEALTH SERVICES AGREEMENT (hereinafter referred to as “AGREEMENT”) by and between the LUMPKIN COUNTY, GEORGIA (hereinafter referred to as “COUNTY”) and CORRECTHEALTH LUMPKIN, LLC (hereinafter referred to as “COMPANY”), is entered into to be effective as set forth in Paragraph 6.1, below.

WITNESSETH:

WHEREAS, COUNTY is charged by law with the responsibility for obtaining and providing reasonably necessary medical care for inmates or detainees of the Lumpkin County Jail (hereinafter referred to as the “JAIL”); and,

WHEREAS, COUNTY desires to provide for health care to inmates in accordance with applicable law; and,

WHEREAS, the COUNTY desires to enter into this Agreement with COMPANY to promote this objective; and,

WHEREAS, COMPANY is in the business of providing correctional healthcare services under contract and desires to provide such services for the COUNTY under the express terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made, the parties hereto agree as follows:

ARTICLE I: HEALTH CARE SERVICES

- 1.1 General Engagement. COUNTY hereby contracts with COMPANY to provide healthcare services to inmates in the physical custody of the JAIL. This care is to be delivered to individuals under the custody and control of the JAIL, and COMPANY enters into this Agreement according to the terms and provisions herein.
- 1.2 Scope of General Services. The responsibility of COMPANY for the healthcare of an inmate commences with the commitment of an inmate to the custody of the JAIL. COMPANY shall provide on a regular basis: nursing care, physician / midlevel provider care, mental health care, dental care, electronic health records, tele-health, medication administration, non-capital medical equipment, medical supplies, office supplies, and medical waste disposal, all as more specifically defined in COMPANY’s Proposal in response to COUNTY’s RFP No. 2022-001.
- 1.3 Specialty Care Services. COMPANY will make arrangements with local community providers, facilities, and agencies, including, without limitation, the Georgia Department of Corrections, to ensure that patients receive hospitalization and specialty care, as clinically indicated when this service cannot be provided internally or on-site. COUNTY will be responsible for the cost of all off-site and on-site specialty care, including hospitalizations and dental care).
- 1.4 Transportation Services. To the extent any inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization care and specialty services, the COUNTY will, upon request by COMPANY, its agents, employees or contractors, provide transportation as reasonably available provided that such transportation is scheduled in advance. When medically

necessary, COMPANY shall arrange for emergency ambulance transportation of inmates. COUNTY will be responsible for the cost of all ambulance services.

- 1.5 On-Site Emergency Services. COMPANY shall provide on-site emergency medical care, as medically necessary.
- 1.6 Injuries Incurred Prior to Incarceration; Fit for Confinement; and Escaped Inmates/Detainees. COMPANY will not be financially responsible for the cost of any medical treatment for health care services provided to any inmate prior to the inmate's commitment into the custody of the JAIL or during an escape or escape attempt, including, but not limited to, medical services provided to any arrested person prior to the person's booking and confinement in the JAIL. Furthermore, COMPANY is not financially responsible for the cost of services outside the JAIL for any healthcare treatment or health care services provided to medically stabilize any inmate presented at booking with a life threatening injury or illness or in immediate need of emergency medical care, if said inmate is not in the custody of the JAIL. Once it has been determined by COMPANY's intake medical personnel that the inmate has been medically stabilized, and accepted by COUNTY personnel into the custody of the JAIL, COMPANY will, commencing at that point, then become responsible for the medical treatment for health care services rendered at the JAIL. An inmate shall be considered medically stabilized when the patient's medical condition no longer requires immediate emergency medical care or outside hospitalization, and when any and/or all applicable medical clearances have been provided to the JAIL personnel, so that the inmate can reasonably be housed inside the JAIL. To the extent COMPANY is billed for medical services provided to an individual who is not fit for confinement the COUNTY shall reimburse COMPANY for all such costs. COMPANY shall not charge an additional fee simply to examine an individual to determine if he/she is suitably fit for confinement.
- 1.7 Pregnancy. It is expressly understood that COMPANY shall not be responsible for costs associated with the health care of any infants born to inmates. COMPANY shall provide health care services to inmates up to, though, and after the birth process, but health care services provided to an infant following birth, other than those services that may be delivered in the JAIL prior to transport to a hospital, will not be the financial responsibility of COMPANY. In any event, COMPANY shall not be responsible for the costs associated with the performing or furnishing of elective abortions.
- 1.8 Inmates Outside the JAIL. The health care services contracted in the Agreement are intended only for those inmates in the actual physical custody of the JAIL. This does not include inmates who are under guard in jails or prisons outside of the COUNTY. Such inmates are not to be included in the daily population count. No person(s), including those who are in any outside hospitals who are not under guard, shall be the financial responsibility of COMPANY with respect to the payment or the furnishing of their health care services. Persons in the physical custody of other public safety or other law enforcement/penal jurisdictions at the request of COUNTY are likewise excluded from the population count and are not the responsibility of COMPANY for the furnishing or payment of health care services.

