LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Agenda
Commissioners Boardroom

March 15, 2022
6:00 P.M.

- **CALL TO ORDER** Chairman Dockery
- **INVOCATION**
- **CONSIDERATION OF AGENDA**
- **PROCLAMATIONS**

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

- **PUBLIC COMMENTS (Agenda Specific)**
- **CONSIDERATION OF MINUTES**

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

- **RESOLUTIONS**

7. 2022 - 12 - Reappoint Member to LC Veterans Affairs Committee - Joshua Fitzgerald to Seat 8, expiring 4/14/2026
8. 2022 - 13 - March Surplus Property *(Finance Director Abby Branan)*
9. 2022 - 14 - Resolution to Adopt the Hazard Mitigation Plan Update *(Emergency Services Director David Wimpy)*

- **REPORTS**

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

Elected Officials

- **CONTRACTS/AGREEMENTS**

10. 2022-005 - CorrectHealth Inmate Medical Contract Amendment *(Sheriff Stacy Jarrard)*
11. 2022-006 - Retain Service of an Owner's Representative – Animal Shelter *(Special Projects Director Ashley Peck)*
12. 2022-008 - IT Services Agreement *(Special Projects Director Ashley Peck)*

13. 2022-010 - Disaster Debris Removal & Disposal - Custom Tree Care, Inc. *(Public Works Director Larry Reiter)*
14. 2022-011 - Ambulance Billing Contract *(Finance Director Abby Branan)*
15. 2022-012 - Little Mountain Road Widening Phase 1 Bid Award *(Public Works Director Larry Reiter)*
16. 2022-013 - Granicus Peak Meeting & Agenda Software Contract *(County Clerk Melissa Witcher)*
17. 2022-014 - Legal Services Contract *(Finance Director Abby Branan)*
18. 2022-015 - Lumpkin County & Windstream Covered Partnership to Submit a NTIA BIP Application *(Development Authority Director Rebecca Mincey)*

- **OTHER ITEMS**

19. Alcoholic Beverage License – Yogis Quikstop II LLC d/b/a Turners Corner Grocery Store *(County Clerk Melissa Witcher)*
20. Special Event Permit Request – Dahlonega-Lumpkin County Chamber of Commerce Graduation Dinner *(County Clerk Melissa Witcher)*
21. Special Event Permit Request – Dahlonega-Lumpkin County Chamber of Commerce Welcome Dinner *(County Clerk Melissa Witcher)*
22. Special Event Permit Request – Dahlonega-Lumpkin County Chamber of Commerce Annual Meeting & Dinner *(County Clerk Melissa Witcher)*
23. Special Event Permit Request – R-Ranch 4th of July Concert Festival *(County Clerk Melissa Witcher)*
24. Special Event Permit Request – R-Ranch Mountain Top Rodeo *(County Clerk Melissa Witcher)*
25. New Chamber/Visitor Center Sign Request *(Special Projects Director Ashley Peck)*
26. Request for Funding a Program Manager for Broadband Infrastructure Grant Project *(Development Authority Director Rebecca Mincey)*
27. NTIA Broadband Infrastructure Program Acceptance *(Finance Director Abby Branan)*
28. Mediation Compromise Terms – The Complete Combatant, LLC v. Lumpkin County
29. Discuss Animal Shelter Location *(Special Projects Director Ashley Peck)*
30. New Animal Shelter Architectural and Engineering Services RFQ *(Special Projects Director Ashley Peck)*

- **COUNTY MANAGER**
- **COUNTY ATTORNEY**
- **COMMISSIONERS**
- **PUBLIC COMMENTS**
- **ADJOURNMENT**

Lumpkin County, Georgia

Board of Commissioners Department

Date: March 15, 2022

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

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

LUMPKIN COUNTY
Board of Commissioners
Work Session Minutes
Commissioners Boardroom

February 1, 2022
4:00 P.M.

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

CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Chris Dockery	Chairman	Present	
Tucker Greene	District 1 Commissioner	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

This item will be moved to a later date.

2. 2022 Comprehensive Plan Update *(GMRC Adam Hazell)*

2022 Comprehensive Plan Update

3. Recognition of 2021 Employees of the Year

This is to recognize -- as the 2021 Employee of the Year, -- as the 2021 Fire/EMS Employee of the Year, and -- as the 2021 Sheriff's Department Employee of the Year.

MINUTES

4. Board of Commissioners - Work Session - Jan 4, 2022 4:00 PM
5. Board of Commissioners - Public Hearing - Jan 18, 2022 5:15 PM
6. Board of Commissioners - Work Session II - Jan 18, 2022 5:30 PM
7. Board of Commissioners - Regular Meeting - Jan 18, 2022 6:00 PM
8. Board of Commissioners - Public Hearing - Jan 24, 2022 6:00 PM

RESOLUTIONS

9. 2022 - 07 - Resolution to Adopt Comprehensive Plan Update *(Planning Director Bruce Georgia)*

Resolution to Adopt Comprehensive Plan Update

10. 2022 - 08 - Reappoint Members Development Authority - Henry Davis, Seat 1 & Charles Jones, Seat 5 exp 03/07/2026

Reappoint Members Development Authority - Henry Davis, Seat 1 & Charles Jones, Seat 5 exp 03/07/2026

11. 2022 - 09 - Reappoint Members Hospital Authority - Leland Cox, Seat 5 & Larry Charles, Seat 6 exp 03/01/2026

Reappoint Members Hospital Authority - Leland Cox, Seat 5 & Larry Charles, Seat 6 exp 03/01/2026

12. 2022 - 10 - Appoint Member to Board of Elections - Mary Fullard, Seat 2 & Ashley Peck, Seat 5 of unexpired terms

Appoint Member to Board of Elections - Mary Fullard, Seat 2 exp 12/31/24 & Ashley Peck, Seat 5 exp 12/31/22

LCRP Chair Katherine James said the nominee would be Mary Fullard.

13. 2022 - 11 - Road Acceptance Camp Creek Overlook *(Public Works Director Larry Reiter)*

Road Acceptance Camp Creek Overlook. Greg Hayes has requested that the road in Camp Dr. be accepted into the County Maintenance System.

Public Works Division Director Larry Reiter said he has received the signed deeds and title warranty, so we have everything we need to proceed.

CONTRACTS/AGREEMENTS

14. 2022-003 - 2022 LMIG Road Resurfacing Bid Award *(Public Works Director Larry Reiter)*

2022 LMIG Road Resurfacing Bid Award. Recommendation to award the LMIG (Local Maintenance and Improvement Grant) project bids.

15. 2022-004 - 2022 TSPLOST Road Resurfacing Contract *(Public Works Director Larry Reiter)*

2022 TSPLOST Road Resurfacing Contract. Recommendation to award the TSPLOST project bids.

Mr. Reiter explained that there was a typographical error on the bid request involving the tonnage of asphalt, so the bid price will have to be adjusted to the correct amount.

16. 2022-009 - Extension 4-H Agent Contract *(Finance Director Abby Branan)*

Extension 4-H Agent Contract

OTHER ITEMS

COUNTY MANAGER

COUNTY ATTORNEY

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

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

The meeting was adjourned at 4:11 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

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

LUMPKIN COUNTY
Board of Commissioners
Work Session II Minutes
Commissioners Boardroom

February 15, 2022
5:30 P.M.

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

CALL TO ORDER

The meeting was called to order at 5:31 PM by District 3 Commissioner Rhett Stringer

Attendee Name	Title	Status	Arrived
Chris Dockery	Chairman	Absent	
Tucker Greene	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 2021 Employees of the Year

This is to recognize -- as the 2021 Employee of the Year, -- as the 2021 Fire/EMS Employee of the Year, and -- as the 2021 Sheriff's Department Employee of the Year.

CONSIDERATION OF MINUTES

3. Board of Commissioners - Work Session - Jan 4, 2022 4:00 PM
4. Board of Commissioners - Public Hearing - Jan 18, 2022 5:15 PM
5. Board of Commissioners - Work Session II - Jan 18, 2022 5:30 PM
6. Board of Commissioners - Regular Meeting - Jan 18, 2022 6:00 PM
7. Board of Commissioners - Public Hearing - Jan 24, 2022 6:00 PM

RESOLUTIONS

8. 2022 - 07 - Resolution to Adopt Comprehensive Plan Update *(Planning Director Bruce Georgia)*

Resolution to Adopt Comprehensive Plan Update

9. 2022 - 08 - Reappoint Members Development Authority - Henry Davis, Seat 1 & Charles Jones, Seat 5 exp 03/07/2026

Reappoint Members Development Authority - Henry Davis, Seat 1 & Charles Jones, Seat 5 exp 03/07/2026

10. 2022 - 09 - Reappoint Members Hospital Authority - Leland Cox, Seat 5 & Larry Charles, Seat 6 exp 03/01/2026

Reappoint Members Hospital Authority - Leland Cox, Seat 5 & Larry Charles, Seat 6 exp 03/01/2026

11. 2022 - 10 - Appoint Member to Board of Elections - Mary Fullard, Seat 2 & Ashley Peck, Seat 5 of unexpired terms

Appoint Member to Board of Elections - Mary Fullard, Seat 2 exp 12/31/24 & Ashley Peck, Seat 5 exp 12/31/22

12. 2022 - 11 - Road Acceptance Camp Creek Overlook *(Public Works Director Larry Reiter)*

Road Acceptance Camp Creek Overlook. Greg Hayes has requested that the road in Camp Dr. be accepted into the County Maintenance System.

CONTRACTS/AGREEMENTS

13. 2022-003 - 2022 LMIG Road Resurfacing Bid Award *(Public Works Director Larry Reiter)*

2022 LMIG Road Resurfacing Bid Award. Recommendation to award the LMIG (Local Maintenance and Improvement Grant) project bids.

14. 2022-004 - 2022 TSPLOST Road Resurfacing Contract *(Public Works Director Larry Reiter)*

2022 TSPLOST Road Resurfacing Contract. Recommendation to award the TSPLOST project bids.

15. 2022-005 - CorrectHealth Inmate Medical Contract Amendment *(Sheriff Stacy Jarrard)*

CorrectHealth Inmate Medical Contract Amendment

Sheriff Jarrard said they have requested a $60,000 increase over the current rate due to nursing shortages and increased nursing wages. He said Correct Health has given us excellent service since 2011, and he would like to continue using them. Finance Director Abby Branan said staff may be able to negotiate with Correct Health, as the current contract began January 1st, and they did not provide any formal notice of a price change before the contract began. She informed Correct Health that we will require next year's pricing in June so the County will have adequate time to evaluate. Additionally, any changes must be provided before December so the BOC can have time to vote on it. Ms. Branan said she is requesting input from the Commissioners on whether to negotiate or take a different action.

OTHER ITEMS

16. Update Land Use Regulation Revisions *(Planning Director Bruce Georgia)*

Update Land Use Regulation Revisions

Planning Director Bruce Georgia went over a PowerPoint presentation of the in-progress Land Use Regulations revisions. He said the Character Area Map will not be changed, but three areas will be emphasized: Agricultural Preservation, Rural Places, and Residential Growth. These three categories will be classified as Restricted

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

Development. He reiterated that the new Road Classification system will be the key to these changes. Mr. Georgia explained they took inspiration from how GDOT classifies their roads, and they looked at traffic count data. He displayed a map of the proposed road classifications and went over the definitions.

Commissioner Mayfield asked if the road classifications would include weight or axle limits. Public Works Director Larry Reiter said axle and weight limits are all determined by state law. If you try to be stricter than the state requirements, you can lose your LMIG funding, he explained. Whether or not a road is wide does not make it arterial; it is how the road is used as a travel path in the County.

Mr. Georgia went over the implementation timeline and said the plan is to have the revisions adopted by April 19, but they would like to request that the development moratorium be extended for 30 days. Commissioner Moran said whatever we come up with, it will need teeth. He also hopes that the compatibility standards will not rely on buffers and setbacks.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

The meeting was adjourned at 6:17 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

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

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Minutes
Commissioners Boardroom

February 15, 2022
6:00 P.M.

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

CALL TO ORDER

The meeting was called to order at 6:29 PM by District 3 Commissioner Rhett Stringer

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

INVOCATION

Sheriff Jarrard gave the invocation, followed by the Pledge of Allegiance.

CONSIDERATION OF AGENDA

Motion: *A motion was made by District 4 Commissioner Moran to add an item 15, a thirty-day extension to the moratorium, to the end of the agenda under "other items." The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.*

PRESENTATIONS

1. Recognition of 2021 Employees of the Year

This is to recognize -- as the 2021 Employee of the Year, -- as the 2021 Fire/EMS Employee of the Year, and -- as the 2021 Sheriff's Department Employee of the Year.

PUBLIC COMMENTS (Agenda Specific)

Bob Pullen, 1049 Seabolt Stancil Road, addressed the Commissioners regarding the Land Use revisions. He said there are a lot of changes occurring around the County, and he has even experienced some on his road. Mr. Pullen had some concerns about the road classification system and if it would take into account the condition of the roads, such as whether they are paved or gravel. He said we should include that as part of the grading system for the local roads to avoid any issues. Mr. Pullen also emphasized that the new regulations will have to have teeth. He recalled how an individual on Seabolt Stancil Road had requested to start a business and it ended up becoming a variance with the Planning Commission. Mr. Pullen said if we don't make people follow the rules, it's not going to matter what rules we have. If we don't enforce the rules, it just won't work.

Katherine James, 37 Blueberry Hill, thanked the Planning Department for their hard work and their assistance. Ms. James urged the Commissioners to consider compatibility of uses rather than setbacks and buffers. She said those things are important but they do not consider compatibility. For example, we do not want a fireworks testing facility next to a subdivision. She fears we will have lawsuits for the County if we allow incompatible uses to be together. Ms. James said there are many people that are willing to provide their help and feedback for this process.

Commissioner Stringer reminded everyone of the scheduled Public Hearing for February 22.

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 Greene. The motion was approved and carried.*

2. Board of Commissioners - Work Session - Jan 4, 2022 4:00 PM
3. Board of Commissioners - Public Hearing - Jan 18, 2022 5:15 PM
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5. Board of Commissioners - Regular Meeting - Jan 18, 2022 6:00 PM
6. Board of Commissioners - Public Hearing - Jan 24, 2022 6:00 PM

RESOLUTIONS

7. 2022 - 07 - Resolution to Adopt Comprehensive Plan Update *(Planning Director Bruce Georgia)*

Resolution to Adopt Comprehensive Plan Update

Motion: *A motion was made by District 2 Commissioner Mayfield to approve Resolution to Adopt Comprehensive Plan Update. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

8. 2022 - 08 - Reappoint Members Development Authority - Henry Davis, Seat 1 & Charles Jones, Seat 5 exp 03/07/2026

Reappoint Members Development Authority - Henry Davis, Seat 1 & Charles Jones, Seat 5 exp 03/07/2026

Motion: *A motion was made by Commissioner Moran to approve appointing Henry Davis to Seat 1 with a term expiring 3/7/2026. The motion was seconded by Commissioner Mayfield. The motion was approved and carried.*

Motion: *A motion was made by Commissioner Mayfield to approve the appointment of Charles Jones to Seat 5 with a term expiring 3/7/2026 . The motion was seconded by Tucker Greene. The motion was approved and carried.*

9. 2022 - 09 - Reappoint Members Hospital Authority - Leland Cox, Seat 5 & Larry Charles, Seat 6 exp 03/01/2026

Reappoint Members Hospital Authority - Leland Cox, Seat 5 & Larry Charles, Seat 6 exp 03/01/2026

Motion: *A motion was made by Commissioner Greene to approve the appointment of Leland Cox to Seat 5 with a term expiring 3/1/2026. The motion was seconded by Commissioner Moran. The motion was approved and carried.*

Motion: *A motion was made by Commissioner Mayfield to approve the appointment of Larry Charles to Seat 6 with a term expiring 3/1/2026. The motion was seconded by Commissioner Greene. The motion was approved and carried.*

10. 2022 - 10 - Appoint Member to Board of Elections - Mary Fullard, Seat 2 & Ashley Peck, Seat 5 of unexpired terms

Appoint Member to Board of Elections - Mary Fullard, Seat 2 exp 12/31/24 & Ashley Peck, Seat 5 exp 12/31/22

Motion: *A motion was made by Commissioner Mayfield to appoint Mary Fullard to Seat 2 to an unexpired term ending 12/31/2024. The motion was seconded by Commissioner Moran. The motion was approved and carried.*

Motion: *A motion was made by Commissioner Mayfield to appoint Ashley Peck to Seat 5 to an unexpired term ending 12/31/2022. The motion was seconded by Commissioner Greene. The motion was approved and carried.*

11. 2022 - 11 - Road Acceptance Camp Creek Overlook *(Public Works Director Larry Reiter)*

Road Acceptance Camp Creek Overlook. Greg Hayes has requested that the road in Camp Dr. be accepted into the County Maintenance System.

Motion: *A motion was made by District 4 Commissioner Moran to approve Road Acceptance Camp Creek Overlook. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.*

REPORTS

Sheriff Jarrard said April 16th, 10:00 AM, will be the annual Easter Egg Hunt at the R-Ranch.

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

Elected Officials

CONTRACTS/AGREEMENTS

12. 2022-003 - 2022 LMIG Road Resurfacing Bid Award *(Public Works Director Larry Reiter)*

2022 LMIG Road Resurfacing Bid Award. Recommendation to award the LMIG (Local Maintenance and Improvement Grant) project bids.

Motion: *A motion was made by District 1 Commissioner Greene to approve 2022 LMIG Road Resurfacing Bid Award. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.*

13. 2022-004 - 2022 TSPLOST Road Resurfacing Contract *(Public Works Director Larry Reiter)*

2022 TSPLOST Road Resurfacing Contract. Recommendation to award the TSPLOST project bids.

Motion: *A motion was made by District 4 Commissioner Moran to approve 2022 TSPLOST Road Resurfacing Contract. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.*

14. 2022-005 - CorrectHealth Inmate Medical Contract Amendment *(Sheriff Stacy Jarrard)*

CorrectHealth Inmate Medical Contract Amendment

Motion: *A motion was made by Commissioner Mayfield to approve the amendment. Commissioner Mayfield then withdrew his motion.*

Motion: *A motion was made by District 1 Commissioner Greene to table the item until March. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.*

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

OTHER ITEMS

15. Moratorium Extension

Moratorium Extension

Motion: *A motion was made by District 4 Commissioner Moran to approve extending the moratorium for another 30 days. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.*

COUNTY MANAGER

The County Manger reminded everyone of the upcoming public hearing on February 22nd, which is to receive input from the public on the proposed Land Use Regulations revisions.

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Greene congratulated the Lumpkin County Wrestling Team for reaching State, and he said the girls' basketball team is in the Region Finals this evening.

PUBLIC COMMENTS

Tom Vincent of 95 Porter Springs Drive asked if there was a process in place to deal with a property owner who begins setting up a business without having applied for any permits. What would be the penalty if someone reports that business activity and they don't have a business license or any permits? Commissioner Stringer said if he was thinking of the same property in question, the Planning Director was already aware of the situation and would begin the necessary procedures to deal with it.

EXECUTIVE SESSION - Litigation

Motion*: Commissioner Greene moved to enter Executive Session and was seconded by Commissioner Mayfield. The motion was approved and Executive Session began at 7:02 PM.*

Motion*: Commissioner Mayfield moved to exit Executive Session and re-enter regular session at 7:36 PM. Jeff Moran seconded the motion, which was approved unanimously.*

There were no announcements from Executive session.

ADJOURNMENT

The meeting ended at 7:37 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

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

Attest:

Melissa Witcher
County Clerk, Lumpkin County

LUMPKIN COUNTY
Board of Commissioners
Joint Special Called Meeting Minutes
Chamber of Commerce Multipurpose Room

February 17, 2022
6:00 P.M.

Minutes Acceptance: Minutes of Feb 17, 2022 6:00 PM (CONSIDERATION OF MINUTES)

Call to Order

The meeting was called to order at 6:04 PM by Chairman Chris Dockery

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

Consideration of Agenda

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

LOST Presentation - Ted Baggett, Carl Vinson Institute of Government

Ted Baggett, Associate Director of Carl Vinson Institute of Government, introduced himself and explained the purpose of the meeting was to give each side the history of Local Option Sales Tax (LOST). Mr. Baggett clarified LOST is a one percent tax and is separate from SPLOST, TSPLOST, and ESPLOST. LOST started back in the 1970s and was conceived as an additional revenue source. He explained how it is calculated in the tax rollback and shown on the property tax bills. LOST is imposed and collected at point of sale countywide but is shared among the county and city. The qualifications the municipalities must meet to collect the tax were discussed. The LOST statute requires that after every decennial census, counties and enough qualified municipalities to constitute at least 50 percent of the total municipal population must agree on a distribution certificate for how to divide the proceeds of the tax. The county and city negotiate and sign a tax distribution certificate that is good for the next ten years.

Mr. Baggett stated the basis they negotiate is based on, but not limited to 8 criteria. He reviewed the criteria and explained why negotiations can be challenging. In 2010, LOST was amended to provide for a new method of settling on a distribution. A unanimous Supreme Court ruling essentially holding that it violates the separation of powers doctrine. The Court further declined an equitable remedy that permits local governments to renegotiate a new distribution certificate. The way Lumpkin County is different is they received a court order prior to the Supreme Court ruling. That has led to the current County-City split of 75% for the County and 25% for the city.

The deadline for submission of a new LOST certificate is December 30, 2022. The County must notify the DOR commissioner in writing that renegotiation proceedings have begun by July 1, 2022. If agreement has not been reached the parties must submit to nonbinding arbitration, mediation, or such other means of resolving conflicts 60-days after the beginning of negotiations. Mr. Baggett shared his observations about negotiating LOST. He suggested each side reading the opposites negotiation guides and only having 1-2 people from each side for negotiating.

Commissioner Comments

Adjournment

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Feb 17, 2022 6:00 PM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Public Hearing Minutes
Commissioners Boardroom

February 22, 2022
6:00 P.M.

Minutes Acceptance: Minutes of Feb 22, 2022 6:00 PM (CONSIDERATION OF MINUTES)

Call to Order

The meeting was called to order at 6:00 PM by Chairman Chris Dockery

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

Lumpkin County Land Use Revisions

Lumpkin County Land Use Revisions *(Planning Director Bruce Georgia)*

Lumpkin County Land Use Revisions

Planning Director Bruce Georgia gave a presentation which summarized the proposed revisions along with the timeline. He said we just went through the Comprehensive Plan update process, and he explained how that is tied in with the Land Use Code revisions. Mr. Georgia said we will still have performance zoning with the new revisions, but we will come at it with a different approach. The regulations will be more clearly defined and easier to understand.

Mr. Georgia gave an overview of the proposed road classification system and the activities compatibility chart. The overall framework to the revisions is a seven step process. We have not changed the Character Area Map, we have just clarified and refined some of the definitions. Three categories will be classified as Restricted Development, and will have extra protections: Agricultural Preservation, Rural Places, and Residential Growth. Those are the three areas which have been under the commercial development moratorium. He then went over the road classification system and road categories in more detail. All of the roads in Lumpkin County have been classified as either Arterial roads, Collector roads, or Local roads. Mr. Georgia then explained that almost half of all Lumpkin County businesses are cottage industry, or businesses that operate in the home and do not generate customer traffic, such as a knife maker. The Deputy Planning Director, Mary Catherine Beutel, then read aloud the list of arterial roads and collector roads.

Mr. Georgia then moved on to how businesses would be affected in the Restricted Development category, and he explained how certain businesses would be Conditional Uses. These specific businesses under Conditional Uses would have certain restrictions imposed upon them, like hours of operation. The administrative procedures will also be revised, and commercial uses will be more constrained than they have been, especially if they are located in Restricted Development. He ended the presentation and invited the Commissioners to ask questions.

Commissioner Mayfield asked for some further clarification on Conditional Uses. The Chairman commented that there are a few roads in Lumpkin County which start out as County-owned and then transition to private, like Chestatee River Ridge and Lewis Grindle. What happens if someone wants to make a development on the private portion of these roads? How will that be affected by these Land Use Code revisions? Mr. Georgia said that was brought up at a previous meeting. Some things may be a civil issue, he said, but these revisions should

prevent undesirable activities on local roads. Chairman Dockery said it would be a good idea to require certain types of businesses to locate on a paved, rather than gravel, road. Commissioner Greene was curious about if roads could be reclassified in the future, or how new roads would be classified.

Public Comment

Steven Leibel commented that these revisions may give the BOC an opportunity to implement a noise ordinance that varies by Character Area.

William Gilstrap introduced himself as a multigenerational farmer and rancher, and he was accompanied by his father and several other farmers. He claimed there are two cultures present in the room. Mr. Gilstrap urged the BOC to protect local landowners' property rights. He commended Bruce Georgia, Mary Catherine, and the rest of the County staff who had assisted with these revisions, but he said he disagrees with most of it. Being in the agriculture industry for many years, they have sometimes had to do certain things to keep their farms running. His family also owns rental properties and two assisted living facilities, so property rights are very important to them. They love the land and are good stewards of it. A man's rights can be removed with the swoop of a pen, he said, but often they are slowly chiseled away. He said he understands what is pushing these changes, and asked for those of you who are supporting these restrictions, what have you done to preserve agriculture? His father just purchased a couple hundred acres to put into conservation, he noted.

Carol Moran said the colors of the Character Area Map were difficult to discern, especially on a computer. She asked if these Land Use revisions would include a grandfather clause for developments already in progress. Chairman Dockery said anything that was begun before the start date of the moratorium would be allowed to proceed. Anything after the moratorium will fall under the new rules.

Mandy Kerns was concerned that the Land Use Code revisions might affect families who want to grow their own food. She said some families may want to raise backyard chickens or pigs along with having beehives, and she does not want the regulations to prohibit that.

Adelia Formica commended Mr. Georgia for his efforts on this monumental task. She made some comments regarding compatible and incompatible uses. She mentioned a phrase in the plan where it talks about buffering between incompatible uses and maintaining compatibility, but she says incompatible uses should not be allowed to be together. Ms. Formica said she did like the part about how homes would still be protected even if they are in General Development rather than Restricted Development. She urged the BOC to protect peoples' investments rather than trying to mitigate incompatible uses.

Steve Sylvester said we keep addressing this word, "compatible." He brought up some language from the proposed revisions regarding the Restricted Development category, where it states "the Performance Zoning Ordinance requires non-compatible activities that locate in areas designated Restricted Development to meet more restrictive road and compatibility standards." Mr. Sylvester said this appears to mean that incompatible uses will still be allowed in restricted development areas. He said there are not enough details yet for the public to fully understand, so there should be adequate time after the final draft is released for the public to view it. Mr. Sylvester also commented on page 24 of the agenda packet where it uses a flea market as an example of a conditional use. Forcing flea markets to only operate in the Overlay District is similar to Euclidean Zoning; you will eliminate certain businesses from operating in certain areas depending on how the compatibility charts are filled out. For his last comment, Mr. Sylvester said it may be time for another vote on traditional zoning, as it has been twenty years since the last referendum.

Chairman Dockery brought up a hypothetical scenario. Suppose you have a farmer who has 50 acres of land and already has several chicken houses. He has plans to build two more, but he doesn't have the money yet. Then someone moves in next door and builds a nice home right near where he plans to build his chicken houses. In this case, who is supposed to be protected, the property rights of the chicken farmer or the new homeowner? Does it depend on who gets there first, or who had the plans first? Chairman Dockery said this was a rhetorical question, but we have to look at the sum of the whole.

Tom Gordineer mentioned how in Barrow County, many of the chicken farms located near new subdivisions have signs that read, "Sorry about the smell, but the chickens have been here since the 1800s." We all want to protect the visual appearance of Lumpkin County, but we can't stop people from moving in. Mr. Gordineer said he isn't against property rights, but certain things need to be regulated. The lights at the McDonalds and the Mountain Inn when you are coming into town are blinding; we need to put in lighting control. Mr. Gordineer

Minutes Acceptance: Minutes of Feb 22, 2022 6:00 PM (CONSIDERATION OF MINUTES)

made additional comments about protecting our water and preventing mountain vistas from being blocked by billboards, and he had concerns that someone could try to open a strip club in Lumpkin County. He is also concerned about the expansion of roads, which will bring in more people, and he believes businesses that clear-cut trees should be required to plant replacement trees. Chairman Dockery said we do have ordinances that address strip clubs and billboards.

Bill Burgess said the citizens who live here in agricultural and rural areas do not want commercial development next door. We should have a system that automatically protects homeowners from that, or at least give the Planning Department stronger powers to say "no." Mr. Burgess said there should be a much more stringent process for development. Perhaps the appeal process should be required to involve the neighbors. Mr. Burgess said he wouldn't want to do anything to make life harder for farmers, but he also doesn't want landowners to have an RV Park built next to them.

Claude Gilstrap said he was born and raised here in Lumpkin County. He recalled approximately twenty years ago when similar meetings were taking place about the future of development in Lumpkin County, and those didn't get anywhere. He addressed the Commissioners and told them the farmers are not their enemy. Farmers are important for conserving the land. Mr. Gilstrap said he just purchased some of the old Ralph Jones property and he has a ten-year conservation plan laid out for it, including agriculture. He also has concerns that the rules for dividing your land and gifting land to children are too restrictive. Mr. Gilstrap said there are too many unknowns about this plan, and he doesn't know if Lumpkin County is ready for it. He urged the Commissioners not to take away our freedoms.

Carol Moran came up to speak again, and addressed Chairman Dockery's rhetorical question about the chicken farmer. She said a chicken house and a home are not incompatible uses, and the homeowner should know he is building in a rural area. The civil thing to do is to care about what your neighbors think. Ms. Moran said an example of incompatibility would be if she put up a carnival in her yard. She says landowners and homeowners should have a valid voice, but she doesn't think lessees should have the same voice. Ms. Moran also questioned who is defining "compatible" and said Lumpkin citizens should have a say in that.

William Swanzy said we should preserve the rights of farmers and landowners, and this needs to be opened back up for public comment once the final draft is ready.

Chairman Dockery said it is valid we should have the plan in its entirety to give the community time to review the plan. We try to accommodate everyone's schedule for these hearings, he noted, but it is hard to find a time that works for everyone. It also isn't possible to make everyone happy, but we will try to protect everyone's rights. The Chairman said we should have an additional public input session after we have a document. He also asked the Commissioners if they would approve something for the County website that would allow for public input about these Land Use revisions, as some people may be too shy to speak in front of a crowd. The public is also always welcome to email any Commissioner. The Commissioners were in agreement to allow the County Manager to implement something like that for the County website.

Commissioner Mayfield thanked William and Claude Gilstrap for coming tonight. He said it certainly isn't his intent to keep people from gifting land to their children or grandchildren, but you also don't want someone building a fireworks facility next to a retirement home. We will need more public input to get it finished.

Commissioner Greene said as Commissioners, we need that feedback from the citizens. We got elected to represent you and will listen no matter which side you are on. This isn't an easy decision, he said, so please speak up if you are passionate about this.

Commissioner Moran said he had heard some allusions that there are some plans that haven't been released to the public. He said everything that the BOC can see is what the public can see. He encouraged the public to give feedback for the plans.

Adjournment

The meeting was adjourned at 7:49 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Minutes Acceptance: Minutes of Feb 22, 2022 6:00 PM (CONSIDERATION OF MINUTES)

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Feb 22, 2022 6:00 PM (CONSIDERATION OF MINUTES)

Lumpkin County, Georgia

Board of Commissioners Department

Date: March 15, 2022

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

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

LUMPKIN COUNTY RESOLUTION NO. 2022-12

**A RESOLUTION TO APPOINT A MEMBER
TO THE
LUMPKIN COUNTY VETERANS' AFFAIRS ADVISORY COMMITTEE**

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

Now therefore, it is hereby resolved that the following person is reappointed to serve on the Lumpkin County Veterans' Affairs Advisory Committee for the seat and term indicated below:

Name:	**Seat Number:**	**Term Expiration:**
Joshua Fitzgerald	Seat 8	April 14, 2026

Resolved, adopted and effective this 15th day of March, 2022.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Finance Department

Date: March 15, 2022

Agenda Item: March Surplus Property

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

Facts & Historical Information: The item(s) on the attached sheet are no longer used or needed by County departments and need to be declared surplus to legally be removed from the County's asset listing and disposed of via sale or disposal at the Transfer Station. Historically, items have been sold via GovDeals, an online auction site. Each County Department or Constitutional Officer has the opportunity to review the items to see if their respective department/office has use of any item prior to placement on the surplus list and subsequent presentation to the Board of Commissioners.

Potential Courses of Action: A) Approve surplus list items for sale. Any unsold items will be disposed of in accordance with O.C.G.A.
B) Keep the items in County inventory.

Budget Impact: Selling the items on GovDeals would generate additional unbudgeted revenue for the county. The dollar amount is unknown due to GovDeals being a bid/auction site. Keeping the unused items will not generate revenue and will result in staff having to find a location to store the items.

Staff Recommendation: The recommendation of staff is surplus the item listed and sell on the GovDeals.com website. Staff also recommends any unsold item(s) or items noted as scrap be disposed of at the Transfer Station or sold for scrap with the funds generated deposited into the General Fund.

LUMPKIN COUNTY RESOLUTION NO. 2022 –13

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

Whereas, the Lumpkin County Board of Commissioners has determined that certain items of personal property, being more particularly set out and identified on the Surplus Request List Dated 02/16/22 attached hereto as Exhibit "A", which is incorporated herein by reference and made a part hereof, are no longer used or needed for County purposes;

Now therefore, it is hereby resolved that said property identified on the Surplus Request List Dated 02/16/22 attached hereto as Exhibit "A" is declared surplus; and

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

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

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

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

Resolved, adopted and effective this 15th of March, 2022.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Attachments:
SURPLUS REQUEST LIST 02.16.22

Exhibit "A"
SURPLUS REQUEST LIST DATED 02/16/22

Dept.	Description	Comments	ID#	VIN OR SERIAL NUMBER
33260	2008 FORD CROWN VIC INTERCEPTOR	FORMER PATROL UNIT MOVED TO DETENTION, CURRENT MILEAGE IS 193K MILES. UNIT IS IN NEED OF VARIOUS MECHANICAL AND COSMETIC REPAIRS. NOT SUITABLE FOR TRANSFER TO ANOTHER DEPARTMENT. OUTSIDE THE GUIDELINES OF FLEET POLICY. RECOMMEND APPROVAL FOR GOVDEALS AUCTION	7774	2FAFP71V68X147774
		02/08/2022 THIS IS A TURN-IN VEHICLE FOR NEW REPLACEMENT VEHICLE		
		REQUESTED BY DOUG COCHRAN ON 02/08/2022		
35000	2010 FREIGHTLINER M2 BUSINESS CLASS	FORMER AMBULANCE / MED UNIT MOVED	7001	1FVACWDU4ADAP7001
		RESERVE STATUS. UNIT HAS 253K MILES, IS IN		
		OF MECHANICAL REPAIRS. EXCEEDS FLEET		
		POLICY GUIDELINES AND IS NOT USEABLE BY		
		ANY OTHER DEPARTMENT. RECOMMEND		
		DISPOSAL THROUGH GOVDEALS AUCTION.		

Attachment: SURPLUS REQUEST LIST 02.16.22 (2022 - 13 : March Surplus Property)

Lumpkin County, Georgia

Emergency Services Department

Date: March 15, 2022

Agenda Item: Resolution to Adopt the Hazard Mitigation Plan Update

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

Facts and Historical Information:

In 2000, the United States Congress adopted the Disaster Mitigation Act of 2000, allowing Federal funding to be allocated to Hazard Mitigation plans and projects before the disaster happens. State and local governments are now required by Congress, through the Federal Emergency Management Agency (FEMA), to develop compliant plans to be eligible for Federal Hazard Mitigation project funding.

Georgia's unique geographic location exposes the state and its Citizens to severe weather at any time of the year. It is one of the few places that weather conditions may include snow, ice, lightning, and a tornado from the same storm event. The state of Georgia has averaged a federal disaster declaration about once a year for the last several years. How can we protect and prepare ourselves for the next natural disaster to strike Georgia? The answer is, mitigation planning and Federal funding.

Potential Courses Of Action:

1. Adopt and sign the new Hazard Mitigation plan update by resolution, for Lumpkin County, so we can continue to give the Citizens the best possible preparedness and protection.

2. Reject the Plan and take away the opportunity for Federal mitigation funding in the case of a disaster that may happen in Lumpkin County. Which in turn, could put the entire cost of a disaster on Lumpkin County and the Tax payers?

Budget Impact: There is no current budget impact to the County.

Staff Recommendation: Course of action 1. Adopting the Hazard Mitigation plan update by resolution.

LUMPKIN COUNTY RESOLUTION NO. 2022-14

A RESOLUTION TO ADOPT AN UPDATED HAZARD MITIGATION PLAN

Whereas, the United States Congress adopted the Disaster Mitigation Act of 2000 ("the Act"), allowing Federal funding to be allocated before a disaster happens, and state and local governments are required by Congress, through the Federal Emergency Management Agency (FEMA), to develop compliant plans to be eligible for Federal Hazard Mitigation project funding; and

Whereas, Lumpkin County adopted a Hazard Mitigation Plan in 2004 by Lumpkin County Resolution No. 2004-11; and

Whereas, the County contracted with North Georgia Consulting Group, LLC, to review and update the County's existing Hazard Mitigation Plan to ensure compliance with the Act and maintain eligibility for future disaster assistance; and

Whereas, the County now desires to update its existing Hazard Mitigation Plan to ensure compliance with the Act and maintain eligibility for future disaster assistance;

Now therefore, it is resolved that the Lumpkin County Hazard Mitigation Plan 2021 attached hereto and incorporated herein by reference is hereby approved and adopted;

Resolved, adopted and effective this 15th day of March, 2022.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Attachments:
Lumpkin HMP 2021

LUMPKIN COUNTY
HAZARD MITIGATION PLAN 2021

Including the City of Dahlonega



Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

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Appendix B – Hazard History Database
Appendix C – Hazard Frequency Table
Appendix D – Other Planning Documents
Appendix E – Glossary

Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

Chapter 1
Introduction

1.1 Purpose

The Disaster Mitigation Act of 2000 has helped to bring attention to the need for successful hazard mitigation planning throughout the United States. Section 322 of the Act emphasizes the importance of comprehensive multi-hazard planning at the local level, both natural and technological, and the necessity of effective coordination between State and local entities to promote an integrated, comprehensive approach to mitigation planning. The Hazard Mitigation Planning and Hazard Mitigation Grant Program (HMGP) interim final rule published on February 26, 2002, identifies these new local mitigation planning requirements. According to this rule, state and local governments are required to develop, submit, and obtain FEMA approval of a hazard mitigation plan (HMP). Completion of an HMP that meets the new Federal requirements will increase access to funds for local governments and allow them to remain eligible for Stafford Act assistance.

The HMP becomes part of the foundation for emergency management planning, exercises, training, preparedness and mitigation within the County. Such a plan sets the stage for long-term disaster resistance through identification of actions that will, over time, reduce the exposure of people and property to identifiable hazards. This plan provides an overview of the hazards that threaten the County, and what safeguards have been implemented, or may need to considered for implementation in the future.

Hazards, for purposes of this plan, have been divided into two basic categories: natural and technological. Natural hazards include all hazards that are not caused either directly or indirectly by man and are frequently related to weather events, such as tornados and winter storms. Technological hazards include hazards that are directly or indirectly caused by man, including hazardous materials spills and weapons of mass destruction (WMD) events, although terrorism is not the particular focus of this Plan. This Plan also makes some recommendations that transcend this classification of natural and technological hazards. In other words, some of the recommendations contained within this Plan apply to many or all hazards. This is commonly referred to as an "all-hazards approach". Most hazards throughout the United States could happen anytime and anywhere. However, the main focus of this plan is on those hazards that are most likely to affect Lumpkin County and the City of Dahlonega in the future.

Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

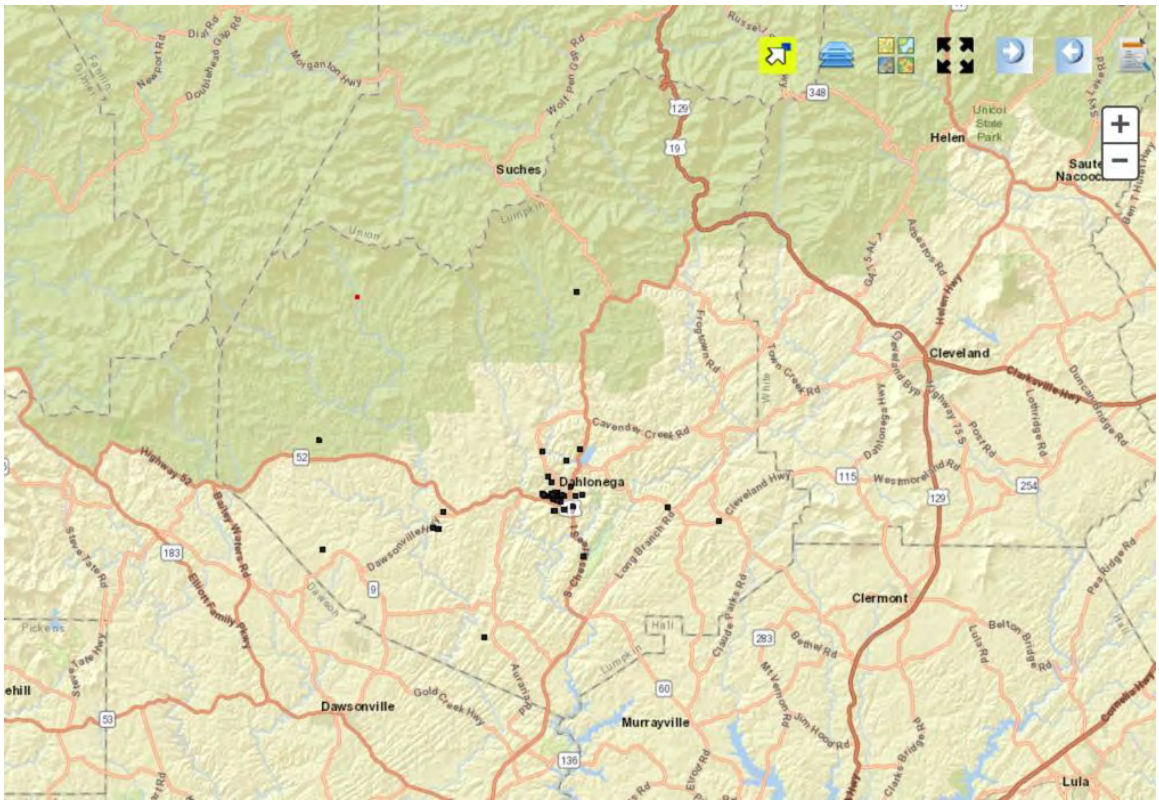
1.2 Organization of the Plan

The Hazard Mitigation Plan (HMP) consists of four main components: 1) the narrative plan, 2) the Hazard History Database, 3) the Hazard Frequency Table, and 4) a Critical Facilities Database. The narrative plan itself is the main component of the HMP. This part of the Plan includes an overview of the planning process, a summary of the County's hazard history, hazard frequency projections, a detailed discussion of proposed mitigation measures, and a description of how future reviews and updates to the Plan will be handled. The Hazard History Database is attached as a Microsoft Excel spreadsheet and includes relevant information on past hazards within the County. The Hazard Frequency Table is derived from the hazard history and provides frequency-related statistics for each discussed hazard. This table is also attached as a Microsoft Excel spreadsheet. Finally, the Critical Facilities Database is an online tool developed in part by UGA for GEMA that contains detailed information on critical facilities within the County. Critical facilities for the purposes of this plan are those facilities that are among the most important within a specific jurisdiction with regard to the security and welfare of the persons and property within that jurisdiction. Typical critical facilities include hospitals, fire stations, police stations, critical records storage locations, etc. These facilities will be given special consideration during mitigation planning. For instance, a critical facility should not be located in a floodplain if at all possible. Using the critical facilities information, including GPS coordinates and replacement values, along with different hazard maps from GEMA, this database becomes a valuable planning tool that can be used by Counties to help estimate losses and assess vulnerabilities. This interactive Critical Facilities Database will also help to integrate mitigation planning into their other planning processes.

The following GEMA map displays the location of critical facilities within Lumpkin County and the City of Dahlonega. These facilities may be viewed in much greater detail within the Critical Facilities Database. Access to this database is limited and can only be viewed with the permission of the EMA Director due to the sensitive nature of some of the information.

Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

Lumpkin County Critical Facilities Map (GEMA)



A risk assessment, which is composed of elements from each of the four main HMP components, provides the factual basis for all mitigation activities proposed within this Plan.

Inventory of Critical Facilities: Critical facilities are defined as facilities that provide essential products and services to the public. Many of these facilities are government buildings that provide a multitude of services to the public, including most public safety disciplines such as emergency management, fire, police, and EMS. Other government buildings/facilities commonly classified as critical facilities are water distribution systems, wastewater treatment facilities, public works, public schools, administrative services, and post offices. For the purposes of this Plan, critical facilities have been identified by the HMPC and important information gathered for each one. This information is located in the Critical Facilities Database (Appendix A).

Hazard Identification: During the planning process, a hazard history was created based upon available records from the past fifty years. This hazard history includes the natural and technological hazards that are most likely to affect the County. Unfortunately, record keeping was not as accurate or detailed decades ago as it is now. Therefore, the most useful information relating to these hazard events is found within the last ten to fifteen years. This

Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

fact is obvious upon review of the Hazard History Database (Appendix B), and the Hazard Frequency Table (Appendix C).

Profile of Hazard Events: Each hazard identified was analyzed to determine likely causes and characteristics, and what portions of the County's population and infrastructure were most affected. However, each of the hazards discussed in this Plan has the potential to negatively impact any given point within the County. A profile of each hazard discussed in this plan is provided in Chapter 2.

Vulnerability Assessment: This step is accomplished with the Critical Facilities Database by comparing GEMA hazard maps with the inventory of affected critical facilities, other buildings, and population exposed to each hazard (see Worksheets 3a).

Estimating Losses: Using the best available data, this step involved estimating structural and other financial losses resulting from a specific hazard. This is also accomplished to some degree using the Critical Facilities Database. Describing vulnerability in terms of dollar amounts provides the County with a rough framework in which to estimate the potential effects of hazards on the built environment.

Based on information gathered, the Plan identifies some specific mitigation goals, objectives, and actions to reduce exposure or impact from hazards that have the most impact on each community. A framework for Plan implementation and maintenance is also presented within this document.

Planning grant funds from the Federal Emergency Management Agency, administered by GEMA, funded the HMP. The HMP was developed by the HMPC, with technical assistance from GEMA and North Georgia Consulting Group.

Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

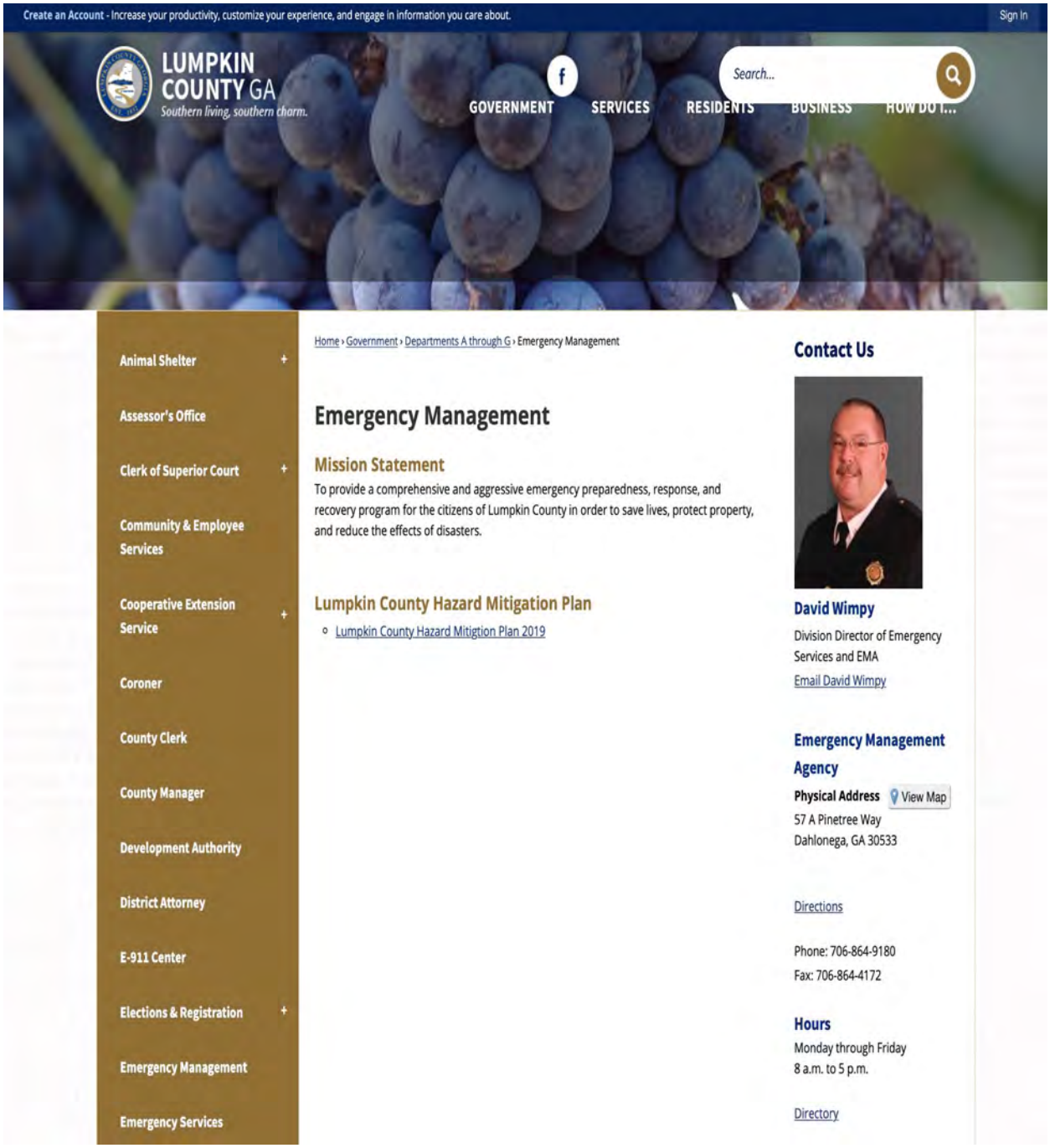
1.3 Participants in Planning Process

This Hazard Mitigation Plan (HMP) is designed to protect both the unincorporated areas of the County as well as the City. Though the County facilitated this planning process, the City of Dahlonega provided critical input into the process. Without this mutual cooperation, the Plan would not exist in its present comprehensive form. Note: Please keep in mind that throughout this Plan, the term "county" typically refers to all of Lumpkin County, including the City of Dahlonega.

The process for updating Lumpkin County's Hazard Mitigation Plan can be found in the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Planning's "How To" Guides. According to "Getting Started: Building Support for Mitigation Planning;" the suggested process for preparing a Hazard Mitigation Plan is to 1) Organize resources and identify stakeholders and those holding technical expertise; 2) Access risks to the community; 3) Develop a Mitigation Plan and lastly; 4) Implement and Monitor that plan once it is adopted. (FEMA 386-1)

The Lumpkin County Hazard Mitigation Planning Committee (HMPC) is made up of a variety of members. The Chairman of the HMPC is Lorraine Morris. The Chairman's responsibilities include all decisions relating to the overall direction of the Plan, retrieval of data from various departments, and serving as a central point of contact for all matters relating to the Plan. The consultant, NGCG, is responsible for facilitation of HMPC meetings, integration of updated data into the Plan, grant administration, and other administrative functions. Local government officials including County and City employees, representatives from Georgia Forestry and from the University of North Georgia represented the HMPC. Representatives for utilities and local businesses were also extended an invitation to participate. Potential participants were invited either verbally or by email, depending upon the participant. Each jurisdiction had representatives on the HMPC who provided critical data for consideration through meetings, email, an/or site visits. This diverse group provided valuable input into the planning process including identifying hazards and developing important mitigation measures to be considered in the future. The entire HMPC met several times over the course of this planning process. These meetings occurred on September 24, 2019, October 24, 2019 and November 14, 2019. Other meetings were held throughout this planning process at various times between two or more HMPC members in order to accomplish smaller tasks. Two public meetings relating to this Plan are required by FEMA: one during the drafting stages of the Plan, and one after the final version of the Plan is completed. The first of these two meetings occurred on November 14, 2019 during the drafting stages of the Plan. Once necessary revisions were made to the Plan, a second public meeting was held on XXX where it was adopted by Lumpkin County. A copy of the adoption resolution is included in the Appendices. Prior to adoption at the final public meeting, the public was provided with an additional opportunity to review and comment on the Plan. This final version was then submitted to GEMA and FEMA for review and approval. All public meetings were advertised in the local newspaper and the draft Plan update was posted on the Lumpkin County website as shown below.

Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)



Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

The Plan is the result of a community-wide effort put forth over the past several months utilizing FEMA's Hazard Mitigation Plan "How To" Guides to aid in laying out the planning process described above. Stakeholders and persons with technical expertise were identified early in the process. Full participation was provided by Lumpkin County and the City of Dahlonega. Each jurisdiction had representatives on the Hazard Mitigation Planning Committee and provided critical data to the HMPC for consideration.

The public involvement elements of this Plan were reviewed by the HMPC. They were determined to have remained effective and were approved for use in the current Plan update process.

HMPC members are listed alphabetically in the following table:

Name	Jurisdiction/Dept	Title/Position
Joey Anderson	ACNS, Outsourced County IT	Director
Mark Buchanan	City of Dahlonega Public Works	Director
Carlton Chester	Lumpkin County Sheriffs Office/E-911	Director
Bruce Georgia	Lumpkin County Planning	Director
John Jarrard	City of Dahlonega Water Department	Superintendent
Lorraine Morris	Lumpkin County EMA	Deputy Director
Sean Phipps	Lumpkin County Water and Sewerage Authority	Director
Larry Reiter	Lumpkin County Planning and Public Works	Director
Rip Schroeder	University of North Georgia	Emergency Preparations
David Wimpy	Lumpkin County Emergency Services	Director

Various County and City departments, schools, and others participated in conversations with the EMA Director that directly contributed to the development of this Plan. Due to limited resources within the County and City, attendance at HMPC meetings for many was not an option. Nevertheless, their direct input was utilized by the HMPC to develop this Plan.

Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

The Plan was posted on the county's website during the planning process. This was done to allow the general public, including other nearby communities, as well as other agencies to review and comment on the Plan utilizing the contact information provided on the website. The Plan was also forwarded to surrounding jurisdictions with a request they review the plan and provide any feedback they deem necessary. A copy of the email is included in Appendix D. No feedback or comments have been received to date.

1.4 HRV summary/Mitigation goals

Lumpkin County has experienced a number of hazard events throughout its history, most resulting in fairly localized damage. Flooding, tornados, winter storms, wildfire, drought, severe thunderstorms (including hail and lightning), earthquakes, landslides, dam failure and hazardous materials to varying degrees represent known threats to Lumpkin County. The Lumpkin County HMPC used information gathered throughout this planning process to identify mitigation goals and objectives as well as some recommended mitigation actions. Each potential mitigation measure identifies an organization or agency responsible for initiating the necessary action, as well as potential resources, which may include grant programs and human resources. An estimated timeline is also provided for each mitigation action.

1.5 Multi-Jurisdictional Special Considerations

The City of Dahlonega was an active participants and equal partner in the planning process as well as the previous planning process. As an active part of the HMPC, both jurisdictions contributed significantly to the identification of mitigation goals and objectives and potential mitigation measures contained within the HMP.

Participation in Mitigation Plan

Jurisdiction	*2020 Plan*	*2015 Plan*
Lumpkin County	✓	✓
City of Dahlonega	✓	✓

Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

1.6 Adoption, Implementation, Monitoring, Evaluation

Upon completion of the Plan, it will be forwarded to GEMA for initial review. GEMA will then forward the Plan to FEMA for final review and approval. Once final FEMA approval has been received, Lumpkin County and the City of Dahlonega will be responsible for initiating the appropriate courses of action related to this Plan. Actions taken may be in coordination with one another or may be pursued separately. The "Plan Update and Maintenance" section of this document details the formal process that will ensure that the Lumpkin County HMP remains an active and relevant document. The HMP maintenance process includes monitoring and evaluating the Plan annually, and producing a complete Plan revision every five years. Additionally, procedures will ensure public participation throughout the plan maintenance process. This Plan will be considered for integration into various existing plans and programs, including the Lumpkin County Comprehensive Plan at its next scheduled update. Mitigation actions within the HMP may be used by the County and City as one of many tools to better protect the people and property of Lumpkin County and the City of Dahlonega. Lumpkin County and the City of Dahlonega are each individually responsible for the processes necessary to formally adopt this Plan.

Adoption Status

Jurisdiction	*Date of Adoption*
Lumpkin County	Upon GEMA & FEMA Approval
City of Dahlonega	Upon GEMA & FEMA Approval

Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

1.7 Review and Incorporation

The HMPC recognized the need to integrate other plans, codes, regulations, procedures and programs into this Hazard Mitigation Plan (HMP). Lumpkin County did not have the opportunity to incorporate the original HMP's strategy into other planning mechanisms, but will now ensure that during the planning process for new and updated local planning documents such as a comprehensive plan or Local Emergency Operations Plan, the EMA Director will provide a copy of the HMP to the appropriate parties, so incorporation will be considered in future updates. All goals and strategies of new and updated local planning documents should be consistent with, and support the goals of, the HMP and not contribute to increased hazards in the affected jurisdiction(s).

Record of Review

Existing planning mechanisms	Reviewed? (Yes/No)	Method of use in Hazard Mitigation Plan
Comprehensive Plan (multi-jurisdictional)	Yes	Development trends
Local Emergency Operations Plan	Yes	Identifying hazards; Assessing vulnerabilities
Storm Water Management / Flood Damage Protection Ordinance	Yes	Mitigation strategies
Building and Zoning Codes and Ordinances	Yes	Development trends; Future growth
Mutual Aid Agreements	Yes	Assessing vulnerabilities
State Hazard Mitigation Plan	Yes	Risk assessment
Land Use Maps	Yes	Assessing vulnerabilities; Development trends; Future growth
Critical Facilities Maps	Yes	Locations
Community Wildfire Protection Plan	Yes	Mitigation strategies

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As set forth in the plan maintenance section of this plan (Section 6.4), the Hazard Mitigation Planning Committee will meet during the plan approval anniversary date of every year to complete a review of the Hazard Mitigation Plan. It is during this review process that the mitigation strategy and other information contained within the Hazard Mitigation Plan are considered for incorporation into other planning mechanisms as appropriate. Opportunities to integrate the requirements of this HMP into other local planning mechanisms will continue to be identified through future meetings of the HMPC on an annual basis. The primary means for integrating mitigation strategies into other local planning mechanisms will be through the revision, update and implementation of each jurisdiction's individual action plans that require specific planning and administrative tasks (e.g., plan amendments and ordinance revisions).

During the planning process for new and updated local planning documents such as a comprehensive plan or Local Emergency Operations Plan, the EMA Director will provide a copy of the HMP to the appropriate parties. It will be recommended that all goals and strategies of new and updated local planning documents be consistent with, and support the goals of, the HMP and will not contribute to increased hazards in the affected jurisdiction(s).

Although it is recognized that there are many benefits to integrating components of this plan into other local planning mechanisms, and that components are actively integrated into other planning mechanisms when appropriate, the development and maintenance of this stand-alone HMP is deemed by the committee to be the most effective method to ensure implementation of local hazard mitigation actions at this time. Therefore, the review and incorporation efforts made in this update and the last, which consisted of a simple review of the documents listed in the chart above by various members of the HMPC, are considered successful by the HMPC and will likely be utilized in future updates.

The County's EMA is committed to incorporating hazard mitigation planning into its Local Emergency Operations Plan and other public emergency management activities. As the EMA Director becomes aware of updates to other County or City plans, codes, regulations, procedures and programs, the Director will continue to look for opportunities to include hazard mitigation into these mechanisms.

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1.8 Scope of Updates

Changes have been made to the HMP in this updated version. These changes are summarized in the following table.

Chapter or Section	Chapter or Section Description	Changes this Update
1.2	Organization of the Plan	Descriptions
1.3	Participants in Planning Process	Data
1.5	Multi-Jurisdictional Special Considerations	Data
1.6	Adoption, Implementation, Monitoring, Evaluation	Descriptions, Data
1.7	Review and Incorporation	Descriptions, Data
1.8	Scope of Updates	Descriptions, Data
1.9	Brief County Overview	Descriptions, Data
2	Introduction	Descriptions, Data
2.1	Severe Thunderstorm	Descriptions, Data, Visual Aids
2.2	Winter Storm	Descriptions, Data, Visual Aids
2.3	Flooding	Descriptions, Data, Visual Aids
2.4	Tornado	Descriptions, Data, Visual Aids
2.5	Wildfire	Descriptions, Data, Visual Aids
2.6	Drought	Descriptions, Data, Visual Aids
2.7	Earthquake	Descriptions, Data, Visual Aids
3.1	Hazardous Materials Rel.	Descriptions, Data, Visual Aids
3.2	Dam Failure	Descriptions, Data, Visual Aids
4	Land Use & Dev. Trends	Descriptions, Data, Visual Aids
5	HM Goals Obj. & Actions	Descriptions, Data
6.1	Action Plan Implementation	Descriptions

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Chapter or Section	Chapter or Section Description	Changes this Update
6.2	Evaluation	Descriptions
6.3	Multi-Jurisdictional Strategy & Considerations	Descriptions
6.4	Plan Update & Maintenance	Descriptions, Data
7.2	References	Data
App. A	Critical Facilities Database	Data, Visual Aids
App. B	Hazard History Database	Data
App. C	Hazard Frequency Table	Data
App. D	Other Planning Documents	Descriptions, Data, Visual Aids

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1.9 Brief County Overview



County Formed: December 3, 1832

County Seat: Dahlonega

Incorporated Cities: Dahlonega

U.S. Census Bureau Estimated Population:

Lumpkin County: 33,610 (2019)

City of Dahlonega: 7,294 (2019)

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Total Area: 283 square miles



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Proximity to Local Cities

Atlanta, GA	65 miles	south-southwest	via US 19/GA 400
Athens, GA	60 miles	southeast	via US 129
Chattanooga, TN	107 miles	northwest	via GA 52, 76, I-75
Cleveland, GA	18 miles	east	via GA 52, 115
Dalton, GA	75 miles	west	via GA 52, US 76
Gainesville, GA	30 miles	southeast	via GA 52
Blairsville, GA	35 miles	north	via US 129

County Origins

Lumpkin County was created on December 3, 1832 by an Act of the General Assembly of the State of Georgia (Ga. Laws 1832, p. 56). By 1830, the Cherokee Nation had been reduced to the current northwest corner of Georgia, plus adjoining areas in Alabama, Tennessee, and North Carolina. Even while Cherokee Indians remained on their homeland in Georgia, the General Assembly on Dec. 21, 1830 enacted legislation claiming "all the Territory within the limits of Georgia, and now in the occupancy of the Cherokee tribe of Indians; and all other unallocated lands within the limits of this State, claimed as Creek land" (Ga. Laws 1830, p. 127). The reason for the state of Georgia claiming the Cherokee ancestral lands for their own, was the discovery of gold in 1829. In the summer of 1829, Habersham County began to attract much attention with the announcement that gold had been discovered in that area. Lying on the Georgia / Cherokee Nation boundary, it wasn't long until prospectors from all over the southeast began to intrude into the Cherokee nation and found gold in large quantities. This actually helped fuel the nation's first gold rush.

By the winter of 1829, several thousand gold prospectors had crossed into the Nation. Initial attempts by the United States Army and later the Georgia militia failed to stop the rising tide of prospectors. By 1830, Governor George Gilmer initiated legislation to take possession of the Cherokee Nation despite the protests of the native inhabitants. The act provided for surveying the Cherokee lands in Georgia; dividing them into sections, districts, and land lots; and authorizing a lottery to distribute the land. On Dec. 26, 1831, the legislature designated all land in Georgia that lay west of the Chattahoochee River and north of Carroll County as "Cherokee County" and provided for its organization (Ga. Laws 1831, p. 74). However, the new county was not able to function as a county because of its size and the fact that Cherokee Indians still occupied portions of the land. On Dec. 3, 1832, the legislature added areas of Habersham and Hall counties to Cherokee County, and then divided the entire area into nine new counties: Cass (later renamed Bartow), Cobb, Floyd, Forsyth, Gilmer, Lumpkin, Murray, Paulding, and Union, plus a reconstituted and much smaller Cherokee County.
Early gold mining operations were so successful that the United States government

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authorized the building of a mint in Dahlonega, which was completed less than 10 years after the first strike. From 1838 to 1861 this mint produced over $6 million dollars in gold coins. When the Civil War broke out the Confederate government used the mint briefly, producing another $23,000 in gold coinage. The officials found running the mint too expensive and shut it down.

In 1849 the California Gold Rush began to attract miners from Lumpkin County. The highly respected assayer and state geologist Dr. Matthew Stephenson asked the miners to stay, however, miners began to search for the precious metal elsewhere.

During the Civil War, Lumpkin County gave its men to both sides, as did many counties in the North Georgia mountains. But the atmosphere in Lumpkin County alone was described as "contentious", possibly because the small band of Confederate Home Guard was kept busy repressing the pro-Union factions in the county.

Six years after the end of the war North Georgia College began as a land grant and military school. The people of Lumpkin County embraced the school especially during parades that reminded the citizens of their contribution to the bloody conflict.

In the 1880's interest in Lumpkin County revived briefly as a second, albeit smaller Gold Rush brought a few hardy souls back into the area. By 1900 this had "panned out" and once again the county watched an exodus of men to richer mines in Montana and Alaska. Dredging operations were popular until 1920 in Lumpkin and Dawson counties.

As early as 1910 the Federal Government began acquiring lands in Lumpkin County for the purpose of preservation. By 1920 this effort spread throughout the entire northern third of the state and in 1936 the federal government created the Chattahoochee National Forest out of the purchases that had begun in Lumpkin County 26 years earlier thanks, in part, to the efforts of Arthur Woody.

Electricity was not available to all Lumpkin County residents until after World War II. Many of the residents lived the home their daddy or granddaddy had built, often without water or a floor. The advent of the automobile brought another change to Lumpkin County. Previously accessible only to people on horseback or in carriages, the automobile opened up Lumpkin County to tourism, it's third gold rush.

Georgia's 82nd county was named for Georgia governor Wilson Lumpkin, who held office at the time of the county's creation. Formerly U.S. representative and later elected U.S. senator, Lumpkin was active in all three roles in seeking removal of Georgia's Cherokee Indians. In 1857, the southern portion of the Lumpkin County line was readjusted in the 13th District and incorporated into the newly created Dawson County. In 1858, the county line was again redrawn in the eastern part of Lumpkin's 1st District and added to White County.

(Credit: Lumpkin County Historical Society and RoadsideGeorgia.com)

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Points of Interest

The University of North Georgia (UNG) is an educational institution that was established by the University System of Georgia Board of Regents on January 8, 2013 as a result of the consolidation of North Georgia College & State University and Gainesville State College. The combined institution has campus locations in Dahlonega, Oakwood (Gainesville Campus), Watkinsville (Oconee Campus), and Cumming. With just over 16,000 enrolled students, the University of North Georgia is the sixth largest public university in the state of Georgia. Within UNG, there are five colleges which collectively offer over one hundred bachelor's and associate degrees, as well as thirteen master's degrees and one doctoral degree. More than 750 students are involved in the university's ROTC program, which has given it the designation as The Military College of Georgia. It is one of only six senior military colleges in the United States. In addition, it is also designated by the University System of Georgia as a state leadership institution.



Dahlonega's Downtown District with its National Registered Historic Streets and Public Square, walking tours, and green space parks is one of the South's most quaint and active

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town centers. Downtown Dahlonega is an award-winning Main Street City and an exciting place to visit, shop, live, and do business.





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The Dahlonega gold mines and the Dahlonega Gold Museum are popular day trip destinations for schools and families.





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Local Events

Wine Highway Weekend: Every year the local wineries have a special weekend to tour the wineries, provide tastings and special events. For a fee you receive a passport for free admission to all member wineries for tastings.

Bear on the Square Festival: Held the 4th weekend in April. This is an old time mountain festival. Celebrating mountain music and crafts.

Wildflower Festival of the Arts: Held the 3rd weekend in May. Features artists representing visual arts and fine crafts in all mediums including painting, drawing, weaving, photography, jewelry and others. All works will be offered for sale. Also included is a wildflower awareness area, featuring specimens of native flora and fauna, with local experts to explain the growing conditions, tips for identification associated with native plants. Dahlonega Master Gardeners present wildflower displays, wildflower walks and wildflower tours.

Georgia Wine Country Festival at Three Sisters Winery: Every weekend in June. This event celebrates the many resources of "Georgia Wine Country." Offers wine tastings from Georgia wineries and around the globe, live music (bluegrass to classical to jazz), gourmet foods, folk art, farm exhibits, live demonstrations, hot air balloon rides, wagon rides.

6 Gap Century Bike Ride Across the Mountains: September 26th. A 100-mile bike ride through the mountains.

Gold Rush Festival: Held the 3rd weekend in October. This is Dahlonega's largest festival. Thousands come to celebrate Dahlonega's 1828 discovery of gold. Over 300 art and craft exhibitors gather around the Square and Historic District in support of this annual event. Included are a 5K road race, fashion show, gold panning contest, wheelbarrow race, King and Queen Coronation, hog calling, buck dance contest, gospel singing, wrist wrestling and many other exciting events.

Hemlockfest: November 6th thru 8th. This festival supports conserving Hemlock Trees. Includes live bands, exhibits and more.

Old Fashion Christmas: The colorful and beautifully illuminated historic downtown square forms the backdrop for wonderful Christmas activities. One of Southeast Tourism's top 20 seasonal events with caroling, hospitality tables, and activities through the weekends before Christmas.

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Chapter 2
Local Natural Hazard, Risk and Vulnerability (HRV) Summary

The Lumpkin County Hazard Mitigation Planning Committee (HMPC) identified eight natural hazards the County is most vulnerable to based upon available data including scientific evidence, known past events, and future probability estimates. As a result of this planning process, which included an analysis of the risks associated with probable frequency and impact of each hazard, the HMPC determined that each of these natural hazards pose a threat significant enough to address within this Plan. These include tornados, severe thunderstorms (including hail & lightning), flooding, winter storms, wildfire, drought, earthquakes, and landslides. For this plan update, the HMPC reviewed the natural hazards listed in the 2014 Georgia Hazard Mitigation Strategy Standard Plan Update to assess the applicability of these hazards to Lumpkin County and the City of Dahlonega (See Table 2.1). Each of these natural hazards is addressed in this chapter of the Plan. An explanation and results of the vulnerability assessment are found in Tables 2-1 and 2-2.

The HMPC also discussed how changes in the climate may in some ways impact the County and Cities. If this is the case, at this point there is insufficient data to calculate how and to what degree such changes may impact Lumpkin County in the future. However, it seems likely that the impact of any changes in climate would be manifested in the form of the same hazards currently addressed within this Plan, even though frequency, probability and severity of those hazards might change.

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Table 2.1 – Hazards Terminology Differences

Hazards Identified in Georgia Hazard Mitigation Strategy Plan (2019-2024)	Equivalent/Associated Hazards identified in the current Lumpkin County Plan	Difference
Tornadoes	Tornados	Grammatical only.
Wind	Severe Thunderstorms	HMPC views as an associated hazard.
Severe Weather	Severe Thunderstorms	Difference in terminology.
Hailstorm	Severe Thunderstorms	HMPC views as an associated hazard.
Lightning	Severe Thunderstorms	HMPC views as an associated hazard.
Tropical Cyclonic Events	Severe Thunderstorms Flooding	Due to the County's inland location, not directly viewed as a threat. Tropical weather has limited effects within the County and is generally considered in terms of Severe Thunderstorms and Flooding, associated hazards.
Inland Flooding	Flooding	Difference in terminology.
Earthquake	Earthquake	None
Severe Winter Storms	Winter Storms	Difference in terminology.
Wildfire	Wildfire	None
Drought	Drought	None

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Table 2.2 – Vulnerability Assessment Survey Results - Natural Hazards
(see Keys A, B, and C below)

Hazard	Lumpkin County	City of Dahlonega
Severe Thunderstorm (incl. Hail/Lightning) - Severity	H	H
Severe Thunderstorm (incl. Hail/Lightning) – Frequency	H	H
Severe Thunderstorm (incl. Hail/Lightning) - Probability	H	H
Tornado – Severity	H	H
Tornado – Frequency	H	H
Tornado – Probability	H	H
Flooding – Severity	H	H
Flooding – Frequency	H	H
Flooding – Probability	H	H
Winter Storm – Severity	H	H
Winter Storm – Frequency	H	H
Winter Storm – Probability	H	H
Drought – Severity	M	L
Drought – Frequency	M	L
Drought – Probability	M	L
Wildfire – Severity	M	L
Wildfire – Frequency	M	L
Wildfire – Probability	M	L
Earthquake – Severity	H	H
Earthquake – Frequency	M	M
Earthquake – Probability	H	H
Landslide – Severity	M	M
Landslide – Frequency	L	L
Landslide - Probability	M	M

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Key A for Table 2.2 – Vulnerability Assessment Severity Definitions

Code	Definitions
L	Low Severity Average hazard event would typically result in relatively low damage. For example, a hazard that significantly affects less than 5% of the jurisdiction typically with no serious injuries. All data is compiled from the most recent vulnerability assessment survey responses.
M	Medium Severity Average hazard event would typically result in moderate damage. For example, a hazard that significantly affects up to 15% of the jurisdiction or results in multiple injuries. All data is compiled from the most recent vulnerability assessment survey responses.
H	High Severity Average hazard event would typically result in significant damage. For example, a hazard that significantly affects 25% of the jurisdiction or results in multiple injuries and/or deaths. All data is compiled from the most recent vulnerability assessment survey responses.

