



LUMPKIN COUNTY
Board of Commissioners
Work Session II Agenda
Commissioners Boardroom

March 16, 2021
5:30 P.M.

- **CALL TO ORDER** Chairman Dockery
- **PROCLAMATIONS**
 1. Joint Child Abuse Prevention Month Proclamation ***Regular Meeting***
 2. LifeLink Donate Life Month Proclamation ***Regular Meeting***
 3. Lumpkin County High School Girls Basketball Team Joint Proclamation ***Regular Meeting***
 4. Joint Proclamation for the Lumpkin County High School One Act Play State Champions ***Regular Meeting***
- **CONSIDERATION OF MINUTES**
 5. Board of Commissioners - Work Session - Feb 2, 2021 4:00 PM
 6. Board of Commissioners - Special Called Work Session - Feb 9, 2021 3:30 PM
 7. Board of Commissioners - Work Session II - Feb 16, 2021 5:30 PM
 8. Board of Commissioners - Regular Meeting - Feb 16, 2021 6:00 PM
 9. Board of Commissioners - Public Hearing - Feb 18, 2021 5:00 PM
 10. Board of Commissioners - Special Called Meeting - Feb 18, 2021 5:15 PM
- **RESOLUTIONS**
 11. 2021 - 18 - A Resolution to Adopt a Revised Character Area Map of LC and to Amend Chapter 27 – Land Use (*Planning Director Bruce Georgia*)
 12. 2021 - 19 - Consideration of Use of Sound Amplifying Equipment Ordinance (*Planning Director Bruce Georgia*)
 13. 2021 - 20 - March Surplus Property (*Finance Director Abby Branan*)
- **CONTRACTS/AGREEMENTS**
 14. 2021-010 - Disaster Debris Removal & Disposal - Custom Tree Care, Inc. (*Public Works Director Larry Reiter*)
 15. 2021-011 - Disaster Debris Removal & Disposal - Graham County Land Company (*Public Works Director Larry Reiter*)
 16. 2021-012 - IT Services Agreement (*Special Projects Director Allison Martin*)
 17. 2021-013 - GDOT Lighting Agreement at Oak Grove Roundabout (*Public Works Director Larry Reiter*)
 18. 2021-014 - GDOT Right of Way Maintenance Agreement at Oak Grove Roundabout (*Public Works Director Larry Reiter*)

- **OTHER ITEMS**

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

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

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

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

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

- **COUNTY MANAGER**

- **COUNTY ATTORNEY**

- **COMMISSIONERS**

- **PUBLIC COMMENT (Agenda Specific)**

- **ADJOURNMENT**



Lumpkin County, Georgia

Board of Commissioners Department

Date: March 16, 2021

Agenda Item: Joint Child Abuse Prevention Month Proclamation

Item Description: Joint Child Abuse Prevention Month Proclamation



Lumpkin County, Georgia

Board of Commissioners Department

Date: March 16, 2021

Agenda Item: LifeLink Donate Life Month Proclamation

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



Lumpkin County, Georgia

Board of Commissioners Department

Date: March 16, 2021

Agenda Item: Lumpkin County High School Girls Basketball Team Joint Proclamation

Item Description: Lumpkin County High School Girls Basketball Team Joint Proclamation

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



Lumpkin County, Georgia

Board of Commissioners Department

Date: March 16, 2021

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

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

LUMPKIN COUNTY
Board of Commissioners
Work Session Minutes
Commissioners Boardroom



February 2, 2021
 4:00 P.M.

CALL TO ORDER

The meeting was called to order at 4:06 PM by Chairman Chris Dockery

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

PRESENTATIONS

1. AVITA Community Partners Presentation (Cindy Levi)

AVITA Community Partners Presentation

2. Recognition of 2020 Employees of the Year

This is to recognize Donald Garrett as the 2020 Employee of the Year, Jason Edwards as the 2020 Fire/EMS Employee of the Year, and Brad Farris as the 2020 Sheriff's Department Employee of the Year.

MINUTES

3. Board of Commissioners - Work Session - Jan 5, 2021 4:00 PM
4. Board of Commissioners - Special Called Meeting - Jan 5, 2021 4:10 PM
5. Board of Commissioners - Work Session II - Jan 19, 2021 5:30 PM
6. Board of Commissioners - Regular Meeting - Jan 19, 2021 6:00 PM

RESOLUTIONS

7. 2021 - 10 - Reappoint Members to Public Building Authority -Seat 3, Franklin Youngblood & Seat 4, Daniel Harding

Reappoint Members to Public Building Authority - Seat 3, Franklin Youngblood & Seat 4, Daniel Harding

8. 2021 - 11 - Reappoint Member to Development Authority - Seat 9, Jim Curtis

Reappoint Member to Development Authority - Seat 9, Jim Curtis

9. 2021 - 12 - Appoint/Reappoint Members to Airport Authority - Jackie Lee-Seat A, Brian Denney-Seat B, Seat D

Appoint/Reappoint Members to Airport Authority - Jackie Lee to Seat A, Brian Denney to Seat B, Seat D

10. 2021 - 13 - Reappoint Member to Hospital Authority - Seat 3, Shirley Pace

Reappoint Member to Hospital Authority - Seat 3, Shirley Pace

11. 2021 - 14 - Appoint Members to Joint Development Authority of Dawson, Lumpkin, and White Counties

Appoint Members to Joint Development Authority of Dawson, Lumpkin, and White Counties - -- to Seat 2 and --- to Seat 4 both with terms expiring 12/31/2020.

CONTRACTS/AGREEMENTS

12. 2021-006 - 2021 LMIG Asphalt Resurfacing Bid Award (Public Works Director Larry Reiter)

Recommendation to award the LMIG (Local Maintenance and Improvement Grant) project bids.

Public Works Director Larry Reiter reported that the bids came in lower than expected and we were able to put Rock House Road back on the repaving list.

13. 2021-007 - 2021 TSPLOST Asphalt Resurfacing Bid Award (Public Works Director Larry Reiter)

Recommendation to award the TSPLOST project bids.

OTHER ITEMS

14. Yahoola Reservoir Work Plan (Development Authority Director Rebecca Mincey)

Yahoola Reservoir Work Plan

Development Authority Director Rebecca Mincey said the priorities identified by the committee were trail updates such as bathrooms and signage, a roadside park by the existing boat ramp, an entrance and visitor center by Rock House Road, RV campsites, and the lodge/conference center. The Yahoola Creek Reservoir Committee has worked to put together this draft work plan, which Ms. Mincey went over in detail.

Commissioner Miller asked if Georgia EPD had made the determination on whether swimming would be allowed in the reservoir. Ms. Mincey said the latest news from the City Manager was that it was still in review, and it has been so for around two years. Chairman Dockery suggested that Senator Gooch should be contacted to see if he can speed up the EPD's decision regarding the reservoir.

The Chairman discussed the Yahoola Creek Reservoir Committee and whether it was established as an ad-hoc committee. He said we should consider making it a standing committee and setting a goal time frame of 12 months. Ms. Mincey said most of the committee members would desire to continue working on the project, especially as it relates to improving the trails. The Chairman said they could identify specific things to accomplish within the 12-month period.

Commissioner Moran said this is a good list of low-hanging fruit as far as the County is concerned, since these items would be relatively inexpensive. He asked if it could also be an option to start investigating potential involvement with private companies, as they could run some of the other facilities such as the lodge/conference center or zipline. Rebecca Mincey said the committee identified the low-hanging fruit by considering what would be the lowest-cost items for the County that would have the greatest return. Commissioner Mayfield

observed that no matter what recommendations the committee makes, it does not limit what the Commissioners can do at the reservoir.

Stan Kelley said the City has been working on some plans of their own and they will be asking the County for funding assistance. Chairman Dockery said we can work together to collaborate on plans to make certain everything will be compatible. He wants to ensure that anything the County helps to fund will match our goals and objectives. The discussion then turned to the possibility of constructing a bathroom by the boat ramp. Rebecca Mincey said the City had been considering a pre-fabricated style bathroom with one room each for male and female, which would cost around \$80,000. The Chairman said it would be ideal to have durable materials like those found in National Park restrooms, which would stand up to heavy use and deter vandalism. Commissioner Moran suggested having a joint meeting with the City in the future to discuss reservoir plans.

15. Library Pavilion (Special Projects Director Allison Martin)

Library Pavilion

Special Projects Director Allison Martin said Larry Reiter helped develop the structural plans, but staff would like for the BOC to see it before they put anything out for bid. The Library will contribute up to \$50,000 to the project and the rest of the money they raised will go to books and materials. Ms. Martin said the pavilion may cost around \$100,000. Commissioner Moran observed it seems like an expensive pavilion and asked what features would increase the price so much. Ms. Martin said the plans were approved previously, but the BOC could certainly choose to scale it back if they choose. Commissioner Stringer commented that perhaps all of the features were not necessary.

Chairman Dockery said the pavilion will have to complement the library's appearance since it will be right next to it. He says if you consider the architecture, it wouldn't be unreasonable for it to cost up to \$100,000. However, he said changing the roof to shingles could reduce the cost and it would still complement the library. Ms. Martin recommended doing this as an RFP rather than putting it out for bid, which will give us room to shortlist and negotiate. If we do bids, she said, we will have to accept the lowest bid. The Chairman then discussed the footings in detail with Mr. Reiter and the possibility of listing an alternative foundation structure on the RFP. The BOC will vote on the issuance of an RFP at the regular meeting.

16. Aquatic Center Rendering Approvals (Special Projects Director Allison Martin)

Aquatic Center Rendering Approvals

Ms. Martin said we are expecting the renderings by February 9th. They will display the exterior elevation and minimal detail. The team has been communicating with the architect for the new elementary school to ensure both buildings will complement each other.

17. 2021 TSPLOST Work Plan Truck and Trailer Request (Public Works Director Larry Reiter)

Request to revise the TSPLOST work plan to include a small dump truck with additional equipment.

Larry Reiter said one of the requested items is a multipurpose heavy pickup that can be fitted with a bed to haul gravel or debris. The vehicle should also be capable of carrying a brine tank for treating bridges as well as carrying a plow or spreader. Mr. Reiter said the dealership can offer a 2022 model for 2021 prices if we commit by February. The chassis plus all of the necessary accessories will be around \$100,000, he explained. The Chairman asked Mr. Reiter to check and see if there are any brands available besides Ford. Mr. Kelley mentioned that the County generally tries to keep the fleet standardized to one brand, but we could consider another brand if it is significantly cheaper.

18. Sheriff Request to Purchase a Vehicle (Sheriff Stacy Jarrard)

Sheriff Request to Purchase a Vehicle

Sheriff Jarrard explained they need to purchase a replacement for Captain Brown's vehicle after he was involved in an accident, and it appears the insurance company is going to total the vehicle. They have found a used car for \$12,900 which is already fitted out for law enforcement, and they just need a head nod from the Commissioners to proceed with the purchase. Sheriff Jarrard said he also has two vehicles he would like to

surplus and put up for sale on GovDeals. They also received \$24,000 from the insurance company for another totaled LCSO vehicle, but they will need another \$17,000 to replace it with a Chevy Tahoe. He informed the Commissioners that ACCG is assisting in negotiations with the insurance company for them to pay more.

There was some discussion with the County Manager and Special Projects Director on the best way to handle the funding. Ms. Martin recommended paying it out through the fund balance and then repaying with SPLOST dollars.

The Commissioners were in agreement for the Sheriff to proceed with the \$29,900.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Miller said the vaccination event at Park & Rec this past Saturday was a success with 590 people getting their vaccinations.

PUBLIC COMMENT (Agenda Specific)

Robb Nichols reminded everyone of the upcoming Leadership Lumpkin County event on February 11.

ADJOURNMENT

The meeting was adjourned at 5:36 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

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

LUMPKIN COUNTY
Board of Commissioners
Special Called Work Session Minutes
Telephone/Video Conference Room



February 9, 2021
 3:30 P.M.

Zoom Meeting ID: 879 2817 3701

Passcode: 807133

Call to Order

The meeting was called to order at 3:38 PM by Chairman Chris Dockery

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

Welcome & Introductions

The Board of Commissioners were joined by ACCG employees Mary Beth Brownlee, Brent Williams, Michael O'Quinn, and Bill Twomey. Jake Cantrell from the Dahlonega Nugget was also present.

Overview & Purpose of Meeting

The purpose of the meeting is to discuss the hiring process for the next County Manager.

Review of Survey Results: Feedback on Position Expectations & Priorities

Mary Beth Brownlee went over the answers to the survey questions that were distributed to the Commissioners before the meeting. She discussed the desired traits that the Commissioners had listed in their survey responses. The discussion moved ahead to the County Manager Scenarios.

Discuss County Manager Scenarios

Parks & Recreation/Trustee Relationship Scenario

The Commissioners discussed a fictional scenario and how a county manager should respond.

Cherryhill Scenario #1

The Commissioners discussed the second scenario and how a county manager should respond.

Cherryhill Scenario #2

The Commissioners made some observations about how a potential county manager will want to respond to the scenario.

Facilitated Discussion

Clarify Role & Expectations - BOC, Dept. Heads, & Staff

Review Position & Description

Bill Twomey read in the current county manager job description that the manager "prepares and submits an agenda for each meeting." He asked how this process allows for input from commissioners. Mr. Kelley said he does prepare the agenda but discusses the items beforehand. In our enabling legislation, it states a commissioner can compel the county manager to put an item on the agenda. Mr. Twomey then asked if other elected officials have signed on with the County's personnel policies, in whole or in part? Mr. Kelley responded there are two elected officials that do not sign onto the Civil Service Plan but the Sheriff has done so.

Mr. Twomey said the job description listed four years of city/county government experience as a requirement along with at least a 4-year degree in public administration (or an equivalent). Mr. Kelley pointed out that the requirements for the position are actually spelled out in the enabling legislation for the County. The Chairman said we could have our enabling legislation amended if needed. He said it would be too restrictive to limit the candidate pool to only applicants that have four years of county managerial experience along with a public administration degree. He stated he would contact one of our legislators to see about amending the language to be more permissive and allowing for equivalent experience or education.

Define Salary & Benefits

Chairman Dockery discussed the benefit of a take home vehicle. As far as benefits, they will be offered the same benefits that every other full-time employee is offered. They then had a brief discussion of probationary periods and severance package options.

Establishing the Search Committee

Mr. Twomey cautioned the BOC that depending on the makeup of this committee, you will have to communicate to them very specifically what you are looking for. The danger is that they might weed out applicants based on their own preferences. Michael O'Quinn said the benefit of the search committee is that not only does it take a lot of work off of the BOC, it also increases community acceptance of the new manager. He then discussed the types of people that are usually included on county executive search committees.

Who Should Serve?

The Commissioners were all in agreement to establish a search committee. The discussion then turned to various potential candidates to serve on the committee, as well as their beneficial attributes. The Chairman asked Mary Beth Brownlee if she had any guidance on the size of the committee, and she said her gut feeling is 5 to 7 people. It should be large enough to be diverse and small enough to function effectively. Mr. Kelley asked about involving the HR Director in the process, and Bill Twomey said it might be a good idea to have her as an advisor to guide the committee on any liability concerns.

Process, Qualifications, & Expectations

The Commissioners then discussed in further detail what would be the process of the search committee. Ms. Brownlee said they could conduct interviews of top candidates, and Mr. O'Quinn said they could help check references of the applicants.

Any Other Comments

Mr. Kelley asked if there would be enough time before the end of June to complete this process. Bill Twomey said he thinks there is enough time, but the BOC should have a backup plan if there is no resolution by that date. Mary Beth Brownlee said the BOC should also consider the possibility of conducting Zoom interviews since there are still Coronavirus concerns across the country.

Open Dialogue with Commissioners (*County Manager may be excused as needed)

Wrap-up & Next Steps

Michael O'Quinn outlined the steps necessary to comply with the Open Meetings Law and described the process of conducting open hiring vs. the confidential process. He advised consulting with the County Attorney during the process. Chairman Dockery said the final step is to come up with the search committee members, but he said he will need to reach out to them first to see if they will want to serve. We can then provide a finalized list to the Nugget, he added. The suggested members were Bill Poole as Chairman, Mac McConnell, Clarence Stowers, C.O. Woody, Wyman Walden, Brandy Thomas, and Rebecca Mincey. The search committee will be charged to provide a ranking of top candidates, check resumes and references, and then interview the top 8 to 12 via Zoom if needed.

Adjournment

The meeting adjourned at 7:48 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Feb 9, 2021 3:30 PM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Work Session II Minutes
Commissioners Boardroom



February 16, 2021
 5:30 P.M.

CALL TO ORDER

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

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

PRESENTATIONS

1. Recognition of 2020 Employees of the Year

This is to recognize Donald Garrett as the 2020 Employee of the Year, Jason Edwards as the 2020 Fire/EMS Employee of the Year, and Brad Farris as the 2020 Sheriff's Department Employee of the Year.