The cost of medical services provided to inmates who become ill or are injured while on such temporary release, work release, or escape status will not be the responsibility of COMPANY. However, inmates on work detail who are supervised by County personnel and become injured will be the responsibility of COMPANY as long as they are returned to the JAIL to be treated by COMPANY personnel. These inmates will be part of the daily census count.

- 1.9 Elective Medical Care. COMPANY is not responsible for providing elective medical care to inmates. For purposes of the Agreement, “elective medical care” means medical care, which, if not provided, would not cause definite harm to the inmate’s well-being. COUNTY must review any referral of inmates for elective medical care prior to provision of such services.
- 1.10 Forensic Services. COMPANY will not perform body cavity searches nor collect physical evidence (blood, hair, semen, saliva, etc.).
- 1.11 Long Term Care. COMPANY shall not be responsible for the provision or cost of any long term care facility services. In the event that an inmate requires skilled care, custodial care or other services of a long term care facility, COMPANY shall not bear the cost.
- 1.12 Services Not Listed. Both Parties understand and agree that there will be costs incurred for health care related services as outlined in this Agreement. COMPANY shall not be responsible for any expenses not specifically covered in this Agreement. In the event that any of the health care services not listed within this Agreement are required for an inmate as a result of the medical judgment of a physician or COMPANY authorized personnel, COMPANY shall not be responsible for arranging such services and the cost of such services shall be billed directly to the COUNTY.
- 1.13 Services Beyond the Scope of this Agreement. Both Parties understand and agree that there are certain occurrences, both beyond the control and within the control of the Parties, that may result in health care expenses which are outside the scope of the normal operation of a correctional facility and, therefore, outside the contemplated scope of services under this Agreement. While both Parties will act in good faith and endeavor to reduce the possibility of such occurrences, in the unlikely event of an occurrence such as an Act of God, riot, explosion, fire, food poisoning, epidemic or pandemic illness outbreak, or any other catastrophic event or an event caused by the action or inaction of the COUNTY or their employees, agents or contractors, which results in medical care for the Jail Population, Jail staff, visitors, or contractors, COMPANY shall not be responsible for costs attributable to such catastrophic event and all such costs shall be borne by the COUNTY. Notwithstanding the above, COMPANY shall be responsible for medical costs under this Agreement associated with such an event only if such an event was caused solely by COMPANY.

ARTICLE II: PERSONNEL

- 2.1 Staffing. COMPANY shall provide personnel reasonably necessary for the rendering of health care services to inmates at the JAIL, as identified on Exhibit A, which is attached hereto. At the sole discretion of the COMPANY, some Provider services may be provided via tele-health. Further, based on actual staffing needs as affected by medical emergencies, riots, increased or decreased inmate population, and other unforeseen circumstances, certain increases or decreases in staff requirements may be waived, as agreed to by the COUNTY and COMPANY.
- 2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by COMPANY to render services hereunder shall be licensed, certified or registered, in their respective areas of expertise as required by applicable Georgia law.
- 2.3 COUNTY’s Satisfaction with Health Care Personnel. If the Sheriff, Warden, Chief Deputy, or Division Commander of the JAIL becomes dissatisfied with any health care personnel provided by COMPANY