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Key B for Table 2.2 – Vulnerability Assessment Frequency Definitions

Code	Definitions
L	Low Frequency The hazard has not occurred or has rarely occurred within the past five years. All data is compiled from the most recent vulnerability assessment survey responses and hazards history data.
M	Medium Frequency The hazard has occurred one or more times within the past five years. All data is compiled from the most recent vulnerability assessment survey responses and hazards history data.
H	High Frequency The hazard has occurred multiple times within the past five years, and at least once within the past year. All data is compiled from the most recent vulnerability assessment survey responses and hazards history data.

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Key C for Table 2.2 – Vulnerability Assessment Probability Definitions

Code	Definitions
L	Low Probability The probability for the hazard to occur at least one time within the next five years is estimated to be between 1% and 30%. All data is compiled from the most recent vulnerability assessment survey responses.
M	Medium Probability The probability for the hazard to occur at least one time within the next five years is estimated to be between 31% and 70%. All data is compiled from the most recent vulnerability assessment survey responses.
H	High Probability The probability for the hazard to occur at least one time within the next five years is estimated to be between 71% and 100%. All data is compiled from the most recent vulnerability assessment survey responses.

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2.1 Tornados



A. Hazard Identification – A tornado is a dark, funnel-shaped cloud containing violently rotating air that develops below a heavy cumulonimbus cloud mass and extends toward the earth. The funnel twists about, rises and falls, and where it reaches the earth causes great destruction. The diameter of a tornado varies from a few feet to a mile; the rotating winds attain velocities of 200 to 300 mph, and the updraft at the center may reach 200 mph. A tornado is usually accompanied by thunder, lightning, heavy rain, and a loud "freight train" noise. In comparison with a hurricane, a tornado covers a much smaller area but can be just as violent and destructive. The atmospheric conditions required for the formation of a tornado include great thermal instability, high humidity, and the convergence of warm, moist air at low levels with cooler, drier air aloft. A tornado travels in a generally northeasterly direction with a speed of 20 to 40 mph. The length of a tornado's path along the ground varies from less than one mile to several hundred.

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The Fujita Scale was the standard scale in the United States for rating the severity of a tornado as measured by the damage it causes from 1971 to 2007 (see table below).

The Fujita Scale of Tornado Intensity

F-Scale Number	Intensity Phrase	Wind Speed	Type of Damage Done
F0	Gale tornado	40-72 mph	Some damage to chimneys; breaks branches off trees; pushes over shallow-rooted trees; damages sign boards.
F1	Moderate tornado	73-112 mph	The lower limit is the beginning of hurricane wind speed; peels surface off roofs; mobile homes pushed off foundations or overturned; moving autos pushed off the roads; attached garages may be destroyed.
F2	Significant tornado	113-157 mph	Considerable damage. Roofs torn off frame houses; mobile homes demolished; boxcars pushed over; large trees snapped or uprooted; light object missiles generated.
F3	Severe tornado	158-206 mph	Roof and some walls torn off well constructed houses; trains overturned; most trees in forest uprooted
F4	Devastating tornado	207-260 mph	Well-constructed houses leveled; structures with weak foundations blown off some distance; cars thrown and large missiles generated.
F5	Incredible tornado	261-318 mph	Strong frame houses lifted off foundations and carried considerable distances to disintegrate; automobile sized missiles fly through the air in excess of 100 meters; trees debarked; steel reinforced concrete structures badly damaged.

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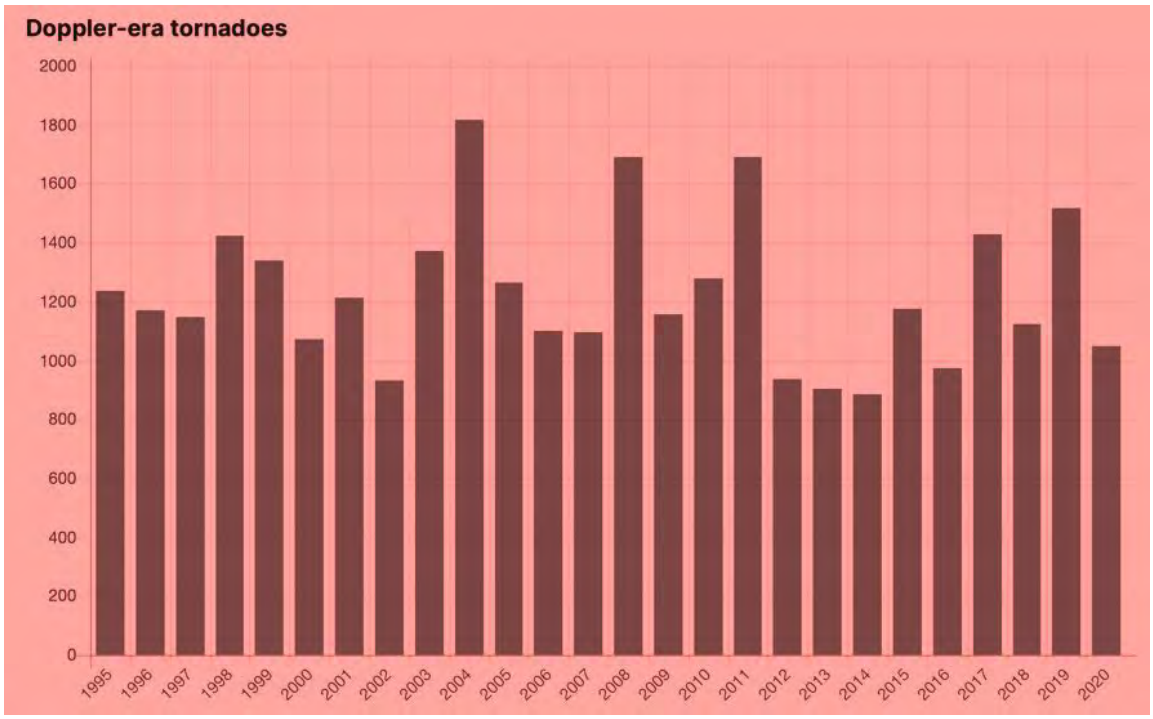
The Enhanced Fujita (EF) Scale for Tornado Damage is an update to the original Fujita Scale by a team of meteorologists and wind engineers that was implemented in the United States in 2007. The EF Scale is still a set of wind estimates (not measurements) based on damage. It uses three-second gusts estimated at the point of damage based on a judgment of 8 levels of damage to 28 indicators. These estimates vary with height and exposure. The three-second gust is not the same wind as in standard surface observations. Standard measurements are taken by weather stations in open exposures, using a directly measured, "one-minute mile" speed.

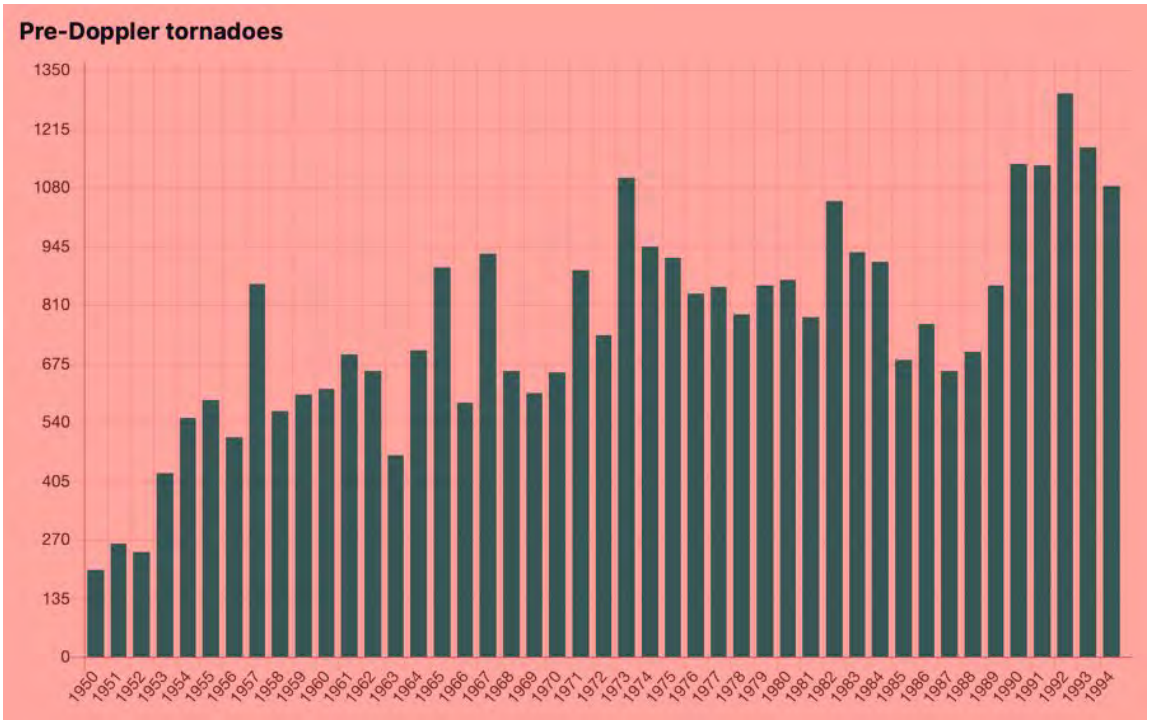


Source: Fema

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The adoption of Doppler radar, along with other technical advancements and increased storm observation, has led to the ability to detect weaker and/or short-lived tornados that would often have gone unreported. The 1995-2019 U.S. average was 1,239 tornadoes per year. The 1955-1994 average was much lower at 813 tornadoes per year. Source: ustornadoes.com



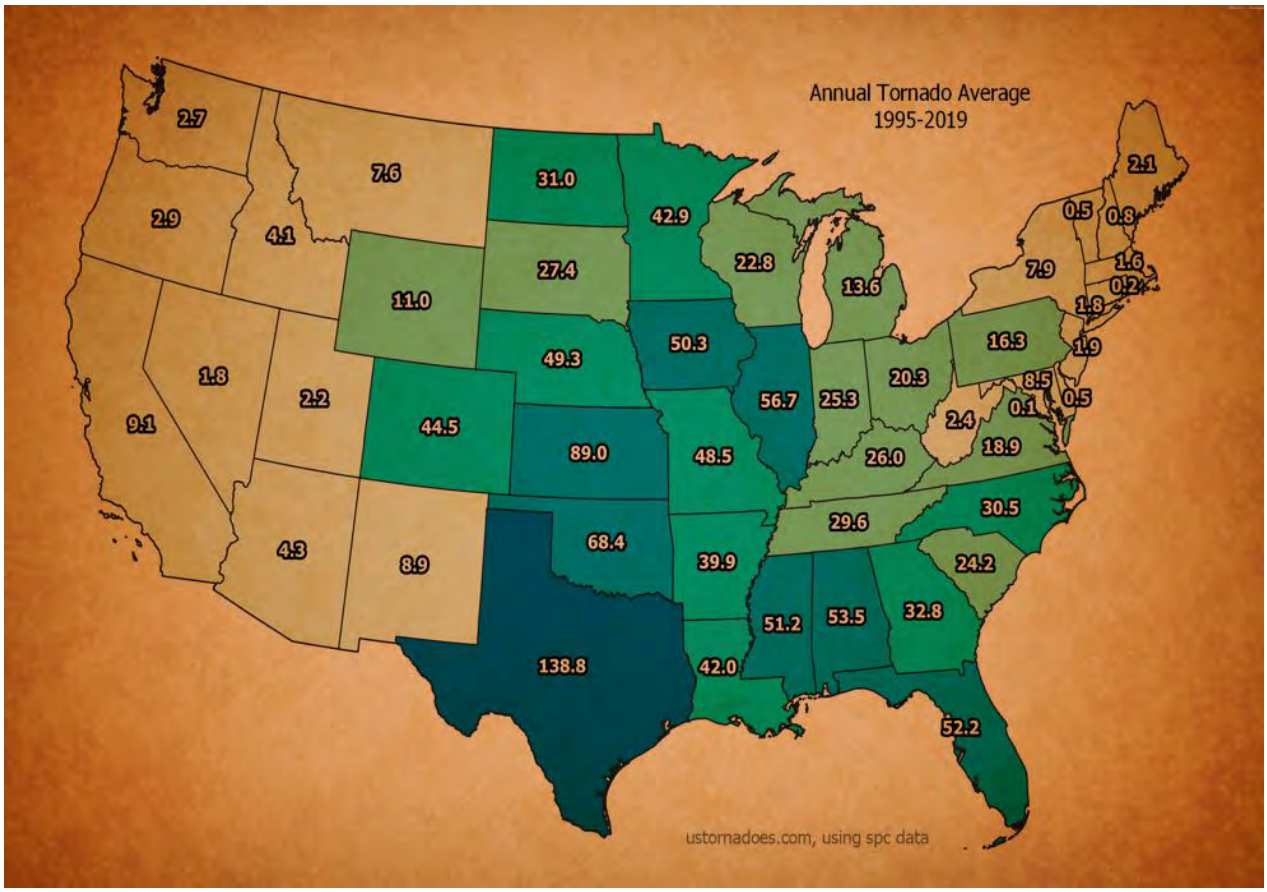


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B. Hazard Profile – All areas within Lumpkin County are vulnerable to the threat of a tornado. There is simply no method to determine exactly when or where a tornado will occur. The Lumpkin County Hazard Mitigation Planning Committee (HMPC) reviewed historical data from the Georgia Tornado Database, the National Climatic Data Center, the National Weather Service and various other resources in researching the past effects of tornados within the County. With most of the County's recorded tornado events, only basic information was available. However, many dozens of tornado watches have been recorded during this period, and certainly some tornados go undetected or unreported. Therefore, any conclusions reached based upon available information on tornados within Lumpkin County should be treated as the minimal possible threat. Lumpkin County is located in both a state and a region known for high tornado activity.

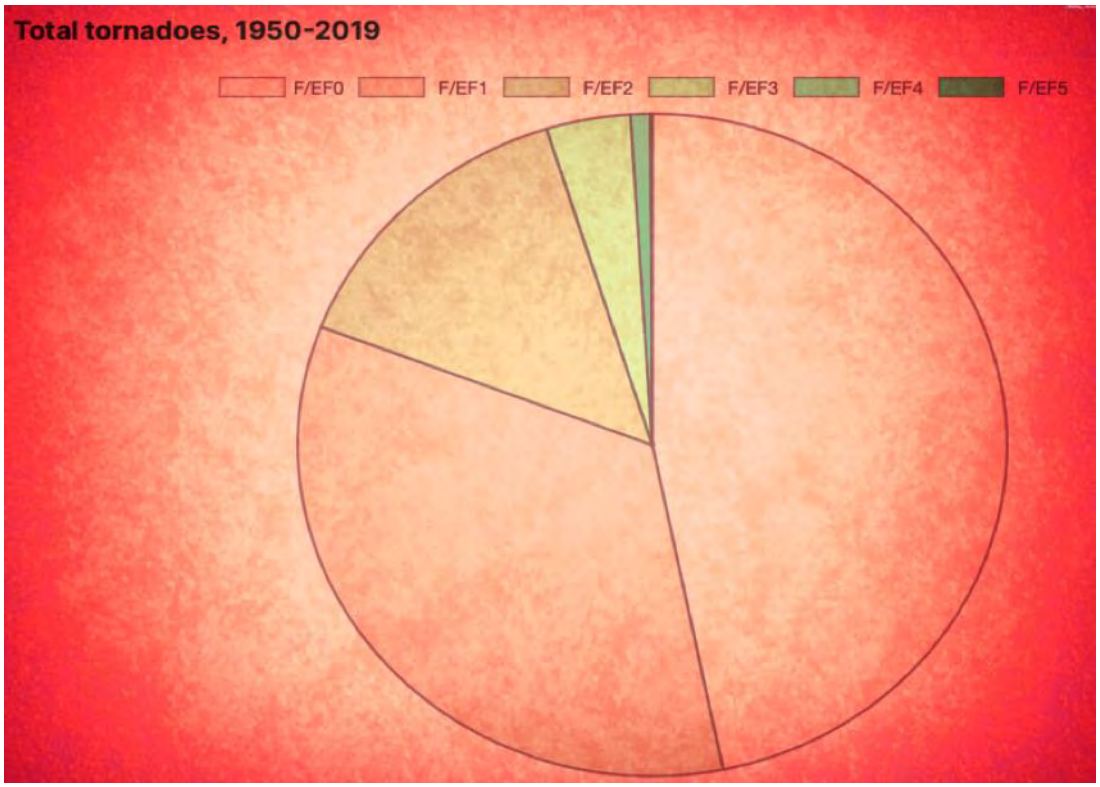
National overview:

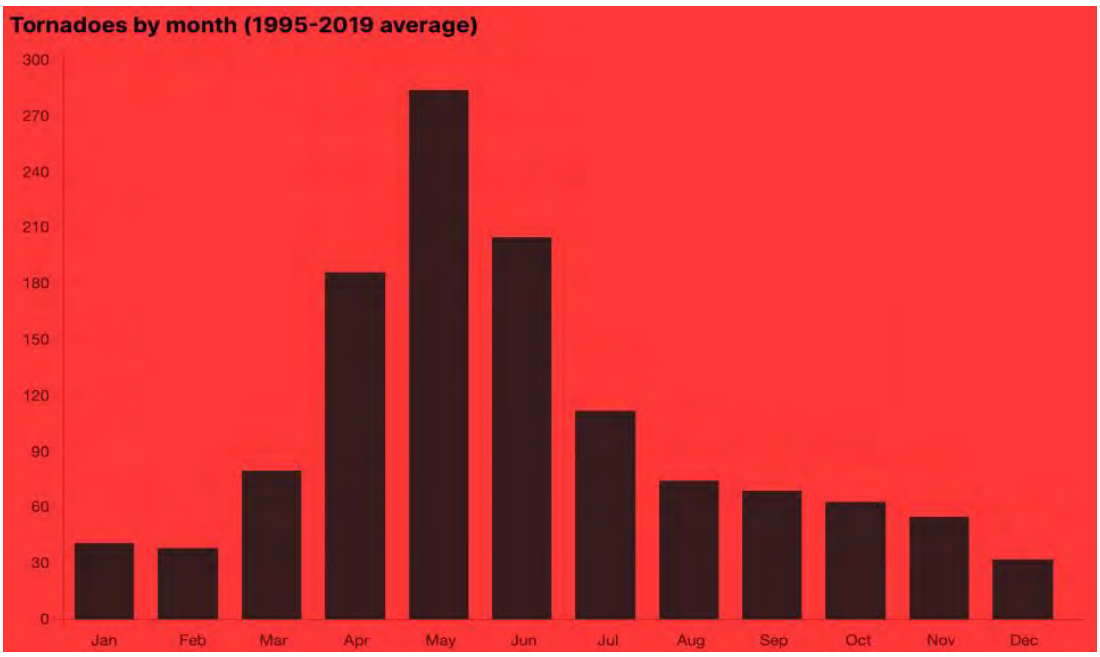
The following map demonstrates the average number of tornados each year by state for the period 1995-2019.



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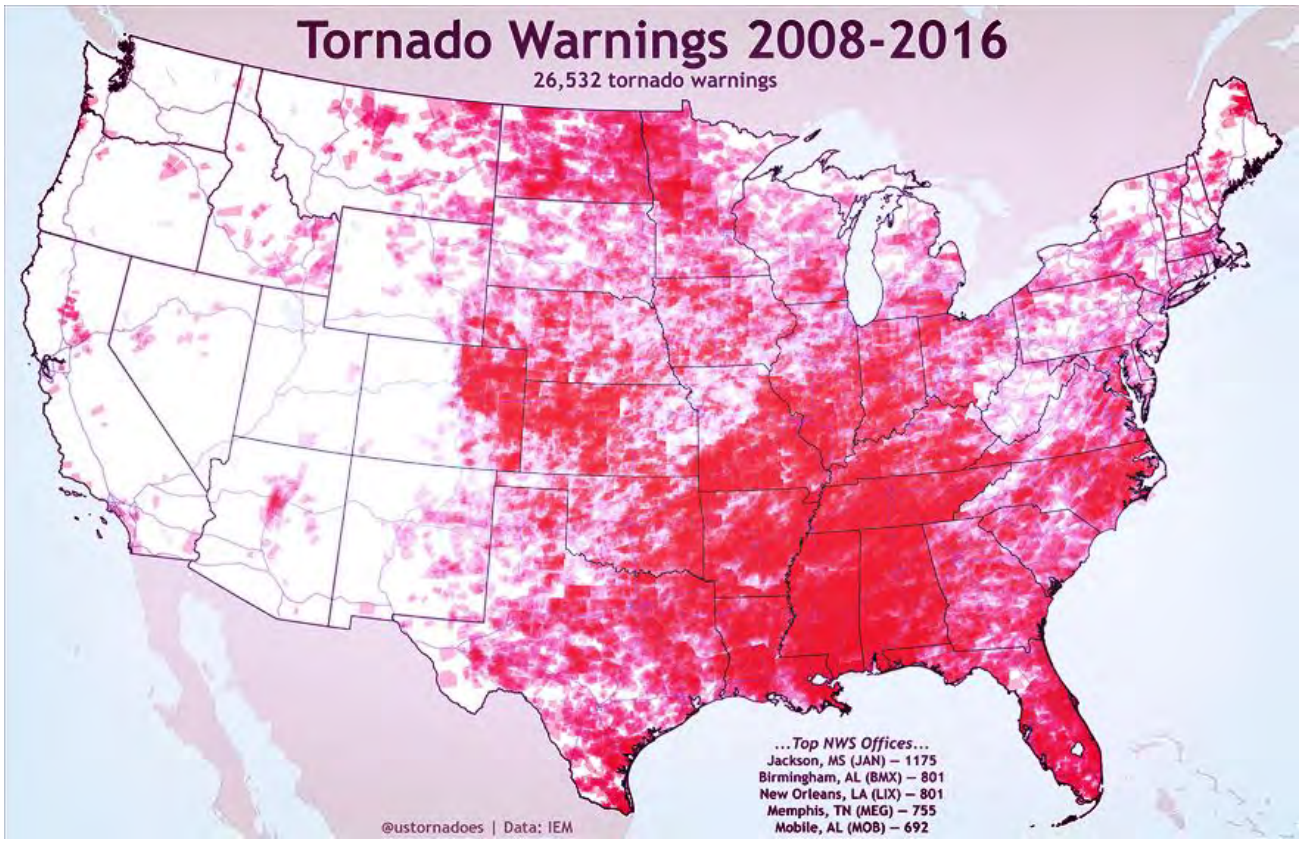
The first chart below, which includes data from 1950-2019, shows weak F/EF0 and F/EF1 tornadoes have comprised about 80 percent of all tornados. F/EF2 make up about 14%, F/EF3 roughly 4%, F/EF4 nearly 1%, and F/EF5 a mere 0.1%. Yet 63% of all fatalities have been caused by that one percent of F/EF4 and F/EF5 events. The second chart below demonstrates average tornados by month. Source: ustornadoes.com



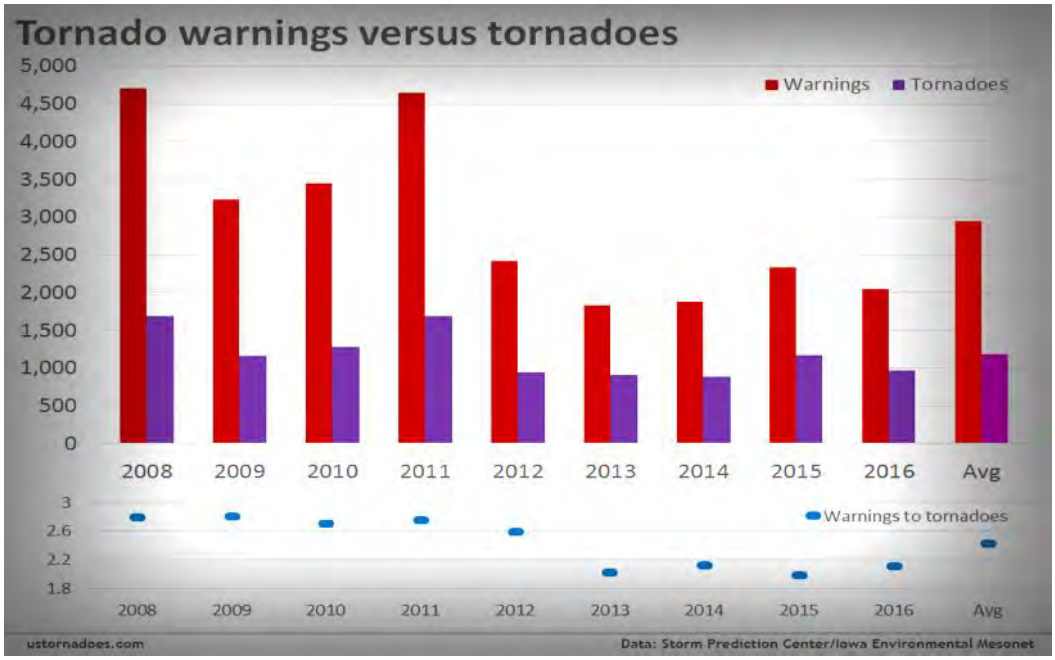


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The following shapefile map, based off of National Weather Service data, demonstrates tornado warnings issued from 2008-2016 by state.



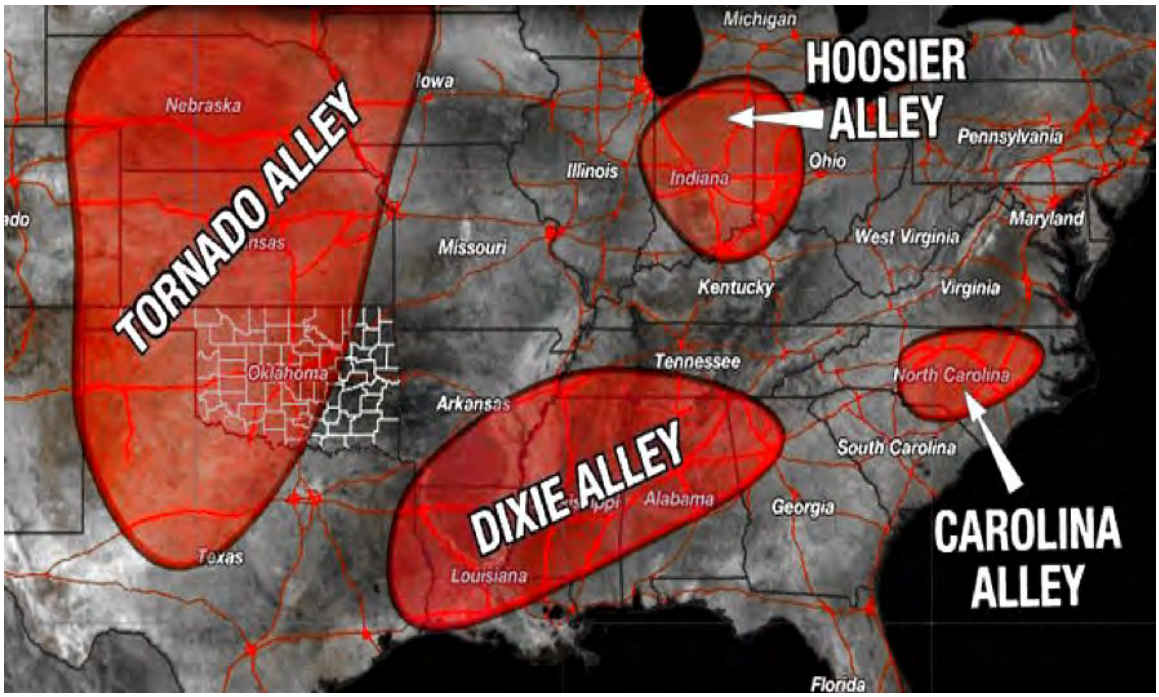
However, as shown in the chart below, tornado warnings don't always result in tornados.



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Regional overview:

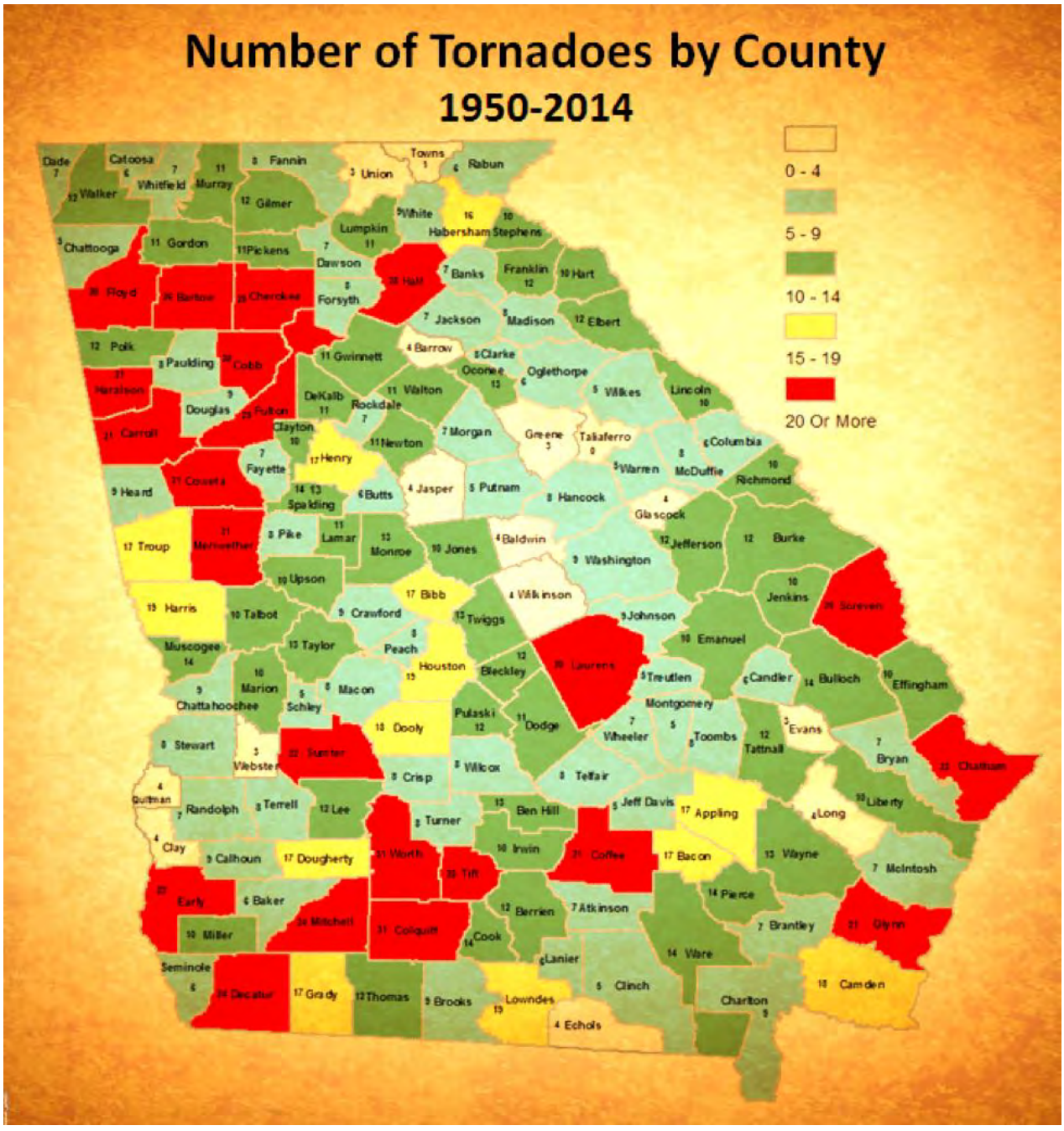
Dixie Alley is the nickname given to the areas of the southern United States with a particularly high frequency of strong, long-track and violent tornadoes. The Dixie Alley region includes areas of the lower Mississippi Valley, and spans from eastern Texas and Arkansas across Louisiana, Mississippi, Tennessee, Alabama, Georgia, and to upstate South Carolina and western North Carolina. The term Dixie Alley was first used in 1971 by Allen Pearson, a director of the Storm Prediction Center after witnessing a violent and deadly tornado outbreak on February 21, 1971. Although tornadoes are less frequent than in the more well-known Tornado Alley, Dixie Alley experiences more deaths because of relatively higher numbers of strong long tracked tornadoes and higher population density of this region. New research indicates that Dixie Alley is essentially an extension of Tornado Alley. Tornadoes in this area are long-tracked and deadly and often occur during the night and early morning. Tornadoes in the Dixie Alley are often partially or fully wrapped in rain making it hard for storm spotters and chasers, law enforcement, and the public to spot. They often occur in early spring and late autumn, but can continue throughout the winter and into late spring. Some notable tornado outbreaks in the region includes: Great Natchez Tornado, the 1884 Enigma tornado outbreak, the April 1924 tornado outbreak, the 1932 Deep South tornado outbreak, the 1936 Tupelo-Gainesville tornado outbreak, the April 1957 Southeastern tornado outbreak, the 1984 Carolinas tornado outbreak, and the November 1992 tornado outbreak. See the map below of Dixie Alley.



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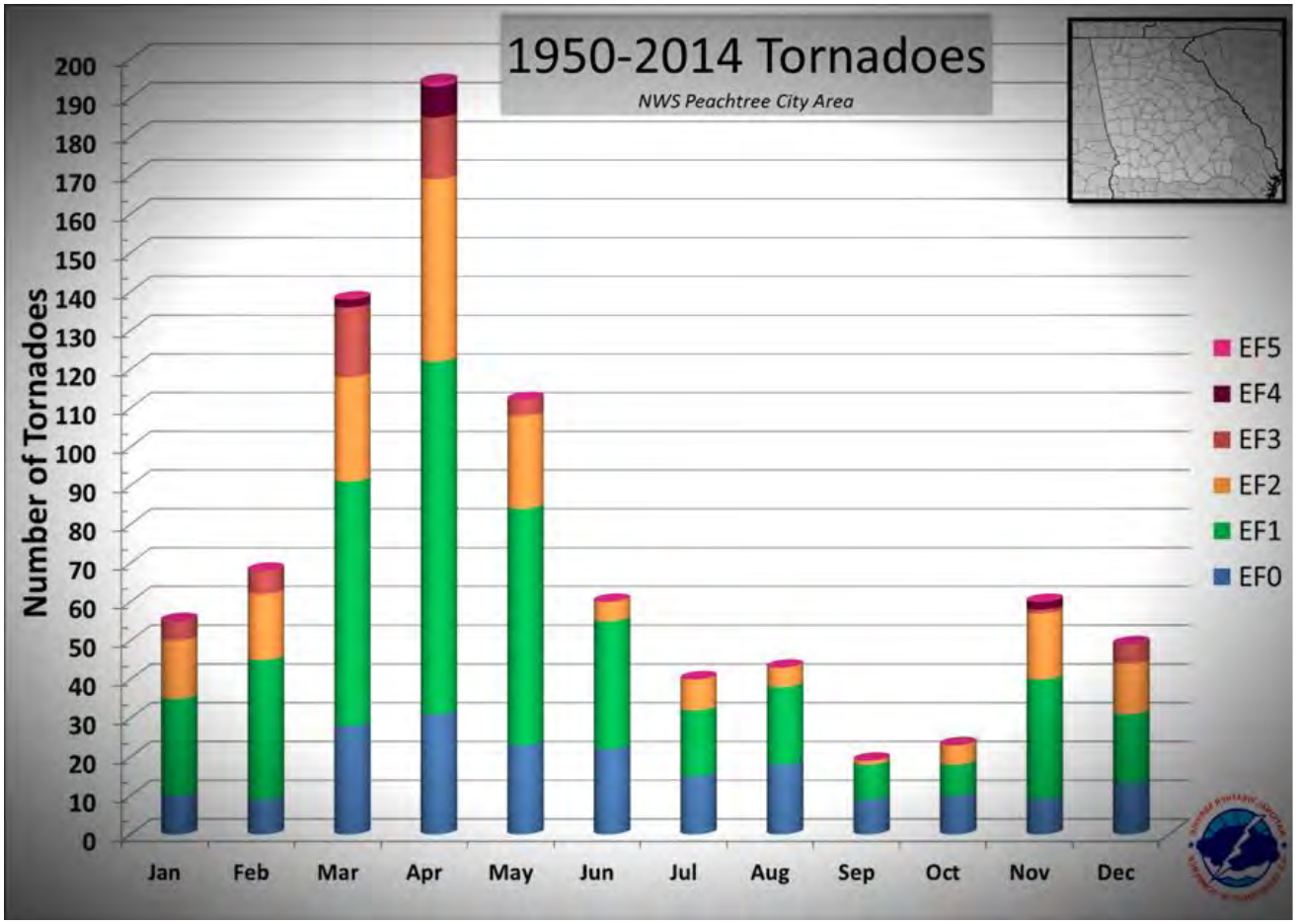
State overview:

The state of Georgia is also known for its relatively high historical level of tornado activity. The most recent version of this National Weather Service map below covers the period from 1950-2014. It demonstrates historic tornado activity of the County in relationship to surrounding counties, and the entire state. The map shows 11 Lumpkin County tornados on record from the specific time period, however, a total of twelve tornados have actually been recorded over the past fifty years (1971-2020).



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Tornados are considered to be the most unpredictable and destructive of weather events in Georgia, even though they are not the most frequently occurring natural hazard within Lumpkin County. Tornado season in Georgia is ordinarily said to run from March through August, with the peak activity being in April. However, tornados can strike at any time of the year when certain atmospheric conditions are met, including during the coldest months of the year. See the National Weather Service graph below, which covers the NWS Peachtree City County Warning Area (CWA).



In the Peachtree City County Warning Area (CWA), which includes Lumpkin County, the average number of tornado days per year is six, according to the National Weather Service. While tornadoes have been reported in all months of the year, most occur in the months of March, April, and May. During this "tornado season" the most likely time of occurrence is from mid-afternoon through early evening. Tornado intensities of F2 or greater are involved in 37% of the events when the data is broken down into a county-by-county basis. These strong tornados are more likely to occur during the month of April than in any other month.

Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

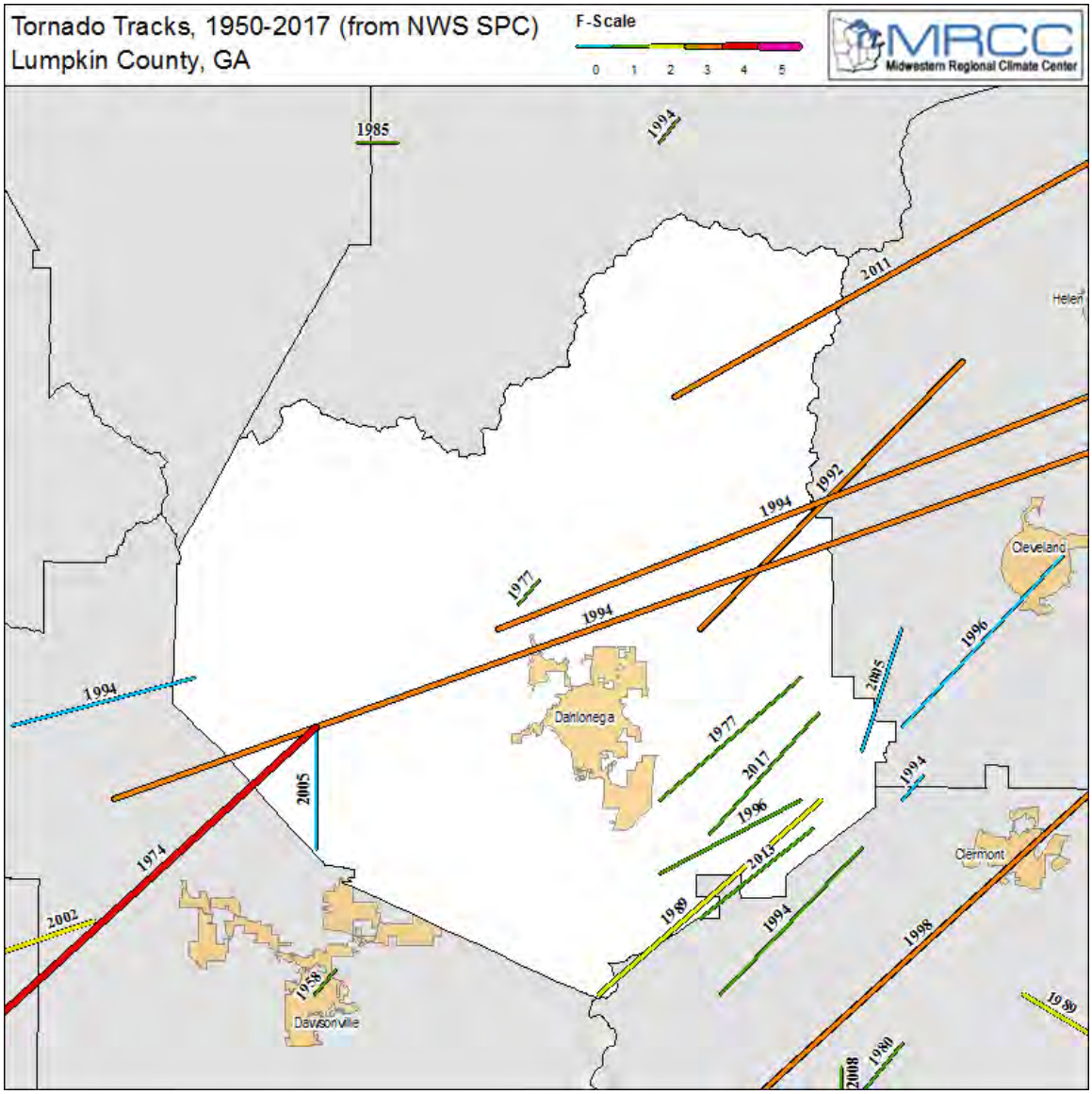
Local overview:

A total of 12 tornados have been recorded to have occurred in Lumpkin County over the past fifty years (1971-2020). See the following chart which shows all 12 recorded tornados.

Lumpkin County - Recorded tornados 1965 to present		
Date	Time	Intensity
4/3/1974	7:00pm	F4
4/4/1977	7:00pm	F1
9/7/1977	2:30pm	F1
11/22/1992	12:10pm	F3
3/27/1994	2:17pm	F3
3/27/1994	3:23pm	F3
11/7/1996	11:50pm	F1
8/29/2005	5:45pm	F0
4/27/2011	9:30pm	EF2
4/11/2013	8:23pm	EF1
4/11/2013	8:25pm	EF1
4/3/2017	11:17am	EF1

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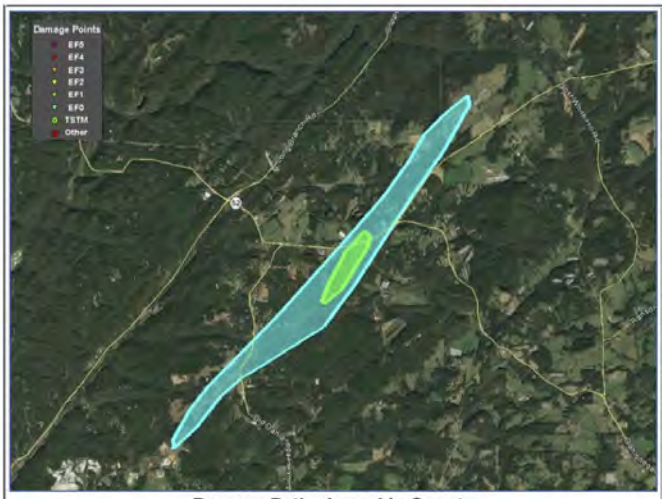
There are 12 recorded tornado events in Lumpkin County for the 50-year period from 1971 to 2020. The following Midwestern Regional Climate Center (MRCC) map shows the estimated paths and intensities of these same 12 recorded tornados in Lumpkin County even though the actual map considers events from 1950 to 2017. Source: MRCC



Additional information on specific tornados within Lumpkin County begins on the following page.

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A brief tornado developed along a line of thunderstorms shortly after noon on April 3, 2017, just east of Highway 19 and Georgia 400 North. EF-0 damage in the form of numerous uprooted trees were found along the majority of Red Oak Flats Road. Shortly thereafter, the tornado strengthened to an EF-1 along a ridgetop northeast of Red Oak Flats Road where significant damage to barns and sheds was found. In addition, damage to a home was found on Dunagan Drive along with numerous large trees uprooted in a local pasture behind the road. The tornado continued along Cleveland Highway for several miles but weakened to an EF-0 at which point it caused damage to numerous trees and the collapse of a large local chicken coop on Francis Smith Road. The tornado lifted quickly after moving east of Francis Smith Road.



Damage Path - Lumpkin County

County	Rating	# of Injuries	KML
Lumpkin	EF-1	0	

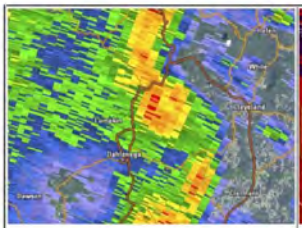
Rating:	EF-1
Peak Wind:	100
Path Length:	4.6 miles
Path Width:	350 yards
Fatalities:	0
Injuries:	0
Start Date:	Apr. 3, 2017
Start Time:	12:18 PM EDT
Start Lat/Lon:	34.4858 / -83.9252
End Date:	Apr. 3, 2017
End Time:	12:26 PM EDT
End Lat/Lon:	34.5356 / -83.8714



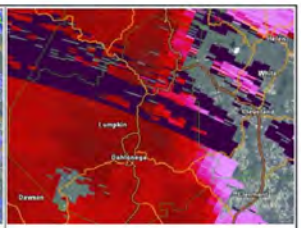
This barn on Dunagan Road suffered significant roof damage.



Numerous trees were uprooted by the tornado in this pasture.



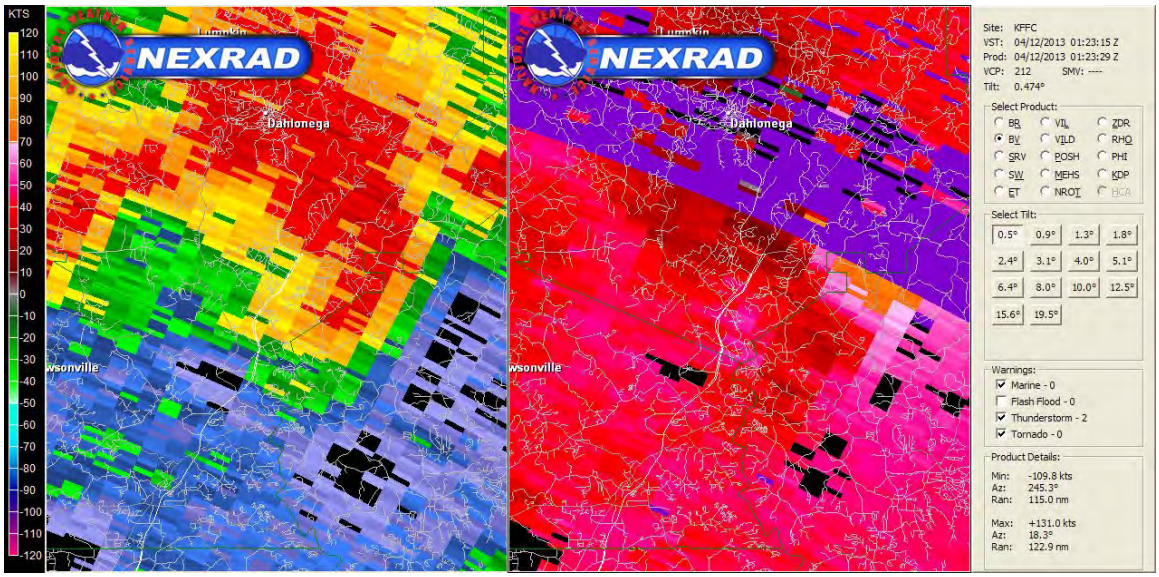
Reflectivity (12:23 PM EDT)



Velocity (12:24 PM EDT)

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An EF-1 tornado occurred on April 11, 2013 in Lumpkin County. It tracked across the southeastern portion of Lumpkin and far northwestern Hall County just before 9:30pm damaging numerous homes. The radar images below show the strong storm bowing out on the left side of the image and very strong 85-95 MPH winds about 7,000 ft above the ground on the right, associated with the tornado.



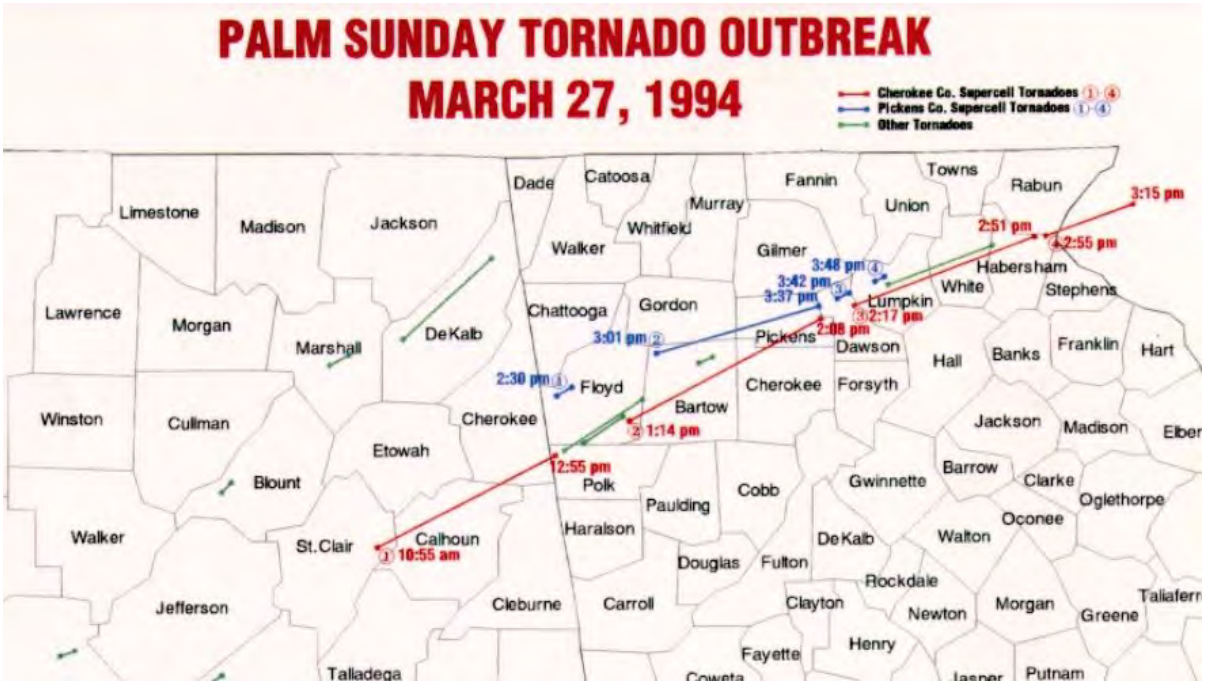
<u>Lumpkin-Hall County Tornado</u>
Rating: EF-1
Max wind speed: 105 MPH
Path length: 4.1 miles
Path width: 250 yards
Injuries: 0
Deaths: 0
Start time: 9:23 PM EDT (April 11, 2013)
End time: 9:29 PM EDT (April 11, 2013)
Begin point: 34.4515N / 83.9300W (6.3 miles southeast of Dahlonega)
End point: 34.4879N / 83.8744W (2.5 miles southeast of Garland)

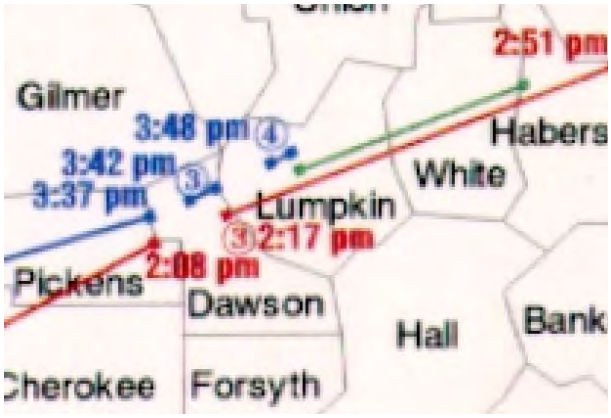
Damage started in Lumpkin County along Gold Ridge Road where numerous trees were snapped or uprooted. One small outbuilding had its roof blown off and two homes sustained minor roof damage. The tornado tracked northeast crossing Evergreen Court where trees were snapped and uprooted. The tornado reached maximum intensity shortly after and along Bridgestone Way where it paralleled the road. Numerous hardwood and softwood trees were snapped and uprooted. Some of the trees fell onto homes. Twelve homes were damaged on Bridgestone Way with two of them destroyed by trees. The tornado tracked northeast into Hall county where it crossed Old Whelchel Road snapping a few trees and downing power lines. Two homes sustained very minor roof damage. The tornado continued northeast crossing back into Lumpkin County crossing Old Dahlonega Highway, damaging a few trees. Falling trees along Mount Olive Church Road damaged two mobile homes, and several power lines were downed. The tornado eventually

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weakened and lifted just before crossing Claude Perks Road and Starwood Drive. In all, 41 homes were affected, two of which were destroyed, three of which sustained major damage and three of which sustained minor damage.

Almost 20 years earlier on March 27, 1994, a much more severe tornado outbreak occurred known as the Palm Sunday Tornado Outbreak, which caused five fatalities, 40 reported injuries, and damaged 59 and destroyed 32 residences.





A long-tracked tornado touched down about 7 miles north-northwest of Dawsonville at 2:17 p.m. EST. Phil Castleberry, General Manager of WDGR-AM in Dahlonega (this radio station is no longer in business today) said they aired the first EBS warning at 2:30 p.m. and the second at 2:44 p.m. Their EBS transmissions came from WFOX-FM in Atlanta. The local radio station lacked a back-up generator and was off the air for an hour or two after power was knocked out after 2:50 p.m. EST. The tornado initially downed power

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lines and trees as it produced F0 damage in rural locations, but grew in size and intensity as it entered Lumpkin County. Widening to 0.25 miles wide, the tornado caused widespread F2 damage to hilly terrain as it snapped 60-to-80-foot tall pine trees. Upon reaching an area near Gordon Seabolt Road, about 2.5 miles west-northwest of Dahlonega, an elderly man was killed by flying debris. Soon the tornado passed just 1.5 miles north of Dahlonega and later killed another elderly man in a mobile home 4 miles northeast of Dahlonega. In this area, the tornado destroyed many "brick and wood" homes. Thereafter, the tornado crossed out of Lumpkin County and moved along the northwest slope of Yonah Mountain in White County and then attained its peak intensity of F3 as it broadened to 1.25 miles wide and caused more severe damage and death. Along its path, the tornado caused over $17 million in property damage, killed more than 500,000 chickens, and snapped "hundreds of thousands" of trees. Overall the tornado killed three people, two of whom were located within Lumpkin County.

The second of two F3 tornadoes to hit near Dahlonega that day touched down 3.5 miles northwest of that City at 3:23 p.m. EST. Only a minute later, it intensified to F2 intensity and instantly killed two people in a mobile home that disintegrated. The tornado continued to intensify to F3 intensity as it caused a third and final death in a mobile home while snapping many large pines in rural areas north and northeast of Dahlonega. Then it fluctuated in intensity to F1 strength before passing out of Lumpkin County and north of Cleveland, causing additional significant damages. Overall the tornado killed three people, all located within Lumpkin County.

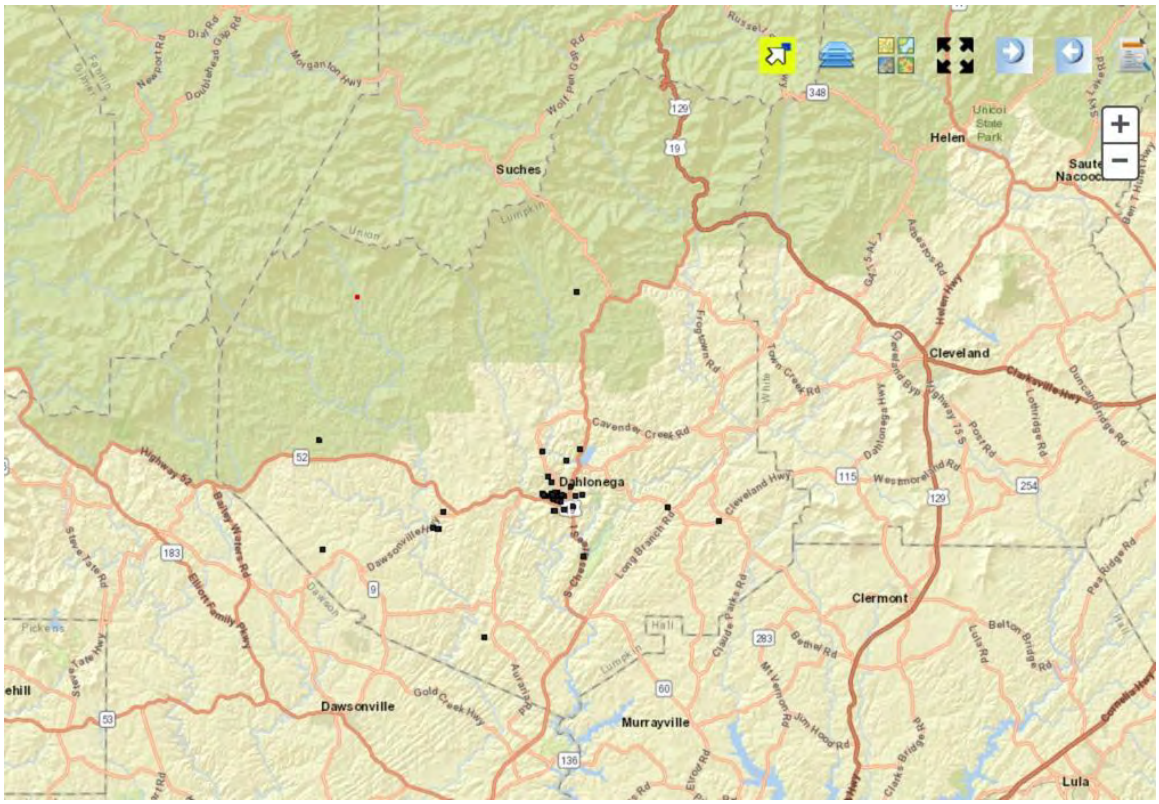
(National Climatic Data Center) NCDC and other records show that twelve tornados occurred within the County over the past fifty years, which equates to a 24% annual frequency of reported events. However, four of the tornados have occurred within the past ten years, which equates to a 40% annual frequency of reported events. It would appear that tornado activity has increased significantly over time within the County. This may be the case or it may simply be that record keeping and technology have improved significantly over the course of time, reflecting the higher numbers. It may also be a combination of these two factors. The following chart provides annual frequency of reported events over the past five, ten, twenty, and fifty-year periods. The most recent five-year period, covering the span of time since the last update to this Plan, is highlighted in gold.

Lumpkin County – Tornado Frequency
(based on Reported Events)

Time Period	5yrs (2016-2020)	10yrs (2011-2020)	20yrs (2001-2020)	50yrs (1971-2020)
Number of Reported Events	1	4	5	12
Frequency Average per Year	0.20	0.40	0.25	0.24
Frequency Percent per Year	20%	40%	25%	24%

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C. Assets Exposed to Hazard - Tornados are unpredictable and are indiscriminate as to when or where they strike. All public and private property including critical facilities are susceptible to tornados since this hazard is not spatially defined. The GEMA map below identifies critical facilities located within the hazard area, which in the case of tornados includes all areas within the County and City.

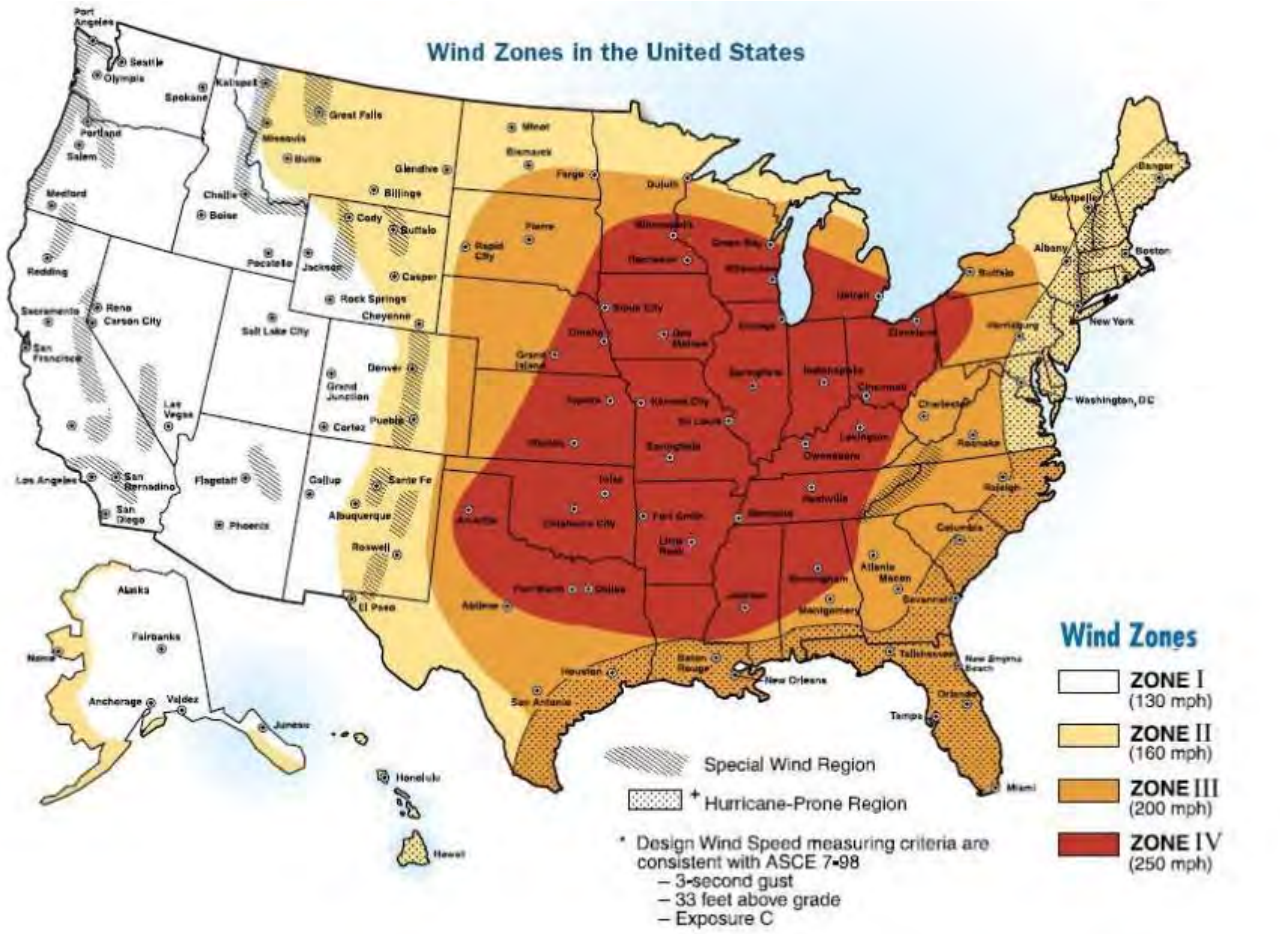


D. Estimate of Potential Losses – For loss estimate information, please refer to the Critical Facilities Database (Appendix A).

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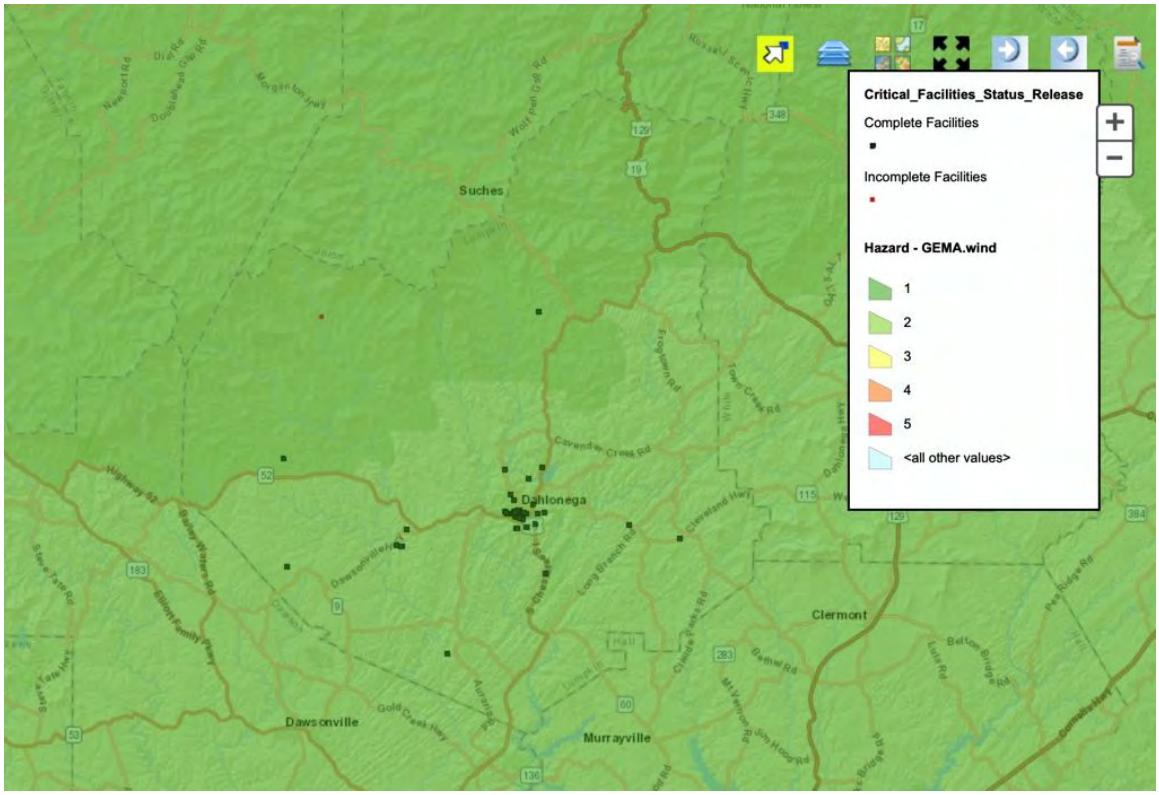
E. Multi-Jurisdictional Concerns - Lumpkin County and the City of Dahlonega have a design wind speed of 200 mph as determined by the American Society of Civil Engineers (ASCE). Since no part of the County is immune from tornados, any mitigation steps taken related to tornados will be undertaken on a countywide basis, including the City of Dahlonega. See the following ASCE design wind speed map, and GMIS wind hazard map.

ASCE Design Wind Speed Map:



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GMIS wind hazard map:



F. Hazard Summary – Based on its history, Lumpkin County has a high exposure to potential damage from tornados. Should a tornado strike residential areas or critical facilities, significant damage and loss of life could occur. Due to the destructive power of tornados it is essential that the mitigation measures identified in this plan receive full consideration. Specific mitigation recommendations related to tornados are identified in *Chapter 5*.

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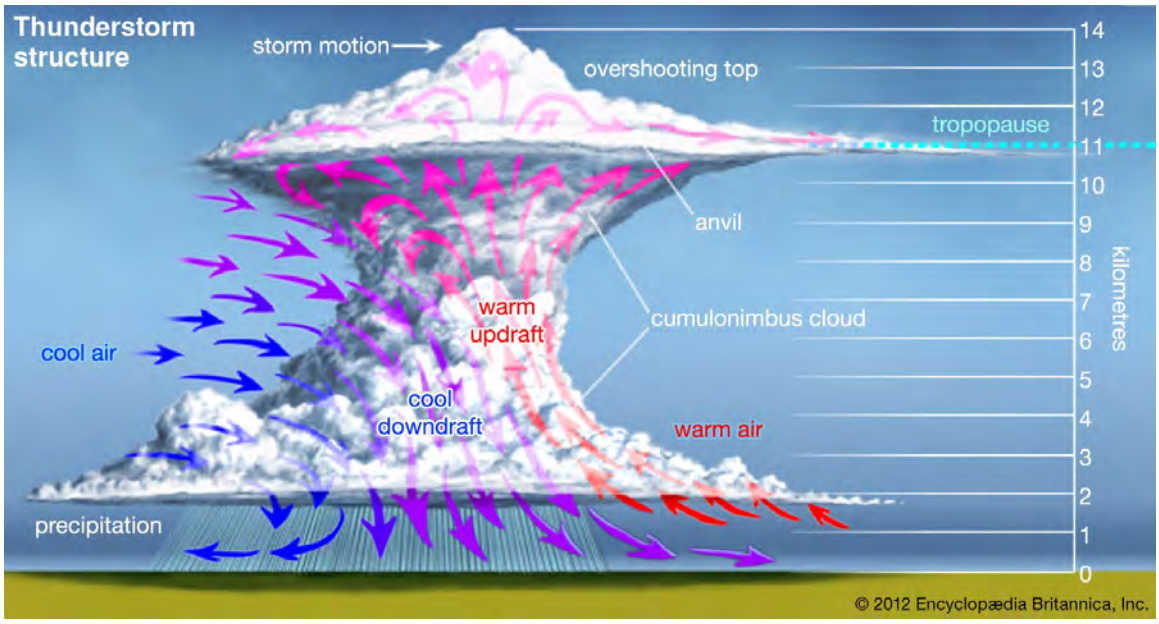
2.2 Severe Thunderstorms (including Hail & Lightning)



A. Hazard Identification – A Severe Thunderstorm is defined as a thunderstorm producing wind at or above 58 mph and/or hail ¾ of an inch in diameter or larger. This threshold is met by approximately 10% of all thunderstorms. These storms can strike any time of year, but similar to tornados, are most frequent in the spring and summer months. They are nature's way of providing badly needed rainfall, dispersing excessive atmospheric heat buildup and cleansing the air of harmful pollutants. Not only can severe thunderstorms produce injury and damage from violent straight-line winds, hail, and lightning, but these storms can produce tornados very rapidly and without warning. Note: For the purposes of this Plan, severe thunderstorms that result from tropical storms and hurricanes are included in this section.