CONSIDERATION OF MINUTES

2. Board of Commissioners - Work Session - Jan 5, 2021 4:00 PM
3. Board of Commissioners - Special Called Meeting - Jan 5, 2021 4:10 PM
4. Board of Commissioners - Work Session II - Jan 19, 2021 5:30 PM
5. Board of Commissioners - Regular Meeting - Jan 19, 2021 6:00 PM

RESOLUTIONS

6. 2021 - 10 - Reappoint Members to Public Building Authority -Seat 3, Franklin Youngblood & Seat 4, Daniel Harding

Reappoint Members to Public Building Authority - Seat 3, Franklin Youngblood & Seat 4, Daniel Harding

7. 2021 - 11 - Reappoint Member to Development Authority - Seat 9, Jim Curtis

Reappoint Member to Development Authority - Seat 9, Jim Curtis

8. 2021 - 12 - Appoint/Reappoint Members to Airport Authority - Jackie Lee-Seat A, Brian Denney-Seat B

Appoint/Reappoint Members to Airport Authority - Jackie Lee to Seat A, Brian Denney to Seat B

9. 2021 - 13 - Reappoint Member to Hospital Authority - Seat 3, Shirley Pace

Reappoint Member to Hospital Authority - Seat 3, Shirley Pace

10. 2021 - 14 - Appoint Member to Joint Development Authority of Dawson, Lumpkin, and White Counties

Appoint Member to Joint Development Authority of Dawson, Lumpkin, and White Counties - Jim Curtis to Seat 2 with a term expiring 12/31/2024.

11. 2021 - 15 - Create and Appoint Lumpkin County Manager Search Committee

Create and Appoint Lumpkin County Manager Search Committee

CONTRACTS/AGREEMENTS

12. 2021-006 - 2021 LMIG Asphalt Resurfacing Bid Award (Public Works Director Larry Reiter)

Recommendation to award the LMIG (Local Maintenance and Improvement Grant) project bids.

Commissioner Stringer asked about the road work being done in the Mill Creek area and whether it was related to LMIG or TSPLOST. Mr. Reiter answered that project funding actually was from SPLOST.

13. 2021-007 - 2021 TSPLOST Asphalt Resurfacing Bid Award (Public Works Director Larry Reiter)

Recommendation to award the TSPLOST project bids.

14. 2021-008 - ACCG GA County Internship Program Agreement (Finance Director Abby Branan)

Consideration of Grant Agreement ACCG Georgia County Internship Program Right-of-Way Intern

Abby Branan said we were awarded an intern to assist with right-of-way last year, but it was deferred until this year because of COVID-19.

OTHER ITEMS

15. Yahoola Reservoir Work Plan (Development Authority Director Rebecca Mincey)

Yahoola Reservoir Work Plan

Commissioner Mayfield asked if Lose Design had gotten any more cost estimates for various parts of the project. Rebecca Mincey declared she received those numbers immediately prior to this meeting and had not yet been able to look over them. The Yahoola Creek Reservoir Committee identified two top priorities for the foreseeable future: improving the existing trail and the creation of a restroom facility around the boat ramp. Ms. Mincey has been working with Allison Martin and County Attorney Joy Edelberg to create a bond service agreement and liability agreement with the volunteer group Yahoola Outdoors. She then displayed a map of the current trail system and proposed alterations.

Ms. Mincey said she and Ms. Martin will meet with the City of Dahlonega the week of March 1st to discuss ideas for the restroom. Senator Gooch has expressed willingness to assist with the restroom efforts and they plan to travel to Atlanta to speak with him soon. Commissioner Mayfield had some concerns about the reservoir trail where it runs along the highway and he hopes the committee will be able to find a safer alternative. Ms. Mincey pointed out some of the re-routing options on the map and there was some discussion of alternate

routes. Ms. Martin said the County intends to purchase \$2,200 of tools for the trail work, but all of the labor will be volunteer.

Chairman Dockery suggested the possibility of doing a boardwalk as an alternative to the roadside trail portion. He emphasized he wants to see projected costs for a restroom facility, possible funding sources, and a timeline. Ms. Martin commented this is on the City's Capital Improvements Plan and they intend to discuss it further. It may be a good idea to have a meeting with both Commissioners and City Council members, she proposed. Chairman Dockery said he wants to see what we can accomplish from this master plan.

16. Library Pavilion (Special Projects Director Allison Martin)

Library Pavilion

17. 2021 TSPLOST Work Plan Truck and Trailer Request (Public Works Director Larry Reiter)

Request to revise the TSPLOST work plan to include a small dump truck with additional equipment.

18. Sheriff Request to Purchase a Vehicle (Sheriff Stacy Jarrard)

Sheriff Request to Purchase a Vehicle

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

The meeting ended at 5:56 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

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

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Minutes
Commissioners Boardroom



February 16, 2021
 6:00 P.M.

CALL TO ORDER

The meeting was called to order at 6:03 PM by Chairman Chris Dockery

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

INVOCATION

Commissioner Miller 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.

PUBLIC COMMENTS (Agenda Specific)

PRESENTATIONS

1. Recognition of 2020 Employees of the Year

This is to recognize Donald Garrett as the 2020 Employee of the Year, Jason Edwards as the 2020 Fire/EMS Employee of the Year, and Brad Farris as the 2020 Sheriff's Department Employee of the Year.

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 1 Commissioner Miller. The motion was approved and carried.

2. Board of Commissioners - Work Session - Jan 5, 2021 4:00 PM
3. Board of Commissioners - Special Called Meeting - Jan 5, 2021 4:10 PM
4. Board of Commissioners - Work Session II - Jan 19, 2021 5:30 PM

5. Board of Commissioners - Regular Meeting - Jan 19, 2021 6:00 PM

RESOLUTIONS

6. 2021 - 10 - Reappoint Members to Public Building Authority -Seat 3, Franklin Youngblood & Seat 4, Daniel Harding

Reappoint Members to Public Building Authority - Seat 3, Franklin Youngblood & Seat 4, Daniel Harding

Motion: A motion was made by Chairman Dockery to appoint Franklin Youngblood to Seat 3 and Daniel Harding to Seat 4, both with terms ending 2/21/2024. The motion was seconded by District 1 Commissioner Miller. The motion was approved and carried.

7. 2021 - 11 - Reappoint Member to Development Authority - Seat 9, Jim Curtis

Reappoint Member to Development Authority - Seat 9, Jim Curtis

Motion: A motion was made by Chairman Dockery to reappoint Jim Curtis to Seat 9 with a term ending 3/7/2025. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

8. 2021 - 12 - Appoint/Reappoint Members to Airport Authority - Jackie Lee-Seat A, Brian Denney-Seat B

Appoint/Reappoint Members to Airport Authority - Jackie Lee to Seat A, Brian Denney to Seat B

Motion: A motion was made by Chairman Dockery to appoint Jackie Lee to Seat A with a term ending 2/19/2022. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

Motion: A motion was made by Chairman Dockery to reappoint Brian Denney to Seat B with a term ending 2/19/2025. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

9. 2021 - 13 - Reappoint Member to Hospital Authority - Seat 3, Shirley Pace

Reappoint Member to Hospital Authority - Seat 3, Shirley Pace

Motion: A motion was made by Chairman Dockery to reappoint Shirley Pace to Seat 3 with a term ending 3/01/2025. The motion was seconded by District 1 Commissioner Miller. The motion was approved and carried.

10. 2021 - 14 - Appoint Member to Joint Development Authority of Dawson, Lumpkin, and White Counties

Appoint Member to Joint Development Authority of Dawson, Lumpkin, and White Counties - Jim Curtis to Seat 2 with a term expiring 12/31/2024.

Motion: A motion was made by Chairman Dockery to appoint Jim Curtis to Seat 2 with a term ending 12/31/2024. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

11. 2021 - 15 - Create and Appoint Lumpkin County Manager Search Committee

Create and Appoint Lumpkin County Manager Search Committee

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

REPORTS

Chairman Dockery welcomed Nick Ives, intern for Representative Will Wade.

Sheriff Jarrard said the upcoming annual LCSO Easter egg hunt will occur on April 3 at the R-Ranch.

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

Elected Officials

CONTRACTS/AGREEMENTS

12. 2021-006 - 2021 LMIG Asphalt Resurfacing Bid Award (Public Works Director Larry Reiter)

Recommendation to award the LMIG (Local Maintenance and Improvement Grant) project bids.

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

13. 2021-007 - 2021 TSPLOST Asphalt Resurfacing Bid Award (Public Works Director Larry Reiter)

Recommendation to award the TSPLOST project bids.

Motion: A motion was made by District 1 Commissioner Miller to approve option B, which is to award the contract to Colditz Trucking with the addition of Rock House Road. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

14. 2021-008 - ACCG GA County Internship Program Agreement (Finance Director Abby Branan)

Consideration of Grant Agreement ACCG Georgia County Internship Program Right-of-Way Intern

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

OTHER ITEMS

15. Yahoola Reservoir Work Plan (Development Authority Director Rebecca Mincey)

Yahoola Reservoir Work Plan

16. Library Pavilion (Special Projects Director Allison Martin)

Library Pavilion

Motion: A motion was made by District 1 Commissioner Miller to approve the project using the funds and contribution from the Library. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried. Commissioner Stringer was opposed.

17. 2021 TSPLOST Work Plan Truck and Trailer Request (Public Works Director Larry Reiter)

Request to revise the TSPLOST work plan to include a small dump truck with additional equipment.

Motion: A motion was made by District 3 Commissioner Stringer to approve 2021 TSPLOST Work Plan Truck and Trailer Request. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

18. Sheriff Request to Purchase a Vehicle (Sheriff Stacy Jarrard)

Sheriff Request to Purchase a Vehicle

Motion: A motion was made by District 3 Commissioner Stringer to approve Sheriff Request to Purchase a Vehicle. The motion was seconded by District 1 Commissioner Miller. The motion was approved and carried.

COUNTY MANAGER

Mr. Kelley reminded everyone that on Thursday, there will be a public hearing and special called meeting of the BOC. The Board Retreat is also next Thursday.

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Stringer shared that the Water & Sewerage Authority expansion project is finished on Castleberry & Auraria Roads. The rest of the project has been delayed due to weather.

Chairman Dockery said we have begun advertising for the County Manager position yesterday and have already received 8 applicants.

PUBLIC COMMENTS

ADJOURNMENT

Motion: A motion was made by Commissioner Mayfield to adjourn the meeting. The motion was seconded by Commissioner Stringer. The motion was approved and the meeting ended at 6:30 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

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

LUMPKIN COUNTY
Board of Commissioners
Public Hearing Minutes
Commissioners Boardroom



February 18, 2021
 5:00 P.M.

Call to Order

The meeting was called to order at 5:14 PM by Chairman Chris Dockery

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

Public Comment

1. 2021 - 17 - Authorize the Introduction of Local Legislation to Amend an Act to create the Board of Commissioners

Authorize the Introduction of Local Legislation to Amend an Act to create the Board of Commissioners

There were no comments from the public.

Adjournment

The public hearing ended at 5:15 PM.

 Date

 Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

Attest:

 Melissa Witcher
 County Clerk, Lumpkin County

LUMPKIN COUNTY
Board of Commissioners
Special Called Meeting Minutes
Commissioners Boardroom



February 18, 2021
 5:15 P.M.

CALL TO ORDER

The meeting was called to order at 5:15 PM by Chairman Chris Dockery

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

CONSIDERATION OF AGENDA

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

RESOLUTIONS

1. 2021 - 17 - Authorize the Introduction of Local Legislation to Amend an Act to create the Board of Commissioners

Authorize the Introduction of Local Legislation to Amend an Act to create the Board of Commissioners

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

CONTRACTS

2. 2021-009 - Lumpkin County Planning and Development Office Renovations- GMP Charles Black Construction (Special Projects Director Allison Martin)

Lumpkin County Planning and Development Office Renovations - GMP Charles Black Construction

Motion: A motion was made by Chairman Dockery to approve the GMP based upon the recommendation of the Building Committee. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

OTHER ITEMS

3. Aquatic Center Rendering Approvals (Special Projects Director Allison Martin)

Aquatic Center Rendering Approvals

Special Projects Director Allison Martin went over the discussion from the Building Committee meeting. They desire for the Aquatic Center architect to meet with the architects for the future elementary school so the two buildings will have a cohesive appearance. The Committee would like to increase the size of the front windows to look less institutional and to add a gable to be similar to the proposed design for the school. They also desire a similar stone pattern on the front of the Aquatic Center so it will coordinate with the school. The Committee also expressed they favor a colorful interior design featuring blues, golds, and creamy whites.

Motion: A motion was made by District 2 Commissioner Mayfield to accept the recommendation of the Building Committee. The motion was seconded by District 1 Commissioner Miller. The motion was approved and carried.

ADJOURNMENT

Motion: A motion was made by Commissioner Mayfield to adjourn the meeting. The motion was seconded by Commissioner Moran. The motion was approved and carried, and the meeting ended at 5:32 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Feb 18, 2021 5:15 PM (CONSIDERATION OF MINUTES)



Lumpkin County, Georgia

Board of Commissioners Department

Date: March 16, 2021

Agenda Item: A Resolution to Adopt a Revised Character Area Map of LC and to Amend Chapter 27 – Land Use

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

LUMPKIN COUNTY RESOLUTION NO. 2021-18

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

Whereas, Lumpkin County is required by the State of Georgia to have and maintain a master land use plan approved by the State acting by and through the Department of Community Affairs; and

Whereas, the Lumpkin County Comprehensive Plan 2017-2025 was adopted on March 21, 2017, by Lumpkin County Resolution No. 2017-23, along with the accompanying Recommended Character Area Map; and

Whereas, the Lumpkin County Planning Department recommended a revised Lumpkin County Land Use Code, which was adopted by Lumpkin County Resolution No. 2019-05, along with a revised Character Area Map, which was adopted by Lumpkin County Resolution 2019-07; and

Whereas, the Lumpkin County Land Use Code was further revised by Lumpkin County Resolution No. 2019-68 to establish a Gateway Corridor Overlay District and to provide regulations for such overlay district which are set forth in Chapter 27 of the Code of Ordinances of Lumpkin County, Georgia, and in the Design Guidelines for the Gateway Corridor Overlay District; and

Whereas, the Board of Commissioners now desires to revise the Character Area Map to expand the Gateway Corridor Overlay District and to expand the Industrial character area; and

Whereas, following public notice published in The Dahlonega Nugget, the newspaper of general circulation within Lumpkin County, on February 23, 2021, and March 3, 2021, and after a public hearing as provided by said notice, the Lumpkin County Board of Commissioners has determined that it is appropriate to revise the Character Area Map;

Now therefore, it is hereby resolved that the map attached hereto and made a part hereof is adopted and shall be known as the official Character Area Map of Lumpkin County, Georgia; and

It is further resolved that all references to the official future land use map or the official future land use plan map of Lumpkin County in any Lumpkin County codes, rules or regulations shall refer to the Character Area Map of Lumpkin County, Georgia, adopted herein; and

It is further resolved that Section 27-59 (1) of the Code of Ordinances of Lumpkin County, Georgia, is hereby amended as follows:

- (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.

It is further resolved that the Design Guidelines for the Gateway Corridor Overlay District shall be updated to incorporate the changes approved herein.