hereunder, or by any independent contractor, subcontractor or assignee, COMPANY, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from the Sheriff, Warden, Chief Deputy, or Division Commander of the JAIL of the grounds for such dissatisfaction and in consideration of the reasons therefore, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the Sheriff, Warden, Chief Deputy, or Division Commander of the JAIL, COMPANY shall remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about whom the Sheriff, Warden, Chief Deputy or Division Commander has expressed dissatisfaction. Should removal of an individual become necessary, COMPANY will be allowed reasonable time, prior to removal, to find an acceptable replacement, without penalty or any prejudice to the interests of COMPANY.

- 2.4 Use of COUNTY Personnel and Inmates in the Provision of Health Care Services. Neither COUNTY personnel nor inmates shall be employed or otherwise engaged by either COMPANY in the direct rendering of any health care services.
- 2.5 Subcontracting and Delegation. In order to discharge its obligations hereunder, COMPANY will engage certain health care professionals as independent contractors rather than as employees. COUNTY consents to such subcontracting or delegation. As the relationship between COMPANY and these health care professionals will be that of independent contractor, COMPANY will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. COMPANY will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, COMPANY shall exercise administrative supervision over such professionals necessary to insure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians, dentists, and nurses performing duties as agents or independent contractors of COMPANY under this Agreement, COMPANY shall provide COUNTY proof, that there is in effect a professional liability or medical malpractice insurance policy covering the agent or subcontractor.
- 2.6 Discrimination. During the performance of this Agreement, COMPANY, its employees, agents, subcontractors, and assignees agree as follows:
 - a. None will discriminate against any employee or applicant for employment because of race, religion, color, gender or national origin, except where religion, gender or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
 - b. In all solicitations or advertisements for employees, each will state that it is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of the section.

ARTICLE III: REPORTS AND RECORDS

- 3.1 Medical Records. COMPANY shall cause and maintain complete and accurate medical records for each Inmate who has received health care services. Each medical record will be maintained in accordance with applicable laws. The medical records shall be kept separate from the inmate's confinement record. A complete legible copy of the applicable medical records shall be available at all times, to COUNTY, as custodian of the person of the patient. Medical records shall be kept

confidential. Subject to applicable law regarding confidentiality of such records, COMPANY shall comply with Federal Law, Georgia law and COUNTY policy with regard to access by inmates and COUNTY personnel to medical records. No information contained in the medical records shall be released by COMPANY except as provided by policy, by a court order, or otherwise in accordance with the applicable law. COMPANY shall, at its own cost, provide all medical personnel necessary to maintain the medical records. At the termination of this Agreement, all medical records shall be delivered to and remain with the COUNTY. However, COUNTY shall provide COMPANY with reasonable ongoing access to all pertinent medical records even after the termination of this Agreement for the purposes of defending or investigating litigation.

- 3.2 Regular Reports by COMPANY to COUNTY. If requested, COMPANY shall provide to COUNTY, on a date and in a form mutually acceptable to COMPANY and COUNTY, reports relating to services rendered under this Agreement.
- 3.3 Inmate Information. Subject to the applicable Georgia law, in order to assist COMPANY in providing the best possible health care services to inmates, COUNTY will provide COMPANY with information pertaining to inmates that COMPANY and COUNTY mutually identify as reasonable and necessary for COMPANY to adequately perform its obligations hereunder.
- 3.4 COMPANY Records Available to COUNTY with Limitations on Disclosure. COMPANY shall make available to COUNTY, at COUNTY's request, records, documents and other papers relating to the direct delivery of health care services to Inmates hereunder. COUNTY understands that written operating policies and procedures employed by COMPANY in the performance of its obligations hereunder are propriety in nature and will remain the property of COMPANY and shall not be disclosed without written consent. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by COUNTY, except in connection with the delivery of health care services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by COMPANY. Propriety information developed by COMPANY shall remain the property of COMPANY.
- 3.5 COUNTY Records Available to COMPANY with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, COUNTY will provide COMPANY at COMPANY's request, COUNTY's records relating to the provision of health care services to inmates as may be reasonably requested by COMPANY or as are pertinent to the investigation or defense of any claim related to COMPANY's conduct. Consistent with applicable law, COUNTY will make available to COMPANY such inmate medical records as are maintained by COUNTY, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent COUNTY has any control over those records) as COMPANY may reasonable request. Any such information provided by COUNTY to COMPANY that COUNTY considers confidential shall be kept confidential by COMPANY and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the County.