Thunderstorms are violent short-lived weather disturbances that are almost always associated with lightning, thunder, dense clouds, heavy rain or hail, and strong gusty winds. Thunderstorms arise when layers of warm, moist air rise in a large, swift updraft to cooler regions of the atmosphere. There the moisture contained in the updraft condenses to form towering cumulonimbus clouds and eventually precipitation. Columns of cooled air then sink earthward, striking the ground with strong downdrafts and horizontal winds. At the same time, electrical charges accumulate on cloud particles (water droplets and ice). Lightning discharges occur when the accumulated electric charge becomes sufficiently large. Lightning heats the air it passes through so intensely and quickly that shock waves are produced; these shock waves are heard as claps and rolls of thunder. On occasion, severe thunderstorms are accompanied by swirling vortices of air that become concentrated and powerful enough to form tornadoes. See structure of a thunderstorm in the following diagram. Source: Encyclopedia Britannica

Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

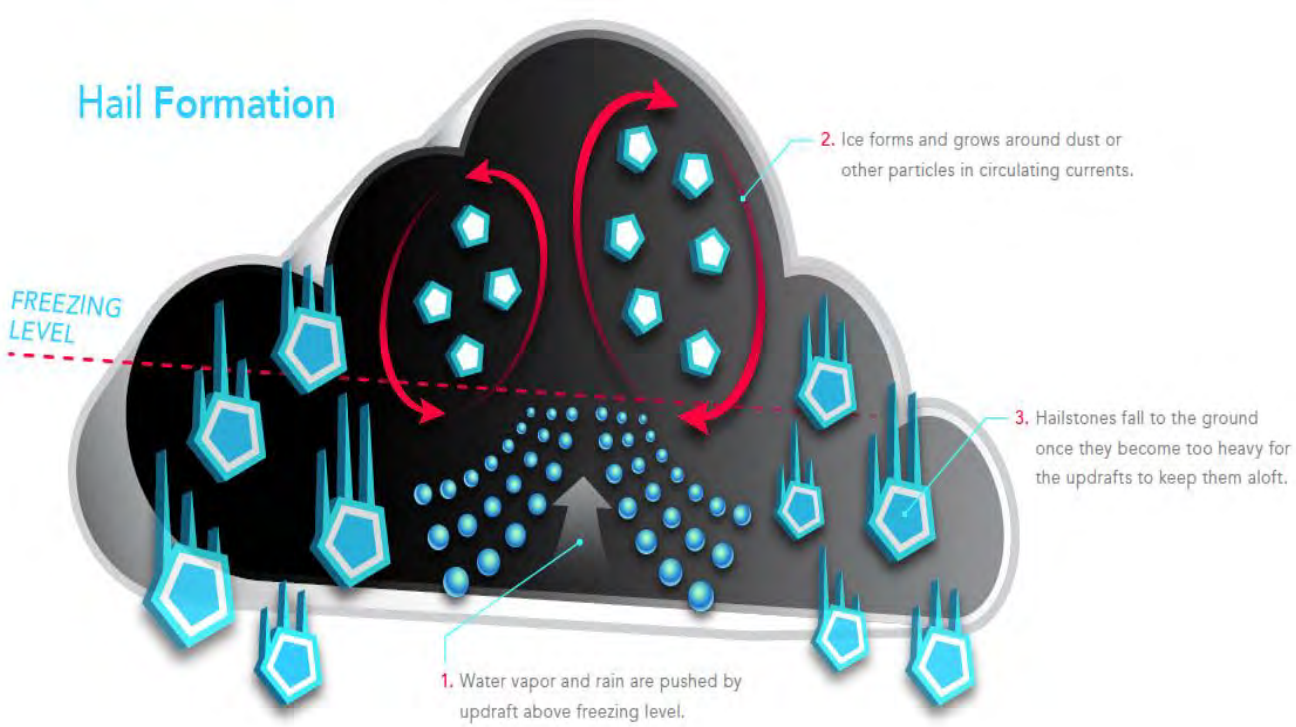


The most damaging phenomena associated with thunderstorms, excluding tornado activity, are thunderstorm winds. These winds are generally short in duration involving straight-line winds and/or gusts in excess of 50 mph. However, these winds can gust to more than 100 miles an hour, overturning trailers, unroofing homes, and toppling trees and power lines. Such winds tend to affect areas of the County with significant tree stands, as well as areas with exposed property, infrastructure, and above-ground utilities. Resulting damage often includes power outages, transportation and economic disruptions, and significant property damage. Severe thunderstorms can ultimately leave a population with injuries and loss of life. Thunderstorms produce two types of wind. Tornados are characterized by rotational winds. The other more predominant winds from a thunderstorm, downbursts, are small areas of rapidly descending air beneath a thunderstorm that strike the ground producing isolated areas of significant damage. Every thunderstorm produces a downburst. The typical downburst consists of only a 25 mph gusty breeze, accompanied by a temperature drop of as much as 20 degrees within a few minutes. However, severe downburst winds can reach from 58 to 100 mph, or more, significantly increasing the potential for damage to structures. Downbursts develop quickly with little or no advance warning and come from thunderstorms whose radar signatures appear non-severe. There is no sure method of detecting these events, but atmospheric conditions have been identified which favor the development of downbursts. Severe downburst winds have been measured in excess of 120 miles per hour, or the equivalent of an F2 tornado, on the Fujita Scale. Such winds have the potential to produce both a loud “roaring” sound and the widespread damage typical of a tornado. This is why downbursts are often mistaken for tornados.

Hail can also be a destructive aspect of severe thunderstorms. Hail causes more monetary loss than any other type of thunderstorm-spawned severe weather. Annually, the United States suffers about one billion dollars in crop damage from hail. Storms that produce hailstones only the size of a dime can produce dents in the tops of vehicles, damage roofs,

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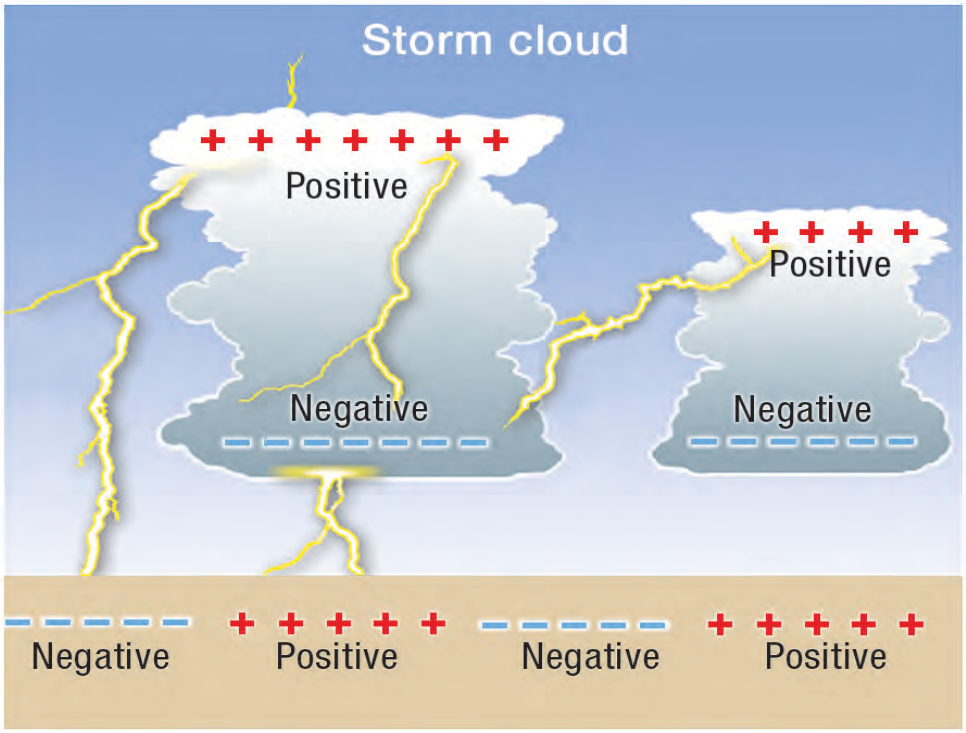
break windows and cause significant injury or even death. Unfortunately, hail is often much larger than a dime and can fall at speeds in excess of 100 mph. Hailstones are created when strong rising currents of air called updrafts carry water droplets high into the upper reaches of thunderstorms where they freeze. These frozen water droplets fall back toward the earth in downdrafts. In their descent, these frozen droplets bump into and coalesce with unfrozen water droplets and are then carried back up high within the storm where they refreeze into larger frozen drops. This cycle may repeat itself several times until the frozen water droplets become so large and heavy that the updraft can no longer support their weight. Eventually, the frozen water droplets fall back to earth as hailstones. See the diagram below.



Finally, one of the most frightening aspects of thunderstorms is lightning. Lightning kills nearly one hundred people every year in the United States and injures hundreds of others. A possible contributing reason for this is that lightning victims frequently are struck before or just after the occurrence of precipitation at their location. Many people apparently feel safe from lightning when they are not experiencing rain. Lightning tends to travel the path of least resistance and often seeks out tall or metal objects. With lightning however, it's all relative. A 'tall' object can be an office tower, a home, or a child standing on a soccer field. Lightning can and does strike just about any object in its path. Some of the most dangerous and intense lightning may occur with severe thunderstorms during the summer months, when outdoor activities are at their peak.

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Lightning is produced as a result of charge separation within the atmosphere. Lightning (a spark discharge between centers of positive and negative charge) can occur within clouds, between clouds and between clouds and the ground. See diagram below.

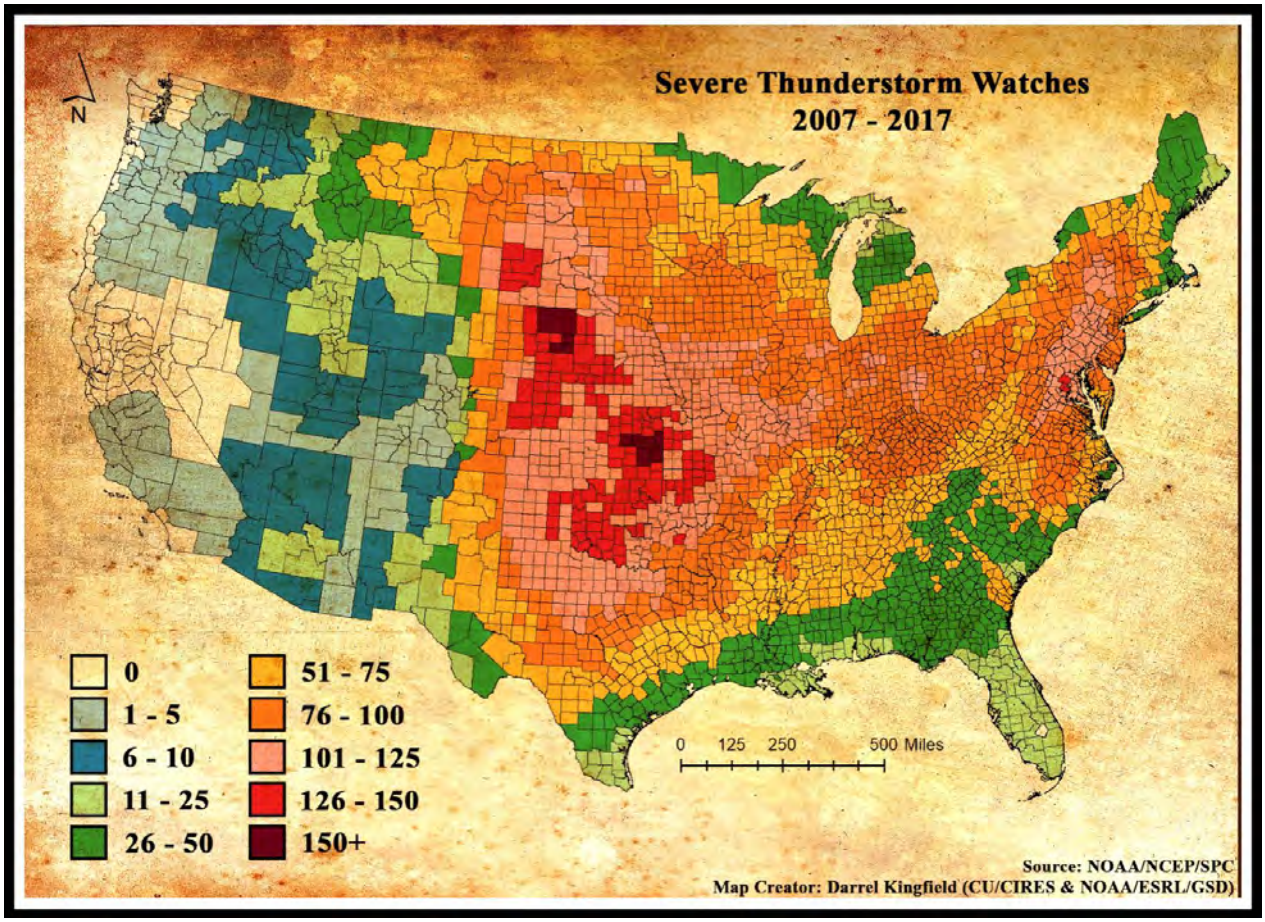


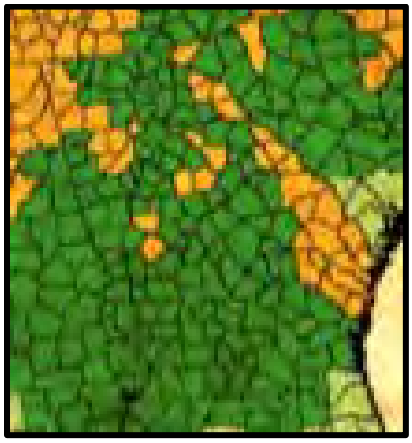
B. Hazard Profile – Severe thunderstorms, hail, and lightning are serious threats to the residents of Lumpkin County. Over the course of a year, the County experiences dozens of thunderstorms, with about one in ten being severe. Severe thunderstorms occur more frequently than any other natural hazard event within Lumpkin County. Many of these storms include lightning and/or hail.

Most of the available information relating to severe thunderstorms, hail, and lightning occurrences within Lumpkin County fails to describe damage estimates in great detail. However, with each thunderstorm event it is likely there are unreported costs related to infrastructure and utilities repair and public safety costs, at a minimum. Severe thunderstorms have occurred in all parts of the day and night within Lumpkin County. They have also taken place in every single month of the year.

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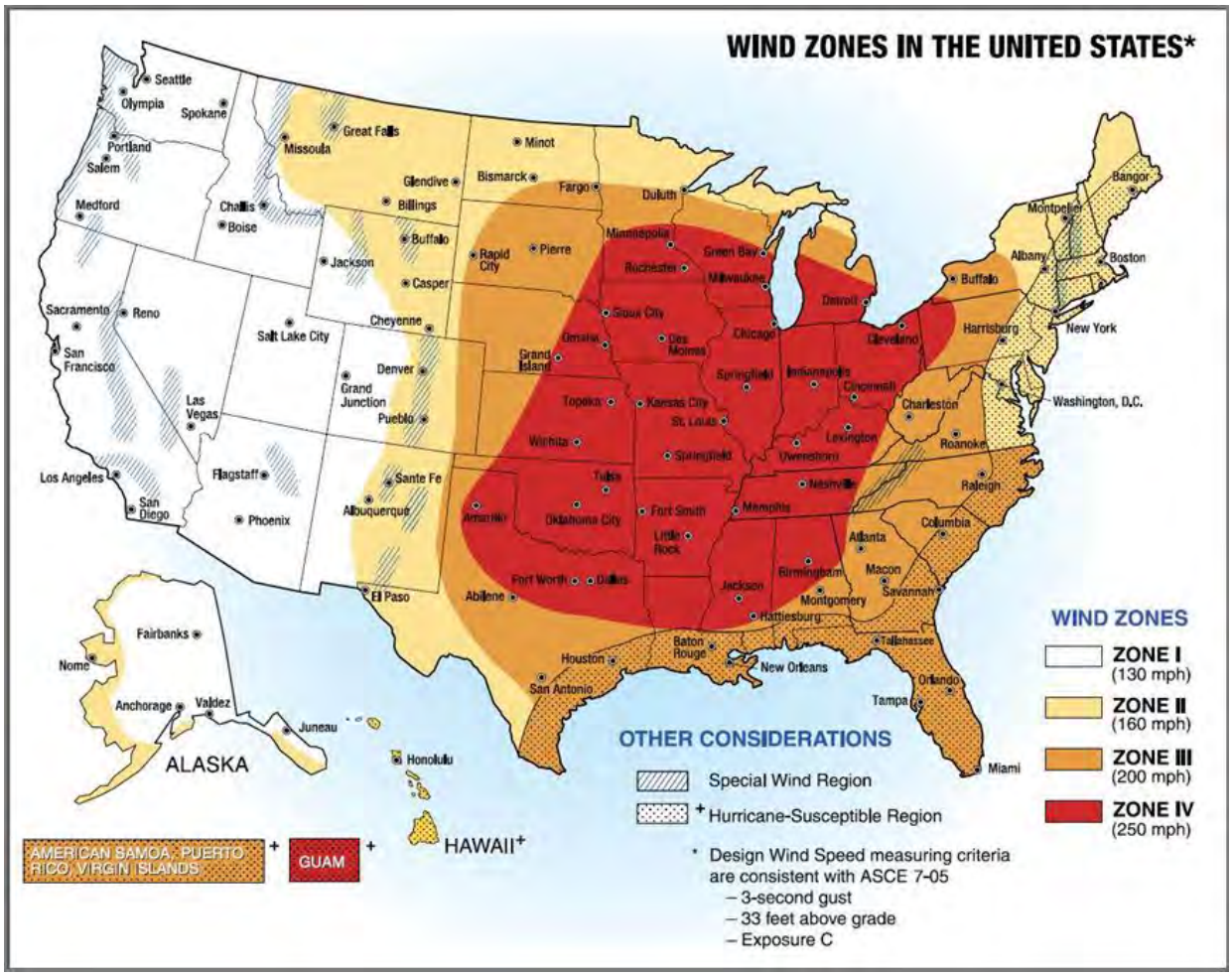
Lumpkin County is located in one of the more active areas of the United States as it relates to severe thunderstorms. The following map based upon NOAA data shows the average number of severe thunderstorm watches in the U.S. per county from 2007-2017, which for Lumpkin County was between 26 and 50.





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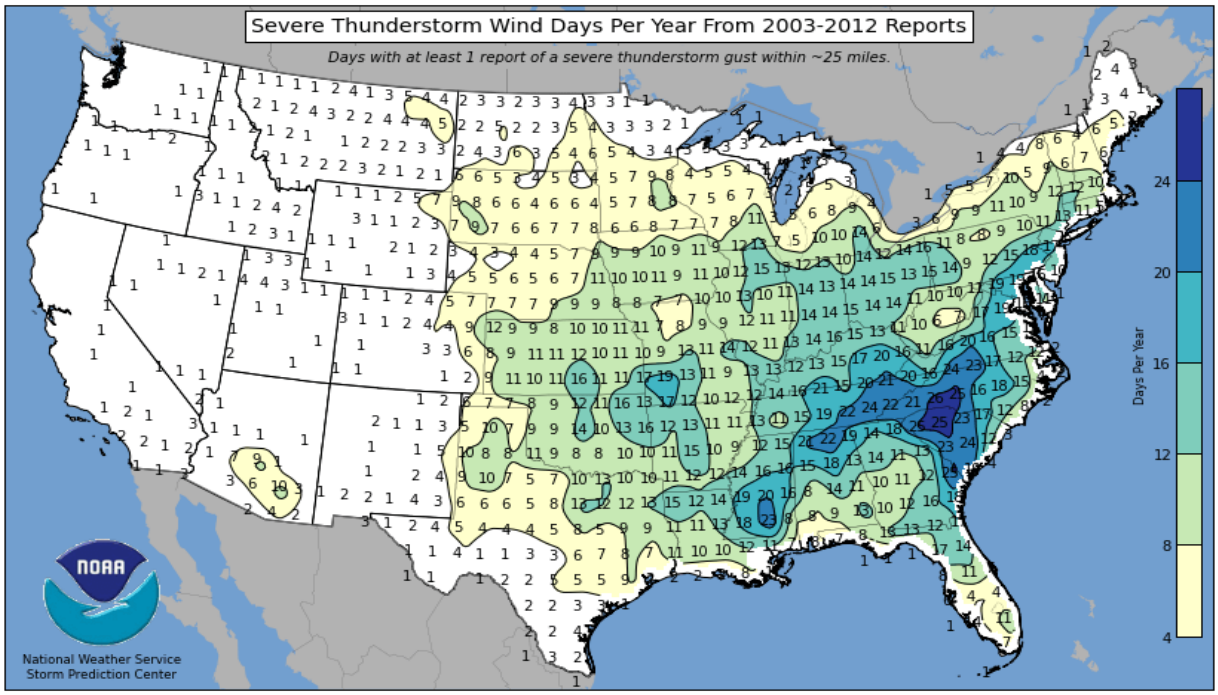
The ASCE design wind speed map below indicates that Lumpkin County is located in Wind Zone III, or 200mph. This map is based on Allowable Stress Design.



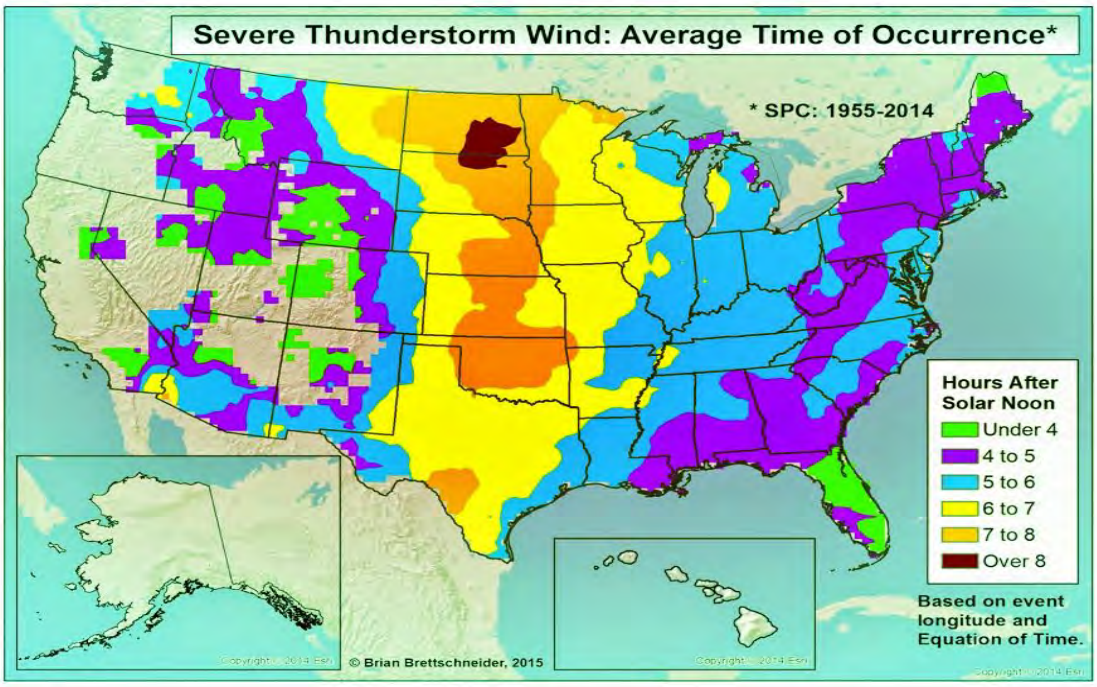


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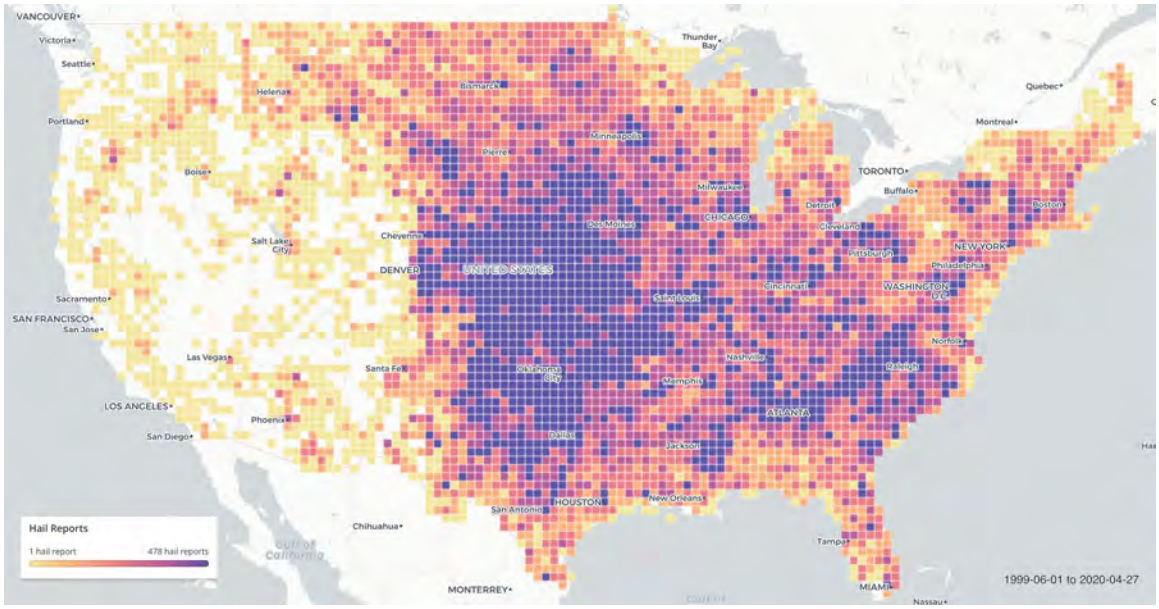
Although a little outdated, the most recent version of the following NOAA map demonstrates the average number of severe thunderstorm wind days per year. For this particular time period, Lumpkin County averaged between 11 and 14 days per year.

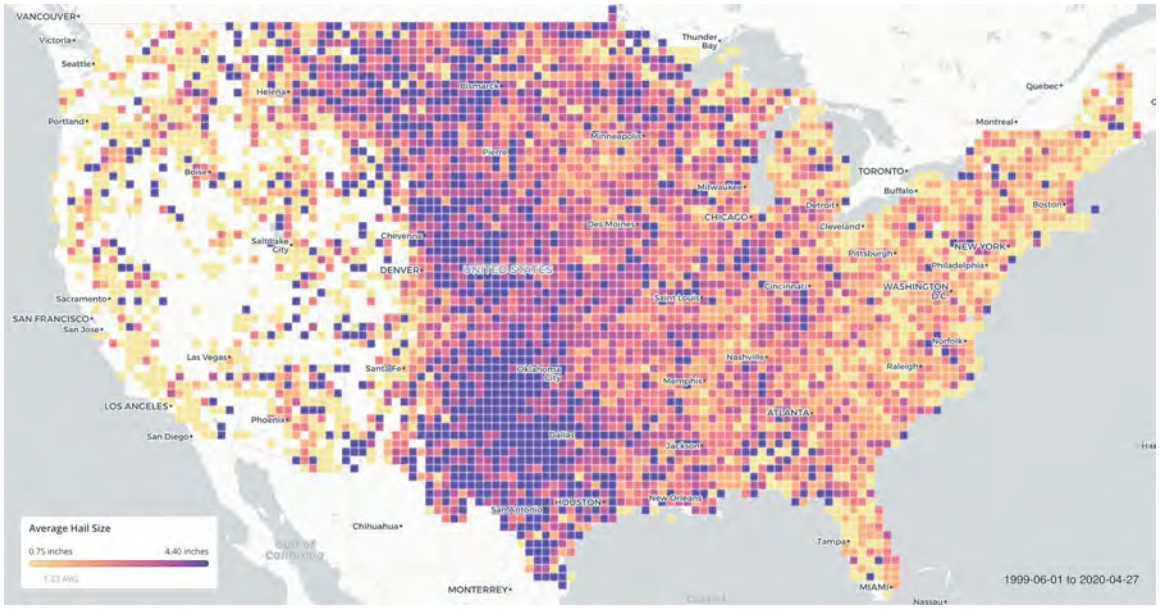


Severe thunderstorms can occur at any time of day. In Lumpkin County they tend to occur in the late afternoon/early evening. The following map demonstrates the average time of occurrence of severe thunderstorm winds across the country.



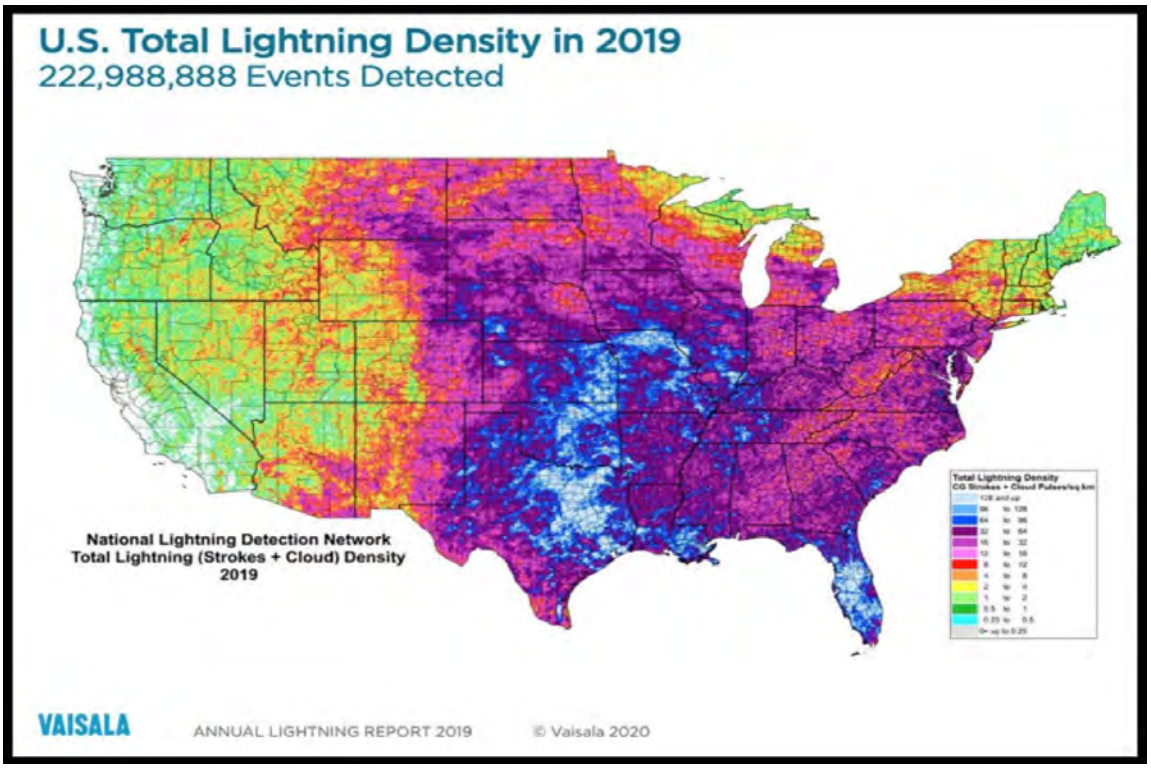
In the two maps below, NOAA Storm Prediction Center data shows both the number of reported hail events and the average hail size for the period 1999 to 2020. According to the data, Lumpkin County is on the high end of the spectrum with regard to number of hail reports (first map) and near mid-range with regard to average hail size (second map).

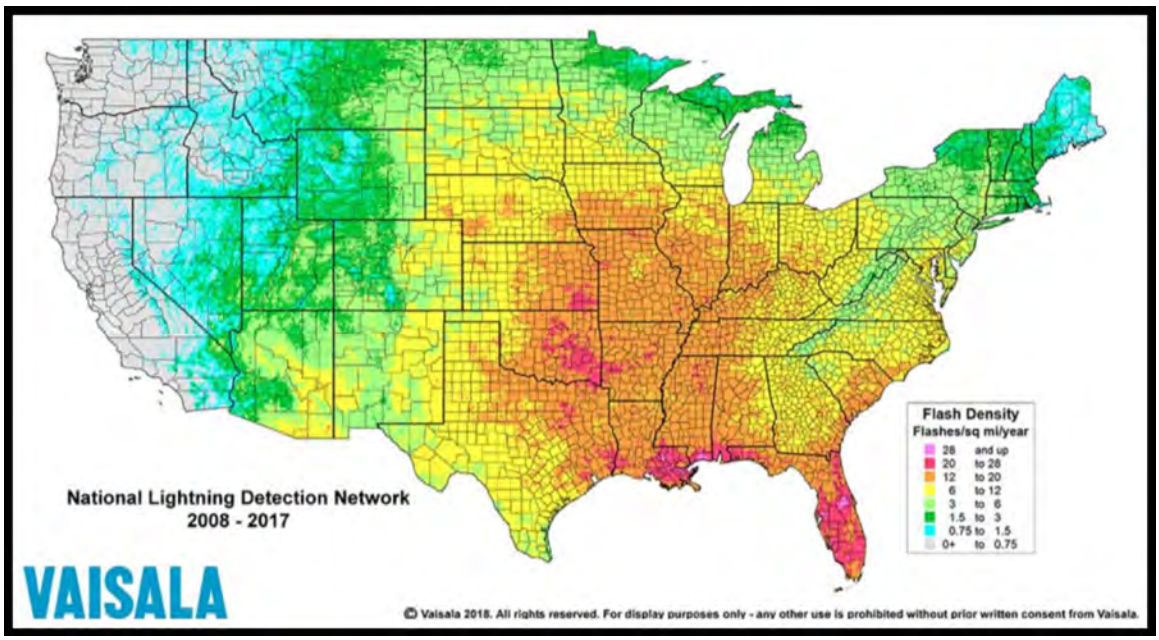




Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

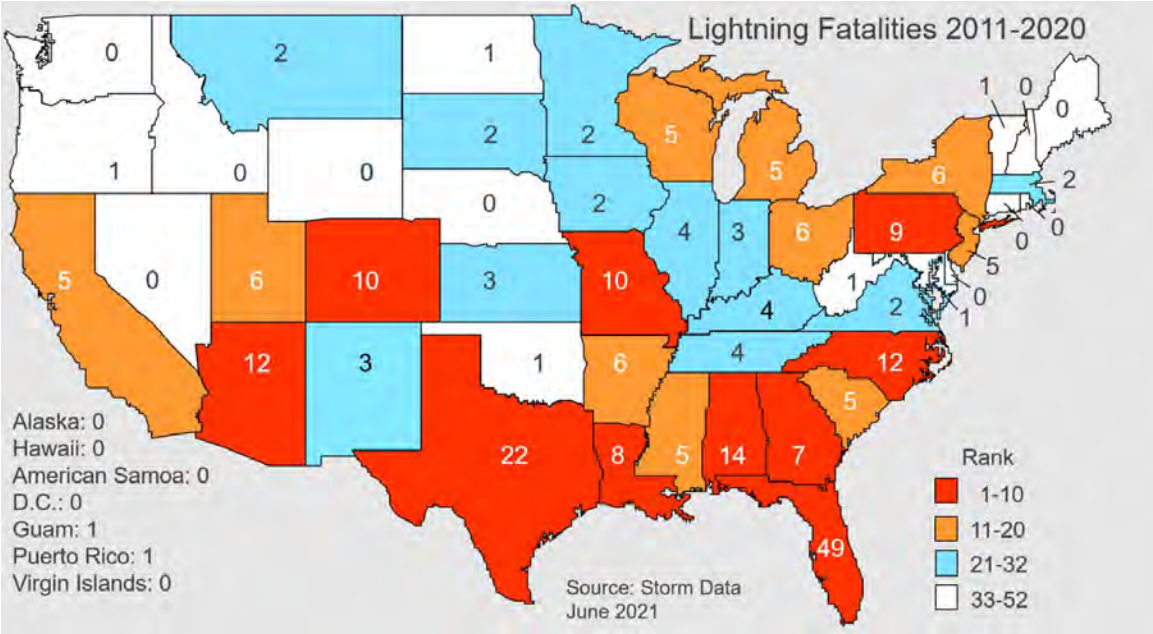
Lightning is another aspect of severe thunderstorms that can cause great devastation. The maps below show lightning activity nationwide. According to the data in the first map, Lumpkin County experienced between 12 and 16 flashes of lightning per square mile in 2019. Similarly, the second map shows between 6 and 20 lightning flashes per square mile for the period 2008-2017 for Lumpkin County. Source: Vaisala





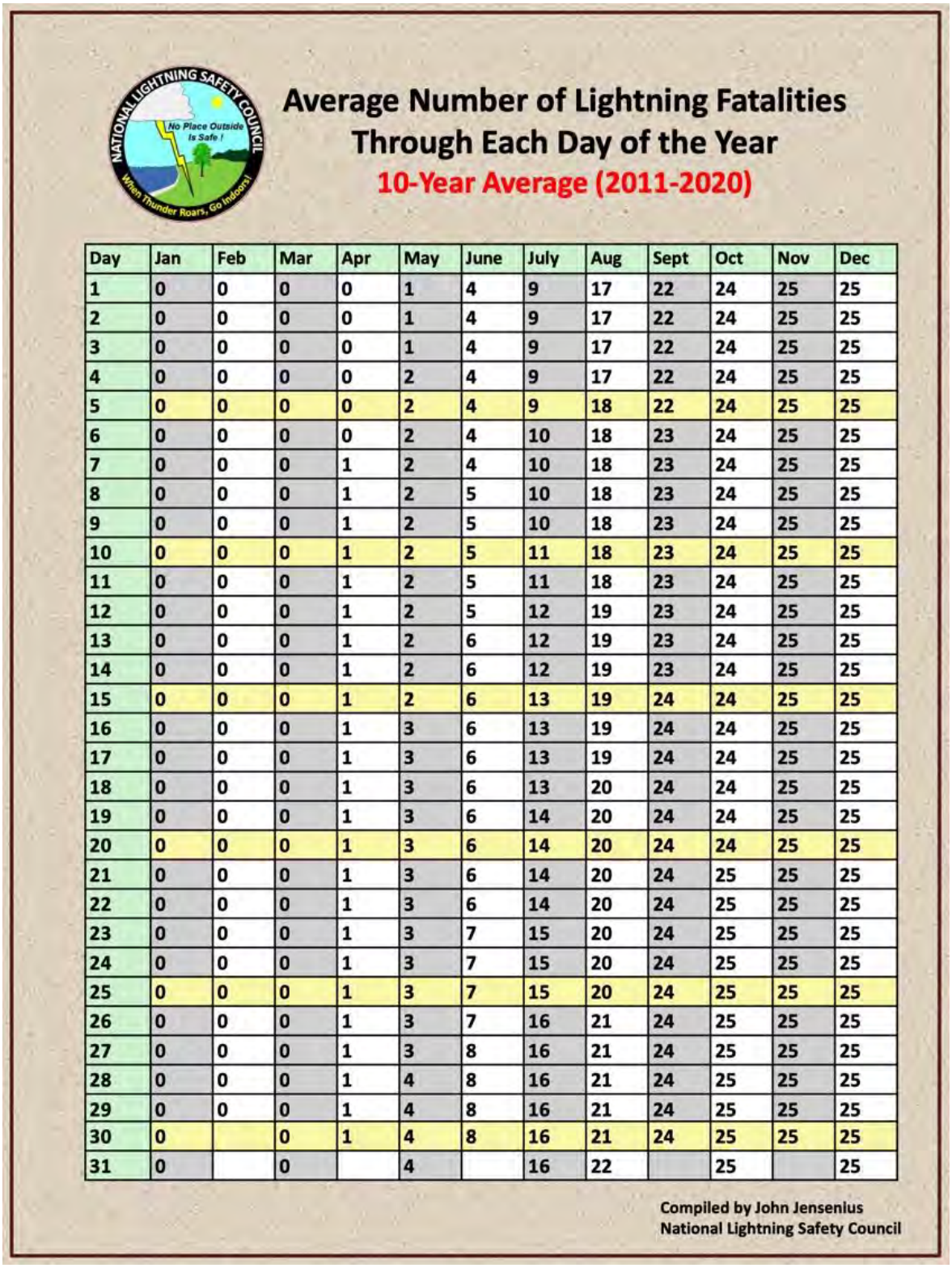
Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

Lightning can be a deadly phenomenon. As shown in the map below, Georgia has experienced seven reported lightning fatalities from 2011-2020. Source: Storm Data, June 2021



Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

The table below shows the frequency of lightning fatalities by month nationwide from 2011-2020. It is clear that the second half of the year is drastically more dangerous than the first half with regard to lightning fatalities. Source: National Lightning Safety Council



Average Number of Lightning Fatalities Through Each Day of the Year

10-Year Average (2011-2020)

Day	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
1	0	0	0	0	1	4	9	17	22	24	25	25
2	0	0	0	0	1	4	9	17	22	24	25	25
3	0	0	0	0	1	4	9	17	22	24	25	25
4	0	0	0	0	2	4	9	17	22	24	25	25
5	0	0	0	0	2	4	9	18	22	24	25	25
6	0	0	0	0	2	4	10	18	23	24	25	25
7	0	0	0	1	2	4	10	18	23	24	25	25
8	0	0	0	1	2	5	10	18	23	24	25	25
9	0	0	0	1	2	5	10	18	23	24	25	25
10	0	0	0	1	2	5	11	18	23	24	25	25
11	0	0	0	1	2	5	11	18	23	24	25	25
12	0	0	0	1	2	5	12	19	23	24	25	25
13	0	0	0	1	2	6	12	19	23	24	25	25
14	0	0	0	1	2	6	12	19	23	24	25	25
15	0	0	0	1	2	6	13	19	24	24	25	25
16	0	0	0	1	3	6	13	19	24	24	25	25
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22	0	0	0	1	3	6	14	20	24	25	25	25
23	0	0	0	1	3	7	15	20	24	25	25	25
24	0	0	0	1	3	7	15	20	24	25	25	25
25	0	0	0	1	3	7	15	20	24	25	25	25
26	0	0	0	1	3	7	16	21	24	25	25	25
27	0	0	0	1	3	8	16	21	24	25	25	25
28	0	0	0	1	4	8	16	21	24	25	25	25
29	0	0	0	1	4	8	16	21	24	25	25	25
30	0		0	1	4	8	16	21	24	25	25	25
31	0		0		4		16	22		25		25

Compiled by John Jensenius
National Lightning Safety Council

Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

The specific list of lightning fatalities in Georgia from 2006-2020 is shown below. While none of these unfortunate events occurred in Lumpkin County, many were close by in neighboring communities. Source: National Lightning Safety Council

Georgia Lightning Fatalities
2006-2020

Date	Day of Week	State	City	Age	Sex	Location	Activity	Name
7/3/2020	Friday	GA	Moultrie	9	F	Wooden shelter near tree	Walking	Nicol Mateo Pedro
7/4/2018	Wednesday	GA	Dalton	37	M	Pond	Fishing	Egan Stanley
9/7/2014	Sunday	GA	Lowndes County	57	M	Under pole barn	Sheltering from storm	Larry Dasher
7/11/2014	Friday	GA	Dawsonville	48	F	Back yard	Trimming hedges	Mary Jo Fortune Kinney
7/22/2013	Monday	GA	Bainbridge	21	M	Road	Had been working on farm	Mauselio Gomes
8/9/2012	Thursday	GA	Atlanta	35	M	Outside under roof of building	Building Maintenance	
7/13/2012	Friday	GA	Peachtree City	52	M	Under tree by boat ramp	Fishing	Burnette Hayes
7/13/2010	Tuesday	GA	Austell	16	F	Under tree	Walking home	Chaquille Hunter
7/13/2010	Tuesday	GA	Austell	14	F	Under tree	Walking home	Theresa Seabrum
6/29/2010	Tuesday	GA	McDonough	14	M	Outside home	Sheltering under tree	Eric Jarrell West
8/26/2007	Sunday	GA	Alpharetta	15	M	Parking lot	Riding bicycle	Kevin Avalar
6/30/2007	Saturday	GA	Tifton	23	M	Under tree	Taking shelter	Pablo Figueroa
6/25/2007	Monday	GA	Cummings, Forsyth County	27	M	Unfinished house	Taking shelter	Jose DeJesus-Cruz
6/21/2006	Wednesday	GA	Columbus	24	M	Under Tree	Mowing lawn, riding lawn mower	Adam White
5/13/2006	Saturday	GA	Tifton	31	M	Yard	Getting to Car	Max Hancock

Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

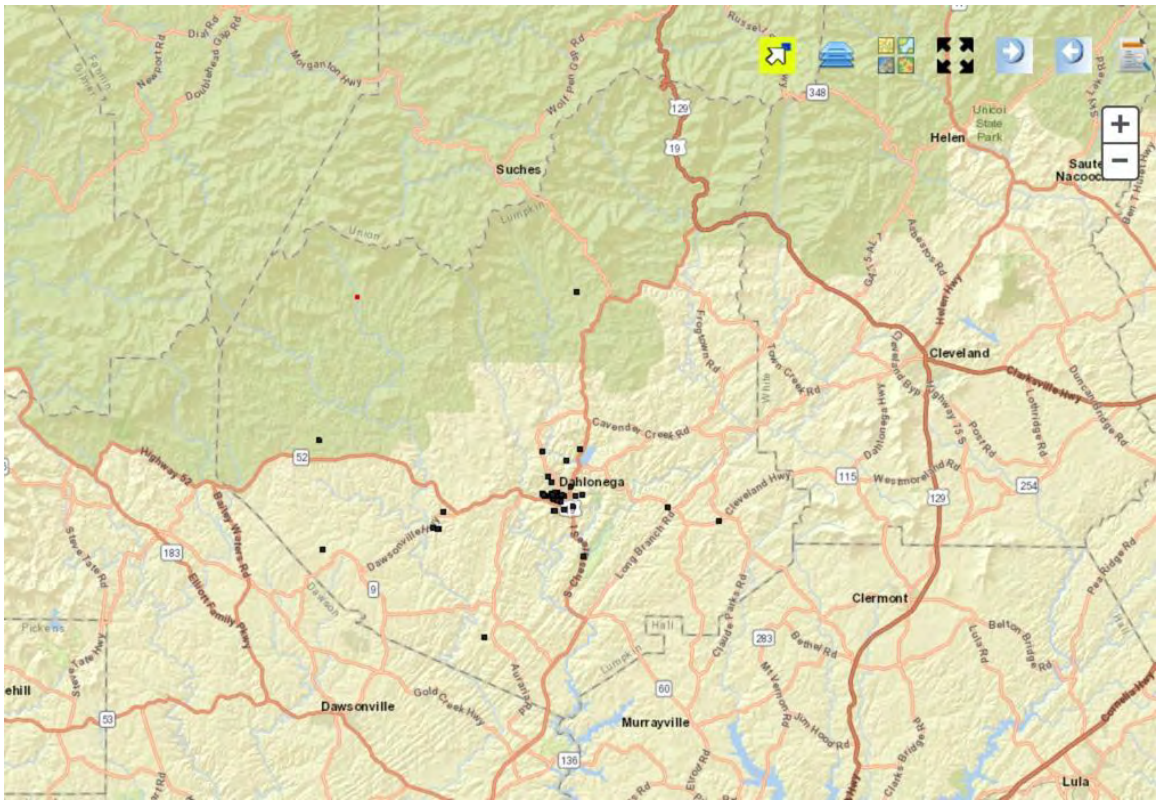
The Lumpkin County HMPC utilized data from the National Climatic Data Center, the National Weather Service, numerous weather-related news articles and various online resources, and the Lumpkin County Emergency Operations Plan in researching severe thunderstorms and their impact on the County. With most of the County's recorded severe thunderstorm events, only basic information was available. It is also likely that some severe thunderstorm events have gone unrecorded. Therefore, any conclusions reached based upon available information on severe thunderstorms within Lumpkin County should be treated as the minimal possible threat.

NCDC records show that 139 severe thunderstorms occurred within the County over the past fifty years, which equates to a 278% annual frequency based upon reported events. Over the past twenty years that frequency has increased to 455%. It would appear that severe thunderstorm activity has increased over time within the County. This may be the case or it may simply be that record keeping and technology have improved significantly over the course of time, reflecting the higher numbers. It may also be a combination of these two factors. The following chart provides annual frequency of reported events over the past five, ten, twenty, and fifty-year periods. The most recent five-year period, covering the span of time since the last update to this Plan, is highlighted in gold.

Lumpkin County – Severe Thunderstorm Frequency including Hail & Lightning (based on Reported Events)				
Time Period	**5yrs (2016-2020)**	**10yrs (2011-2020)**	**20yrs (2001-2020)**	**50yrs (1971-2020)**
Number of Reported Events	**15**	**36**	**91**	**139**
Frequency Average per Year	**3.00**	**3.60**	**4.55**	**2.78**
Frequency Percent per Year	**300%**	**360%**	**455%**	**278%**

Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

C. Assets Exposed to Hazard – All public and private property including critical facilities are susceptible to severe thunderstorms, hail, and lightning since this hazard is not spatially defined. The GEMA map below identifies critical facilities located within the hazard area, which in the case of severe thunderstorms includes all areas within the County and City.



D. Estimate of Potential Losses – For loss estimate information, please refer to the Critical Facilities Database (Appendix A).

E. Multi-Jurisdictional Concerns – Any portion of Lumpkin County can be negatively impacted by severe thunderstorms, hail, and lightning. Therefore, any mitigation steps taken related to these weather events will be pursued on a countywide basis and include the City of Dahlonega.

F. Hazard Summary – Overall, severe thunderstorm, hail, and lightning events pose one of the greatest threats to Lumpkin County in terms of property damage, injuries and loss of life. These weather events represent the most frequently occurring natural hazard within Lumpkin County and have a great potential to negatively impact the County each year. Based on the frequency of this hazard, as well as its ability to negatively impact any part of the County, the HMPC recommends that the mitigation measures identified in this plan for severe thunderstorm, hail, and lightning be aggressively pursued. Specific mitigation actions related to these weather events are identified in *Chapter 5*.

Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

2.3 Flooding



A. Hazard Identification: The vulnerability of a river or stream to flooding depends upon several variables. Among these are topography, ground saturation, rainfall intensity and duration, soil types, drainage, drainage patterns of streams, and vegetative cover. A large amount of rainfall over a short time span can result in flash flood conditions. Nationally, the total number of flash flood deaths has exceeded tornado fatalities during the last several decades. Two factors seem to be responsible for this: public apathy regarding the flash flood threat and increased urbanization. A small amount of rain can also result in floods in locations where the soil is saturated from a previous wet period or if the rain is concentrated in an area of impermeable surfaces such as large parking lots, paved roadways, etc. Topography and ground cover are also contributing factors for floods in that water runoff is greater in areas with steep slopes and little or no vegetation.

Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

B. Hazard Profile: Over the past fifty years, flood events on record in Lumpkin County have usually been associated with areas in the vicinity of the County's many creeks and lakes. The areas most affected or potentially most affected include locations in the vicinity of the Chestatee River, Etowah River, Yahoola Creek (which forms Ted Taft Copeland Dam), Cane Creek, Clay Creek, Hurricane Creek, Ward Creek, and other tributaries that empty into the Chestatee and Etowah Rivers. Other areas affected by flooding were associated with storm drain systems within the City of Dahlonega. Relatively little information on flooding damage estimates, in terms of dollars, is available. However, with each of these events there were certainly significant costs related to road repair, infrastructure repair, and public safety, at a minimum. Most of the flood damage that has occurred historically within the County appears to be "public" flood damage. More specifically, roads and culverts washing out have been the most common flooding problem.

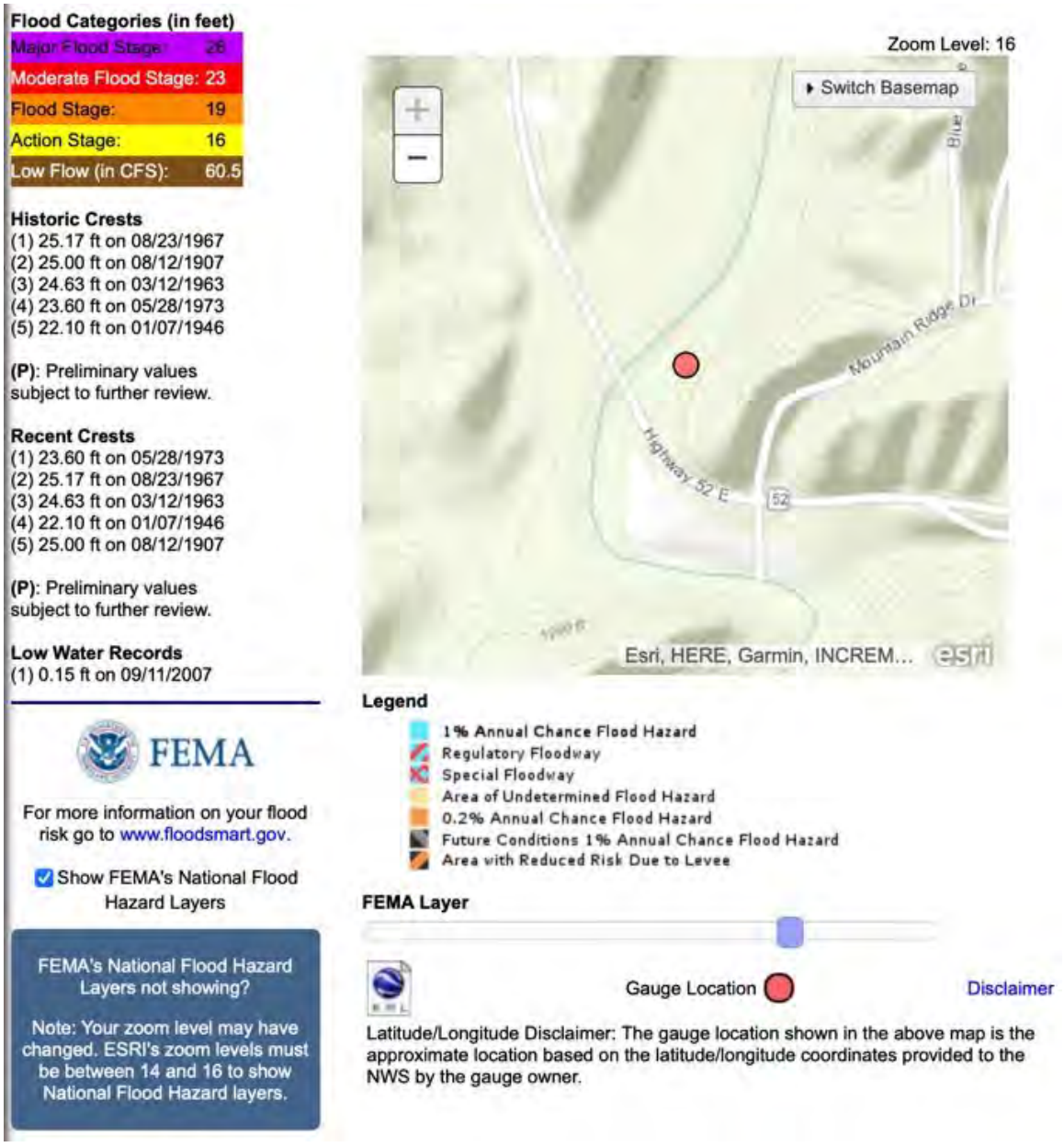
The extent of flooding within the City of Dahlonega:

According to Mark Buchanan, PE, City Engineer & Public Works Director for the City of Dahlonega, the City has numerous flood prone areas. The areas of primary concern he has identified are as follows:

1. Golden Avenue. This road has been flooded on multiple occasions with several feet of water from the low spot in the road just off of Hwy 60 to the turn up the hill. This area has not only been submerged at the road but everything between the road and the Chestatee River as well. The Water Rescue Team has had to perform rescue operations recently due to the flooding of this specific area.
2. West Circle. This road has been flooded on multiple occasions with 2 to 3 feet of water at the creek crossing.
3. Barlow Road. This road has been flooded on multiple occasions with one foot or more of water, however recent improvements may possibly have corrected the problem.
4. Wimpy Mill Road. The Wimpy Mill Picnic Area on Wimpy Mill Rd has flooded by approximately two feet of water on multiple occasions.
5. Park Street. This road has flooded on multiple occasions with depths of up to two feet above the streets. This is primarily due to the inability of the existing storm drain system to handle the volume of rainwater.
6. Martin Street. This road has flooded on multiple occasions with depths of up to two feet above the streets. Like Park Street, this is primarily due to the inability of the existing storm drain system to handle the volume of rainwater.
7. State Route 60. SR60 along the Chestatee River is another major flood concern. The primary concern is road collapse, which has happened recently due to the high water levels between Golden Avenue and Achasta Golf Club.

Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

Below is a National Weather Service graphic illustrating both the historical and recent crests of the Chestatee River near Dahlonega, GA, as well as flood categories (in feet). The record historic crest was 25.17ft on August 23, 1967. This fell within the category of "Moderate Flood Stage". Other noteworthy crests are listed below.



Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

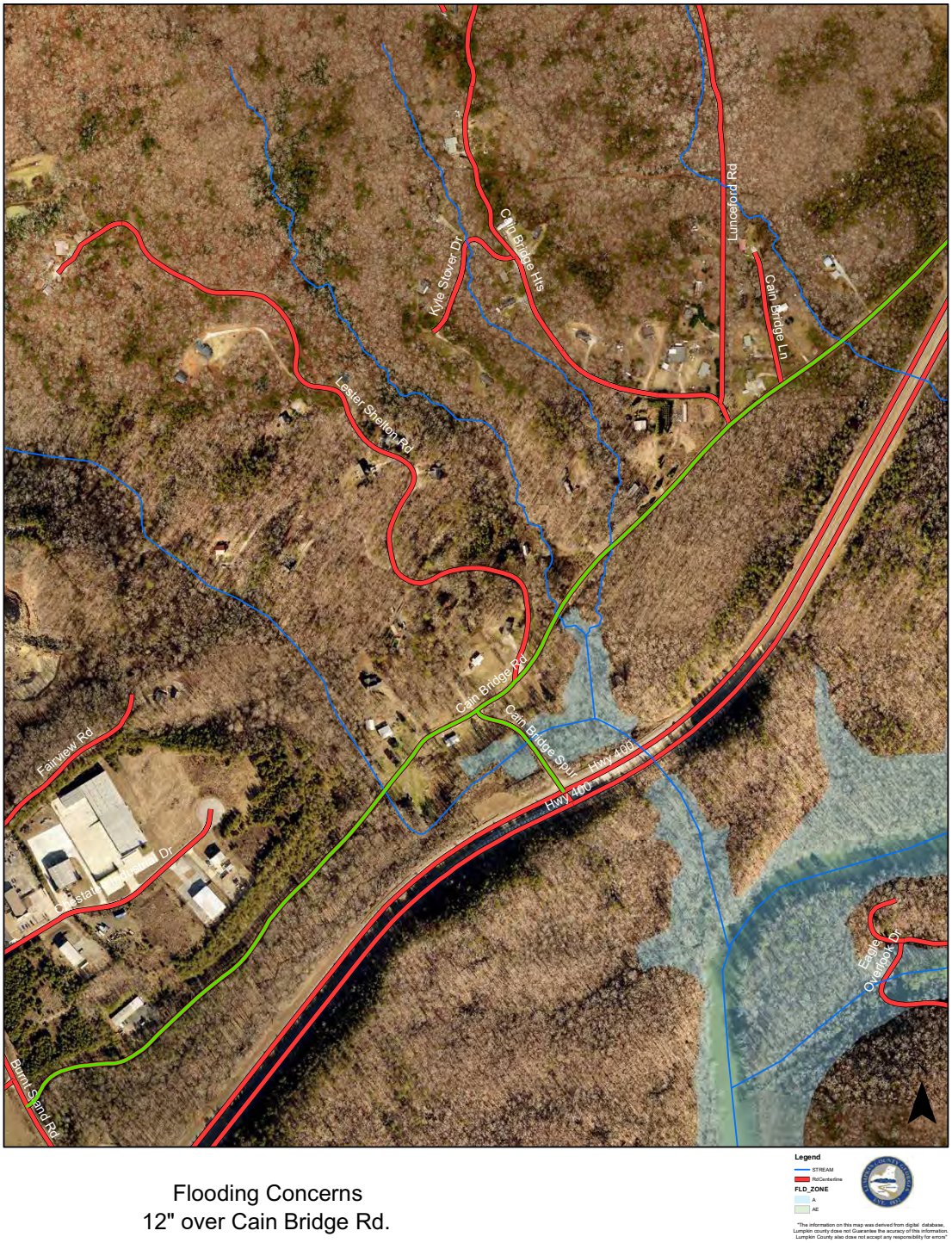
The extent of flooding within Lumpkin County:

According to Bruce Georgia, Planning Director for Lumpkin County, the County has dozens of flood prone areas. The areas of primary concern he has identified are as follows:

Within Lumpkin County, the most flood prone areas are located in the vicinity of Buffington Rd, Cain Bridge Rd, Empire Dr, Col. Farrow Rd, Fox Hollow Rd, SR60 at SR400, SR60 in front of the Dollar General store, Little Mountain Rd at Woods Dr, Reid Chapman Rd, Wahoo Creek Rd, Horton Rd, Jay Bridge Rd, Johnny Collins Rd, Lumpkin County Pkwy, Pecks Mill Creek Rd, Rider Mill Rd, Roy Grindle Rd, Walnut Valley Dr, Walter Caldwell Rd, Willow Pond Rd, and Winters Mountain Rd. See related maps below.



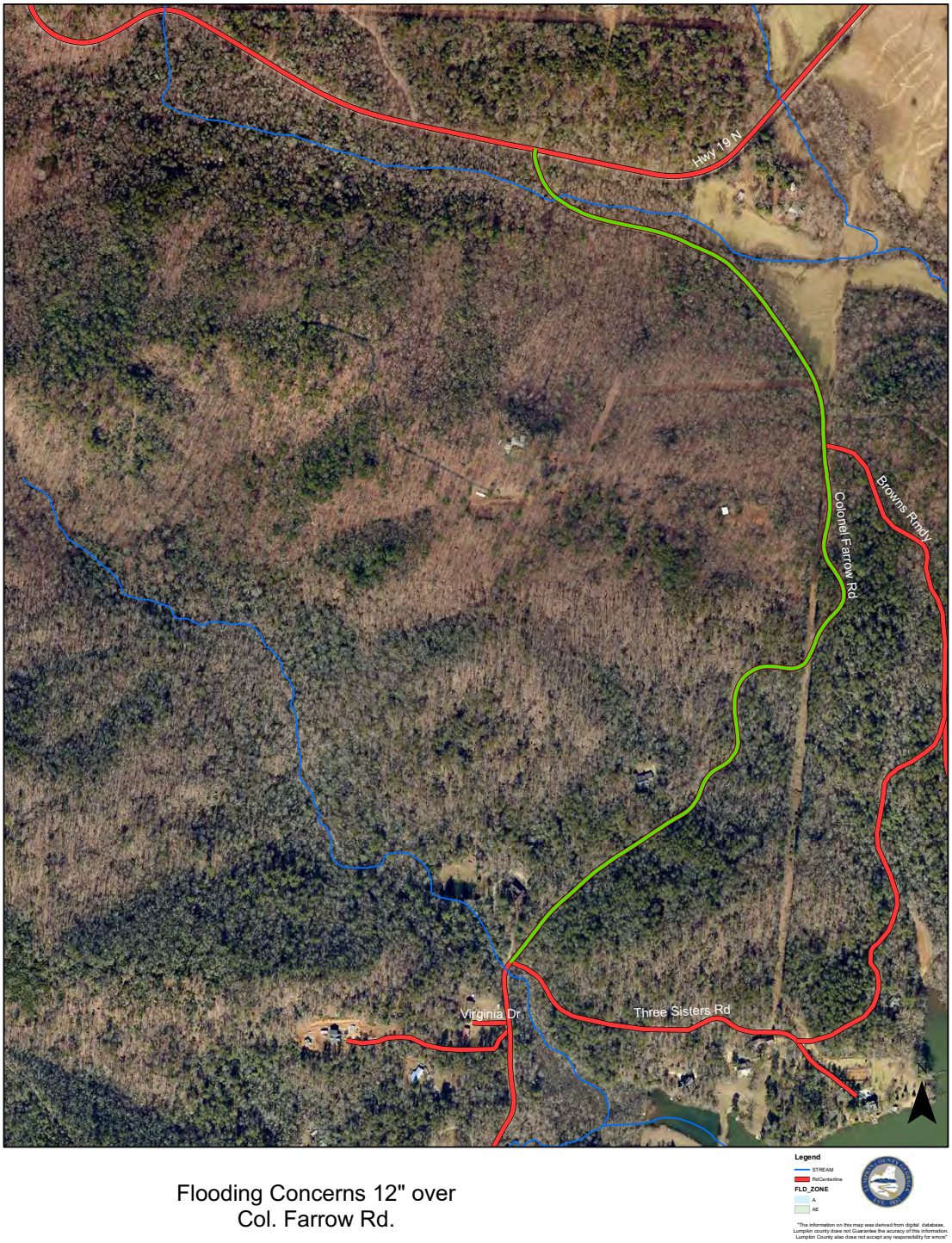
Flooding Concerns
12" over Buffington Rd.



Flooding Concerns
12" over Cain Bridge Rd.



Flooding Concerns 12" over Empire Dr.



Flooding Concerns 12" over
Col. Farrow Rd.



Flooding Concerns 8" over Fox Hollow Road



Flooding Concerns 8" over
Hwy 60 and Hwy 400



Flooding Concerns
12" over Hwy 60 in front of the Dollar General
5019 S Chestatee St, Dahlonega, GA 30533



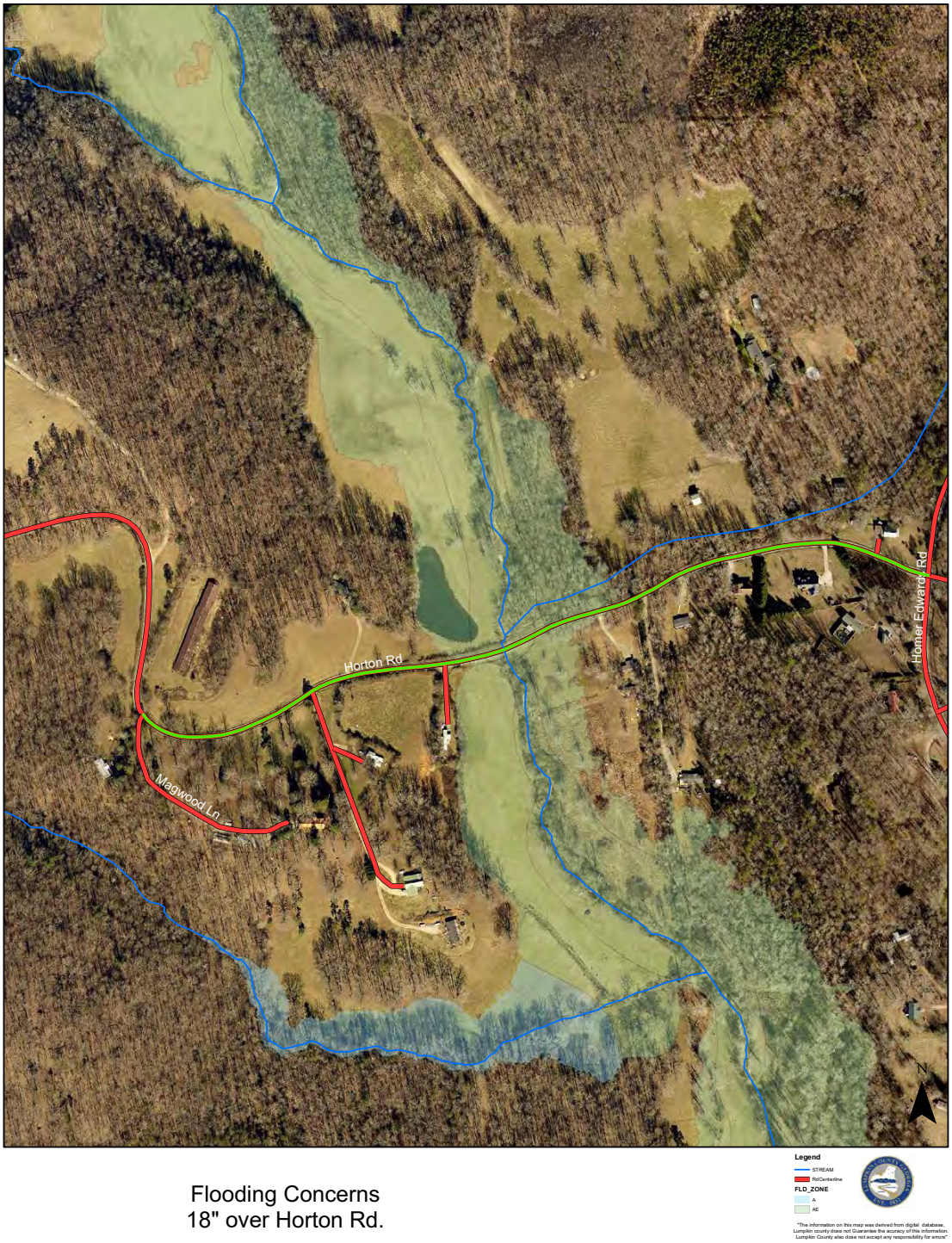
Flooding Concerns
8" over
Little Mountain Road at Woods Drive



Flooding Concerns 12" over
Reid Chapman Road



Flooding Concerns 12"
over Wahoo Creek Road



Flooding Concerns
18" over Horton Rd.



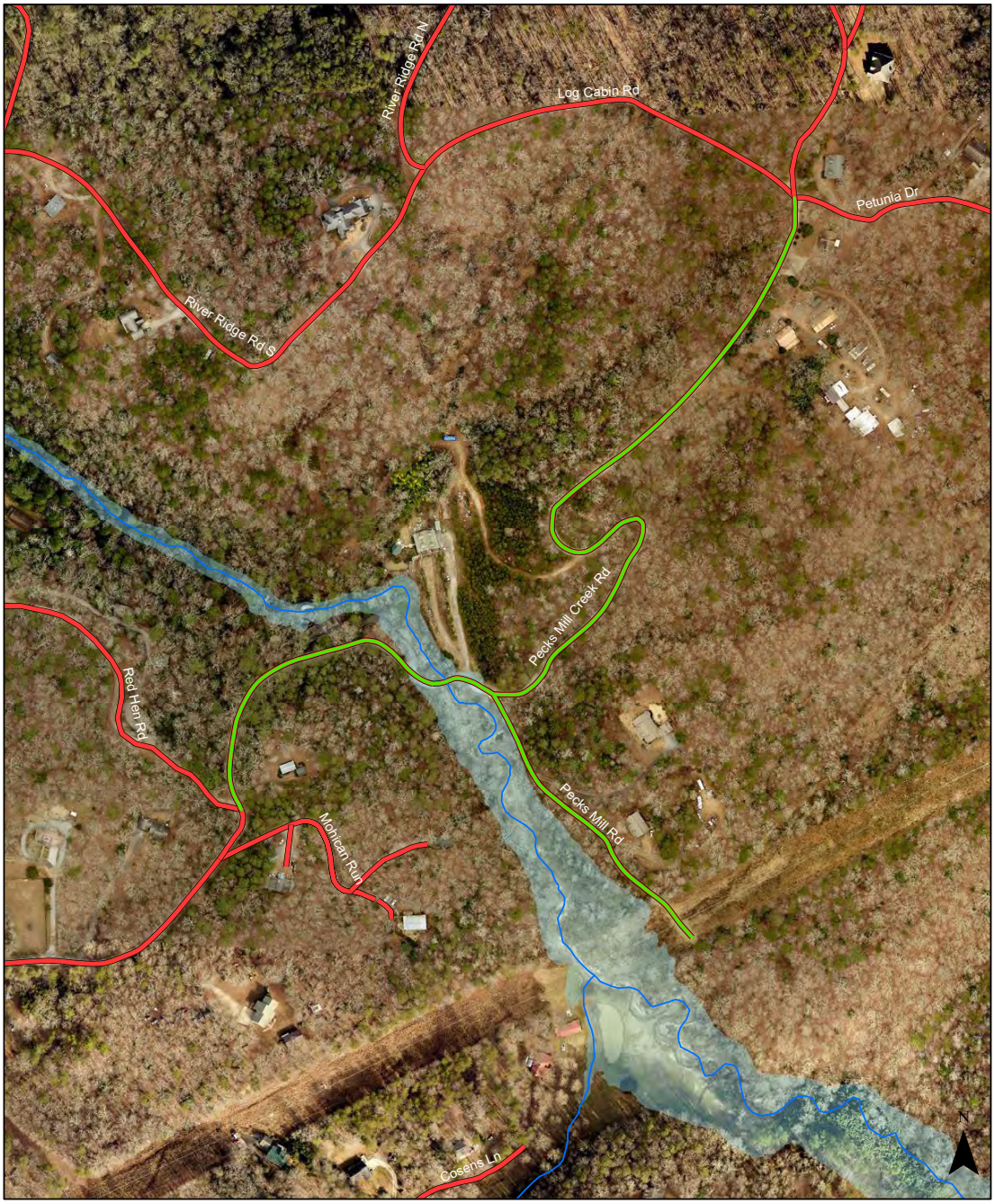
Flooding Concerns 12" over Jay Bridge Rd.



Flooding Concerns
12" over Johnny Collins Rd.



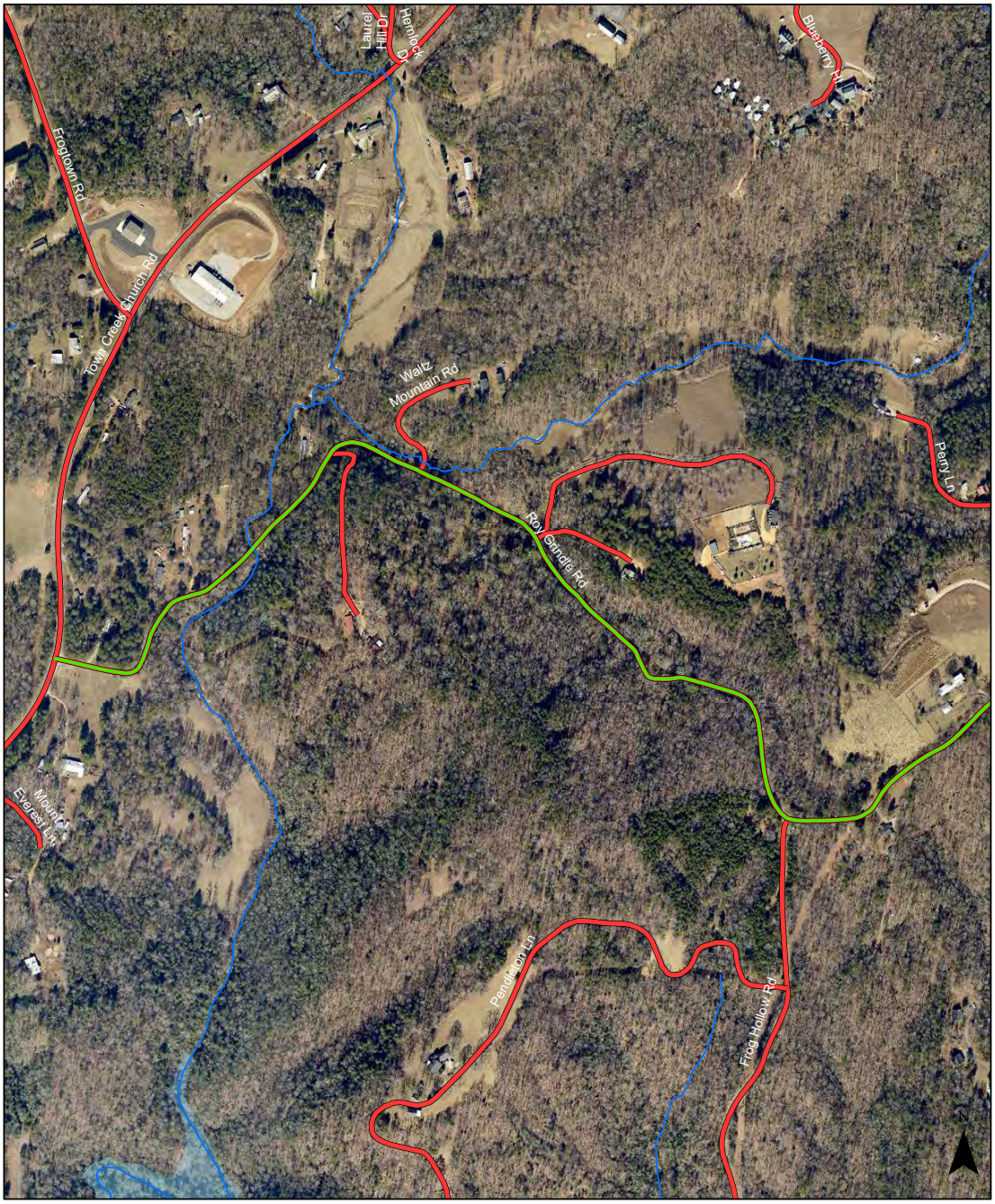
Flooding Concerns
12" over Lumpkin
County Pkwy.



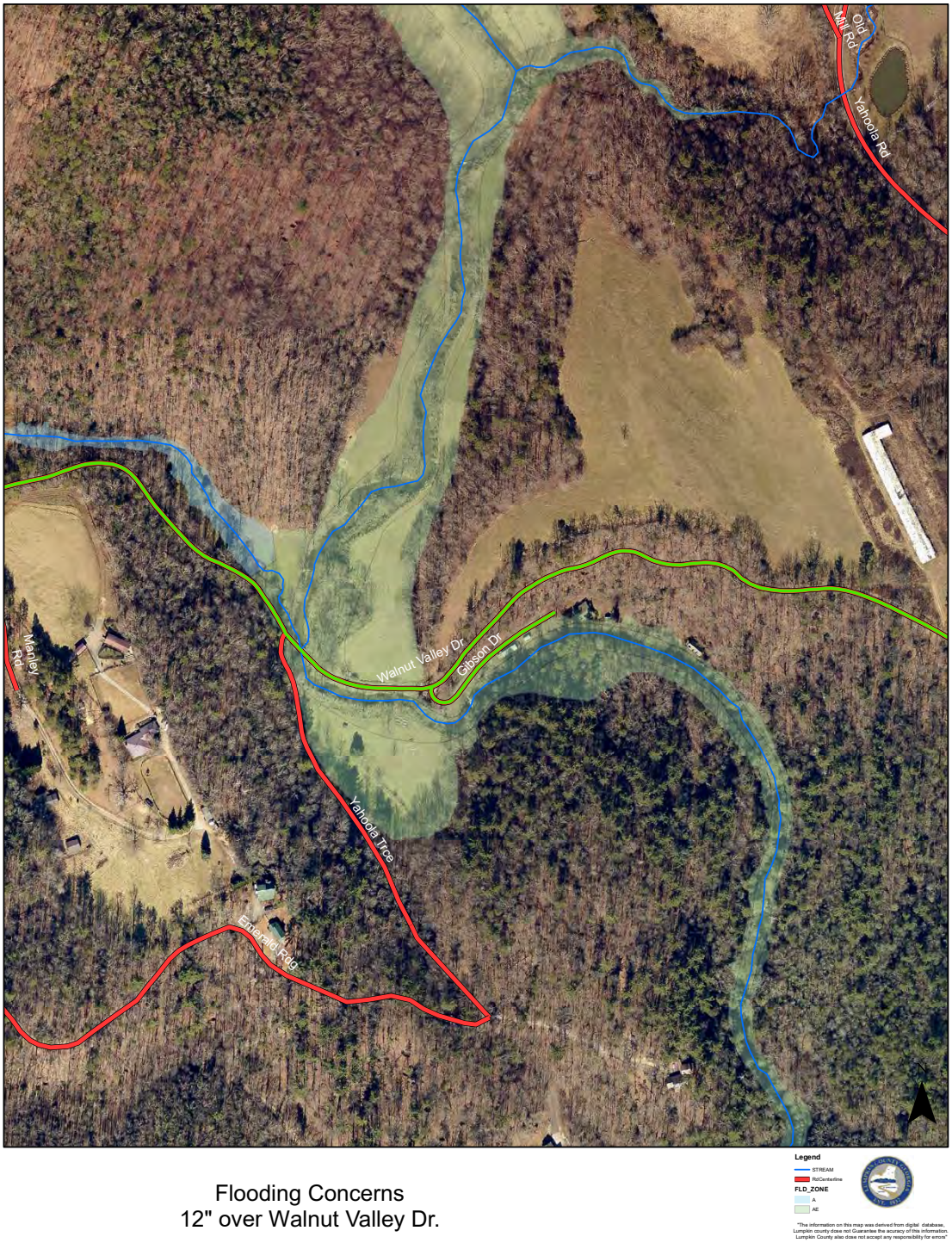
Flooding Concerns
12" over Pecks Mill
Creek Rd.



Flooding Concerns
12" over Rider Mill Rd.



Flooding Concerns12" overRoy Grindle Rd.



Flooding Concerns
12" over Walnut Valley Dr.



Flooding Concerns
12" over Walter Caldwell

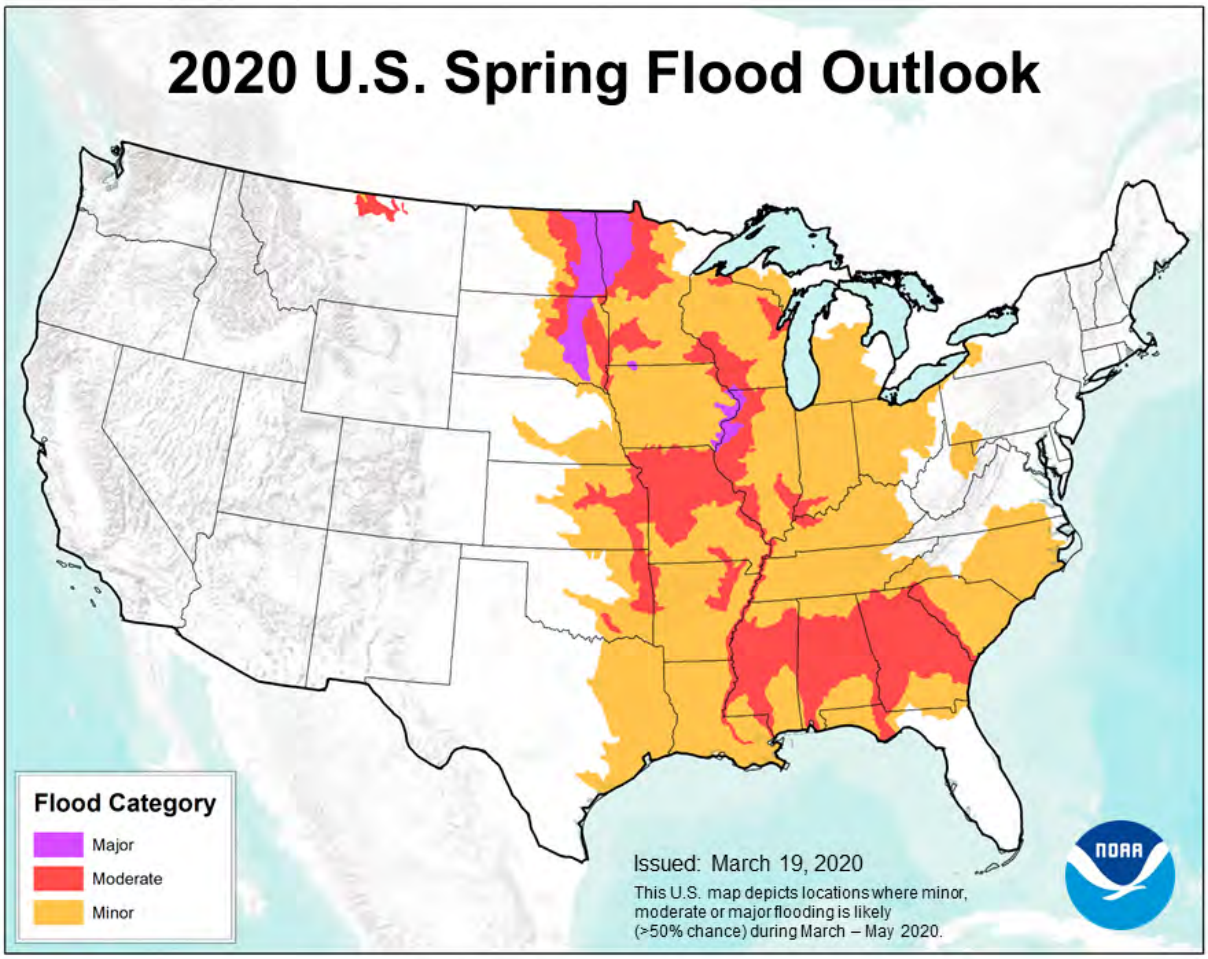


Flooding Concerns 12" over Willow Pond.



Flooding Concerns
12" over Winters Mountain Rd.

At the time of the planning process, the NOAA Spring Flood Outlook map below, issued March 2020, predicted moderate flooding for areas including Lumpkin County.



Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

NCDC records show that 15 flood events occurred within the County over the past fifty years, which equates to a 30% annual frequency based upon reported events. However, flooding events were obviously underreported during the first few decades of the fifty-year history since reported events for the twenty-year history also equals 15. In addition, it is clear that NCDC data does not account for what is probably dozens of smaller flood events. There are also no records at the local level for such events, even though members of the HMPC have a general recollection of many of them, albeit without dates or depth data. As a result, the NCDC data is incomplete and cannot be relied upon in any significant way. The following chart provides annual frequency of reported events over the past five, ten, twenty, and fifty-year periods. The most recent five-year period, covering the span of time since the last update to this Plan, is highlighted in gold.

Lumpkin County – Flooding Frequency
(based on Reported Events)

Time Period	5yrs (2016-2020)	10yrs (2011-2020)	20yrs (2001-2020)	50yrs (1971-2020)
Number of Reported Events	5	13	15	15
Frequency Average per Year	1.0	1.30	0.75	0.30
Frequency Percent per Year	100%	130%	75%	30%

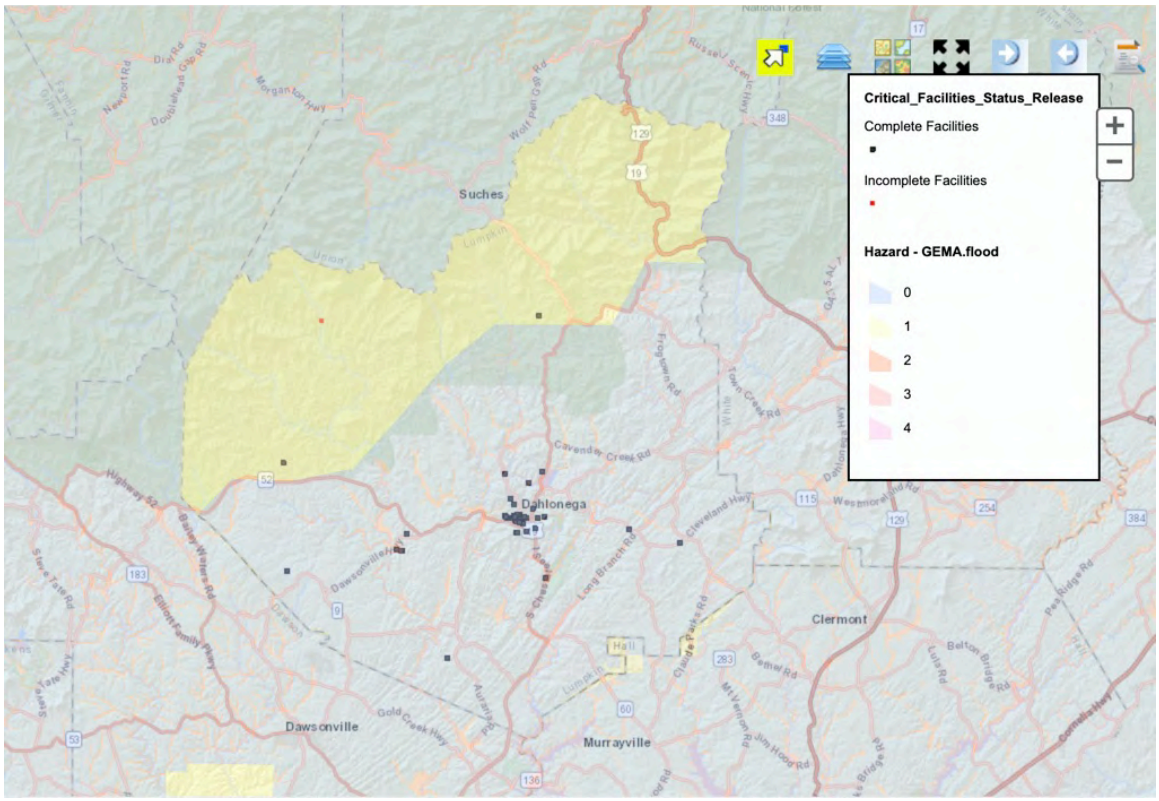
Lumpkin County (CID No. 130354) and the City of Dahlonega (CID No. 130129) each participate in the National Flood Insurance Program (NFIP) and follow the Program guidelines to ensure future development is carried out in the best interests of the public. According to NFIP guidelines, each jurisdiction has executed a Flood Damage Prevention Ordinance. The purpose of this ordinance is to minimize the loss of human life and health as well as to minimize public and private property losses due to flood conditions. The ordinance requires that potential flood damage be evaluated at the time of initial construction of structures, facilities and utilities, and that certain uses be restricted or prohibited based on this County evaluation. The ordinance also requires that potential homebuyers be notified that property is located in a flood area. In addition, all construction must adhere to the Georgia State Minimum Standard Codes (Uniform Codes Act). The minimum standards established by these codes provide reasonable protection to persons and property within structures that comply with the regulations for most natural hazards.

According to the National Flood Insurance Reform Act, a repetitive loss structure is defined as "…a building covered by a contract for flood insurance that has incurred flood-related damages on two occasions during a 10-year period ending on the date of the event for which a second claim is made, in which the cost of repairing the flood damage, on the average, equaled or exceeded 25 percent of the market value of the building at the time of each such flood event." **As of December 2020, there are no official residential "repetitive loss structures" on file for Lumpkin County.** *Specific addresses for repetitive loss structures cannot be included in this Plan, but a current list of these structures may be viewed in GMIS by authorized individuals, as determined by the EMA Director.*

Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

C. Assets Exposed to Hazard – In evaluating assets that may potentially be impacted by the effects of flooding, the HMPC determined that, although all critical facilities, public and private property are potentially susceptible to flooding, structures located within the vicinity of the Chestatee River, Etowah River, Yahoola Creek (which forms Ted Taft Copeland Dam), Cane Creek, Clay Creek, Hurricane Creek, Ward Creek, and other tributaries that empty into the Chestatee and Etowah Rivers are the most susceptible.

The following GEMA map identifies the locations of critical facilities in relationship to the known flooding hazard areas located within the County and City.



Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

D. Estimate of Potential Losses – For loss estimate information, please refer to the Critical Facilities Database (Appendix A).

E. Multi-Jurisdictional Concerns – Any portion of Lumpkin County can potentially be impacted by flooding. All mitigation steps taken related to flooding will be pursued on a countywide basis and include the City of Dahlonega. According to GMIS flood maps, the County and each of the municipalities all have significant flood-prone areas within their jurisdictions.

Within Lumpkin County, the most flood prone areas are located in the vicinity of Buffington Rd, Cain Bridge Rd, Empire Dr, Col. Farrow Rd, Fox Hollow Rd, SR60 at SR400, SR60 in front of the Dollar General store, Little Mountain Rd at Woods Dr, Reid Chapman Rd, Wahoo Creek Rd, Horton Rd, Jay Bridge Rd, Johnny Collins Rd, Lumpkin County Pkwy, Pecks Mill Creek Rd, Rider Mill Rd, Roy Grindle Rd, Walnut Valley Dr, Walter Caldwell Rd, Willow Pond Rd, and Winters Mountain Rd.

Within the City of Dahlonega, the most flood prone areas are located in the vicinity of Golden Ave, West Circle, Barlow Rd, Wimpy Mill Picnic Area on Wimpy Rd, Park St, Martin St, and SR60 at the Chestatee River. Two of the City's main concerns are the Chestatee River and localized flooding due to a clogged or undersized storm drain system.

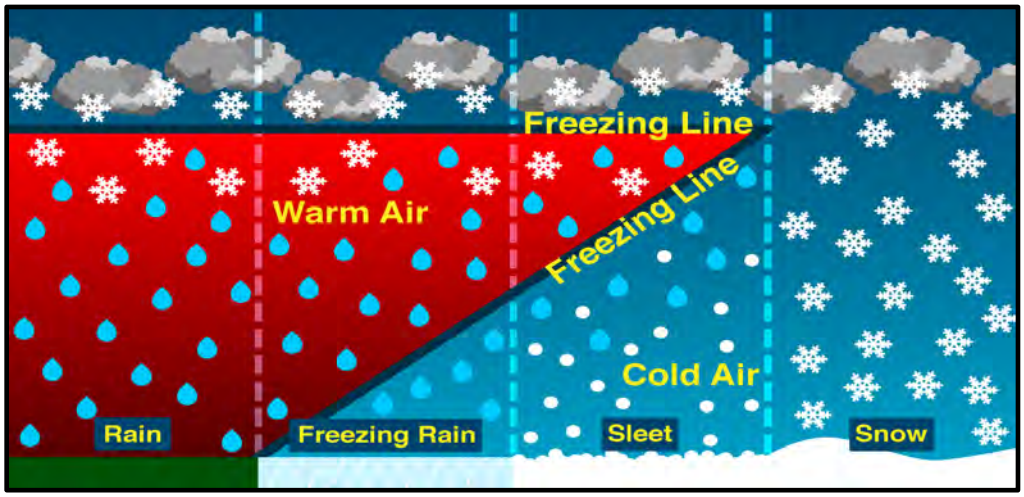
F. Hazard Summary – Severe flooding has the potential to inflict significant damage within Lumpkin County. Mitigation of flood damage requires the community to have knowledge of flood-prone areas, including roads, bridges, bodies of water, and critical facilities, as well as the location of the County's designated shelters. The Lumpkin County HMPC identified flooding as a hazard requiring mitigation measures and identified specific mitigation goals, objectives and action items they deemed necessary to lessen the impact of flooding. These findings are found in *Chapter 5*.

Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

2.4 Winter Storms



A. Hazard Identification – The Lumpkin County HMPC researched historical data from the National Climatic Data Center, The National Weather Service, as well as information from past newspaper articles and various online resources relating to winter storms in Lumpkin County. Winter storms bring the threat of freezing rain, ice, sleet, snow and the associated dangers. A heavy accumulation of ice, especially when accompanied by high winds, devastates trees and power lines. Such storms make highway travel or any outdoor activity extremely hazardous due to falling trees, ice, and other debris. The diagram below demonstrates the formation of these different forms of precipitation.

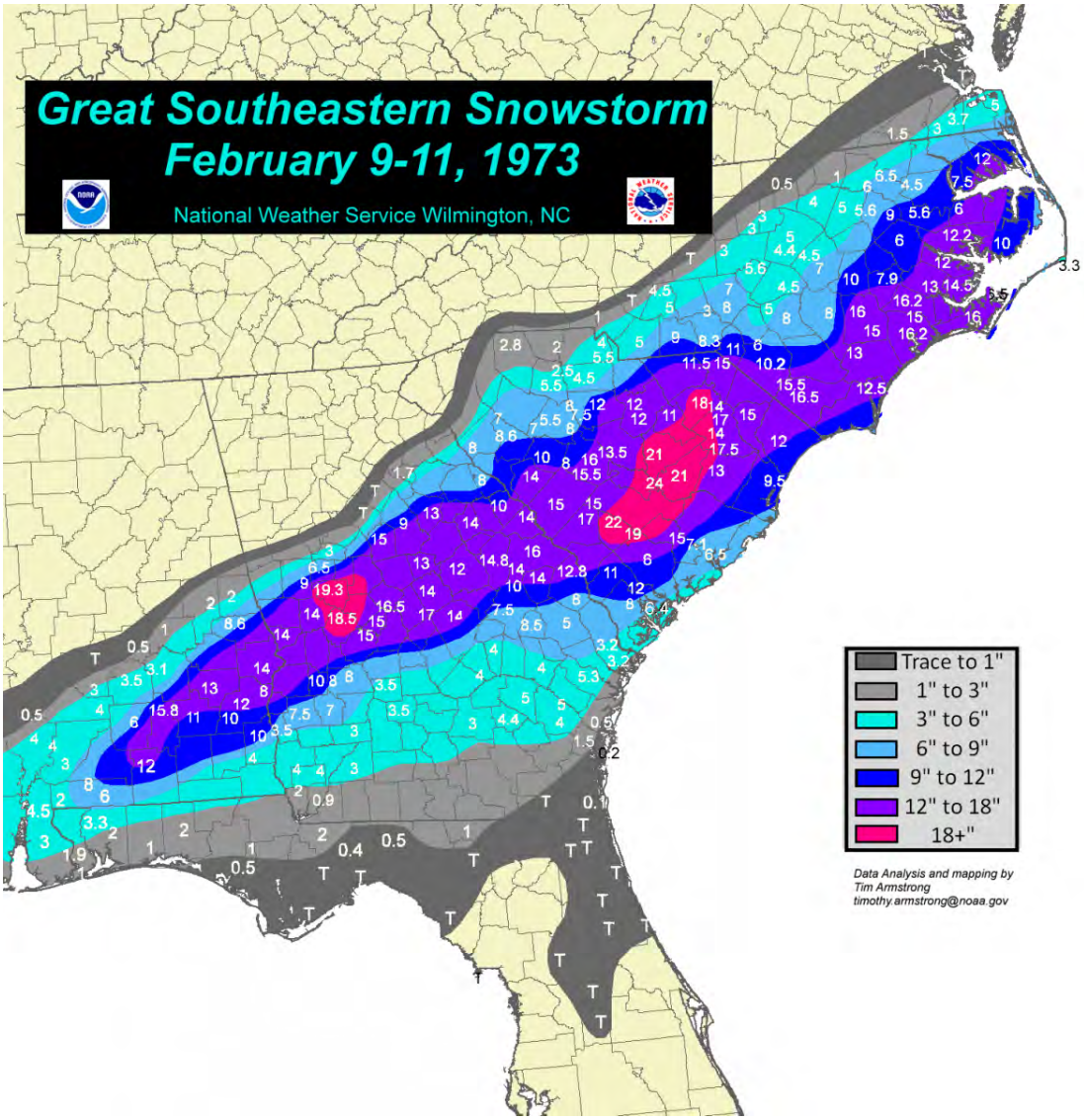


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B. Hazard Profile – Although winter storms occur relatively infrequently, they have the potential to wreak havoc on the community when they do strike. Winter storms within Lumpkin County typically cause damage to power lines, trees, buildings, structures, and bridges, to varying degrees. Portions of the County with higher elevations have highways with steep grades, resulting in very hazardous travel conditions when they are covered with frozen precipitation. Another hazard exists due to the large tree population. Trees and branches weighed down by snow and ice become very dangerous to person and property.

<u>February 9-11, 1973 Great Southeastern Snowstorm</u>

One of the greatest snowstorms in Southeastern United States history occurred February 9-11, 1973. This storm dropped one to two feet of snow across a region that typically sees only an inch or two of snow per year. New all-time snowfall records were established in a number of locations in Georgia, North Carolina and South Carolina. Measurable snow fell along the Gulf Coast from Texas to Florida.



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Deep South of Nation Is Knee-Deep in Snow

ATLANTA (UPI)—A "once-in-a-hundred-years" snowstorm whipped across the Deep South today, blanketing the Mississippi Gulf Coast and dumping nearly a foot of snow on the midsection of Georgia.

The storm, rolling rapidly out of Louisiana, was blamed for three traffic deaths as it whipped through Mississippi and Alabama and spawned a line of squalls in Florida that damaged half a dozen homes near Stuart.

Eleven inches of snow was on the ground at Macon and the city was practically snowbound. The mayor there declared a state of emergency.

The National Guard was called out to rescue stranded motorists in central and south Georgia. It was the heaviest snowfall in a decade on the Mississippi Gulf Coast

Sleet and freezing rain hit the Carolinas' coastland early today and Wilmington, N.C., was blanketed with six inches of snow.

The storm followed a beltline pattern, and except for frigid temperatures, missed Atlanta and North Georgia completely.

"This is probably what you would call a once-in-a-hundred years snow," said Columbus Mayor J. R. Allen. "And certainly the city is not equipped with snowplows and equipment for this situation."

The city measured nine inches of snow by early today.

Hazardous travel warnings were issued for northwest Florida and winds of from 25 to 30 miles an hour brought rough seas and high tides to Tampa.

South Carolina braced against sleet and freezing rain along the coastal areas and in the vicinity of Charleston and up to five inches of snow was expected today in the Aiken and Orangeburg areas.

The snow on the Mississippi Gulf Coast was the heaviest in a decade.

In Mississippi, the National Weather Service reported accumulations of two to four inches of snow along the coast and the state's highway patrol said most major bridges in the area were impassable.

Mississippi Power & Light Co. said electric service was interrupted in some areas north of the coastal region when ice accumulations snapped tree limbs and knocked down wires.

In Georgia, Columbus, Macon and Augusta reported seven inches of snow on the ground by Friday night, the heaviest ever recorded by the National Weather Service since recordkeeping was first started in 1947.

"Please get off the streets and go home for your own safety," said Columbus Mayor J. R. Allen in a special bulletin. City offices, schools and businesses shut down at noon Friday as the snow began to mount.

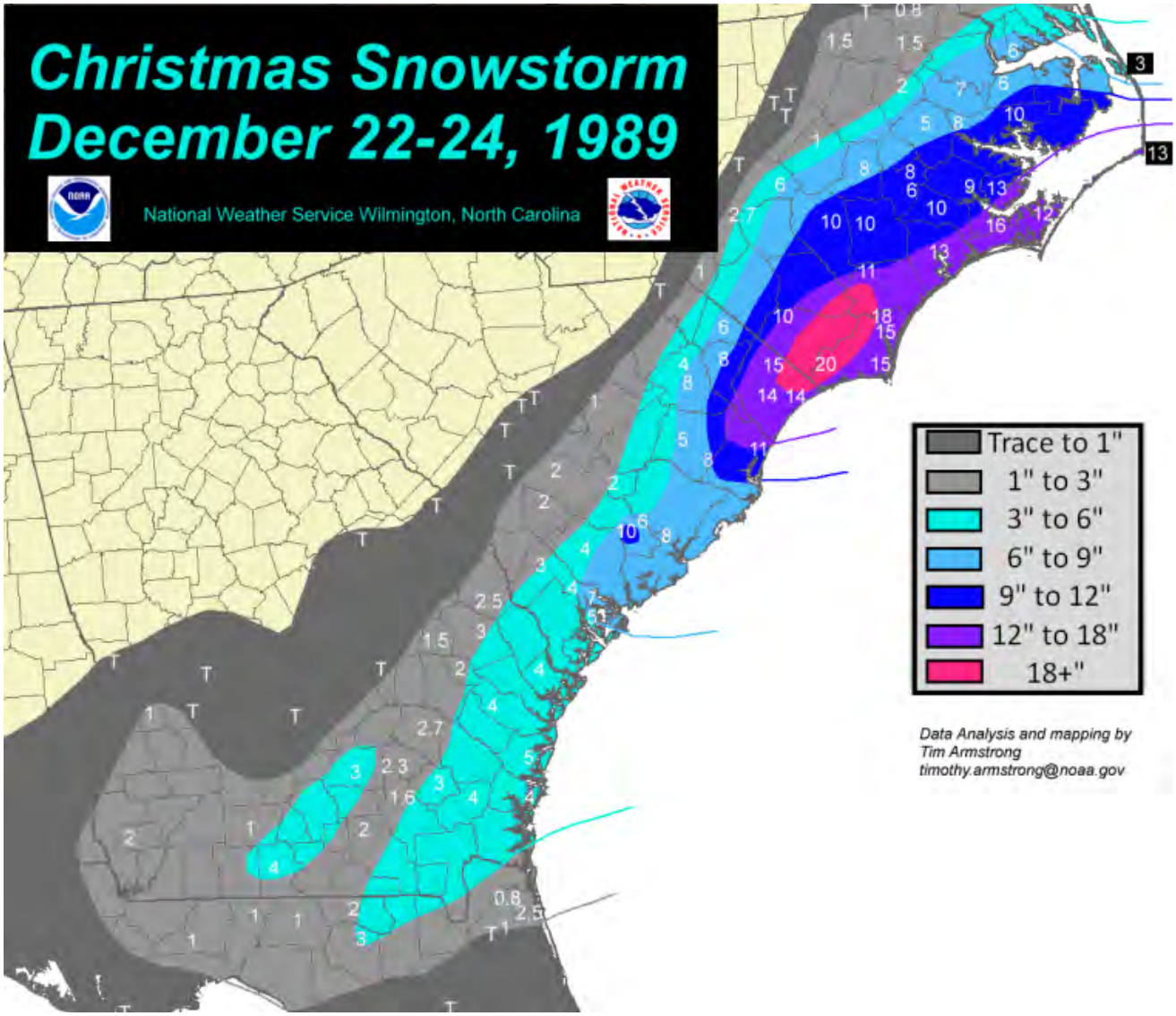
Georgia Gov. Jimmy Carter ordered the National Guard into rescue work on U.S. Highway 80 below Thomaston, where some 20 vehicles, including a Greyhound bus, were snowed in. The rescue teams evacuated occupants of the vehicles, sending them to a special disaster shelter for the night.

National Guard generators also provided emergency power for the hospital at Preston, in Webster County.

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December 22-24, 1989 Christmas Snowstorm

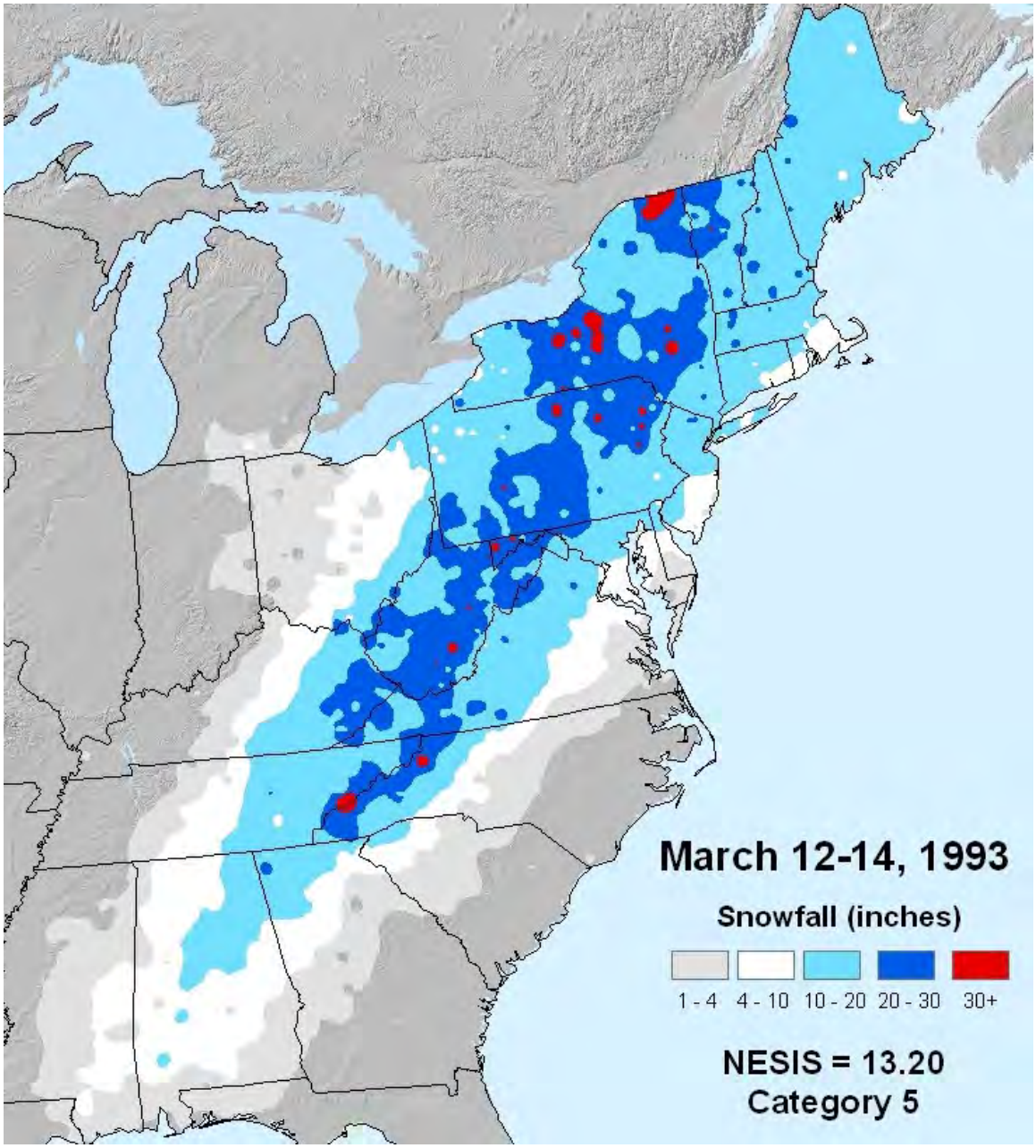
The largest snowstorm in history for the Southeast U.S. coast occurred just before Christmas 1989. This storm broke all-time snowfall records in Wilmington (15.3 inches), Cape Hatteras (13.3 inches), Charleston (8 inches), and Savannah (3.6 inches). Measurable snow fell as far south as Jacksonville and Tallahassee, Florida, and snow flurries were reported in Tampa and near Sarasota. In addition to record amounts of snow unprecedentedly cold temperatures accompanied the storm. All-time record lows were smashed across coastal North Carolina. Arctic air flooded south into Florida as well with record lows observed all across the peninsula. Even Key West, FL reached 44 degrees tying the coldest December temperature ever seen. The Florida citrus industry suffered severe injury with newspaper reports indicating "nearly total destruction". This particular storm had little effect on Lumpkin County specifically, but shows the threat to the area.



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March 12-14, 1993 Storm of the Century

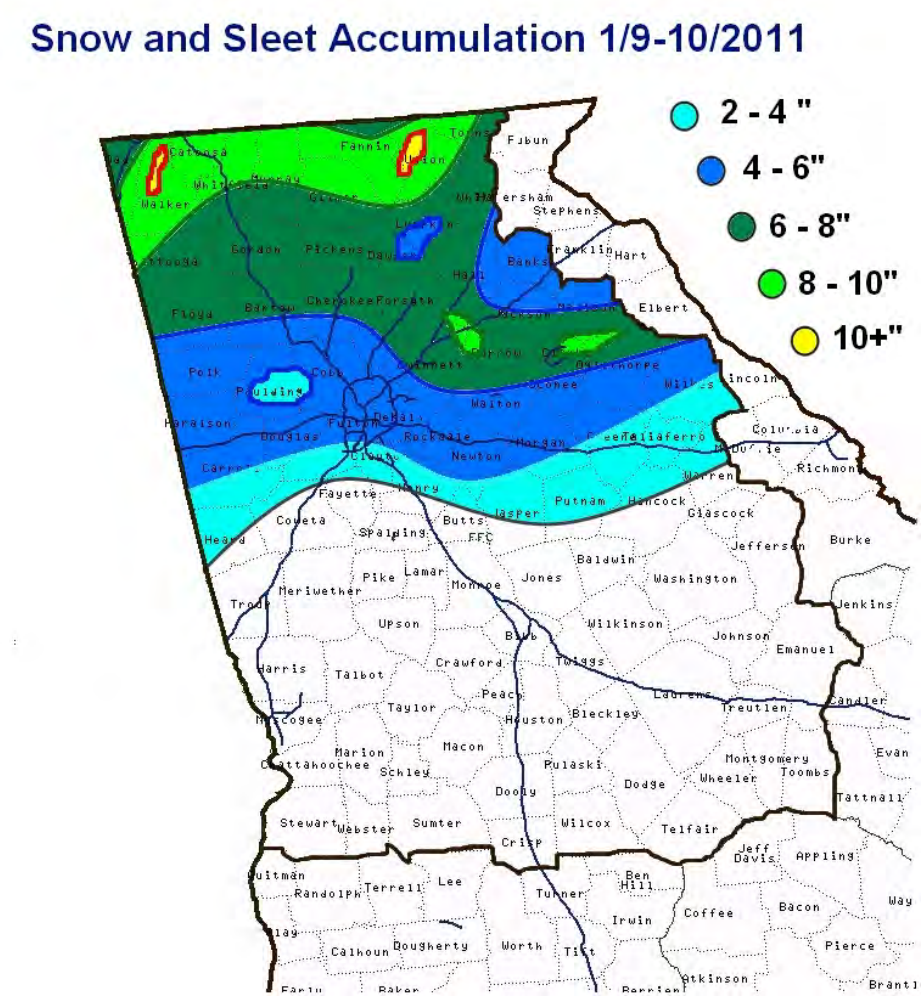
The Superstorm of 1993 (also called the Storm of the Century) was one of the most intense mid-latitude cyclones ever observed over the Eastern United States. The storm will be remembered for its tremendous snowfall totals from Alabama through Maine, high winds all along the East coast, extreme coastal flooding along the Florida west coast, incredibly low barometric pressures across the Southeast and Mid-Atlantic, and for the unseasonably cold air that followed behind the storm. In terms of human impact the Superstorm of 1993 was more significant than most landfalling hurricanes or tornado outbreaks and ranks among the deadliest and most costly weather events of the 20th century. Lumpkin County accumulation was between 10 and 20 inches.



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January 9-10, 2011 Winter Storm

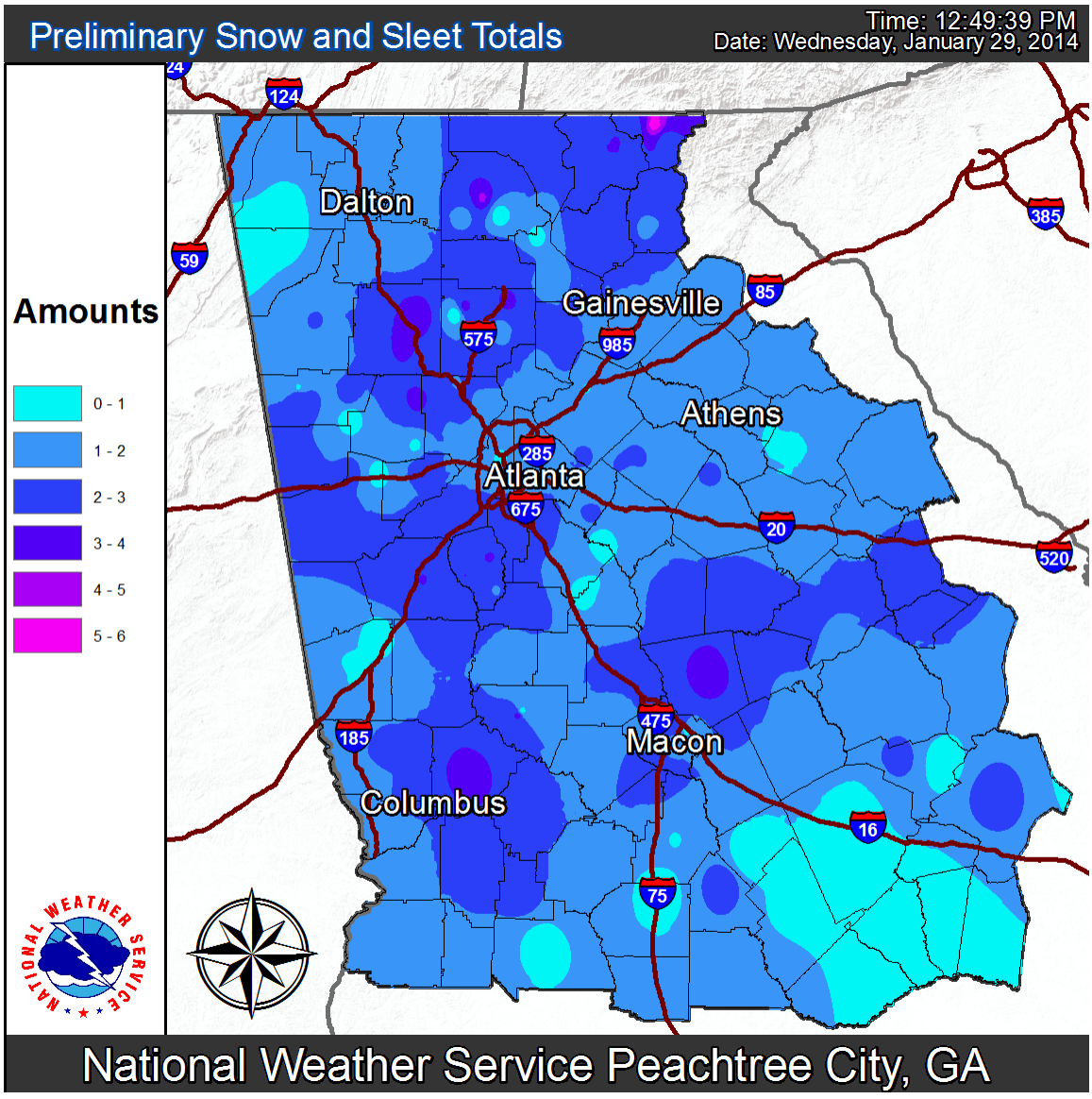
Beginning Sunday, January 9, 2011, a mix of rain, sleet and snow fell across central Georgia, with accumulations of up to two inches. In north Georgia, where the cold air was deeper, precipitation fell in the form of mostly snow with some sleet. Between 10 p.m. and midnight on Sunday, an area of intense snow developed along and just north of the I-20 corridor, contributing to a narrow band of 6-8.5 inches total snowfall amounts in Eastern Georgia. To the north of I-20, the airmass was sufficiently cold and moist to produce widespread snowfall amounts greater than 6 inches. In the northernmost counties of Georgia, and especially at higher elevations, snowfall amounts of 8-10 inches were common. The heavier snow and sleet accumulations began tapering off by mid-day Monday, but temperatures hovered at or below freezing throughout the day. Persistent freezing drizzle and light freezing rain across much of central and northern Georgia on Monday helped extend the winter event into the afternoon. Reports of ice accumulations from 0.1- 0.5 inches were received on Monday – mainly across central Georgia. Lumpkin County averaged 4-8 inches.



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January 28, 2014 Winter Storm

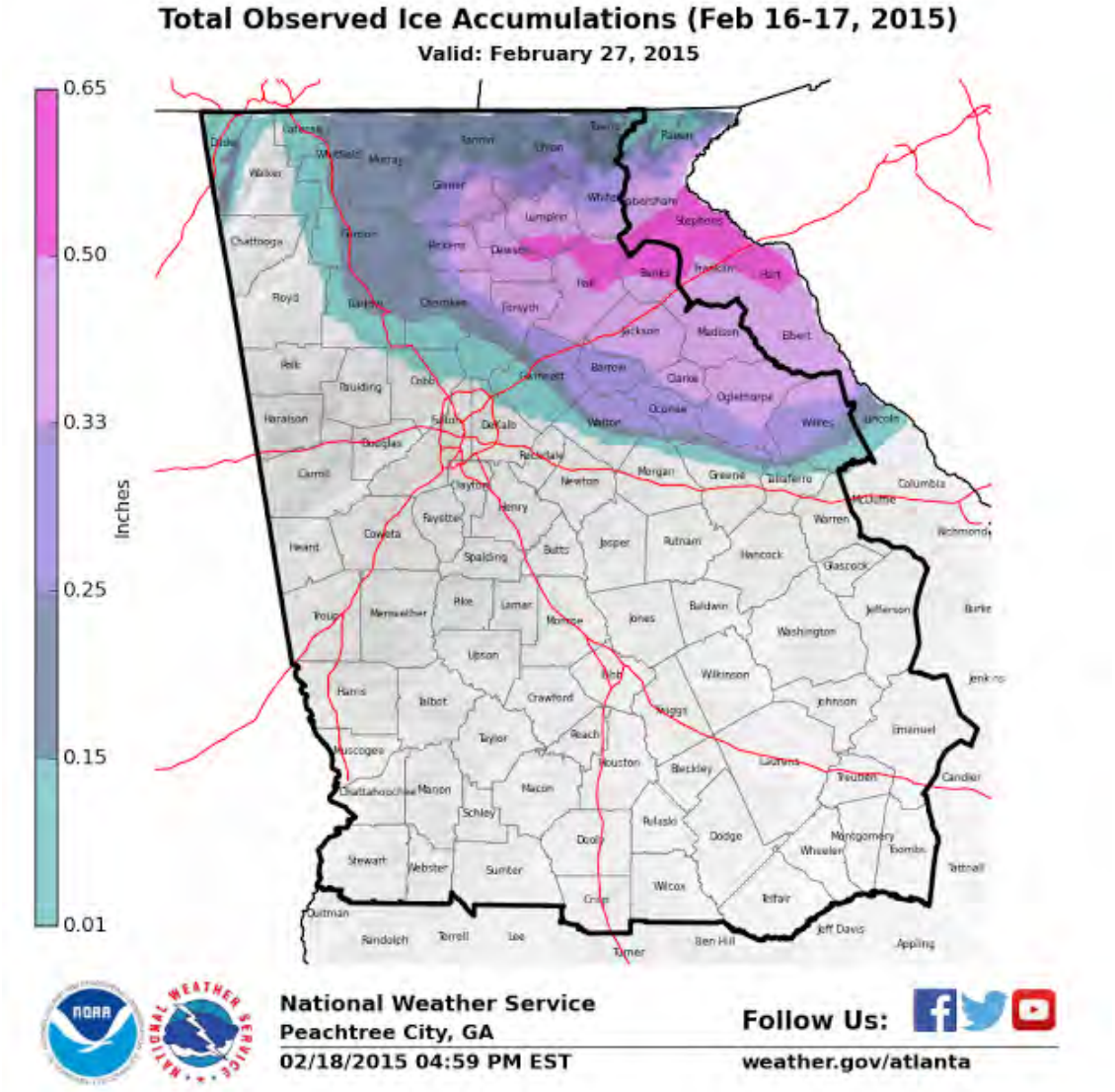
A cold arctic airmass that originated over northern Canada moved rapidly across the central United States on Monday, January 27, 2014. The advancing cold front moved rapidly out of the midwest and across north and central Georgia Monday night. By Tuesday morning, January 28, 2014, temperatures were already below freezing across northwest Georgia, and by afternoon, north and west Georgia temperatures were below freezing. By Tuesday night freezing temperatures were reported across the entire area. During this time, a 500 millibar (mb) short wave was moving out of the southwest United States and into the western Gulf of Mexico. By Tuesday this disturbance was spreading moisture out of the Gulf and across the Southeast. This resulted in a mix of winter precipitation across north and central Georgia with mostly snow across north Georgia, and a mix of freezing rain, sleet and snow across much of central Georgia. Lumpkin County accumulation totals were between 1 and 3 inches.



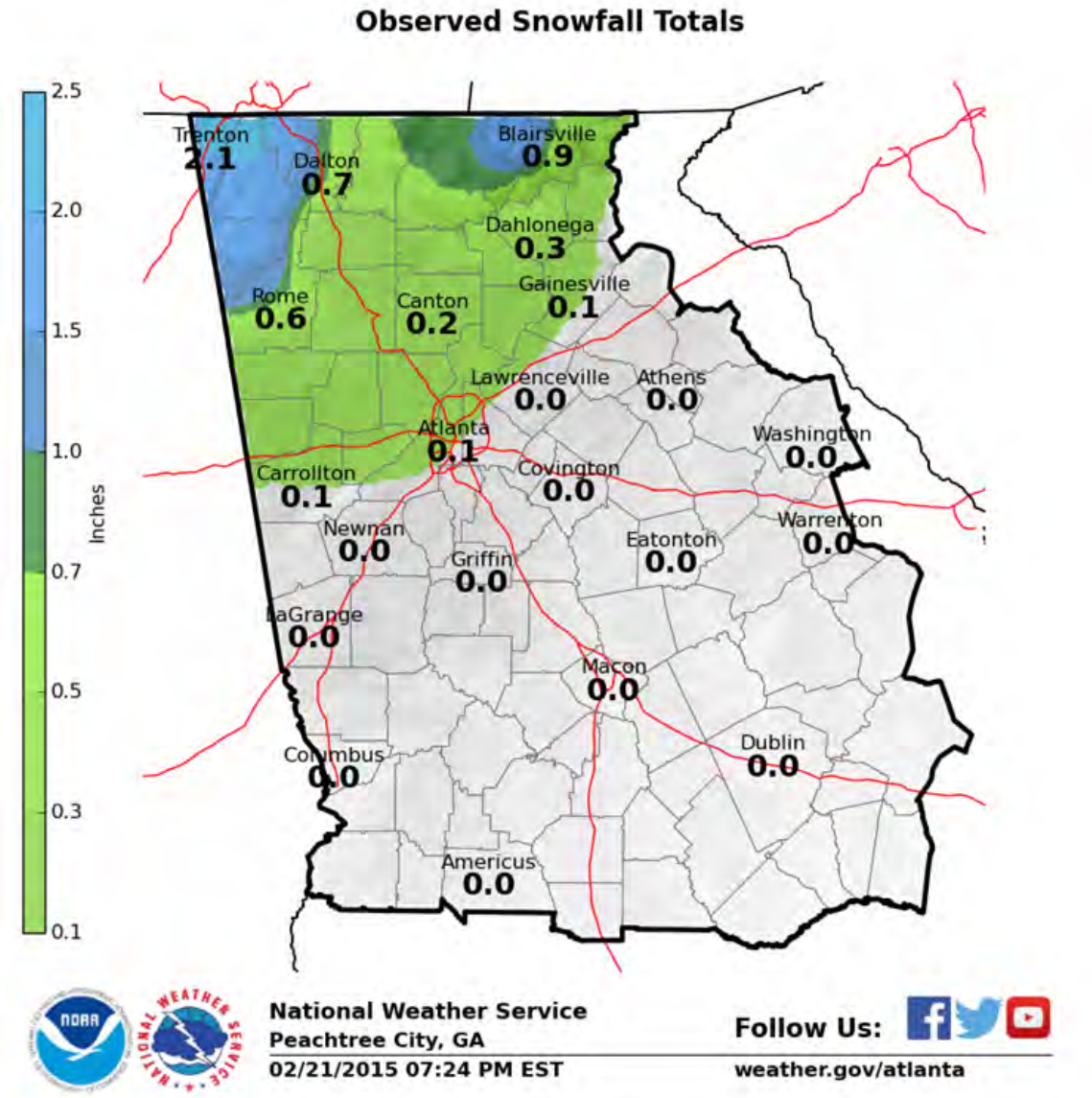
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February 16-17, 2015 Winter Storm

A significant winter storm to affect Lumpkin County occurred in mid-February of 2015. A strong cold front pushed across Georgia by the morning of February 15th, bringing in plenty of below freezing temperatures to north Georgia. As a low pressure system approached the area from the west on February 16th, warmer temperatures surged northward, bringing much of the area above freezing. However, temperatures at the surface across parts of north and northeast Georgia hovered at or below freezing as the rainfall increased, thanks to a wedge of cold air. Freezing rain continued for these areas into the early morning hours of February 17th before coming to an end. Freezing rain totals reached from 1/4" to 1/2" in some areas, leading to widespread tree and power line damage. By the morning of February 17th, more than 200,000 customers were without power, generally for the northeast Atlanta metro area and points north and east. Lumpkin County was affected most severely in its southern portions. The following map shows ice accumulations and snowfall totals in Lumpkin County and surrounding areas.



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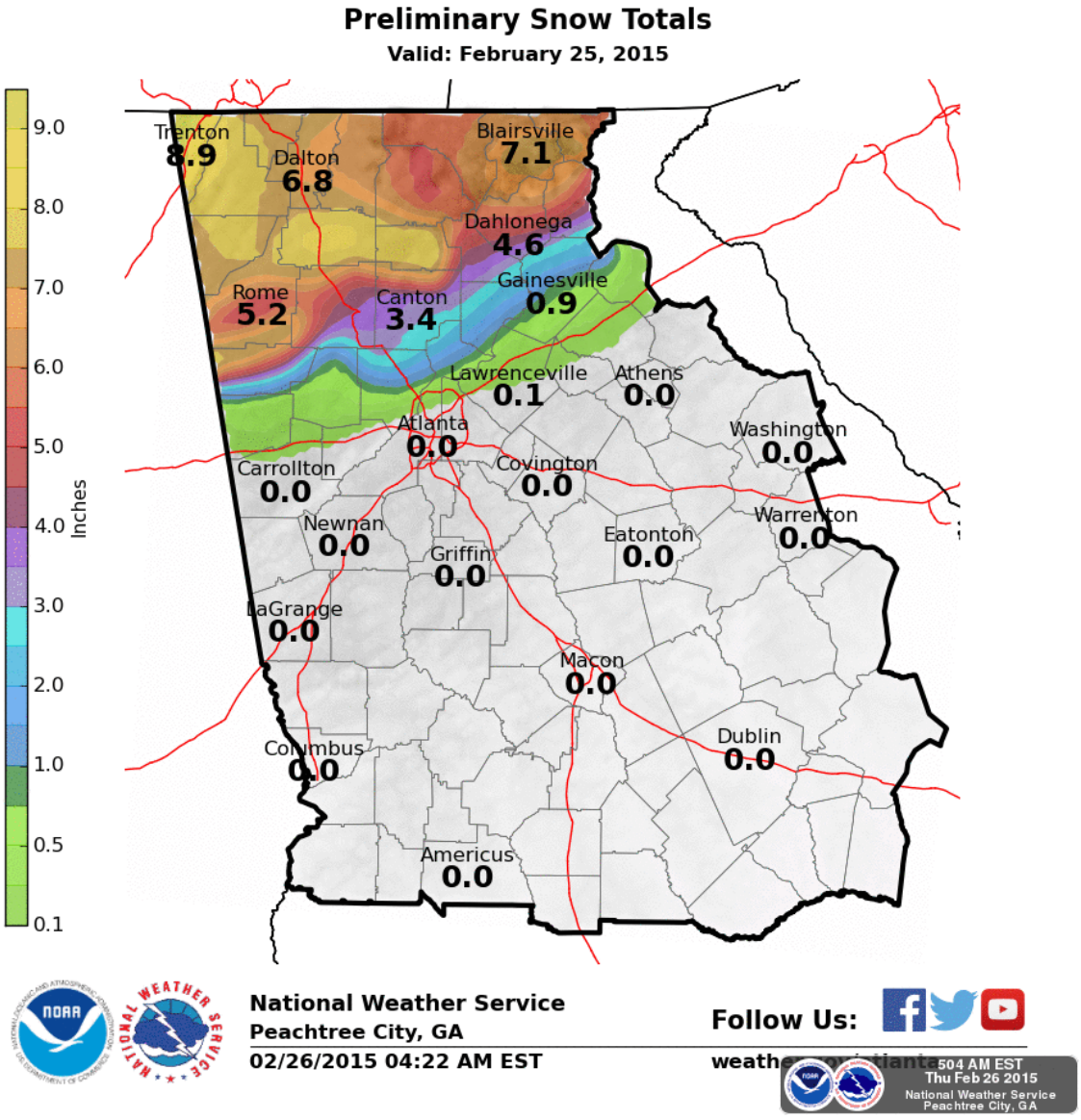


On April 6, 2015, Governor Nathan Deal requested a major disaster declaration due to the severe winter storm during the period of February 15-17, 2015. On April 20, 2015, President Obama declared that a major disaster exists in the State of Georgia. This declaration made Public Assistance requested by the Governor available to state and eligible local governments and certain private nonprofit organizations on a cost-sharing basis for emergency work and the repair or replacement of facilities damaged by the severe winter storm in Banks, Barrow, Dawson, Elbert, Forsyth, Franklin, Habersham, Hall, Jackson, Lumpkin, Madison, Oglethorpe, Pickens, Stephens, and White Counties. This declaration also made Hazard Mitigation Grant Program assistance requested by the Governor available for hazard mitigation measures statewide.

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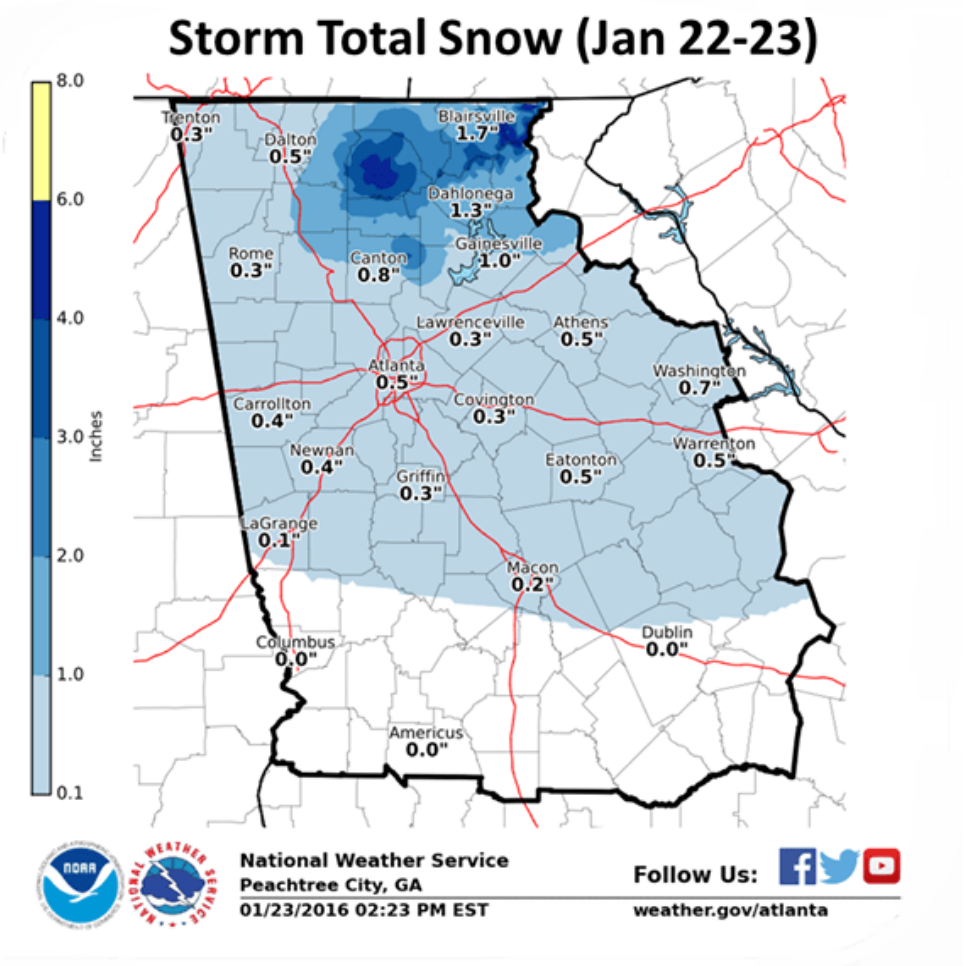
February 25, 2015 Winter Storm

Winter continued to let its presence be known across north Georgia on February 25, 2015. Moisture across the southeast spread over-top of dry, cold surface air already in place across north Georgia, causing temperatures to rapidly cool to near or just below freezing. Rain changed to a heavy, wet snow, generally across the Atlanta metro and areas northward. Towards evening, the surface low advected warmer air from the Gulf as far north as the Atlanta metro, changing snow to a rain/freezing rain mix. Areas north of the metro continued to experience snow, heavy at times, as low-level cold air remained in place. Most areas across far north Georgia received between 7-10 inches of snow, with a tight snow gradient setting up just north of the metro. Travel impacts were significant and widespread, as the heavy, wet snow stuck to roadways and accumulated quickly. This system rapidly exited the area overnight and into the morning hours of February 26, 2015. Lumpkin County accumulation was approximately 4.6 inches.



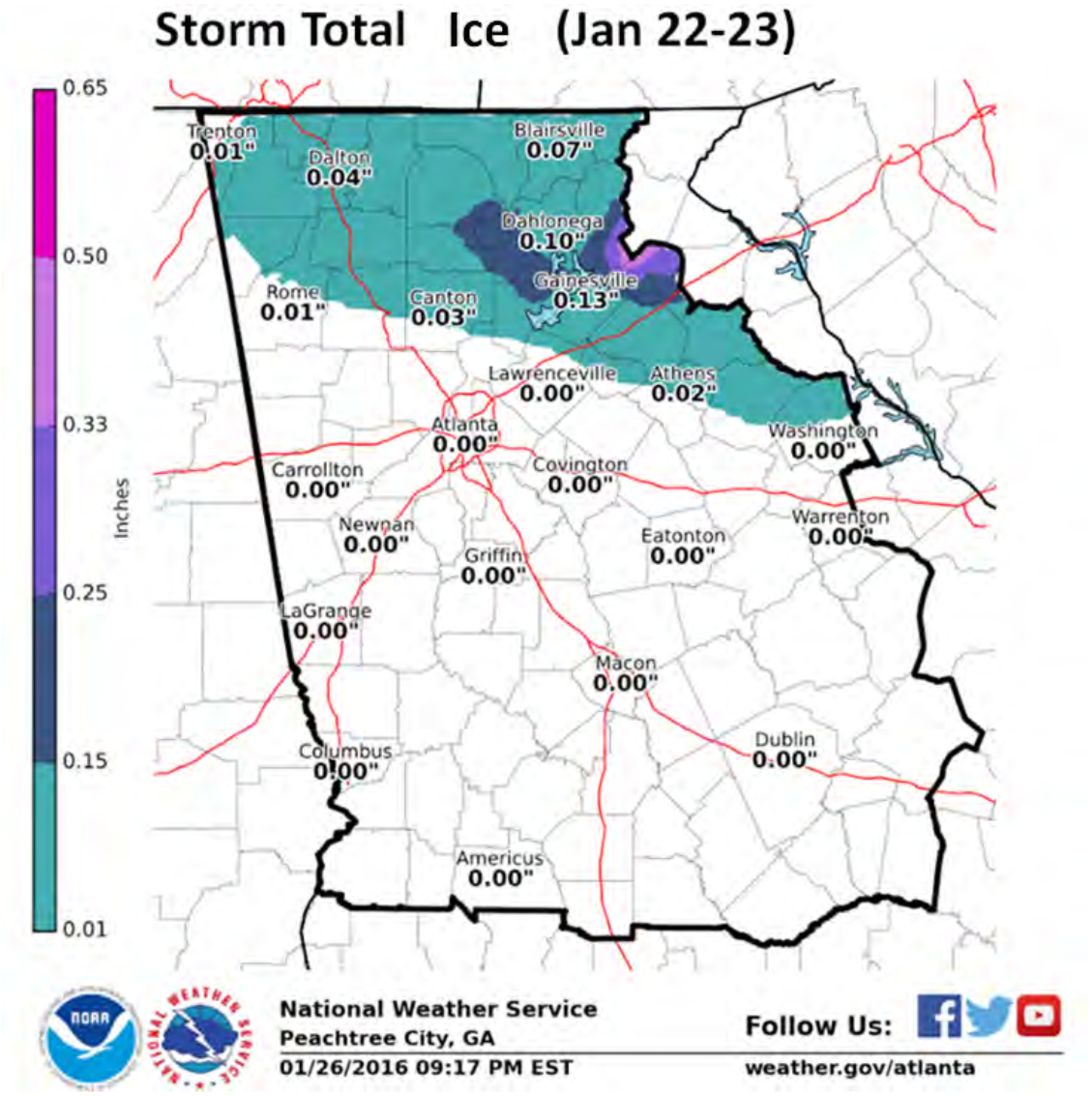
January 22-23, 2016 Winter Storm

A winter weather event impacted most of north Georgia from Friday, January 22nd through the morning of Saturday, January 23rd. This event resulted in light snowfall accumulations as far south as central Georgia, with more significant snow and ice accumulations in the north Georgia mountains. Snow totals ranged as high as 6+" in far north Georgia. This snow and ice was in association with a low pressure system moving into Georgia. Rain changed to frozen precipitation as cold air filtered in, which led to bands of light snow across a large portion of the area. The rain initially changed to freezing rain and snow in northeast Georgia as a wedge of cold air advected into these locations. By midnight Saturday morning, most of the remaining precipitation had transitioned into snow. This is the same system that led to blizzard conditions across the mid-Atlantic and parts of the northeastern United States. Lumpkin County received between 1 and 2 inches of snow.



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Some accumulations of freezing rain also occurred prior to the onset of most of the snow. Accumulations were light across portions of north Georgia, though a couple of locations did see accumulations over 1/4 inch. Lumpkin County saw accumulations of 1/10 inch.



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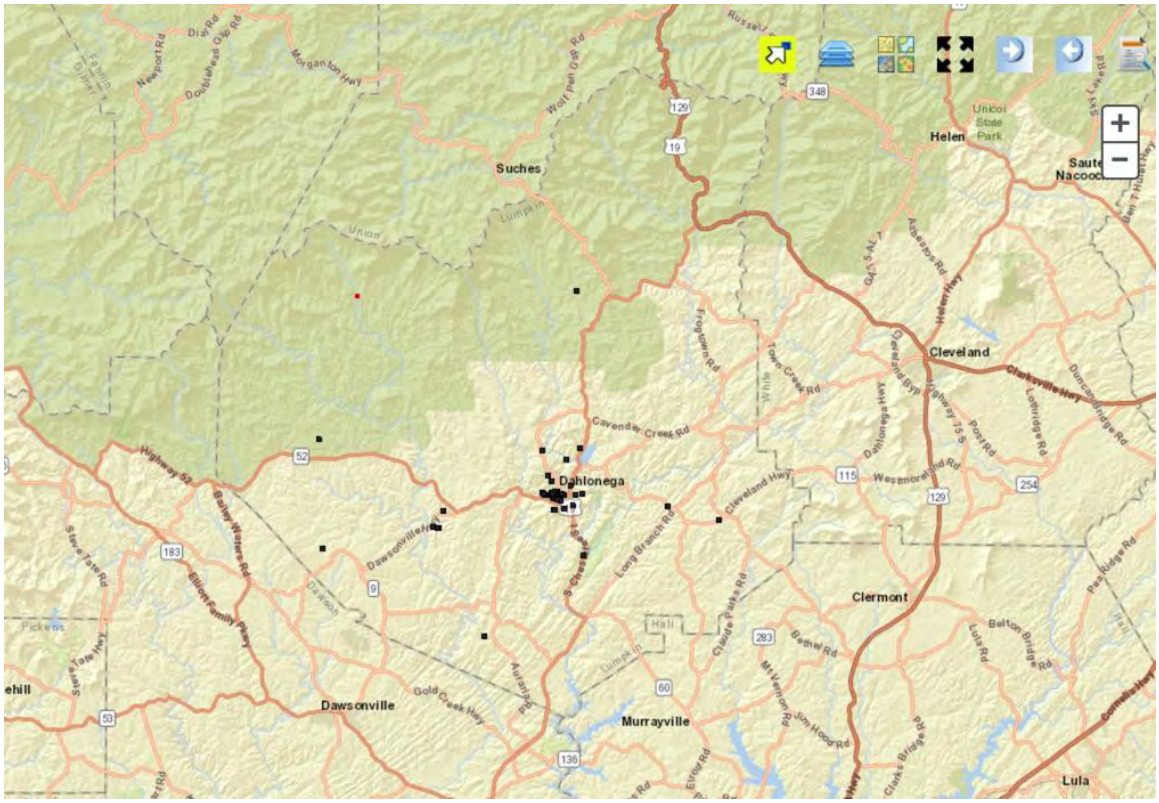
NCDC records show that 71 winter storms occurred within the County over the past fifty years, which equates to a 142% annual frequency based upon reported events. However, winter storm events were obviously underreported during the first few decades of the fifty-year history since reported events for the twenty-year history equals 55, equating to a much higher 275% annual frequency. It may be best to place higher consideration on the more consistent 5, 10 and 20-year histories when considering the threat that winter storm events present to the County. The following chart provides annual frequency of reported events over the past five, ten, twenty, and fifty-year periods. The most recent five-year period, covering the span of time since the last update to this Plan, is highlighted in gold.

Lumpkin County – Winter Storm Frequency
(based on Reported Events)

Time Period	5yrs (2016-2020)	10yrs (2011-2020)	20yrs (2001-2020)	50yrs (1971-2020)
Number of Reported Events	11	24	55	71
Frequency Average per Year	2.20	2.40	2.75	1.42
Frequency Percent per Year	220%	240%	275%	142%

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C. Assets Exposed to Hazard - All public and private property including critical facilities are susceptible to winter storms since this hazard is not spatially defined. The GEMA map below identifies critical facilities located within the hazard area, which in the case of winter storms includes all areas within the County and City.



D. Estimate of Potential Losses - For loss estimate information, please refer to the Critical Facilities Database (Appendix A).

E. Multi-Jurisdictional Concerns – Any portion of Lumpkin County can be negatively impacted by winter storms. Therefore, any mitigation steps taken related to winter storms will be pursued on a countywide basis and include the City of Dahlonega.

G. Hazard Summary – Winter storms, unlike other natural hazards, typically afford communities some advance warning. The National Weather Service issues winter storm warnings and advisories as these storms approach. Unfortunately, even with advance warning, some of the most destructive winter storms have occurred in the Southern United States, where buildings, infrastructure, crops, and livestock are not well-equipped for severe winter conditions. Motorists, not accustomed to driving in snow and icy conditions, pose an additional danger on roads and highways. The Lumpkin County HMPC recognized the potential threats of winter storms and identified specific mitigation actions. These can be found in *Chapter 5*.

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2.5 Wildfire



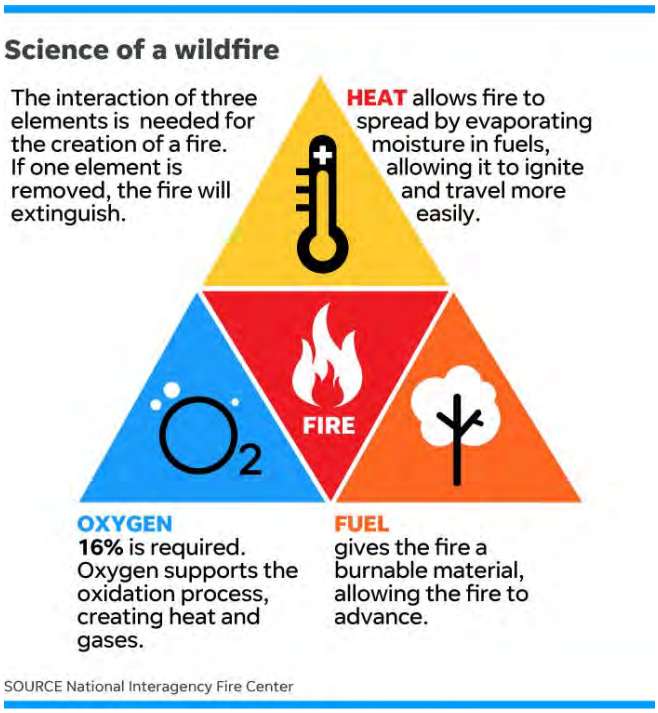
A. Hazard Identification – The Lumpkin County HMPC utilized data from Georgia Forestry Commission (GFC) and the Community Wildfire Protection Plan (CWPP) in researching wildfires and their impact on the County.

A wildfire is defined as an uncontrolled fire occurring in any natural vegetation. For a wildfire to occur, there must be available oxygen, a supply of fuel, and enough heat to kindle the fuel. Often, these fires are begun by combustion and heat from surface and ground fires and can quickly develop into a major conflagration. A large wildfire may crown, which means it may spread rapidly through the topmost branches of the trees before involving undergrowth or the forest floor. As a result, violent blowups are common in forest fires, and on rare occasion they may assume the characteristics of a firestorm. A firestorm is a violent convection caused by a continuous area of intense fire and characterized by destructively violent surface indrafts. Sometimes it is accompanied by tornado-like whirls that develop as hot air from the burning fuel rises. Such a fire is beyond human intervention and subsides only upon the consumption of everything combustible in the locality. No records were found of such an event ever occurring within Lumpkin County, but this potential danger will be considered when planning mitigation efforts.

The threat of wildfire varies with weather conditions: drought, heat, and wind participate in drying out the timber or other fuel, making it easier to ignite. Once a fire is burning, drought, heat, and wind all increase its intensity. Topography also affects wildfire, which spreads quickly uphill and slowly downhill. Dried grass, leaves, and light branches are considered flash fuels; they ignite readily, and fire spreads quickly in them, often

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generating enough heat to ignite heavier fuels such as tree trunks, heavy limbs, and the matted duff of the forest floor. Such fuels, ordinarily slow to kindle, are difficult to extinguish. Green fuels (growing vegetation) are not considered flammable, but an intense fire can dry out leaves and needles quickly enough to allow ready ignition. Green fuels sometimes carry a special danger: evergreens, such as pine, cedar, fir, and spruce, contain flammable oils that burst into flames when heated sufficiently by the searing drafts of a wildfire.



Tools for fighting wildfires range from the standard equipment of fire departments to portable pumps, tank trucks, and earth-moving equipment. Firefighting forces specially trained to deal with wildfire are maintained by local, state and federal entities including the Lumpkin County Fire Department, Georgia Forestry, and U.S. Forest Service. These trained firefighters may attack a fire directly by spraying water, beating out flames, and removing vegetation at the edge of the fire to contain it behind a fire line. When the very edge is too hot to approach, a fire line is built at a safe distance, sometimes using strip burning or backfire to eliminate fuel in the path of the uncontrolled fire or to change the fire's direction or slow its progress. Backfiring is used only as a last resort.

The control of wildfires has developed into an independent and complex science costing hundreds of millions of dollars annually in the United States. Because of the extremely rapid spreading and customary inaccessibility of fires once started, the chief aim of this work is prevention. However, despite the use of modern techniques (e.g., radio communications, rapid helicopter transport, and new types of chemical firefighting apparatus) more than 10 million acres of forest are still burned annually. Of these fires, about two thirds are started accidentally by people, almost one quarter are of incendiary origin, and more than 10% are due to lightning.

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B. Hazard Profile – Wildfires are a serious threat to Lumpkin County.

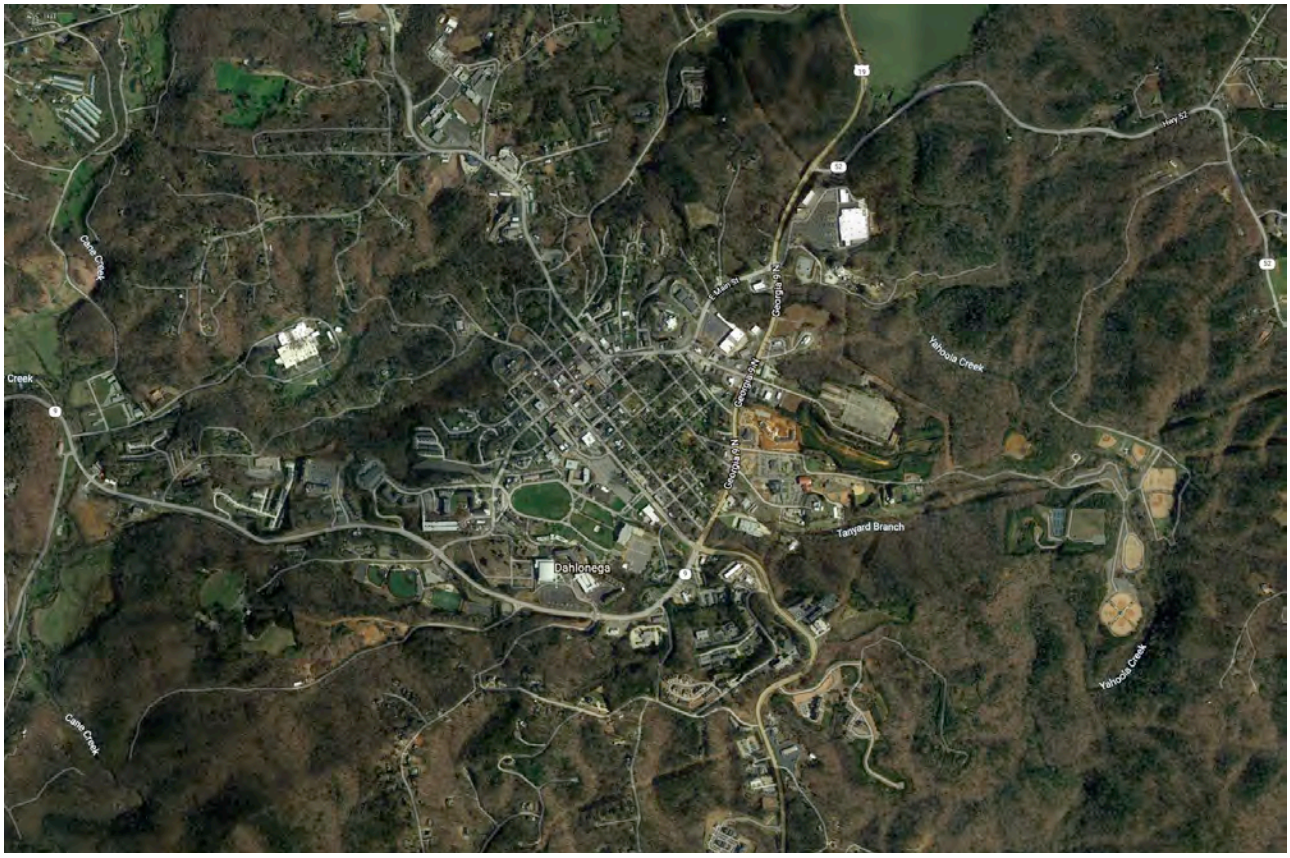
The South is one of the fastest growing regions in the nation, with an estimated population growth of 1.5 million people per year. The South also consistently has the highest number of wildfires per year. Population growth is pushing housing developments further into natural and forested areas where most of these wildfires occur. This situation puts many lives and communities at risk each year. In particular, the expansion of residential development from urban centers out into rural landscapes, increases the potential for wildland fire threat to public safety and the potential for damage to forest resources and dependent industries. This increase in population across the region will impact counties and communities that are located within the Wildland Urban Interface (WUI). The WUI is described as the area where structures and other human improvements meet and intermingle with undeveloped wildland or vegetative fuels. Population growth within the WUI substantially increases the risk from wildfire.

The most recent version of the following WUI map demonstrates the large population living within the WUI in the state of Georgia. This would only have increased in the years since.



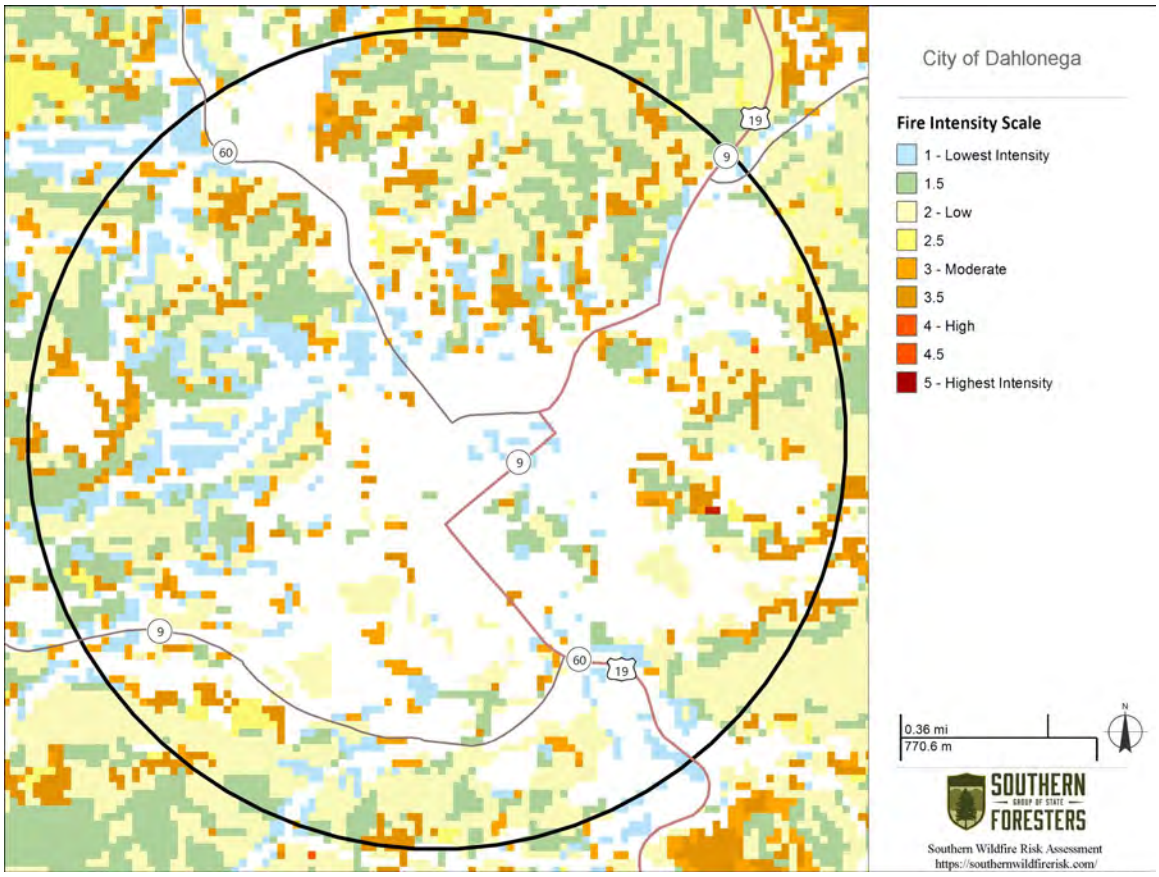
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For the City of Dahlonega project area, it is estimated that 3,322 people or 96.3 % percent of the total project area population (3,450) live within the WUI. (Source: SouthWRAP)



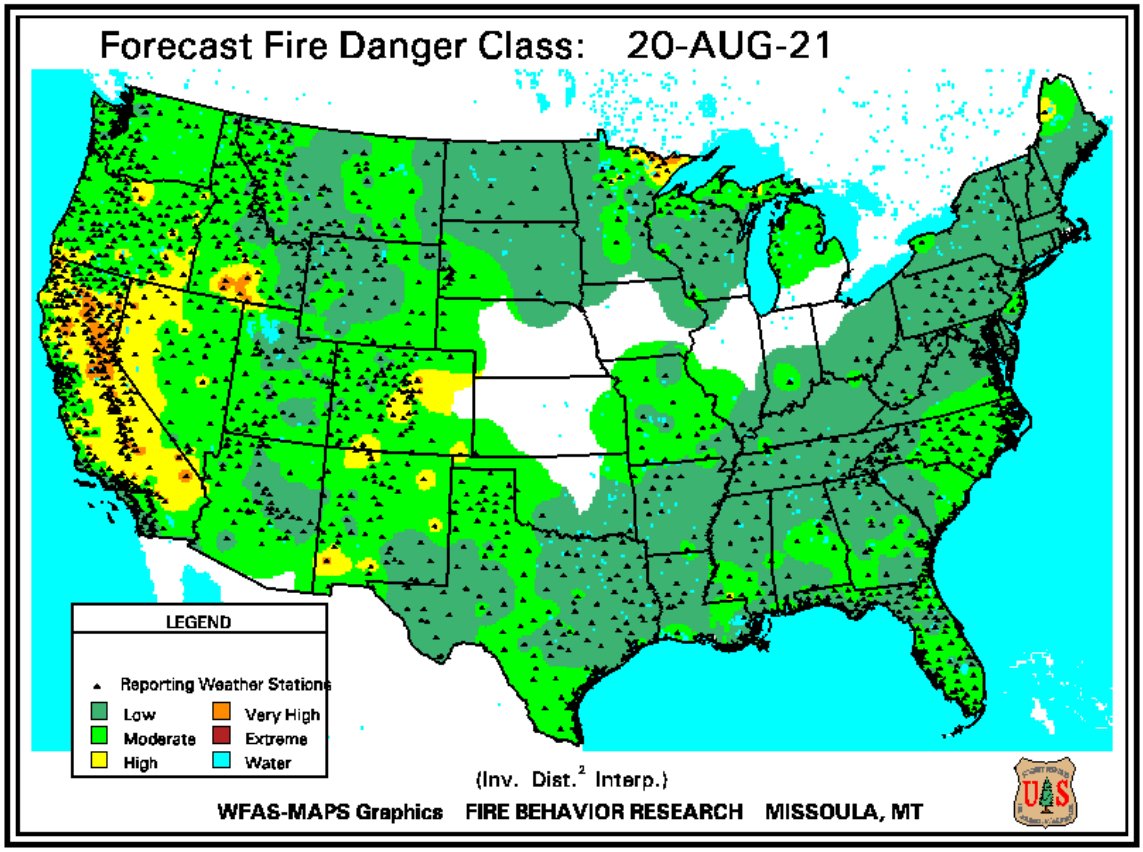
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Characteristic Fire Intensity Scale (FIS) specifically identifies areas where significant fuel hazards and associated dangerous fire behavior potential exist based on a weighted average of four percentile weather categories. Similar to the Richter scale for earthquakes, FIS provides a standard scale to measure potential wildfire intensity. FIS consist of 5 classes where the order of magnitude between classes is ten-fold. The minimum class, Class 1, represents very low wildfire intensities and the maximum class, Class 5, represents very high wildfire intensities. See SouthWRAP map below of the City of Dahlonega.



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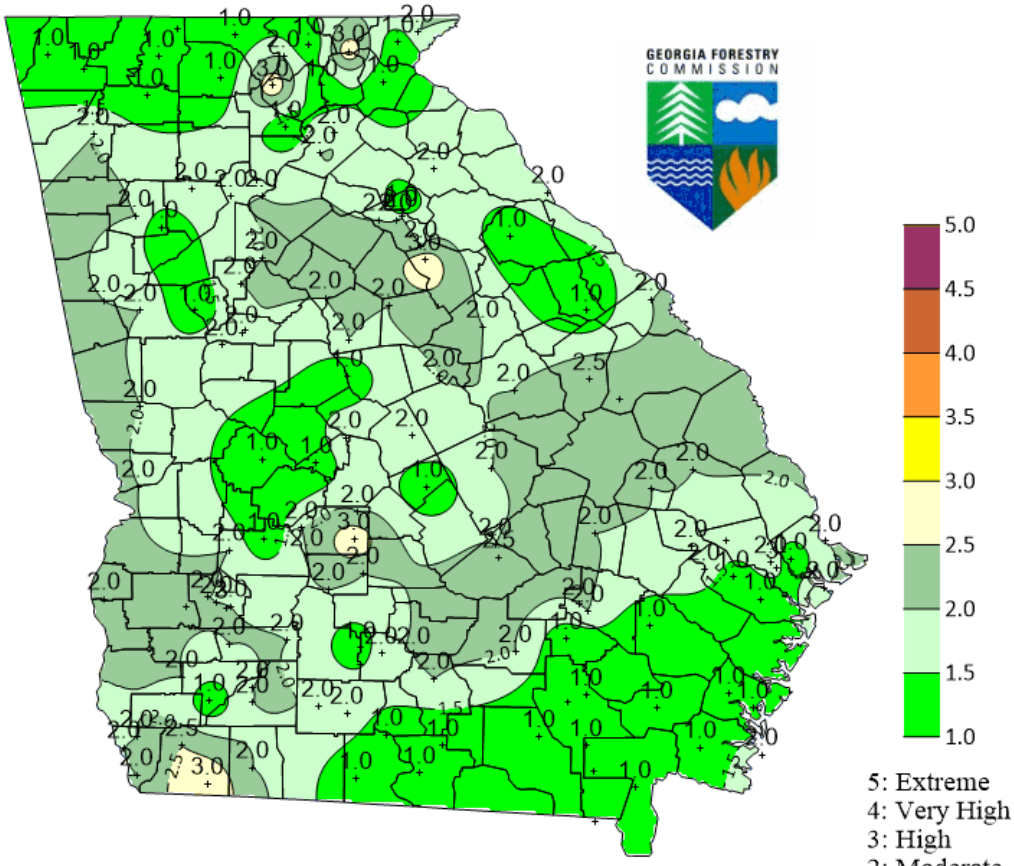
As of August 20, 2021, Lumpkin County's threat of wildfire was classified as "low" by the U.S. Forest Service. However, this status can change from week to week. See the following map.



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As of August 19, 2021, Lumpkin County's "Fire Danger Rating" is classified as "low" to "moderate".

Fire Danger Rating
as of August 19, 2021 230pm



Georgia Automated Environmental Mornitoring Network provided 75% of the stations in the map.

The Georgia Forestry Commission meteorologist produces the above map each afternoon at 230pm by utilizing National Fire Danger Rating System output from weather station locations across Georgia. Values are interpolated between the stations to produce the map.
The system is designed to cover large geographical areas. Localized conditions may differ from the above map based on local rainfall, windspeeds, and relative humidity.

For more detailed information select 'weather' on our web site.

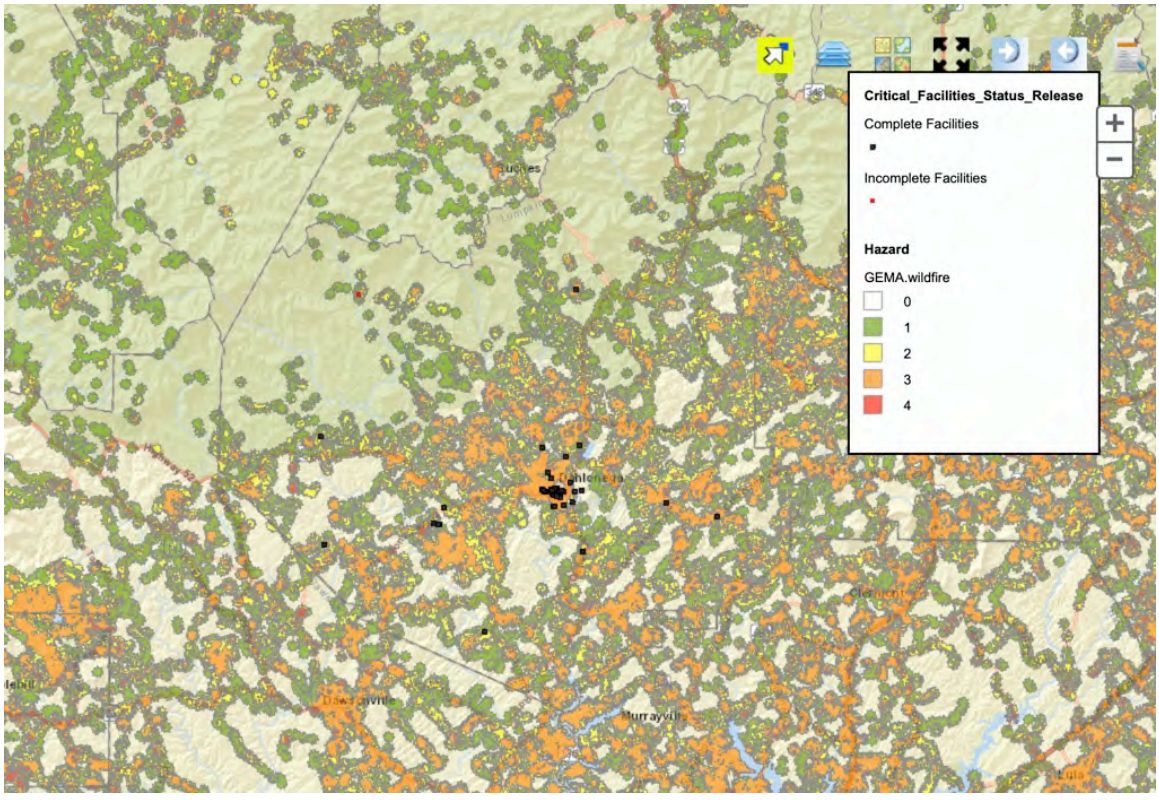
If you have questions contact Daniel Chan at 1-800-GATREES.

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GFC records show that 2,701 wildfires occurred within the County over the past fifty years, which equates to a 5,402% annual frequency based upon reported events. Over the course of the entire 50-year period that frequency has steadily declined. It would appear that wildfire activity has decreased over time within the County. The following chart provides annual frequency of reported events over the past five, ten, twenty, and fifty-year periods. The most recent five-year period, covering the span of time since the last update to this Plan, is highlighted in gold.

Lumpkin County – Wildfire (based on Reported Events)				
Time Period	**5yrs (2016-2020)**	**10yrs (2011-2020)**	**20yrs (2001-2020)**	**50yrs (1971-2020)**
Number of Reported Events	**170**	**395**	**1089**	**2701**
Frequency Average per Year	**34.00**	**39.50**	**54.45**	**54.02**
Frequency Percent per Year	**3400%**	**3950%**	**5445%**	**5402%**

C. Assets Exposed to Hazard – In evaluating assets that are susceptible to wildfire, the committee determined that all public and private property is susceptible to wildfire, including all critical facilities. The GEMA maps on the following pages display the wildfire risk potential for Lumpkin County and each of the municipalities, including locations of critical facilities within the hazard areas. The following key applies to each of the maps.



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Many portions of the County and City have been classified under Wildfire Threat Category 3 (Moderate Threat) as shown in the map above. Smaller areas within the County include Wildfire Threat Categories 1 (Very Low Threat) and 2 (Low Threat), among the lowest threats on a scale of 0 to 4, as well as Category 4 (High Threat) in a few isolated areas.

D. Estimate of Potential Losses – In most of the documented cases of wildfire within Lumpkin County, relatively little information on damages, in terms of dollars, was available. The potential commercial value of the land lost to wildfire cannot be accurately calculated, other than replacement costs of structures and infrastructure. With regard to the land itself, aside from the loss of timber and recreation, the damage is inestimable in terms of land rendered useless by ensuing soil erosion, elimination of wildlife cover and forage, and the loss of water reserves collected by a healthy forest. For available loss estimate information, please refer to the Critical Facilities Database (Appendix A).

E. Multi-Jurisdictional Concerns – Despite low countywide wildfire threat classifications, any portion of Lumpkin County has to potential to be impacted by wildfire. One reason for this is the common interface between urban developments and the forest. Any steps taken to mitigate the effects of wildfire should be undertaken on a countywide basis and include the City of Dahlonega. An estimated 96.3 % percent of the population of Dahlonega lives within the WUI, representing a significant wildfire threat.

F. Hazard Summary – Wildfires pose a serious threat to Lumpkin County in terms of property damage, as well as injuries and loss of life. Wildfires are one of the most frequently occurring natural hazards within the County each year. Based on the frequency of this hazard, as well as its ability to inflict devastation most anywhere in the County, the mitigation measures identified in this plan will be thoroughly pursued. Specific mitigation actions related to wildfire are identified in *Chapter 5*.

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2.6 Drought



A. Hazard Identification –The term "drought" has various meanings, depending upon context. To a farmer, a drought is a period of moisture deficiency that affects the crops under cultivation (even two weeks without rainfall can stress many crops during certain periods of the growing cycle). To a water manager, a drought is a deficiency in water supply that affects water availability and water quality. To a meteorologist, a drought is a prolonged period when precipitation is less than normal. To a hydrologist, a drought is an extended period of decreased precipitation and streamflow.

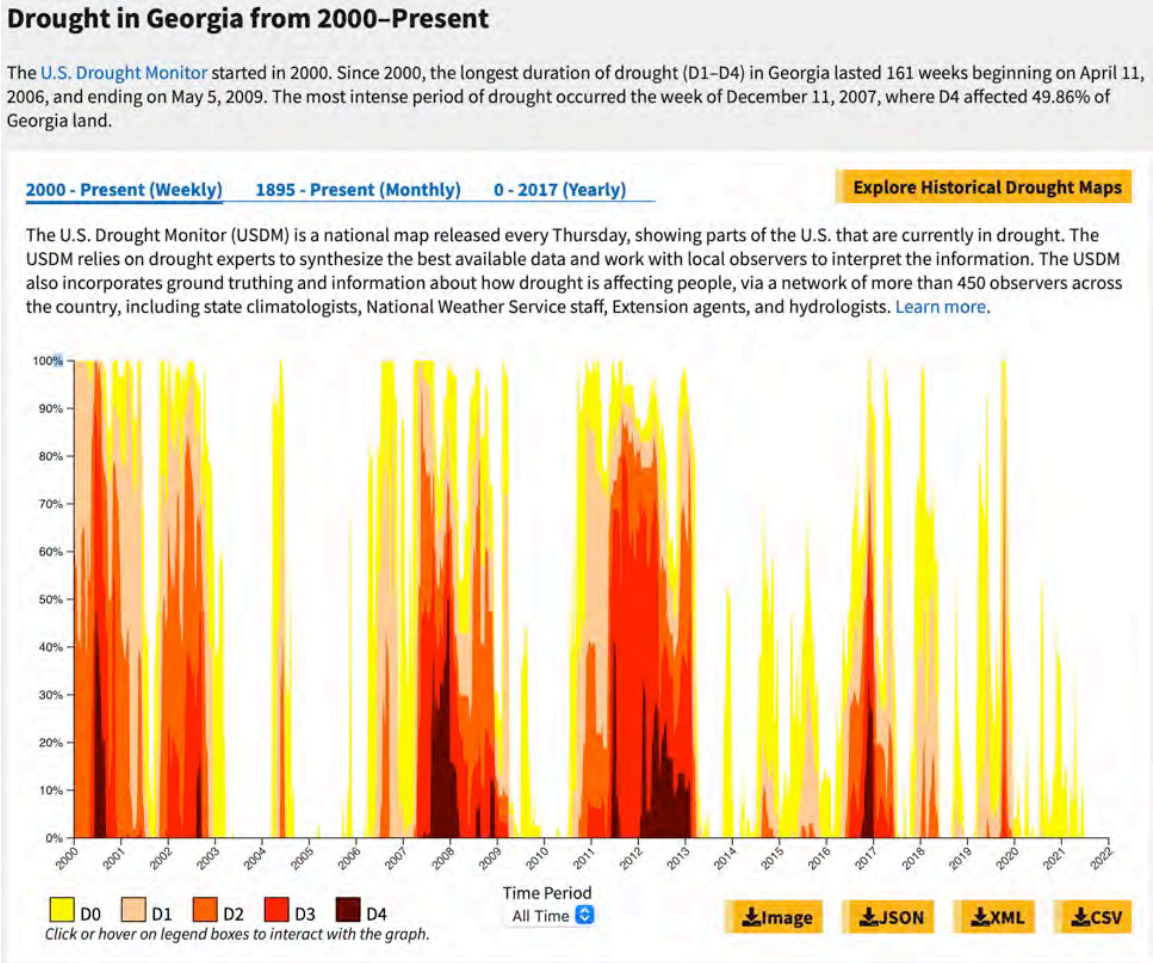
Drought is a normal, recurrent feature of climate. It occurs almost everywhere, although its features vary from region to region. Droughts in Georgia historically have severely affected municipal and industrial water supplies, agriculture (including both livestock and crops), stream water quality, recreation at major reservoirs, hydropower generation, navigation, and forest resources. Drought is also a key factor in wildfire development by making natural fuels (grass, brush, trees, dead vegetation) more fire prone.

In Georgia, droughts have been documented at U.S. Geological Survey (USGS) streamflow gaging stations since the 1890's. From 1910 to 1940, about 20 streamflow gaging stations were in operation. Since the early 1950's through the late 1980's, about 100 streamflow gaging stations were in operation. Currently, the USGS streamflow gaging network consists of more than 135 continuous-recording gages. Groundwater levels are currently monitored at 165 wells equipped with continuous recorders.

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B. Hazard Profile – The Lumpkin County HMPC reviewed historical data from the National Oceanic and Atmospheric Administration (NOAA), the National Climatic Data Center (NCDC), the U.S. Geological Survey (USGS), the Georgia Department of Natural Resources (GA DNR) and the Georgia Forestry Commission (GFC) in researching drought events of the County and the State. Most historical information related to drought within this Plan has been derived from USGS streamflow data and NOAA precipitation data. Due to the nature of drought to affect large areas of the State simultaneously and the availability of only very limited County-specific drought information, the threat of drought is looked at within this Plan from a statewide perspective. Similarly, due to limited month-by-month information on drought, this hazard will be quantified on an annual basis (either there was a drought or there was not for any given year within the State). These guidelines are also used in Appendix B and Appendix C with regard to historical hazard information.

In the State of Georgia significant drought events, as identified by USGS, NOAA and other sources, have occurred in 24 of the last 50 years. Lumpkin County was affected to varying degrees in each of those years.



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Some of the most extreme droughts to affect the State include the following:

1903-1905: According to the USGS, the 1903 to 1905 drought is "the earliest recorded severe drought in Georgia." In 1904, the U.S. Weather Bureau (today's National Weather Service) reported, "Levels in streams and wells were the lowest in several years. Many localities had to conserve water for stock and machinery and many factories were forced to close or operate at half capacity." When the 1903 drought struck, farm jobs dried up as quickly as the fields. The cities attracted many of these workers who migrated to Atlanta.

1924-1927: The drought that struck from 1924 to 1927 affected a wider area than simply north Georgia, affecting the Coosa River and Altamaha Basin as well at the Chattahoochee River. The U.S. Weather Bureau reported the lowest stream levels ever recorded in north Georgia in July-September of 1925, stating that the drought not only affected agricultural operations, but industrial operations as well. The scarcity of water had a profound influence on industrial and agricultural conditions in Georgia. This may have been the first time Georgia media used the term "Drought of the Century". Combined with the ongoing devastation from the boll weevil and technological advances in agriculture that increased efficiency and thereby reduced the number of farm jobs, migration from rural Georgia to urban Georgia increased significantly. The impact of this drought, plus other natural events, helped send the Georgia economy into a depression well before the rest of the United States.

1930-1935: Although the drought of 1930-1935 had little long-term impact on north Georgia, it contributed to the ongoing economic problems throughout the state and the United States as a whole. The USGS reports that the severity of this drought "exceeded a 25-year recurrence interval" in central and southwestern Georgia and affected much of the Country. In extreme northern and southeastern Georgia, the recurrence interval was 10–25 years. This period was also referred to as the "Drought of the Century."



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1938-1944: Many of the same areas that suffered during the 1930 to 1935 drought endured severe drought again from 1938 to 1944. The drought of 1938-1944 struck the upper Coosa River basin and the Chattahoochee River basin. According to USGS the recurrence interval exceeded 50 years in those areas. In extreme northern and southwestern Georgia, the drought had recurrence intervals of 10–25 years. It was this drought that convinced politicians to move towards massive hydroelectric projects that would supply power and keep water available to constituents throughout long dry spells. One of the key supporters of hydroelectric power in the United States was Senator Richard B. Russell, member of the Senate Appropriations Committee. The first such dam in the State, Allatoona, was begun in 1941 and completed after World War II.

1950-1957: A large statewide drought lasted from 1950 to 1957. Most streamflows had recurrence intervals exceeding 25 years according to USGS. The catastrophic drought devastated crops by 1954. This event also earned the title as "Drought of the Century." This drought was most severe in southern Georgia, with most streamflows having recurrence intervals exceeding 25 years. In northeastern Georgia, the drought severity also exceeded the 25-year recurrence interval. The low rainfall affected the length of time it took to fill Lake Lanier for the first time since its creation in 1950 and completion in 1956. In northwestern Georgia, the recurrence interval of the drought was between 10 and 25 years.

1976-1978: According to USGS, beginning in 1976, the weather over southwest Georgia turned towards a persistent pattern of late-summer drought including parts of the Chattahoochee Valley.

1980-1982: The 1980 to 1982 drought resulted in the lowest streamflows since 1954 in most areas, and the lowest streamflows since 1925 in others. Recurrence intervals of 10–25 years were common in most of Georgia. Pool levels at four major reservoirs receded to the lowest levels since first filling. Groundwater levels in many observation wells were lower than previously observed. Nearly continuous declines were recorded in some wells for as long as 20 consecutive months, and water levels remained below previous record lows for as long as nine consecutive months.

1985-1989: Many North Georgia residents remember the drought of 1985 to 1989 that saw Lake Lanier reach its lowest levels since it was filled in 1950. Streamflows touched the lows reached during the 1925 drought. Water-supply shortages occurred in Georgia in 1986. Shortages first occurred in a few Atlanta metropolitan systems, primarily because of large demand and small reservoir storage. As the drought continued, other systems in the southern part of the metropolitan area also had water-supply problems, as did several municipalities in northern and central Georgia. During 1986, the U.S. Army Corps of Engineers significantly decreased the release of water from Lake Lanier, but reservoir levels continued to recede to about 2 feet above the record minimum lake level. Ground-water levels in northern Georgia were significantly less than normal during the 1985 to 1989 drought, and shortages in ground-water supplies from domestic wells occurred in the northern one-third of the State.

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1998-2002: From 1998 through 2002, with a brief respite in 2000-2001, North Georgia suffered through a historic drought. The term "historic," in this instance, is used by weathermen to describe a drought of unusually long duration, one of the three measures of a drought. While the regional impact of a long-term drought is massive, in North Georgia's case, the drought's effect was mitigated, simply because of technology, mostly the dams built by the Corps of Engineers and others. Earlier droughts, however, did not have the benefit of these dams and had a "historic" impact on North Georgia. Shortages of surface-water supplies similar to those during 1986 occurred in the 1998 to 2002 drought. Water shortages during the summer of 2000 prompted the Georgia Department of Natural Resources to institute statewide restrictions on outdoor water use.



2006-2009: Beginning in late 2006 another drought struck north Georgia, on the heels of the earlier 5-year drought. River levels plummeted, causing lakes to fill up more slowly when water was released. Georgia politicians battled against the Army Corps of Engineers' continuous flow requirement for Lake Lanier due to the looming water shortages. The Georgia Environmental Protection Division (EPD) declared a level four drought response across the northern third of Georgia, including Lumpkin County, which prohibits most types of outdoor residential water use effective immediately.

Lake Lanier and Lake Allatoona 2007 (L to R)





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2011-2012: For two years beginning in 2011, the County was impacted once again by a relatively short, but severe drought.

2016-2017: The most recent drought began in 2016 and ended mid 2017.



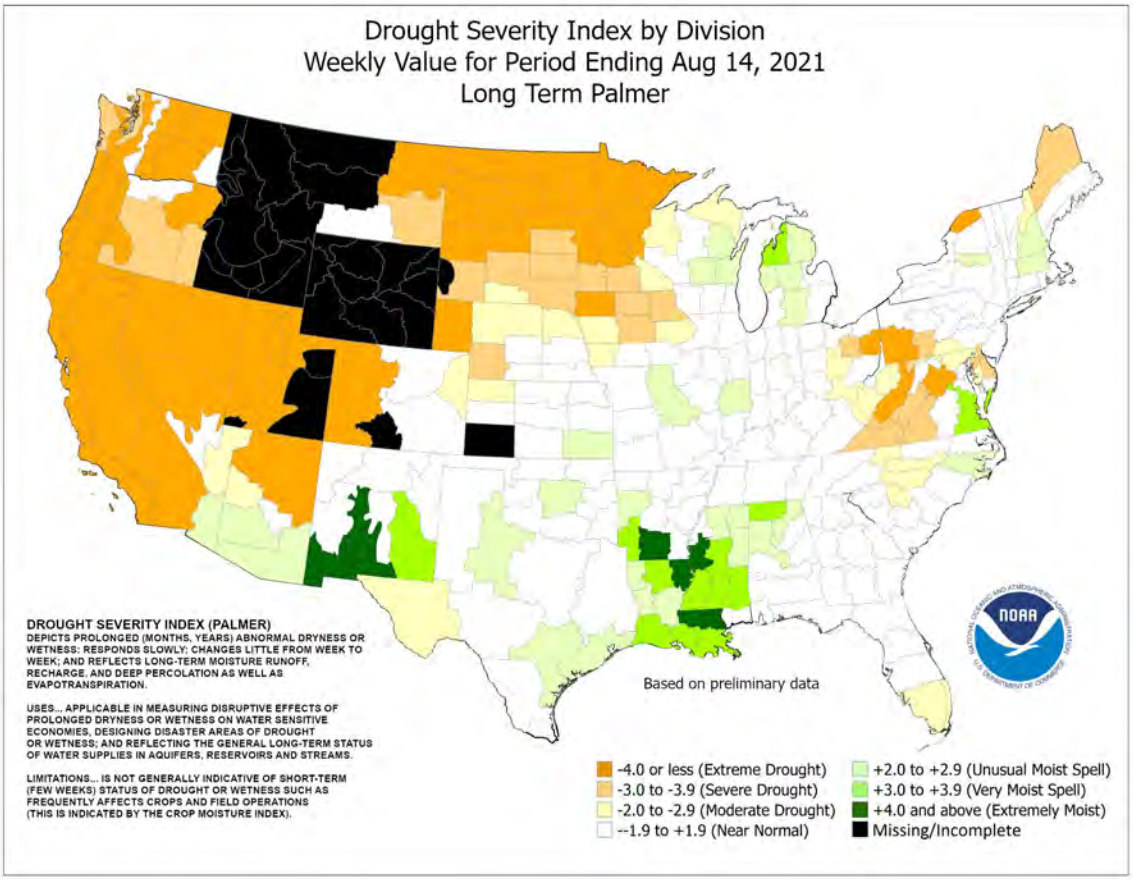
Lake Blue Ridge



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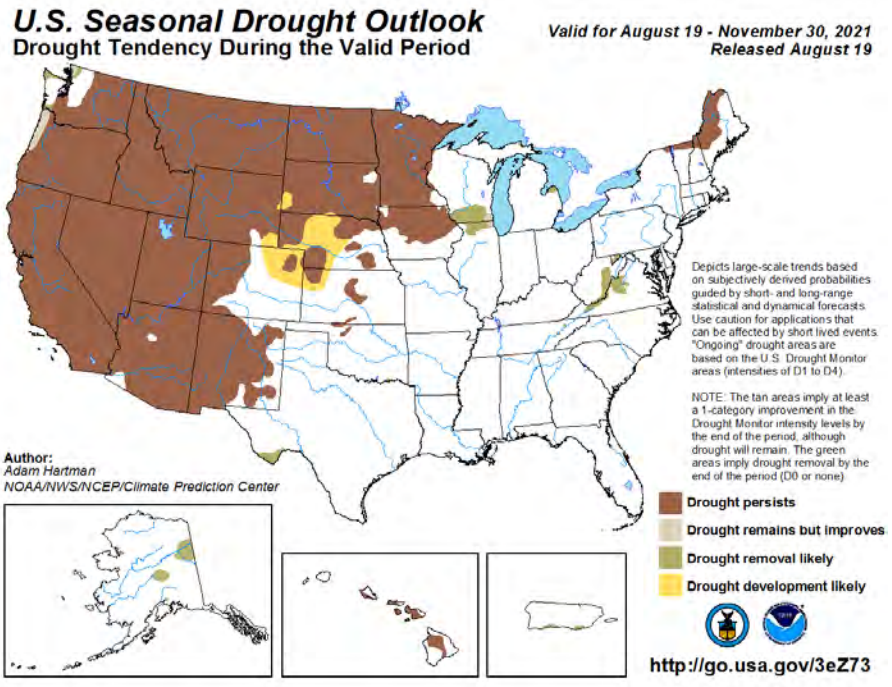
Agricultural crop damage during periods of drought is difficult to estimate. Water supplies, industries, power generation, agriculture, forests, wetlands, stream water quality, navigation, and recreation for the State of Georgia have been severely impacted over time. Because of the extremely unpredictable nature of drought (to include duration), reliably calculating a recurrence interval is difficult. The Hazard Frequency Table in Appendix C analyzes historical data from the past fifty years to provide a general idea of the frequency of drought within the State.

The Palmer Drought Severity Index map shows current drought conditions nationwide and is updated weekly. According to the map, the County's current drought status, as of August 14, 2021, is "near normal".

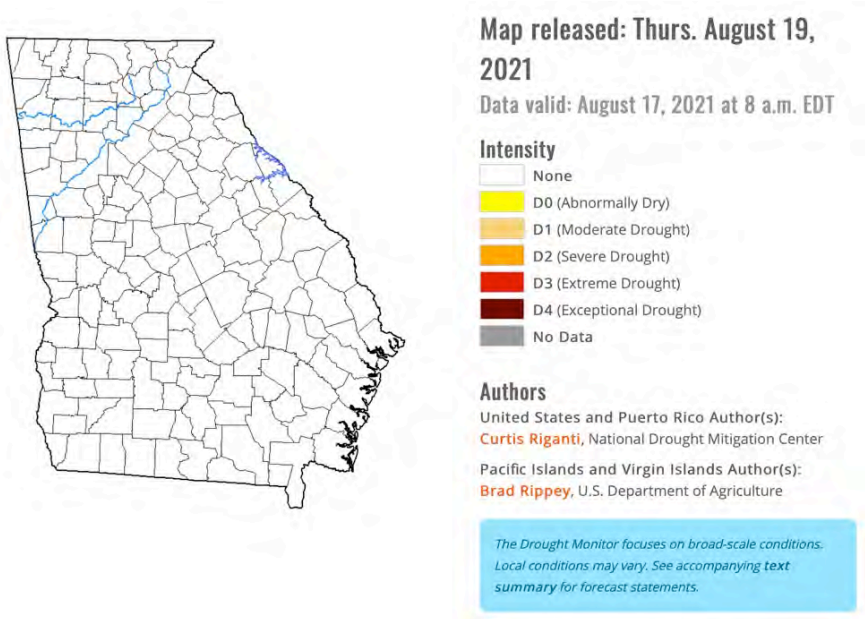


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The U.S. Seasonal Drought Outlook map, forecasts likely drought conditions through November 30, 2021, which indicates that drought conditions are unlikely in Lumpkin County within this time period.

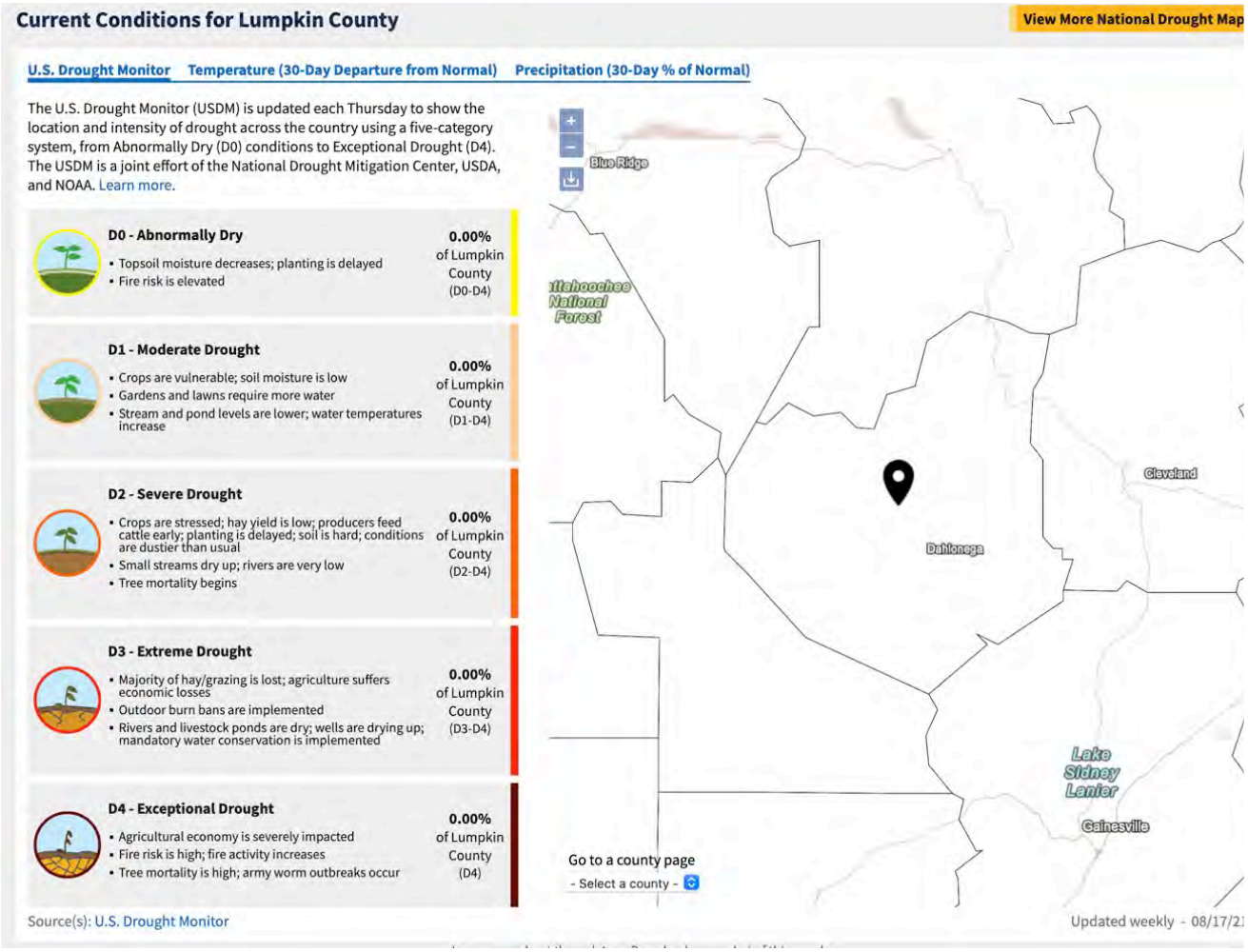


The U.S. Drought Monitor indicates that as of August 19, 2021, Lumpkin County is not experiencing drought conditions at this time.



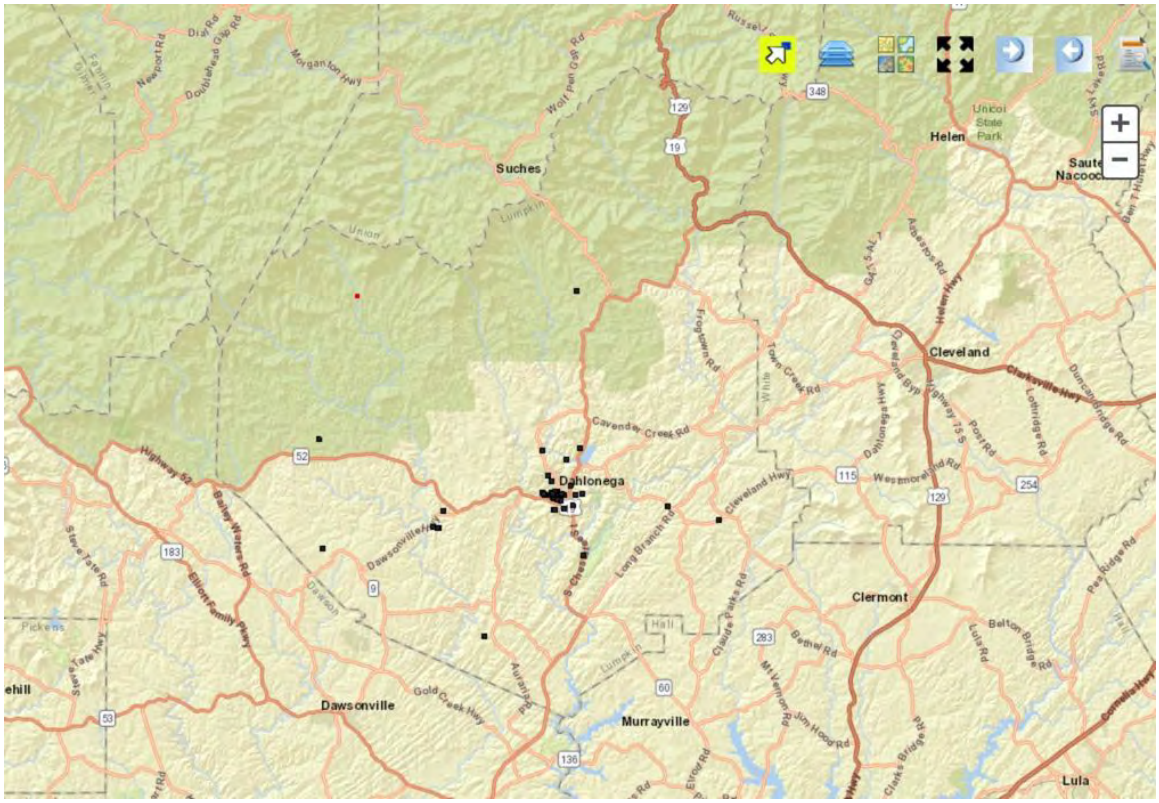
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According to the National Integrated Drought Information System, Lumpkin County is experiencing no drought conditions as of August 17, 2021. See map below.



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C. Assets Exposed to Hazard – All public and private property including critical facilities are susceptible to drought since this hazard is not spatially defined. The danger of drought is compounded due to the fact that drought conditions create a heightened risk for wildfire. The GEMA map below identifies critical facilities located within the hazard area, which in the case of drought includes all areas within the County and City.



D. Estimate of Potential Losses – No damage to facilities is anticipated as a result of drought conditions, aside from the threat of wildfire. Crop damage cannot be accurately quantified due to several unknown variables: duration of the drought, temperatures during the drought, severity of the drought, rainfall requirements for specific crops and livestock, and the different growing seasons. There may also be financial losses related to water system shortages. For loss estimate information, please refer to Appendix A, the Critical Facilities Database, and Appendix D, Worksheet 3a, for each jurisdiction.

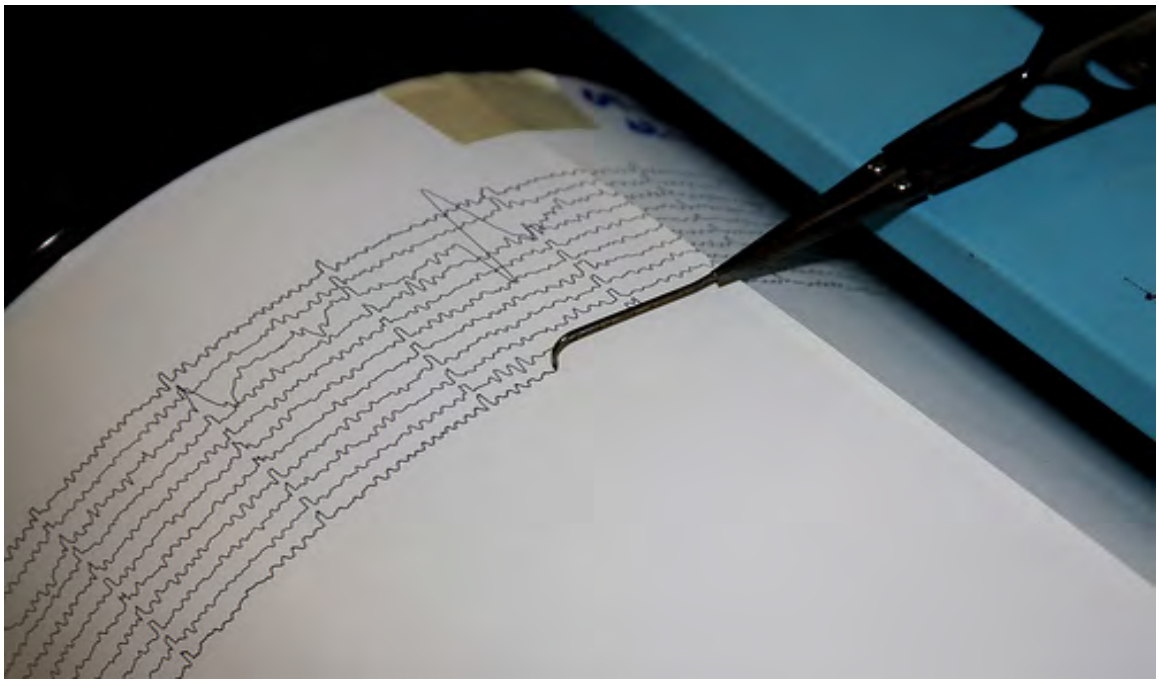
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E. Multi-Jurisdictional Concerns – Agricultural losses associated with drought are more likely to occur in the rural, less concentrated areas of the County. Although the City of Dahlonega may be slightly less likely to experience agricultural-related drought losses than the County, they can be financially impacted by water resource-related drought losses.

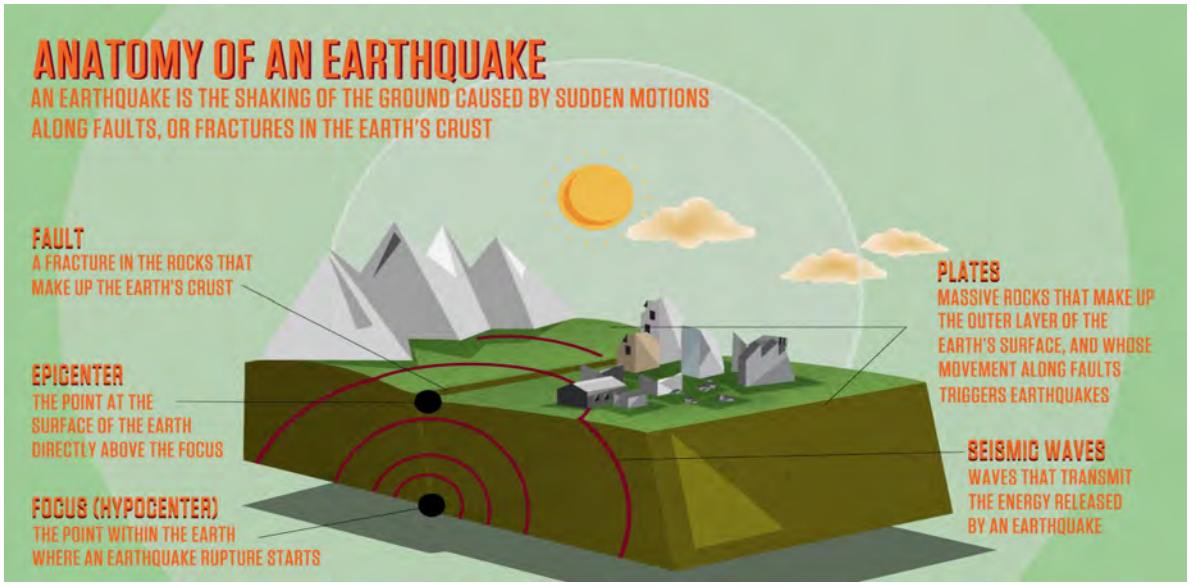
F. Hazard Summary – Unlike other hazard events, drought causes damage slowly. A sustained drought can cause severe economic stress to the agricultural interests of the County and even the entire State or Region. The potential negative effects of sustained drought are numerous. In addition to an increased threat of wildfires, drought can affect water supplies, stream-water quality, water recreation facilities, hydropower generation, as well as agricultural and forest resources. The HMPC realized the limitations associated with mitigation actions for drought, but did identify some basic mitigation measures in *Chapter 5*.

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2.7 Earthquakes



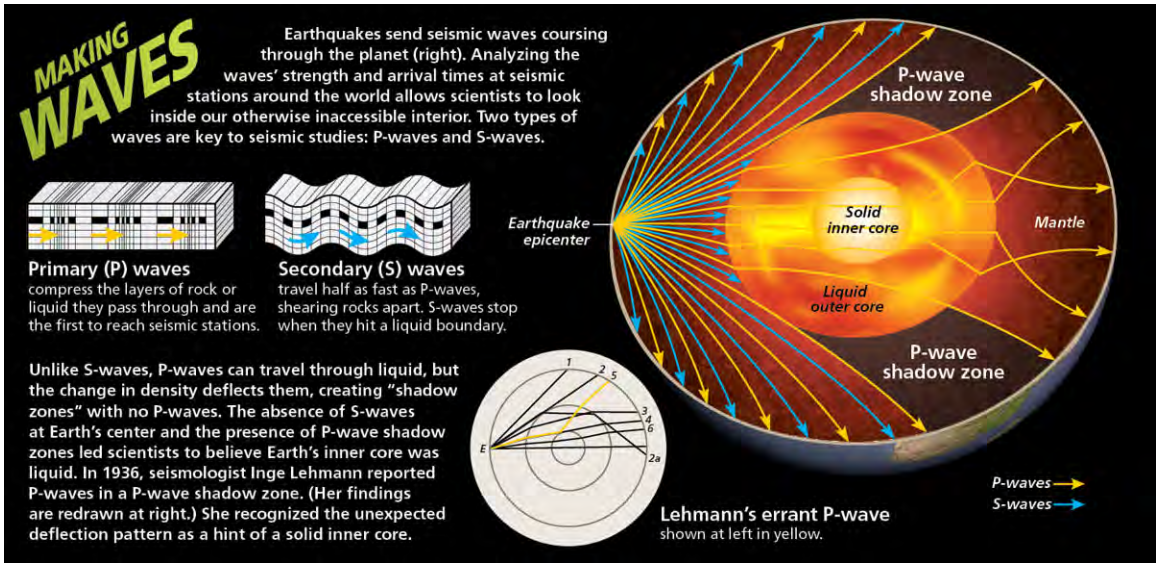
A. Hazard Identification – One of the most frightening and destructive natural hazards is a severe earthquake. An earthquake is a sudden movement of the Earth, caused by the abrupt release of strain that has accumulated over a long time. The forces of plate tectonics shape the Earth as the huge plates that form the Earth's surface slowly move over, under, and past each other. Sometimes the movement is gradual. At other times, the plates are locked together, unable to release the accumulating energy. When the accumulated energy grows strong enough, the plates break free. If the earthquake occurs in a populated area, it may cause many deaths, injuries and extensive property damage.



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The goal of earthquake prediction is to give warning of potentially damaging earthquakes early enough to allow appropriate response to the disaster, enabling people to minimize loss of life and property. The U.S. Geological Survey conducts and supports research on the likelihood of future earthquakes. This research includes field, laboratory, and theoretical investigations of earthquake mechanisms and fault zones. A primary goal of earthquake research is to increase the reliability of earthquake probability estimates. Ultimately, scientists would like to be able to specify a high probability for a specific earthquake on a particular fault within a particular year. Scientists estimate earthquake probabilities in two ways: by studying the history of large earthquakes in a specific area and the rate at which strain accumulates in the rock.

Scientists study the past frequency of large earthquakes in order to determine the future likelihood of similar large shocks. For example, if a region has experienced four magnitude 7 or larger earthquakes during 200 years of recorded history, and if these shocks occurred randomly in time, then scientists would assign a 50 percent probability (that is, just as likely to happen as not to happen) to the occurrence of another magnitude 7 or larger quake in the region during the next 50 years. But in many places, the assumption of random occurrence with time may not be true, because when strain is released along one part of the fault system, it may actually increase on another part.



Another way to estimate the likelihood of future earthquakes is to study how fast strain accumulates. When plate movements build the strain in rocks to a critical level, like pulling a rubber band too tight, the rocks will suddenly break and slip to a new position. Scientists measure how much strain accumulates along a fault segment each year, how much time has passed since the last earthquake along the segment, and how much strain was released in the last earthquake. This information is then used to calculate the time required for the accumulating strain to build to the levels that result in an earthquake. This simple model is complicated by the fact that such detailed information about faults is rare. In the United States, only the San Andreas Fault system has adequate records for using this prediction method.

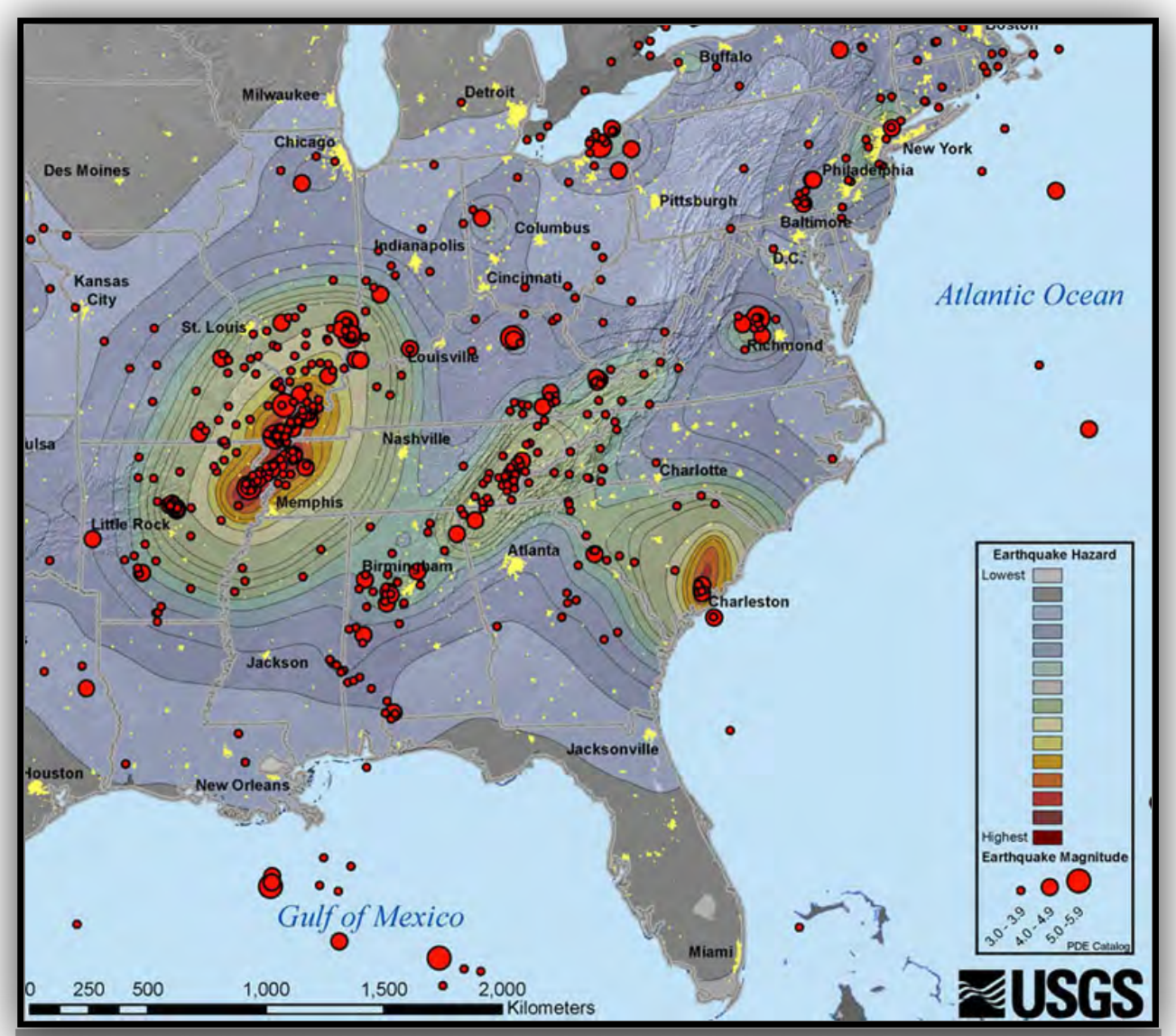
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Magnitude and intensity measure different characteristics of earthquakes. Magnitude measures the energy released at the source of the earthquake and is determined from measurements on seismographs. Intensity measures the strength of shaking produced by the earthquake at a certain location and is determined from effects on people, human structures, and the natural environment. The following table compares the Richter Scale and the Modified Mercalli Intensity Scale, and describes intensities that are typically observed at locations near the epicenter of earthquakes of different magnitudes.

Richter Magnitude Scale (M)	Modified Mercalli Intensity Scale (MMI)	Magnitude/Intensity felt near an earthquake epicenter
1.0- 1.9	I	An M=1 is roughly equivalent to a quarry blast and can be generated by non-earthquake related events (such as a rock fall). Earthquakes of this intensity are generally not felt.
2.0-2.9	II	Felt by only a few people at rest, especially on the upper floors of buildings.
3.0-3.9	III	Felt noticeably by people indoors or on upper floors of buildings, but may not be recognized as an earthquake (similar to shaking by a passing truck, typically very short in duration).
4.0-4.9	IV-V	Felt noticeably by people both indoors and outdoors. Will wake some sleeping people. Walls will make cracking noises, and dishes, doors, and windows will rattle or move. Motor vehicles will rock noticeably. MMI=5 will cause unstable objects to fall or overturn; pendulum clocks may stop.
5	VI-VII	An M=5 earthquake is roughly equivalent to the force of a 10 kiloton nuclear blast (like Hiroshima). Earthquakes of this magnitude are felt by practically everyone. Damage is negligible in well-constructed buildings. Plaster may crack and fall; some chimneys may be broken.
6	V11-IX	Damage negligible in well-designed buildings. Slight to great damage to buildings and infrastructure of poor design.
7	VIII and higher	Well designed buildings may experience some damage. Building and bridges may shift off their foundations or partially collapse.
8	X and higher	Wooden building may be destroyed. Few masonry structures remain standing. Bridges destroyed; rail lines are bent.
9	XII	Damage total. The ground is distorted. Objects are thrown into the air.

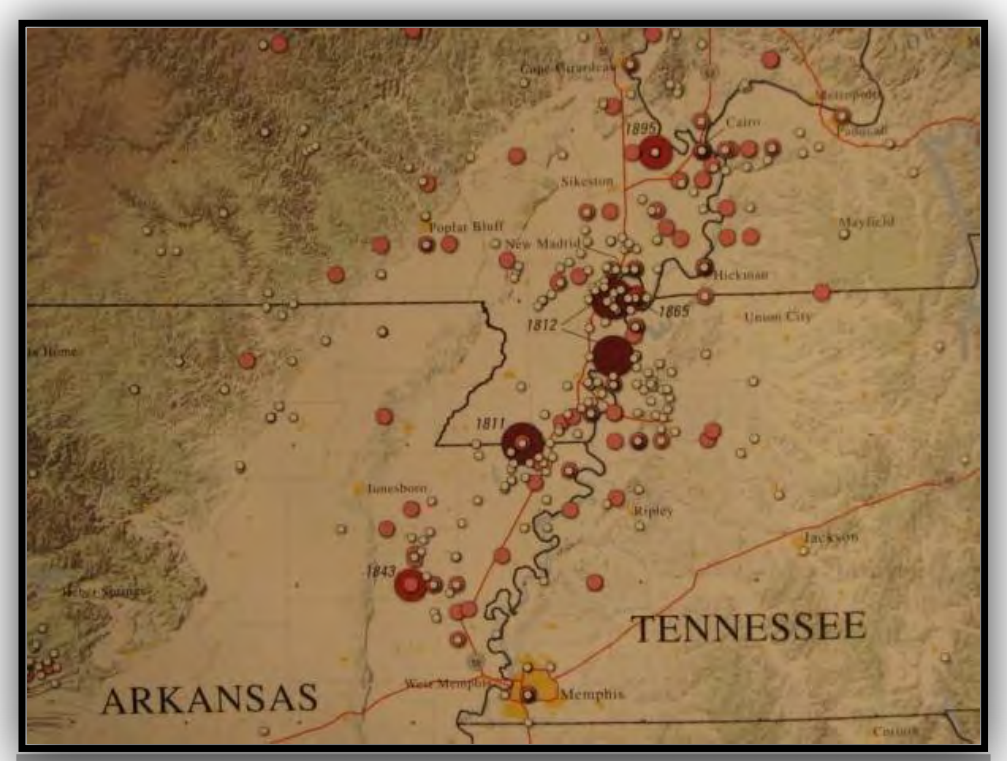
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The following USGS map provides a historical view of earthquakes in the Eastern United States.



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B. Hazard Profile – The first earthquakes recorded as being felt in Georgia were the great New Madrid earthquakes of 1811-1812 (also known as the Mississippi River Valley earthquakes) centered in northeast Arkansas and New Madrid, Missouri. There were hundreds of earthquakes during the two month period between December 16, 1811 and February 7, 1812. On the basis of the large area of damage (600,000 square kilometers), the widespread area of perceptibility (5,000,000 square kilometers), and the complex physiographic changes that occurred, this series of earthquakes rank as some of the largest in the United States since its settlement by Europeans. The area of strong shaking associated with these shocks is two to three times larger than that of the 1964 Alaska earthquake and 10 times larger than that of the 1906 San Francisco earthquake. The first three major earthquakes occurred in northeast Arkansas on December 16, 1811 (three shocks - Mfa 7.2/MSn 8.5; Mfa 7.0/MSn 8.0; and MSn 8.0). There were six aftershocks on December 16th and 17th alone in the range of M5.5 to M6.3 (Note: aftershocks actually *are* earthquakes). The fourth earthquake occurred in Missouri on January 23, 1812 (Mfa 7.1/MSn 8.4). The fifth earthquake occurred in New Madrid, Missouri on February 7, 1812 (Mfa 7.4/ MSn 8.8). This is the earthquake that created Reelfoot Lake, located in northwest Tennessee. It was reported to have been formed as the Mississippi River flowed backward for 10–24 hours to fill the lake. As a result of this earthquake, the original town of New Madrid now lies under the Mississippi River.



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This accounted for a total of five earthquakes of magnitude MSn 8.0 or higher occurring in a period of 54 days. The first earthquake caused only slight damage to man-made structures, mainly because the region was so sparsely populated. However, as the earthquakes continued, they began to open deep cracks in the ground, created landslides on the steeper bluffs and hillsides, large areas of land were uplifted, and sizable sink areas were created. These five main earthquakes, and several aftershocks, were felt over almost all of the eastern United States including the State of Georgia. In Georgia this series of earthquakes was strong enough to have shaken bricks from chimneys and other minor damage.

The great Charleston, South Carolina, earthquake of 1886 killed approximately 60 people. The magnitude 7.3 earthquake is the most damaging earthquake to occur in the Southeast United States and one of the largest historic shocks in Eastern North America. It damaged or destroyed many buildings in the old city of Charleston. Property damage was estimated at $5-$6 million. Structural damage was reported several hundred



kilometers from Charleston including in the State of Georgia. On August 31, 1886 at 9:25 pm, preceded by a low rumble, the shock waves reached Savannah. People had difficulty remaining standing. One woman died of fright as the shaking cracked walls, felled chimneys, and broke windows. Panic at a revival service left two injured and two more were injured in leaping from upper story windows. Several more were injured by falling bricks. Ten buildings in Savannah were damaged beyond repair and at least 240 chimneys damaged. People spent the night outside. At Tybee Island light station the 134 foot

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lighthouse was cracked near the middle where the walls were six feet thick, and the one-ton lens moved an inch and a half to the northeast. In Augusta the shaking was the most severe (VIII on the Modified Mercalli scale) in the State. An estimated 1000 chimneys and many buildings were damaged. The business and social life was paralyzed for two days. Brunswick and Darien were affected as well.

June 17, 1872: An earthquake on June 17, 1872 in Milledgeville, GA and had an intensity of at least V on the Modified Mercalli scale, the lowest intensity in which some damage may occur. It was reported as a sharp shock, jarring brick buildings and rattling windows.

November 1, 1875: On November 1, 1875, at 9:55 in the evening, an intensity VI earthquake occurred near the South Carolina border. It was felt from Spartanburg and Columbia, South Carolina, to Atlanta and Macon, Georgia, from Gainesville to Augusta, and generally over an area of 25,000 square miles.

October 18, 1902: A more local event occurred on October 18, 1902, with a sharp shock felt along the east face of Rocky Face Mountain, just west of Dalton, GA with intensity VI and at LaFayette, GA with intensity V. The earthquake was felt over an area of about 1500 square miles including Chattanooga, Tennessee.

January 23, 1903: The Savannah, GA area was shaken with an intensity VI earthquake on January 23, 1903. Centering near Tybee Island, it was felt over an area of 10,000 square miles including Savannah (intensity VI), Augusta (intensity III), Charleston (intensity IV-V), and Columbia (intensity III-IV). Houses were strongly shaken.

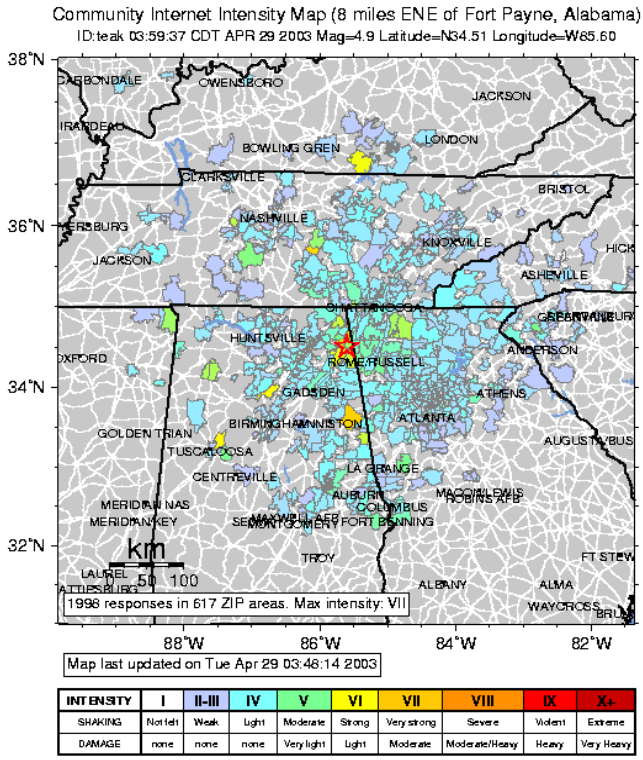
June 20, 1912: Another shock was felt on June 20, 1912, at Savannah with intensity V.

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March 5, 1914: According to USGS, Georgia experienced another earthquake on March 5, 1914. Magnitude 4.5.

March 5, 1916: On March 5, 1916, an earthquake centered 30 miles southeast of Atlanta was felt over an area of 50,000 square miles, as far as Cherokee County, North Carolina, by several people in Raleigh, and in parts of Alabama and Tennessee.

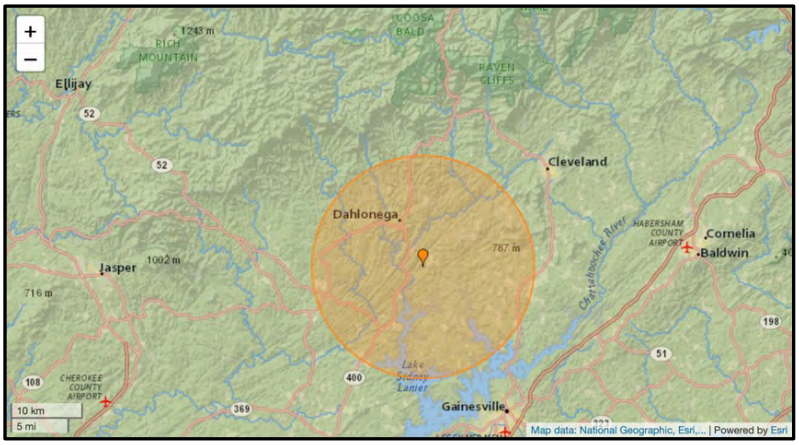
March 12, 1964: An earthquake of intensity V or over occurred on March 12, 1964, centered near Haddock, GA less than 20 miles northeast of Macon. Intensity V was recorded at Haddock while shaking was felt in four counties over a 400-square-mile area.



April 29, 2003: On April 29, 2003 just before 5:00 a.m. a moderate earthquake, rated 4.9 on the Richter Scale, shook most of the northwest corner of Georgia, south to Atlanta. The epicenter was located in Menlo, GA, about 37 miles south of Chattanooga. See map to right.

August 23, 2011: On August 23, 2011 at 1:51pm, a 5.8 magnitude earthquake originated near Louisa and Mineral, Virginia. It struck Washington DC (about 100 miles away from epicenter) causing moderate shaking and potentially significant damage. The earthquake was recorded all along the Appalachians, from Georgia to New England. The earthquake was felt so widely because it was a shallow earthquake, and geologic conditions in the eastern U.S. allow the effects of earthquakes to propagate and spread much more efficiently than in the western United States. Only mild movement was felt in Lumpkin County.

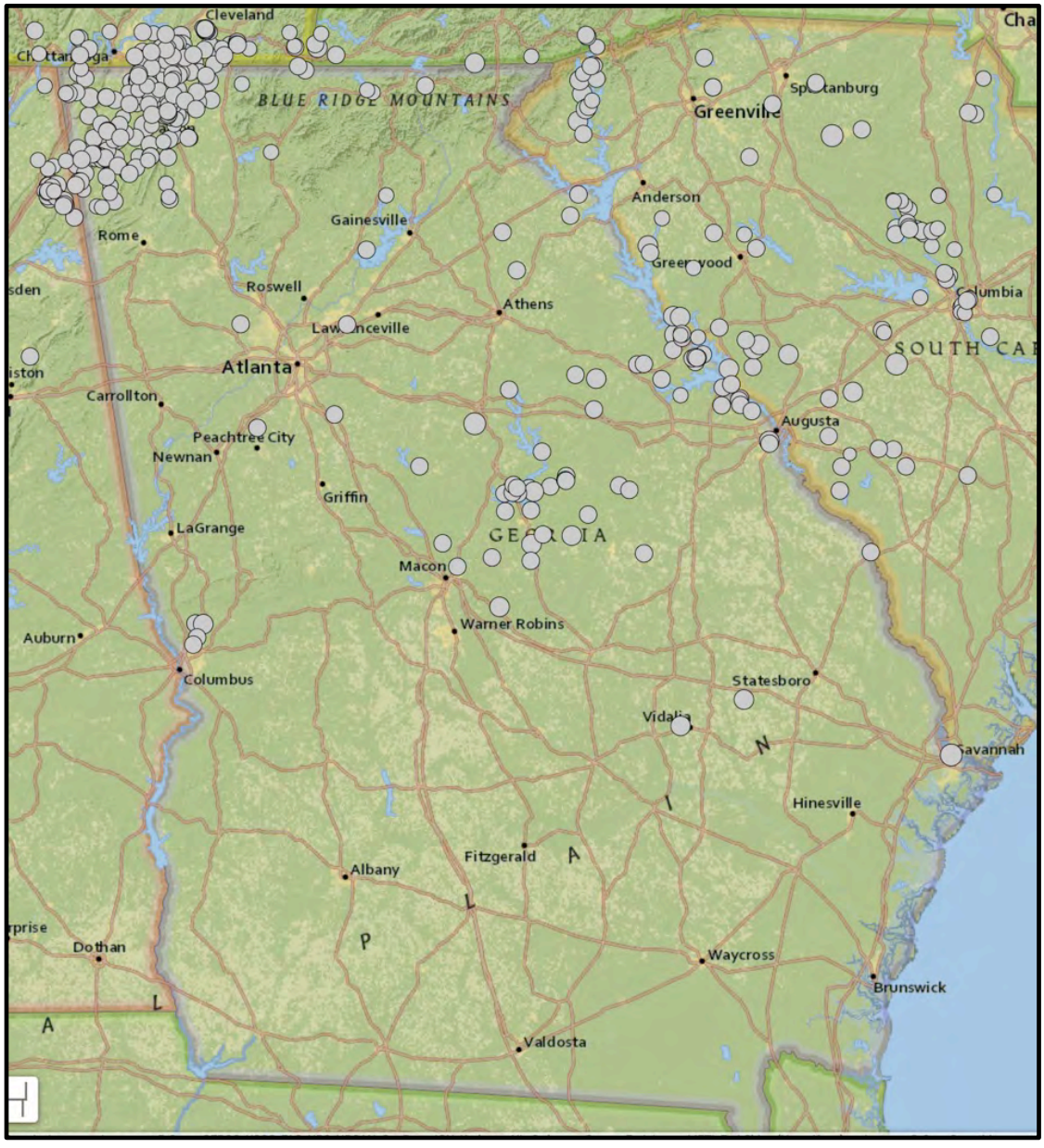
December 21, 2018: On December 21, 2018 at 12:34pm, a 1.8 magnitude earthquake originated 7km south-southeast of Dahlonega, GA. See the map below.



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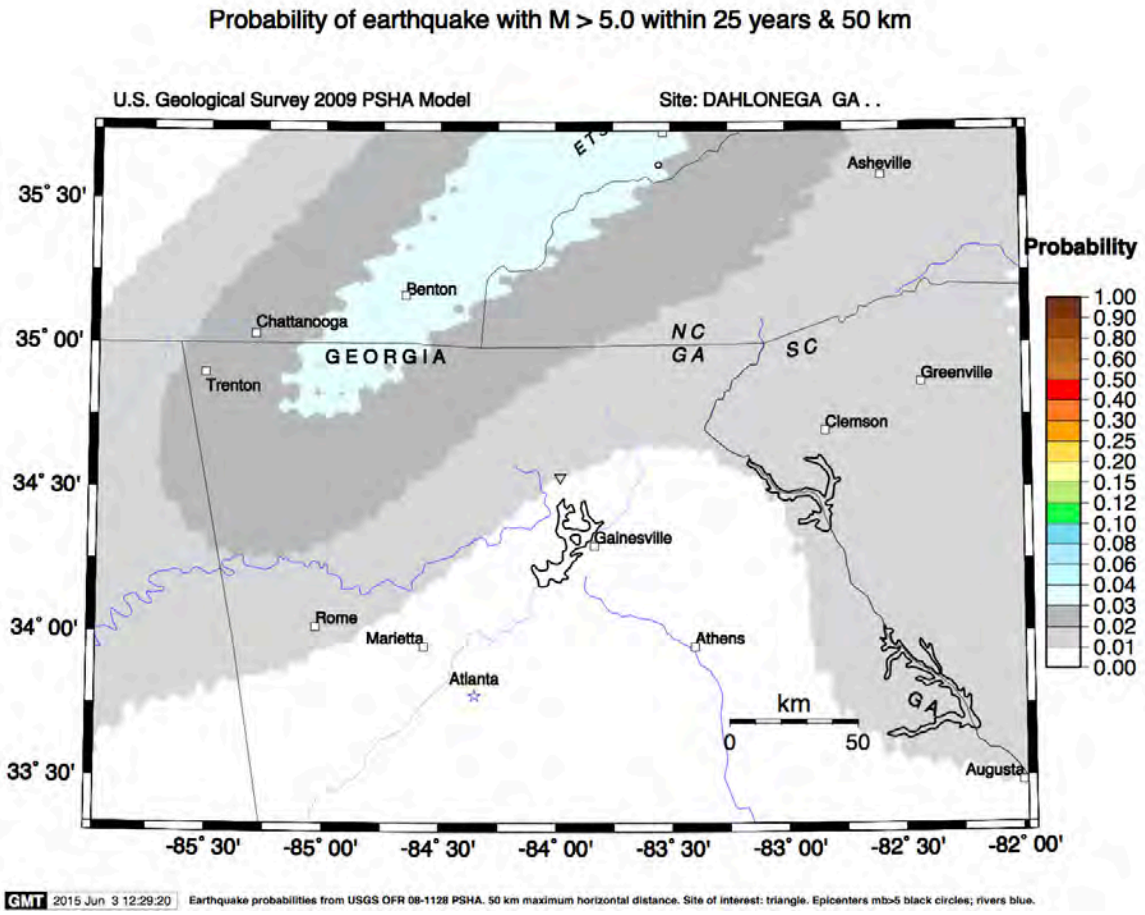
To a large extent, the HMPC was unable to determine which of these earthquakes affected Lumpkin County and, if so, to what degree. In addition, some earthquakes centered some distances away may be "felt" but are otherwise inconsequential. Nevertheless, the HMPC has determined that most of the earthquakes documented above, which is not an all-inclusive list, would have been strong enough or would have occurred close enough to the County to merit consideration. Three of these earthquakes occurred within the 50-year study period and are included in the hazard history of this Plan. The threat of earthquakes in Lumpkin County may be more significant than the documented earthquake history would seem to indicate.

Seismic activity for the State of Georgia is shown on the following USGS map for the period 1900 to present.



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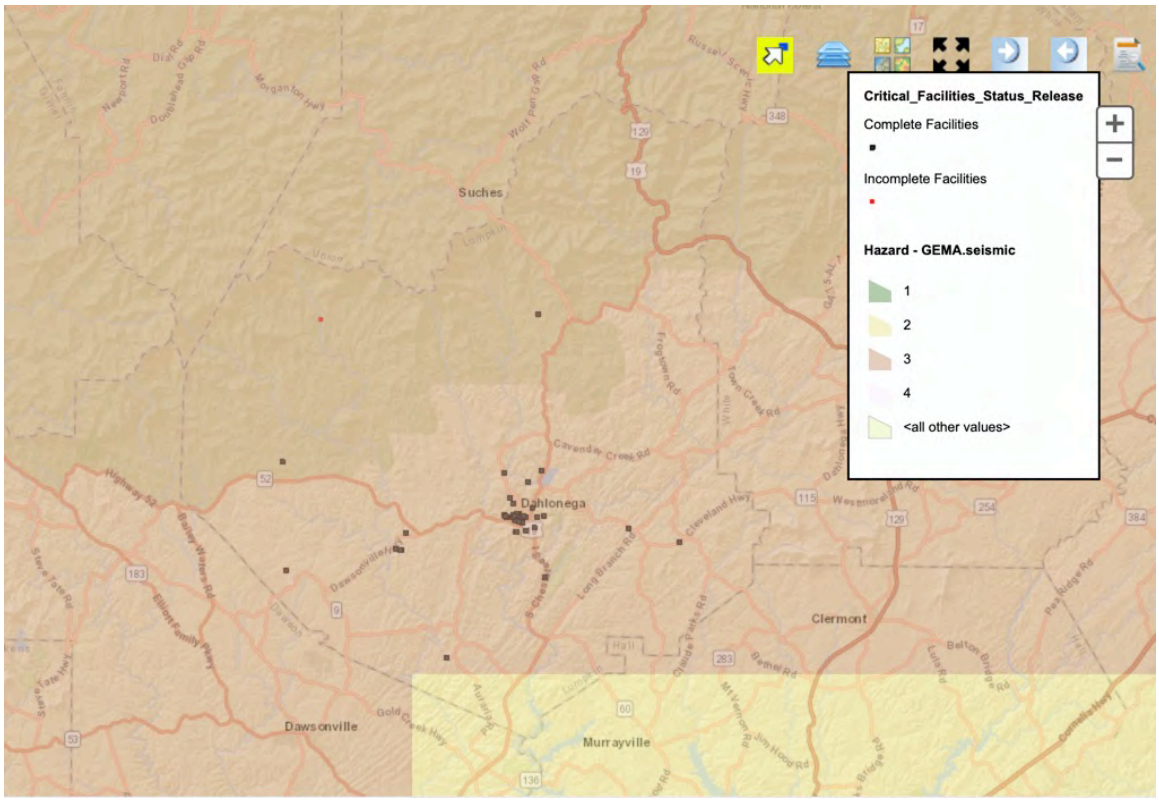
Based on U.S. Geological Survey estimations using the earthquake frequency method described in the section above, the probability of an earthquake of a magnitude over 5.0 within Lumpkin County over the next 25 years is between 0% and 1% (see map below). As discussed above, such predictions are based on limited information, and cannot necessarily be relied upon for their precision. However, they do help demonstrate that the threat of earthquakes cannot be overlooked especially in the northwestern portions of Georgia.



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C. Assets Exposed to Hazard - All structures and facilities within Lumpkin County are susceptible to earthquake damage since they can occur in any portion of the County or City. The likelihood of an earthquake in Lumpkin County and the City of Dahlonega ranges from moderate to high.

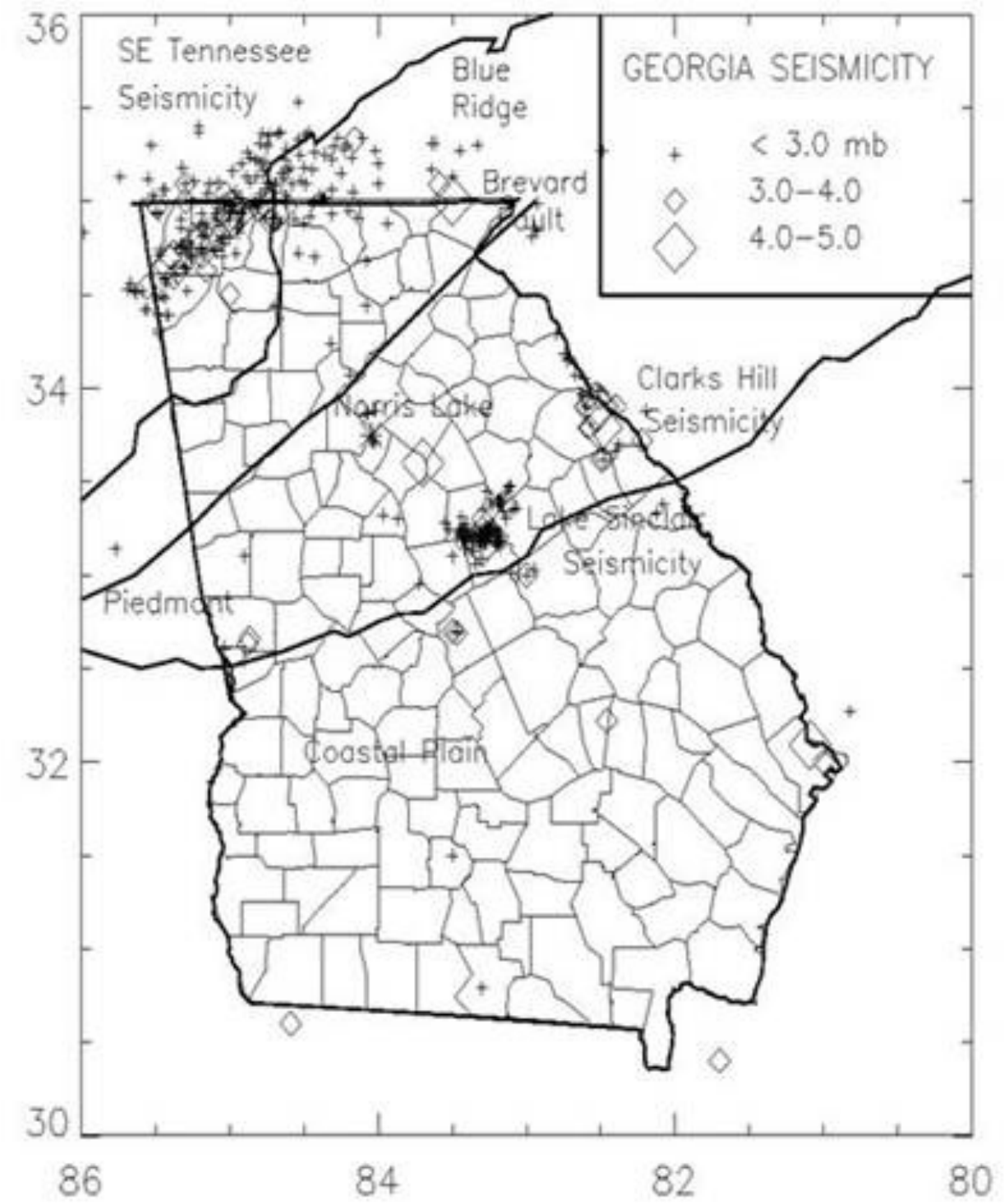
Most areas within the County, and all areas within the City of Dahlonega are located within Seismic Threat Category 3, "moderate to high threat." The very southern portion of the County is located within Seismic Threat Category 2, low to moderate threat."



The seismic hazard layer used in the GEMA map above is based on the USGS Probabilistic Seismic Hazard Map, showing the percentage of gravity that the area has a 2 percent probability of exceedance in 50 years. The score classification reflects that used by the IRC Seismic Design Categories. The horizontal positional accuracy is unknown for this layer.

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Georgia has a few large faults. The Blue Ridge fault extends from Alabama through Georgia and into Tennessee. The Brevard Fault extends from Alabama through Georgia and into South Carolina. Lumpkin County is located between these two faults.



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D. Estimate of Potential Losses – For loss estimate information, please refer to Appendix A, the Critical Facilities Database, and Appendix D, Worksheet 3a, for each jurisdiction.

E. Multi-Jurisdictional Concerns – All of Lumpkin County has the potential to be affected by earthquakes. The threat appears to be moderate and fairly uniform throughout the County and City. Any steps taken to mitigate the effects of earthquake will be undertaken on a countywide basis and include the City of Dahlonega.

F. Hazard Summary – Scientific understanding of earthquakes is of vital importance to the Nation. As the population increases, expanding urban development and construction works encroach upon areas susceptible to earthquakes. With a greater understanding of the causes and effects of earthquakes, we may be able to reduce damage and loss of life from this destructive phenomenon. The HMPC was limited in its ability to develop mitigation measures associated with earthquakes, but did provide some guidance in *Chapter 5*.

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2.8 Landslides



A. Hazard Identification – Landslides occur in every U.S. states and territory. In a landslide, masses of rock, earth, or debris move down a slope. Landslides can be small, large, slow or rapid. They can be activated by storms, earthquakes, volcanic eruptions, fires, freeze/thaw cycles, and steep-slope erosion. Landslides are often more damaging and deadly than the triggering event. The dangerous conditions may be high even as emergency personnel are providing rescue and recovery services. Landslide problems can be caused by land mismanagement, particularly in mountain, canyon and coastal regions. In areas burned by forest and brush fires a lower threshold of precipitation may initiate landslides. Land-use zoning, professional inspections, and proper design can minimize many landslide, mudflow, and debris flow problems.

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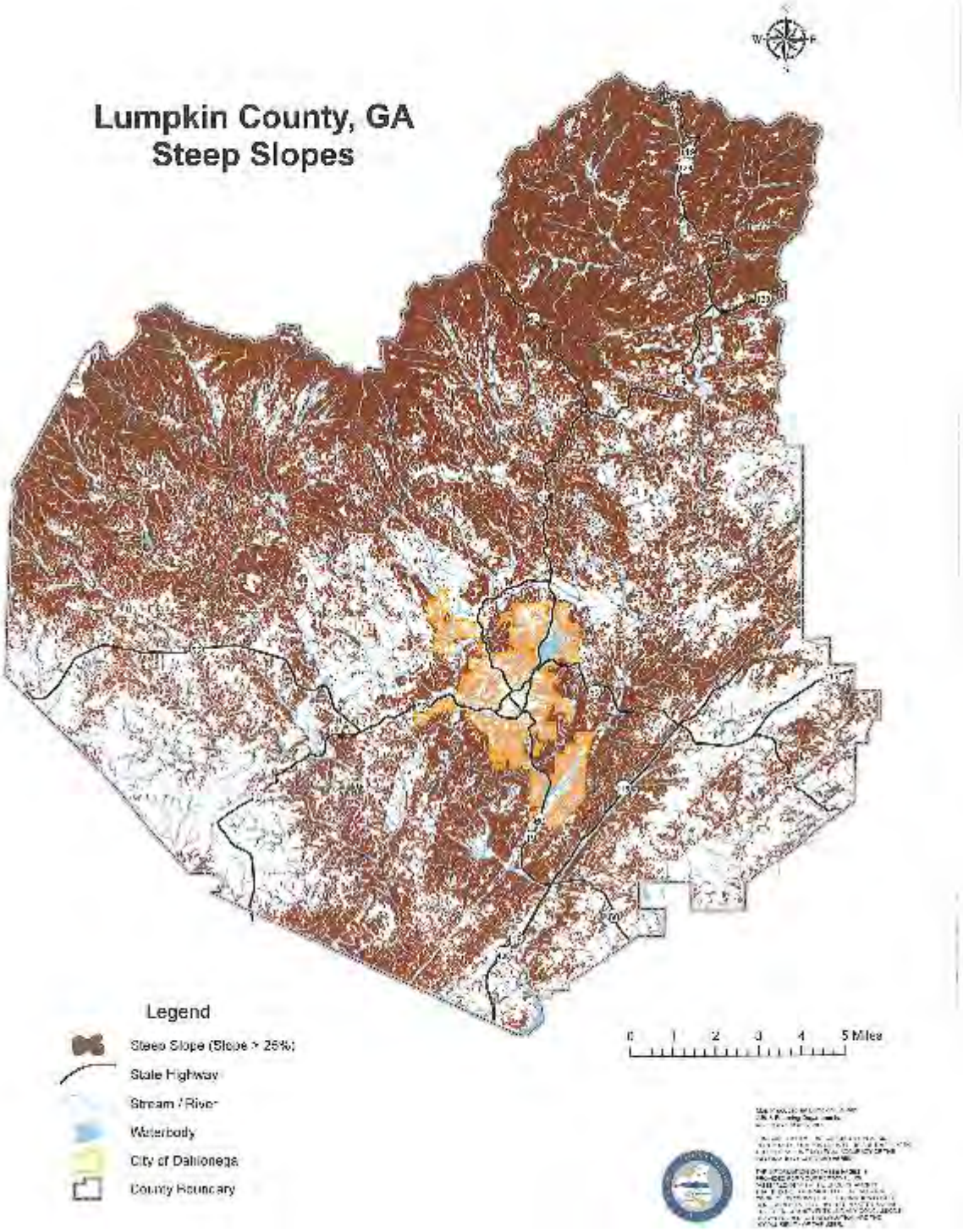
USGS Landslide Potential Map:



Red-Very High; Yellow- High; Green-Moderate

B. Hazard Profile –Landslides are a serious threat to Lumpkin County. According to the USGS, Northern Georgia has a very high potential to experience landslides (see map above). The ridgeline of the Appalachian Mountains divides the counties in Northern Georgia, creating steeper slopes in the eastern portion of the state. Lumpkin County lies within the area with very high potential for landslide activity. Steep slopes, combined with the high potential for wildfires increase the probability of a landslide or mudslide occurring in Lumpkin County or the City of Dahlonega within any given year.

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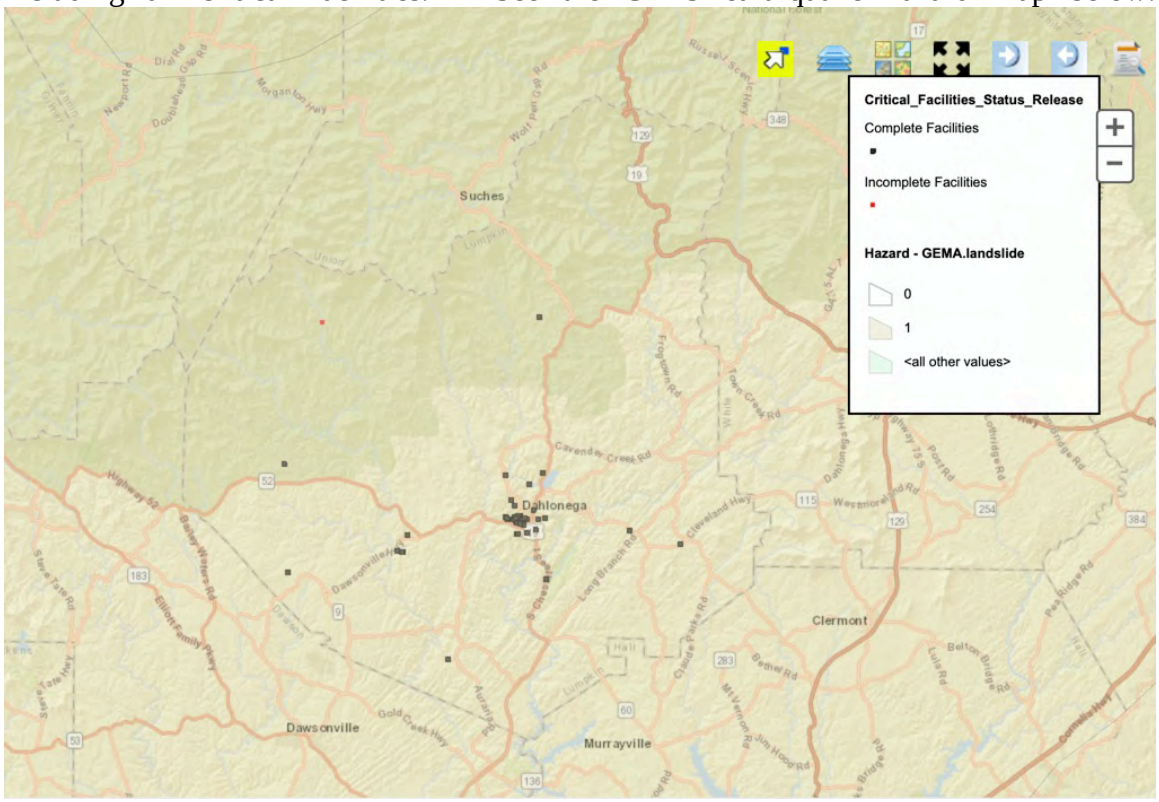
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Two relatively recent landslide events have affected portions of Lumpkin County. Both of these events were preceded by heavy rain events.

On August 26, 2008 the remnants of tropical storm Fay continued to move northeast into central and northern Alabama then finally into eastern Tennessee on the following day. This was the day when north and central Georgia experienced the maximum effects from tropical storm Fay. The Lumpkin County Emergency Management Director confirmed that flash flooding had occurred at several locations in eastern Lumpkin County as a result of very heavy rainfall caused by the remnants of tropical storm Fay. Five-day total rainfall for the eastern portion of the county was in the six to eight inch range, but three to four inches of this fell on August 26th alone, resulting in flash flooding. A mudslide was observed on Corporate Road upstream from the Chestatee River Bridge approximately 5.4 miles east-northeast of Dahlonega. This resulted in the temporary closure of Corporate Road in this area. The mudslide was 20 feet by 60 feet tall.

About a year later, in early September 2009, north Georgia experienced a period of heavy rains. This rainfall resulted in a small landslide near the campus of North Georgia College & State University in Dahlonega. The slide caused a portion of a local road to be closed for a short period of time. Higher than normal rainfall throughout the summer of 2009 led to ground saturation, adding to the instability of the slopes in Lumpkin County and throughout northern Georgia.

C. Assets Exposed to Hazard – In evaluating assets that are susceptible to landslides, the HMPC determined that all public and private property is susceptible to landslides, including all critical facilities. See the GMIS earthquake hazard map below.



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D. Estimate of Potential Losses – Landslide losses are difficult to estimate due to their unpredictable nature. For available loss estimate information, please refer to the Critical Facilities Database (Appendix A).

E. Multi-Jurisdictional Concerns – Due to topography, any portion of Lumpkin County and the City of Dahlonega can be negatively impacted by landslides. Therefore, any mitigation steps taken related to these weather events will be pursued on a countywide basis and include the City of Dahlonega.

F. Hazard Summary – Though not very common, landslide events do pose a threat to Lumpkin County in terms of property damage, injuries and loss of life. Specific mitigation actions related to these weather events are identified in *Chapter 5*.

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Chapter 3
Local Technological/Biological Hazard, Risk and Vulnerability (HRV) Summary

The Lumpkin County Hazard Mitigation Planning Committee (HMPC) has also included information relating to technological/biological hazards into this plan. The term, "technological hazard" refers to incidents resulting from human activities such as the manufacture, transportation, storage, and use of hazardous materials, or perhaps the failure of a manmade structure. The term, "biological hazard", also known as a biohazard, is an organism or a by-product from an organism that is harmful or potentially harmful to other living things, primarily human beings. Common types of biological hazards include bacteria, viruses, medical waste and toxins that were produced by organisms. This would include pandemics.

This plan assumes that hazards resulting from technological/biological sources are accidental, and that their consequences are unintended. Unfortunately, the information relating to these hazards is much more limited, due largely to the very limited historical data available. This causes a greater level of uncertainty with regard to mitigation measures. However, enough information has been gathered to provide a basic look at technological/biological hazards within Lumpkin County.

The Lumpkin County Hazard Mitigation Planning Committee (HMPC) identified technological/biological hazards that the County is vulnerable to based upon available data including scientific evidence, known past events, and future probability estimates. As a result of this planning process, which included an analysis of the risks associated with probable frequency and impact of each hazard, the HMPC determined that each of these technological/biological hazards pose a threat significant enough to address within this Plan. Each of these hazards is addressed in this chapter of the Plan. An explanation and results of the vulnerability assessment are found in Tables 3-1 and 3-2.

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Table 3.1 – Hazards Terminology Differences

Hazards Identified in Georgia Hazard Mitigation Strategy Plan (2019-2024)	Equivalent/Associated Hazards identified in the current Lumpkin County Plan	Difference
Hazards Identified in Georgia Hazard Mitigation Strategy Plan (2019-2024)	Equivalent/Associated Hazards identified in the current Lumpkin County Plan	Difference

Table 3.2 – Vulnerability Assessment - Technological Hazards
(see Keys A, B, C below)

Hazard	Lumpkin County	City of Dahlonega
Hazardous Materials Release – Severity	L	L
Hazardous Materials Release - Frequency	H	H
Hazardous Materials Release - Probability	H	H
Dam Failure - Severity	H	H
Dam Failure - Frequency	H	H
Dam Failure - Probability	H	H
Pandemic - Severity	L	L
Pandemic - Frequency	H	H
Pandemic - Probability	L	L

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Key A for Table 3.2 – Vulnerability Assessment Severity Definitions

Code	Definitions
L	Low Severity Average hazard event would typically result in relatively low damage. For example, a hazard that significantly affects less than 5% of the jurisdiction typically with no serious injuries. All data is compiled from the most recent vulnerability assessment survey responses.
M	Medium Severity Average hazard event would typically result in moderate damage. For example, a hazard that significantly affects up to 15% of the jurisdiction or results in multiple injuries. All data is compiled from the most recent vulnerability assessment survey responses.
H	High Severity Average hazard event would typically result in significant damage. For example, a hazard that significantly affects 25% of the jurisdiction or results in multiple injuries and/or deaths. All data is compiled from the most recent vulnerability assessment survey responses.

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Key B for Table 3.2 – Vulnerability Assessment Frequency Definitions

Code	Definitions
L	Low Frequency The hazard has not occurred or has rarely occurred within the past five years. All data is compiled from the most recent vulnerability assessment survey responses and hazards history data.
M	Medium Frequency The hazard has occurred one or more times within the past five years. All data is compiled from the most recent vulnerability assessment survey responses and hazards history data.
H	High Frequency The hazard has occurred multiple times within the past five years, and at least once within the past year. All data is compiled from the most recent vulnerability assessment survey responses and hazards history data.

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Key C for Table 3.2 – Vulnerability Assessment Probability Definitions

Code	Definitions
L	Low Probability The probability for the hazard to occur at least one time within the next five years is estimated to be between 1% and 30%. All data is compiled from the most recent vulnerability assessment survey responses.
M	Medium Probability The probability for the hazard to occur at least one time within the next five years is estimated to be between 31% and 70%. All data is compiled from the most recent vulnerability assessment survey responses.
H	High Probability The probability for the hazard to occur at least one time within the next five years is estimated to be between 71% and 100%. All data is compiled from the most recent vulnerability assessment survey responses.

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3.1 Hazardous Materials Release



A. Hazard Identification – Hazardous materials (hazmat) refers to any material that, because of its quantity, concentration, or physical or chemical characteristics, may pose a real hazard to human health or the environment if it is released. Hazmat includes flammable and combustible materials, toxic materials, corrosive materials, oxidizers, aerosols, and compressed gases. Specific examples of hazmat are gasoline, bulk fuels, propane, propellants, mercury, asbestos, ammunition, medical waste, sewage, and chemical, biological, radiological, nuclear, and explosive (CBRNE) threat agents. Specific federal and state guidelines exist on transport and shipping hazardous materials. Research institutes, industrial plants, individual households, and government agencies all generate chemical waste. Approximately one percent is classified as hazardous.

A hazmat spill or release occurs when hazardous material or waste gets into the environment in an uncontrolled fashion. Many manufacturing processes use hazardous materials or generate hazardous waste, but a hazardous spill doesn't always come from a chemical plant or a factory. Any substance in the wrong place at the wrong time in too large an amount can cause harm to the environment. The response to a spill depends on the situation. When the emergency response team is notified of a spill, it must quickly decide what sort of danger is likely. Members of the team collect appropriate clothing and equipment and travel to the scene. There they try to contain the spill, sometimes testing a

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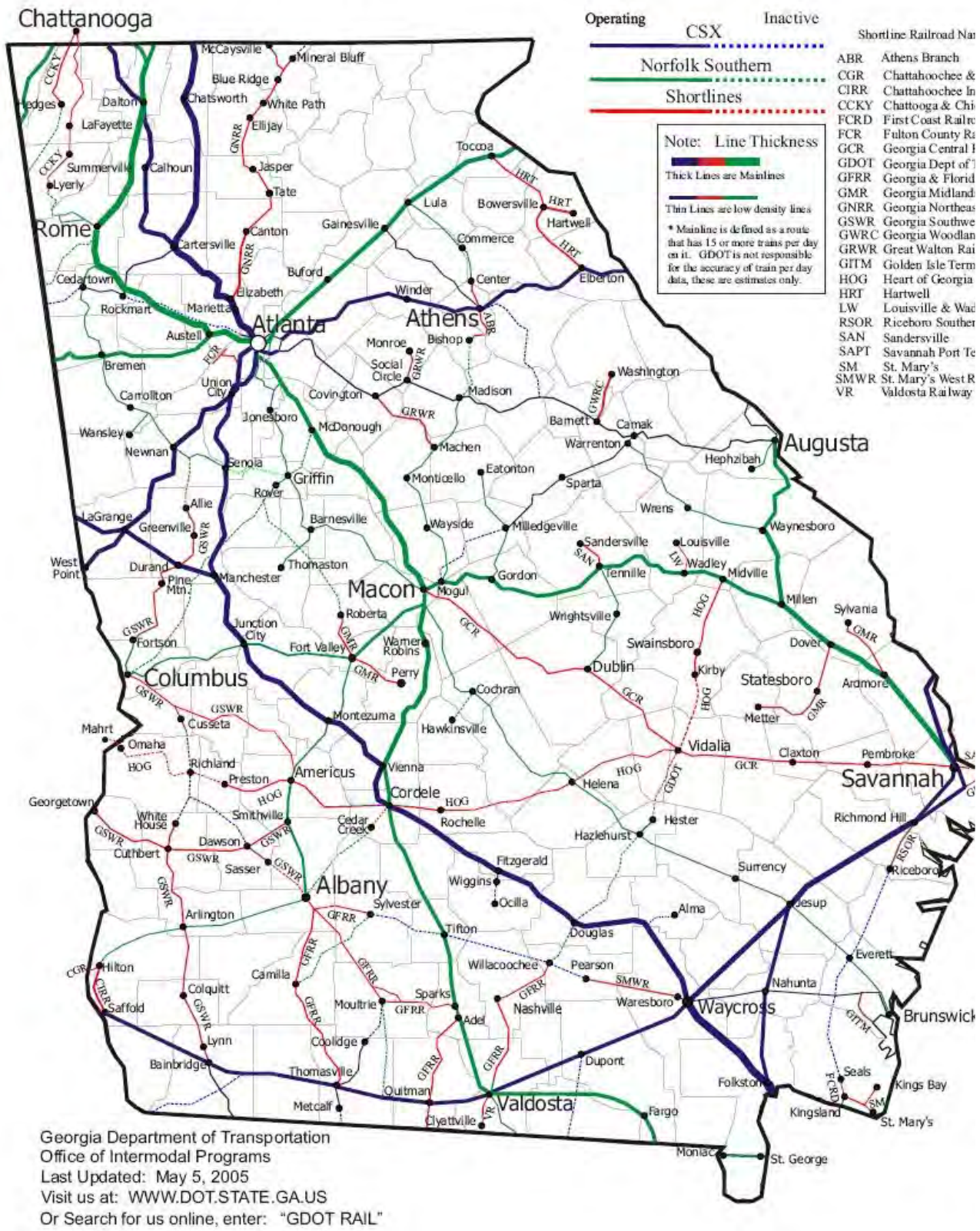
sample to identify it. If necessary, they decontaminate themselves before leaving the area. Once material has been identified, other personnel arrive to remove it.

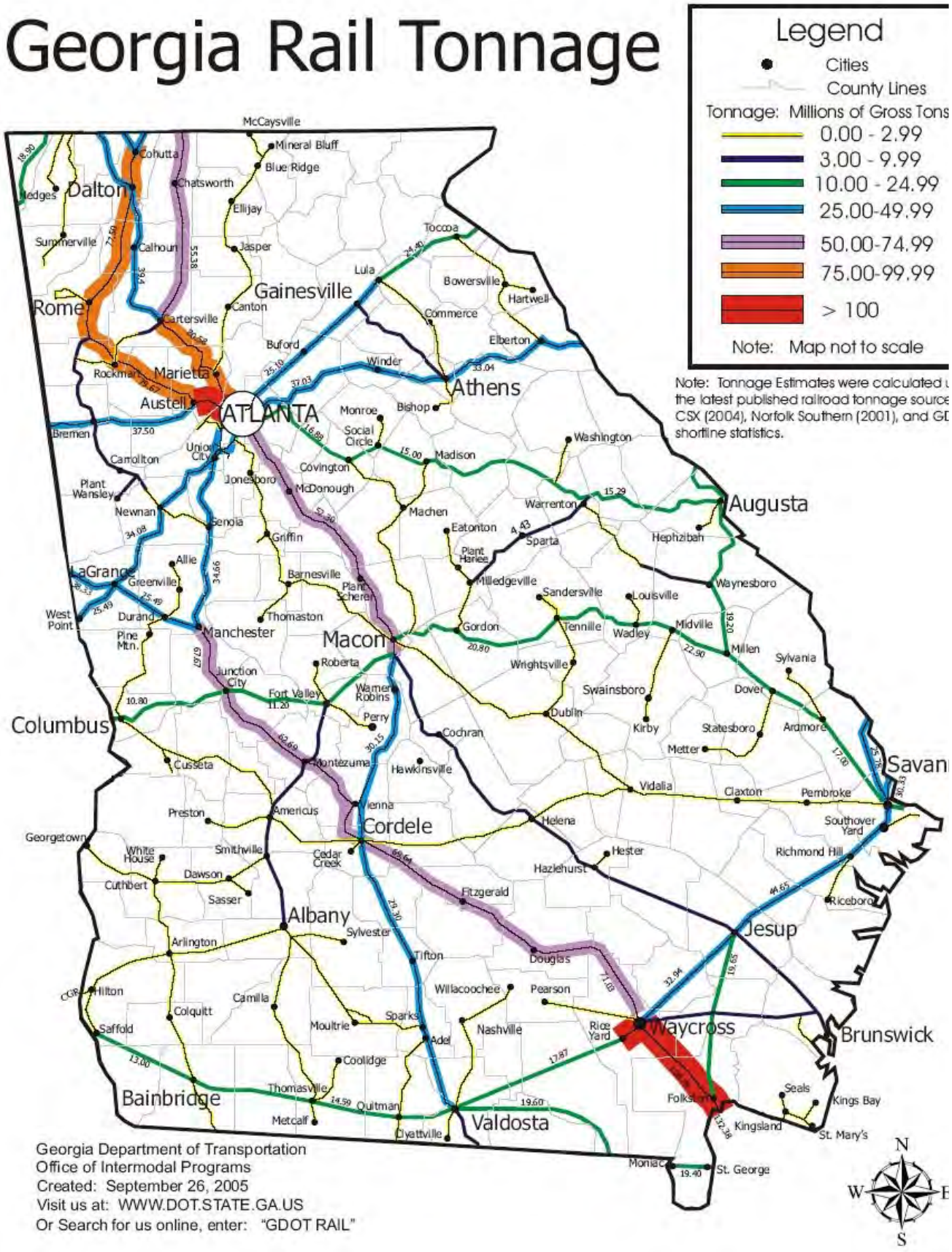
B. Hazard Profile – Hazmat spills are usually categorized as either fixed releases, which occur when hazmat is released on the site of a facility or industry that stores or manufactures hazmat, or transportation-related releases, which occur when hazmat is released during transport from one place to another. Both fixed and transportation-related hazmat spills represent tremendous threats to Lumpkin County. Potential fixed hazmat spills within the County would come from local commercial and industrial establishments.

The Georgia Department of Transportation (GDOT) rail maps on the following two pages demonstrate that there are presently no rail lines running through Lumpkin County. This is fortunate in the sense that hazmat spills via rail are not a threat to the County. Nevertheless, the maps are included to provide statewide perspective.

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Georgia Rail System

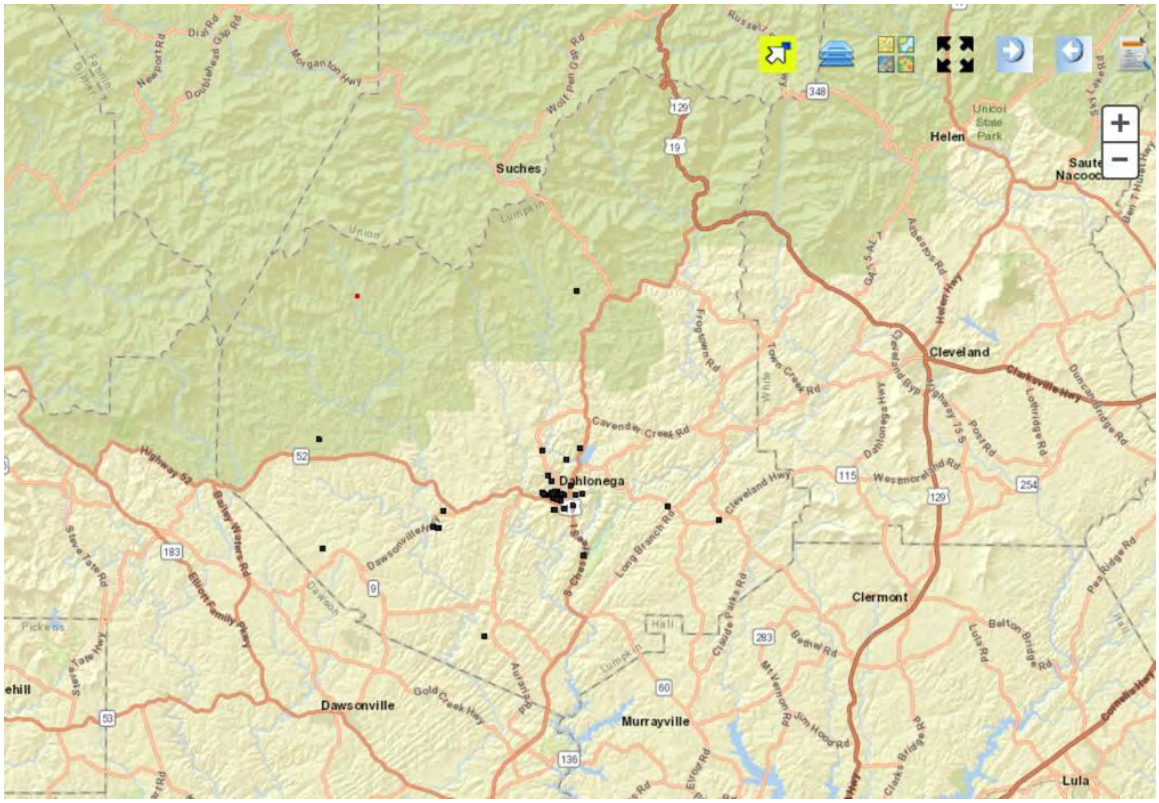

Chattanooga
Rome
Atlanta
Athens
Augusta
Macon
Columbus
Albany
Savannah
Waycross
Valdosta
Brunswick
Americus
Griffin
Newnan
LaGrange
Carrollton
Bremen
Cartersville
Canton
Gainesville
Commerce
Hartwell
Elberton
Toccoa
Lula
Bowersville
Winder
Center
Buford
Elizabeth
Rockmart
Marietta
Austell
Union City
Jonesboro
Covington
Madison
Monroe
Bishop
Social Circle
Washington
Barnett
Camak
Warrenton
Hephzibah
Waynesboro
Wrens
Sandersville
Louisville
Wadley
Midville
Tennille
Gordon
Wayside
Milledgeville
Eatonton
Sparta
Machen
McDonough
Griffin
Senoia
Roberta
Fort Valley
Warner Robins
Perry
Byron
Wrightsville
Dublin
Swainsboro
Kirby
Dover
Millen
Sylvania
Statesboro
Ardmore
Metter
Vidalia
Claxton
Pembroke
Helena
Hazlehurst
Hester
Richmond Hill
Surrency
Jesup
Alma
Douglas
Everett
Nahunta
Pearson
Willacoochee
Nashville
Waresboro
Folkston
Seals
Kings Bay
Kingsland
St. Mary's
Fargo
Moniac
St. George
Dupont
Quitman
Thomasville
Bainbridge
Lynn
Coolidge
Moultrie
Sparks
Adel
Camilla
Colquitt
Hilton
Saffold
Arlington
Sylvester
Tifton
Ocilla
Wiggins
Fitzgerald
Cuthbert
Dawson
Sasser
Smithville
White House
Georgetown
Cedar Creek
Rochelle
Cordele
Vienna
Montezuma
Hawkinsville
Cochran
Mahrt
Omaha
Richland
Preston
Cusseta
Junction City
Fortson
Pine Mtn.
Manchester
Thomaston
Durand
West Point
Allie
Greenville
Barnesville
Wayside
Roberta
Junction City
Union City
Carrollton
Wansley
Newnan
Senoia
Griffin
Rover
Allie
LaGrange
Greenville
Durand
Pine Mtn.
Manchester
Thomaston
Barnesville
Wayside
Milledgeville
Eatonton
Sparta
Machen
McDonough
Covington
Madison
Monroe
Bishop
Social Circle
Washington
Barnett
Camak
Warrenton
Hephzibah
Waynesboro
Wrens
Sandersville
Louisville
Wadley
Midville
Tennille
Gordon
Wrightsville
Dublin
Swainsboro
Kirby
Dover
Millen
Sylvania
Statesboro
Ardmore
Metter
Vidalia
Claxton
Pembroke
Helena
Hazlehurst
Hester
Richmond Hill
Surrency
Jesup
Alma
Douglas
Everett
Nahunta
Pearson
Willacoochee
Nashville
Waresboro
Folkston
Seals
Kings Bay
Kingsland
St. Mary's
Fargo
Moniac
St. George
Dupont
Quitman
Thomasville
Bainbridge
Lynn
Coolidge
Moultrie
Sparks
Adel
Camilla
Colquitt
Hilton
Saffold
Arlington
Sylvester
Tifton
Ocilla
Wiggins
Fitzgerald
Cuthbert
Dawson
Sasser
Smithville
White House
Georgetown
Cedar Creek
Rochelle
Cordele
Vienna
Montezuma
Hawkinsville
Cochran
Mahrt
Omaha
Richland
Preston
Cusseta
Junction City
Fortson
Pine Mtn.
Manchester
Thomaston
Durand
West Point
Allie
Greenville
Barnesville
Wayside
Roberta
Fort Valley
Warner Robins
Perry
Byron



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C. Assets Exposed to Hazard – The environment is especially vulnerable to hazardous materials releases, with waterways being at greatest risk of contamination. Georgia EPD tracks information on waterways within Lumpkin County that have been contaminated to varying degrees due to hazmat spills. These incidents include contamination to creeks, lakes, storm sewers, wells, and drainage ditches. Such releases are also a potential threat to all property and persons within any primary highway corridors or railroad corridors of Lumpkin County since certain hazmat releases can create several square miles of contamination. The same holds true of property and persons located in the vicinity of facilities or industries that produce or handle large amounts of hazardous materials. The most common hazmat releases have generally included diesel, gasoline, oil, and sewage. Unfortunately, Georgia EPD no longer makes specific hazmat spill information available to the public as they once did. If at some point this changes, that data will be considered at the next Plan update.

All public and private property including critical facilities are susceptible to hazardous materials release since this hazard is not spatially defined. The GEMA map below identifies critical facilities located within the hazard area, which in the case of drought includes all areas within the County and City.



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D. Estimate of Potential Losses - It is difficult to determine potential damage to the environment caused by hazardous materials releases. What can be calculated are the significant response costs incurred once a hazmat release does occur including emergency response, road closings, evacuations, watershed protection, expended man-hours, and cleanup materials and equipment. Corridors for US Routes 19 and 129 and State Routes 9, 11, 52, 60, 115, and 400 are most vulnerable to transportation-related releases. However, such releases can occur in virtually any part of the County accessible by road. Fixed location releases are not as likely to affect the more rural areas of the County. For additional loss estimate information, please refer to the Critical Facilities Database (Appendix A).

E. Multi-Jurisdictional Concerns – All of Lumpkin County, including the City of Dahlonega, is vulnerable to both fixed and transportation-related hazardous materials releases.

F. Hazard Summary – Hazardous materials releases are a significant threat to Lumpkin County. Unknown quantities and types of hazmat are transported through the County by truck and railroad on a daily basis. The main corridors of concern are US Routes 19 and 129 and State Routes 9, 11, 52, 60, 115, and 400. These hazmat shipments pose a great potential threat to all of Lumpkin County. The fact that the County is unable to track these shipments seriously limits the mitigation measures that can be put into place. Fixed hazmat releases are also considered to be a major threat to Lumpkin County due to the industries located therein. Therefore, the Lumpkin County HMPC has identified specific mitigation actions for hazardous materials releases in *Chapter 5*.

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3.2 Dam Failure



A. Hazard Identification – Georgia law defines a dam as any artificial barrier which impounds or diverts water, is 25 feet or more in height from the natural bed of the stream, or has an impounding capacity at maximum water storage evaluation of 100 acre-feet (equivalent to 100 acres one foot deep) or more. Dams are usually constructed to provide a ready supply of water for drinking, irrigation, recreation and other purposes. They can be made of rock, earth, masonry, or concrete or of combinations of these materials.

Dam failure is a term used to describe the major breach of a dam and subsequent loss of contained water. Dam failure can result in loss of life and damage to structures, roads, utilities, crops, and livestock. Economic losses can also result from a lowered tax base, lack of utility profits, disruption of commerce and governmental services, and extraordinary public expenditures for food relief and protection. National statistics show that overtopping due to inadequate spillway design, debris blockage of spillways, or settlement of the dam crest account for one third of all U.S. dam failures. Foundation defects, including settlement and slope instability, account for another third of all failures. Piping and seepage, and other problems cause the remaining third of national dam failures. This includes internal erosion caused by seepage, seepage and erosion along hydraulic structures, leakage through animal burrows, and cracks in the dam. The increasing age of dams nationwide is a contributing factor to each of the problems above.

B. Hazard Profile – Congress first authorized the US Army Corps of Engineers to inventory dams in the United States with the National Dam Inspection Act (Public Law 92-367) of 1972. The Water Resources Development Act of 1986 (P.L. 99-662) authorized the Corps to maintain and periodically publish an updated National Inventory of Dams

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(NID), with re-authorization and a dedicated funding source provided under the Water Resources Development Act of 1996 (P.L. 104-3). The Corps also began close collaboration with the Federal Emergency Management Agency (FEMA) and state regulatory offices to obtain more accurate and complete information. The National Dam Safety and Security Act of 2002 (P.L. 107-310) reauthorized the National Dam Safety Program and included the maintenance and update of the NID by the Corps of Engineers.

The most recent Dam Safety Act of 2006 reauthorized the maintenance and update of the NID.

The NID consists of dams meeting at least one of the following criteria:

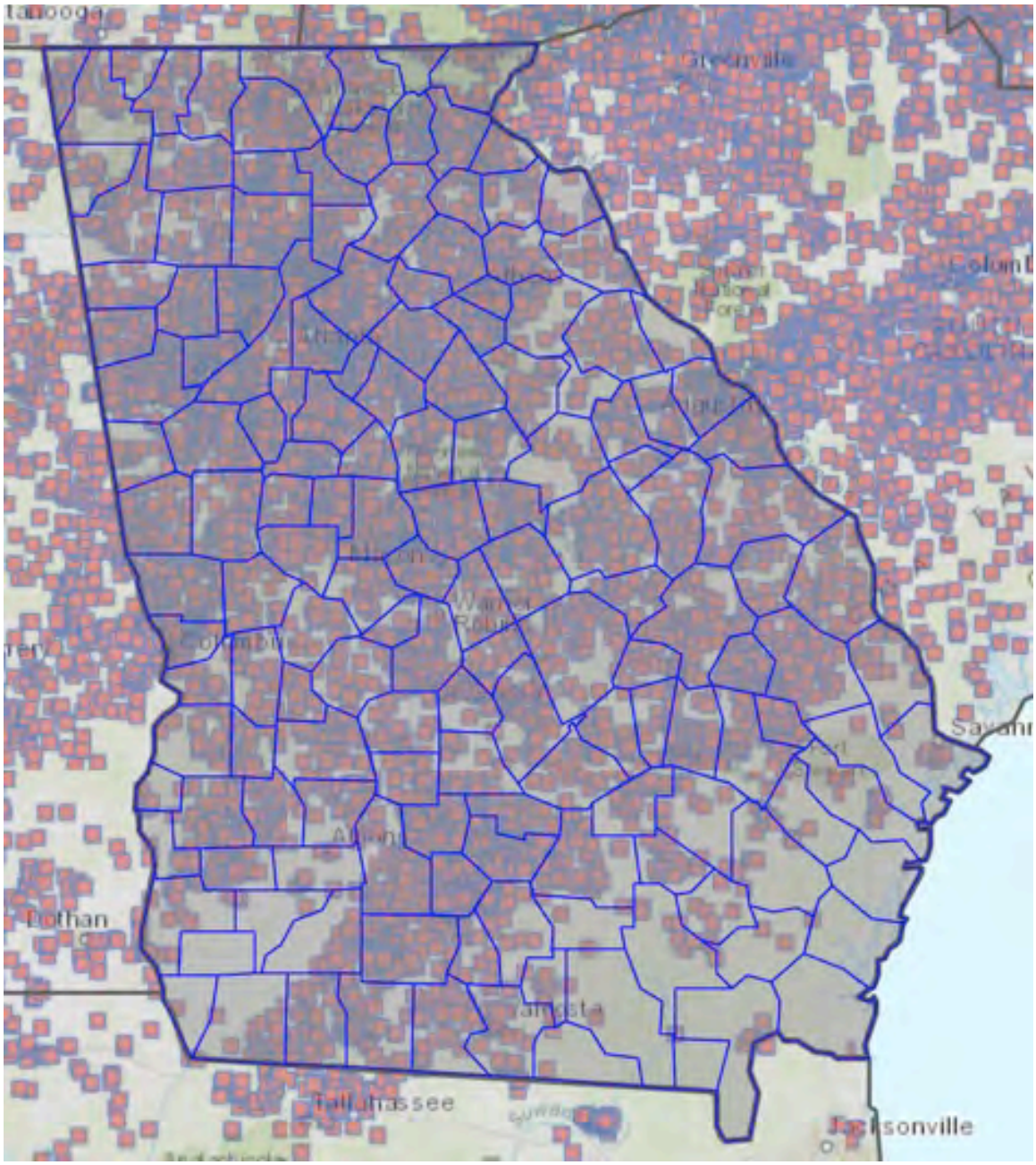
1) High hazard classification - loss of one human life is likely if the dam fails,
2) Significant hazard classification - possible loss of human life and likely significant property or environmental destruction,
3) Equal or exceed 25 feet in height and exceed 15 acre-feet in storage,
4) Equal or exceed 50 acre-feet storage and exceed 6 feet in height.

The goal of the NID is to include all dams in the U.S. that meet these criteria, yet in reality, is limited to information that can be gathered and properly interpreted with the given funding. The inventory initially consisted of approximately 45,000 dams, which were gathered from extensive record searches and some feature extraction from aerial imagery. Since continued and methodical updates have been conducted, data collection has been focused on the most reliable data sources, which are the various federal and state government dam construction and regulation offices. In most cases, dams within the NID criteria are regulated (construction permit, inspection, and/or enforcement) by federal or state agencies, who have basic information on the dams within their jurisdiction. Therein lies the biggest challenge, and most of the effort to maintain the NID; periodic collection of dam characteristics from states, territories, and 18 federal offices. Database management software is used by most state agencies to compile and export update information for the NID. With source agencies using such software, the Corps of Engineers receives data that can be parsed and has the proper NID codes. The Corps can then resolve duplicative and conflicting data from the many data sources, which helps obtain the more complete, accurate, and updated NID.

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The National Inventory of Dams Map for the State of Georgia is located below and displays a State inventory of 5,306 dams. According to the data, the average age of a dam in Georgia is 56 years. Only 2% of Georgia dams are regulated by a Federal agency and 9% of Georgia dams are regulated by a State agency. 1% of Georgia dams generate hydropower. 62% of Georgia high hazard potential dams have an emergency action plan.

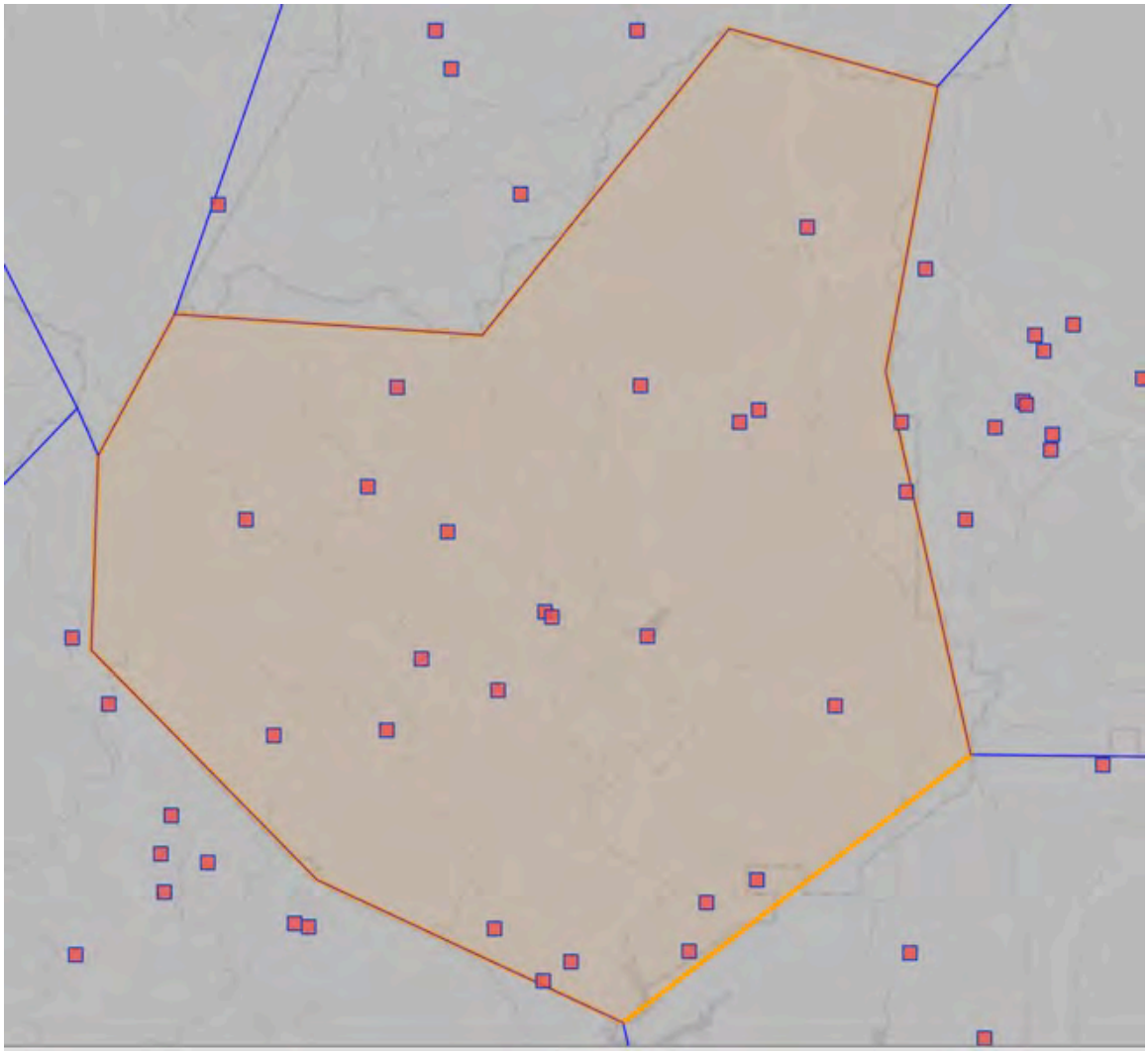
U.S Army Corps of Engineers National Inventory of Dams



Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

The National Inventory of Dams Map for Lumpkin County is located below and displays a county inventory of 23 dams. According to the data, the average age of a dam in Lumpkin County is 54 years. No Lumpkin County dams are regulated by a Federal agency and 22% of Lumpkin County dams are regulated by a State agency. No Lumpkin County dams generate hydropower. 50% of Lumpkin County high hazard potential dams have an emergency action plan.

U.S Army Corps of Engineers National Inventory of Dams – Lumpkin Co.



Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

As you can see in the last chart above, most Georgia dams were built during the 1950's through the 1970's. This puts the average age of Georgia dams at 50+ years old. The Lumpkin County HMPC reviewed data from the US Army Corps of Engineers National Inventory of Dams, the Environmental Protection Division (EPD) within the Georgia Department of Natural Resources (DNR), as well as County records in their research involving dam failure within Lumpkin County. Fortunately, Lumpkin County has never experienced a total dam failure with a Category I dam. It is also possible that some small private dams have been breached at some point in the past, but no records have been found to indicate any type of emergency response related to such a failure, or even that such a failure has taken place. However, the potential for such a disaster does exist, and the appropriate steps must be taken to minimize such risks. The Georgia Safe Dams Program helps to accomplish that.

The Georgia Safe Dams Act of 1978 established Georgia's Safe Dams Program following the November 6, 1977 failure of the Kelly Barnes Dam in Toccoa, GA, in which 39 people lost their lives when the breached dam, which held back a 45-acre lake, sent a 30-foot-high wall of water sweeping through Toccoa Falls College. The Environmental Protection Division (EPD) within the Georgia Department of Natural Resources (DNR) is responsible for administering the Program. The purpose of the Program is to *provide for the inspection and permitting of certain dams in order to protect the health, safety, and welfare of all citizens of the state by reducing the risk of failure of such dams.* The Program has two main functions: (1) to inventory and classify dams and (2) to regulate and permit high hazard dams. Although a total Category I dam failure has never been recorded in Lumpkin County, a partial failure of Lookout Lake Dam did occur in 2004. Mitigation actions are not yet completed for the Dam.

Structures below the State minimum height and impoundment requirements (25 feet or more in height or an impounding capacity of 100 acre-feet or more) are exempt from regulation by the Georgia Safe Dams Program. The Program checks the flood plain of the dam to determine its hazard classification. Specialized software is used to build a computer model to simulate a dam breach and establish the height of the flood wave in the downstream plain. If the results of the dam breach analysis, also called a flood routing, indicate that a breach of the dam would result in a probable loss of human life, the dam is classified as Category I (high-hazard). As of December 2014, the Program's statewide inventory of dams consisted of 475 Category I dams, 3,410 Category II dams and 1,186 exempt dams. The Program noted that an additional 120 Category II dams needed to be studied for possible reclassification to Category I dams. The Safe Dams Program also approves plans and specifications for construction and repair of all Category I dams. In addition, Category I dams are continuously monitored for safety by Georgia EPD.

To date, the Safe Dam Program has identified **six Category I dams** within Lumpkin County. These include Etowah River Watershed Structure No. 25, Etowah River Watershed Structure No. 26, Rainbow Lake Dam, Roskin Lake Dam, Whitner's Lake Dam, and Yahoola Creek Reservoir Dam. The additional 23 classified dams within the County are Category II dams (21) or exempt dams (2). There may be a number of unclassified dams within the County as well. The Program requires all Category II dams to be inventoried at least every five years.

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C. Assets Exposed to Hazard – Areas most vulnerable to the physical damages associated with dam failure within Lumpkin County, though such a risk appears to be relatively low, are the low-lying and downstream areas associated with Etowah River Watershed Structure No. 25, Etowah River Watershed Structure No. 26, Rainbow Lake Dam, Roskin Lake Dam, Whitner's Lake Dam, and Yahoola Creek Reservoir Dam. Although physical damages associated with dam failure would be limited to certain areas, the damage to the local economy and problems associated with delivery of water and other utilities could be felt Countywide and include all areas of the County and City.

D. Estimate of Potential Losses - Loss estimation due to dam failure is an approximate effort, at best. Direct loss to infrastructure, critical facilities and businesses in terms of repair and replacement can be roughly estimated. For additional loss estimate information, please refer to the Critical Facilities Database (Appendix A).

E. Multi-Jurisdictional Concerns – All of Lumpkin County, including the City of Dahlonega, is vulnerable to the negative impact of dam failure.

F. Hazard Summary – Even though a total failure of a Category I dam has never been recorded in Lumpkin County, the Lumpkin County HMPC has identified some specific mitigation actions for dam failure in *Chapter 5*.

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3.3 Pandemic



A. Hazard Identification – A pandemic is defined as an outbreak of a disease that occurs over a wide geographic area and affects an exceptionally high proportion of the population. A widespread endemic disease with a stable number of infected people is not a pandemic. Widespread endemic diseases with a stable number of infected people such as recurrences of seasonal influenza are generally excluded as they occur simultaneously in large regions of the globe rather than being spread worldwide. A pandemic is an epidemic occurring on a scale that crosses international boundaries, usually affecting people on a worldwide scale. A disease or condition is not a pandemic merely because it is widespread or kills many people; it must also be infectious. For instance, cancer is responsible for many deaths but is not considered a pandemic because the disease is neither infectious nor contagious.

B. Hazard Profile – Throughout history, there have been a number of pandemics of diseases such as smallpox and tuberculosis. The most fatal pandemic recorded in human history was the Black Death (also known as The Plague), which killed an estimated 75–200 million people in the 14th century. Other notable pandemics include the 1918 influenza pandemic (Spanish flu). Current pandemics include HIV/AIDS and COVID-19.

C. Assets Exposed to Hazard –. All areas within Lumpkin County are susceptible to pandemics since they can occur anywhere that people are located. The more densely populated the specific area, the higher the likelihood of transmission. The likelihood of a pandemic in Lumpkin County and the City of Dahlonega is low, but the consequences should one occur has the potential to be extremely high.

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D. Estimate of Potential Losses - For loss estimate information, please refer to Appendix A, the Critical Facilities Database, and Appendix D, Worksheet 3a, for each jurisdiction.

E. Multi-Jurisdictional Concerns – All of Lumpkin County, including the City of Dahlonega, is vulnerable to the negative impact of pandemics.

F. Hazard Summary – The Lumpkin County HMPC has identified some specific mitigation actions for pandemic in *Chapter 5*.

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Chapter 4
Land Use and Development Trends

After review by the HMPC, it was determined that current and future development does not appear to significantly impact the vulnerabilities of Lumpkin County or the City of Dahlonega. Nevertheless, the most current development information available is outlined below.

Development within the County has been steadily increasing since 2015. Single-family residential permitting has increased significantly. Commercial permitting has also increased. The majority of the recent residential development has been in the southwestern portion of the county. This development is overwhelmingly in subdivisions that were originally developed prior to the economic downturn in 2008. The remaining single-family housing is scattered throughout the county in new subdivisions or on individual parcels. Commercial development has been mainly located along the SR 400 and SR 60 corridors in the southern portion of the County.

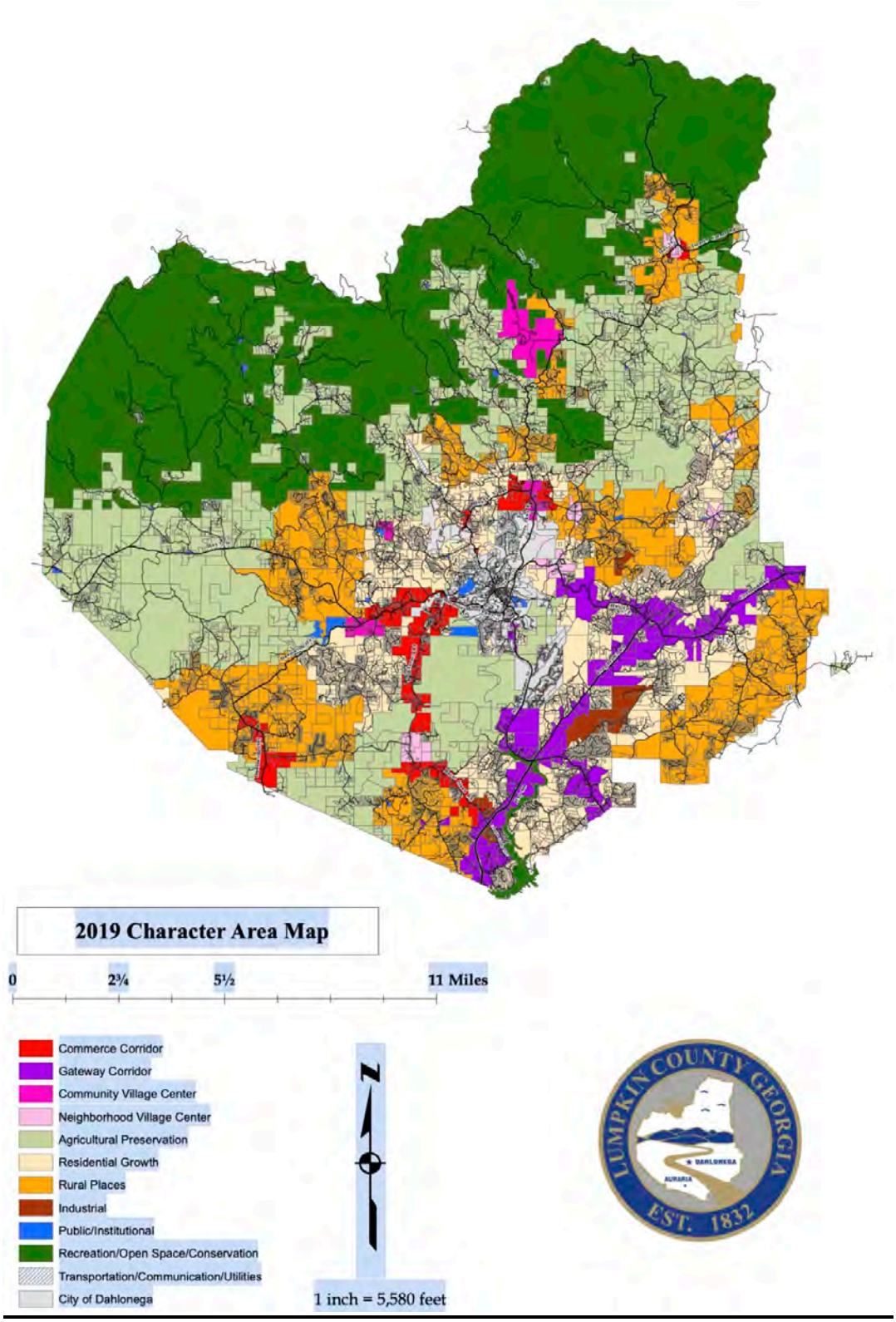
Development in the City of Dahlonega is centered around the University of North Georgia campus. This development consists mainly of multifamily housing and university-owned buildings. Much of the remaining development is tourism oriented.

The Legend below applies to the Lumpkin County Character Area Map 2019 on the following page.



Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

Lumpkin County Character Area Map 2019



Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

Local Capability Assessment

Reviewed planning mechanisms	Method of use in Hazard Mitigation Plan	Jurisdictions Plan can be used to implement mitigation actions in (Lumpkin = L, Dahlonega = D, All = A)
Comprehensive Plan (multi-jurisdictional)	Development trends	A
Local Emergency Operations Plan	Assessing vulnerabilities	A
Storm Water Management / Flood Damage Protection Ordinance	Mitigation strategies	A
Building and Zoning Codes and Ordinances	Development trends; Future growth	A
Mutual Aid Agreements	Assessing vulnerabilities	A
State Hazard Mitigation Plan	Risk assessment	A
Land Use Maps	Assessing vulnerabilities; Development trends; Future growth	A
Critical Facilities Maps	Locations	A
Community Wildfire Protection Plan	Mitigation strategies	A

Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

Chapter 5
Hazard Mitigation Goals, Objectives, & Actions

When Lumpkin County and the City of Dahlonega begin any large-scale planning effort, it is imperative that the planning process is driven by a clear set of goals and objectives. Goals and objectives are the foundation of an effective Hazard Mitigation Plan. They address the key problems and opportunities to help establish a framework for identifying risks and developing strategies to mitigate those risks. Lumpkin County's multi-jurisdictional Hazard Mitigation Planning Committee (HMPC) reviewed and re-evaluated the four major goals and numerous objectives for the purposes of this Plan and determined that they all remain valid and effective. No changes were recommended.

In order to fully understand the hazard mitigation goals, objectives, and actions, it is necessary to clearly define the terms **"goal"**, **"objective"**, and **"action"**:

A **goal** is a broad-based statement of intent that establishes the direction for the Lumpkin County Hazard Mitigation Plan. Goals can essentially be thought of as the desired "outcomes" of successful implementation of the Plan.
An **objective** is the stated "means" of achieving each goal, or the tasks to be executed in the process of achieving goals.
An **action** is a project-specific strategy to mitigate a particular hazard event within the context of the overarching goals and objectives.

While specific mitigation actions are listed later in this chapter, it is important to note that the actions were selected and evaluated in relation to the overarching hazard mitigation goals and objectives of this plan, which are as follows:

Goal #1. Protect life and minimize loss of property damage.

Objective 1-1. Implement mitigation actions that will assist in protecting lives and property by making homes, businesses, public facilities, and infrastructure more resistant to vulnerable hazards.
Objective 1-2. Review existing ordinances, building codes, and safety inspection procedures to help ensure that they employ the most recent and generally acceptable standards for the protection of buildings.
Objective 1-3. Ensure that public and private facilities and infrastructure meet established building codes and enforce the codes to address any deficiencies.
Objective 1-4. Implement mitigation actions that encourage the protection of the environment.
Objective 1-5. Integrate the recommendations of this plan into existing land use plans and capital improvement programs.
Objective 1-6. Build upon past databases to ensure that vulnerable hazards' risks are accurate.

Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

Goal #2. Increase Public Awareness.

Objective 2-1. Develop and implement additional education and outreach programs to increase public awareness of the risks associated with hazards and on specific preparedness activities available.
Objective 2-2. Encourage homeowners and businesses to take preventative actions and purchase hazard insurance.

Goal #3. Encourage Partnerships.

Objective 3-1. Strengthen inter-jurisdictional and inter-agency communication, coordination, and partnerships to foster hazard mitigation actions designed to benefit multiple jurisdictions.
Objective 3-2. Identify and implement ways to engage public agencies with individual citizens, nonprofit organizations, business, and industry to implement mitigation activities more effectively.

Goal #4. Provide for Emergency Services.

Objective 4-1. Where appropriate, coordinate and integrate hazard mitigation actions with existing emergency operations plans.
Objective 4-2. Identify the need for, and acquire, any special emergency services and equipment to enhance response capabilities for specific hazards.
Objective 4-3. Encourage the establishment of policies to help ensure the prioritization and implementation of mitigation actions designed to benefit critical facilities, critical services, and emergency traffic routes.

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Format Utilized to Develop Mitigation Actions

The HMPC reviewed each jurisdiction's annual budget, multiyear work programs, and comprehensive plans to determine existing mitigation actions that met the goals and objectives of this Plan. The committee then developed a list of tentative mitigation actions based on committee members' personal knowledge, interviews with other officials of each jurisdiction, and knowledge of successful actions implemented in other communities.

The committee members developed a prioritized list utilizing the GEMA recommended STAPLEE prioritization methodology, with special emphasis on the following:

1. Cost effectiveness (and when potential federal projects are anticipated, cost-benefit reviews will be conducted prior to application);
2. Comprehensiveness, i.e. addresses a specific goal and objective;
3. Addresses reducing effects of hazards on new and existing buildings and infrastructure;
4. Addresses reducing effects of hazards on critical facilities where necessary; and,
5. Identification of future public buildings and infrastructure (Note: recognizing that the Plan may be modified and evaluated during the monitoring and evaluation period, and will definitely be completely updated within the federally mandated five year approval cycle, future development including future buildings will only include the five year period from Plan completion).

All rankings were composited to represent the consensus of the HMPC.

Members of the HMPC prioritized the potential mitigation measures identified in this Plan. A list of mitigation goals, objectives and related action items was compiled from the inputs of the HMPC, as well as from others within the community. The subcommittee prioritized the potential mitigation measures based on what they considered most beneficial to the community. Several criteria were established to assist HMPC members in the prioritization of these suggested mitigation actions. Criteria included perceived cost benefit or cost effectiveness, availability of potential funding sources, overall technical feasibility, measurable milestones, multiple objectives, determination of public and political support for the proposed actions, and the STAPLEE method described above. Through this prioritization process, several projects emerged as being a greater priority than others. Some of the projects involved expending considerable amounts of funds to initiate the required actions. Most projects allowed the community to pursue completion of the project using potential grant funding. Still others required no significant financial commitment by the community. All proposed mitigation actions were evaluated to determine the degree to which the County would benefit in relation to the project costs. After review by the HMPC, the prioritized list of mitigation measures, as presented within this Plan, was determined.

This same method of prioritization was utilized for the prior update to this Plan. Additionally, it was reviewed by the HMPC during the current plan update process and approved for continued use due to its effectiveness. No changes were recommended.

Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

Mitigation Actions

Each mitigation action is presented by jurisdiction, or in the case of joint actions by multiple jurisdictions, or by independent public bodies (such as School System), or by private nonprofits (such as the Medical Center), in priority order (objective), by best estimate of cost, if applicable, by potential funding source if other than operating budgets, by department or agency that will administer the action, and by timeframe. Timeframes do not begin until funding is obtained for any particular project unless otherwise indicated.

Each mitigation action that follows may be supported by one or more jurisdictions below, as indicated by the corresponding letters as follows:

L = Lumpkin County (unincorporated)
D = City of Dahlonega

A = All of the above jurisdictions

The City of Dahlonega has a relatively small population. Due to limited financial and human resources, much support with regard to public safety is provided by Lumpkin County. This includes assistance with emergency management, fire protection, and law enforcement. The City does have some capability, but it is augmented by the County. Therefore, many mitigation actions included on behalf of the County in the Plan are likely to have an indirect benefit for the City of Dahlonega.

Each mitigation action that follows is designed to mitigate one or more hazards discussed in this Plan. Those specific hazards are listed for each mitigation action at the end of each mitigation action description. The term "All" as used in the mitigation action section below refers to all hazards discussed in this Plan (severe thunderstorm, winter storm, flooding, tornado, wildfire, drought, earthquake, hazardous materials release, and dam failure). Each mitigation action that follows mitigates the effects of hazards on existing structures/infrastructure, future structures/infrastructure, or both, as indicated. In addition, the status of each mitigation action that follows is indicated by one of the following three terms:

PRELIMINARY – unfunded projects or projects in planning stages.
IN PROGRESS – funded projects that have begun but aren't completed.
ONGOING – continuous projects that are never truly completed; may be funded or unfunded at any given time but are expected to continue unless removed from Plan.

**Note: Fully completed or deleted projects are not found in the chart below, but in Appendix D.*

Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

Priority	Mitigation Action	Hazard(s) Addressed	Jurisdictional Participants	Likely Lead Dept, Jurisdiction or Agency	Project Status	Cost Estimate	Potential Funding Source(s) – not all inclusive	Project Completion from start	Goals and Objectives	Structures & Infrastructure Impacted
1	Public Awareness Campaign	All	A	Lumpkin County EMA	Ongoing	$5K/year	Public and private funding; general funds	5 years	2-1, 2-2, 3-2	Existing
2	Civic Ready System	All	A	Lumpkin County EMA	Ongoing	$12.5K/yr	Public and private funding; general funds	5 years	2-1, 3-1, 4-2, 4-3	Existing
3	Dam Breech Study – separate computer system/plotter	Dam Failure	A	Lumpkin County Planning Dept	In Progress	$22K	Public and private funding; general funds	5 years	1-1, 1-2, 1-3, 1-4, 1-5, 1-6, 2-2, 4-1, 4-3	Existing and Future
4	Obtain Repeater Monitoring System	All	A	Lumpkin County EMA	Preliminary	$40K	SPLOST, Public and private funding; general funds	2 years	1-3, 3-1, 4-2, 4-3	Existing and Future
5	Explore Creation of an LEPC	All	A	Lumpkin County EMA	Preliminary	Staff time	Public and private funding; general funds	2 years	1-1, 1-2, 1-3, 1-4, 1-6, 2-1, 3-1, 3-2, 4-1, 4-2, 4-3	Existing and Future
6	Complete Digital Radio System including repeaters, radios, control stations, antenna, and other components	All	L	Lumpkin County Board of Commissioners	Preliminary	$85,425	SPLOST, Public and private funding; general funds	2 years	1-3, 3-1, 4-2, 4-3	Existing and Future
7	Power line clearing	Winter Storms	A	Power companies	Ongoing	Power company staff time	Private funding by power companies	5 years	1-1, 1-2, 1-3, 1-4, 4-3	Existing
8	Generators for Critical Facilities (see Appendix D)	All	L	Lumpkin County EMA	Ongoing	$197,878	Public and private funding; general funds	5 years	1-1. 4-1	Existing and Future
9	Community Wildfire Protection Plan (CWPP)	Wildfire	A	Lumpkin County Fire Dept	Ongoing	$5K/year	GFC, Public and private funding; general funds	5 years	1-1, 1-2, 1-3, 1-4, 1-6, 2-1, 3-1, 3-2, 4-1, 4-2, 4-3	Existing and Future
10	Participate in the NFIP Community Rating System (CRS)	Flooding	A	Lumpkin County Planning Dept, City of Dahlonega	Ongoing	Staff time	Public and private funding; general funds	5 years	1-1, 1-2, 1-3, 1-4, 1-5, 1-6, 2-1, 2-2, 3-1, 3-2, 4-1, 4-3	Existing and Future
11	Road Culvert and Ditch Improvements	Flooding	A	Lumpkin County Public Works, City of Dahlonega	Ongoing	$135K for non-emergency maintenance (annually)	Public and private funding; general funds	5 years	1-1, 1-2, 1-3, 4-2	Existing and Future
12	Stockpile of PPE for biological outbreaks	Pandemic	A	Lumpkin County EMA	Ongoing	$100K per year	Public and private funding; general funds	5 years	1-1, 4-2, 4-3	Existing and Future

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Priority	Mitigation Action	Hazard(s) Addressed	Jurisdictional Participants	Likely Lead Dept, Jurisdiction or Agency	Project Status	Cost Estimate	Potential Funding Source(s) – not all inclusive	Project Completion from start	Goals and Objectives	Structures & Infrastructure Impacted
13	Bridge Maintenance	All	A	Lumpkin County Public Works	Ongoing	$50K-$1.3 million per bridge	Public and private funding; general funds	5 years	1-1, 1-2, 1-3, 4-2	Existing and Future
14	Public Warning System	Tornado, Severe Thunderstorm	A	Lumpkin County EMA, City of Dahlonega	Ongoing	$350K/year	Public and private funding; general funds	5 years	1-3, 3-1, 4-2, 4-3	Existing and Future
15	New EOC	All	A	Lumpkin County EMA	Preliminary	$4 million	Public and private funding; general funds	3 years	3-1, 4-2, 4-3	Existing and Future
16	New 911 Facility including equipment	All	A	Lumpkin County 911	Preliminary	$5.5 million	Public and private funding; general funds	3 years	3-1, 4-2, 4-3	Existing and Future
17	Emergency Services Vehicles/Equipment Replacement Program	All	L	Lumpkin County Emergency Services	Ongoing	$1 million per year	Public and private funding; general funds	5 years	1-1, 4-2, 4-3	Existing and Future
18	Establishment of health screening stations at government locations	Pandemic	L	Lumpkin County EMA	Preliminary	$100K initial investment	Public and private funding; general funds	2 years	2-1, 3-1, 4-2, 4-3	Existing
19	Interconnection to other water systems	All	A	Lumpkin County Water & Sewerage Dept, City of Dahlonega Public Utilities	Ongoing	$10 million +	Public and private funding; general funds	5 years	1-1, 1-3, 1-4, 1-5, 4-3	Existing and Future
20	Bypass pumps for lift stations	All	D	City of Dahlonega Public Utilities	Preliminary	$100K each (5 currently needed for total of $500K)	Public and private funding; general funds	3 years	1-1, 4-1	Existing and Future
21	USAR Stabilization Kits including multi-hazard accessory kits (4)	All	L	Lumpkin County EMA	Preliminary	$7,500 x 4 ($30K total)	Public and private funding; general funds	1 year	1-1, 4-2, 4.3	Existing and Future
22	Portable generator for Lumpkin Water Authority	All	L	Lumpkin County Water & Sewerage Dept	Preliminary	$60K	Public and private funding; general funds	1 year	1-1, 4-1	Existing and Future
23	Traffic/Public Safety Portable Message Boards	All	L	Lumpkin County EMA	Preliminary	$40K ($20K each x 2)	Public and private funding; general funds	1 year	1-3, 3-1, 4-2, 4-3	Existing and Future
24	Web-enabled video equipment and infrastructure necessary for virtual communications	Pandemic	L	Lumpkin County EMA	Preliminary	$500K minimum	Public and private funding; general funds	3 years	1-3, 3-1, 4-2, 4-3	Existing and Future

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Chapter 6
Executing the Plan

6.1 – Action Plan Implementation

The hazard mitigation planning process was overseen by the Lumpkin County Emergency Management Agency. Facilitation of the planning process was conducted by North Georgia Consulting Group, LLC. Once GEMA completes its initial review of this Plan, it will be presented to the Lumpkin County Board of Commissioners for consideration. Once adopted, the Lumpkin County EMA Director shall assume responsibility for the maintenance of the Plan. It shall be the responsibility of the EMA Director to ensure that this Plan is utilized as a guide for initiating the identified mitigation measures within the community. The EMA Director shall be authorized to convene a committee to review and update this Plan annually. The Plan will also have to be updated and resubmitted once every five years. Through this Plan updating process, the EMA Director shall identify projects that have been successfully undertaken in initiating mitigation measures within the community. These projects shall be noted within the planning document to indicate their completion. Additionally, the committee called together by the EMA Director shall help to identify any new mitigation projects that can be undertaken in the community.

Members of the HMPC prioritized the potential mitigation measures identified in this Plan. A list of mitigation goals, objectives and related action items was compiled from the inputs of the HMPC, as well as from others within the community. The subcommittee prioritized the potential mitigation measures based on what they considered most beneficial to the community. Several criteria were established to assist HMPC members in the prioritization of these suggested mitigation actions. Criteria included perceived cost benefit or cost effectiveness, availability of potential funding sources, overall feasibility, measurable milestones, multiple objectives, and both public and political support for the proposed actions. Through this prioritization process, several projects emerged as being a greater priority than others. Some of the projects involved expending considerable amounts of funds to initiate the required actions. Most projects allowed the community to pursue completion of the project using potential grant funding. Still others required no significant financial commitment by the community. All proposed mitigation actions were evaluated to determine the degree to which the County will benefit in relation to the project costs. After review by the HMPC, the prioritized list of mitigation measures, as presented within this Plan, was determined.

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6.2 – Evaluation

As previously stated, the Lumpkin County EMA Director will be charged with ensuring that this plan is monitored and updated at least annually or more often if deemed necessary. The method of evaluation will consist of utilizing a checklist to determine what mitigation actions were undertaken, the completion date of these actions, the cost associated with each completed action, and whether actions were deemed to be successful. A committee, perhaps with much of the same membership as the existing HMPC, will convene in order to accomplish the annual plan evaluation. Additionally, the EMA Director is encouraged to maintain a schedule of regular meetings, either quarterly or semiannually to preserve continuity throughout the continuing process. These meetings will provide an opportunity to discuss the progress of the action items and maintain the partnerships that are essential for the sustainability of the HMP. The EMA Director will ensure the results of the evaluation(s) are reported to the Lumpkin County Board of Commissioners, as well as to any agencies or organizations having an interest in the hazard mitigation activities identified in the plan.

6.3 – Multi-Jurisdictional Strategy and Considerations

As set forth by Georgia House Bill 489, the Emergency Management Agency is the overall implementing agency for projects such as hazard mitigation. Lumpkin County will work in the best interests of the County as well as the City of Dahlonega. Each of these municipalities played an active role in the planning process. Participation from each jurisdiction was solicited and received by Lumpkin County EMA. As a result, a truly multi-jurisdictional plan was created for Lumpkin County and the City of Dahlonega, with ideas and viewpoints of all participants included.

6.4 – Plan Update and Maintenance

According to the requirements set forth in the Disaster Mitigation Act of 2000, Lumpkin County is required to update and revise the Hazard Mitigation Plan every five years. However, the Hazard Mitigation Planning Committee will meet on the plan approval anniversary date of every year, or within 30 days of said date as determined and scheduled by the EMA Director, to complete a review of the Hazard Mitigation Plan. At each such meeting, the HMPC will review the main facets of the HMP including the vulnerability assessment, critical facilities inventory, and mitigation goals, objectives, and actions. All revisions will be posted to the County website for public review and comment. Further revisions may take place based upon public comments received.

It is during this review process that the mitigation strategies and other information contained within the Hazard Mitigation Plan are considered for incorporation into other planning mechanisms as appropriate. Opportunities to integrate the requirements of this HMP into other local planning mechanisms will continue to be identified through future meetings of the HMPC on an annual basis.

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The HMPC recognizes the need to integrate other plans, codes, regulations, procedures and programs into future Hazard Mitigation Plan (HMP) updates. This plan is multi-jurisdictional; therefore the mechanism for implementation of various mitigation plan items may vary by jurisdiction. This includes reviewing other local planning documents, processes or mechanisms for possible integration with the HMP.

To Be Reviewed in Future Update

Existing planning mechanisms	Method of use in Hazard Mitigation Plan
Comprehensive Plan (multi-jurisdictional)	Development trends
Local Emergency Operations Plan	Identifying hazards; Assessing vulnerabilities
Storm Water Management / Flood Damage Protection Ordinance	Mitigation strategies
Building and Zoning Codes and Ordinances	Development trends; Future growth
Mutual Aid Agreements	Assessing vulnerabilities
State Hazard Mitigation Plan	Risk assessment
Land Use Maps	Assessing vulnerabilities; Development trends; Future growth
Critical Facilities Maps	Locations
Community Wildfire Protection Plan	Mitigation strategies

It will be the responsibility of each participating jurisdiction to determine additional implementation procedures when appropriate.

Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

During the planning process for new and updated local planning documents such as a comprehensive plan or Local Emergency Operations Plan, the EMA Director will provide a copy of the HMP to the appropriate parties. It will be recommended that all goals and strategies of new and updated local planning documents be consistent with, and support the goals of, the HMP and will not contribute to increased hazards in the affected jurisdiction(s).

Although it is recognized that there are many benefits to integrating components of this plan into other local planning mechanisms, and that components are actively integrated into other planning mechanisms when appropriate, the development and maintenance of this stand-alone HMP is deemed by the committee to be the most effective method to ensure implementation of local hazard mitigation actions at this time. Therefore, the review and incorporation efforts made in this update and the last, which consisted of a simple review of the documents listed in the chart above by various members of the HMPC, are considered successful by the HMPC and will likely be utilized in future updates.

The County's EMA is committed to incorporating hazard mitigation planning into its Local Emergency Operations Plan and other public emergency management activities. As the EMA Director becomes aware of updates to other County or City plans, codes, regulations, procedures and programs, the Director will continue to look for opportunities to include hazard mitigation into these mechanisms.

The Lumpkin County HMPC will reconvene not later than the fourth anniversary of the plan approval anniversary date, as determined and scheduled by the EMA Director, to begin planning for the formal Hazard Mitigation Plan revision process. The revision process will include a clear schedule and timeline, and identify any agencies or organizations participating in the plan revision. The committee will review the mitigation goals, objectives and actions to determine their relevance to changing situations within the different jurisdictions, as well as changes in State or Federal policy, and to ensure current and expected conditions are being addressed. The HMPC will also review the prior vulnerability assessments to determine if this information should be updated or modified, given any new available data.

Lumpkin County is dedicated to involving the public directly in reviews and updates of the HMP. During the plan revision process, the committee will conduct, at a minimum, two public hearings during the revision process. These public hearings will provide the public a forum for which they can express their concerns, opinions, or ideas about the Plan. Additionally, if persons from the community express interest in participation in the planning process, they will be provided the opportunity, via meetings, the County website, social media, and/or public forums, to suggest possible mitigation measures for the community. Documentation will be maintained to indicate all efforts at continued public involvement. All relevant information will be forwarded to GEMA and FEMA as a product of the proposed plan revision. Public involvement activities will continue throughout the 5-year planning cycle and will be evaluated for effectiveness by the HMPC next planning cycle.

Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

The EMA Director will ensure the revised plan is presented to the governing body of each jurisdiction for formal adoption. In addition, all holders of the HMP will be notified of affected changes. The EMA Director shall submit a revised Hazard Mitigation Plan not later than the five-year anniversary of the most recently updated HMP to the Georgia Emergency Management Agency for review and subsequent submittal to the Federal Emergency Management Agency for ultimate approval.

Once approved by FEMA, copies of the Lumpkin County Hazard Mitigation Plan will be provided by the EMA Director to the appropriate governmental jurisdictions, agencies, and/or departments for review and possible inclusion into plans and programs. The HMP will be distributed by the EMA Director to the appropriate officials to allow them to review the Plan and determine to what extent the Plan should be integrated into, or referenced by, other plans and programs. Limitations may be placed on certain sensitive information by the EMA Director.

Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

Chapter 7
Conclusion

7.1 – Summary

Lumpkin County has gained a great deal of knowledge relating to the County's disaster history and future potential for disaster as a result of the hazard mitigation planning process. This includes an extensive hazard history of recorded hazard events from the past fifty years, a detailed critical facilities database with valuable information on some of most critical county and city structures, as well as some valuable ideas from the community abroad concerning measures that should be considered for future hazard mitigation. Community involvement has been at the heart of this effort. Not only did the planning process include the creation of a Hazard Mitigation Planning Committee with representatives from all walks of life, but two public hearings were conducted to provide all Lumpkin County citizens with the opportunity to comment on, and offer suggestions concerning potential hazard mitigation measures within the community. Lumpkin County, the City of Dahlonega all worked in concert to ensure a broad range of citizens were represented. Elected officials, local government employees, public safety officials, Red Cross representatives, GA Forestry representatives, businesspersons, media, and other volunteers and interested parties provided important varying viewpoints to create a workable Plan. GEMA and NGCG provided valuable assistance as well. These efforts have all had the effect of better protecting our Community from the threats of nature and technology. While it would be naïve to believe this Plan provides complete protection to Lumpkin County and its residents, it is the hope of all parties involved in this planning process that the recommended mitigation measures contained within the Plan will provide some level of increased preparedness as well as spur further discussion and planning related to the important subject of Hazard Mitigation.

Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

7.2 – References

Publications/Documents:
The Disaster Mitigation Act of 2000
Robert T. Stafford Disaster Relief and Emergency Assistance Act
FEMA Pre-Disaster Mitigation *How-to Guides #1, 2, 3, 7*
GEMA Supplements to FEMA Pre-Disaster Mitigation How-to Guides
Georgia Tornado Database 1808 – 2002 (Westbrook)
Earthquake Information Bulletin, Volume 3, Number 6, November-December 1971
Lumpkin County Hazard Mitigation Plan

Web Sites:
www.fema.gov (FEMA)
www.usfa.fema.gov (USFA)
www.fs.fed.us (USFS Fire Danger Class)
www.cpc.ncep-noaa.gov (Drought Severity Index)
www.ncdc.noaa.gov (National Climatic Data Center)
http://eqint.cr.usgs.gov (USGS Earthquake Probability Maps)
www.tornadoproject.com (Tornado Project Online)
www.disastercenter.com (The Disaster Center)
www.gema.state.ga.us (GEMA)
www.gfc.state.ga.us (GFC)
www.georgiadrought.org (Drought in Georgia)
www.weather.com (The Weather Channel)
www.accuweather.com (AccuWeather)

Other Sources:
American Red Cross
American Society of Civil Engineers
Lumpkin County
City of Dahlonega
Federal Emergency Management Agency
Georgia Department of Natural Resources
Georgia Emergency Management Agency
Georgia Forestry Commission
Georgia Safe Dams Program
National Climatic Data Center
National Oceanic & Atmospheric Administration
National Weather Service
New Georgia Encyclopedia (www.georgiaencyclopedia.org)
U.S. Army Corps of Engineers
U.S. Census Bureau
U.S. Fire Administration
U.S. Forest Service
U.S. Geological Survey

Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

Appendices

Appendix A – Critical Facilities Database

Appendix B – Hazard History Database

Appendix C – Hazard Frequency Table

Appendix D – Other Planning Documents

Appendix E - Glossary

Attachment: Lumpkin HMP 2021 (2022 - 14 : Resolution to Adopt the Hazard Mitigation Plan Update)

Lumpkin County, Georgia

Sheriff's Department

Date: March 15, 2022

Agenda Item: CorrectHealth Inmate Medical Contract Amendment

Item Description: CorrectHealth Inmate Medical Contract Amendment

Facts & Historical Information:

Potential Courses Of Action:

Contract Term:

Budget Impact:

Staff Recommendation:

Attachments:
RenewalLumpkin220110.docx

DocuSign Envelope ID: 6067DD27-C734-4307-95A0-E63187C33CCA

1720 Windward Concourse • Suite 300 • Alpharetta, GA • 30005

Main Phone 770.692.4750 • Main Fax 770.692.4754 • www.CorrectHealth.org

Stacy M. Scott, Esq. ♦ Chief Legal Officer
Direct Dial: 770.692.4758 ♦ Legal Fax: 770.692.9379
stacy.scott@correcthealth.org

January 11, 2022

VIA EMAIL
Sheriff Stacy Jarrard
Lumpkin County Sheriff's Office
385 E. Main Street
Dahlonega, GA 30533
Email: stacy.jarrad@lumpkincounty.gov

RE: Health Services Agreement – Renewal (01/01/22 – 12/31/22)

Dear Sheriff Jarrard,

This letter in in follow up to your recent discussions with John Ritter.

Enclosed you will find an amendment, which will renew our Contract from January 1, 2022 through December 1, 2022. The changes set forth in the Amendment reflect your recent discussions with John Ritter. Should this Amendment meet with your approval, please have it executed and returned to me via email.

Sheriff, thank you for your assistance in this matter and please do not hesitate to let us know if you have any further questions or need additional clarification.

Sincerely,

DocuSigned by:
Stacy M Scott
A027A71D1EBA448...

Stacy M. Scott, Esq.
Chief Legal Officer
CorrectHealth Lumpkin, LLC

Attachment: RenewalLumpkin220110.docx (2022-005 : CorrectHealth Inmate Medical Contract Amendment)

DocuSign Envelope ID: 6067DD27-C734-4307-95A0-E63187C33CCA

AMENDMENT
HEALTH SERVICES AGREEMENT

This Health Services Agreement (hereinafter referred to as "Agreement") by and between the Lumpkin County, Georgia ("County") and CorrectHealth Lumpkin, LLC (hereinafter referred to as "Company"), originally entered into on December 15, 2011 is hereby amended effective January 1, 2022, as follows.

I. **ARTICLE VI, SECTION 6.1 IS AMENDED BY DELETING ARTICLE VI, SECTION 6.1, IN ITS ENTIRETY AND INSERTING IN LIEU THEREOF THE FOLLOWING:**

6.1 Term. This Agreement will be effective as of 12:00 A.M. on January 1, 2022, and end at 11:59 P.M. on December 31, 2022. This Agreement is automatically renewable under like terms for additional terms of one (1) year, subject to negotiation of the service component and agreed-upon compensation adjustments, unless either party delivers written notice of non-renewal to the other party at least sixty (60) days prior to the expiration of the then-existing term.

II. **ARTICLE VII, SECTION 7.1 IS AMENDED BY DELETING ARTICLE VII, SECTION 7.1, IN ITS ENTIRETY AND INSERTING IN LIEU THEREOF THE FOLLOWING:**

7.1. Base Compensation & Per Diem Compensation. COUNTY will pay COMPANY an annual base of $332,395.98. Payments will be $27,699.67 per month. This compensation level assumes a maximum inmate population of 160 inmates.

7.1.a. COMPANY will invoice COUNTY during the month prior to the month of service. COUNTY agrees to pay COMPANY within thirty (30) days of receipt of the invoice. In the event this agreement should terminate on a date other than the end of a calendar month, compensation to COMPANY will be prorated accordingly for the shortened month.

7.1.b The above compensation reflects budgeted healthcare labor costs. In the event that healthcare labor costs increase, due to unforeseen events or circumstances, including COVID-19, COUNTY agrees to reimburse COMPANY the difference between the budgeted labor costs and the increased labor costs. Additionally, should any position/shift go unworked, COMPANY will provide a credit to COUNTY. Differences in labor costs will be reconciled on a quarterly basis.

III. **ARTICLE VII, SECTION 7.2 IS HEREBY DELETED.**

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

LUMPKIN COUNTY, GEORGIA ("COUNTY")

By: _____
Name: _____
Title: _____
Date: _____

Attachment: RenewalLumpkin220110.docx (2022-005 : CorrectHealth Inmate Medical Contract Amendment)

CORRECTHEALTH LUMPKIN, LLC ("COMPANY")

By: Stacy M Scott
A027A71D1EBA448...

Name: Stacy M. Scott

Title: Chief Legal Officer

Date: 1/11/2022

Attachment: RenewalLumpkin220110.docx (2022-005 : CorrectHealth Inmate Medical Contract Amendment)

Lumpkin County, Georgia

Special Projects Department

Date: March 15, 2022

Agenda Item: Retain Service of an Owner's Representative – Animal Shelter

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

Facts & Historical Information: In 2018, the Lumpkin County Board of Commissioners retained the services of an owner's representative for the construction of the new library. In 2020 the Board of Commissioners retained the services of an owner's representative for the Aquatic Center. That contract position has proved beneficial. Having a single point of contact for the architect, contractor, and county staff to facilitate the flow of information and for reviewing items makes projects flow more smoothly. Using a representative makes sure the best value is obtained in the project and that funds are spent wisely. The contract attached is for Greg Trammell to be the owner's representative for the animal shelter. Mr. Trammell has represented the County on past projects.

Potential Courses Of Action:

A. Approve the contract for the representative.

B. Choose to not approve the contract for the representative.

Comparison of Courses Of Action:

1. Option A allows a single point of contact that will work on the project on behalf of the county. This position is accountable to the board and has the sole responsibility of making sure the project is carried out according to contracts and the direction of the board.

2. Option B doesn't provide a single, accountable point of contact for the project. Without an owner's representative, it is difficult to track and manage all the aspects of a project as each different division that has a stake in the project would be conversing with the architect and contractors.

Budget Impact: The cost would be $1,000 per pay period with a maximum amount of $30,000.

Staff Recommendation: **It is the recommendation of staff to use an owner's representative for the project.**

Attachments:
Greg Trammell employment contract for animal shelter

EMPLOYMENT CONTRACT

STATE OF GEORGIA
COUNTY OF LUMPKIN

Project No. _____

Project Description: Animal Shelter

THIS CONTRACT is made effective the ___ day of March, 2022, by and between the **LUMKPIN COUNTY BOARD OF COMMISSIONERS**, ("County"), and **GREG TRAMMELL**, ("Employee"), for at will employment.

WHEREAS, County desires to employ an individual to provide oversight for the County's animal shelter project; and

WHEREAS, Employee possesses the skills and experience to provide such services;

NOW, THEREFORE, in consideration of the mutual benefits and promises flowing each to the other, County and Employee each agree as follows:

ARTICLE 1
Services and Standards

1.1 **Employee's Services**. - The Employee shall perform the following job duties:

Employee shall provide oversight on behalf of the County for the planning, design and construction of the County's animal shelter. Employee shall serve as the 'Owner Representative' on behalf of County in all contracts related to the animal shelter project and shall be the single point of contact for the architect, contractor and county staff.

1.2 **Hours of Employment**. - The Employee will not have a set schedule of hours to work. The Employee shall have discretion to set his daily schedule as needed to perform the duties hereunder.

ARTICLE 2
Term and Compensation

2.1 **Term**. – The Term of this Contract shall commence on the date set forth above and shall terminate upon completion of the construction of the animal shelter project, including completion of all punch list items.

2.2 **Fees**. – County shall pay the Employee as follows: $1,000.00 per pay period for the duration of the project for a maximum amount of $30,000.00. Employee agrees that his employment shall continue through the term set forth in Section 2.1 even if the full compensation has been paid.

2.3 **Maximum Amount Payable for Compensation**. – County shall in no event be liable for fees in excess of $30,000.00.

2.4 **Part-time Status**. – The Employee's position is considered a part-time position and the Employee is not eligible for County benefits.

ARTICLE 3
County Representative

3.1 **Representative**. - County shall designate a representative authorized to act on behalf of County on this Contract. Such representative shall review all Services provided under the Contract and shall render prompt decisions pertaining to the Contract to avoid unreasonable delay in the provision of the Services.

Attachment: Greg Trammell employment contract for animal shelter (2022-006 : Retain Service of an Owner's Representative – Animal Shelter)

ARTICLE 4
Contract Adjustments and Termination

4.1 **Change in Duties**. - The duties, responsibilities and limitations of authority of the Employee under this Contract shall not be restricted, modified or extended without written agreement between County and Employee.

4.2 **Termination for Employment**. - Employee and Employer agree that this position is not a civil service position, but is an employment at will. Both parties hereto agree that as a bargained consideration of the terms of this agreement, Employer conveys no property rights to Employee, and Employee understands and agrees that he will have no property rights in this employment.

ARTICLE 5
Miscellaneous Provisions

5.1 **Matters of Interpretation.**

5.1.1 **No Estoppel**. - No course of action or failure to act by County or any of its officers, members, employees, agents or other representatives shall serve to modify this Contract, waive rights under it or arising from its breach, or to estop County from enforcing its terms.

5.1.2 **Captions**. - The Caption of each numbered provision hereof is for identification and convenience only and shall be completely disregarded in construing this Contract.

5.1.3 **Notices**. - Any notice to be given hereunder shall be in writing and shall be given by delivery in person or by depositing the notice in United States Certified Mail, Return Receipt Requested, postage prepaid, in an envelope addressed to the parties to be notified at such party's address as follows:

To the County:

Lumpkin County Board of Commissioners
Attention: Alan Ours, County Manager
99 Courthouse Hill, Ste H
Dahlonega, GA 30533
Phone Number: 706-864-3742

To the Employee:

Greg Trammell
150 Trammell Drive
Dawsonville, GA 30534
Phone Number:706-300-7085

5.2 **Matters of Law.**

5.2.1 **Applicable Law**. - The law of Georgia shall govern this Contract. In case any dispute or controversy arises between the Employee and the County, either party may exercise those legal remedies as may be available to them. The venue for any proceedings is herein agreed to be Lumpkin County, State of Georgia, unless otherwise specifically agreed.

5.2.2 **Full Performance**. - The County and the Employee hereby agree to the full performance of the terms, duties, obligations, responsibilities, conditions and stipulations contained herein.

Attachment: Greg Trammell employment contract for animal shelter (2022-006 : Retain Service of an Owner's Representative – Animal Shelter)

IN WITNESS WHEREOF, the parties have each caused these presents to be duly signed, sealed and delivered by their duly authorized representatives on the day, month and year first above written.

County:

Lumpkin County Board of Commissioners
By:

_____
Chris Dockery, Chairman

Attest:

_____
Melissa Z. Witcher, County Clerk

Employee:

_____
Greg Trammell

Attachment: Greg Trammell employment contract for animal shelter (2022-006 : Retain Service of an Owner's Representative – Animal Shelter)

Lumpkin County, Georgia

Special Projects Department

Date: March 15, 2022

Agenda Item: IT Services Agreement

Item Description: IT Services Agreement. Contract Renewal with ACNS for IT Services.

Facts & Historical Information: ACNS is the current IT vendor for the County. They have been the vendor for multiple years and are familiar with the IT infrastructure and current needs of the County. This is a renewal of the contract, but there have been changes to the contract. The following additions have been made to the contract.

A section was added titled General Services: Those services include:

General Services:

1. Local and Area Network Design, Configuration and Support
2. Wireless Network Design, Configuration and Support
3. Internet Access and Security
4. Email Infrastructure, Security, and Support
5. Backup Management, testing and reporting
6. Application/Software Management to include vendors and incident management
7. Technology Infrastructure Support for daily operations of the County
8. Network and Data Security
9. Security Planning, Development and Deployment
10. Disaster Recovery and Planning
11. On Site and Remote Client Service
12. 24/7 Monitoring and Response
13. On-Site System and Network Services as needed
14. Server Management and Support
15. Project Planning Services in coordination with County Staff
16. Annual IT Budget Development in coordination with County Staff
17. County IT services during times of County Emergencies. This is to include on-site support if needed.

Additional changes include sections on required certifications, strategic plan and disaster recovery, service levels and response time, and representative services.

3. Required Certifications. Consultant shall possess, maintain, and acquire all required certifications to sufficiently support the Customer and preform the services outlined.

4. Strategic Plan and Disaster Recovery Plan. The consultant will provide the Customer/County with a current operational network diagram with all County owned IT assets. The consultant shall develop and propose a plan for Disaster Recovery and Continuous Operations. The consultant will also develop a 3-year plan for changes and upgrades to improve the existing IT infrastructure. These plans will be coordinated

through the County Manager and Special Projects Director.

5. Service Levels and Response Time. The consultant shall coordinate with County Staff to support and operate all IT software and hardware in the overall IT infrastructure. The Consultant shall maintain a 95-99% operational rate for the County Network and critical functions. Consultant shall respond to and address all IT support requests within two (2) hours of the County's submittal of the request.

6. Representative Services. The consultant shall (at direction of the County management) represent the County in various technical matters/planning/negotiations/discussion with IT vendors. This shall also include, but not limited to, system upgrades, compatible versions of software maintenance agreements and licensing of products. The consultant is not authorized to expend County funds.

Potential Courses Of Action:

A) The Board could renew the contract with ACNS.
B) The Board could not renew the contract with ACNS.

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

Budget Impact: There will be no impact to the budget as the cost of the contract has already been budgeted for 2022.

Staff Recommendation: **The recommendation of staff is to renew the contract with ACNS. The additional items will allow the County to better evaluate the service provided while addressing needed operational and emergency planning.**

Attachments:
IT Contract 2022v3

COMPUTER CONSULTING AGREEMENT

THIS AGREEMENT is made this_____day of_____, 2022 by and between **Anderson Computer Network Services, Inc.** ("Consultants") and **Board of Commissioners of Lumpkin County** ("Customer").

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 that support the Customer's current and future IT infrastructure and the Customer's technology needs in addition to providing the Customer with comprehensive security planning and services. The Consultant shall provide to the Customer the 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** ***

General Services:

1. Local and Area Network Design, Configuration and Support
2. Wireless Network Design, Configuration and Support
3. Internet Access and Security
4. Email Infrastructure, Security, and Support
5. Backup Management, testing and reporting
6. Application/Software Management to include vendors and incident management
7. Technology Infrastructure Support for daily operations of the County
8. Network and Data Security
9. Security Planning, Development and Deployment
10. Disaster Recovery and Planning
11. On Site and Remote Client Service
12. 24/7 Monitoring and Response
13. On-Site System and Network Services as needed
14. Server Management and Support
15. Project Planning Services in coordination with County Staff
16. Annual IT Budget Development in coordination with County Staff
17. County IT services during times of County Emergencies. This is to include on-site support if needed.

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.

24 Alicia Lane, Suite 5, Dahlonega, GA 30533 / Phone: (678) 222-1750 / www.andersonnetworks.com

Attachment: IT Contract 2022v3 (2022-008 : IT Services Agreement)

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 party software or hardware vendors which results in server related problems or 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) If a full-time on-site technician is requested by the County, the County shall be billed $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. Required Certifications. Consultant shall possess, maintain, and acquire all required certifications to sufficiently support the Customer and preform the services outlined.

4. Strategic Plan and Disaster Recovery Plan. The consultant will provide the Customer/County with a current operational network diagram with all County owned IT assets. The consultant shall develop and propose a plan for Disaster Recovery and Continuous Operations. The consultant will also develop a 3-year plan for changes and upgrades to improve the existing IT infrastructure. These plans will be coordinated through the County Manager and Special Projects Director.

5. Service Levels and Response Time. The consultant shall coordinate with County Staff to support and operate all IT software and hardware in the overall IT infrastructure. The Consultant shall maintain a 95-99% operational rate for the County Network and critical functions. Consultant shall respond to and address all IT support requests within two (2) hours of the County's submittal of the request.

6. Representative Services. The consultant shall (at direction of the County management) represent the County in various technical matters/planning/negotiations/discussion with IT vendors. This shall also include, but not limited to, system upgrades, compatible versions of software maintenance agreements and licensing of products. The consultant is not authorized to expend County funds.

7. Term of Service. Term of this Agreement shall commence on April 1, 2022 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, 2023. 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

Attachment: IT Contract 2022v3 (2022-008 : IT Services Agreement)

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.

8. 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 8. 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

_____

_____

9. 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.

10. 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.

11. 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.

12. Independent Contractor. Consultants are retained as independent contractors. Consultants will be fully

Attachment: IT Contract 2022v3 (2022-008 : IT Services Agreement)

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.

13. 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.

14. 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)

14.1 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.

15. General Provisions

15.1 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.

15.2 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.

15.3 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.

15.4 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.

15.5 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.

15.6 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.

15.7 Right to Make Derivative Works. Consultants have the exclusive rights in making any derivative works of

24 Alicia Lane, Suite 5, Dahlonega, GA 30533 / Phone: (678) 222-1750 / www.andersonnetworks.com

Attachment: IT Contract 2022v3 (2022-008 : IT Services Agreement)

any Services, Methodology, or Work Product.

15.8 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.

15.9 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.

15.10 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:

a. Upon personal delivery to the Consultant or his authorized representative, which delivery may be accomplished by in person hand delivery, via bona fide overnight express service or telephonic facsimile transmission; or

b. Three (3) days after depositing in the Unites States mail a letter which is either certified or registered, with return receipt requested, addressed to the Consultant at the following address:

Anderson Computer & Network Services, Inc.
Attn: Joey Anderson
25 Alicia Lane, Ste B
Dahlonega, GA 30533

and to Lumpkin County at the following address:

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

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:	CONSULTANT:
Lumpkin County Board of Commissioners	Anderson Computer Network Services, Inc.
By:	By:
_____	_____
Chris Dockery, Chairman	Joey Anderson, President

Attest:

_____
Melissa Witcher, County Clerk

Attachment: IT Contract 2022v3 (2022-008 : IT Services Agreement)

Lumpkin County, Georgia

Public Works Department

Date: March 15, 2022

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

Item Description: Disaster Debris Removal & Disposal contract renewal- Custom Tree Care, Inc. 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 contract was renewed in March of 2021 and can be renewed for one more year. The current contracts expire on March 31, 2022. In October of 2021, Graham County Land company LLC was forced into receivership leaving only Custom Tree Care, Inc available. Custom Tree Care has informed staff that they are willing to renew the contract for another year.

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 2022

Attachment: Disaster Debris Removal Contract - Custom Tree Care 2022 (2022-010 : Disaster Debris Removal & Disposal - Custom Tree Care,

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

This agreement is made and entered into this 15th day of March, 2022, 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.

Attachment: Disaster Debris Removal Contract - Custom Tree Care 2022 (2022-010 : Disaster Debris Removal & Disposal - Custom Tree Care,

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.

Attachment: Disaster Debris Removal Contract - Custom Tree Care 2022 (2022-010 : Disaster Debris Removal & Disposal - Custom Tree Care,

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.

Attachment: Disaster Debris Removal Contract - Custom Tree Care 2022 (2022-010 : Disaster Debris Removal & Disposal - Custom Tree Care,

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.

Attachment: Disaster Debris Removal Contract - Custom Tree Care 2022 (2022-010 : Disaster Debris Removal & Disposal - Custom Tree Care,

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.

Attachment: Disaster Debris Removal Contract - Custom Tree Care 2022 (2022-010 : Disaster Debris Removal & Disposal - Custom Tree Care,

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:

Attachment: Disaster Debris Removal Contract - Custom Tree Care 2022 (2022-010 : Disaster Debris Removal & Disposal - Custom Tree Care,

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: Alan Ours, County Manager
99 Courthouse Hill, Ste H
Dahlonega, Georgia 30533.

N. Term of Contract:

This contract shall commence on April 1, 2022, and end on March 31, 2023.

Lumpkin County:

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Contractor:

Custom Tree Care, Inc.

_____
By: Greg Gathers
Title: President

(Corporate Seal)

Attachment: Disaster Debris Removal Contract - Custom Tree Care 2022 (2022-010 : Disaster Debris Removal & Disposal - Custom Tree Care,

Lumpkin County, Georgia

Finance Department

Date: March 15, 2022

Agenda Item: Ambulance Billing Contract

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

Facts & Historical Information:

In 2017, the BOC approved the contract with Professional Practice Support, Inc. (PPS) to provide ambulance billing services for the County. The contract was for a three-year period, commencing March 1, 2018 - February 28, 2019. The contract was also renewable for four one-year periods.

Per the original contract, ePCR software and hardware were provided, with PPS providing repairs/replacements for the first three renewal periods. Since the three renewal periods are complete, this equipment is property of the County and is the County's responsibility to repair/replace in the event of damage or issues. Due to the nature of the use of this equipment, there is great wear and tear on these devices. PPS has provided a contract renewal, which will provide Emergency Services with four new Surface Pro 7 tablets, cases, and screen protectors. The equipment will be maintained by PPS and will be property of LCEMS after three renewals.

The current fee for ambulance billing services is 4.5%. The proposed contract is priced at 5.0% for Year 1 in order to cover the cost of the equipment, then lowered to 4.5% in Year 2 and beyond. The subscription for the software is $9,413.04 per year is currently paid by PPS. With increases in operating costs, PPS can no longer pay this fee on behalf of the County. PPS has proposed including the software subscription fee on the monthly invoice that is provided to the County.

Potential Courses Of Action:

A) Approve the contract with PPS, Inc. as presented.

B) Approve the contract with PPS, Inc. with changes suggested by the BOC.

C) Not approve the contract with PPS, Inc. and continue to operate under the existing contract with another one-year renewal term.

Budget Impact: Approving the contract will reduce the ambulance revenue to the County by 0.5% in Year 1 of the contract. Revenue will also decline by $9,413.04 per year to pay for the annual subscription.

Staff Recommendation: **Staff recommends COA A.**

Attachments:
New EMS lumpkin county contract

PROFESSIONAL SERVICES AGREEMENT BETWEEN
LUMPKIN COUNTY, GEORGIA
AND
PROFESSIONAL PRACTICE SUPPORT, INC.
FOR
THIRD PARTY AMBULANCE BILLING

THIS AGREEMENT is made and entered into this __ day of _____, 2022, by and between Professional Practice Support, Inc., a Florida corporation authorized to do business in the State of Georgia, (hereinafter the "Consultant"), and LUMPKIN COUNTY, a political subdivision of the State of Georgia, (hereinafter the "County").

WHEREAS, the Consultant and County, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Emergency Medical Services ("EMS") healthcare insurance and patient billing reimbursement services (the "Services"); and

WHEREAS, the County desires to engage the Consultant to perform the Services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the County agree as follows.

1. **Scope of Services/Deliverables.**

1.1 The Consultant shall furnish professional Services to the County as set forth in the Scope of Services attached to this Agreement as Exhibit "A," and incorporated herein by this reference.

1.2 The "Scope of Services" includes a schedule for the Services which include a breakdown of tasks, timeline and deliverables to the County.

2. **Term/Commencement Date.**

2.1 This Agreement shall become effective on the 1st day of March, 2022, and shall remain in effect through the 28th day of February, 2023, unless earlier terminated in accordance with Paragraph 8. The County may, at its sole option, renew this Agreement for four (4) additional one (1) year terms on the same terms and conditions as set forth herein. Such extension shall be effective upon receipt of a written notice from the County to the Consultant received no later than 30 days prior to the date of expiration. Nothing herein shall prohibit the parties from extending the term of this contract after all renewals have been exhausted to continue on a year to year basis upon the same terms and conditions contained herein. Any such extension shall be by written agreement between the parties.

Attachment: New EMS lumpkin county contract (2022-011 : Ambulance Billing Contract)

2.2 Consultant agrees that time is of the essence and Consultant shall complete the Services within the timeframes set forth in the Scope of Services, unless extended by the County.

3. **Compensation and Payment.**

3.1 The Consultant shall be compensated in the following manner:

___ A lump sum amount of $_____, regardless of the number of hours or length of time necessary for Consultant to complete the Scope of Services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, Consultant shall submit its bill[s] for payment in a form approved by the County. The bill[s] shall identify the services completed and the amount charged.

_X_ On a percentage basis **(See Exhibit "B" attached hereto and incorporated herein by reference)**. Consultant shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the Services Schedule or on a monthly basis in a form approved by the County. The bills shall show or include: (i) the total collections for the billing period; and (ii) the percentage charged for the work. Expenses not expressly authorized by written Agreement shall not be reimbursed.

3.2 The County shall pay Consultant promptly.

3.3 If a dispute should occur regarding an invoice submitted, the County may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the County whose decision shall be final.

4. **Subconsultants.**

4.1 INTENTIONALLY OMITTED.

Attachment: New EMS lumpkin county contract (2022-011 : Ambulance Billing Contract)

5. **County's Responsibilities.**

5.1 Provide Consultant with patient and insurance information via secure e-mail or other electronic means for billing purposes; complete and sign all necessary provider agreements required by clearinghouses and carriers for electronic transmission of payments to the County; and cooperate with Consultant to enhance the accuracy of data collected by County personnel and if necessary, provide access to County personnel for the purposes of training when the need for training is mutually agreed upon by the County and Consultant.

5.2 Provide assistance, and any other services and materials Consultant may reasonably request in order to perform the Services. The County shall not recruit or hire any personnel of Consultant who are or have been assigned to perform work for the County under this Agreement until one (1) year after termination of this Agreement.

6. **Consultant's Responsibilities.**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a professional healthcare billing and third party reimbursement firm under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Services, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the County, the Consultant shall at Consultants sole expense, immediately correct the work (i.e., if billing errors are discovered and can be corrected, such corrections shall be made by Consultant).

6.2 Consultant represents that it is the lawful owner or licensee of any software programs or other materials used by it in the performance of the Services, and has all rights necessary to convey to the County the unencumbered ownership of deliverables set forth in the Scope of Services.

Attachment: New EMS lumpkin county contract (2022-011 : Ambulance Billing Contract)

7. **Termination.**

7.1 Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party, or immediately with cause.

7.2 If either party fails to perform any of its obligations under the Agreement or Consultant is adjudged bankrupt, makes a general assignment for the benefit of its creditors, permits a receiver to be appointed on account of its insolvency, otherwise insolvent, or fail to make prompt payments to its subcontractors, the non-defaulting party shall provide the defaulting party with written notice thereof, stating the nature of the default complained of. If the defaulting party does not cure such default within seven (7) days after receipt of such notice [or such longer period agreed to in writing by the parties if the nature of the default is such that it cannot be cured within seven (7) days and the defaulting party has commenced and is diligently proceeding to cure the default within the original seven (7) day period], the non-defaulting party shall have the right, on forty-eight (48) hours written notice thereof to the defaulting party to terminate this Agreement.

7.3 Upon issuance or receipt of written notice of termination – as may be the case, Consultant shall stop the Services.

7.4 In the event of termination by the County, the Consultant shall be entitled to its percentage share of future collections from participating claims that were billed through the termination date. That future share shall be calculated as of the date of termination by totaling the amount of outstanding claims and applying adjusted charges to collections ratios for the most recent completed fiscal year to the Agreement percentage fee. If a full year's data has not been completed, data used to determine the average collection rate will be based on months where over 120 days has accrued, provided that the Consultant has first complied with the provisions of Paragraph 7.5.

7.5 The Consultant shall transfer all books, data, records, reports, working drafts, documents, maps, and data pertaining to the Services to the County, in a hard copy and electronic format specified by the County within 14 days from the date of the written notice of termination or the date of expiration of this Agreement. Consultant shall also furnish to the County all work in progress or portions thereof, including all incomplete work.

7.6 Consultant shall not at any time use the County's name in any advertising or without the prior written consent of the County. Inclusion of the County's name or Seal on Consultant's website shall not be considered advertising.

Attachment: New EMS lumpkin county contract (2022-011 : Ambulance Billing Contract)

8. **Insurance.**

The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by the County. The underwriter of such insurance shall be qualified to do business in the State of Alabama and have agents upon whom service of process may be made in the State of Alabama. If requested by the County, the insurance coverage shall be primary insurance with respect to the County, its officials, employees, agents and volunteers. The insurance coverage shall include a minimum of:

8.1 Worker's Compensation and Employer's Liability Insurance. If applicable, coverage to apply for all employees at minimum statutory limits as required by Law.

8.2 Comprehensive Automobile and Vehicle Liability Insurance. Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than $500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

8.3 Commercial General Liability. If applicable, commercial general liability coverage with limits of liability of not less than $1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

8.4 Professional Liability: The Consultant shall furnish professional liability errors and omissions insurance coverage in an amount not less than $100,000.

8.5 Certificates of Insurance shall be provided to the County at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the County before any policy or coverage is cancelled or restricted.

8.6 Lumpkin County will be added as a Certificate Holder as evidenced by the attached Certificate of Insurance. Consultant shall provide a copy of the existing certificate to the County at any time upon request.

9. **Nondiscrimination.**

9.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

Attachment: New EMS lumpkin county contract (2022-011 : Ambulance Billing Contract)

10. **Attorneys' Fees and Waiver of Jury Trial.**

10.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

10.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

11. **Indemnification**.

11.1 Consultant shall defend, indemnify, and hold harmless the County, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the County for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement. Consultant's obligations under this paragraph do not extend to any claim, loss, liability, causes of action, judgment, or damages, arising out of, related to, or any way that may arise from inaccurate or falsified documentation which was provided to Consultant by the County.

11.2 The provisions of this section shall survive termination of this Agreement.

12. **Notices/Authorized Representatives.**

12.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the County: _____
_____
_____

Attachment: New EMS lumpkin county contract (2022-011 : Ambulance Billing Contract)

With a Copy to: _____
_____
_____

For The Consultant: Professional Practice Support, Inc.
P.O. Box 5847
Gainesville, GA 30504

13. **Governing Law**.

13.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia. Exclusive venue for any litigation arising out of this Agreement shall be in Lumpkin County, Georgia.

14. **Entire Agreement/Modification/Amendment.**

14.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

14.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

15 **Ownership and Access to Records and Audits.**

15.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the County under this Agreement shall be the property of the County.

15.2 The County Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.

15.3 The County may cancel this Agreement for refusal by the Consultant to allow access by the County Manager or his designee to any Records pertaining to work performed under this Agreement.

Attachment: New EMS lumpkin county contract (2022-011 : Ambulance Billing Contract)

16. **Nonassignability.**

16.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the County Manager. The County is relying upon the apparent qualifications and personal expertise of the Consultant, and such firm's familiarity with the County's area, circumstances and desires.

17. **Severability.**

17.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

18. **Independent Contractor.**

18.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the County with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

19. **Compliance with Laws.**

19.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Services.

20. **Waiver.**

20.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

21. **Survival of Provisions.**

21.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

Attachment: New EMS lumpkin county contract (2022-011 : Ambulance Billing Contract)

22. **Prohibition Of Contingency Fees.**

22.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

23. **Counterparts.**

23.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

24. **HIPPA.**

24.1 This Document recognizes that Consultant is a "Business Associate" of the County as defined under the Privacy Provisions of the Health Insurance Portability and Accountability Act ("HIPPA"). Accordingly, Consultant shall only use and release protected personally identifiable information to:

a. Seek payment from insurance entities, and/or individuals responsible for payment including the patient.
b. Provide data aggregation services to the County related to the healthcare operations of the County.
c. Release protected healthcare information on accounts being forwarded for collection agency action to the agency designated by the County.

Consultant will:

a. Not use or further disclose protected health information other than permitted or required by this Agreement or as required by law;
b. Use appropriate safeguards to prevent use or disclosure of protected health information not authorized by this Agreement;
c. Report to the County any use or disclosure of protected health information not authorized to be released by this Agreement, which Consultant becomes aware;
d. Ensure that any agents, including a subcontractor, to whom it provides protected health information received from, or created or received by Consultant on behalf of the County agrees to the same restrictions and conditions that apply to Consultant with respect to such protected health information;

Attachment: New EMS lumpkin county contract (2022-011 : Ambulance Billing Contract)

e. Refer to the County for action on any requests for access or amendment to protected health information in accordance with § 164.524 and 164.526 of HIPPA;

f. Make available any information required to provide an accounting of disclosures of protected health information in accord with §. 164.528 of HIPPA;

g. Make its internal practices, books, and records, relating to the use and disclosure of protected health information received from, or created or received by Consultant on behalf of the County available to the Secretary of Health & Human Services as required by HIPPA;

h. At termination of this Agreement, retain records containing protected health information for a period of not more than 5 years before returning or destroying these records as directed by the County. During this period, the provisions of this Agreement pertaining to the further use or disclosure of this information shall remain in full force.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The County, signing by and through its _____, attested to by its County Clerk, duly authorized to execute same and by Consultant by and through its President whose representative has been duly authorized to execute same.

Attest:

_____
County Clerk

Lumpkin County, a political subdivision Of the State of Georgia

By: _____

Date: _____

Attest:

_____
David J. Hirneisen, Secretary

CONSULTANT
Professional Practice Support, Inc. (PPS)

By: _____
Its: PRESIDENT
Date: _____

Attachment: New EMS lumpkin county contract (2022-011 : Ambulance Billing Contract)

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall:

1. Provide EMS Billing & AR Management services consisting of:

- Full Service Electronic Billing and Accounts receivable management under standard contract to include:
- Electronic (& paper when required) billing of insurance carriers from data collected at the time of the EMS run and submit claim within three business days.
- Check clearinghouse reports of transmissions within 24 hours and identify reasons for any transmission rejections. Correct and resubmit rejections within one business day where necessary information is available.
- Sequential preparation and mailing of not less than four Patient Statements (or more if reasonable) and Secondary Insurance Claims where applicable per EMS run using the County's remitting address.
- Posting of all payments in databases maintained for the County. These posting are made from of Explanation of Benefit (EOB) statements and checks received on behalf of the County by Consultant along with checks to be deposited to County's designated bank account.
- Preparation of monthly reports as selected by the County from a menu of report formats available. Specialized reports are available at no additional programming cost.
- Follow-up telep**h**onic contact with insurance carriers on any claim remaining unpaid longer than 90 days. Follow-up will also be made on any insurance claim that falls below the expected reimbursement.
- Follow-up soft collections to patients who have not responded to requests for information on statement billings.
- Prepare and submit invoices to the County within the first ten working days each month and be based on collections posted in the previous month.
- Maintain regular office hours and be available, toll free, to the County and its patients in responding to billing questions from 8:30 a.m. to 5 p.m. EST during Monday through Friday (Federal Holidays excluded). Toll-free numbers will be provided on all patient statements.
- Participate in EMT training as required to assure accuracy of information used in billing.
- Scan EOBs and Payments and related information and provide the County with those files in PDF format.
- Process credit card payments for EMS runs for the County. Costs will be only the discount cost per transaction that is charged to Consultant of 3.5% which will be passed through to the County.
- Serve as agent for the County to receive payment in its name as provider of EMS services. Consultant shall deposit all such payments to the County's designated bank account. Bank deposit slips will be reconciled with computer generated

Attachment: New EMS lumpkin county contract (2022-011 : Ambulance Billing Contract)

postings to patient accounts. Any necessary refunds from overpayments will be generated by the County from reports and information provided by Consultant. These payment disposition instructions may be modified or revoked at any time by the County.

Attachment: New EMS lumpkin county contract (2022-011 : Ambulance Billing Contract)

Exhibit "B"
Compensation

Fees:

Billing and AR Management Fees

Claims	**4.50% of net collections***
PayorLogic Service	**$150.00 per month**
Credit Card Processing	**3.5% of transaction amount**

- **All existing equipment provided under the previous Agreement is now the sole property and responsibility of the County.**
- **The cost of any new Equipment purchased by consultant at the request of the County at any time during the term of this agreement shall be billed to the County during the month that said equipment is purchased.**
- **Consultant shall, upon execution of this Agreement initiate the purchase of four new Surface Pro 7 tablets with 12.3" screens; ruggedized cases, type covers and screen protectors at a cost of $5800.00. The equipment shall be the sole property of the County upon payment of the amount invoiced for purchase.**
- **Consultant will continue to handle any warranty or damage claims on behalf of the County via the extended service plan that is included in the price of the equipment as disclosed above.**
- **Any repairs or replacements that are not covered under the extended warranty shall be paid for by Consultant and billed to the County during the month the charges are incurred on Consultant's regular monthly invoice to County.**
- **All charges to be passed on to the County shall be approved in writing prior to Consultant expending any funds on behalf of the County. Failure to obtain approval for an expenditure made by the Consultant for the County may result in forfeiture of Consultant's right to seek reimbursement under this agreement.**
- **The cost of the ESO software subscription will be billed to the County during the same month that it is paid by Consultant once each quarter. The current subscription quarterly rate is $2353.26 and will next be due in May 2022.**

Attachment: New EMS lumpkin county contract (2022-011 : Ambulance Billing Contract)

Lumpkin County, Georgia

Public Works Department

Date: March 15, 2022

Agenda Item: Little Mountain Road Widening Phase 1 Bid Award

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

Facts & Historical Information: In April of 2020, Staff started the design process for the widening of Little Mountain, Sheep Wallow and Mill Creek roads. The first step in the construction of the project was to replace the narrow bridge over Poverty Creek with triple 6'x7' box culverts. The bridge replacement was completed in October of 2021. In February of 2022 a bid package was released for the widening of 3.5 miles of the road. Four prospective bidders came to the mandatory pre-bid meeting held on February 16th and of those bidders only one bid was received on March 3, 2022. Colditz Trucking's bid was $680,824.90 which was approximately $100,000 less than the estimated cost. This price includes patching and leveling of the road, but does not include topping of the road. Staff intends to top the road as part of the 2023 LMIG project.

Potential Courses Of Action:

a) Award the bid and contract to Colditz Trucking, Inc to widen the phase I (3.5 miles of road) at the bid unit rates.

b) Award the bid to Colditz and allow staff the negotiated with the contractor to include an additional length up to the budget amount.

c) Do not award the bid.

Discussion of Courses of Action:

COA a): This option would allow for 3.5 miles to be widened and the remaining 3 miles of the road could be budgeted in later budgets.

COA b): This option should allow for the widening part of the project to be complete.

COA c): This option would require that the GDOT funding for this project be returned and the project would be delayed.

Budget Impact: The BOC approved $2,000,000 for the road widening project from the 2020 SPLOST. Some of these allocated funds were moved from this project to pay for other projects that were not anticipated at the time of budgeting. The contractor cost to the county for the bridge replacement part of the project was $303,929.11 of which GDOT funded $230,000. The remaining amount of SPLOST funds available for this project is $874,000 and GDOT has committed an additional $300,000 in funding for the widening project. Staff is of the opinion that the remaining part of the project could be widened with the currently budgeted funds, based on the unit pricing of Colditz's

bid.

Staff Recommendation: **Staff recommends COA b). This option will allow for the most progress on the project and may, based on conditions, allow for the widening of the entire road to be completed.**

Attachments:
Colditz price sheet
Little Mountain Rd Widening Contract

LUMPKIN COUNTY CONTRACT SCHEDULE
VARIOUS COUNTY ROADS

CONTRACT ID: 2022-003

PROJECT: LMIG-2-187-LUMPKIN

LINE NO	ITEM DESCRIPTION	ESTIMATED QUANTITY AND UNITS	UNIT PRICE DOLLARS/CENTS	TOTAL DOLLARS/CENTS
0005	150-3110 Traffic Control	Lump Sum	$51,594.00	$51,594.00
0010	163-Miscellanenos Erosion Control	Lump Sum	$12,000.00	$12,000.00
0015	210-Grading Complete	Lump Sum	$134,500.00	$134,500.00
0020	550-18" Storm Drain, HDPE H1-10	400 Lin. Ft	$42.03	$16,812.00
0025	550-15" Storm Drain, HDPE H1-10	140 Lin. Ft.	$32.61	$4,565.40
0030	550-24" Storm Drain, HDPE H1-10	100 Lin. Ft.	$73.20	$7,320.00
0035	550-30" Storm Drain, HDPE H1-10	50 Lin. Ft.	$111.36	$5,568.00
0040	402-12.5 mm Asphalt Conc. Incl Bitum Material and H -Lime	2650 Tons	$97.39	$258,083.50
0045	402-12.5 mm Asphalt Conc. Incl Bitum Material and H -Lime Patching and Leveling	1100 Tons	$121.34	$133,474.00
0050	413-Bitum Tack Coat	3200 Gal	$5.00	$16,000.00
0055	310-Graded Aggregate Base	500 Ton	$38.73	$19,365.00
0060	603-Rip Rap Type 3 (surge stone)	300 Ton	$51.41	$15,423.00
0065	652-Solid Traffic Stripe Yellow 5 inch	6.8 Miles	$900.00	$6,120.00
			Total Bid	$680,824.90

03/01/2022 Teresa Colditz

Colditz Trucking Inc. CORPORATE SEAL

Attachment: Colditz price sheet (2022-012 : Little Mountain Road Widening Phase 1 Bid Award)

CONTRACT
FOR
LMIG PROJECT – LITTLE MOUNTAIN ROAD IMPROVEMENTS
PROJECT # 2022-003

This agreement is made and entered into between the **Lumpkin County Board of Commissioners**, hereinafter referred to as "Lumpkin County", a political subdivision of the State of Georgia, and **Colditz Trucking, Inc.**, hereinafter referred to as "Contractor".

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

A. Summary of Work and Payment:

1. Contractor shall perform grading, drainage, widening various widths with asphalt patching and leveling on sections of Little Mountain Road and Mill Creek Road, including Phase I Work and Phase II Work. Phase I Work will be done in accordance with the Little Mountain Rd/Sheep Wallow Rd Improvements Project Phase I plans dated July 1, 2020, revised 01/25/22, the 2021 State of Georgia Standard Specifications and the Specifications contained in the Invitation to Bid issued by Lumpkin County on February 2, 2022. Phase II Work will be done in accordance with the Notes and Typical Widening Section detail on the Little Mountain Rd/Sheep Wallow Rd Improvements Project Phase I plans dated July 1, 2020, revised 01/25/22, the 2021 State of Georgia Standard Specifications and the Specifications contained in the Invitation to Bid issued by Lumpkin County on February 2, 2022. The sections of the roads included in Phase II are: Little Mountain Road from SR 52 to the Bridge over Poverty Creek, and Mill Creek Road from the intersection with Sheep Wallow Road to the Mill Creek Baptist Church.

Lumpkin County personnel will be supervising construction of this project but will also be subject to inspections and audits by the Georgia Department of Transportation.

2. Contractor shall be authorized to begin work upon the issuance of a Notice to Proceed from Lumpkin County. All work shall be completed no later than 270 calendar days from the day the Notice to Proceed is issued.

3. 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.

Attachment: Little Mountain Rd Widening Contract (2022-012 : Little Mountain Road Widening Phase 1 Bid Award)

4. 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.

5. Contractor shall be paid for work performed under this Contract on a unit price basis as follows:

Line No.:	Item Description:	Unit Price:
0005	150-3110 Traffic Control (Lump Sum)	$95,817.43
0010	163-Miscellaneous Erosion Control (Lump Sum)	$22,285.71
0015	210-Grading Complete (Lump Sum)	$249,785.71
0020	550-18” Storm Drain, HDPE H1-10 (LF)	$42.03
0025	550-15” Storm Drain, HDPE H1-10 (LF)	$32.61
0030	550-24” Storm Drain, HDPE H1-10 (LF)	$73.20
0035	550-30” Storm Drain, HDPE H1-10 (LF)	$111.36
0040	402-12.5 mm Asphalt Concrete including Bitum Material and H lime (Ton)	$97.39
0045	402-12.5 mm Asphalt Concrete including Bitum Material and H lime Patching and Leveling (Ton)	$121.34
0050	413-Bitum. Tack Coat (Gallon)	$5.00
0055	310-Graded Aggregate Base (Ton)	$38.73
0060	603-Rip Rap Type 3/surge stone (Ton)	$51.41
0065	652-Solid Traffic Stripe, 5" Yellow (LM)	$900.00

Payment shall be made according to the terms contained in the Invitation to Bid.

B. Bonds:

Contractor shall, prior to commencing work, provide and shall maintain, during the continuance of all work under the Contract, all Bonds required in the Invitation to Bid.

Attachment: Little Mountain Rd Widening Contract (2022-012 : Little Mountain Road Widening Phase 1 Bid Award)

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 and maintain all insurance policies required by the Invitation to Bid.

E. Assignment of Contractual Rights and Subcontracting:

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

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

F. Indemnity:

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

Attachment: Little Mountain Rd Widening Contract (2022-012 : Little Mountain Road Widening Phase 1 Bid Award)

G. Documents Deemed Part of Contract:

Unless otherwise modified by this Contract, Lumpkin County's Invitation to Bid issued February 2, 2022, and any addendums issued thereto, the Little Mountain Rd/Sheep Wallow Rd Improvements Project Phase I plans dated July 1, 2020, revised 01/25/22, and the 2021 State of Georgia Standard Specifications shall be deemed part of the contract. No documentation or information provided by the Contractor shall be deemed part of the contract unless expressly incorporated herein.

H. Severability:

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

I. Dispute Resolution:

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

J. Cancellation:

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

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.

Attachment: Little Mountain Rd Widening Contract (2022-012 : Little Mountain Road Widening Phase 1 Bid Award)

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:

Colditz Trucking, Inc.
Attn: Teresa Colditz
191 Bill Donaldson Circle
Blairsville, GA 30512

Attachment: Little Mountain Rd Widening Contract (2022-012 : Little Mountain Road Widening Phase 1 Bid Award)

and to Lumpkin County at the following address:

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

This Contract is made and entered into this_____day of March, 2022.

Lumpkin County:

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Contractor:

Colditz Trucking, Inc.

By:

_____
Teresa Colditz, President

Attachment: Little Mountain Rd Widening Contract (2022-012 : Little Mountain Road Widening Phase 1 Bid Award)

Lumpkin County, Georgia

County Clerk Department

Date: March 15, 2022

Agenda Item: Granicus Peak Meeting & Agenda Software Contract

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

Facts & Historical Information: In 2018, we purchased IQM2 meeting and agenda software from Granicus. At that time, there were not many options for meeting and agenda software. Peak was a higher priced option at the time and was not within the budget. At the beginning of the year, we began exploring other options in software because IQM2 is receiving less support from Granicus, and it frequently has errors such as becoming unresponsive. IQM2 is much less user-friendly than Peak.
Granicus agreed to lowering the price of the Peak software to what we are currently paying, and they will keep IQM2 operational until all of the documents have been transferred over at no additional cost and no down time.

Potential Courses Of Action:

A. Approve the contract with Granicus Peak.

B. Choose to stay with Granicus IQM2.

Comparison of Courses Of Action:

1. Option A allows us to move forward with the Peak software that is more user friendly than IQM2. This will allow departments and Authorities to enter their own data and publish to the citizens.

2. Option B is to stay with the current software, IQM2, that is more difficult and time consuming to use. IQM2 is an end-of-life product, meaning it will not receive any improvements or upgrades from Granicus.

Budget Impact: The cost would be the same as the current contract with IQM2.

Staff Recommendation: **It is the recommendation of staff to contract with Peak for the software.**

Attachments:
Granicus Contract

GRANICUS

408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Order Form
Prepared for
Lumpkin County GA

Granicus Proposal for Lumpkin County GA

ORDER DETAILS

Prepared By:	Erin Pardue
Phone:	1.909.641.5949
Email:	erin.pardue@granicus.com
Order #:	Q-170747
Prepared On:	01/19/2022
Expires On:	03/15/2022

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Billing Term End Date:	03/31/2022
Period of Performance:	The Agreement will begin on date of signature and will continue through the end of the then current billing term, and will continue for an additional 24 months thereafter.

Attachment: Granicus Contract (2022-013 : Granicus Peak Meeting & Agenda Software Contract)

GRANICUS

Order Form
Lumpkin County GA

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Terminating Subscriptions		
Solution	**Quantity/Unit**	**Prior Annual Fee**
IQM2 - Agenda & Minutes	0 Each	$7,920.00
SUBTOTAL:		**$7,920.00**

Upon the signing of this Agreement, annual fees for the terminating subscription(s) shall cease. Any pre-paid fees for the terminating subscription(s) after the signing of this Agreement will be prorated from the signing of this Agreement to the end of the Client's then-current billing term, credited, and such credit applied to the annual fees for new subscriptions.

Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.

Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).

One-Time Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**One-Time Fee**
Peak - Setup & Configuration	Up Front	1 Each	$0.00
Peak Online Group Training	Upon Delivery	8 Hours	$0.00
Open Platform - Setup and Configuration	Up Front	1 Hours	$0.00
Send Agenda (Peak) Set up and Config	Up Front	1 Each	$0.00
govDelivery for Integrations Set Up and Config	Up Front	1 Each	$0.00
SUBTOTAL:			**$0.00**

Attachment: Granicus Contract (2022-013 : Granicus Peak Meeting & Agenda Software Contract)

GRANICUS

Order Form
Lumpkin County GA

New Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
Peak Agenda Management	Annual	1 Each	$7,920.00
Open Platform Suite	Annual	1 Each	$0.00
Send Agenda (Peak)	Annual	1 Each	$0.00
govDelivery for Integrations	Annual	1 Each	$0.00
SUBTOTAL:			**$7,920.00**

Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.

Attachment: Granicus Contract (2022-013 : Granicus Peak Meeting & Agenda Software Contract)

GRANICUS

Order Form
Lumpkin County GA

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	Year 2	Year 3
Peak Agenda Management	$8,157.60	$8,402.33
Open Platform Suite	$0.00	$0.00
Send Agenda (Peak)	$0.00	$0.00
govDelivery for Integrations	$0.00	$0.00
SUBTOTAL:	**$8,157.60**	**$8,402.33**

Attachment: Granicus Contract (2022-013 : Granicus Peak Meeting & Agenda Software Contract)

GRANICUS

Order Form
Lumpkin County GA

PRODUCT DESCRIPTIONS

Solution	Description
Peak Agenda Management	Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management and minutes recording process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas and record minutes for public meetings and includes: • Unlimited user accounts • Unlimited meeting bodies and meeting types • Access to up to one (1) Peak Agenda Management site
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Send Agenda (Peak)	Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.
Peak - Setup & Configuration	Setup and Configuration for Peak Agenda Management includes implementation of: • Up to one (1) meeting body's Standard Agenda, Cover Page and Minutes report template • Up to one (1) public view page portal
Peak Online Group Training	Peak Agenda Management - Online Group Training is for Group training of Peak Agenda Management, which allows clients to have up to six (6) users participate in online Group sessions with a Granicus trainer and other client users, to learn how to use the system.
Open Platform - Setup and Configuration	Setup and configuration for Open Platform

Attachment: Granicus Contract (2022-013 : Granicus Peak Meeting & Agenda Software Contract)

GRANICUS

Solution	Description
govDelivery for Integrations	Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Recieve a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network. Note: govDelivery intergrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
  - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
  - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- **Data obtained through the Granicus Advanced Network.**
  - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
  - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
  - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

Attachment: Granicus Contract (2022-013 : Granicus Peak Meeting & Agenda Software Contract)

GRANICUS

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

Attachment: Granicus Contract (2022-013 : Granicus Peak Meeting & Agenda Software Contract)

GRANICUS

Order Form
Lumpkin County GA

TERMS & CONDITIONS

- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- Upon the effective date, this Agreement shall supersede and replace any previous agreement between the parties for the Terminating and/or Existing Subscriptions listed herein. All such prior agreements between the parties are hereby void and of no force and effect.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Lumpkin County GA to provide applicable exemption certificate(s).
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.

Attachment: Granicus Contract (2022-013 : Granicus Peak Meeting & Agenda Software Contract)

GRANICUS

Order Form
Lumpkin County GA

BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-170747 dated 01/19/2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Lumpkin County GA	
Signature:	
Name:	
Title:	
Date:	

Attachment: Granicus Contract (2022-013 : Granicus Peak Meeting & Agenda Software Contract)

Lumpkin County, Georgia

Finance Department

Date: March 15, 2022

Agenda Item: Legal Services Contract

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

Facts & Historical Information: In 2013, the Board of Commissioners approved a legal services contract with Kelso C. Horne, Jr. and Joy L. Edelberg, which has automatically renewed annually since. Under the 2013 contract, the Attorneys are paid $110 hourly. This rate has not changed in nine years. Actual legal services expenses totaled $80,166.56 in 2021.

Mrs. Edelberg has requested to amend the legal services compensation, beginning in 2022, to a flat fee, payable in equal monthly installments. A flat fee will reduce the burden of itemized billing and will provide for simple and accurate legal services budgeting in future years. The proposed contract reflects a flat fee of $85,000 in 2022 and $95,000 in 2023.

Mrs. Edelberg has served the County as sole County Attorney since 2017. The proposed contract reflects that Joy L. Edelberg is the sole County Attorney.

Potential Courses Of Action:

A. Approve the contract as presented.
B. Approve the contract with changes from the BOC.
C. Not approve the contract.

Budget Impact: The FY 2022 budget includes $70,000 for legal services.

Staff Recommendation:

Attachments:
County Attorney Contract 2022

LUMPKIN COUNTY
AND
JOY L. EDELBERG
- – — – -

EMPLOYMENT CONTRACT

This Agreement is made this ___ day of _____ , 2022, effective as of the 1st day of January, 2022, between the Lumpkin County Board of Commissioners, (hereinafter referred to as the "Employer"), a political entity of the State of Georgia, with mailing address of 99 Courthouse Hill, Suite H, Dahlonega, Georgia 30533, and Joy L. Edelberg (hereinafter referred to as the "Attorney" or "County Attorney"), with mailing address of P.O. Box 37, Dahlonega, Georgia 30533. In consideration of the mutual covenants contained in this Agreement, the Employer and the Attorney hereby agree as follows:

ARTICLE 1
TERM OF EMPLOYMENT

1.01. The Employer employs the Attorney and the Attorney accepts employment with the Employer beginning on the 1st day of January, 2022; however, this Agreement may be terminated earlier as provided in Article 7 or in Paragraph 2.04 of this Agreement.

1.02. This agreement shall automatically renew annually, subject to the same terms and conditions, unless Employer gives to Attorney notice of intent not to renew, such intent given to Employer by placing in the US Mail, addressed to Attorney at the address set out above, or such other address as in writing may have provided to Employer for the purpose of this notice, on or before thirty calendar days prior to November 1 of any given year. Penalties for non-renewal shall be the same as those for termination as provided in Article 7.

1.03 Attorney and Employer agree that this position is not a civil service position, but is an employment at will. Both parties hereto agree that as a bargained consideration of the terms of this agreement, Employer conveys no property rights to Attorney, and Attorney understands and agrees that she will have no property rights in this employment.

1.04 Attorney recognizes the special relationship of the County Attorney to the constitutional officers and other elected officials who make up the county government. Employer requires and, as a bargained consideration of this agreement, Attorney agrees, that Attorney will not stand for election as a constitutional officer or other elected county office while employed as County Attorney under the terms of this contract agreement or any extension or renewal.

Attachment: County Attorney Contract 2022 (2022-014 : Legal Services Contract)

ARTICLE 2
DUTIES

Specific Duties

2.01. The Attorney is employed as County Attorney of Lumpkin County, a job position established and described under the terms of Senate Bill 58 as adopted by referendum in November, 2003, as may be amplified from time to time by job description or other policy set by the Board of Commissioners of Lumpkin County. The Attorney shall apply her efforts and expertise to the legal advice and representation of the governing authority of the County, and such additional responsibilities as may from time to time be assigned. It is recognized that the Attorney will also represent other clients in matters not conflicting with her County Attorney duties; it is further recognized that from time to time (as provided by Lumpkin County policy) special counsel will be required for specific matters.

2.01.a. Attorney will be required to attend meetings and conferences, and conduct routine coordination with federal, state, regional and other boards, commissions and governmental entities focused on the legal aspects of government.

2.01.b. Attorney will, upon direction by the governing authority or its officers, visit and confer with such County departments and projects as the governing authority, the County Manager or other authorized party may direct.

2.01.c. Performance of these duties routinely require examination and analysis of detailed legal, legislative and administrative data from both electronic (computer) and paper file sources.

2.01.d. Attorney will be the governing authority's primary and first line of contact on legal and legislative matters, and governing authority and it officers shall keep Attorney apprised of current activities.

2.01.e. Attorney will be required to maintain frequent telephone and data contact with county officials and staff in addition to other agencies as well as routine communication at all hours, both during the normal work day and at times during nights and weekends as may be required. To assist in maintaining communications, Attorney will provide a cellular telephone and other communication devices and methods at Attorney's expense; Attorney will not be reimbursed for maintaining additional telephone communications capability. Employer shall provide the Attorney with a laptop computer equipped to access the County's system. Attorney will provide such additional personal or laptop computers, printers, facsimile machines, email accounts, personal data assistants, and cable, DSL or satellite internet service as she deems necessary for the performance of this requirement, or more technologically advanced communication devices as they become available, for use at the County facilities or at home as necessary for conducting County business.

Attachment: County Attorney Contract 2022 (2022-014 : Legal Services Contract)

Other Duties of the Attorney

2.02. In addition to the foregoing duties, the Attorney shall perform any other work that may be assigned to them, subject to the instructions, directions, and control of the County Manager, governing authority and supervisory staff.

Mutual Consent to Change of Duties

2.03. The duties of the Attorney may be changed from time to time by the mutual consent of the Employer and the Attorney. Notwithstanding any such change, the employment of the Attorney shall be construed as continuing under this Agreement as modified.

Change of Duties if Attorney Disabled

2.04. Attorney is fully aware that the position is a unique employment position with the County, and there are no alternate positions or other positions.

2.04.d. If no acceptable position is available, Attorney shall resign, or may, at the pleasure of Employer, be terminated for inability to perform the functions of the position.

Place of Employment

2.05. At the commencement of the employment, the Attorney shall perform her duties at her office located at 215 Morrison Moore Parkway East, Dahlonega, Georgia. However, at any time deemed necessary or advisable by the Attorney for business purposes, the Attorney shall work at any other place or places that may be designated by the Attorney.

Hours of Employment

2.06. Employer recognizes this position is a professional position and will require such hours as the job requirements at any given time may dictate and Attorney shall be free to set their daily schedule as needed to perform such duties. Employer may at its discretion request that Attorney be present when such requirement doesn't interfere with necessary duties elsewhere, to include rest and relaxation.

Engaging in Other Employment

2.07. The Employer is aware that Attorney practices in other areas of law, and it is understood that practice will continue. Governing authority and Attorney will coordinate and resolve any issues of professional conflicts as they may arise.

Attachment: County Attorney Contract 2022 (2022-014 : Legal Services Contract)

ARTICLE 3
COMPENSATION

Basic Compensation

3.01. As compensation for services rendered under this Agreement, the Attorney shall be entitled to receive from the Employer an annual salary of $85,000.00 for the year 2022, payable in equal monthly installments. As compensation for services rendered under this Agreement, the Attorney shall be entitled to receive from the Employer an annual salary of $95,000.00 for the year 2023, payable in equal monthly installments. All payments shall be payable to Attorney's law firm, Horne & Edelberg, P.C.

Overtime Work Requirement

3.02 This position is a professional position and work scheduled and performed shall be in the discretion of the Attorney considering the mission and the requirement of the position and no overtime will be recognized or compensated. Any work required on days falling within a weekend or on a holiday shall be similarly treated.

Annual Review

3.03 The Lumpkin County Board of Commissioners may annually, between the 15th day of December and the 15th day of January of the following year, meet with the Attorney for a detailed legal status review.

Changes in Rate of Compensation

3.04 The annual compensation specified in Paragraph 3.01 shall be amended or adjusted on the basis of available funds as well as by the recognition of superior performance by the Board of Commissioners. Attorney recognizes that the Employer has limited funds, with future funds dependent on governmental budgets as adopted by the Board of Commissioners. The Governing Authority may, from time to time, compare the local compensation rate with the rate paid by surrounding counties for similar employments.

Additional Compensation

3.06 The Attorney may be paid such additional compensation from the Employer for the services rendered under this Agreement as may be determined, from time to time, in the sole discretion of the Board of Commissioners.

Attachment: County Attorney Contract 2022 (2022-014 : Legal Services Contract)

Obligation to Fully Fund

3.07 The Board of Commissioners shall annually fund the full amount of its obligation hereunder.

ARTICLE 4
BENEFITS

Medical and Dental Benefits

4.01 Attorney shall be eligible for all hospital, surgical, and medical benefit plans adopted by the County, as it may from time to time provide for its employees or for members of the Board of Commissioners. This participation shall be at no additional expense to the County.

Group Life Insurance

4.02. Attorney shall be entitled to participate in the Group Life Insurance available to County employees or to members of the Board of Commissioners. The Attorneys's contribution will be in accord with that of other employees.

Vacation or Personnel Time

4.03. Vacation time shall not accrue for the benefit of Attorney.

Retirement / Pension Plan Contribution

4.04 Attorneys do not anticipate participation in the Retirement / Pension Plan of County.

ARTICLE 5
REIMBURSEMENT OF EXPENSES

Business Expenses

5.01. The Employer, in accordance with the rules and regulations that the Employer shall issue from time to time, shall reimburse the Attorney for all reasonable out of pocket expenses incurred in the performance of the Attorney's duties, including legal research expenses.

Attachment: County Attorney Contract 2022 (2022-014 : Legal Services Contract)

5.02. Because the Attorney is on call 24 hours per day, seven days per week, the Employer shall reimburse Attorney for all out of pocket expenses and damages, including – but not limited to – cancellation fees and penalties, loss of non-refundable deposits and tickets or other such losses incurred by the Attorney as a result of being called to conduct County business on short notice. Reimbursement shall be for the expenses of Attorney only; reimbursement under the terms of this paragraph shall not be considered compensation to the Attorney.

ARTICLE 6
OBLIGATIONS OF COUNTY ATTORNEY

Errors and Omissions Policy

6.01. The County Attorney shall be required to maintain an Attorney's Errors and Omissions policy at all times in the same amount as is required for a County Commissioner. (It is recognized that Attorney routinely maintain a higher policy limit.)

Satisfactory Performance of Duties

6.02 The employment of the Attorney shall continue only so long as the services rendered by the Attorney are satisfactory to the Employer, regardless of any other provision contained in this Agreement. The Employer shall be the sole judge as to whether the services of the Attorney are satisfactory.

ARTICLE 7
TERMINATION OF EMPLOYMENT

By Employer Without Cause

7.01. If the Employer is unable to fund the position, or believes that available funding should not be used for this position, or for any other reason deemed by the Board of Commissioners to be adequate justification for termination, Attorney shall be given the option to immediately resign by mutual consent, which shall be tendered within thirty (30) days of such notice. In the event that Attorney does not tender her resignation within the thirty day period, this employment shall be considered as Terminated Without Cause. In either such event, Employer shall pay to Attorney all income and benefits accrued as of the date the termination is effective plus, as severance pay, a monetary compensation equal to the equivalent of one hundred eighty day's pay.

Attachment: County Attorney Contract 2022 (2022-014 : Legal Services Contract)

By Employer For Cause

7.02. Grounds for Termination By the Employer: Notice.

This Agreement may be terminated by the Employer for just cause upon ten (10) days written notice to the Attorney. Just cause is defined for purposes of this Agreement as:

a. gross misconduct by the Attorney, including but not limited to theft, embezzlement, fraud, bribery, or other conduct which shocks the conscience.

b. after a thirty (30) day period of notice and an opportunity for correction, the Attorney continues to violate a written policy of the Employer;

c. conviction or plea of nolo contendere by the Attorney of a felony or crime of moral turpitude; or

d. willful misuse, conversion or misappropriation by the Attorney, without authority, of public property or public funds entrusted to her.

Effect of Termination For Cause on Compensation

7.03. In the event of the termination of this Agreement for cause prior to the completion of the term of employment specified in Article 1, the Attorney shall be entitled to the compensation and benefits earned by her prior to the date of termination as provided for in this Agreement, computed pro rata up to and including that date. The Attorney shall be entitled to no further compensation or benefits as of the date of termination, except as may generally be available to all other employees, subject to Georgia law.

Attorney shall be entitled to continue participation in the County's group health, vision, and dental plans in the same way any other employee would be, subject to COBRA rules and regulations.

Attachment: County Attorney Contract 2022 (2022-014 : Legal Services Contract)

Termination Without Good Reason by the Attorney: Notice.

7.04 In the event Attorney voluntarily resigns before the expiration of this Agreement without good reason, the Attorney shall give the Employer three month's notice in advance unless the Parties otherwise agree. The Attorney shall be entitled to receive payment of all accrued pay, plus payment for all work done after notice but prior to the end of the three month's notice, but they shall not be entitled to receive the severance pay or any other thing of value set forth in Subsection 7.01 above. Accrual of pay shall stop at the time Employer has appointed successor counsel, or at such time as is mutually agreed among the parties.

ARTICLE 8
GENERAL PROVISIONS

Notices

8.01. Any notices to be given under this Agreement by either party to the other may be effected either by personal delivery in writing or by registered or certified mail with postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three days after mailing.

Entire Agreement

8.02. This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the employment of the Attorney by the Employer, and this Agreement contains all of the covenants and agreements between the parties with respect to the employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

Attachment: County Attorney Contract 2022 (2022-014 : Legal Services Contract)

Governing Law

8.03. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

EMPLOYER: **LUMPKIN COUNTY BOARD OF COMMISSIONERS**

By: _____
Chris Dockery, Chairman

ATTEST:

_____
Melissa Z. Witcher, Clerk

ATTORNEY:

_____
Joy L. Edelberg, County Attorney

Attachment: County Attorney Contract 2022 (2022-014 : Legal Services Contract)

Lumpkin County, Georgia

Development Authority Department

Date: March 15, 2022

Agenda Item: Lumpkin County & Windstream Covered Partnership to Submit a NTIA BIP Application

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

Facts & Historical Information:

Potential Courses Of Action:

Contract Term:

Budget Impact:

Staff Recommendation:

Lumpkin County, Georgia

County Clerk Department

Date: March 15, 2022

Agenda Item: Alcoholic Beverage License – Yogis Quikstop II LLC d/b/a Turners Corner Grocery Store

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

Facts & Historical Information: Tushar Patel is applying for Yogis Quikstop II LLC d/b/a Turners Corner Grocery Store to obtain a Beer & Wine Package sales alcoholic beverage license.

Potential Courses Of Action:

A. Approve the license.
B. Deny the license

Staff Recommendation: **Approve the alcoholic beverage license.**

Lumpkin County, Georgia

County Clerk Department

Date:	March 15, 2022
Agenda Item:	Special Event Permit Request – Dahlonega-Lumpkin County Chamber of Commerce Graduation Dinner
Item Description:	Special Event Permit Request – Dahlonega-Lumpkin County Chamber of Commerce Graduation Dinner. Special Event Permit allowing the Chamber of Commerce to hold their annual graduation dinner on May 12, 2022.
Facts & Historical Information:	This is an alcoholic beverage special event permit allowing Dahlonega-Lumpkin County Chamber and Visitors Bureau to hold a Leadership Lumpkin County Graduation Dinner event with beer/wine. LLC Graduation Dinner will be held May 12 on the property located at 65 R Ranch Road, Dahlonega, GA 30533.
Potential Courses Of Action:	A. Approve the special event license B. Deny the special event license
Staff Recommendation:	**Approve the special event license.**

Lumpkin County, Georgia

County Clerk Department

Date:	March 15, 2022
Agenda Item:	Special Event Permit Request – Dahlonega-Lumpkin County Chamber of Commerce Welcome Dinner
Item Description:	Special Event Permit Request – Dahlonega-Lumpkin County Chamber of Commerce Welcome Dinner. Special Event Permit allowing the Chamber of Commerce to hold their annual welcome dinner on August 25, 2022.
Facts & Historical Information:	This is an alcoholic beverage special event permit allowing Dahlonega-Lumpkin County Chamber and Visitors Bureau to hold a Leadership Lumpkin County Welcome Dinner event with beer/wine. LLC Welcome Dinner will be held August 25 on the property located at 65 R Ranch Road, Dahlonega, GA 30533.
Potential Courses Of Action:	A. Approve the special event license B. Deny the special event license
Staff Recommendation:	**Approve the special event license.**

Lumpkin County, Georgia

County Clerk Department

Date:	March 15, 2022
Agenda Item:	Special Event Permit Request – Dahlonega-Lumpkin County Chamber of Commerce Annual Meeting & Dinner
Item Description:	Special Event Permit Request – Dahlonega-Lumpkin County Chamber of Commerce Annual Meeting & Dinner. Special Event Permit allowing the Chamber of Commerce to hold their annual meeting and dinner on November 10, 2022.
Facts & Historical Information:	This is an alcoholic beverage special event permit allowing Dahlonega-Lumpkin County Chamber and Visitors Bureau to hold a Leadership Lumpkin County Annual Dinner event with beer/wine. LLC Annual Dinner will be held November 10 on the property located at 65 R Ranch Road, Dahlonega, GA 30533.
Potential Courses Of Action:	A. Approve the special event license B. Deny the special event license
Staff Recommendation:	**Approve the special event license.**

Lumpkin County, Georgia

County Clerk Department

Date:	March 15, 2022
Agenda Item:	Special Event Permit Request – R-Ranch 4th of July Concert Festival
Item Description:	Special Event Permit Request – R-Ranch 4th of July Concert Festival. Special Event Permit allowing the R-Ranch to hold a 4th of July Concert Festival on July 1-2, 2022.
Facts & Historical Information:	This is an alcoholic beverage special event permit allowing R-Ranch to hold a 4th of July Concert Festival with beer/wine. The event will be held Friday and Saturday from 5-11 p.m. on the property located at 65 R Ranch Road, Dahlonega, GA 30533.
Potential Courses Of Action:	A. Approve the special event license B. Deny the special event license
Staff Recommendation:	**Approve the special event license.**

Lumpkin County, Georgia

County Clerk Department

Date:	March 15, 2022
Agenda Item:	Special Event Permit Request – R-Ranch Mountain Top Rodeo
Item Description:	Special Event Permit Request – R-Ranch Mountain Top Rodeo. Special Event Permit allowing the R-Ranch to hold Mountain Top Rodeo on June 10-11, 2022.
Facts & Historical Information:	This is an alcoholic beverage special event permit allowing R-Ranch to hold Mountain Top Rodeo with beer/wine. The event will be held Friday and Saturday from 6-10:30 p.m. on the property located at 65 R Ranch Road, Dahlonega, GA 30533.
Potential Courses Of Action:	A. Approve the special event license B. Deny the special event license
Staff Recommendation:	**Approve the special event license.**

Lumpkin County, Georgia

Special Projects Department

Date: March 15, 2022

Agenda Item: New Chamber/Visitor Center Sign Request

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

Facts & Historical Information: The Dahlonega-Lumpkin County Chamber and Visitors Bureau is requesting permission to install a new sign at the Visitor Center located at 13 South Park Street.

The sign will be sandblasted wood and the color will be off white. A proof of the sign is attached.

Potential Courses Of Action: A. Approve the new sign for the Visitor Center.

B. Do not approve the new sign for the Visitor Center.

Budget Impact: There would be no impact to the budget as the sign would be purchased by the Chamber.

Staff Recommendation:

Attachments:
Visitor Center Opt B

Option 1b

DISCOVER

DAHLONEGA

DAHLONEGA-LUMPKIN COUNTY VISITORS CENTER

DESCRIPTION

QTY: (1) 30" x 96" x 1.5" Single-sided sandblasted or CNC routed HDU sign.

PRODUCTION PROOF **Thank you for your order!**

Please review your proof carefully and notify your sales representative of any changes to be made. Ensure that all sizing, colors, design, and spelling are accurately depicted. Please note that colors vary across computer screens and may not match proof 100%. SDF can provide color samples upon request. Once artwork has been approved, production will begin immediately, and SDF will not be held responsible for producing inaccurate artwork.

Sign Design & FABRICATION
A DIVISION OF ART OF SIGNS

ALL ARTWORK, DRAWINGS, AND LAYOUTS CREATED BY SDF ARE NOT TO BE REPRODUCED OR ALTERED WITHOUT PERMISSION - LEGAL ACTION MAY BE TAKEN

COLORS

TBD

Attachment: Visitor Center Opt B (3323 : New Chamber/Visitor Center Sign Request)

Lumpkin County, Georgia

Development Authority Department

Date: March 15, 2022

Agenda Item: Request for Funding a Program Manager for Broadband Infrastructure Grant Project

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

Facts & Historical Information: The DALC issued a RFP for a Program Manager. Two responses were received and evaluated by the DALC Board of Directors. The third-party contractor selected by the Board of Directors has revised the proposal to include the grant administration and technical oversight of both SFRF and NTIA grant programs. The total service is $110,000 per year and will be billed on a quarterly basis.

Program Manager Role & Responsibilities:

- Technical Advisory Services:
  - Site visits approximately once a month
  - Oversight to ensure appropriate progress on deliverables
  - Meeting with the provider implementation teams
- Administrative/Compliance Services:
  - Tracking funding distribution strategy to sub-recipients
  - Resolve any requests for information, justification, audit findings, and eligibility appeals
  - Review contracts and purchasing documentation to ensure cost recovery and compliance of expenditures using federal funds
  - Assist with preparation of project files and responses to any findings and/or concerns identified during monitoring visits and/or audits by any requesting entity
  - Provide grant funding close-out services with a goal of

ensuring that funding is retained

Breakdown:
Approximately 75% of this service will be needed for NTIA: $82,500

- NTIA grant (63.73%) = $52,577.25
- *County's portion (36.27%) = $29,922.75*

Approximately 25% of this service will be needed for SFRF: $27,500

- No grant match provided
- *County's portion (100%) = $27,500*

Total funding request $60,000

Potential Sources of Funding/Courses Of Action:

a) Lumpkin County Government ARPA funds
   a. *Lumpkin County was allocated $6,528,348 in ARPA funding*
      i. $3,264,174 was received in May 2021; the remainder will be received in 2022
      ii. $378,900 distributed for water and sewer
      iii. $3,000,000 committed for water and sewer state infrastructure grant application
   b. *$3,149,448 remaining in total Lumpkin County allocation*
b) DALC reserve funds
c) Other funds as suggested by Board of Commissioners

Staff Recommendation:

Lumpkin County, Georgia

Finance Department

Date: March 15, 2022

Agenda Item: NTIA Broadband Infrastructure Program Acceptance

Item Description: NTIA Broadband Infrastructure Program Acceptance.

Facts & Historical Information:

The US Department of Commerce National Institute of Standards and Technology announced a $288 million broadband initiative through the National Telecommunication & Information Administration (NTIA). The Broadband Infrastructure Program is directed to partnerships between a state, or one or more political subdivisions of a state, and providers of fixed broadband service to support broadband infrastructure deployment to areas lacking broadband, especially rural areas.

In August 2021, the BOC approved the NTIA Broadband Infrastructure Program Application, which requested federal funding in the amount of $8,154,539 to be used for broadband infrastructure. Windstream is providing $4,640,909 in funding for a total project cost of $12,795,448.

Notice of award was provided on February 25. As an award recipient, consideration of acceptance by the BOC is required.

Potential Courses Of Action:

A. Accept the award.
B. Not accept the award.

Budget Impact: There is no negative impact to the County's operating budget, as all funds are either federal or Windstream.

Staff Recommendation: **Staff recommends accepting the award.**

Attachments:
13-08-I2210_CD450 signed 2.25.2022

FORM CD-450 (REV. 10/18) U.S. DEPARTMENT OF COMMERCE	X GRANT COOPERATIVE AGREEMENT
FINANCIAL ASSISTANCE AWARD	**FEDERAL AWARD ID NUMBER** 13-08-I2210
RECIPIENT NAME Lumpkin, County of	**PERIOD OF PERFORMANCE** 03/01/2022 - 02/28/2023
STREET ADDRESS 99 Courthouse Hill Suite H	**FEDERAL SHARE OF COST** $8,154,539.00
CITY, STATE ZIP Dahlonega, GA 30533-5041	**RECIPIENT SHARE OF COST** $4,640,909.00
AUTHORITY Section 905(d) of Public Law 116-260	**TOTAL ESTIMATED COST** $12,795,448.00
CFDA NO. AND NAME 11.031 Broadband Infrastructure Program	
PROJECT TITLE: Broadband Build Out in County of Lumpkin	

This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modifications by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.

X DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS

R & D AWARD

FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE

X SPECIFIC AWARD CONDITIONS

X LINE ITEM BUDGET

X 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101

48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES

MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIFIC AWARD CONDITION.

X OTHER(S): GENERAL TERMS AND CONDITIONS for the NTIA BROADBAND INFRASTRUCTURE PROGRAM, February 2022 (see attached)

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER	DATE
Yongming Qiu Digitally signed by YONGMING QIU Date: 2022.02.25 08:06:50 -05'00'	
PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	DATE

Attachment: 13-08-I2210_CD450 signed 2.25.2022 (3344 : NTIA Broadband Infrastructure Program Acceptance)

Award Number: 13-08-I2210, Amendment Number 0
Federal Program Officer: Elaine Sloan
Requisition Number: BIP2210
Employer Identification Number: 586000857
Dun and Bradstreet Number: 0101024080000
Recipient ID:
Requestor ID:

Award ACCS Information

Bureau	FCFY	Project-Task	Organization	Object Class	Obligation Amount
61	2022	4844003-000	06-00-0000-00-00-00-00	41-19-00-00	$8,154,539.00

Award Contact Information

Contact Type	Contact Name	Email	Phone
Administrative	Mrs. Abby C Branan	abby.branan@lumpkincounty.gov	706-482-2554

NIST Grants Officer:
Yongming Qiu
100 Bureau Drive, MS 1650
Gaithersburg, MD 20899-1650
(301) 975-5437

NIST Grants Specialist:
LaJuan Howard
100 Bureau Drive, MS 1650
Gaithersburg, MD 20899-1650
(301) 975-0000

Attachment: 13-08-I2210_CD450 signed 2.25.2022 (3344 : NTIA Broadband Infrastructure Program Acceptance)

NIST Financial Assistance Award Number: 13-08-I2210
Amendment: NEW
Recipient: County of Lumpkin

NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
BROADBAND INFRASTRUCTURE PROGRAM
FINANCIAL ASSISTANCE
SPECIFIC AWARD CONDITIONS

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1. Introduction:

The National Institute of Standards and Technology (NIST), servicing for the National Telecommunications and Information Administration (NTIA), hereby enters into this Grant number 13-08-I2210 with County of Lumpkin to support the work described in the proposal entitled "Broadband Build Out in County of Lumpkin" dated 8/17/21 and any revisions thereafter, which is hereby incorporated into this award by reference. Where the terms of this award and the proposal differ, the terms of this award shall prevail.

2. Recipient Contact Information:

Technical:
Chris Dockery
Chairman
County of Lumpkin
99 Courthouse Hill, Suite H
Dahlonega, GA 30533-0541
Telephone: 706-864-3742
Email: chris.dockery@lumpkincounty.gov

Administrative:
Abby C. Branan
Director of Finance & Purchasing
County of Lumpkin
99 Courthouse Hill, Suite H
Dahlonega, GA 30533-0541
Telephone: 706-482-2554
Email: abby.branan@lumpkincounty.gov

3. NTIA Contact Information:

Federal Program Officer
Elaine Sloan
National Telecommunications and Information Administration
US Department of Commerce
1401 Constitution Ave., NW, Ste. 4626
Washington, DC 20230
Telephone: 202-482-8231
Email: esloan@ntia.gov

Attachment: 13-08-I2210_CD450 signed 2.25.2022 (3344 : NTIA Broadband Infrastructure Program Acceptance)

4. NIST Contact Information:

Grants Officer:
Yongming Qiu
National Institute of Standards and Technology
100 Bureau Drive, Mail Stop 1650
Gaithersburg, MD 20899-1650
Telephone: 301-975-5437
Email: Yongming.Qiu@nist.gov

Grants Specialist:
LaJuan Howard
National Institute of Standards and Technology
100 Bureau Drive, Mail Stop 1650
Gaithersburg, MD 20899-1650
Email: LaJuan.Howard@nist.gov

5. Award Payments:

This award is hereby funded through advanced payments or reimbursement using the Department of Treasury's Automated Standard Application for Payments (ASAP) system. Payments will be issued in accordance with 2 CFR § 200.305 and the Department of Commerce Financial Assistance Standard Terms and Conditions, B.02, dated November 12, 2020.

Payments for allowable costs may be drawn down as needed by the Recipient enrolled in ASAP. Funds may be requested through ASAP by the authorized *Payment Requestor* who is the individual designated by the Recipient to access Federal funds.

_____ None
_____ Agency Review required for all withdrawals (see explanation below)
_____ Agency Review required for all withdrawal requests over $_____ (see explanation below)
__X__ Maximum Draw Amount controls (see explanation below)
$_____ each month
$_____ each quarter
$____0.00__ Max drawdown amount

Explanation:
The total amount of Federal funding is hereby withheld until the requirements identified in Specific Award Condition #19 – Six-Month Expenditure Plan, below, are satisfied.

6. Return Payments for Funds Withdrawn through ASAP:

Funds that have been withdrawn through ASAP may be returned to ASAP via the Automated Clearing House (ACH) or via FEDWIRE. The ACH or FEDWIRE transaction may only be completed by the Recipient's financial institution. Full or partial amounts of payments received by a Payment Requestor/Recipient Organization may be

Attachment: 13-08-I2210_CD450 signed 2.25.2022 (3344 : NTIA Broadband Infrastructure Program Acceptance)

returned to ASAP. All funds returned to the ASAP system will be credited to the ASAP Suspense Account. The Suspense Account allows the Regional Financial Center to monitor returned items and ensure that funds are properly credited to the correct ASAP account. Returned funds that cannot be identified and classified to an ASAP account will be dishonored and returned to the originating depositary financial institution (ODFI). The Payment Requestor/Recipient Organization should notify the NIST Grants Office and provide a reason whenever return payments are made.

It is essential that the Payment Requestor/Recipient Organization provide its financial institution with ASAP account information (ALC, Recipient ID and Account ID) to which the return is to be credited. Additional detailed information is accessible at: https://www.fiscal.treasury.gov/asap/.

7. Period of Performance and Funding Limitations:

The period of performance and budget incorporated into this award cover a **1**-year period of performance and provide for a maximum total amount of $**8,154,539** in Federal funding. This award is being fully funded via this award action.

The maximum amount of NIST funding in support of this award will not exceed the amount specified in the award documents, unless otherwise amended in writing by the NIST Grants Officer. The Department of Commerce is not liable for any obligations, expenditures, or commitments which involve any amount in excess of the Federal funds being made available pursuant to this award.

8. Notice of Funding Opportunity – Broadband Infrastructure Program

The Department of Commerce, National Telecommunications Information Administration Notice of Funding Opportunity (NOFO) No. NTIA-Broadband-Infrastructure-Program-21 dated May 19, 2021, is incorporated by reference into this award. It is accessible at:
https://www.grants.gov/web/grants/search-grants.html?keywords=NTIA-BROADBAND-INFRASTRUCTURE-PROGRAM-21.
If the application period is closed, select "Closed" or "Archived" Opportunity Status to view the NOFO.

9. Uniform Administrative Requirements, Cost Principles and Audit Requirements:

As indicated on the Form CD-450 for this award, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200 are incorporated by reference into this award. Through 2 C.F.R. § 1327.101, the Department of Commerce adopted the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200, which apply to awards in this program. Refer to https://www.ecfr.gov/on/2022-01-19/title-2/subtitle-

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A/chapter-II/part-200 and https://www.ecfr.gov/on/2022-01-19/title-2/subtitle-B/chapter-XIII/part-1327.

10. Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements:

The Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements as published in the Federal Register on December 30, 2014 (79 FR 78390) is incorporated by reference into this award. It is accessible at: http://www.gpo.gov/fdsys/pkg/FR-2014-12-30/pdf/2014-30297.pdf.

11. Department of Commerce Financial Assistance Standard Terms and Conditions:

As indicated on the Form CD-450 for this award, the Department of Commerce Financial Assistance Standard Terms and Conditions (ST&C) issued November 12, 2020 are incorporated by reference into this award. The Department's ST&C, as well as a link to 2 CFR Part 200, are accessible at: https://www.commerce.gov/oam/policy/financial-assistance-policy

12. Department of Commerce Financial Assistance Standard Terms and Conditions, Section A.01 "Reporting Requirements":

The Recipient must submit a Federal Financial Report (SF-425), and Performance Progress Report on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof. Due to the March 1, 2022 start date of this award, the recipient is not required to submit financial and performance reports for this period ending March 31, 2022.

Reports are due no later than 30 calendar days following the end of each reporting period. A final SF-425 and Performance Progress Report must be submitted within 120 days after the expiration of the period of performance.

All SF-425 and Performance Progress Reports must be submitted to: GReports@nist.gov, with a copy to NTIA at bbinfra@ntia.gov within the prescribed timeframes identified in the terms and conditions of the award.

The Recipient organization name, NIST award number, and reporting period must be included in the email subject line. The Recipient contact information should be included in the body of the message. To the greatest extent possible, SF-425 and Performance Progress Reports should be submitted together in the same email.

SF-425 and Performance Progress Reports must not be sent directly to NIST/NTIA personnel (e.g. Grants Specialist, Grants Officer, Administrative Assistant, GMD Division Chief, Federal Program Officer, etc.).

Any SF-425 or Performance Progress Reports sent directly to NIST/NTIA personnel will be returned to the sender with instructions on how to submit through the GReports@nist.gov mailbox.

Attachment: 13-08-I2210_CD450 signed 2.25.2022 (3344 : NTIA Broadband Infrastructure Program Acceptance)

No other correspondence may be sent through this mailbox; timely responses to any other inquiries received in this mailbox are not guaranteed. The mailbox will not be used for any other purpose ***except*** for purposes identified above.

13. Programmatic Reporting Requirements:

Annual Report Requirements - Not later than **one year** after receiving grant funds under the Broadband Infrastructure Program, and annually thereafter until the funds have been expended, the Recipient will submit to the Assistant Secretary (via email to the NTIA Federal Program Officer a report at bbinfra@ntia.gov with a copy to GReport@nist.gov, with respect to the one-year period immediately preceding the report date (unless the Assistant Secretary has granted an extension) that:

(a) describes how the covered partnership expended the funds;
(b) certifies that the covered partnership complied with the requirements of the Act and the Broadband Infrastructure Program, including:
(i) a description of each service provided with the grant funds; and
(ii) the number of locations or geographic areas at which broadband service was provided using the grant funds; and
(c) identifies each Subgrantee that received a Subgrant from the covered partnership and a description of the specific project for which grant funds were provided.

Baseline Project Plan - Recipients shall submit baseline project plans and details regarding key outputs and outcomes from their projects within 45 days of the final approvals from NEPA. Federal Program Officers will provide guidance on the format and content of these baseline plans and details for this activity.

14. Department of Commerce Financial Assistance Standard Terms and Conditions Section B.06 Indirect or Facilities and Administrative Costs:

NIST will reimburse the Recipient for indirect or F&A costs in accordance with 2 C.F.R. § 200.414 and Section B.06. of the Department of Commerce Financial Assistance Standard Terms and Condition, dated November 12, 2020.

If an indirect cost rate has not been established, and NIST is identified as the cognizant agency for indirect costs in accordance with 2 C.F.R. § 200.1, "Cognizant agency for indirect costs," within 90 calendar days of the award start date, the Recipient must electronically submit to gmdaudit@nist.gov the documentation (indirect cost rate proposal, cost allocation plan, etc.) necessary to allow NIST to perform an indirect cost rate proposal review. Organizations that have previously established indirect cost rates with NIST must submit a new indirect cost rate proposal for indirect costs within six months after the end of the organization's fiscal year.

Attachment: 13-08-I2210_CD450 signed 2.25.2022 (3344 : NTIA Broadband Infrastructure Program Acceptance)

If your submission includes Personally Identifiable Information (PII) or Business Identifiable Information (BII), please send an email to gmdaudit@nist.gov to request a secure link.

The requirements for determining the relevant cognizant agency and for developing and submitting indirect (F&A) cost rate proposals and cost allocation plans are contained in 2 C.F.R. § 200.414 and in Appendices III-VII to 2 C.F.R. Part 200. For additional guidance on preparing indirect cost proposals, please review the Department of Labor's Guide for Indirect Cost Determination at: https://www.dol.gov/oasam/boc/dcd/np-comm-guide.htm. Section I.B and I.C lists the various types of indirect cost rates and the circumstances under which such rates would apply. The guide also addresses common indirect cost problems and contains useful FAQs.

15. Unfunded Grant Actions Mailbox (UGAM):

Requests for unfunded award actions, which include, but are not limited to, requests for no-cost extension, change in key personnel, change in scope of work, budget revisions, award transfer, and novation, must be submitted to: UGAM@nist.gov, within the prescribed timeframes identified in the terms and conditions of the award.

Unfunded award action requests and related correspondence, including justification to support the request, sent to the mailbox ***must*** contain the following information in the email subject line: (1) Recipient name; (2) NIST award number; (3) Principal Investigator/Project Director; and (4) Action being requested (e.g. no cost extension, change in key personnel, etc.).

Unfunded award action requests must not be sent directly to NIST personnel (e.g. Grants Specialist, Grants Officer, Administrative Assistant, GMD Division Chief, Federal Program Officer, etc.).

Any requests sent directly to NIST personnel will be returned to the sender with instructions on how to submit through the UGAM@nist.gov mailbox.

No other correspondence may be sent through this mailbox; timely responses to any other inquiries received in this mailbox are not guaranteed. The mailbox will not be used for any other purpose ***except*** for purposes identified above.

Requests that are processed will be authorized via a Form CD-451 Amendment to the Financial Assistance Award or a Non-Funded Administrative Change Letter.

16. Change in Funded Project Participant

Any change to the Covered Partnership approved under this award requires prior written approval by the Grants Officer.

17. No Duplication of Federal Funding

Attachment: 13-08-I2210_CD450 signed 2.25.2022 (3344 : NTIA Broadband Infrastructure Program Acceptance)

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

18. No Overbuilds with Federal Funding

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

19. Six-Month Expenditure Plan:

The Recipient may not draw down federal award funds until the Grants Officer approves the six-month expenditure plan required by Terms 9 and 10 of the General Terms and Conditions for the NTIA Broadband Infrastructure Program.

20. Federal and Non-Federal Cost Sharing:

Pursuant to this award, NIST hereby approves the voluntary committed non-federal cost share in the amount of $4,640,909 per the proposal's budget on the part of the recipient and becomes a binding requirement under subject award (*see* definition of "voluntary committed cost sharing" in 2 C.F.R. 200.1) . The cost sharing ratio for this award is **63.73%** Federal share and **36.27%** Non-Federal share. See 2 CFR §200.306 and Department of Commerce Financial Assistance Standard Terms and Conditions, Section B.03 for the treatment of cost sharing.

21. Subrecipient Monitoring Plan:

The Recipient is required to adhere to the subrecipient monitoring and management standards set forth in 2 CFR §§ 200.331-200.333 and in Department of Commerce Standard Terms and Conditions, Section F.03 (November 12, 2020). Within 30 calendar days of the award start date, the Recipient must submit a subrecipient monitoring plan, sufficient in form and substance to NTIA and to the NIST Grants Officer, that satisfies the requirements contained in 2 CFR § 200.332. The subrecipient monitoring plan must be timely submitted to the NIST Grants Office via UGAM@nist.gov.

End of Specific Award Conditions

Attachment: 13-08-I2210_CD450 signed 2.25.2022 (3344 : NTIA Broadband Infrastructure Program Acceptance)

GENERAL TERMS AND CONDITIONS

for the

NTIA BROADBAND INFRASTRUCTURE PROGRAM

February 2022

Attachment: 13-08-I2210_CD450 signed 2.25.2022 (3344 : NTIA Broadband Infrastructure Program Acceptance)

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Attachment: 13-08-I2210_CD450 signed 2.25.2022 (3344 : NTIA Broadband Infrastructure Program Acceptance)

1. **Project Management Conference**

Shortly after approval of the award, the NIST Grants Officer (on behalf of NTIA) may contact the Recipient to arrange a project management conference. The purpose of the project management conference is to explain to the Recipient its responsibilities for administration of the award, including its responsibilities with respect to the Terms and Conditions of the award and applicable Federal requirements. The Recipient's authorized representative, architect/engineer, financial representative, and possibly the Recipient's legal counsel should attend.

2. **Property Trust Relationship and Public Notice Filings for Grant-Acquired Property**

In accordance with 2 CFR § 200.316 (Property trust relationship), real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity (*i.e.*, Recipient or Subrecipient) as trustee for the beneficiaries of the project or program under which the property was acquired or improved. This trust relationship exists throughout the duration of the property's estimated useful life, as determined by the Grants Officer in consultation with the Program Office, during which time the Federal Government retains an undivided, equitable reversionary interest in the property (Federal Interest). The non-Federal entity must comply with all use and disposition requirements and restrictions as set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship), as applicable, and in the terms and conditions of the Federal award.

The Grants Officer may require a non-Federal entity (*i.e.*, a Recipient or Subrecipient) to execute and to record (as applicable) a statement of interest, financing statement (Form UCC-1), lien, mortgage or other public notice of record to indicate that real or personal property acquired or improved in whole or in part pursuant to a Broadband Infrastructure Program award is subject to the Federal Interest, and that certain use and disposition requirements apply to the property. The statement of interest, financing statement (Form UCC-1), lien, mortgage or other public notice must be acceptable in form and substance to NTIA and to the NIST Grants Officer and must be placed on record in accordance with applicable State and local law, with continuances re-filed as appropriate. In such cases, the NIST Grants Officer may further require the non-Federal entity to provide NTIA and the NIST Grants Officer with a written statement from a licensed attorney in the jurisdiction where the property is located, certifying that the Federal Interest has been protected, as required under the award and in accordance with applicable State and local law. The attorney's statement, along with a copy of the instrument reflecting the recordation of the Federal Interest, must be promptly returned to the Grants Officer. The non-Federal entity may use model documentation made available by NTIA.

Without releasing or excusing the non-Federal entity from these obligations, the non-Federal entity, by execution of the financial assistance award or by expending Federal financial assistance funds (in the case of a subrecipient), authorizes NTIA and/or the NIST Grants Officer to file such notices and continuations as it determines to be necessary or convenient to disclose and protect the Federal Interest in the property. The NIST Grants Officer may

Attachment: 13-08-I2210_CD450 signed 2.25.2022 (3344 : NTIA Broadband Infrastructure Program Acceptance)

elect not to release any or a portion of the Federal award funds until the non-Federal entity has complied with this provision and any other applicable award terms or conditions, unless other arrangements satisfactory to the NIST Grants Officer are made.

3. Land, Easements, and Rights of Way

The Recipient must disclose all encumbrances to the NIST Grants Officer. The NIST Grants Officer will not accept any encumbrance that interferes with the construction, intended use, operation, or maintenance of the project during its estimated useful life.

4. Eminent Domain

In accordance with Executive Order 13406, "*Protecting the Property Rights of the American People"* (June 28, 2006), the Recipient agrees:

(a) Not to use any power of eminent domain available to the Recipient (including the commencement of eminent domain proceedings) for use in connection with the Project for the purpose of advancing the economic interests of private parties;

(b) Not to accept title to land, easements, or other interest in land acquired by the use of any power of eminent domain for use in connection with the Project for such purposes; and

(c) Any use of the power of eminent domain to acquire land, easements or interests in land, whether by the Recipient or any other entity that has the power of eminent domain, in connection with the Project without prior written consent of the NIST Grants Officer constitutes an unauthorized activity and/or use of funds under the award, and subjects the recipient to appropriate enforcement action by the Grants Officer, including but not limited to the disallowance of award costs and the termination of an award.

5. Inspection And Testing Of Materials

The Recipient shall ensure that all materials and equipment used in the completion of the work shall be subject to adequate inspection and testing in accordance with accepted standards. Materials of construction, particularly those upon which the strength and durability of any structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for intended uses. The Recipient shall ensure that documentation of same is cataloged and retained.

6. Energy Efficiency

The Recipient shall apply, where feasible, sustainable, and energy efficient, design principles for the purpose of reducing pollution and energy costs and optimizing lifecycle costs associated with the construction.

7. Requirements During Construction

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During construction, the Recipient is responsible for:

(a) Ensuring project completion in accordance with approved plans and specifications;
(b) Monitoring project progress and reporting progress to NTIA and the NIST Grants Officer;
(c) Providing for required construction permits and adequate construction inspection;
(d) Promptly paying costs incurred for the project purposes; and
(e) Monitoring contractors' compliance with Federal, State, and local requirements.

8. Recipient and Contractor Compliance with Applicable Requirements

The Recipient shall comply, and must require each subrecipient or contractor, including lower tier subrecipients or subcontractors, to comply with all applicable Federal, state, and local laws and regulations. The Recipient is responsible for ensuring that all contracts necessary for design and construction of the Project facilities are implemented in compliance with the Terms and Conditions of this Award.

9. Environmental Assessment

The Recipient must comply with all environmental standards and identify to NTIA any impact a proposed infrastructure project may have on the environment. The Recipient may not expend any federal infrastructure funds other than for engineering design, permitting and work related to environmental, historical and cultural reviews, and limited, preliminary procurement funds, as described below, prior to the following:

- The completion of environmental review and issuance of a Record of Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of the National Environmental Policy Act of 1969 (42 U.S.C. 4321, *et seq.*);

- The completion of any required consultations, to include consultations with the State Historic Preservation Office (SHPO) and the appropriate federally recognized Native American tribes, under Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470, *et seq.*) (NHPA), and/or consultations with the U.S. Fish and Wildlife Service (USFWS) under Section 7 of the Endangered Species Act (16 U.S.C. 1531, *et seq.*); and

- Demonstration of compliance with all other applicable federal, state, and local environmental laws and regulations.

Project implementation (site preparation, demolition, construction, ground disturbance, or any other project implementation activities) may not begin prior to the completion of the above activities. The completion of a draft environmental assessment (EA), and completion of any required consultations under Section 106 of the NHPA, must be completed no later than six months after the award date unless a formal request for extension is submitted and approved by the Grants Officer. The

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Recipient must comply with all conditions placed on the project as the result of consultation processes.

Subject to the Grants Officer's approval of the Recipient's 6-month expenditure plan (described below), the allowable use of award funds prior to beginning project implementation includes, but is not limited to, activities necessary for the completion of the following:

- Pre-construction project planning, including collecting environmentally-related information;
- Applications for environmental permits;
- Studies such as an Environmental Assessment (EA), and any wetland delineations, biological assessments, archaeological surveys, or other required analyses; and/or
- Required consultation activities.

The allowable use of funds for limited, preliminary procurements prior to beginning project implementation includes, but is not limited to, the initiation of activities necessary to meet the project completion requirements as specified in the award, including the following:

- Purchase or lease of equipment, or entering into binding contracts to do so;
- Purchase of applicable or conditional insurance; and/or
- Funds used to secure land or building leases, including right-of-way easements.

6-Month Expenditure Plan: While this term is in effect, the Recipient shall submit, in advance of any drawdowns of funds from ASAP, a 6-month expenditure plan that presents the proposed planning and design activities and limited, preliminary procurement activities and costs. The 6-month expenditure plan will be submitted electronically to the Grants Officer, who will consult the Federal Program Officer and the Environmental Program Officer to ensure that the proposed activities and expenditures are reasonable and necessary in the context of environmental compliance. The Recipient must submit the 6-month expenditure plan via UGAM@nist.gov. The Grants Officer must approve the 6-month expenditure plan in writing prior to the recipient drawing down federal award funds through ASAP.

The allowable use of preliminary procurement funds is limited; must not result in an irrevocable commitment of resources; and is only allowed after inclusion in and approval of a revised 6-month expenditure plan. All contracts must contain early termination clauses with termination costs clearly specified. All equipment purchased or leased in advance of project implementation and before issuance of the decision document and completion of applicable consultations must be stored in locations other than the proposed project site and where there will be no impact to the environment, human health, or cultural resources (in most cases, this means equipment must be stored in existing warehouses). Under no circumstances will grant funds be drawn down for clearing or excavating land, or demolition or construction of buildings or towers, before all environmental SACs are completed and cleared. This limited, preliminary allowable use of funds for purchases and leases is designed for recipient flexibility and to streamline preparation for project implementation

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simultaneously during environmental review and conducting of consultations; the clause, and all applicable restrictions, is lifted once the decision document and applicable consultations are complete and approved.

Once the environmental review has been completed, NTIA will review all documentation and determine whether the review sufficiently addresses all resource areas and whether the project may qualify for approval decision. Projects found to have significant impacts to environmental or historic resources may face de-obligation of funding if impacts cannot be mitigated. The Recipient is required to provide any information requested by NTIA to ensure both initial and ongoing compliance with environmental and historic preservation laws, regulations, and best practices. The Recipient shall notify NTIA within 24 hours upon receipt of any notices of foreclosure; notices for continuing consultation received from the SHPO, Tribal Historic Preservation Office (THPO), USFWS, or other consulting party; or notices of noncompliance received from consulting authorities or regulatory agencies.

Any change to the approved project scope that has the potential for altering the nature or extent of environmental or cultural resources impacts must be brought to the attention of NTIA and will be re-evaluated for compliance with applicable regulatory requirements.

For all ground disturbing activities that occur during project implementation in the vicinity of known archaeological sites or suspected or known burials, the Recipient must ensure that an archaeologist who meets the Secretary of the Interior's Professional Qualification Standards monitors ground disturbance, and if any potential archeological resources or buried human remains are discovered, then the Recipient must immediately cease construction in that area and notify NTIA and the interested SHPO, THPO, and tribes. Such construction activities may then only continue with the written approval of NTIA.

10. <u>National Historic Preservation Act</u>

The Recipient may not expend any federal infrastructure funds other than for engineering design, permitting and work related to environmental, historical and cultural reviews, and limited, preliminary procurement funds prior to the following:

- The completion of any required consultations, to include consultations with the State Historic Preservation Officer (SHPO) and the appropriate federally recognized Native American tribes, under Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470, *et seq.*) (NHPA); and/or
- Demonstration of compliance with all other applicable Federal, State, and local environmental laws and regulations.

Project implementation (site preparation, demolition, construction, ground disturbance, or any other project implementation activities) may not begin prior to the completion of the above activities. The completion of any required consultations under Section 106 of the NHPA must be completed no later than six months after the award date unless a formal request for extension is submitted and approved by the Grants

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Officer. The Recipient must comply with all conditions placed on the project as the result of consultation processes.

Subject to the Grants Officer's approval of the Recipient's 6-month expenditure plan (described below), the allowable use of funds for planning and design activities prior to beginning project implementation includes, but is not limited to, activities necessary for the completion of the following:

- Pre-construction project planning, including collecting culturally-related information;
- Applications for cultural resource approvals and/or permits;
- Studies and any archaeological, architectural history, or traditional cultural property surveys, or other required analyses; and/or
- Required consultation activities.

The allowable use of funds for limited, preliminary procurements prior to beginning project implementation includes, but is not limited to, the initiation of activities necessary to meet the project completion requirements as specified in the award, including the following:

- Purchase or lease of equipment, or entering into binding contracts to do so;
- Purchase of applicable or conditional insurance; and/or;
- Funds used to secure land or building leases, including right-of-way easements.

6-Month Expenditure Plan: While this term is in effect, the Recipient shall submit, in advance of any drawdowns of funds from ASAP, a 6-month expenditure plan that presents the proposed planning and design activities and limited, preliminary procurement activities and costs. The 6-month expenditure plan will be submitted electronically to the Grants Officer, who will consult the Federal Program Officer and the Environmental Program Officer to ensure that the proposed activities and expenditures are reasonable and necessary in the context of environmental compliance. The Recipient must submit the 6-month expenditure plan via UGAM@nist.gov. The Grants Officer must approve the 6-month expenditure plan in writing prior to the recipient drawing down federal award funds through ASAP.

The allowable use of preliminary procurement funds is limited; must not result in an irrevocable commitment of resources; and is only allowed after inclusion in and approval of a revised 6-month expenditure plan. All contracts must contain early termination clauses with termination costs clearly specified. All equipment purchased or leased in advance of project implementation and before completion of applicable consultations must be stored in locations other than the proposed project site and where there will be no impact to the environment, human health, or cultural resources (in most cases, this means equipment must be stored in existing warehouses). Under no circumstances will grant funds be drawn down for clearing or excavating land, or demolition or construction of buildings or towers, before all environmental SACs are completed and cleared. This limited, preliminary allowable use of funds for purchases and leases is designed for recipient flexibility and to streamline preparation for project implementation simultaneously during consultations; the clause, and

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all applicable restrictions, is lifted once the applicable consultations are complete, and decision document is issued.

Once the consultation activities have been completed, NTIA will review all documentation and determine whether the consultation activities sufficiently address historical and/or cultural resource impacts. Projects found to have significant impacts to environmental or historic resources may face de-obligation of funding if impacts cannot be mitigated. The Recipient is required to provide any information requested by NTIA to ensure both initial and ongoing compliance with environmental and historic preservation laws, regulations, and best practices. The Recipient shall notify NTIA within 24 hours upon receipt of any notices of foreclosure; notices for continuing consultation received from the SHPO, Tribal Historic Preservation Officer (THPO), or other consulting party; or notices of noncompliance received from consulting authorities or regulatory agencies.

For all ground disturbing activities that occur during project implementation in the vicinity of known archaeological sites or suspected or known burials, the Recipient must ensure that an archaeologist who meets the Secretary of the Interior's Professional Qualification Standards monitors ground disturbance, and if any potential archeological resources or buried human remains are discovered, then the Recipient must immediately cease construction in that area and notify NTIA and the interested SHPO, THPO, and tribes. Such construction activities may then only continue with the written approval of NTIA.

Any change to the approved project scope that has the potential for altering the nature or extent of cultural resources impacts must be brought to the attention of NTIA and will be re-evaluated for compliance with applicable regulatory requirements.

11. Scheduling Inspection for Final Acceptance

The Recipient will schedule a final inspection when all construction has been completed, the architect/engineer has conducted a final inspection, and any deficiencies have been corrected. Representatives of the Recipient, the architect/engineer, and the contractor(s) will make the final inspection. The NIST Grants Officer must be given advance notice of the final inspection so that the NIST Grants Officer may participate.

12. Domestic Preference for Procurements (Buy American)

Pursuant to 2 CFR § 200.322, the Recipient should, to the greatest extent practicable under the BIP award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products). The requirements of 2 CFR § 200.322 must be included in all subawards, including all contracts and purchase orders for work or products pursuant to this program.

13. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

Pursuant to 2 CFR § 200.321, the Recipient and its subrecipients must take all necessary

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affirmative steps (as described in 2 CFR § 200.321) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

14. Open Network Requirements

The Recipient must comply with NTIA's open network requirements, which allows all other broadband service providers to interconnect with networks and other broadband infrastructure deployed using funds from this grant program on fair and non-discriminatory terms and conditions. The requirement to interconnect will apply to Recipients that deploy middle mile networks or submarine cable landing stations and not last mile networks.

- **Interconnection**: Recipients shall allow interconnection to grant-funded facilities at any technically feasible point along the network (without exceeding current or reasonably anticipated capacity limitations). This duty includes, at a minimum, the physical interconnection of the Recipient's facilities to a requesting party's facilities for the exchange of traffic. In addition, Recipients shall connect to the public Internet directly or indirectly and provide requesting parties with an ability to connect to the Internet. Rates and terms for interconnection shall be reasonable and nondiscriminatory.
- **Negotiate in Good Faith**: Recipients shall negotiate in good faith with all requesting parties (*i.e.*, public, private, non-profit, or other parties) making a bona fide request for interconnection or wholesale services.
- **Wholesale Broadband Service**: NTIA encourages Recipients to offer wholesale broadband services at rates and terms that are reasonable and nondiscriminatory.

15. Prohibition on Use for Covered Communications Equipment or Services

A Recipient or subrecipient may not use grant funds received under the BIP to purchase or support any covered communications equipment or service (as defined in section 9 of the Secure and Trusted Communications Networks Act of 2019 (47 U.S.C. 1608)). See also 2 C.F.R. 200.216 (Prohibition on certain telecommunications and video surveillance services or equipment), which also applies to this award.

16. Prevention of Waste, Fraud, and Abuse

Consistent with statutory requirements in Section 905(e)(3) of the Consolidated Appropriations Act, 2021, and the principles in 2 CFR part 200, at any time(s) during the grant period of performance, NTIA may direct a Recipient's key personnel to take a Government-provided training on preventing waste, fraud and abuse. Key personnel include those responsible for managing the Recipient's finances and overseeing any contractors, sub-contractors or sub-recipients (for financial matters and/or general oversight related to the grant). NTIA will provide instructions on when and how to take such training(s), and costs incurred by a Recipient relative to the training (*e.g.*, staff time) are eligible for reimbursement pursuant to the NTIA award.

Further, recipients must monitor award activities for common fraud schemes, including but not limited to:

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- false claims for materials and labor;
- bribes related to the acquisition of materials and labor;
- product substitution;
- mismarking or mislabeling on products and materials; and
- time and materials overcharging.

Should a Recipient detect any fraud schemes or any other suspicious activity, the grant recipient must contact its assigned NTIA Federal Program Officer and the Department of Commerce, Office of Inspector General Hotline, as indicated at https://www.oig.doc.gov/Pages/Contact-Us.aspx, as soon as possible. Additionally, in accordance with 2 CFR § 200.113, an applicant or recipient must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award are required to report certain civil, criminal, or administrative proceedings to SAM.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR § 200.339. (*See also* 2 CFR Part 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

17. Protection of Whistleblowers

The Department of Commerce Financial Assistance Standard Terms and Conditions are incorporated into every NTIA grant award. Section F.05 of these Terms and Conditions states that each award is subject to the whistleblower protections afforded by 41 U.S.C. § 4712 (Enhancement of contractor protection from reprisal for disclosure of certain information).

Generally, this law provides that an employee or contractor (including subcontractors and personal services contractors) of a non-Federal entity may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subaward, or a contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award, subaward, or contract under a Federal award or subaward.

Non-Federal entities and contractors under Federal awards and subawards must inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

A person that believes they have been the subject of retaliation for protected whistleblowing can contact the Department of Commerce, Office of Inspector General Hotline, as indicated at https://www.oig.doc.gov/Pages/Hotline.aspx, or the U.S. Office of Special Counsel, toll free at 1-800-872-9855.

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APPLICANT'S NAME: Lumpkin County

OMB Approval No. 0348-0041

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1 Administrative and legal expenses	$171,450	$0	$171,450
2 Land, structures, rights-of-way, appraisals, etc.	$0	$0	$0
3 Relocation expenses and payments	$0	$0	$0
4 Architectural and engineering fees	$135,696	$0	$135,696
5 Other architectural and engineering fees	$0	$0	$0
6 Project inspection fees	$0	$0	$0
7 Site work	$0	$0	$0
8 Demolition and removal	$0	$0	$0
9 Construction	$11,619,052	$0	$11,619,052
10 Equipment	$869,250	$0	$869,250
11 Miscellaneous	$0	$0	$0
12 SUBTOTAL	$12,795,448	$0	$12,795,448
13 Contingencies	$0	$0	$0
14 SUBTOTAL	$12,795,448	$0	$12,795,448
15 Project (program) income	$0	$0	$0
16 TOTAL PROJECT COSTS (*subtract #15 from #14)*	$12,795,448	$0	$12,795,448
FEDERAL FUNDING			
17 Federal assistance requested, calculated as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X 63.73%		$ 8,154,539

Lumpkin County, Georgia

County Attorney Department

Date: March 15, 2022

Agenda Item: Mediation Compromise Terms – The Complete Combatant, LLC v. Lumpkin County

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

Lumpkin County, Georgia

Animal Shelter Department

Date: March 15, 2022

Agenda Item: Discuss Animal Shelter Location

Item Description: Discuss Animal Shelter Location. Location for the new Animal Shelter.

Facts & Historical Information:

In 2021 the Board recognized the need for a new Animal Shelter and instructed staff to identify, on county-owned property, a location for a new shelter and to begin planning for the construction of the facility. The following locations have been identified for the Board to review.

Location 1: Blackburn Park Location 1
This location is located at the existing entrance to Blackburn Park. This location would be appropriate for shelter operations and provide the needed space for expansion and a large animal retention area. The site would provide ease of construction and is the least expensive option.
Location 2: Blackburn Park Location 2
This location is located in the back portion of Blackburn Park on the current Debris Management Area. If this site is chosen the County would need to find a new location for debris management. The new site would need to be approved by FEMA and EPD. This site would require a road to be constructed because the current access road is located on non-county owned property. The site is appropriate for Shelter operations and does allow for expansion. This site is furthest from any resident. This site is estimated at the highest overall cost.
Location 3: Transfer Station
This location is located behind the transfer station. This site is centrally located and would be appropriate for shelter operations. This site would be challenging if there is any needed expansion due to the topography and landfill caps. This location would require an access road to be constructed. This is the second highest cost and could negatively impact the image of the shelter.

The attached presentation will show the 3 potential sites and basic layout for the shelter.

Potential Courses Of Action:

A) The Board could choose Blackburn Park Location 1 for the new Animal Shelter.
B) The Board could choose Blackburn Park Location 2 for the new Animal Shelter.
C) The Board could choose the Transfer Station site for the new Animal Shelter.
D) The Board could not choose any of the 3 sites and give alternate direction to staff.

Budget Impact:

1) Option A would be the least expensive at an estimated build cost of $1,202,000.00 and require no funds to be expended for the construction of an access road.
2) Option B would be the most expensive overall at $1,538,775.00. TSPLOST could be used to construct the road. If the road is constructed using TSPLOST funds the option would add an additional estimated $13,000.00 to the build cost.

3) Option C would be the second most expensive with an overall cost of $1,537,866.00. If the road is constructed using TSPLOST funds the option would add an additional estimated $81,712.00 to the build cost.

Staff Recommendation:

Attachments:
New Animal Shelter Location Options

NEW ANIMAL SHELTER LOCATION OPTIONS

LUMPKIN COUNTY ANIMAL SHELTER

- The Lumpkin County Animal Shelter strives to create a warm, welcoming environment. They want people to come and spend time there.
- The Animal Shelter has developed operational and cleaning practices that have become a model for surrounding shelters.
- We can see from the number of adoptions that this model works.
- That is an image and environment we want to keep and improve on at our new facility.





Attachment: New Animal Shelter Location Options (3332 : Discuss Animal Shelter Location)

BLACKBURN PARK LOCATION ONE

- Good location for shelter operations
- Room for expansion
- Room for short term large animal retention area
- Ease of construction/ Shorter construction time
- Least expensive option
- 541’ to nearest resident



Attachment: New Animal Shelter Location Options (3332 : Discuss Animal Shelter Location)

BLACKBURN PARK LOCATION TWO

- This is the current site of the County's Vegetative Debris Management Area
- Will need FEMA and EPD to conduct an ecological review of the new site
- Room for expansion
- Room for short term large animal retention area
- Good location for shelter operations
- 1353' to nearest resident
- Would require adjustments to the overall Blackburn Park Plan
- Would require the construction of an entrance road
- Estimated cost of road construction: $323,775. (TSPLOST Funds could be used)
- Estimated utility build cost $13,000

Attachment: New Animal Shelter Location Options (3332 : Discuss Animal Shelter Location)



Attachment: New Animal Shelter Location Options (3332 : Discuss Animal Shelter Location)

TRANSFER STATION LOCATION

- Centrally located which is good for operations
- More difficult build site due to topography and landfill
- Site would limit ability to expand
- Difficult to include a short term large animal retention area
- 570’ to nearest resident
- Could not use the current road to access the shelter
- Approximately 650 ft road would need to be constructed: $254,154
- Road and site would require landscaping for screening: $2,000
- Site would require screening and security fencing: $20,000
- Est. Utility Build Cost $19,712
- Site is located within the City Limits: Tap Fees: Water and Sewer $40,000
- Increase utility cost for operations
- Firing range will cause stress to the animals
- The location does smell due to the Transfer Station
- Negative public image for the shelter due to proximity to the transfer station

Attachment: New Animal Shelter Location Options (3332 : Discuss Animal Shelter Location)

COST SUMMARY

Site Location	Est. Build Cost	Est. Additional Build Cost	Est. Additional Grading and Road Construction	Total Estimated Cost
Blackburn Location 1	$1,202,000.00	$0.00	$0.00	$1,202,000.00
Blackburn Location 2	$1,202,000.00	$13,000.00	$323,775.00	$1,538,775.00
Transfer Station Site	$1,202,000.00	$81,712.00	$254,154.00	$1,537,866.00

Attachment: New Animal Shelter Location Options (3332 : Discuss Animal Shelter Location)

QUESTIONS?

Lumpkin County, Georgia

Special Projects Department

Date: March 15, 2022

Agenda Item: New Animal Shelter Architectural and Engineering Services RFQ

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

Facts & Historical Information: Lumpkin County placed advertisements for a request for qualifications for architectural and engineering services for the new Animal Shelter. The county received three responses. The selection committee met and reviewed the submissions. From the list, two were chosen for interviews based upon their previous work and their submitted packet of required information. Those two companies were: JMA Architecture and Pond and Company. Interviews were conducted and the selection committee chose to recommend JMA architecture to the Board of Commissioners. JMA demonstrated a considerable understanding of the conceptual and technical needs of this project. They had more experience building the type/design of shelter we are looking for. JMA understood the needs of aesthetics and functionally that are important for this project. They also demonstrated knowledge of the specific guidelines and requirements from the Georgia Department of Agriculture which is vital to the success of this build. JMA provided specific solutions for the reduction of noise, smell, and transmittable diseases. The selection committee was also impressed by their project approach and plan. While the other firm is certainly capable of providing the work, JMA was the favored company at the end of the interviews.

Potential Courses Of Action:

1. The Board could choose to accept the recommendation of the selection committee and move forward with contracting JMA for their services.

2. The Board could choose to go with the other vendor that was short listed for interviews.

3. The Board could choose the firm that was not interviewed.

Budget Impact: When the Board approves the firm, a contract will be negotiated and presented to the Board. The fees for that contract will be paid from SPLOST funds.

Staff Recommendation: **The recommendation of the selection committee is to award a contract to JMA Architecture for architectural and engineering services for the new Animal Shelter.**