Resolved, adopted and effective this 16th day of March, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

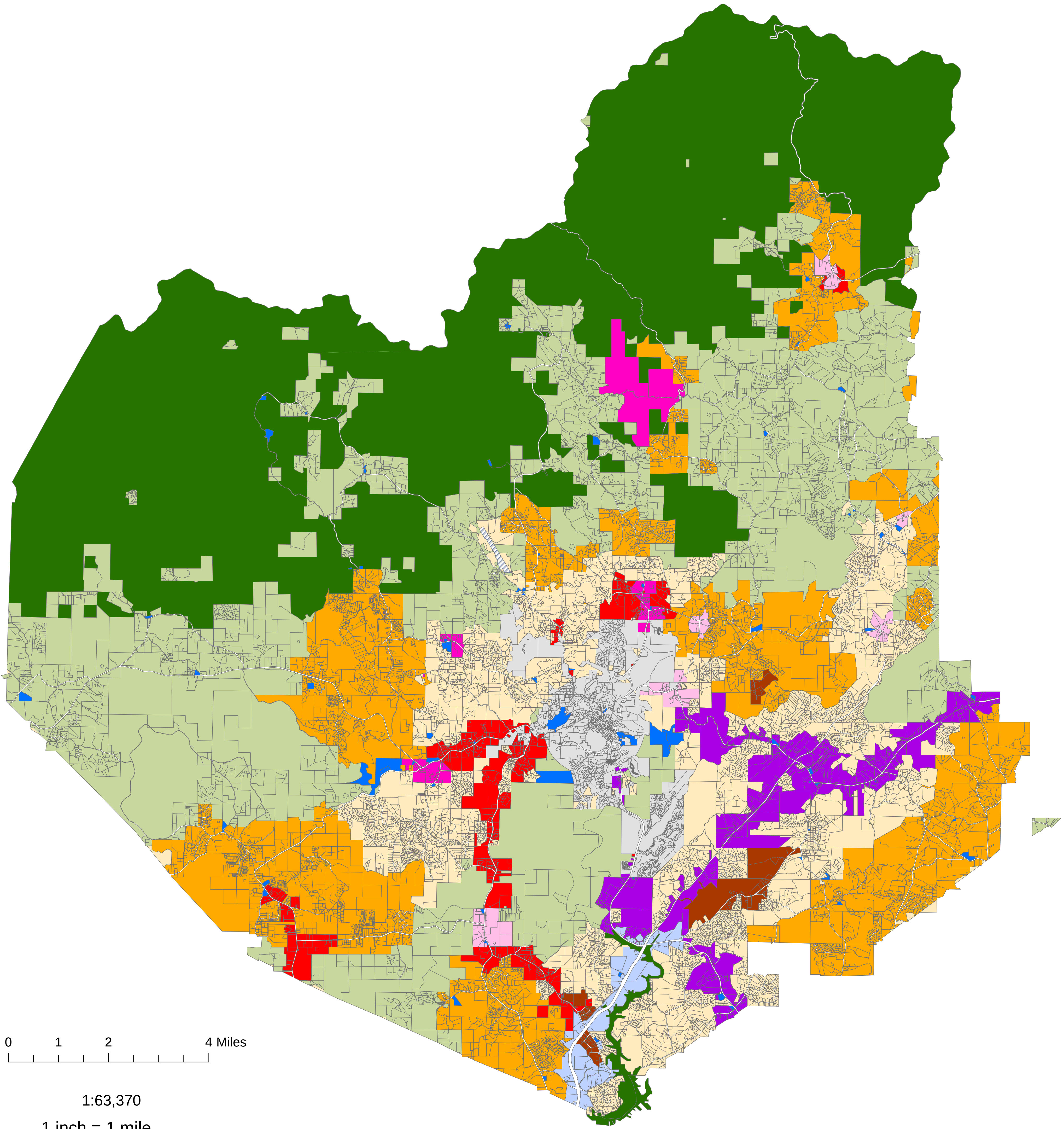
Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:

2021 Character Area Map
2021 BOC Retreat - Planning Department
Proposal to Expand Lumpkin County Industrial Park Footprint
Full Gateway Corridor Overlay District
Industrialchange2_262021 (003)
Overlay District Addition

2021 Lumpkin County Character Area Map



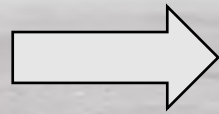
Legend

- | | | |
|-----------------------------------|-----------------------------|--|
| Commerce Corridor | Neighborhood Village Center | Industrial |
| Gateway Corridor | Agricultural Preservation | Public/Institutional |
| Gateway Corridor Overlay District | Residential Growth | Recreation/Open Space/Conservation |
| Community Village Center | Rural Places | Transportation/Communication/Utilities |
| | | City of Dahlonega |



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

Discuss CAM Revisions for:



Gateway Corridor & Overlay District



**LUMPKIN
COUNTY GA**

Southern living, southern charm.

Lumpkin County Community Vision

Excerpt from: Comprehensive Plan

“Lumpkin County: A historic mountain community that values small town tradition and balances responsible, focused growth, while also promoting quality of life and the experience of recreational living with southern charm.”

Gateway Corridor Character Area Intent

Several major road corridors are considered to be scenic rural vistas:

- State Route 400, State Route 60, State route 52 and Long Branch Road.
- Georgia 400 and State Route 60 provide the “Gateway” into the County and the City of Dahlonega.
- In order to maintain the rural and scenic vistas that are important to the county’s citizens this area requires special treatment to assure proper development along the entrance into the county.
- From an urban design standpoint, the most critical element in creating a visually appealing gateway corridor is the enforcement of appropriate development standards to ensure adequate site plans and landscaping.

Gateway Corridor Overlay District Intent

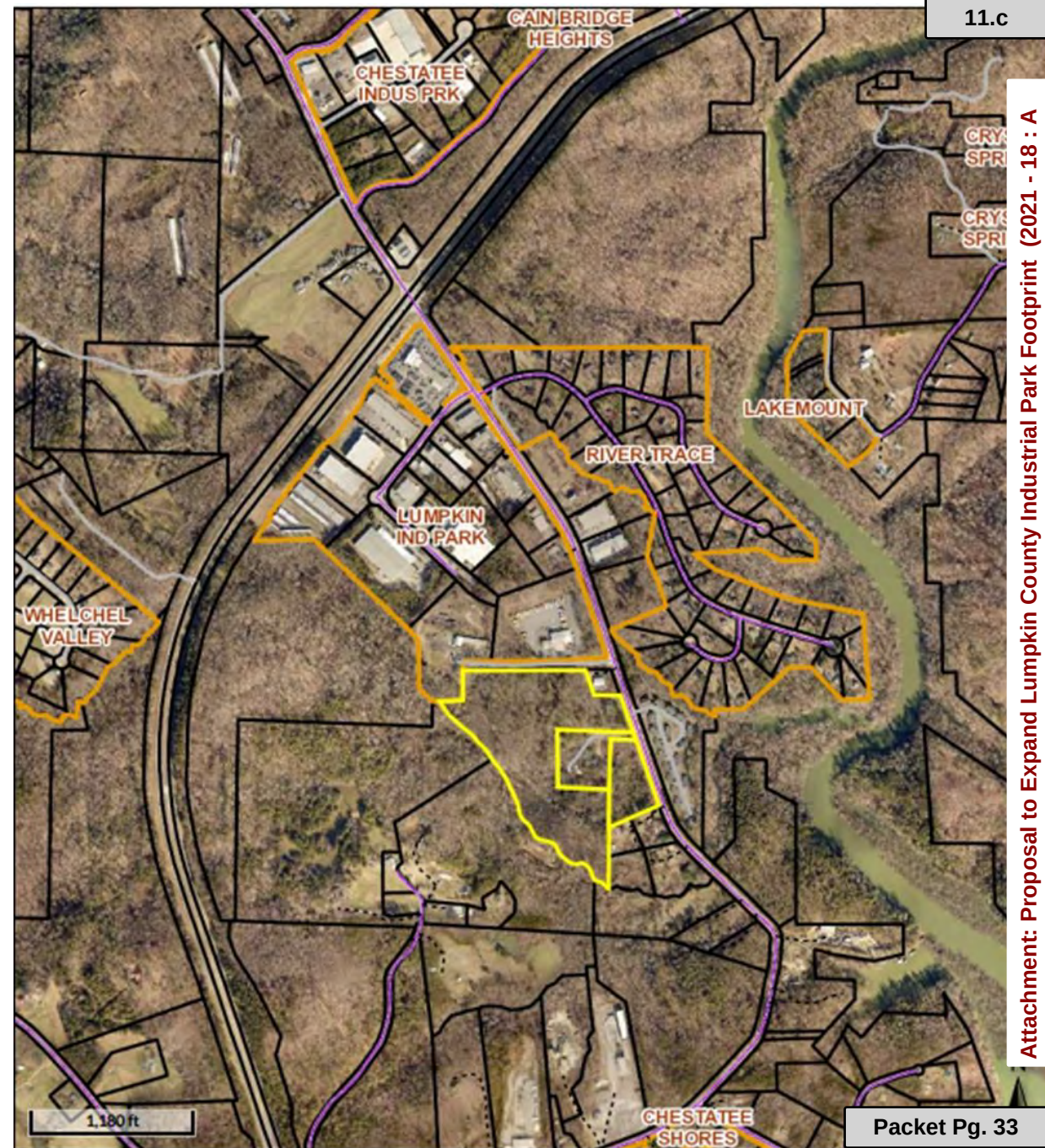
- The Gateway Corridor Overlay District is intended to be areas of focused development that promote the community vision and aesthetics described in the Lumpkin County Comprehensive Plan.
- These areas are the primary thoroughfare through the county and the entryway into its urban core.
- As such, the natural views and aesthetic character of the area must be protected from encroachment and degradation by unplanned and incompatible development.

Overlay District CAM Recommendation:

- Expand the Gateway Overlay District Boundary
- Public Hearing scheduled for 16 March

Lumpkin County Industrial Park Expansion

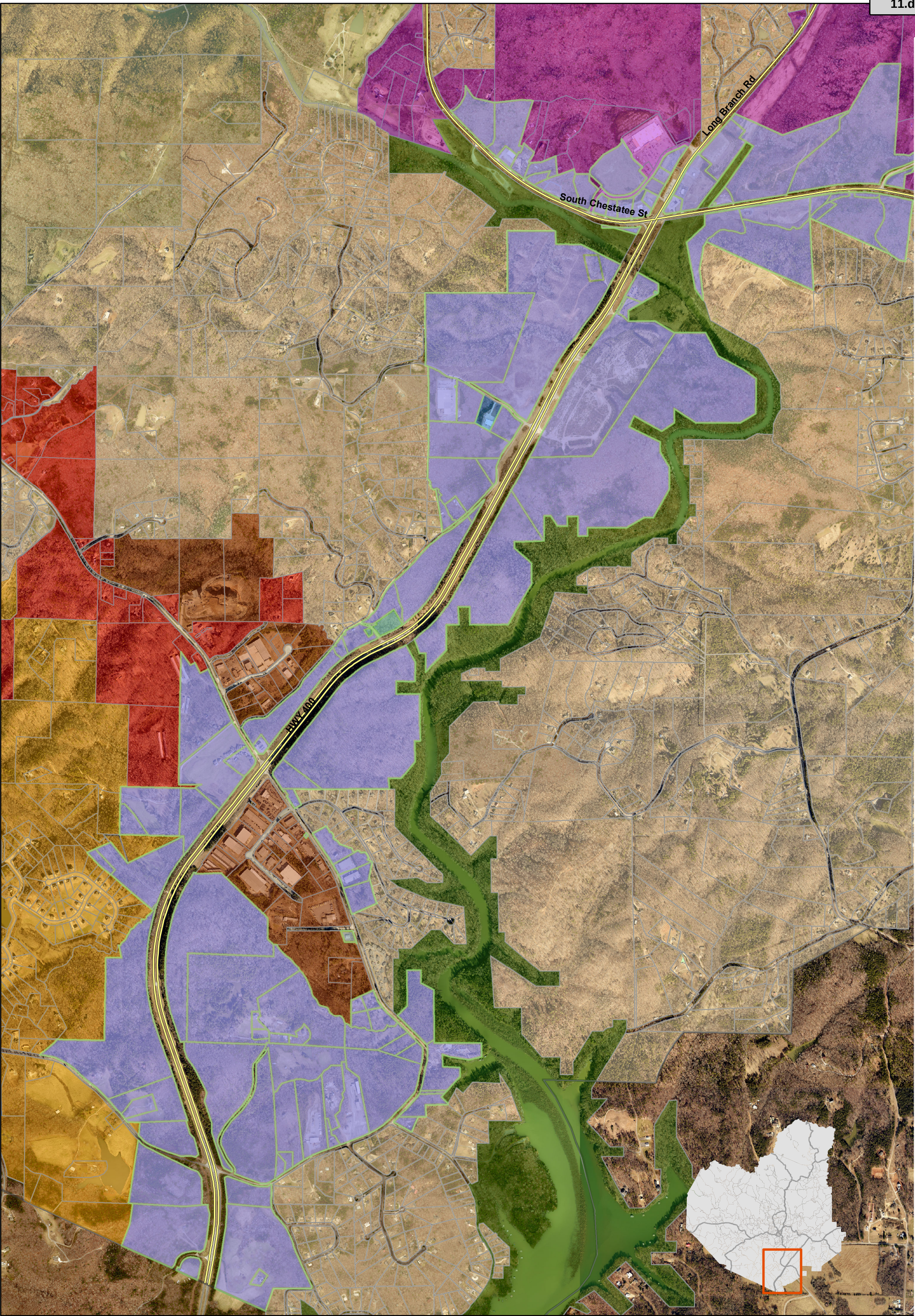
- Current location
- LCWSA purchased property on 12/23/20
 - Map/Parcels: 066-065, 066-064 & 066-085
- Currently located in the Gateway Corridor Overlay District
- Staff believes that the best Character Area for this proposed land use, would be to include the contiguous parcels owned by LCWSA into the Lumpkin County Industrial Park.
- CAM Revision Public Hearing: March 16



Lumpkin County Industrial Park Expansion

- **LCWSA's Ongoing Site Development Activities:**
 - Working to clean debris and overgrown areas at the site.
 - Designing gravity sewer line from Chestatee Industrial Park to the site.
 - Working to drill two test wells to assess potential for water supply.
 - Completing soils testing at two areas to assess potential for development of community septic system.
 - Results from well drilling and soils testing will help determine final layout of site improvements
- **Planning for the Future:**
 - The community septic system would be designed to have an initial wastewater treatment capacity of 10,000 gallons per day and could be expanded to treat 20,000 gallons per day.
 - Site design reserves area for future Waste Water Treatment Plant (WWTP) for additional treatment capacity.
 - Site design reserves ~ 7 acres for optional development.
 - Lumpkin County Development Authority evaluating options for ~7 acre area
- **Development Authority's Involvement:**
 - Currently working with UGA Civil Engineering Class to develop site plan. In May 2021 top 3 groups present ideas to Lumpkin County.
 - Market properties for new businesses to locate to Lumpkin County.
 - Authority could purchase ~7 acres from the LCWSA or market on their behalf and sell directly to prospect.
 - Growing "product" is a key part of the Authority's Business Recruitment, Retention, & Expansion Program





Attachment: Full Gateway Corridor Overlay District (2021 - 18 : A Resolution to Adopt a Revised Character Area Map of LC and to Amend Chapter 27 – Land Use)

- Legend**
- Proposed Gateway overlay
 - Commerce Corridor
 - Gateway Corridor
 - Community Village Center
 - Neighborhood Village Center
 - Agricultural Preservation
 - Residential Growth
 - Rural Places
 - Industrial
 - Public/Institutional
 - Recreation/Open Space/Conservation
 - Transportation/Communication/Utilities
 - City of Dahlonega
 - LumpkinCoBoundary

Character Area Map
revision to the
Gateway Corridor Overlay District

0 400 800 1,600 Feet
1:16,833
1 inch = 1,683 feet
Lumpkin County's GIS
cannot accept any responsibility
for errors, omissions, or positional accuracy.





- Legend
- Proposed Gateway overlay
 - Commerce Corridor
 - Gateway Corridor
 - Community Village Center
 - Neighborhood Village Center
 - Agricultural Preservation
 - Residential Growth
 - Rural Places
 - Industrial
 - Patchwork/Traditional
 - Recreation/Open Space/Conservation
 - Transportation/Communication/Utilities
 - City of Dahlonega
 - Lumpkin-County Boundary
 - Road Centerline

Character Area Map
revision to the
Lumpkin County Industrial area

0 90 180 360 Feet
1:5,007
1 inch = 317 feet
Lumpkin County's GIS
cannot accept any responsibility
for errors, omissions, or positional accuracy.





Legend

Proposed Gateway overlay

Character Area map revision to the Gateway Corridor Overlay District

0 155 310 620 Feet
1:11,802
1 inch = 983 feet

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



Lumpkin County, Georgia

Planning Department

Date: March 16, 2021

Agenda Item: Consideration of Use of Sound Amplifying Equipment Ordinance

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

Facts & Historical Information:

The Board of Commissioners finds that there have been increasing concerns related to the operational hours and use of sound amplifying equipment. In order to adequately protect the public health, safety and welfare of event participants, neighboring property owners, other residents and the community at large, and to mitigate the impacts created, it is necessary to discuss the need to provide guidance and oversight for the use of sound amplifying equipment.

Potential Courses of Action:

- A) Adopt the ordinance as written.
- B) Make changes to the draft submitted and adopt it.
- C) Do not adopt.

Budget Impact:

No effect.

Staff Recommendation:

The staff has provided a “draft” ordinance for the BOCs discussion & consideration.

LUMPKIN COUNTY RESOLUTION NO. 2021 – 19

**A RESOLUTION TO ADOPT
RESTRICTIONS ON THE USE OF SOUND AMPLIFYING EQUIPMENT**

Whereas, the Board of Commissioners desires to establish certain restrictions applicable to the use of sound amplifying equipment at any place outdoors in the unincorporated areas of Lumpkin County;

Now, therefore, the Board of Commissioners of Lumpkin County hereby approves and adopts the restrictions on use of sound amplifying equipment, the exceptions and the violation provisions set forth in the Exhibit “A” attached hereto, which is by reference fully incorporated herein, and which shall be codified in Chapter 28, Article III of the Code of Ordinances of Lumpkin County;

Resolved, adopted and effective this 16th day of March, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:

2021 USE OF SOUND AMPLIFYING EQUIPMENT Ordinance

ARTICLE III. - USE OF SOUND AMPLIFYING EQUIPMENT

Sec. 28-44. - RESTRICTIONS ON USE OF SOUND AMPLIFYING EQUIPMENT

- A. No person shall use or cause to be used any sound amplifying device or equipment at any place outdoors in the unincorporated areas of Lumpkin County, except in accordance with subsection B.
- B. Sound amplifying devices and equipment:
1. Shall be operated in a manner that directs sound, to the extent feasible, toward open unoccupied space and away from residential uses; and
 2. Shall not be used outdoors between the hours of 10:00 p.m. and 6:00 a.m. Sunday through Thursday and not between the hours of 11:00 p.m. and 6:00 a.m. Friday and Saturday except when other time limitations have been approved as a condition through the Special Land Use Approval process, or otherwise approved by the Board of Commissioners for an annual one-time event.