ARTICLE IV: SECURITY

- 4.1 General. COMPANY and the COUNTY understand that adequate security services are essential and necessary for the safety of the agents, employees, and subcontractors of COMPANY as well as for the security of inmates and JAIL personnel, consistent with the correctional setting. JAIL personnel will take all reasonable steps to provide sufficient security to enable COMPANY to safely and

adequately provide the health care services described in this Agreement. It is expressly understood by the COUNTY and COMPANY that the provision of security and safety for the COMPANY personnel is a continuing precondition of COMPANY's obligation to provide its services in a routine, timely, and proper fashion. This provision, however shall not be considered to and shall not be construed to be a waiver of any defense, including sovereign or official immunity, to any claim against County by an inmate, employee of company or any other person in anyway whatsoever.

- 4.2 Security During Transportation Off-Site. The COUNTY will provide prompt and timely security as medically necessary and appropriate in connection with the transportation of any inmate between the JAIL and any other location for off-site services as contemplated herein.

ARTICLE V: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

- 5.1 General. COUNTY agrees to provide COMPANY with reasonable and adequate office and medical space, facilities, and telephone equipment with dedicated line in the medical area. COUNTY will provide COMPANY with high-speed internet access for tele-medicine and any other service requiring an Internet connection. This access must be compatible with the provision of telemedicine with minimum speeds of 3MB up / 3MB down with a static public IP address, as required for high definition tele-medicine. This connection will be for sole and exclusive use by the medical staff. COUNTY will pay for utilities (gas, electric, water, phone lines, long distance telephone service). Further, COUNTY will provide necessary maintenance and housekeeping of the office space and facilities.

With regard to telemedicine, COMPANY will provide for all necessary equipment and COUNTY will provide the necessary internet connection, as set forth above. COUNTY will be responsible for ensuring that the Jail Management Software (JMS) provides a unidirectional interface, which integrates with COMPANY's electronic health record to populate the electronic health record with patient demographics and location data only.

COMPANY will provide medical supplies, office supplies, medical waste removal, and non-capital equipment (i.e. less than \$500) and maintenance of non-capital equipment. COUNTY will be responsible for any capital equipment (i.e. more than \$500) and the maintenance of capital equipment.

- 5.2 Delivery of Possession. COUNTY will provide to COMPANY beginning on the date of commencement of this Agreement, possession and control of all medical and office equipment and supplies in place at the JAIL's health care unit.

At the commencement of service by COMPANY an inventory of all supplies, medical and office equipment as described herein will be completed in writing by COUNTY personnel. This inventory will be reviewed and approved in writing by the authorized agent of the COUNTY as well as the COMPANY.

At the termination of this or any subsequent Agreement, COMPANY will return to the COUNTY possession and control all supplies, medical and office equipment, in working order, reasonable wear and tear accepted, which were in place at the JAIL's health care unit prior to the commencement of services under this Agreement. Any such return will require written confirmation, executed by the Jail Administrator of the JAIL, for proper acceptance.

ARTICLE VI: TERM AND TERMINATION OF AGREEMENT

- 6.1 Initial Term. The initial term of this Agreement will be April 1, 2022 through March 31, 2023. This Agreement is renewable under like terms for additional years, subject to negotiation of the service component and agreed-upon compensation adjustments, unless either party delivers written notice of non-renewal to the other party at least sixty (60) days prior to the expiration of the then-existing term.
- 6.2 Termination. This Agreement may be terminated as otherwise provided in this Agreement or as follows:
- a. Termination by Agreement. In the event that each of the parties mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.
 - b. Termination by Cancellation. This Agreement may be canceled, without cause, by either party upon sixty (60) days prior written notice in accordance with Section 9.3 this Agreement.
- 6.3 Responsibility for Inmate Health Care. Upon termination of this Agreement, all responsibility for providing health care services to all inmates, including inmates receiving health care services at sites outside the JAIL, will be transferred from COMPANY to COUNTY.