Sec. 28-45. - EXCEPTIONS

This ordinance shall not be construed to apply to the use of sound amplifying equipment or devices under the following circumstances:

1. Sound amplification equipment or devices used on privately owned property, where the sound produced does not carry beyond the property line;
2. Radios, stereo systems, televisions and other, similar, audio equipment, when the volume does not exceed the volume of normal conversational speech; or
3. Sound amplification equipment or devices used on emergency vehicles or by government employees in connection with any activity undertaken for the protection of the public health or safety.

Sec. 28-46. - VIOLATIONS

This ordinance shall be enforced by the Lumpkin County Sheriff's Department. Any person who uses or causes to be used any sound amplifying equipment or device in violation of the provisions of this ordinance shall be guilty of a misdemeanor.



Lumpkin County, Georgia

Finance Department

Date: March 16, 2021

Agenda Item: March Surplus Property

Item Description: 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. 2021 – 20

**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 Asset Report 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 Asset Report 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 16th of March, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:

Final Surplus List March 2021
SO Email

Exhibit "A"

Surplus Asset Report

Lumpkin County, GA

Date range:

Inventory ID	Description	Department	VIN/Serial	Year	Reason for Surplus
5390	1993 FREIGHTLINER DUMP TRUCK	49000	1FUJ3LYB3PH475390	1993	NOT ROADWORTHY / UNSAFE NEEDS APPROX. \$10K IN REPAIRS
3006	1996 SUTPHEN FIRE TRUCK / PUMPER	49000	1S9A8LLD4T30003006	1996	NOT ROADWORTHY / UNSAFE FORMALLY USED BY ROAD DEPT TO FLUSH OUT CROSS DRAINS. PUMP NO LONGER WORKS, WILL COST \$20K TO REBUILD PUMP.
7508	1995 STOUGHTON 48' TRAILER	45500	1DW1A5325SS927508	1995	FORMALLY SCRAP TIRE TRAILER, NO LONGER SAFE FOR ROADWAY, EXCESSIVE RUST. REPLACED IN 2019
NSN	1994 30KW LIBBY (MIL SURP) GENERATOR	42000/49000	RZH00708	1994	INOPERATIVE / STRUCK BY LIGHTING / NEW REPLACEMENT ON ORD
NSN	MILITARY SURPLUS LIGHT TOWER	49000	NSN	N/A	NO LONGER FUNCTIONS NON REPAIRABLE NOT USED IN 7 YEARS
NSN	MILITARY SURPLUS LIGHT TOWER	49000	NSN	N/A	NO LONGER FUNCTIONS NON REPAIRABLE NOT USED IN 7 YEARS
NSN	MILITARY SURPLUS LIGHT TOWER	49000	NSN	N/A	NO LONGER FUNCTIONS NON REPAIRABLE NOT USED IN 7 YEARS
	2 Small Restaurant Style Square Tables	55200			
	2 Box Type Speakers (1 on a stand)	55200			
	2 Pieces Old Audio Equipment	55200			
	2001 Ford Expedition 4x4	33230	1FMPU16L11LB04499	2001	Mileage 224,000
	2001 Ford Expedition 4x4	33230	1FMPU16LX1LB04503	2001	Unknown Mileage; Estimated 175,000
	1991 Chevrolet G-20 Van	33000	1GCEG25K0M7135046	1991	Last Known Mileage 134,997
	1994 Chevrolet C1500 1/2 Ton Pickup 2x4	33000	1GCDC14KBRZ113052	1994	Mileage 270,000

Attachment: Final Surplus List March 2021 (2021 - 20 : March Surplus Property)

Melissa Witcher

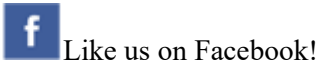
From: Abby Branan
Sent: Thursday, February 25, 2021 1:15 PM
To: Melissa Witcher
Subject: FW: surplus vehicles

Melissa,

Will you please add this email to the backup for the surplus item?

Thank you,
Abby

Abby C. Branan
Director of Finance & Purchasing
Lumpkin County, Georgia
706.482.2554



If you are not the intended recipient or the person responsible for delivering the e-mail to the intended recipient, be advised that you have received this e-mail in error and that any use, dissimination, forwarding, printing, or copying of this email is strictly prohibited. Please contact 706-482-2554 if you receive this email in error.

From: Doug Cochran <Doug.Cochran@LumpkinCounty.GOV>
Sent: Thursday, February 25, 2021 1:10 PM
To: Abby Branan <Abby.Branan@LumpkinCounty.GOV>; Brendan Garland <Brendan.Garland@LumpkinCounty.GOV>
Cc: Stacy Jarrard <Stacy.Jarrard@LumpkinCounty.GOV>
Subject: surplus vehicles

Good morning Abby

The following list is vehicles that we are surplus vehicles.

1. 2001 Ford Expedition 4x4 Vin # 1FMPU16L11LB04499, Mileage 224,000 (UPD)
2. 2001 Ford Expedition 4x4 Vin# 1FMPU16LX1LB04503, Mileage unknow but approx. 175,000 (UPD)
3. 1991 Chev C-20 Van Vin# 1GCEG25K0M7135046 Mileage unknown (UPD)
4. 1994 Chev P/U 2 wheel drive Vin # 1GCDG14K6RZ113052 (2nd G is suspect due to being unable to read) 270,000 + (ADM)

Once approved, all vehicles will be removed from our records (Zuercher)

Thanks
Major Cochran

Attachment: SO Email (2021 - 20 : March Surplus Property)



Lumpkin County, Georgia

Public Works Department

Date: March 16, 2021

Agenda Item: Disaster Debris Removal & Disposal - Custom Tree Care, Inc.

Item Description: Renewal of contract for an additional 1-year term.

Facts & Historical Information:

In 2011, as part of the Lumpkin County Debris Management Plan, Lumpkin County committed to contracting with two companies to provide assistance in the removal and disposal of storm debris resulting from a declared disaster. In January 2019, staff rebid the contracts and received bids on February 2019. The low bidders were, based on Hurricane Irma debris quantities, were Graham Country Land at \$790,146 and Custom Tree Care at \$852,109. In March of 2019 a 2-year contract was issued to each of the low bidders. The contractor will only be deployed in the event of a federally declared disaster. If declared, state and federal agencies will pay for most of the eligible costs incurred under this contract. F.E.M.A regulations allow the contract to have an initial period of 2-years and allow the contract to be renewed in 1-year periods for 2 additional years. The current contracts expire on March 31, 2021.

Potential Courses Of Action:

- a) Renew the contract for an additional 1-year period.
- b) Rebid the contract.

Budget Impact:

The contractor will only be deployed in the event of a federally declared disaster. If declared; state and federal agencies will pay for most of the eligible costs incurred under this contract.

Staff Recommendation: Staff recommends (COA a) that the Custom Tree Care, Inc. contract be renewed for one year.

Attachments:

Disaster Debris Removal Contract - Custom Tree Care 2021

**CONTRACT RENEWAL
FOR
DISASTER DEBRIS REMOVAL & DISPOSAL
PROJECT # 2019-003**

This agreement is made and entered into this 16th day of March, 2021, between Lumpkin County Board of Commissioners, hereinafter referred to as “Lumpkin County”, a political subdivision of the State of Georgia, and Custom Tree Care, Inc., a Kansas corporation authorized to transact business in the State of Georgia.

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

A. Summary of Work and Payment:

1. In the event of a disaster, if Lumpkin County determines that the available resources are insufficient to complete the debris removal and disposal process in a timely manner, then Lumpkin County may issue a Notice to Proceed to Contractor to perform FEMA eligible debris removal and disposal work as more specifically described in Lumpkin County’s Invitation to Bid #2019-003 Disaster Debris Removal and Disposal Services, released January 30, 2019, and all addendum thereto, which is incorporated herein by reference. Such Notice to Proceed shall contain explicit details as to the scope of Contractor’s operations and a schedule of completion. The extent of Contractor’s involvement will be dictated by the needs of the County and will be incident specific.

2. Within 48 hours of receipt of a Notice to Proceed from Lumpkin County, Contractor shall commence the work described in the Notice to Proceed. All work shall be completed according to the schedule of completion contained in the Notice to Proceed.

3. All work described in any Notice to Proceed shall be work eligible under FEMA Public Assistance regulations, policies, and guidance. Debris removal operations will be conducted in multiple phases. The initial phase will consist of clearing debris from affected areas identified as a high priority in order to maintain viable transportation corridors and provide essential services to the population at large. Many of these priority areas will be identified according to each event. A preliminary damage assessment will be conducted to determine the amount of debris as well as developing time and cost estimates for the recovery process. The contracted vendor will then use this information to secure any necessary performance and payment bonds prior to starting work.

Once the initial phase of debris removal operations has been concluded and damage assessments findings have been reviewed, the next phase will begin which will involve clearing debris from all public right of ways and publicly owned property.

All eligible debris will be removed from each site before moving on to the next site. Partial clearance of debris sites is not acceptable. Only vegetative debris will be taken to the

vegetative debris management sites for reduction. Other categories of debris will be taken to an approved disposal site. It is expected that all debris removal, reduction and disposal operations, as well as all documentation and Debris Management Site restoration, will be completed within 180 days of the date of the relevant disaster declaration. Debris reduction methods will be determined per event.

4. Contractor must use load tickets to record with specificity (e.g. street address) where debris is picked up and the amount picked up, hauled, reduced and disposed of.

5. In order to ensure that all debris removal activities are conducted in a manner consistent with FEMA guidelines and to ensure that Lumpkin County retains its eligibility to receive funding for reimbursement should it become available, monitoring stations will be set up at each collection and disposal site. A site monitor will be established to ensure that debris is separated properly before being loaded at the loading site. All site monitoring will be conducted by Lumpkin County personnel or a monitoring contractor whether operations are being conducted by Lumpkin County resources, private contractors, or both. Contractor shall be responsible for providing monitoring stations at each site and site monitor training for personnel designated by Lumpkin County.

Once debris is loaded, it will be hauled to the temporary disposal sites where it will be off loaded into the appropriate area. There will be a site manager assigned to oversee operations at these sites and to direct the efforts of the individual site monitors. As the driver enters the disposal site, he will stop at a monitoring station where the load will be inspected to ensure that it has been separated, loaded properly, and is being transported in an approved container. The load will also be inspected and an estimated volume determined and recorded on the appropriate reporting forms. Once the load is cleared at the monitoring station, it will proceed to the off load point where another monitor will supervise the off loading to ensure that the load is placed in the appropriate location and there are no problems with the load that may not have been identified at earlier stations.

6. 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.

7. The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the Contractor's authorized representative, who shall be authorized to receive and accept any and all communications from the County. The County shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the County.

Ex 8. The Contractor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the County, if the County reasonably determines that the performance of any sub-contractor or personnel is unsatisfactory.

9. Contractor shall be paid based on the unit prices set out on the Fee Schedule attached hereto as Exhibit "A" and incorporated herein by reference.

10. Contractor must submit invoices (with supporting load tickets) regularly and for no more than 30-day periods. County's Project Manager must approve all work prior to payment.

B. Performance and Payment Bonds:

1. In the event that the contract amount for a specific incident is in excess of \$100,000.00, then Contractor must furnish a payment bond for 100 percent of the contract amount. Said bond must be furnished prior to commencing work.

2. In the event that the contract amount for a specific incident is in excess of \$100,000.00, then Contractor must furnish a performance bond for 100 percent of the contract amount. Said bond must be furnished prior to commencing work.

3. In the event that performance and payment bonds are required, Lumpkin County shall reimburse the Contractor for the cost of the bonds.

C. Liability:

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

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

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

D. Insurance:

The Contractor shall, during the continuance of all work under the Contract, provide 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 Contractor 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 Contractor agrees to maintain Comprehensive General Liability insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the Contractor, 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 Contractor 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 Contractor 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 Contractor shall notify the County, in writing, sixty (60) days prior to any change in insurance coverage, including cancellation, non-renewal, etc. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor 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 Contractor 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 Contractor.

Further, the Contractor 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 Contractor 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 Contractor 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 Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the County may be considered. The Contractor 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 Contractor will not assign, transfer, convey, or otherwise dispose of this contract or its right, title, or interest in or to the same, or any part thereof, without written consent of the County.

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

F. Indemnity:

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

G. Documents Deemed Part of Contract:

Unless otherwise modified by this Contract, Lumpkin County's Invitation to Bid issued January 30, 2019, and any addendums issued thereto, shall be deemed part of the contract. No documentation or information provided by the Contractor shall be deemed part of the contract unless expressly incorporated herein.

H. Severability:

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State 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 Contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be Lumpkin County, Georgia.

J. Cancellation:

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

Failure of the Contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to Lumpkin County. 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 Contractor 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 Contractor.

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

K. Safe Working Environment and Drug Free Workplace

Contractor shall provide a safe working environment.

Contractor 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 Contractor further certifies that:

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

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

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

L. Amendments or Modifications:

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

M. Notices:

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

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

Custom Tree Care, Inc.
 Attn: Greg Gathers, President
 6021 SW 29th St., PMB #130
 Topeka, KS 66614

and to Lumpkin County at the following address:

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

N. Term of Contract:

This contract shall commence on April 1, 2021, and end on March 31, 2022. This contract may be renewed upon mutual agreement for one (1) additional one-year term.

Lumpkin County:

Contractor:

Custom Tree Care, Inc.

 Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

 By: Greg Gathers
 Title: President

Attest:

(Corporate Seal)

 Melissa Z. Witcher
 Lumpkin County Clerk



Lumpkin County, Georgia

Public Works Department

Date:	March 16, 2021
Agenda Item:	Disaster Debris Removal & Disposal - Graham County Land Company
Item Description:	Renewal of contract for an additional 1-year term.
Facts & Historical Information:	In 2011, as part of the Lumpkin County Debris Management Plan, Lumpkin County committed to contracting with two companies to provide assistance in the removal and disposal of storm debris resulting from a declared disaster. In January 2019, staff rebid the contracts and received bids on February 2019. The low bidders were, based on Hurricane Irma debris quantities, were Graham Country Land at \$790,146 and Custom Tree Care at \$852,109. In March of 2019 a 2-year contract was issued to each of the low bidders. The contractor will only be deployed in the event of a federally declared disaster. If declared, state and federal agencies will pay for most of the eligible costs incurred under this contract. F.E.M.A regulations allow the contract to have an initial period of 2-years and allow the contract to be renewed in 1-year periods for 2 additional years. The current contracts expire on March 31, 2021.
Potential Courses Of Action:	a) Renew the contract for an additional 1-year period. b) Rebid the contract.
Budget Impact:	The contractor will only be deployed in the event of a federally declared disaster. If declared; state and federal agencies will pay for most of the eligible costs incurred under this contract.
Staff Recommendation:	Staff recommends (COA a) that the Graham Country Land Company, LLC. contract be renewed for one year.
Attachments:	Disaster Debris Removal Contract - Graham County Land Company 2021

**CONTRACT RENEWAL
FOR
DISASTER DEBRIS REMOVAL & DISPOSAL
PROJECT # 2019-003**

This agreement is made and entered into this 16th day of March, 2021, between Lumpkin County Board of Commissioners, hereinafter referred to as “Lumpkin County”, a political subdivision of the State of Georgia, and Graham County Land Company, LLC, a Kansas corporation authorized to transact business in the State of Georgia.

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

A. Summary of Work and Payment:

1. In the event of a disaster, if Lumpkin County determines that the available resources are insufficient to complete the debris removal and disposal process in a timely manner, then Lumpkin County may issue a Notice to Proceed to Contractor to perform FEMA eligible debris removal and disposal work as more specifically described in Lumpkin County’s Invitation to Bid #2019-003 Disaster Debris Removal and Disposal Services, released January 30, 2019, and all addendum thereto, which is incorporated herein by reference. Such Notice to Proceed shall contain explicit details as to the scope of Contractor’s operations and a schedule of completion. The extent of Contractor’s involvement will be dictated by the needs of the County and will be incident specific.

2. Within 48 hours of receipt of a Notice to Proceed from Lumpkin County, Contractor shall commence the work described in the Notice to Proceed. All work shall be completed according to the schedule of completion contained in the Notice to Proceed.

3. All work described in any Notice to Proceed shall be work eligible under FEMA Public Assistance regulations, policies, and guidance. Debris removal operations will be conducted in multiple phases. The initial phase will consist of clearing debris from affected areas identified as a high priority in order to maintain viable transportation corridors and provide essential services to the population at large. Many of these priority areas will be identified according to each event. A preliminary damage assessment will be conducted to determine the amount of debris as well as developing time and cost estimates for the recovery process. The contracted vendor will then use this information to secure any necessary performance and payment bonds prior to starting work.

Once the initial phase of debris removal operations has been concluded and damage assessments findings have been reviewed, the next phase will begin which will involve clearing debris from all public right of ways and publicly owned property.

All eligible debris will be removed from each site before moving on to the next site.

Partial clearance of debris sites is not acceptable. Only vegetative debris will be taken to the vegetative debris management sites for reduction. Other categories of debris will be taken to an approved disposal site. It is expected that all debris removal, reduction and disposal operations, as well as all documentation and Debris Management Site restoration, will be completed within 180 days of the date of the relevant disaster declaration. Debris reduction methods will be determined per event.

4. Contractor must use load tickets to record with specificity (e.g. street address) where debris is picked up and the amount picked up, hauled, reduced and disposed of.

5. In order to ensure that all debris removal activities are conducted in a manner consistent with FEMA guidelines and to ensure that Lumpkin County retains its eligibility to receive funding for reimbursement should it become available, monitoring stations will be set up at each collection and disposal site. A site monitor will be established to ensure that debris is separated properly before being loaded at the loading site. All site monitoring will be conducted by Lumpkin County personnel or a monitoring contractor whether operations are being conducted by Lumpkin County resources, private contractors, or both. Contractor shall be responsible for providing monitoring stations at each site and site monitor training for personnel designated by Lumpkin County.

Once debris is loaded, it will be hauled to the temporary disposal sites where it will be off loaded into the appropriate area. There will be a site manager assigned to oversee operations at these sites and to direct the efforts of the individual site monitors. As the driver enters the disposal site, he will stop at a monitoring station where the load will be inspected to ensure that it has been separated, loaded properly, and is being transported in an approved container. The load will also be inspected and an estimated volume determined and recorded on the appropriate reporting forms. Once the load is cleared at the monitoring station, it will proceed to the off load point where another monitor will supervise the off loading to ensure that the load is placed in the appropriate location and there are no problems with the load that may not have been identified at earlier stations.

6. 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.

7. The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the Contractor's authorized representative, who shall be authorized to receive and accept any and all communications from the County. The County shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the County.

8. The Contractor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the County, if the County reasonably determines that the performance of any sub-contractor or personnel is unsatisfactory.

9. Contractor shall be paid based on the unit prices set out on the Fee Schedule attached hereto as Exhibit "A" and incorporated herein by reference.

10. Contractor must submit invoices (with supporting load tickets) regularly and for no more than 30-day periods. County's Project Manager must approve all work prior to payment.

B. Performance and Payment Bonds:

1. In the event that the contract amount for a specific incident is in excess of \$100,000.00, then Contractor must furnish a payment bond for 100 percent of the contract amount. Said bond must be furnished prior to commencing work.

2. In the event that the contract amount for a specific incident is in excess of \$100,000.00, then Contractor must furnish a performance bond for 100 percent of the contract amount. Said bond must be furnished prior to commencing work.

3. In the event that performance and payment bonds are required, Lumpkin County shall reimburse the Contractor for the cost of the bonds.

C. Liability:

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

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

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

D. Insurance:

The Contractor shall, during the continuance of all work under the Contract, provide 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 Contractor 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 Contractor agrees to maintain Comprehensive General Liability insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the Contractor, 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 Contractor 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 Contractor 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 Contractor shall notify the County, in writing, sixty (60) days prior to any change in insurance coverage, including cancellation, non-renewal, etc. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor 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 Contractor 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 Contractor.

Further, the Contractor 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 Contractor 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 Contractor 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 Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the County may be considered. The Contractor 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 Contractor will not assign, transfer, convey, or otherwise dispose of this contract or its right, title, or interest in or to the same, or any part thereof, without written consent of the County.

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

F. Indemnity:

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

G. Documents Deemed Part of Contract:

Unless otherwise modified by this Contract, Lumpkin County's Invitation to Bid issued January 30, 2019, and any addendums issued thereto, shall be deemed part of the contract. No documentation or information provided by the Contractor shall be deemed part of the contract unless expressly incorporated herein.

H. Severability:

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State 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 Contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be Lumpkin County, Georgia.

J. Cancellation:

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

Failure of the Contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to Lumpkin County. 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 Contractor 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 Contractor.

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

K. Safe Working Environment and Drug Free Workplace

Contractor shall provide a safe working environment.

Contractor 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 Contractor further certifies that:

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

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

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

L. Amendments or Modifications:

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

M. Notices:

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

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

Graham County Land Company, LLC
 Attn: Randy Jordan, CEO/Managing Partner
 750 Tallulah Rd
 Robbinsville, NC 28771

and to Lumpkin County at the following address:

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

N. Term of Contract:

This contract shall commence on April 1, 2021, and end on March 31, 2022. This contract may be renewed upon mutual agreement for one (1) additional one-year term.

Lumpkin County:

Contractor:

Graham County Land Company, LLC

 Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

 By: Randy Jordan
 Title: CEO/Managing Partner

Attest:

(Corporate Seal)

 Melissa Z. Witcher
 Lumpkin County Clerk



Lumpkin County, Georgia

Special Projects Department

Date: March 16, 2021

Agenda Item: IT Services Agreement

Item Description: IT Services Agreement

Facts & Historical Information:

In 2020, the board directed staff to place IT services out as a request for proposals given the length of time since the last formal process. A scope of work was released and the county received six returns. Of the six, five were responsive. The committee of staff from Finance, 911, Special Projects reviewed the proposals and shared our thoughts with the Purchasing Agent. The committee decided on a short list of three vendors and those vendors were interviewed the week of January 25, 2021. Interviews were completed and staff narrowed the short list down to two vendors to begin discussions regarding their best and final offers. ACNS, the county's current contracted IT vendor, and InterDev were the two finalists chosen by the committee. At the first work session discussions centered around not going with a different IT provider and working with our current provider. After discussion at the first work session, staff began negotiations with the current service provider to address a modified approach for services. At this time, staff does not feel that hiring an employee is the best approach. We do not have sufficient data to determine hours and job duties to draft a proper job description. Making the move to a hybrid contract will allow time for data to be compiled and is a move to having internal IT in the future.

Potential Courses Of Action:

- 1) The Board could consider keeping the same level of service with ACNS. There is a slight increase to the all-inclusive price to \$9,000.
- 2) The Board could consider retaining the services of ACNS for security and network management and hiring a higher-level IT employee to take over the daily functions of providing IT support to county staff. The cost to hire a higher-level employee could range as high as \$83,000 exclusive of benefits.
- 3) The Board could consider retaining the services of ACNS to provide their current services but place an employee at the county during the week to handle the daily tasks of providing support to county staff. The cost for this would be a monthly rate of \$8,500 plus the hourly charges for the employee. That could vary if there were vacations, illness, holidays, etc. The rate is \$30/hour.

Contract Term: The contract would run for one year with an option to renew.

Budget Impact: There will be an increase to the operating budget whether the county stays with the current provider or makes a change to the services. Staff feels that by realigning job duties, possible with the new archive software, a position in finance will not be needed which frees up dollars in the operating budget to cover the additional charges for the service.

Staff Recommendation: **The recommendation of the committee is to ask the Board to consider renewing an all-inclusive agreement with ACNS and placing an employee of the company onsite to manage a help desk and handle daily IT tasks and IT related projects.**

Attachments:

InterDev Pricing Options - Lumpkin County GA

ACNS

IT Pricing RFP 2021 final version

ACNS - LC Contract - 2021

INTERDEV PRICING

OPTION A

DETAILED SERVICE PRICING LISTING		
STANDARD SERVICE CATEGORIES		MONTHLY
End User Services	Full-Service IT Support - Onsite and remote Support Staff - Network and Data Center Engineering Support - Remote Helpdesk Support 24/7 Call Center Support	\$22,720
Data Center Services		
Network Services		
Security Services	Core Security Stack* - Endpoint Security (Antivirus & Malware) - Advanced Email Security - Firewall Management - Multi-Factor Authentication	5,035
Monthly Cost		\$27,755
Onboarding Fee (One Time Cost)	Onboarding Tasks Include - Remediation prioritization - Password management - Agent Rollout - Management Configuration - Network Monitoring Setup - Multi Factor Authentication Implementation - Security Software Onboarding or Transition of licensing	12,200
	Security Scan and Assessment (Optional)	5,000

Notes:

*The cost for the Security Services covers primarily software plus administration from InterDev's Security Division.

Pricing Adjustment "True Up" Schedule - The IT Services fees are based off a per user and per device charge, which InterDev will perform a "true up" or adjustment of quarterly. The "true up" will adjust billing for the next quarter based on the total number of confirmed users by the County. The Lumpkin County will only pay for the number of users that are active at the time of the "true up". If there is an increase in user count from the previous "true up" InterDev will only bill the County the difference for the last 30 days of services.

Annual Escalator: Up to a 4% "Cost of Living" escalator shall be applied upon the agreement anniversary

OPTION B

DETAILED SERVICE PRICING LISTING		
STANDARD SERVICE CATEGORIES		MONTHLY
IT Support Services	Full-Time Onsite Systems Engineer	\$13,000
Monthly Cost		13,000
Security Services (Optional)	Core Security Stack* - Endpoint Security (Antivirus & Malware) - Advanced Email Security - Firewall Management - Multi-Factor Authentication	5,035
Onboarding Fee (One Time Cost)	Onboarding Tasks Include - Remediation prioritization - Password management - Agent Rollout - Management Configuration - Network Monitoring Setup	4,800

Notes:

*The cost for the Security Services covers primarily software plus administration from InterDev's Security Division.

Any Additional resources needed will be charged on the basis of the hourly rate schedule provided in the original bid. No Additional Services or costs shall be incurred without the proper written authorization of the County.

Annual Escalator: Up to a 4% "Cost of Living" escalator shall be applied upon the agreement anniversary

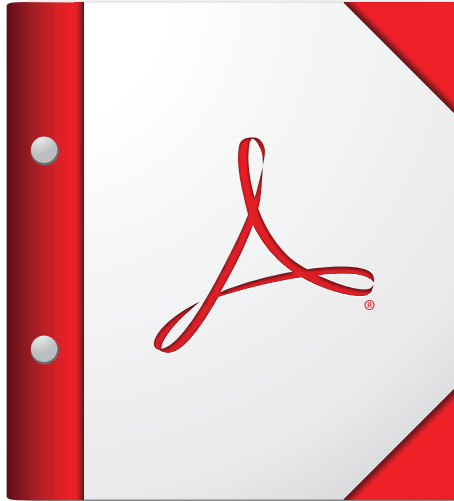
INTERDEV PROJECT STANDARDS

InterDev will consider any non-base services and/or tasks that exceed 20 hours of total work as a project that will be billed per the rate card within the proposal. All projects will be completed on a best effort basis as submitted by the client with an agreed upon schedule. Break Fix items do not constitute a project if the item is covered under the contracted base services.

InterDev will provide the following items below when engaging with the clients on any projects.

- Statement of work – Will contain a detailed list of what work will be completed with an overall estimate of hours of work and any overall cost estimates known or required in order to start the project process.
- Project Plan – This is a list of major milestones with estimated dates or span of time that constitute the whole of the project.
- Stakeholder Document – Will contain the list of approvers for each portion of the project. This could be financial approvers and/or timing or outage approvers.
- Project supporting documents – On an as needed basis, the project must be documented in order to provide knowledge transfer for ongoing support. Diagrams, Serial numbers, circuit ID's, and others will be placed here to formalize the project completion.
- Project closing – This will be a signed document certifying the approved completion of the project.

Projects requiring InterDev billing tracking: These must be approved by the Director and client, along with being tracked to document hours worked. This process is documented in a separate document stored by InterDev and maintained by InterDev but can be given to the client upon request.



**For the best experience, open this PDF portfolio in
Acrobat X or Adobe Reader X, or later.**

Get Adobe Reader Now!

	<u>Current Price</u>	<u>ACNS Renewal</u>	<u>INTDEV Opt B</u>	
Annual unlimited service costs	90000	108000	156000	onsite full time support
Annual Security	26556	28078	60420	
Annual offsite backups	26388	26388	26388	
billable hours projects	12175	\$100/hour rate chg from \$125	150/hr	
billable hours cameras	1350	\$50/hour	0	
			0	
licenses	11505.58	11505.58	11505.58	
Onsite		24960 est		
onboarding costs			4800	
security assessment			5000	
billable hours		13525		
NOTES			4% annual inflat	
TOTALS	167974.58	\$ 212,456.58	\$ 254,313.58	
One time costs		0	9800	

COMPUTER CONSULTING AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2021 by and between **Anderson Computer & Network Services, Inc.** ("Consultants") and **Board of Commissioners of Lumpkin County** ("Customer").

Agreements

In consideration of the mutual covenants set forth in this Agreement, Customer and Consultants hereby agree as follows:

1. **Services.** The Consultants shall, during the Term (as defined below) provide to the Customer the computer consulting services described below (the "Services" or "Work Product"), at such times as the Customer may reasonably request.

Services include, but are not limited to:

*** Information Technology Services ***

Workstations and Servers

1. Maintain Service Pack Updates and Security Updates on all Workstations.
2. Maintain and Ensure all Virus Software and DAT files are Updated and Functional.
3. Monitor and Ensure Spyware is NOT running on any workstations.
4. Develop standardization of desktop, network and server configurations.
5. Develop computer life cycling for regular replacement of all workstations and servers.
6. Maintain Service Pack Updates and Security Updates on all Servers.
7. Develop tape backup rotation with offsite storage with a vendor of choice.
8. Monitor tape backups and software to ensure data backups run properly.
9. ACNS, Inc. will take ownership of administrator activities including administrator passwords, creating user accounts, server administrator, working with software vendors for needed upgrades, etc.

Network Operations

1. Maintain Routers and Switches and ensure firmware is updated.
2. Ensure that all Servers, Network Switches, Routers and Internet Links are properly optimized.
3. Periodic network check for CRC errors, duplex mismatch, utilization, etc.
4. Ensure that all firewalls are properly configured, functioning properly, and are updated according to service contract with firewall vendor (if software based).

Misc. Activities

1. Develop Network Documentation for support purposes.
2. Develop relationships with software vendors to ensure proper access, data integrity and functionality.
3. Periodic security audits to ensure proper files access & usage by employees.
4. Any problems with computers that require special on-site service to fix problems (Email, Printing, etc.) This would include any work or updates provided by 3rd party software or hardware vendors which results in computer problems.
5. Any network outage as a result of unknown changes or Windstream outages.
6. Any server related problems not resulting from work or updates provided by Anderson Computer & Network Services. This would include updates performed by 3rd part software or hardware vendors which results in server related problems our outages.
7. Manage and support the County's security cameras.
8. Provide support for the County's cell phones.

2. **Charges.** Charges will be as follows to be billed monthly on or around the 20th of each month and due by the 5th of the following month:

(a) **\$8,500 Per Month Contracted Amount**

(b) **\$30.00 per hour for a technician that shall be on-site during the week to manage a help desk and handle daily IT tasks and projects for the County. Said technician shall be on-site for the normal working hours of the County staff unless otherwise agreed by the County.**

3. **Term of Service.** Term of this Agreement shall commence on April 1, 2021 and shall continue in full force and effect for 1 year or until terminated by either party upon at least (90) days prior written notice. Absent a termination notice, in no event (except breach) may this Agreement be terminated prior to March 31, 2022. Upon termination of this Agreement, the Consultants shall transfer and make available to the Customer all property and materials in Consultant's possession or subject to Consultant's control that are the rightful property of the Customer. The Consultant shall make every reasonable effort to secure all written or descriptive matter which pertains to the Services or Work Product and agrees to provide reasonable cooperation to arrange for the transfer of all property, contracts, agreements, supplies and other third-party interests, including those not then utilized, and all rights and claims thereto and therein. In the event of loss or destruction of any such material or descriptive matter, the Consultants shall immediately notify the Customer of the details of the loss or destruction in writing and provide the necessary information for a loss statement or other documentation to the Customer.

4. **Ownership Rights.** The Consultant shall have ownership to all Consultants' Materials. "Consultant's Material" consists of all copyrightable:

(a) Materials that do not constitute Services or Work Product (as defined in Sect 1, Services, Specifications)

(b) Materials that are solely owned by the Consultants or licensed to the Consultants.

(c) Materials that are incorporated into the Work Product or a part of the Services.

Consultant shall hold all right, title, and interest in and to Consultant's Material. Customer shall not do anything that may infringe upon or in any way undermine Consultants' right, title, and interest in the Consultant's Material, as described in this Section 4. Notwithstanding the above, Consultant hereby grants Client an unrestricted, nonexclusive, perpetual, fully paid-up worldwide license for the use or for the sublicense of the use of Consultant's Material for the purpose of

5. **Compensation.** For all of Consultants' services under this Agreement, Customer shall compensate Consultants, in cash, pursuant to the terms of Section 2. In the event Customer fails to make any of the payments referenced in Section 2 by the deadline set forth in Section 2, Consultants have the right, but are not obligated, to pursue any or all of the following remedies: (1) terminate the Agreement (breach), (2) immediately stop all services, (3) bring legal action.

6. **Mutual Confidentiality.** Customer and Consultants acknowledge and agree that the Specifications and all other documents and information related to the performance, production, creation or any expression of the services or work product are the property of the Customer. Materials provided between Consultants and Customer (the "Confidential Information") including, but not limited to, documentation, product specifications, drawings, pictures, photographs, charts, correspondence, supplier lists, financial reports, analyses and other furnished property shall be the exclusive property of the respected owner (the "Owning Party") and will constitute valuable

trade secrets. Both parties shall keep the Confidential Information in confidence and shall not, at any time during or after the term of this Agreement, without prior written consent from the owning party, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Confidential Information. Excluded from the "Confidential Information" definition is anything that can be seen by the public or had been previously made available by the owning party in a public venue.