ARTICLE VII: COMPENSATION

- 7.1 Base Compensation & Per Diem Compensation. COUNTY will pay COMPANY an annualized base of **\$357,765.98**. Payments will be made monthly in the amount of **\$29,813.83**. This compensation is based on a maximum inmate population of **120** at the JAIL.

The above compensation reflects budgeted healthcare labor costs. In the event that healthcare labor costs increase, due to unforeseen events or circumstances, including COVID-19, COUNTY agrees to reimburse COMPANY the difference between the budgeted labor costs and the increased labor costs, not to exceed **\$16,639.02** annually. The total annualized compensation, including potential labor costs will not exceed a total annualized amount of **\$374,405.00**. Additionally, should any position/shift go unworked, then the COMPANY will provide a credit to COUNTY.

COMPANY will invoice the COUNTY for base compensation monthly on the 15th day of the month after to the month of service. The invoice will reconcile actual labor utilization for the prior month. COUNTY agrees to pay COMPANY by the tenth day of the following month. Per diem adjustments for census variations will also be invoiced or credited on the invoice. In the event this agreement should terminate on a date other than the end of a calendar month, compensation to COMPANY will be prorated accordingly for the shortened month.

- 7.2 Per Diem. If the census at the JAIL exceeds **120**, COMPANY will charge the COUNTY **\$1.52** per inmate per day for those inmates in excess of **120**. COMPANY will credit the COUNTY **\$1.52** per inmate per day if the census is less than **90** inmates.

This per diem is intended to cover additional costs in those instances where minor, short term increases in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new staffing

positions, which might prove necessary with additional service areas, or if the inmate population grows. In the event that the average monthly population increases significantly over the maximum inmate population and if the population increase is sustained for a three (3) month period, the parties agree to negotiate additional staffing complement and associated compensation in order to continue to provide services to the increased number of inmates and maintain the quality of care consistent with this Agreement.

- 7.5 Compensation Escalator. Beginning April 1, 2023, and for each subsequent annual renewal thereafter, the compensation paid to COMPANY, including base compensation and per diem rate, shall be adjusted by a blended rate of the percentage increase of the Consumer Price Index-Wage Earners and Clerical Workers (CPI-W), Medical Care Component (MCC) for the Southern Region of the United States and the expenditures in the previous calendar year. COMPANY shall provide COUNTY notice of the proposed adjusted base compensation and per diem rate for the April 1, 2023 renewal term no later than December 1, 2022, and no later than December 1 of each year thereafter for each subsequent renewal term.
- 7.3 Change in Standard of Care or Scope in Services. The compensation above reflects the scope of services as outlined herein and the current community standard of care with regard to correctional healthcare services. If there is any change in or modification of the local, national (e.g. NCCHC, ACA) or community standards of care or scope of services, court order, ruling or interpretation, state or federal law or statute or interpretation thereof that results in sustained and material increase in costs (e.g. treatment of Hepatitis C, TB, HIV/AIDS, etc.), coverage of costs related to such changes are not included in the contract price and would need to be negotiated with the COUNTY. Further, if the mission and/or purpose of the JAIL changes substantially, the COUNTY agrees to negotiate with COMPANY in good faith for any change in services.
- 7.4 Late Payments. The COUNTY shall pay COMPANY interest on all undisputed payments hereunder that are not paid within sixty (60) days from date due. Interest shall accrue from the date the original payment was due at a rate of one percent (1%) per month until the payment is made in full. The COUNTY shall bear the costs of any legal or collection fees and expenses incurred by COMPANY in attempting to enforce COUNTY's payment obligations hereunder.