7. Limited Warranty and Limitation on Damages. Consultants warrant the Services or Work Product(s) will conform to the Specifications. If the Services or Work product do not conform to the Specifications, Consultants shall be responsible to correct the Services or Work Product without unreasonable delay, at Consultants' sole expense and without charge to Customer, to bring the Services or Work Product into conformance with the Specifications. This warranty shall be the exclusive warranty available to the Customer. Customer waives any other warranty, express or implied. Customer acknowledges that Consultants are not responsible for the results obtained by the Customer when using any Services or Work Product produced by Consultants. Customer waives any claim for damages, direct or indirect, and agrees that its sole and exclusive remedy for damages (either in contract or tort) is the return of the consideration paid to Consultants as set forth in Section 2. No action, regardless of form, arising out of the Services rendered or Work Product, under the Agreement, may be brought by either party more than one year after the cause of action has occurred. In no event shall Consultants be held liable for consequential damages.

8. Independent Contractor. Consultants are retained as independent contractors. Consultants will be fully responsible for payment of their own income taxes on all compensation earned under this Agreement. Customer will not withhold or pay any income tax, social security tax, or any other payroll taxes on Consultants' behalf. Consultants understand that they will not be entitled to any fringe benefits that Customer provides for its employees generally or to any statutory employment benefits, including without limitation worker's compensation or unemployment insurance.

9. Insurance. The Consultants shall maintain throughout the entire term of this Agreement, adequate general liability insurance providing coverage against liability for bodily injury, death and property damage that may arise out of or based upon any act or omission of the Consultants or any of its employees, agents or subcontractors under this Agreement. Upon written request, the Consultants shall provide certificates from its insurers indicating the amount of insurance coverage, the nature of such coverage and the expiration date of each applicable policy. Consultants shall not name Customer as an additional insured, on any applicable policy, at any time during this Agreement or as a condition of acceptance of this agreement.

10. Equipment. Customer agrees to make available to Consultants, for Consultants' use in performing the services required by this Agreement, such items of hardware and software as Customer and Consultants may agree are reasonably necessary for such purpose.

Customer agrees to make the following equipment and/or services available to Consultants

- (a) **Any Unknown Passwords or Accounts (ISP, Recently Configured Equipment)**
- (b) **Any Software CD's installed on Supported Computers or Servers**
- (c) **Support Numbers for Hardware, Software or Internet Connection Support (ISP)**

10.1 Expenses. Consultants will not be reimbursed for any expenses incurred in connection with the Services or Work Product, whether direct or indirect, without the express written approval of the Customer.

11. General Provisions

11.1 Entire Agreement. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the parties related to the subject matter hereof. No modification of this Agreement shall be valid unless made in writing and signed by both of the parties hereto.

11.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue shall be in the County of Clients' Business, Georgia superior courts.

11.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Customer and Consultants and their respective successors and assigns, provided that Consultants may not assign any of his obligations under this Agreement without Customer's prior written consent.

11.4 Waiver. The waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance with every term and condition of this Agreement.

11.5 Good Faith. Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement.

11.6 No Right to Assign. Consultants have no right to assign, sell, modify or otherwise alter this agreement, except upon the express written advance approval of Customer, which consent can be withheld for any reason.

11.7 Right to Make Derivative Works. Consultants have the exclusive rights in making any derivative works of any Services, Methodology, or Work Product.

11.8 Attorney's Fees. In the event any party to this Agreement employs an attorney to enforce any of the terms of the Agreement, the prevailing party shall be entitled to recover its actual attorney's fees and costs, including expert witness fees.

11.9 No responsibility for loss. Consultants are not responsible for any down time, lost files, equipment failures, acts of nature, or any damage resultant from activities considered beyond the control of the consultants such as war, riots, natural disasters, vandalism and other events.

Each party represents and warrants that, on the date first written above, that they are authorized to enter into this agreement in entirety and duly bind their respective principals by their signature below:

EXECUTED as of the date first written above

CUSTOMER

By: _____

Title: _____

Date signed: _____

CONSULTANTS

By: _____

Title: _____

Date signed: _____



Lumpkin County, Georgia

Public Works Department

Date:	March 16, 2021
Agenda Item:	GDOT Lighting Agreement at Oak Grove Roundabout
Item Description:	Revised lighting agreement for Oak Grove Roundabout.
Facts & Historical Information:	As part of the Oak Grove Roundabout project GDOT requires that an agreement be made between the county and the DOT for the lighting. The original agreement had provisions for the county to take responsibility for the installation, maintenance, repair and power for the roundabout lighting. Staff has revised the attached agreement so that the county agrees to take responsibility for the installation as part of the roundabout project and the power only. This amended agreement mirrors the agreement the BOC approved for the SR 52E at Copper Mines Road agreement with the exception that installation for the lighting will be included in the construction project.
Budget Impact:	The county currently has no funds budgeted for this agreement. The monthly cost to the county for this agreement is estimated to be approximately \$330
Staff Recommendation:	The roundabouts would be an improvement to the intersections which would allow traffic to flow through the intersections more smoothly. Staff recommends that the BOC approve the agreement.
Attachments:	Example Access Permit Agreement (County) rev 1r 3-2-21 Oak Grove Roundabout exhibit A

AGREEMENT
BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
LUMPKIN COUNTY

This Agreement is made and entered into this _____ day of _____, 2021, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**, and LUMPKIN COUNTY, GEORGIA acting by and through its Board of Commissioners, hereinafter called the **COUNTY**.

WHEREAS, the COUNTY has represented to the DEPARTMENT a desire to obtain roundabout lighting as part of the intersection improvement roundabout at the intersection of SR 60 BUS and Oak Grove Road ("Location");

WHEREAS, the COUNTY has represented to the DEPARTMENT a desire to provide for the installation of the lighting system at "Location" and the DEPARTMENT has relied upon such representations;

NOW, THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the COUNTY hereby agree each with the other as follows:

1. This AGREEMENT shall run for a period of fifty (50) years from the effective date written above unless terminated sooner by either party.
2. This AGREEMENT will cover the installation of the lighting system as described in attachment "A".

3. The DEPARTMENT shall coordinate with the COUNTY to provide access to the DEPARTMENT'S RIGHT OF WAY for the installation of the lighting system at "Location".

4. The COUNTY shall install or cause to be installed the lighting system for "Location". The COUNTY agrees to bear all costs associated with the installation of the lighting system and providing power to the lighting system.

5. This AGREEMENT may not be modified without at least thirty (30) days notification being made to the other party in writing. Any modification to this AGREEMENT must be approved and executed by both parties in writing. Either party reserves the right to terminate this AGREEMENT at any time upon thirty (30) days written notice to the other. In the event of termination or expiration of this AGREEMENT, the COUNTY and DEPARTMENT agree to cooperate to restore each party to the position occupied prior to the existence of this AGREEMENT.

6. To the extent allowed by law, COUNTY and all its successors and assigns, shall release and save harmless the DEPARTMENT, past, present and future board members, commissioners, officers, employees, agents, attorneys, affiliates, privies, successors, and assigns, and the State of Georgia, its political subdivisions, departments, agencies, commissions, affiliates, employees, agents, and attorneys from all suits, claims, actions or damages of any nature whatsoever resulting from the COUNTY's access to DEPARTMENT'S RIGHT OF WAY.

7. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution or the United States Constitution.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day
and year first above written.

RECOMMENDED:

LUMPKIN COUNTY

BY: _____
Chairman, Board of Commissioners

(SEAL)

GA DEPARTMENT OF TRANSPORTATION

WITNESS

BY _____
Commissioner

Notary Public

(SEAL)

This Agreement approved by the
Board of Commissioners at a meeting
held at

this _____ day of _____,

ATTEST:

2021.

County Clerk

Attachment “A”

(Insert project location map here)

Project Location Map

(Insert project description here)

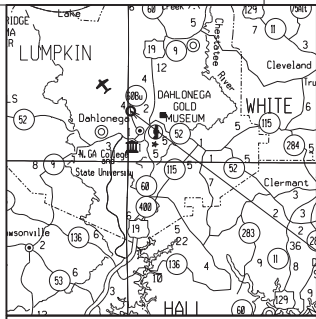
Lumpkin County

P.I. No. _____

10/28/2020
01056340GPILOT-V8
gpiplotborder-v81-P0.1b110016_60-0001.dgn
GWMCV

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

RIGHT OF WAY OF PROPOSED US 19 BUS/SR60 BUS AT OAK GROVE RD ROUNDAABOUT LUMPKIN COUNTY



LOCATION SKETCH

NOTE: THE CO-ORDINATES LISTED ARE WEST ZONE
GRID CO-ORDINATES BASED ON THE GA STATE PLANE
CO-ORDINATE SYSTEM OF 1984.
HORIZONTAL DATUM: NAD 83/94 HARN
VERTICAL DATUM: NAVD 1988

FEDERAL ROUTE No.: US 19 BUS
STATE ROUTE No.: SR 60 BUS



CONVENTION	
STATE OR COUNTY LINE	
CITY LIMIT LINE	
LAND LOT LINE	
PROPERTY LINE	
SURVEY OR BASE LINE	
RIGHT OF WAY LINE	
FENCE	
RAILROAD	
POWER LINE	
TELEPHONE LINE	
POWER POLES	
TELEPHONE OR TELEGRAPH POLES	

SIGNS	
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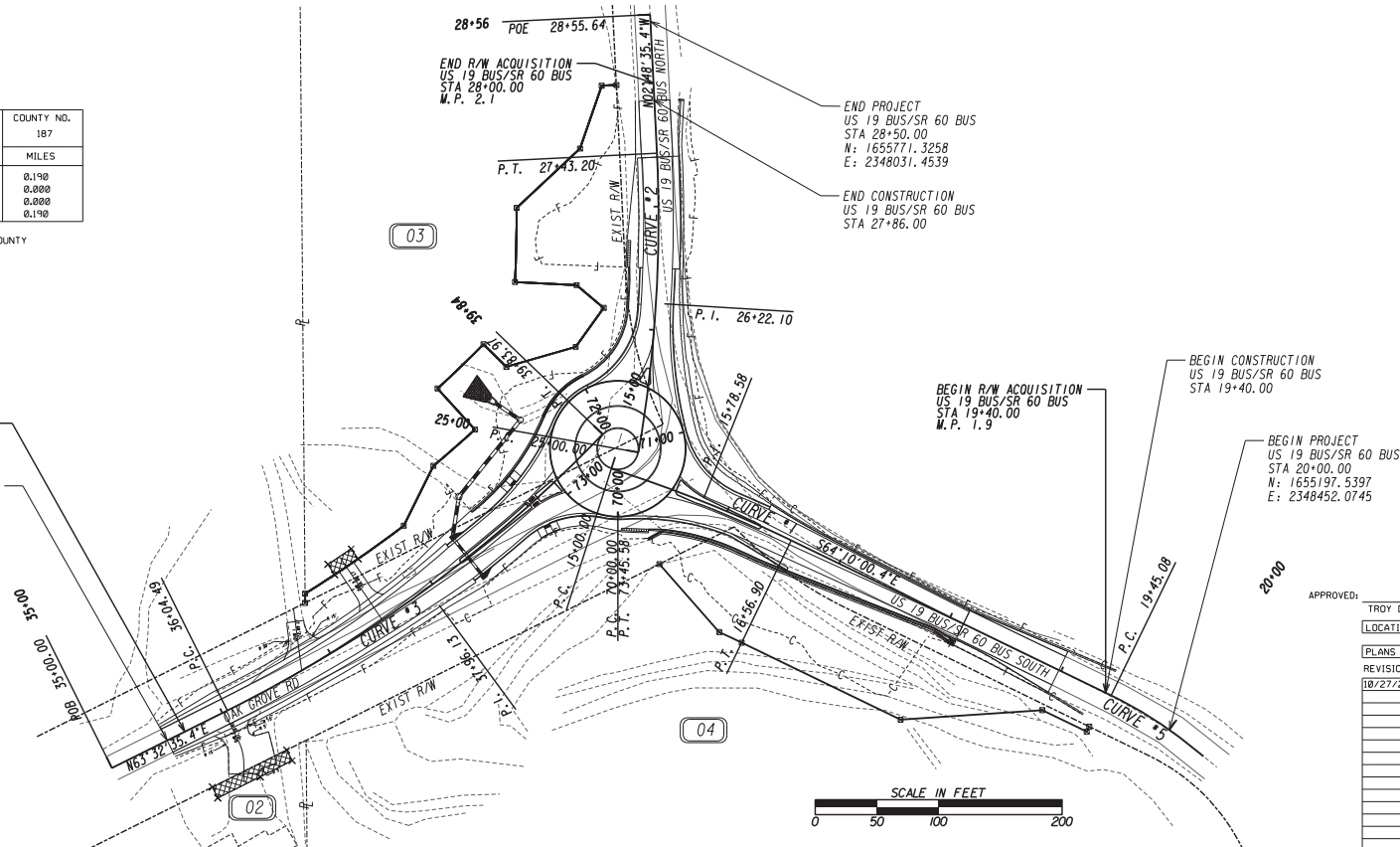
LENGTH OF RIGHT OF WAY PROJECT	COUNTY NO. 187
NET LENGTH OF RIGHT OF WAY	MILES 0.190
NET LENGTH OF BRIDGES	0.000
NET LENGTH OF EXCEPTIONS	0.000
GROSS LENGTH OF RIGHT OF WAY	0.190

THIS PROJECT IS LOCATED 100% IN LUMPKIN COUNTY
AND CONGRESSIONAL DISTRICT 84.

LIMIT OF R/W ACQUISITION
OAK GROVE RD
STA 35+66.00

LIMIT OF CONSTRUCTION
OAK GROVE RD
STA 35+50.00
N: 1655189.0482
E: 2347639.8015

P. I. NUMBER: N/A
LUMPKIN COUNTY
LAND LOT 852, 853
LAND DISTRICT 12
GMD 837



SCALE IN FEET
0 50 100 200

PLANS PREP
AUSTIN
UNDER THE SUP
JUSTIN LO
GDOT DISTRICT

APPROVED: TROY D. BYERS STATE RIGHT OF WAY
LOCATION AND DESIGN APPROVAL D
PLANS COMPLETED DATE: 09/21/2020
REVISIONS:
10/27/20: SHEETS 1,2,3,5,6

STRATOR DATE
DRAWING No.
60-0001

Attachment: exhibit A (2021-013 : GDOT Lighting Agreement at Oak Grove Roundabout)



Lumpkin County, Georgia

Public Works Department

Date:	March 16, 2021
Agenda Item:	GDOT Right of Way Maintenance Agreement at Oak Grove Roundabout
Item Description:	GDOT has asked that the County take responsibility for the landscape maintenance of the roundabout located at the intersection of Oak Grove Road and US 19 BUS.
Facts & Historical Information:	As part of the Oak Grove roundabout project, the county will be responsible for the landscape maintenance. This includes all items listed in ARTICLE XI- ROUNDABOUT MAINTENANCE WORK PLAN in the attached agreement. This agreement is the same agreement that the county has on the roundabout located at Copper Mines road and SR 52E
Potential Courses Of Action:	A) Approve the agreement as written B) Revise the agreement and approve C) Do not approve the agreement
Discussion on Courses of Action:	A) This action will give the county the responsibility of maintaining the existing landscaping on the right of way at the roundabout. It includes not only mowing, but all of the items listed in article XI. B) This action allows the county to modify items in article XI as the BOC sees fit prior to signing the agreement. Any modification of this agreement could possible delay the project start date. C) This action could possible delay the project start date.
Budget Impact:	The county currently has no funds budgeted for this agreement. The County currently pays \$195 per month for the landscape maintenance at the SR 52E/Copper Mines Rd roundabout.
Staff Recommendation:	The recommendation of staff is COA A, this project is a joint project between the County, City and GDOT. The County is the lead partner in this project and may want to ask the City, at a later date, to help with the costs associated with this agreement.
Attachments:	2021-0XX-LT-O GDOT Mowing Maintenance Roundabout Oak Grove Road

exhibit A

Rev: March 2021

RIGHT OF WAY MAINTENANCE AGREEMENT

By and Between

THE

GEORGIA DEPARTMENT OF TRANSPORTATION

AND

_____ Lumpkin County _____

_____ SR 60 @ Oak Grove Road _____

THIS AGREEMENT made and entered into this 16th day of March, 2021 by and between the **DEPARTMENT** of Transportation, an agency of the State of Georgia, hereinafter alternately referred to as “**DEPARTMENT**” or “**LICENSOR**”, and Lumpkin County hereinafter referred to as “**LICENSEE**”.

WHEREAS, the **DEPARTMENT** desires to enter into a public/private partnership to perform certain services relating to maintenance within **DEPARTMENT’S** right of way, hereinafter called the “**PROJECT**”, and

WHEREAS, the **LICENSEE** has represented to the **DEPARTMENT** that, if such permission is granted to the **LICENSEE**, **LICENSEE** shall bear all costs and liability associated with the **PROJECT**; and

WHEREAS, the **LICENSEE** has represented to the **DEPARTMENT** that they are qualified and experienced to provide such services and the **DEPARTMENT** has relied upon such representations;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the parties hereto that:

ARTICLE I SCOPE OF PROJECT

The **DEPARTMENT** shall permit the **LICENSEE** to perform or cause to be performed, the **PROJECT** consisting of certain services related to maintaining an identified section of the **DEPARTMENT’S** rights of way.

This permission shall be granted by the means of this Agreement for the entire scope of the **PROJECT**, as set forth herein.