ARTICLE VIII: LIABILITY AND RISK MANAGEMENT

- 8.1 Insurance. At all times during this Agreement, COMPANY shall maintain professional liability insurance covering COMPANY, and naming COUNTY as an additional insured, for its work at the JAIL with limits of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. COMPANY shall provide a Certificate of Insurance to COUNTY naming COUNTY as an additional insured and certificate holder.
- 8.2 Indemnification. COMPANY shall indemnify, defend and hold COUNTY harmless from and against any and all claims against COUNTY based on COMPANY's performance of its obligations hereunder; provided, however, that COMPANY will not be responsible for any claim arising out of the COUNTY or its employee or agent preventing an inmate from receiving medical care ordered by COMPANY or its agent or in failing to promptly present an ill or injured inmate to COMPANY for treatment.

ARTICLE IX: MISCELLANEOUS

- 9.1 Independent Contractor Status. The parties acknowledge that COMPANY is an independent contractor engaged to provide health care to Inmates at the JAIL under the direction of COMPANY management. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer - employee relationship, or a joint venture relationship between the parties.
- 9.2 Court Appearance by COMPANY Employees. In the event COMPANY's personnel are required to devote time with regard to litigation or threatened litigation by or on behalf of COUNTY this shall be part of their service time pursuant to this agreement.
- 9.3 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand; emailed; or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to another person at any other address, as may be designated in writing by the parties:

(a) COUNTY:	<u>Lumpkin County Government</u> <u>ATTN: Alan Ours, County Manager</u> <u>99 Courthouse Hill, Suite H</u> <u>Dahlonega, GA 30533</u> <u>alan.ours@lumpkincounty.gov</u>
(b) COMPANY:	<u>CorrectHealth Lumpkin, LLC</u> <u>ATTN: Carlo A. Musso, M.D.</u> <u>1720 Windward Concourse, Suite 300</u> <u>Alpharetta, GA 30005</u> <u>carlo.musso@correcthealth.org</u>
	<u>CorrectHealth Lumpkin, LLC</u> <u>ATTN: Stacy M. Scott, Esq.</u> <u>1720 Windward Concourse, Suite 300</u> <u>Alpharetta, GA 30005</u> <u>stacy.scott@correcthealth.org</u>

Notices shall be effective upon receipt regardless of the form used.

- 9.4 Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.
- 9.5 Amendment. This Agreement may be amended or revised only in writing and signed by all parties.
- 9.6 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be constructed to be, a waiver of any subsequent breach of the same or other provision hereof.

- 9.7 Other contracts and Third-Party Beneficiaries. The parties acknowledge that COMPANY is neither bound by nor aware of any other existing contracts to which COUNTY is a party and which relate to the providing of medical care to inmates at the JAIL. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.
- 9.8 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.
- 9.9 Cooperation. On and after the date of this Agreement, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonable require to effectuate the provisions and intentions of this Agreement.
- 9.10 Time of Essence. Time is and shall be of the essence of this Agreement.
- 9.11 Authority. The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.
- 9.12 Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.
- 9.13 Cumulative Powers. Except as expressly limited by the terms of this Agreement, all rights, power and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.
- 9.14 Force Majeure. In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, epidemics or pandemics, strikes, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the Party whose performance is interfered with and which, by the exercise of reasonable diligence, said Party is unable to prevent; the Party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 9.15 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Georgia, except as specifically noted.
- 9.16 Jurisdiction and Venue. Should any disputes regarding this Agreement arise and require legal action, the proper jurisdiction and venue for said legal action will be Lumpkin County, Georgia.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by and through their duly authorized officers, the day, month and year given below.

LUMPKIN COUNTY, GEORGIA (“COUNTY”)

By: _____
Title: _____
Print Name: _____
Date: _____

CORRECTHEALTH LUMPKIN, LLC (“COMPANY”)

By: _____
Title: _____
Print Name: _____
Date: _____

Attachment: ContractHealth (2022-019 : Inmate Medical Contract)

EXHIBIT A – STAFFING

Staffing Matrix Lumpkin County Jail – Census 120		
Personnel	Hrs / Wk	FTE
Medical Director (MD / DO)	1	0.025
Midlevel Provider (NP / PA)	1	0.025
Psychiatrist	1.2	0.03
Health Services Coordinator (LPN) - 12hr Day Shift	42	1.05
Licensed Practical Nurse (LPN) - 12hr Day Shift	42	1.05
Registered Nurse (RN)	4	0.10
TOTALS	91.2	2.28