The maintenance duties and responsibilities of the **LICENSEE** are defined and set forth in Article XI – **MAINTENANCE WORK PLAN** of this Agreement, and further enumerated and described in Exhibit ‘A’ – Application and Permit for Special Encroachment with approved drawings or final working drawings for a Department-approved construction **PROJECT**. Exhibit ‘A’ is attached hereto and incorporated by reference as if fully set out herein. The **PROJECT** location shall be defined or delineated as part of Exhibit ‘A’. The required Special Encroachment Permit and/or the construction **PROJECT** final working drawings are to be approved or issued by the **DEPARTMENT**.

Should the **LICENSEE** desire that these maintenance services be performed by a third party, **LICENSEE** and the third party shall enter into subsequent agreement, whereby the **LICENSEE** shall assume all responsibility of repayment to the third party for those services to be rendered as set forth in Article XI - **MAINTENANCE WORK PLAN**. The Agreement between **LICENSEE** and any third parties to this Agreement, shall meet all operational and administrative requirements, including the provisions of liability insurance, set forth by the **DEPARTMENT**, and all liability associated with the **PROJECT** shall be borne by **LICENSEE** and any third parties, as set forth in Article VIII, herein.

ARTICLE II
EXECUTION OF CONTRACT AND AUTHORIZATION
TIME OF PERFORMANCE

Time is of the essence in this agreement. The **LICENSEE** shall execute this Agreement and return it to the **DEPARTMENT** within thirty (30) days after receipt of contract forms from the **DEPARTMENT**.

The **LICENSEE** shall begin work on the **PROJECT** under this Agreement immediately after receiving a signed and executed copy of the Agreement (unless noted otherwise in Exhibit A or upon **PROJECT** construction completion).

Subject to the terms and conditions set forth in this Agreement, and upon execution of this Agreement, the **DEPARTMENT** grants the right to the **LICENSEE** to maintain, as set forth in Article XI- **MAINTENANCE WORK PLAN**, that specific section of right-of-way identified in this Agreement, and herein defined as the **PROJECT**.

The duration of this Agreement shall be for fifty years from the date above first written unless terminated sooner by the **DEPARTMENT** or **LICENSEE**.

ARTICLE III
SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the services under this Agreement, any party materially alters the scope, character or complexity of the services from those required under the Agreement, a Supplemental Agreement shall be executed between the parties. It is understood, however, that **LICENSEE** shall not engage in any activities or conduct any work which would be considered to be outside the scope of the permission granted to **LICENSEE** by the **DEPARTMENT**. Minor changes in the work which do not involve increased compensation, extensions of time or changes in the goals and objectives of the work may be made by written notification of such change by any party with written approval by the other parties.

ARTICLE IV ASSIGNMENT

It is understood by the **LICENSEE** that the work is considered personal and, except as provided for in Article I, **LICENSEE** agrees not to assign, sublet or transfer any or all of their interest in this Agreement without prior written approval of the **DEPARTMENT**.

ARTICLE V CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Lumpkin County, Georgia, without reference to its choice of law doctrine, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia. Any litigation arising out of this contract shall be commenced within the State of Georgia. The foregoing provisions shall not be construed as waiving any immunity to suit or liability, including without limitation, sovereign immunity which may be available to the Department.

ARTICLE VI INSURANCE

Prior to beginning work, the **LICENSEE** shall obtain and certify to the **DEPARTMENT** that it has the following minimum amounts of insurance coverage:

- (a) Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- (b) Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence, or proof of self-insurance.
- (c) Property Damage Insurance in an amount of not less than fifty thousand dollars (\$50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000), or proof of self-insurance.

(d) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the **PROJECT**.

(e) Insurance shall be maintained in full force and _____ the life of the **PROJECT**.

The **LICENSEE** shall furnish upon request to the **DEPARTMENT**, certificates of insurance evidencing such coverage. These certificates **shall** also provide that the insurance will not be modified or canceled without a 30-day prior written notice to the **DEPARTMENT**. Failure by the **LICENSEE** to procure and maintain the insurance as set forth above shall be considered a default and cause for termination of this Agreement and forfeiture of the Performance and Payment Bonds. The **LICENSEE** shall, at least fifteen (15) days prior to the expiration date or dates of expiring policies, deposit certified copies of renewal, or new policies, or other acceptable evidence of insurance with the **DEPARTMENT**.

ARTICLE VII COMPENSATION

It is agreed that **LICENSEE** shall conduct all work at no cost to the **DEPARTMENT**, and without compensation from the **DEPARTMENT**. It is further agreed that any **and all** issues relating to compensation and payment shall be resolved by and between **LICENSEE** and any successors, subcontractors, or assigns thereto.

The **DEPARTMENT** and **LICENSEE** further agree that, should the **DEPARTMENT** be required to conduct any inspections and/or supervision of the **PROJECT** beyond that which would normally occur in the ordinary course of the **DEPARTMENT'S** maintenance activities, **LICENSEE** shall reimburse the **DEPARTMENT** for such inspection and supervision. The rate of reimbursement for the **DEPARTMENT'S** inspection and supervision shall in no case exceed a rate determined to be reasonable by the parties.

Should **LICENSEE** and the **DEPARTMENT** desire to change this agreement at a later date to provide for compensation to **LICENSEE**, or any successors or assigns thereto, such change shall only be permitted by a supplemental agreement as set forth in Article III herein. Any supplemental agreements involving compensation shall be subject to the **DEPARTMENT** review and approval.

ARTICLE VIII
RESPONSIBILITY FOR CLAIMS AND LIABILITY
LICENSEE NOT AGENT OF DEPARTMENT

LICENSEE, and all successors and assigns thereto, shall save harmless the **DEPARTMENT**, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the performance of work assigned to **LICENSEE** under this Agreement. **LICENSEE** further agrees that they shall be fully responsible for injury or damage to landscaping, landscape related items, and any other non-standard and decorative elements installed by or for the **LICENSEE** within the right of way, and for any damage to the **DEPARTMENT'S** signs, structures, or roadway fixtures, if **LICENSEE** causes the damage. These indemnities shall not be limited by reason of the listing of any insurance coverage.

It is further understood and agreed that **LICENSEE**, or any successor or assigns thereto, in the conduct of any work involved in the **PROJECT**, shall not be considered the agent of the **DEPARTMENT** or of the State of Georgia.

ARTICLE IX
TERMINATION OF CONTRACT

The **DEPARTMENT** may terminate this contract for just cause at any time by giving of thirty (30) days written notice of such termination. Upon receipt of such notice of termination, **LICENSEE** shall discontinue and cause all work under this contract to terminate upon the date specified in the said notice. In the event of such termination, the **DEPARTMENT** shall be paid for any amounts as may be due it as specified in Article VII up to and including the specified date of termination. **LICENSEE** shall have the right to terminate this contract at any time, provided that such termination is first approved by the **DEPARTMENT**, and that the **DEPARTMENT** is reimbursed in full for all services rendered pursuant to Article VII.

The **DEPARTMENT** and **LICENSEE** further agree that, should the **DEPARTMENT** allow the **LICENSEE** to terminate the agreement, the termination, unless determined otherwise in writing by the **DEPARTMENT**, shall be contingent upon the following:

- A. The **LICENSEE**, at the discretion of the **DEPARTMENT**, removing the planted landscaping, landscape related items, and any other non-standard and decorative elements that were installed by or for the **LICENSEE** at no cost to the **DEPARTMENT**.
- B. The **LICENSEE** restoring the removed landscape areas to their original condition or a condition that meets federal standards and is acceptable to the **DEPARTMENT**.
- C. The **LICENSEE** restoring the removed non-standard and decorative elements with standard **DEPARTMENT** elements that meet federal and state requirements.
- D. The **LICENSEE** reimbursing the **DEPARTMENT** in full any state and/or federal funds used to purchase and install the landscaping, landscape related items, and other non-standard and decorative elements that are no longer to be maintained by the **LICENSEE**.

The **DEPARTMENT** and the **LICENSEE** agree that, should the **LICENSEE** fail to perform the maintenance, as set forth in Article XI - **MAINTENANCE WORK PLAN**, the **DEPARTMENT** may require the **LICENSEE** to remove, restore, and reimburse according to items “A”, “B”, “C”, and “D” above, as applicable, and then terminate the agreement.

ARTICLE X

COMPLIANCE WITH APPLICABLE LAW

The undersigned certify that:

- A. This Agreement is subject to applicable state and federal laws, standards, and rules and regulations.
- B. The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.
- C. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full.

ARTICLE XI
ROUNABOUT MAINTENANCE WORK PLAN
for
SR 60 @ Oak Grove Rd

For all maintenance activities, at a minimum, abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control. Move equipment or materials on or across a traveled way in a manner as not to unduly interfere with traffic.

Watering

- Provide adequate water to maintain healthy plant material
- Water in a manner that it does not endanger pedestrian or vehicular traffic
- Water according to the state or local government restrictions

Pruning

- Remove dead or diseased planted vegetation.
- Prune trees and shrubs to maintain the health of the plants and to maintain in the intended design character of the plant (no stump pruning or lollipop/ball shapes)
- Prune trees and shrubs as needed to remove damage by storm or accident events and to prevent safety hazards. Prune to maintain open sight distances, clear zone areas and traffic sign visibility. Provide clearance for pedestrian and vehicular traffic mobility.
- Prune according to American National Standards Institute, latest edition, A300 Part 1 pruning standards

Plant Replacement

- Replacement of dead or diseased vegetation of planted material within the project limits is the responsibility of the LICENSEE
- Replacement plant material must be according to Policy 6755-9 – Policy for Landscaping and Enhancements on GDOT Right of Way and GDOT Specification Section 702.

Weeding

- Maintain right of way free of weeds, exotic and invasive pest plants, undesired vegetation and other noxious weeds.
- Any herbicides used shall be approved by Lumpkin County and the Georgia Department of Transportation.
- Applications of herbicide shall conform to GDOT guidelines and will require approval from/coordination with GDOT Office of Maintenance Agronomist Manager.
- All Herbicide use shall be under the direct supervision of someone with the appropriate Commercial Category 27 (right of way use) license.
- When herbicides are being applied the person applying shall have in their possession all labeling associated with the pesticide/herbicide and their license/certification.
- Post warning signs for herbicide use as required by state code.

Pest Control

- Pest management shall be addressed by Integrated Pest Management (IPM) techniques.
- Any pesticides used shall be approved by Lumpkin County and the Georgia Department of Transportation.
- Applications of pesticide shall conform to GDOT guidelines and will require approval from/coordination with GDOT Office of Maintenance Agronomist Manager.
- All Pesticide use shall be under the direct supervision of someone with the appropriate Commercial Category 27 (right of way use) license.

- When pesticides are being applied the person applying shall have in their possession all labeling associated with the pesticide and their license/certification.
- Post warning signs for pesticide use as required by state code.

Mowing and trimming of grass

- Maintain a neat appearance and clear sight lines for pedestrian and vehicular traffic.

Mulching

- Replace mulch in plant beds as needed to maintain an attractive, fresh look at a 2-3" depth
- Maintain mulch so that it will not spread or wash on to pedestrian paths or traveled lanes
- Keep mulch clear of tree and shrub trunks and crowns, minimum of 3" off of any stem as it enters the ground. Do not bury root flares, remove mulch as necessary to prevent burying root flares, trunks or shrub stems.

Litter

- Completely remove all litter and debris and other objectionable material on site.
- Do not deposit or blow litter, debris and vegetation into gutters or drainage structures.
- Make disposal in accordance with local and state laws.
- Remove all graffiti within project limits

NOTE:

All major maintenance repair activities and activities that may interfere with traffic or pedestrian flow within the right of way project limits, such as travel lane/walkway closures, require the LICENSEE notify the Department at least 48 hours prior to the activity to coordinate and gain Department approval.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

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

RECOMMENDED:

LUMPKIN COUNTY

BY: _____
Chairman, Board of Commissioners

(SEAL)

GA DEPARTMENT OF TRANSPORTATION

WITNESS

BY _____
Commissioner

Notary Public

(SEAL)

This Agreement approved by the Board of Commissioners at a meeting held at

this _____ day of _____, 2021.

ATTEST:

County Clerk

EXHIBIT 'A'

Landscaping must be done in accordance with GA. DET. RA-1



Lumpkin County, Georgia

Special Projects Department

Date: March 16, 2021

Agenda Item: Detention Center Generator Replacement

Item Description: Detention Center Generator Replacement

Facts & Historical Information:

The Detention Center opened in 2002 and as a part of the project a diesel generator was installed since the facility houses inmates and is subject to keeping a functioning standard for the safety of the inmates and the officers that work in the facility. The county has maintained a preventative maintenance contract on the generator given the location and importance of having power in the Detention Center. This program covered preventative maintenance and recommended items to be repaired. In addition to the program, the county has spent the following on the generator: 2006: repair the generator from gelled diesel fuel which cost less than \$1,500; 2015: troubleshoot issue \$949; 2017: cracked crankcase \$1,411.70; 2017 – fire inside generator, parts ordered; 2018: \$11,088.99 to purchase and install new wiring harnesses that had to be specially made overseas; 2018: service call for issues, county advised that the panel would need to be upgraded in 2022 as the panel was nearing end of life and would cost approximately \$22,000; 2020 – generator failure; no parts available to fix generator from four different companies. The county has a portable generator that is used to provide supplemental power to any county facility that needs power. It is also used on election days to support election functions should an outage occur at the county's voting precinct. The portable generator can be staged at the Detention Center to be used in case of a power failure but that leaves other facilities without power should a prolonged outage occur as not all facilities have a generator. Staff planned to ask to replace the generator as part of the '22 budget cycle but decided to bring before the Board given the long lead time in obtaining a 130kw generator and given that in an election year the portable generator has to go to the election precinct. After the first work session, staff contacted our representative, Bobby Chester, and are currently awaiting the response from AGL on final price to upgrade the meter but feel it will be no more than \$1,200. Staff also met with a recommended installer and are have a budget price of \$15,000 to install the line, regulator, and other necessary items to meet code. The facility already has a transfer switch so the only additional costs will be to tie the new generator into that switch and to tie in a few kitchen circuits. The cost of a new 130kw natural gas generator range from \$27,014 to \$40,000 for a 125kw model. The total price for a natural gas install is estimated to be \$45,000. The county's price for natural gas is currently 0.304 per therm.

Potential Courses Of Action:

The Board can choose to authorize the purchase of a new diesel generator for the Detention Center.

The Board can direct staff to include in the '22 budget process with the understanding that the portable generator will be moved to the voting precinct on any day elections occur prior to a new generator being installed.

Budget Impact:

This expense was not anticipated nor included in the '21 operating budget. SPLOST funds could be used to fund this expense as discussed by the board.

Staff Recommendation:**Attachments:**

Sheriff request to speak at Commissioner mtg 3.16.21

Criminal Investigations Commander
Captain Marcus Sewell

Uniform Patrol Commander
Captain Brendan Garland

911 Communications
Director Carlton Chester

Office of the Sheriff Lumpkin County

Sheriff Stacy M. Jarrard
Major Douglas E. Cochran

Jail Commander
Captain Danny Rider

Court Services Commander
Captain Jeff Brown

March 11, 2021

Dear Melissa:

Please let the commissioners know that I would like time at the podium to discuss the generator in the Detention Center when it comes time in the agenda. I want to discuss not using SPLOST for the generator and the plan I have in motion for purchasing both vehicles and the generator.

Thank you in advance for your consideration.

Respectfully,

Sheriff Stacy M. Jarrard



Lumpkin County, Georgia

Special Projects Department

Date: March 16, 2021

Agenda Item: 2020 SPLOST 21 Work Plan

Item Description: 2020 SPLOST 21 Work Plan

Facts & Historical Information:

The voters of Lumpkin County approved a referendum on May 22, 2018, for the imposition of a 1% sales tax to fund various projects as outlined in the attached presentation. Prior to the referendum, the city and county met and agreed upon a division of the tax at a rate of 21% and 79% respectively. Staff recommends the use of work plans to manage the program. The use of an annual program method ensures that programs stay within budget and affords the Board an opportunity for input on the development of the program along with ensuring the county remains in compliance with all applicable laws and accounting standards. All projects presented fall within the guidelines of the sales tax referendum as approved by the voters. The work plan, attached for consideration, covers year two which is the first full year of collections.

Potential Courses Of Action:

The Board could choose to approve the program as presented.
The Board could amend the submitted work plan.

Budget Impact:

There is no impact to the operating budget as the items proposed are funded via a sales tax program.

Staff Recommendation: Staff recommends that the Board approve a work plan annually.

Attachments:

2 Lumpkin County 2020 SPLOST Work Plan 2021 yr 2

LUMPKIN COUNTY 2020 S.P.L.O.S.T.