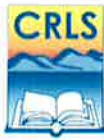
Attachment: ContractHealth (2022-019 : Inmate Medical Contract)



Lumpkin County, Georgia

Finance Department

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



March 29, 2022

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

Dear Alan,

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

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

Respectfully submitted,

Leslie Clark

Director of the Chestatee Regional Library System

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

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

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

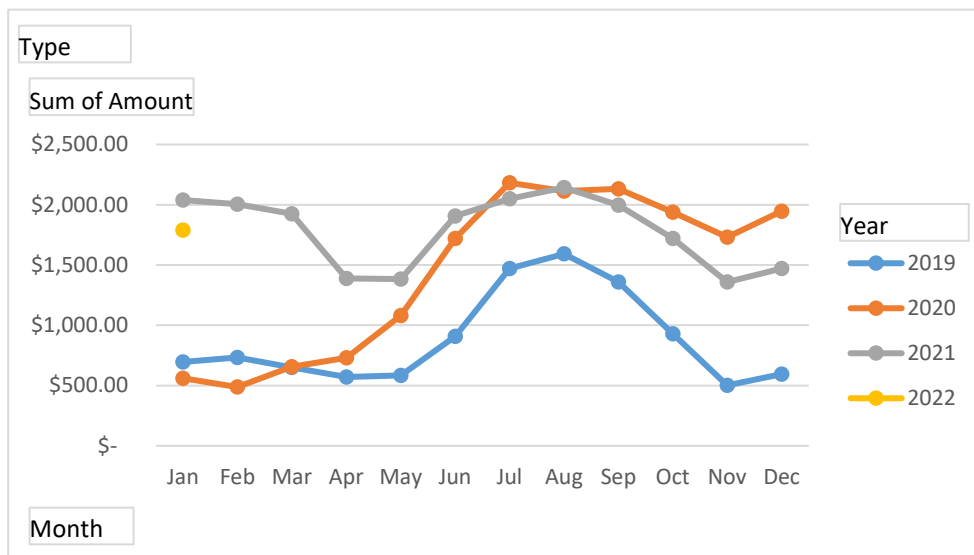
Dawson Satellite Annex
145 Liberty Drive
Dawsonville, GA 3534
(706) 216-3800 Ext. 71200
satellite@chestateelibrary.org

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

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

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



Type
Charge
Credit

\$1,445.14 Credit in 2021

\$331.85 Credit in 2021

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

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

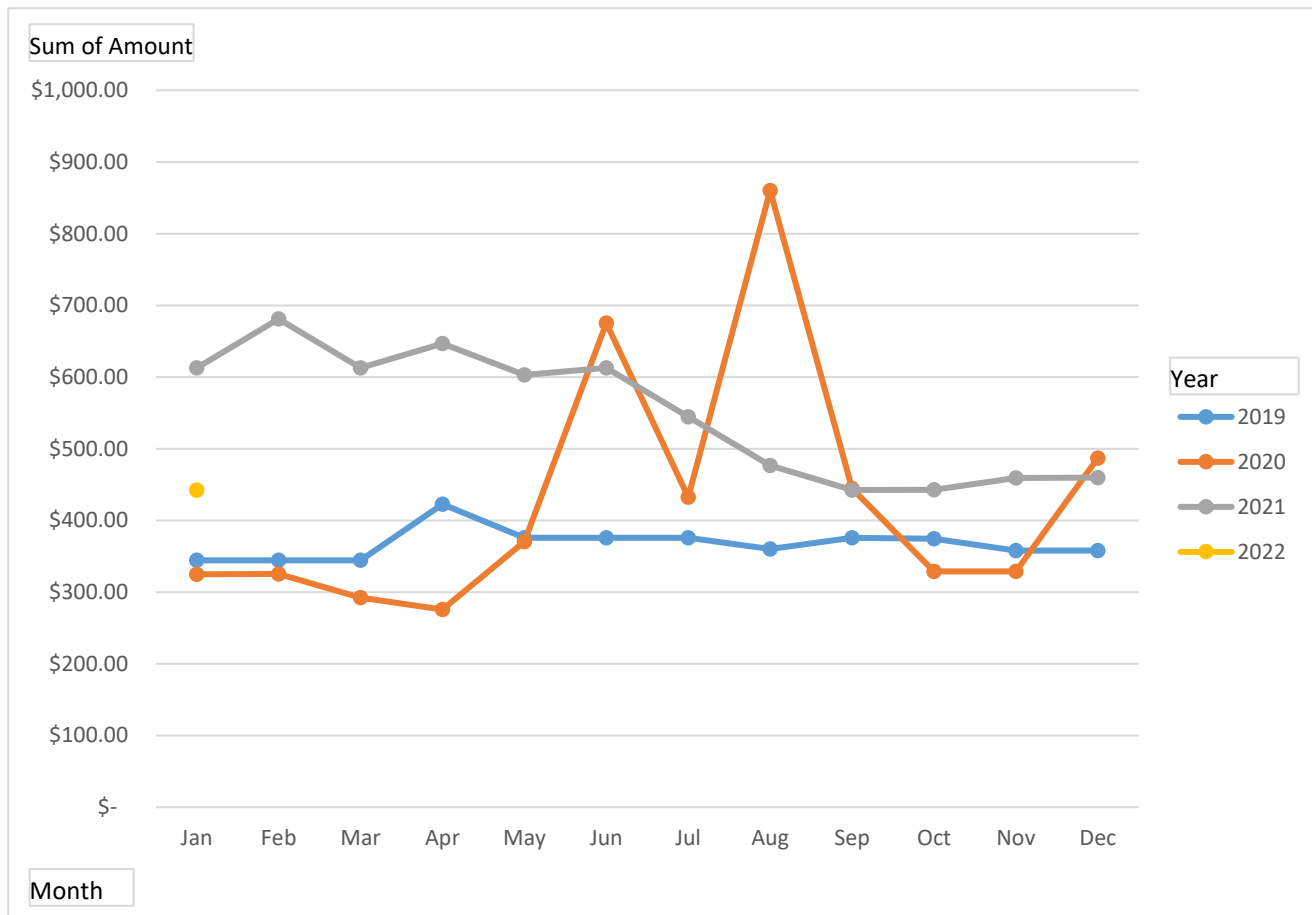
4/13/2021 Lumpkin Conty	\$	244.62	Water	3/15/2021	4/13/2021 Apr	2021
4/13/2021 Lumpkin Conty	\$	214.71	Sewer	3/15/2021	4/13/2021 Apr	2021
4/13/2021 Lumpkin Conty	\$	130.00	Garabage	3/15/2021	4/13/2021 Apr	2021
4/13/2021 Lumpkin Conty	\$	34.80	Stormwater	3/15/2021	4/13/2021 Apr	2021
3/15/2021 Lumpkin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

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

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

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

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





Lumpkin County, Georgia

County Manager Department

Date: April 19, 2022

Agenda Item: FY23 Budget Guidance

Item Description: FY23 Budget Guidance.

Facts & Historical Information:

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

Potential Budget Guidance:

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



Lumpkin County, Georgia

Sheriff's Department

Date: April 19, 2022

Agenda Item: Request for Money from Abandoned Gun Auction

Item Description: Request for Money from Abandoned Gun Auction.

Facts & Historical Information:

In 2021 the Sheriff's Office conducted a gun auction with guns that had been seized or abandoned. The abandoned guns were from suicide cases, cases that involved guns but not seized at the time of the incident or guns that were found abandoned. The investigator files an abandoned order and then each gun is listed in the legal section of the newspaper for a certain amount of time. The Sheriff's Office becomes the owner of the guns and can be sold. The Sheriff's Office would like to purchase some investigative equipment to be able to be proactive in solving crimes taking place in our community.

Potential Courses Of Action:

1. Monies placed in a separate account for Sheriff's office to use for equipment.
2. Monies placed in minor equipment of Criminal Investigations Division.