2021 WORK PLAN - DRAFT
FEBRUARY 25, 2021

S.P.L.O.S.T. 2020 REFERENDUM STATEMENT

“Shall a special one percent sales and use tax be imposed in the special district of Lumpkin County for a period of time not to exceed Six (6) years and for the raising of an estimated amount of \$18,900,000 for the purpose of (1) funding ECONOMIC DEVELOPMENT, WATER AUTHORITY SYSTEM IMPROVEMENTS, LUMPKIN COUNTY LIBRARY, JUDICIAL ACQUISITION CONTRACT PAYMENTS, ROADS AND BRIDGES EQUIPMENT, VEHICLES, RESURFACING, IMPROVEMENTS AND SHERIFF’S DEPARTMENT EQUIPMENT AND VEHICLES for Lumpkin County, and (2) funding ROADS AND BRIDGES RESURVACING AND IMPROVEMENTS, STORM-WATER INFRASTRUCTURE AND WATER & SEWER SYSTEM IMPROVEMENTS for the City of Dahlonega?”

2020 S.P.L.O.S.T. PROJECTS

- A1 Judicial Center Acquisition Contract Payments
- A2 Economic Development
- A3 Roads & Bridges Equipment, Vehicles, Resurfacing, Improvements
- A4 Lumpkin County Library
- A5 Sheriff's Department Equipment & Vehicles
- A6 Water Authority System Improvements

- B1 City of Dahlonega:
 - Roads & Bridges Resurfacing & Improvements
 - Storm-water Infrastructure
 - Water & Sewer System Improvements

LUMPKIN COUNTY S.P.L.O.S.T.

• 2020 SPLOST Referendum	\$18,900,000
• Lumpkin County Share 79%	\$14,931,000
• City of Dahlonega Share 21%	\$ 3,969,000
• Program to Date Collections	\$ 3,307,477
• Remaining Collections (estimated)	\$16,537,500
• Projected 2020 SPLOST (based on avg collections) Collections	\$19,844,977
• Lumpkin County Share	\$15,677,532
• City of Dahlonega	\$ 4,167,445

2020 S.P.L.O.S.T. EXPECTED FUNDS AVAILABLE BY PROGRAM YEAR 2 (LUMPKIN CO. SHARE)

Program Yr	Corresponding YR	Funds Available	Actual/Estimated
YR1	2020	\$ 2,612,907	Actual
YR2	2021	\$ 2,500,000	Estimated
YR3	2022	\$ 2,500,000	Estimated
YR4	2023	\$ 2,500,000	Estimated
YR5	2024	\$ 2,500,000	Estimated
YR6	2025	\$ 2,500,000	Estimated
YR7	2026	\$ 564,625	Estimated
TOTAL		\$15,677,532	

2020 S.P.L.O.S.T. PROPOSED PROJECT BUDGETS

	Description	Budget as Adopted
A1	Judicial Acquisition Contract Payments	\$4,917,770
A2	Economic Development	\$2,086,043
A3	Roads & Bridges Equipment, Vehicles, Resurfacing, Improvements	\$2,036,227
A4	Lumpkin County Library	\$1,043,022
A5	Sheriff's Department Equipment and Vehicles	\$1,313,896
A6	Water Authority System Improvements	<u>\$4,170,530</u>
Total Projected 2020 SPLOST Program		\$15,567,488

2020 S.P.L.O.S.T. PRO-RATA DISTRIBUTION 9 CHECKS RECEIVED (LC SHARE)

PRO-RATA DISTRIBUTION	%	TOTAL
A1 – Judicial Center Acquisition Contract Payments	31.59%	\$825,417
A2 – Economic Development	13.40%	\$350,130
A3 - Roads and Bridges Equipment, Vehicles, Resurfacing, Improvements	13.08%	\$341,768
A4 – Lumpkin County Library	6.70%	\$175,065
A5 - Sheriff's Department Equipment and Vehicles	8.44%	\$220,529
A6 - Water Authority System Improvements	26.79%	\$699,998

2020 S.P.L.O.S.T. PROGRAM – PROPOSED YR2 – 2021 PROJECTS

<u>Proposed Projects</u>	<u>Requested</u>	<u>Encumbered 2020</u>	<u>Approved</u>
A1 – Judicial Center Acquisition Contract Payments	\$710,824		
A2 – Economic Development	0		
A3 – Roads & Bridges Equipment, Vehicles, Resurfacing, Improvements	0	1,367,000	
A4 – Lumpkin County Library		1,000,000	
A5 – Sheriff’s Department Equipment & Vehicles	\$225,000		
A6 – Water Authority System Improvements	\$494,500		
	\$1,430,324		

DISCUSSION



Lumpkin County, Georgia

Special Projects Department

Date: March 16, 2021

Agenda Item: 2019 TSPLOST 21 Work Plan

Item Description: 2019 TSPLOST 21 Work Plan

Facts & Historical Information:

The voters of Lumpkin County approved a referendum in March of 2019 for the imposition of a 1% sales tax to fund road improvements and equipment. Prior to the referendum, the city and county met and agreed upon a division of the tax at a rate of 21% and 79% respectively. The use of an annual program method ensures that programs stay within budget and affords the Board an opportunity for input on the development of the program. All projects presented fall within the guidelines of the sales tax referendum approved by the voters. The work plan, attached for consideration, covers the joint project debt service, county paving projects on various county roads and equipment for the road department.

Potential Courses Of Action:

The Board could choose to approve this program as presented.
The Board could amend the program.

Budget Impact:

There is no impact to the operating budget as the items submitted for consideration are funded by sales tax dollars.

Staff Recommendation: Staff recommends that the Board adopt a work plan annually.

Attachments:

3 Lumpkin County 2019 TSPLOST Work Plan 2021

LUMPKIN COUNTY 2019 ROAD MAINTENANCE AND IMPROVEMENT TAX

2021 WORK PLAN
FEBRUARY 25, 2021

ROAD MAINTENANCE AND IMPROVEMENT TAX 2019 REFERENDUM STATEMENT

“Shall a special one percent sales and use tax be imposed in the Special District of Lumpkin County for a period of time not to exceed five (5) years and for the raising of an estimated amount of \$15,000,000 for transportation purposes?

If imposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of Lumpkin County in the principal amount of \$11,910,000 for the purpose of funding County Projects, a joint County Project and City Project, capitalized interest on the debt and the costs of issuing the debt.

If the imposition of the tax is approved by the voters in the City of Dahlonega, such vote shall also constitute approval of the issuance of general obligation debt of the City of Dahlonega in the principal amount of \$2,160,000 for the purpose of funding City Projects, capitalized interest on the debt and the costs of issuing the debt.”

2019 T.S.P.L.O.S.T. PROJECTS

- A1 Joint – Lumpkin County & City of Dahlonega
- B1 Roads and Bridges – Paving, Striping, Maintenance,
Construction & Improvements
- B2 Road Maintenance Equipment

LUMPKIN COUNTY 2019 T.S.P.L.O.S.T.

• 2019 TSPLOST Referendum	\$15,000,000
• Joint Project	\$ 4,000,000
• Lumpkin County Share	\$ 8,690,000
• City of Dahlonega Share	\$ 2,310,000
• Program to Date Collections	\$ 5,918,362.25
• Remaining Collections (estimated)	\$ 9,081,637.75
• Projected 2019 TSPLOST Collections	\$15,000,000
• Joint Project	\$1,578,427.21
• Lumpkin County Share	\$3,428,507.25
• City of Dahlonega	\$ 911,427.79

2019 T.S.P.L.O.S.T. EXPECTED FUNDS AVAILABLE BY PROGRAM YEAR 2 (LUMPKIN CO. SHARE)

Program Yr	Corresponding YR	Funds Available	Actual/Estimated
YR1 (6 mo)	2019	\$ 1,112,361	Actual
YR2	2020	\$ 2,316,146	Actual
YR3	2021	\$ 1,738,000	Estimated
YR4	2022	\$ 1,738,000	Estimated
YR5	2023	\$ 1,738,000	Estimated
YR6 (fractional)	2024	\$ 47,493	Estimated
TOTAL		\$ 8,690,000	

2019 T.S.P.L.O.S.T. PROPOSED PROJECT BUDGETS

	Description	Budget as Adopted
A1	Joint Project	\$4,000,000
B1	Roads & Bridges – Paving, Striping, Maintenance, Construction & Improvements	\$6,844,3000
B2	Road Maintenance Equipment	\$1,845,700
Total Projected 2019 TSPLOST Program		\$12,690,000

2019 T.S.P.L.O.S.T. PROGRAM – PROPOSED YR3 – 2021 PROJECTS

<u>Proposed Projects</u>	<u>Requested</u>		<u>Encumbered 2019</u>		<u>Approved</u>
A1 – Joint Project	<u>\$53,957.10</u>		<u>1,500,000</u>		
Sub-Total	<u>\$53,957.10</u>		<u>\$1,500,000</u>		
B1 – Roads & Bridges – Paving, Striping, Maintenance, Constructions & Improvements	\$1,200,000				
Materials: gravel/stone/asphalt/pipe/signs	<u>200,000</u>				
Sub-Total	<u>\$1,400,000</u>				
B2 – Road Maintenance Equipment					
Debris truck w/grapple (new)			248,168		
F-600 w/dump bed, plow, drop in spreader, brine tank and trailer	105,017				
2 – pick up truck replacements	<u>60,000</u>				
Sub-Total	<u>\$165,017</u>		<u>\$248,168</u>		
Totals	<u>\$1,618,974.10</u>		<u>\$1,748,168</u>		

2024 TSPLOST

Election Date	Estimated Date for Call for Referendum (30/90* days prior to vote)
May 2022	April 2022
November 2022	August 2022

*When there is a Federal election, the call for referendum is 90 days out, if no Federal election, it is 30 days out.

*Elections and County Attorney can verify the dates for staff once a decision is made on an election cycle.

SAMPLE TIMELINE

- Jan: Develop revenue estimate and decide how money will be distributed between county & city
- Jan-May: County & city develop project lists w/public input
- June: County & city elected officials vote on their list of projects
- June: Complete DRAFT master list for county to send to all elected officials in County
- June: Official meeting required by code to discuss project list
- July: Intergovernmental Agreement executed
- Aug: Resolution approved by County and forwarded to Election Superintendent – must be received 90 days before election for a General Election – 30 days for other (Municipal, Special, etc.)
- Aug-Nov: Voter information education. The public must be notified about the TSPLOST referendum by publishing the date of the referendum once a week for four weeks immediately before the election in the newspaper approved for county legal notices.
- Nov: Vote
- July: Collections Start (this is based upon a continuation for our county.)

DISCUSSION



Lumpkin County, Georgia

Special Projects Department

Date: March 16, 2021

Agenda Item: Naming of Road Off Pine Tree Way

Item Description: Naming of Road Off Pine Tree Way

Facts & Historical Information:

In 2020 the county agreed to construct an aquatic center on property located just off the existing road named Pinetree Way. Once the site plan was developed, and the 95% plan documents received, staff began the process to assign an address for the aquatic center. Upon following the addressing protocols, it was noted that the southern portion of the road will need a name, as the public access portion of Pinetree Way will stay on the northern side of the property and access to the Aquatic Center, for the public, will be from the southern portion of the property. (Site plan attached for reference.) The elementary school's main entrance will be on the northern side of the property and will be addressed off Pinetree Way. Staff is asking the Board to consider naming this road so we can proceed with completing paperwork for permitting a public pool facility. Following discussions at the first work session, planning department staff compiled a list of all the road names, county-wide, that contain any variation of Pine. The list is attached for reference as the Board works on a name for the road that will run on the southern end of the Pinetree Way site.

Potential Courses Of Action:

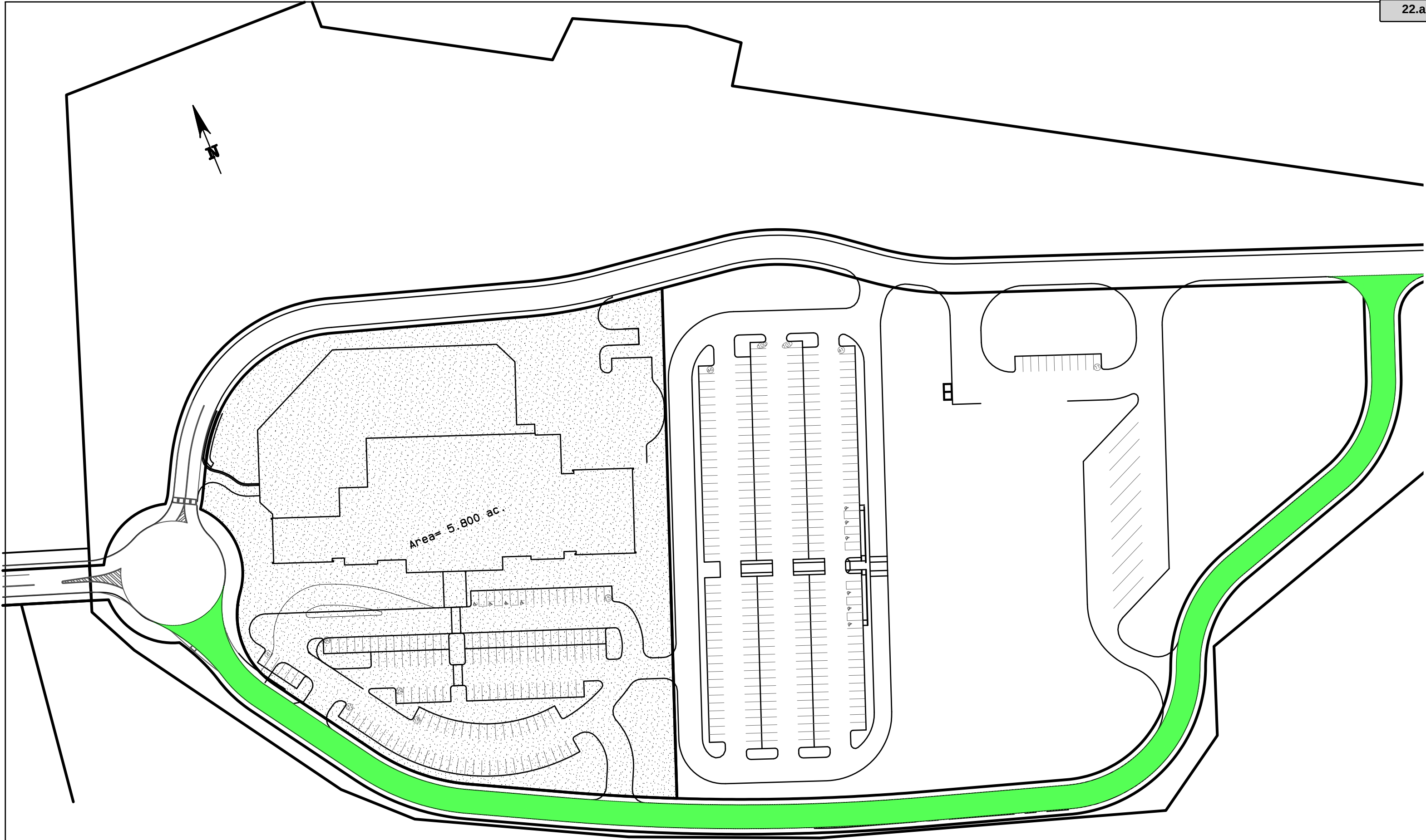
The board could consider using one of the possible names listed in the analysis. The board could choose a name not on the list and direct staff to use that for purposes of assigning an address to the aquatic center.

Budget Impact: There is no impact to the operating budget.

Staff Recommendation:

Attachments:

PROPOSED COUNTY PARCEL REV 3-1-21 color
Copy of pineaddresses



Attachment: PROPOSED COUNTY PARCEL REV 3-1-21 color (1987 : Naming of Road Off Pine Tree Way)

MARCH 1, 2021: REVISED TO INCLUDE PARKING AREA

SCALE: 1"=100'

STREET

PINE CORNER DR
PINE DR
PINE KNOT DR
PINE RD
PINE ST
PINE TREE CT
PINE TREE DR
PINE TREE LN
PINE TRL
PINECREST DR
PINETREE WAY
PINEWOOD DR E
PINEWOOD DR W
PINEWOOD PL
PINEY VIEW DR

Attachment: Copy of pineaddresses (1987 : Naming of Road Off Pine Tree Way)



Lumpkin County, Georgia

Special Projects Department

Date: March 16, 2021

Agenda Item: Consideration of Pool Type

Item Description: Consider Changing Pool Type

Facts & Historical Information:

When Lumpkin County began the design process for an Aquatic Center, the facility was designed around a traditional, marcite pool finish and systems. A steel pool and liner system were not considered by our consultants as those types of pool systems are typically far outside the established budget for our project. Staff was approached in February by one of the companies that manufacture and sell the steel wall pool and liner system. The company heard about our project and was looking for a project that they could use as a showpiece for their product in an effort to enter the southeastern pool market. After discussion this option with the design team, and learning of another company located in North Carolina that offers a similar product, staff felt it was necessary to learn more about this system and to see if it would be possible to obtain such a system for our project as it opens the doors to the types of meets and clients our facility can be marketed to. Both of the companies that manufacture and sell the steel/liner system gave presentations to the design team and have submitted cost proposals. The county's consultants and designers will be at the meeting to present an in-depth analysis and comparison of the two options of pools and to answer any questions.

Potential Courses Of Action:

The board could choose to go with the steel wall/liner pool system.
 The board could choose to go with a traditional pool.
 The board could choose to direct staff to have Carroll Daniel Construction Company bid one type of pool as the standard and the other as the alternate.
 This project is funded by bonds and a donor gift.

Budget Impact:

Staff Recommendation: