LUMPKIN COUNTY
Board of Commissioners

Regular Meeting Agenda

Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533

February 20, 2024
6:00 PM

- **CALL TO ORDER**
- **INVOCATION**
- **CONSIDERATION OF AGENDA**
- **PRESENTATIONS**

  1. Recognition of 2023 Employees of the Year

- **PUBLIC COMMENTS (Agenda Specific)**
- **PROCLAMATIONS**

  2. UNG Nighthawks Softball Team 2023 NCAA Division II National Champions Proclamation of Recognition

- **CONSIDERATION OF MINUTES**

  3. Board of Commissioners - Work Session - January 2, 2024 4:00 PM
  4. Board of Commissioners - Retreat - January 12, 2024 9:00 AM
  5. Board of Commissioners - Work Session II - January 16, 2024 5:30 PM
  6. Board of Commissioners - Regular Meeting - January 16, 2024 6:00 PM

- **RESOLUTIONS**

  7. 2024-06 Appoint/Reappoint Members to the Development Authority of Lumpkin County - *A.C. Moore to Seat 2, Robb Nichols to Seat 4, and Wyman Walden to Seat 7, all with terms expiring 03/07/2028 and Mac McConnell to Seat 9, of an unexpired term ending 03/07/2025*
  8. 2024-07 Reappoint Members to Hospital Authority - *Deborah Armstrong to Seat 1, and Gene Westmoreland to Seat 2, both with terms expiring 03/01/2028*
  9. 2024-08 Resolution Adopting Revised Environmental Health Fees *(Michelle Charriez)*
  10. 2024-09 February Surplus Property *(Finance Director Abby Branan)*
  11. 2024-10 Amend 2024 Budget *(Finance Director Abby Branan)*

- **REPORTS**
  County Department reports can be viewed on www.lumpkincounty.gov

- **ELECTED OFFICIALS**

- **CONTRACTS/AGREEMENTS**

12. 2024-003 Impact Fire Contract Renewal - Inspection of Sprinkler System at Detention Center *(Special Projects Director Ashley Peck)*
13. 2024-004 Disaster Debris Monitoring Contract - DebrisTech *(Roads Superintendent David Robinson)*
14. 2024-005 Disaster Debris Monitoring Contract - Thompson Consulting Services *(Roads Superintendent David Robinson)*
15. 2024-006 Disaster Debris Removal & Disposal Contract - Ceres Environmental *(Roads Superintendent David Robinson)*
16. 2024-007 Disaster Debris Removal and Disposal Contract - Southern Disaster Recovery *(Roads Superintendent David Robinson)*
17. 2024-008 Purchase of Ballot DA: Poll Worker Administration & Attendance Kiosk for Elections & Voter Registration Office *(Registrar & Elections Supervisor Robin McIntosh)*
18. 2024-009 GEMA State Wide Mutual Aid and Assistance Agreement *(EMA Director David Wimpy)*
19. 2024-010 2024 LMIG Asphalt Resurfacing Bid Award *(Special Projects Manager Charles Trammell)*
20. 2024-011 Tek84 Intercept Body Scanner for Lumpkin County Detention Center *(Sheriff Stacy Jarrard)*
21. 2024-012 Contract Amendment with CivicPlus for Website Services *(Special Projects Director Ashley Peck)*
22. 2024-013 CorrectHealth Inmate Medical Renewal *(Sheriff Stacy Jarrard)*
23. 2024-014 FY 2023 Assistance to Firefighters Grant Program

- **OTHER ITEMS**

24. Purchase of 2 Cabana X Pavilions - Estimate from Struxure *(Special Projects Director Ashley Peck)*
25. Request to Create New Positions for the Pinetree Recreation Center *(Pinetree Recreation Center Manager Jared Ray)*
26. Request to Create the Assistant County Manager Position and Reorganize County Departments *(County Manager Alan Ours)*
27. Approval of Positions for the Lumpkin County Recycling Center *(Special Projects Director Ashley Peck)*
28. Approval of Site Plan and Funding for the New Lumpkin County Recycling Center *(Special Projects Director Ashley Peck)*
29. Replacement of Gym Equipment for Pinetree Recreation Center *(Special Projects Director Ashley Peck)*
30. Voting Delegate for Georgia Opioid Settlement Advisory Commission (GOSAC) and Regional Advisory Council (RAC) Slate Consideration - Alan Ours
31. Replacement of Sheriff Department Vehicles - Emergency First Responder Vehicles for Patrol Division *(Sheriff Stacy Jarrard)*

- **COUNTY MANAGER**

- **COUNTY ATTORNEY**
- **COMMISSIONERS**
- **PUBLIC COMMENTS**
- **EXECUTIVE SESSION - Personnel**
- **ADJOURNMENT**

Lumpkin County, Georgia

Board of Commissioners

Date: February 20, 2024

Agenda Item: UNG Nighthawks Softball Team 2023 NCAA Division II National Champions Proclamation of Recognition

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

Proclamation of Recognition

UNG Nighthawks Softball Team

2023 NCAA Division II National Champions

WHEREAS, *the Lumpkin County Board of Commissioners is proud to recognize the University of North Georgia Nighthawks Softball Team for their outstanding performance in the 2023 season, culminating with the National Collegiate Athletic Association Division II National Championship; and*

WHEREAS, *the Nighthawks, led by Head Coach Mike Davenport and Assistant Coach Alea White, had a record-breaking season with the most wins in program history at 64-7, the most hits and runs scored in the NCAA Division II, and the Peach Belt Conference Championship; and*

WHEREAS, *the Nighthawks faced off against Grand Valley State University at Frost Stadium to battle for the championship. Powered by a rally in the first game and a dominant performance in the second contest, the Nighthawks secured the program's second national title with 7-3 and 3-0 victories; and*

WHEREAS, *each of these athletes played an important role in pushing the team to victory, showcasing their skill through timely hitting and savvy baserunning. The team's incredible triumph has etched their name into North Georgia history.*

NOW THEREFORE, BE IT RESOLVED *that the Lumpkin County Board of Commissioners hereby honor the UNG Nighthawks Softball Team for their groundbreaking achievements and further proclaim February 20th, 2024 as* ***UNG Nighthawks Day****.*

IN WITNESS WHEREOF, *we have set our hand and caused the seal of Lumpkin County to be affixed this 20th day of February, 2024.*

Lumpkin County, Georgia

_____

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____

Melissa Witcher, County Clerk

Lumpkin County, Georgia

County Clerk

Date: February 20, 2024

Agenda Item: Board of Commissioners - Work Session - January 2, 2024 4:00 PM

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY
Board of Commissioners
Work Session Agenda
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533

January 2, 2024
4:00 PM

- **CALL TO ORDER**
- **PROCLAMATIONS**

1. UNG Nighthawks Softball Team 2023 NCAA Division II National Champions Proclamation of Recognition

- **MINUTES**

2. Board of Commissioners - Joint Special Called Meeting - December 4, 2023 4:00 PM
3. Board of Commissioners - Work Session - December 5, 2023 4:00 PM
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- **RESOLUTIONS**

7. 2024-01 Approve a 2026 SPLOST IGA & Authorize the Chairman to Execute the Agreement on Behalf of the County *(County Attorney Joy Edelberg)*
8. 2024-02 Call for Election to Continue SPLOST *(County Attorney Joy Edelberg)*
9. 2024-03 Appoint/Reappoint Members to Lumpkin County Public Building Authority - *W. Frank Youngblood to Seat 3, and Greg Trammell to Seat 4, both with terms expiring 02/21/2027 and - - to Seat 5, of an unexpired term ending 02/21/2026*
10. 2024-04 Appoint Member to Board of Tax Assessors - *Deborah Armstrong to Seat 5, of an unexpired term ending June 30, 2025*
11. 2024-05 Set Qualifying Fees - Candidates Seeking Election to Certain Offices *(Registrar & Elections Supervisor Robin McIntosh)*

- **CONTRACTS/AGREEMENTS**

12. 2024-001 Mauldin & Jenkins - 2023 Audit Engagement Letter *(Finance Director Abby Branan)*
13. 2024-002 Ambulance Billing Services Contract Renewal *(Finance Director Abby Branan)*

- **OTHER ITEMS**

14. Election of Vice Chairman
15. Approve Job Description for Pinetree Recreation Center *(County Manager Alan Ours)*
16. 2019 TSPLOST 2024 Work Plan *(Finance Director Abby Branan)*
17. 2020 SPLOST 2024 Work Plan *(Finance Director Abby Branan)*
18. 2023 TSPLOST 2024 Work Plan *(Finance Director Abby Branan)*

- **COUNTY MANAGER**
- **COUNTY ATTORNEY**
- **COMMISSIONERS**
- **PUBLIC COMMENT (Agenda Specific)**
- **ADJOURNMENT**

LUMPKIN COUNTY
Board of Commissioners
Work Session Minutes
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533

January 2, 2024
4:00 PM

CALL TO ORDER
The meeting was called to order at 4:00 pm. Present were Chairman Chris Dockery and Commissioners Tucker Greene, Bobby Mayfield, Rhett Stringer, and Jeff Moran.

PROCLAMATIONS

1. UNG Nighthawks Softball Team 2023 NCAA Division II National Champions Proclamation of Recognition

MINUTES

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RESOLUTIONS

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This resolution approves and authorizes execution by the Chairman of the Board of Commissioners of an intergovernmental agreement between Lumpkin County and the City of Dahlonega for the use and distribution of proceeds from the 2026 Special Purpose Local Option Sales Tax for Capital Outlay Projects.

8. 2024-02 Call for Election to Continue SPLOST *(County Attorney Joy Edelberg)*
This resolution calls for an election to continue a Lumpkin County Special Purpose Local Option Sales Tax (SPLOST) with the concurrence of the City of Dahlonega.

9. 2024-03 Appoint/Reappoint Members to Lumpkin County Public Building Authority - *W. Frank Youngblood to Seat 3, and Greg Trammell to Seat 4, both with terms expiring 02/21/2027 and -- to Seat 5, of an unexpired term ending 02/21/2026*

10. 2024-04 Appoint Member to Board of Tax Assessors - *Deborah Armstrong to Seat 5, of an unexpired term ending June 30, 2025*
The state has requested the resolution be reworded to say she is completing a term rather than filling a vacant seat.

11. 2024-05 Set Qualifying Fees - Candidates Seeking Election to Certain Offices *(Registrar & Elections Supervisor Robin McIntosh)*
The governing authority of each county must fix and publish the qualifying fee for each county office to be filled in the upcoming primary or election.

CONTRACTS/AGREEMENTS

12. 2024-001 Mauldin & Jenkins - 2023 Audit Engagement Letter *(Finance Director Abby Branan)*
2023 Audit engagement letter that identifies the applicable financial reporting framework, single audit standards, and the expected form and content of auditor's report.

13. 2024-002 Ambulance Billing Services Contract Renewal *(Finance Director Abby Branan)*
Consideration of the contract renewal for ambulance billing.

OTHER ITEMS

14. Election of Vice Chairman
Chairman Dockery has spoken to Commissioner Stringer and he is willing to continue to serve as Vice Chairman.

15. Approve Job Description for Pinetree Recreation Center *(County Manager Alan Ours)*
With the Pinetree Recreation Center scheduled to open in the spring of 2024 additional staff positions will need to be filled. The next position to be filled is the Assistant Manager.

16. 2019 TSPLOST 2024 Work Plan *(Finance Director Abby Branan)*
Request to approve work plan on the 2019 TSPLOST

17. 2020 SPLOST 2024 Work Plan *(Finance Director Abby Branan)*
Request to approve work plan on 2020 SPLOST

18. 2023 TSPLOST 2024 Work Plan *(Finance Director Abby Branan)*
Consideration of the 2023 TSPLOST 2024 Work Plan

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS
Commissioner Greene wished everyone a blessed 2024.

Commissioner Mayfield asked if we had any complaints about amplified sound this weekend. Sheriff Jarrard said there was one complaint around 9:30 pm to 10:00 pm on New Year's Eve, and the deputy went out and issued a citation. There was another complaint around 11:40 pm and the deputy went back out. He was told the sound would stop at midnight, so he did not write another citation but put it on record. Sheriff Jarrard said a SLUA citation will be issued at 8:00 am in the morning. The owner was not available today, but he has stated he will be tomorrow.

PUBLIC COMMENT (Agenda Specific)
Sheriff Jarrard said on January 20 at 8:00 am will be Youth Day at the LCSO firing range. There will be a boys and girls skeet shoot competition and hot dogs and hamburgers starting at 11:30 am. The rain delay date will be the following Saturday.

ADJOURNMENT
The meeting was adjourned at 4:11 pm.

_____
Date

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Witcher
Clerk, Lumpkin County

Lumpkin County, Georgia

County Clerk

Date: February 20, 2024

Agenda Item: Board of Commissioners - Retreat - January 12, 2024 9:00 AM

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

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

January 12, 2024
9:00 AM

- **Welcome and Opening Comments (Walt McBride)**
- **9:00 AM - 10:00 AM**

  1. Financial Update *(Abby Branan)*
     a) SPLOST Update
     b) TSPLOST Update

- **10:00 AM - 10:30 AM**

  2. Economic Development Update *(Rebecca Mincey)*

- **10:30 AM - 10:45 AM**

  3. Pinetree Recreation Center Update *(Alan Ours)*

- **10:45 AM - 11:00 AM - Morning Break**
- **11:00 AM - 11:30 AM**

  4. Capital Projects Update *(Ashley Peck)*

- **11:30 AM - 12:00 PM**

  5. SPLOST 2026 Project Confirmation *(Alan Ours)*

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

  6. Water & Sewerage Update *(Sean Phipps)*

- **1:00 PM - 1:30 PM**

  7. Recycling Update *(Ashley Peck, Randy Allison)*

- **1:30 PM - 2:00 PM**

  8. Fire/EMS Hwy 400 Corridor Development *(David Wimpy)*

- **2:00 PM - 3:00 PM**

  9. Review of 2023 Goals *(BOC & Alan Ours)*

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

January 12, 2024
9:00 AM

- **Welcome and Opening Comments (Walt McBride)**
- **9:00 AM - 10:00 AM**

1. Financial Update *(Abby Branan)*

   a) SPLOST Update

   b) TSPLOST Update

- Staff will confirm the amount quoted for the camera replaced is correct.
- Create a committee to review equipment that is requested to be replaced.

- **10:00 AM - 10:30 AM**

2. Economic Development Update *(Rebecca Mincey)*

- Request to freeze the Deputy Planning Director position and add a new Planning Clerk position.

- **10:30 AM - 10:45 AM**

3. Pinetree Recreation Center Update *(Alan Ours)*

- Anticipating the completion by the end of February. Staff will begin training at that time.
- New Recreation Center Manager starts January 16, 2024. Next step is to hire an assistant manager.
- Job fair at UNG and the school system for recruiting lifeguards.
- Anticipate to open pickleball and interior Mid-April and soft opening of the waterpark May 11.
- Retaining wall to be installed in the area behind the slides and the area before the curve that is higher than the court and slides. Staff will have it priced for the consensus from the BOC.
- More concrete will be added on one side of the slides, so more cabanas can be added.
- Fencing and picnic tables will be added to the back pickleball court entrance. That way the courts can still be accessible when the gym is closed.
- BOC recommended the ticket prices be examined and giving a local discount for admission.
- Staff will confirm the construction area is secure when no one is there.
- The estimate to have the colors changed in the gym is $40,000. Staff will get another estimate and bring to the BOC for them to decide.

- **10:45 AM - 11:00 AM - Morning Break**

- **11:00 AM - 11:30 AM**

  4. Capital Projects Update *(Ashley Peck)*

- **11:30 AM - 12:00 PM**

  5. SPLOST 2026 Project Confirmation *(Alan Ours)*
  - Pole barn will be paid for upfront for the shop and reimbursed from SPLOST.

- **12:00 PM - 12:30 PM – Lunch**

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

  6. Water & Sewerage Update *(Sean Phipps)*

- **1:00 PM - 1:30 PM**

  7. Recycling Update *(Ashley Peck, Randy Allison)*
  - This will be brought to the BOC at the February meeting for a vote on option 4.

- **1:30 PM - 2:00 PM**

  8. Fire/EMS Hwy 400 Corridor Development *(David Wimpy)*

  - Staff will present more information on finding a location for a station in the Ben Higgins area.
  - Staff will provide exact cost for 3 more positions that is equal to 9 part-timers. This will allow more stations to be manned and lower ISO ratings.

- **2:00 PM - 3:00 PM**

  9. Review of 2023 Goals *(BOC & Alan Ours)*

Lumpkin County, Georgia

County Clerk

Date: February 20, 2024

Agenda Item: Board of Commissioners - Work Session II - January 16, 2024 5:30 PM

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY
Board of Commissioners
Work Session II Agenda
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533

January 16, 2024
5:30 PM

- **CALL TO ORDER**

- **CONSIDERATION OF MINUTES**

  1. Board of Commissioners - Joint Special Called Meeting - December 4, 2023 4:00 PM
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- **CONTRACTS/AGREEMENTS**

  11. 2024-001 Mauldin & Jenkins - 2023 Audit Engagement Letter *(Finance Director Abby Branan)*
  12. 2024-002 Ambulance Billing Services Contract Renewal *(Finance Director Abby Branan)*

- **OTHER ITEMS**

  13. Election of Vice Chairman
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  15. 2019 TSPLOST 2024 Work Plan *(Finance Director Abby Branan)*
  16. 2020 SPLOST 2024 Work Plan *(Finance Director Abby Branan)*
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- **COUNTY MANAGER**

- **COUNTY ATTORNEY**
- **COMMISSIONERS**
- **PUBLIC COMMENT (Agenda Specific)**
- **ADJOURNMENT**

LUMPKIN COUNTY
Board of Commissioners
Work Session II Minutes
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533

January 16, 2024
5:30 PM

CALL TO ORDER
The meeting was called to order at 5:35 pm. Present were Chairman Chris Dockery and Commissioners Tucker Greene, Bobby Mayfield, Rhett Stringer, and Jeff Moran.

CONSIDERATION OF MINUTES
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The state has requested the resolution be reworded to say she is completing a term rather than filling a vacant seat.

10. 2024-05 Set Qualifying Fees - Candidates Seeking Election to Certain Offices *(Registrar & Elections Supervisor Robin McIntosh)*
The governing authority of each county must fix and publish the qualifying fee for each county office to be filled in the upcoming primary or election.

Commissioner Mayfield said it doesn't seem fair that people running for the same type of office have to pay different qualifying fees. Robin McIntosh, the Elections Manager, explained that the Board of Education is paid per diem, not salary. The state law says that the qualifying fee shall not exceed 3% of the income derived from such office by the person holding the office in the preceding year. Commissioner Mayfield said we cannot exceed 3%, but we could theoretically charge them only a dollar or whatever we wanted. He said each of them should be the same fees.

Special Projects Director Ashley Peck said each individual is paid a different amount based on how many meetings they attended the previous year, so it can differ. Chairman Dockery said by that logic, the qualifying fee would be less for members who are absent more often. Commissioner Stringer noted that we are simply following state law. The Chairman said we just cannot know how much someone will attend, but hopefully someone on the Board of Education would be

more interested in serving their community than the income. He suggested that we could speak with ACCG to see if they could impact this at the state level, rather than trying to address it at a local level. He said we just need to follow the state law for now. Commissioner Mayfield reiterated that we should use our discretion to not exceed the 3%.

CONTRACTS/AGREEMENTS

11. 2024-001 Mauldin & Jenkins - 2023 Audit Engagement Letter *(Finance Director Abby Branan)*
2023 Audit engagement letter that identifies the applicable financial reporting framework, single audit standards, and the expected form and content of auditor's report.

Chairman Dockery asked if the staff would be different from last year. Ms. Branan, the Finance Director, said they use a different field team each year, and they rotate the lead auditor every 3 to 5 years.

12. 2024-002 Ambulance Billing Services Contract Renewal *(Finance Director Abby Branan)*
Consideration of the contract renewal for ambulance billing.

OTHER ITEMS

13. Election of Vice Chairman

14. Approve Job Description for Pinetree Recreation Center *(County Manager Alan Ours)*
With the Pinetree Recreation Center scheduled to open in the spring of 2024 additional staff positions will need to be filled. The next position to be filled is the Assistant Manager. This is a deviation from the approved 2024 budget, which included two full time positions. One was the Center Manager and one was a customer service representative. After discussing the operations of the new center with county staff and our pool consultant it is believed that the position of Assistant Manager is more appropriate than a customer service representative based on the Center's programs and operations.

15. 2019 TSPLOST 2024 Work Plan *(Finance Director Abby Branan)*
Request to approve work plan on the 2019 TSPLOST

16. 2020 SPLOST 2024 Work Plan *(Finance Director Abby Branan)*
Request to approve work plan on 2020 SPLOST

17. 2023 TSPLOST 2024 Work Plan *(Finance Director Abby Branan)*
Consideration of the 2023 TSPLOST 2024 Work Plan

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS
Commissioner Mayfield made a comment about the cameras included for SPLOST.

PUBLIC COMMENT (Agenda Specific)
Sheriff Jarrard said that the LCSO Youth Day will be postponed until the Saturday after this weekend due to the extreme cold.

ADJOURNMENT
The meeting was adjourned at 5:51 pm.

_____
Date

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Witcher
Clerk, Lumpkin County

Lumpkin County, Georgia

County Clerk

Date: February 20, 2024

Agenda Item: Board of Commissioners - Regular Meeting - January 16, 2024 6:00 PM

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Board of Commissioners
Regular Meeting Agenda
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- **REPORTS**

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- **COUNTY MANAGER**

- **COUNTY ATTORNEY**

- **COMMISSIONERS**

- **PUBLIC COMMENTS**

- **ADJOURNMENT**

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Minutes
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533

January 16, 2024
6:00 PM

CALL TO ORDER
The meeting was called to order at 6:04 pm. Present were Chairman Chris Dockery and Commissioners Tucker Greene, Bobby Mayfield, Rhett Stringer, and Jeff Moran.

INVOCATION
Chairman Dockery gave the invocation and Nugget reporter Keith Murden led the Pledge of Allegiance.

CONSIDERATION OF AGENDA
Motion*: Commissioner Stringer moved to approve the agenda and was seconded by Commissioner Mayfield. The motion was approved and carried.*

PUBLIC COMMENTS (Agenda Specific)

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4. Board of Commissioners - Work Session II - December19, 2023 5:30 PM
5. Board of Commissioners - Regular Meeting - December 19, 2023 6:00 PM

Motion*: Commissioner Moran moved to approve the minutes by acclamation and was seconded by Tucker Greene. The motion was approved and carried.*

RESOLUTIONS
6. 2024-01 Approve a 2026 SPLOST IGA & Authorize the Chairman to Execute the Agreement on Behalf of the County *(County Attorney Joy Edelberg)*
This resolution approves and authorizes execution by the Chairman of the Board of Commissioners of an intergovernmental agreement between Lumpkin County and the City of Dahlonega for the use and distribution of proceeds from the 2026 Special Purpose Local Option Sales Tax for Capital Outlay Projects.

Motion*: Commissioner Stringer made a motion to approve the agreement and was seconded by Commissioner Mayfield. The motion was approved and carried.*

7. 2024-02 Call for Election to Continue SPLOST *(County Attorney Joy Edelberg)*
This resolution calls for an election to continue a Lumpkin County Special Purpose Local Option Sales Tax (SPLOST) with the concurrence of the City of Dahlonega.

Motion*: Chairman Dockery made a motion to approve the resolution and was seconded by Commissioner Moran. The motion was approved unanimously.*

8. 2024-03 Appoint/Reappoint Members to Lumpkin County Public Building Authority - *W. Frank Youngblood to Seat 3, and Greg Trammell to Seat 4, both with terms expiring 02/21/2027 and Ross Shirley to Seat 5, of an unexpired term ending 02/21/2026*

Motion*: Chairman Dockery moved to approve the nominees by acclamation, and he was seconded by Commissioner Mayfield. The motion was approved and carried.*

9. 2024-04 Appoint Member to Board of Tax Assessors - *Deborah Armstrong to Seat 5, of an unexpired term ending June 30, 2025*
The state has requested the resolution be reworded to say she is completing a term rather than filling a vacant seat.

***Motion**: Chairman Dockery moved to appoint Deborah Armstrong to Seat 5 of an unexpired term ending 6/30/2025. Commissioner Greene seconded the motion, which was approved and carried.*

10. 2024-05 Set Qualifying Fees - Candidates Seeking Election to Certain Offices *(Registrar & Elections Supervisor Robin McIntosh)*
The governing authority of each county must fix and publish the qualifying fee for each county office to be filled in the upcoming primary or election.

***Motion**: Commissioner Mayfield moved to accept the fees as presented with one modification; that district 1 and 3 of the BOE be set to $36 each, which does not exceed the 3% of their income as specified by state law. Commissioner Stringer seconded the motion, which was approved unanimously.*

REPORTS
County Department reports can be viewed on www.lumpkincounty.gov

ELECTED OFFICIALS

CONTRACTS/AGREEMENTS
11. 2024-001 Mauldin & Jenkins - 2023 Audit Engagement Letter *(Finance Director Abby Branan)*
2023 Audit engagement letter that identifies the applicable financial reporting framework, single audit standards, and the expected form and content of auditor's report.

***Motion**: Commissioner Greene moved to approve the agreement, and he was seconded by Commissioner Moran. The motion was approved unanimously.*

12. 2024-002 Ambulance Billing Services Contract Renewal *(Finance Director Abby Branan)*
Consideration of the contract renewal for ambulance billing.

***Motion**: Commissioner Stringer moved to approve the agreement and was seconded by Bobby Mayfield. The motion was approved unanimously.*

OTHER ITEMS
13. Election of Vice Chairman

***Motion**: Chairman Dockery moved to nominate Commissioner Stringer as Vice Chairman, and Commissioner Mayfield seconded the motion. The motion was approved and carried.*

14. Approve Job Description for Pinetree Recreation Center *(County Manager Alan Ours)*
With the Pinetree Recreation Center scheduled to open in the spring of 2024 additional staff positions will need to be filled. The next position to be filled is the Assistant Manager. This is a deviation from the approved 2024 budget, which included two full time positions. One was the Center Manager and one was a customer service representative. After discussing the operations of the new center with county staff and our pool consultant it is believed that the position of Assistant Manager is more appropriate than a customer service representative based on the Center's programs and operations. The position grade for the position of Assistant Manager is 111 and the minimum salary is $43,094 with a maximum of $68,950.

***Motion**: Commissioner Moran moved to approve the job description, and the motion was seconded by Commissioner Greene. The motion was approved unanimously.*

15. 2019 TSPLOST 2024 Work Plan *(Finance Director Abby Branan)*
Request to approve work plan on the 2019 TSPLOST

***Motion**: Commissioner Stringer moved to approve the work plan and was seconded by Commissioner Greene. The motion was approved and carried.*

16. 2020 SPLOST 2024 Work Plan *(Finance Director Abby Branan)*
Request to approve work plan on 2020 SPLOST

***Motion**: Commissioner Mayfield moved to approve the work plan and was seconded by Commissioner Moran. The motion was approved and carried.*

17. 2023 TSPLOST 2024 Work Plan *(Finance Director Abby Branan)*
Consideration of the 2023 TSPLOST 2024 Work Plan

***Motion**: Commissioner Stringer moved to approve the work plan with the exclusion of road maintenance equipment until the equipment it is replacing is either sold on GovDeals or traded for a new piece of equipment, whichever brings the most money. Commissioner Mayfield seconded the motion, which was approved and carried.*

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS
Commissioner Mayfield gave his thanks to Fire/EMS/EMA and the LCSO for their diligent work with the recent winter weather threat. He also stated he has been keeping an eye on the noise ordinance, as requested by one of his constituents.

PUBLIC COMMENTS

ADJOURNMENT

***Motion**: Commissioner Mayfield moved to adjourn the meeting, and he was seconded by Commissioner Moran. The motion was approved unanimously, and the meeting ended at 6:19 pm.*

_____
Date

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Witcher
Clerk, Lumpkin County

Lumpkin County, Georgia

Board of Commissioners

Date: February 20, 2024

Agenda Item: 2024-06 Appoint/Reappoint Members to the Development Authority of Lumpkin County - *A.C. Moore to Seat 2, Robb Nichols to Seat 4, and Wyman Walden to Seat 7, all with terms expiring 03/07/2028 and Mac McConnell to Seat 9, of an unexpired term ending 03/07/2025*

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2024-06

A RESOLUTION TO APPOINT MEMBERS TO THE BOARD OF DIRECTORS OF THE DEVELOPMENT AUTHORITY OF LUMPKIN COUNTY

Whereas, the Board of Commissioners of Lumpkin County desires to reappoint members to the Board of Directors of the Development Authority of Lumpkin County to serve in Seat 2, Seat 4 and Seat 7 whose terms will expire on March 7, 2024; and

Whereas, the Board of Commissioners of Lumpkin County desires to appoint a new member to the Board of Directors of the Development Authority of Lumpkin County to serve in Seat 9 for the remainder of a term expiring March 7, 2025; and

Now therefore, it is hereby resolved that the following persons are appointed to the Board of Directors of the Development Authority of Lumpkin County for the seats and terms as follows:

Name	Seat	Term Expiration
A.C. Moore	2	March 7, 2028
Robb Nichols	4	March 7, 2028
Wyman Walden	7	March 7, 2028
Mac McConnell	9	March 7, 2025

Resolved, adopted and effective this 20th day of February, 2024.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Board of Commissioners

Date: February 20, 2024

Agenda Item: 2024-07 Reappoint Members to Hospital Authority - *Deborah Armstrong to Seat 1, and Gene Westmoreland to Seat 2, both with terms expiring 03/01/2028*

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2024-07

A RESOLUTION TO REAPPOINT MEMBERS TO THE HOSPITAL AUTHORITY OF LUMPKIN COUNTY

Whereas, the Board of Commissioners of Lumpkin County desires to reappoint two members to the Hospital Authority of Lumpkin County whose terms expire on March 1, 2024;

Now therefore, it is hereby resolved that the following persons are reappointed to the Hospital Authority of Lumpkin County for the seats and terms as follows:

Name	Seat	Term Expiration
Deborah Armstrong	1	March 1, 2028
Gene Westmoreland	2	March 1, 2028

Resolved, adopted and effective this 20th day of February, 2024.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Board of Commissioners

Date: February 20, 2024

Agenda Item: 2024-08 Resolution Adopting Revised Environmental Health Fees *(Michelle Charriez)*

Item Description: The state has adopted new body art regulations, with these come new/modified fees that need to be included on our fee schedule. We are proposing some minor additional changes to the existing fees.

Facts & Historical Information: Our fees have not increased since 2008. The EH fees that we currently have were proposed and adopted in 2008 with some very minor adjustments in 2015 to include a new program and add fees for things we were doing that we were not charging for. In the last 15 years the cost of most everything has risen; gas, salaries, benefits, vehicle maintenance, supplies, etc. We have not made changes to our fees to help compensate for these increased expenses. We are not proposing to increase our fees across the board or on a scale that would match the amount expenses have increased since 2008, we are simply hoping to offset them slightly while not creating a significant hardship for our customers. By increasing our user based fees we can help reduce Environmental Health's need to request an adjustment to the amount of appropriated funds received from the County's general budget due to inflationary costs. This proposed revision has come about in response to the adoption of a new state program requiring fees be added to our current fee schedule, we are simply taking this opportunity to include some additional increases.

Potential Courses Of Action:

1. Approve as proposed.
2. Approve with recommendations.
3. Do not approve.

Budget Impact: Attached is a list of just the fees we propose to adjust and the projected revenue based on the activity in the past year.

Staff Recommendation:

Lumpkin County Board of Health

Proposed Changes to Environmental Health Fees

Septic Fees	Current	Proposed	Additional Revenue
Septic Tank Permit (up to 2000 gal/day) 2001-3000 gal/day	325.00 375.00	350.00 400.00	5,775.00
Septic System Re-inspection	60.00	75.00	30.00
Subdivision Review, per lot	60.00	75.00	90.00
Individual Lot Pre-Purchase Evaluation	65.00	100.00	
Add-on/Modification Permit	100.00	150.00	1200.00
Existing System Evaluation	65.00	100.00	1470.00
Food Service Fees			
Plan Review Fee	100.00	150.00	650.00
Initial inspection fee, valid until next billing cycle		250.00	
Annual Inspection Fee 0-25 seats 26-50 seats 51-75 seats 76-100 seats 101-200 seats 201 or more seats	 225.00 250.00 275.00 300.00 325.00 350.00	 250.00 275.00 300.00 325.00 350.00 375.00	 225.00 425.00 325.00 300.00 375.00 225.00
Food Service - Pre-Purchase site visit	35.00	50.00	75.00
Mobile Unit and Commissary Plan review Fee Initial Permit Fee Annual Inspection Fee	 100.00 225.00 225.00	 150.00 250.00 250.00	 100.00 25.00 25.00
Mobile Unit Authorization Fee Mobile Unit Authorization Inspection		50.00 100.00	
Temporary Food Service Vendor Inspection Fee	40.00	60.00	
Well Water Testing			
Water Sample (One sample only)	40.00	50.00	530.00

Lumpkin County Board of Health

Proposed Changes to Environmental Health Fees

Public Pool Fees			
Re-Inspection Fee	35.00	50.00	
Body Art/Tattoo Fees			
Technician Permit Fee	50.00	Remove	
Technician Annual Renewal Fee	50.00	Remove	
Body Art Exam Fee		50.00	
Temporary Body Art Permit: Facility Permit and Inspection		200.00	
Temporary Guest Artist Permit		50.00	

Notes:

Projected revenue is based on the following dates.

November 15, 2022 to November 15, 2023.

Projected revenue is subject to change.

Lumpkin County Resolution No. 2024 – 08

A Resolution to Update the Lumpkin County Fee Schedule

Whereas, the Lumpkin County Fee Schedule is contained in Chapter 18 of the Code of Ordinances of Lumpkin County; and

Whereas, the State has adopted new body art regulations, which require additional permitting and inspections; and

Whereas, the Lumpkin County Board of Health has reviewed the fees listed in the Lumpkin County Fee Schedule and recommended updates to certain existing fees and the addition of new fees pursuant to the recently adopted body art regulations, as well as updates to other environmental health fees; and

Whereas, the Board of Commissioners desires to approve and adopt the recommended fees;

Now therefore, it is hereby resolved that the fees for Chapter 22 – Health and Sanitation included in Chapter 18 of the Code of Ordinances of Lumpkin County - Fees and Other Charges as more specifically set forth in the Exhibit "A" attached hereto are hereby approved and adopted.

Resolved, adopted and effective this 20th day of February, 2024.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

EXHIBIT 'A'

Chapter 22—Health and Sanitation

Septic fees:

- Septic tank permit (up to 2,000 gal/day) 350.00
- 2,001 to 3,000 gal/day 400.00
- Per 1,000 over 3,000 gal 100.00
- Pump system or advanced treatment system ..... 100.00 additional
- Septic system reinspection 75.00
- Subdivision review, per lot 75.00
- Individual lot pre-purchase evaluation 100.00
- Permit renewal fee* 100.00
- Residential repair permit 50.00
- Commercial repair permit 100.00
- Add-on/modification permit 150.00
- Existing system evaluation 100.00
- Septage removal permit (pumper truck):
  - First truck 100.00
  - Each additional truck 35.00
- Plan review fee 100.00
- Portable waste and disposal permit:
  - First truck 100.00
  - Each additional truck 35.00

Food service fees:

- Plan review fee 150.00
- Initial inspection fee, valid until next billing cycle 250.00
- Annual inspection fee:
  - 0 to 25 seats 250.00
  - 26 to 50 seats 275.00
  - 51 to 75 seats 300.00
  - 76 to 100 seats 325.00
  - 101 to 200 seats 350.00
  - 201 or more seats 375.00

Event venue permit and annual inspection fee (not open to the public) 250.00

- Late annual inspection fee 125.00

Reinspection fee (requested inspection) 75.00

Food service site-pre purchase 50.00

Mobile unit and commissary:

Plan review fee 150.00

Initial permit fee 250.00

Annual inspection fee (commissary and 1 truck) 250.00

Each additional mobile truck 100.00

Mobile Unit Authorization fee 50.00

Mobile Unit Authorization inspection 100.00

Temporary food service vender inspection fee 60.00

Tourist accommodation fees:

Plan review fee 100.00

Initial permit fee and annual inspection fees:

2 to 6 rooms 125.00

7 to 20 rooms 175.00

21 to 40 rooms 275.00

41 to 60 rooms 325.00

61 or more rooms 375.00

Late annual inspection fee 125.00

Reinspection fee (requested inspections) 75.00

Well water testing:

Water sample 50.00

Public pool fees:

Pool/spa plan review and construction permit 150.00

Initial permit fee and annual operating permit:

Public swimming pool 150.00

Special purpose pool 250.00

Wading pool 35.00

Spa 35.00

Late annual inspection fee 125.00

Reinspection fee 50.00

Body art/tattoo fees:

Initial plan review and permitting fee 400.00

Annual inspection fee 200.00

Body Art Exam fee 50.00

Temporary Body Art Permit: Facility Permit and Inspection. 200.00

Temporary Guest Artist Permit 50.00

Reinspection fee 75.00

Late annual inspection fee 125.00

Other fees:

Rabies testing** ..... 75.00 (plus any applicable lab fees)

* Septic permits are valid for 12 months from date of issue. This renewal will require an additional site visit and make a permit valid for an additional 12 months. Renewal must be made prior to the expiration date of the permit. Every effort will be made to notify the permit holder of the forthcoming expiration date, but failure to receive notification will not change these terms.

** Requested testing of sample outside of state guidelines for testing.

Lumpkin County, Georgia

Finance

Date:	February 20, 2024
Agenda Item:	2024-09 February Surplus Property *(Finance Director Abby Branan)*
Item Description:	Consideration of list of County inventory items to be declared surplus.
Facts & Historical Information:	The item(s) on the attached sheet are no longer used or needed by County departments and need to be declared surplus to legally be removed from the County's asset listing and disposed of via sale or disposal at the Transfer Station. Historically, items have been sold via GovDeals, an online auction site. Each County Department or Constitutional Officer has the opportunity to review the items to see if their respective department/office has use of any item prior to placement on the surplus list and subsequent presentation to the Board of Commissioners.
Potential Courses Of Action:	A) Approve surplus list items for sale. Any unsold items will be disposed of in accordance with O.C.G.A. B) Keep the items in County inventory.
Budget Impact:	Selling the items on GovDeals would generate additional unbudgeted revenue for the county. The dollar amount is unknown due to GovDeals being a bid/auction site. Keeping the unused items will not generate revenue and will result in staff having to find a location to store the items.
Staff Recommendation:	The recommendation of staff is surplus the item listed and sell on the GovDeals.com website. Staff also recommends any unsold item(s) or items noted as scrap be disposed of at the Transfer Station or sold for scrap with the funds generated deposited into the General Fund.

LUMPKIN COUNTY RESOLUTION NO. 2024 –09

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 02/06/2024 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 02/06/2024 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 20th of February, 2024.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Exhibit "A"

SURPLUS REQUEST LIST DATED February 6, 2024

Dept.	Description	Comments	ID#	VIN OR SERIAL NUMBER
33260	2014 DODGE CHARGER	EXCEEDS COUNTY FLEET REPLACEMENT	3500	2C3CDXAT2EH173500
		GUIDELINES, MILEAGE > 150K AND COST OF REPAIR,		
		$5-6K, NEEDS ENGINE. EXCEEDS VEHICLE VALUE		
33230	2014 DODGE CHARGER	EXCEEDS COUNTY FLEET REPLACEMENT	6938	2C3CDXAG5EH186938
		GUIDELINES, MILEAGE > 150K AND COST OF REPAIR,		
		$5-6K, NEEDS TRANSMISSION & STEERING		
33230	2013 DODGE CHARGER	EXCEEDS COUNTY FLEET REPLACEMENT	2765	2C3CDXAG8DH612765
		GUIDELINES, MILEAGE >150K AND COST OF REPAIR,		
		$5-6K, NEEDS ENGINE + OTHER REPAIRS		
		EXCEEDS VALUE OF VEHICLE		
39150	2003 FORD RANGER P/U	EXCEEDS COUNTY FLEET REPLACEMENT	7220	1FTZR15E83PA77220
		GUIDELINES, MILEAGE >150K AND COST OF REPAIR,		
		$4k - ?? NEEDS TRANSMISSION + REAR DIFFERENTIAL		
		REPAIR, EXCEEDS VALUE OF VEHICLE		
42000	2008 MID-STATE EQUIPMENT	INEFFICIENT MACHINE AND CAN ONLY BE USED WITH	0144	S/N 0144
	ROAD WIDENER/SHOULDER	TWO TRUCKS, WHICH IS NOT ENOUGH TO KEEP		
	BUILDER	A CREW WORKING THROUGHOUT THE DAY		
	MODEL 318-3			

Lumpkin County, Georgia

Finance

Date: February 20, 2024

Agenda Item: 2024-10 Amend 2024 Budget *(Finance Director Abby Branan)*

Item Description: Consideration of a 2024 Budget Amendment

Facts & Historical Information:

The Board of Commissioners' legal level of control is at the departmental level. Any changes to the budget that are not within a department must be considered and approved by the Board of Commissioners.

The Board of Commissioners has approved improvements and capital equipment purchases for the Recycling Center on Red Oak Flats Road. In order to fund the operation of the Recycling Center upon completion of the improvements, staff is requesting a budget amendment.

Staff has a two-part request:

A. Amend the 2024 General Fund budget to increase revenue in Administrative Support by $48,377 and increase the Operating Transfers Out by $48,377.
B. Amend the 2024 Solid Waste Fund budget to increase revenue by $48,377 and increase Recycling expense by $48,377.

Potential Courses Of Action:

A. Approve the proposed 2024 Budget amendment.
B. Approve a 2024 Budget amendment at a different amount.
C. Do not approve the 2024 Budget amendment.

Budget Impact: The budget increase will by paid from Fund Balance of the General Fund.

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2024 – 10

A RESOLUTION AMENDING
THE LUMPKIN COUNTY BUDGET FOR FISCAL YEAR 2024
TO FUND THE OPERATION OF THE RECYCLING CENTER

Whereas, the Lumpkin County Board of Commissioners has approved improvements and capital equipment purchases for a Recycling Center on Red Oak Flats Road; and

Whereas, the Lumpkin County Board of Commissioners desires to amend its Budget for Fiscal Year 2024 to provide funding for the operation of the Recycling Center upon completion of the improvements;

Now, therefore, it is hereby resolved that the Lumpkin County Budget for Fiscal Year 2024 is amended as follows:

The 2024 General Fund Budget is amended to increase revenue in Administrative Support by $48,377 and increase Operating Transfers Out by $48,377; and

The 2024 Solid Waste Fund Budget is amended to increase revenue by $48,377 and increase Recycling expense by $48,377.

Resolved, adopted and effective this 20th day of February, 2024.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Special Projects

Date:	February 20, 2024
Agenda Item:	2024-003 Impact Fire Contract Renewal - Inspection of Sprinkler System at Detention Center *(Special Projects Director Ashley Peck)*
Item Description:	Contract renewal with Impact Fire for Inspection of Sprinkler System at Detention Center
Facts & Historical Information:	Gainesville Fire has been conducting the required annual inspection of the sprinkler system at the Detention Center. This item is for the approval of the contract with Gainesville Fire to allow them to complete the inspection for 2024. The inspection is due February 2024. There are no changes to the contract from the previous year. Gainesville Fire will conduct the inspection for $400.00 and will notify the County of any needed repairs and provide the County with a written report of the inspection. Gainesville Fire had a name change last year which is why the contract is now listed as Impact Fire.
Potential Courses Of Action:	A. Approve the contract with Gainesville Fire/Impact Fire for the 2024 annual inspection of the sprinkler system at the Detention Center. B. Do not approve the contract with Gainesville Fire/Impact Fire for the 2024 annual inspection. This will require staff to identify another company that can complete the inspection, and bring that contract before the Board. As the inspection is due in February this will result in the inspection being past due. C. Approve the contract with Gainesville Fire/Impact Fire, but with modifications.
Budget Impact:	There will be no impact to the budget as this is a renewal and has already been budgeted for the year.
Staff Recommendation:	Approve the contract with Impact Fire for inspection of the sprinkler system at the Detention Center.

IMPACT FIRE

FIRE SPRINKLER INSPECTION CONTRACT

Impact Fire Services, LLC
PO Box 6100 Gainesville, GA 30504
770-534-3575* 770-534-5905 fax* dsheridan@impactfireservices.com

This agreement made between Impact Fire hereinafter called "Company", and LUMPKIN COUNTY hereinafter called "Subscriber", Subscriber owns and/or occupies and/or manages the building(s) located at the premises known as: 385 EAST MAIN STREET DAHLONEGA, GA 30533.

The Subscriber has contracted with Company to inspect said equipment as more particularly described below:

Device Make/System Description	Qty	Test Frequency
[WET]	[2]	[Quarterly, Semi-Annual, Annual, 5th Year] ANNUAL

2025-DUE 5YR $900.00

1. Company shall visually inspect said installation(s) 1 time(s) per year for _1_years for $_400.00_ per year and shall promptly report to Subscriber all needed items of maintenance, repairs and replacements in accordance with NFPA25-2014J edition. In addition, may note items which in the judgment of the Company may be necessary and reasonable to ensure the highest degree of protection up to, but not including an Engineering Review for compliance with hydraulic design standards for the building hazard as it may exist.

Payment in full will be made at the time of service, unless credit has been established prior to service. With approved credit application, terms will be net 15 days.

Maintenance or repairs of equipment denoted as deficient during the inspection are not considered part of this agreement and will be repaired or replaced under separate contract. Service work requested will be performed at standard day work rates under a separate work order. Subscriber gives Contractor specific authorization under this agreement to perform minor repairs and maintenance up to an additional $150.00 **(Accepted: _____)**. For amounts above $150.00, the Contractor shall either obtain Subscriber's prior authorization to proceed with additional work or shall furnish the Subscriber with an estimated price before the additional work is performed.

2. In connection with any automatic sprinkler system on Subscriber's premises as defined above, Company shall:

a) Inspect each control valve in Subscriber's system and leave in its normal open or closed position by means of wire seal, if not locked or supervised.

b) Inspect all fire sprinkler system related equipment as noted above.

c) Test all sprinkler system alarm facilities.

d) Conduct water flow tests at both ends of the system to verify adequate water availability. Dry valves will be trip tested once per year. **On Dry Systems that have to be tripped to test, IMPACT FIRE is not liable for trapped water caused by improperly pitched piping. Customer must be present at time of inspection to witness that system has been completely drained after inspection. In addition, IMPACT FIRE is not liable for damage caused by flowing, tripping, testing, servicing, or draining of the fire sprinkler system. IMPACT FIRE can only ensure that the systems are left in a normal operating condition. IMPACT FIRE is not liable for damage caused by freezing, nor failure to maintain heat sufficient to prevent freezing. Once IMPACT FIRE leaves the property, we are not liable for any after the fact issues.**

e) Maintain water pressure (static and residual) records in order to note and investigate changes.

f) Visually inspect the system and condition of sprinkler heads, branch lines, risers, cross mains, hangers and other related segments of the systems involved in accordance with NFPA 25–2014 edition. (Note: Inspection of all reasonably accessible areas, not liable for areas unable to access).

g) Fill out Standard Form of Inspection Report and submit written reports and recommendations to Subscriber of each inspection performed and the results of the inspection.

h) Unless otherwise specified, all inspections will be conducted between Monday & Friday, 7:00am – 3:00pm

3. Subscriber subject to a minimum service charge for scheduled inspections cancelled without a 24hr written notification.

4. It is the subscriber's responsibility to provide access to all riser rooms and spaces. If a return service call is required to complete inspection then subscriber will be charged an additional service call fee.

LIMITATION OF LIABIILTY

The contractor makes no warranties, expressed or implied, including, without limitation, warranties of merchantability and/or fitness for a particular purpose. No promise not contained herein or affirmation of fact made by an employee, agent or representative of the Company shall constitute a warranty by the Company or give rise to any liability or obligation. Contractor's liability to Subscriber for personal injury, death, or property damage arising from performance under this contract shall be limited to the contract price. Subscriber shall hold Company harmless from any and all third party claims for personal injury, death, or property damage arising from Subscriber's failure to maintain these systems or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall the Company be liable for any special, indirect, incidental, consequential, or liquidated, penal or any economic damages of any character, including but not limited to loss of use of the Subscriber's property, loss of profits or loss of production, whether claimed by the Subscriber or any third party, irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise.

Impact Fire Services, LLC.

Sheree Sheridan	Inspection & Service Coordinator	11/9/23
Company Representative	Title	Date
Subscriber Authorized Representative	Title	Date
Printed Name of Subscriber Representative/Title		Federal Tax ID Number

Lumpkin County, Georgia

Public Works

Date:	February 20, 2024
Agenda Item:	2024-004 Disaster Debris Monitoring Contract - DebrisTech *(Roads Superintendent David Robinson)*
Item Description:	Consideration of a Contract renewal for - DebrisTech ,Disaster Debris Monitoring
Facts & Historical Information:	During the clean-up for Hurricane Irma, it took at least 6 road department staff members to monitor the debris removal. This reduced the number of staff available to do road maintenance for nearly 6 months. The Board has since contracted with third parties to monitor disaster debris after a disaster. FEMA pays for up to 85% of the cost. In 2023, staff released an RFP and received 4 proposals. Staff analyzed the four proposals and determined, based on qualifications and pricing, that a primary contract should be awarded to Thompson Consulting Services, LLC, and a secondary contract should be issued to DebrisTech, LLC. Pricing for monitoring from each respondent to the RFP is attached. The proposed contract is the 1st of 3 renewals permitted under the initial contract.
Potential Courses Of Action:	A) Renewal primary contract to Thompson Consulting Services, LLC and a secondary contract to DebrisTech LLC. B) Do not award a disaster debris monitoring contract and have staff monitor disaster debris removal.
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:	The recommendation from staff is to award the primary contract to Thompson Consulting Services and the secondary contract to DebrisTech, LLC.

FIRST RENEWAL OF CONTRACT NO. 2023-026
FOR DISASTER DEBRIS MONITORING
PROJECT # 2023-001

This agreement is made and entered into as of the 20th day of February, 2024, between **Lumpkin County Board of Commissioners**, hereinafter referred to as "Lumpkin County", a political subdivision of the State of Georgia, and **DebrisTech, LLC, a Mississippi limited liability company authorized to transact business in the State of Georgia**, hereinafter referred to as "Contractor".

Whereas, Lumpkin County and Contractor entered into a Contract for Disaster Debris Monitoring Project #2023-001 on March 21, 2023, for an initial term of April 1, 2023 to March 31, 2024 (the "Contract"); and

Whereas, the Contract provides for up to three (3) annual renewals upon the mutual consent of the parties; and

Now therefore, in consideration of the mutual benefits accruing to each party, Lumpkin County and Contractor agree to renew the Contract upon the following terms and conditions:

1. The Contract is renewed for a term commencing April 1, 2024, and ending March 31, 2025. The Contract shall be eligible for up to two (2) additional annual renewals upon the mutual consent of both parties.

2. All other terms and conditions of the Contract shall remain the same.

In witness whereof, the parties have executed this First Renewal on the respective dates under each signature.

Lumpkin County:

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher, Lumpkin County Clerk

Consultant:
DebrisTech, LLC

_____
By: **Debra McCormick**
Title: **Business Manager**

Lumpkin County, Georgia

Public Works

Date:	February 20, 2024
Agenda Item:	2024-005 Disaster Debris Monitoring Contract - Thompson Consulting Services *(Roads Superintendent David Robinson)*
Item Description:	Consideration of a contract renewal for Thompson Consulting Services, Disaster Debris Monitoring. This is the first year for contract renewal.
Facts & Historical Information:	During the clean-up for Hurricane Irma, it took at least 6 road department staff members to monitor the debris removal. This reduced the number of staff available to do road maintenance for nearly 6 months. The Board has since contracted with third parties to monitor disaster debris after a disaster. FEMA pays for up to 85% of the cost. In 2023, staff released an RFP and received 4 proposals. Staff analyzed the four proposals and determined, based on qualifications and pricing, that a primary contract should be awarded to Thompson Consulting Services, LLC, and a secondary contract should be issued to DebrisTech, LLC. Pricing for monitoring from each respondent to the RFP is attached. The proposed contract is the 1st of 3 renewals permitted under the initial contract.
Potential Courses Of Action:	A) Renew primary contract to Thompson Consulting Services, LLC and renew secondary contract to DebrisTech LLC. B) Do not award a disaster debris monitoring contract and have staff monitor disaster debris removal.
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:	The recommendation from staff is to award the primary contract to Thompson Consulting Services and the secondary contract to DebrisTech, LLC.

FIRST RENEWAL OF CONTRACT NO. 2023-025
FOR DISASTER DEBRIS MONITORING
PROJECT # 2023-001

This agreement is made and entered into as of the 20th day of February, 2024, between **Lumpkin County Board of Commissioners**, hereinafter referred to as "Lumpkin County", a political subdivision of the State of Georgia, and **Thompson Consulting Services, LLC, a Delaware limited liability company authorized to transact business in the State of Georgia**, hereinafter referred to as "Contractor".

Whereas, Lumpkin County and Contractor entered into a Contract for Disaster Debris Monitoring Project #2023-001 on March 21, 2023, for an initial term of April 1, 2023 to March 31, 2024 (the "Contract"); and

Whereas, the Contract provides for up to three (3) annual renewals upon the mutual consent of the parties; and

Now therefore, in consideration of the mutual benefits accruing to each party, Lumpkin County and Contractor agree to renew the Contract upon the following terms and conditions:

1. The Contract is renewed for a term commencing April 1, 2024, and ending March 31, 2025. The Contract shall be eligible for up to two (2) additional annual renewals upon the mutual consent of both parties.

2. All other terms and conditions of the Contract shall remain the same.

In witness whereof, the parties have executed this First Renewal on the respective dates under each signature.

Lumpkin County:

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher, Lumpkin County Clerk

Consultant:
Thompson Consulting Services, LLC

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

Lumpkin County, Georgia

Public Works

Date:	February 20, 2024
Agenda Item:	2024-006 Disaster Debris Removal & Disposal Contract - Ceres Environmental *(Roads Superintendent David Robinson)*
Item Description:	Consideration of contract renewal for disaster debris removal and disposal with Ceres Environmental. This will be the first annual renewal.
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 February 2023, a Request for Proposal was issued in order to identify two disaster debris removal and disposal companies. 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. The proposed contract is the 1st of 3 renewals permitted under the initial contract. There is a 3.1% increase in Ceres's pricing from the initial contract to the proposed renewal. The price increase is within expected inflationary increases. The committee assigned to reviewing the proposals recommend awarding the primary contract to Ceres Environmental based on their method of response to a disaster, experience, and references managing similar disasters experienced in Lumpkin County. Further, the price point was on target with staff expectations.
Potential Courses Of Action:	A. Renew the contract for Ceres Environmental as the primary disaster debris removal and disposal contractor. B. Reject the renewal.
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.

FIRST RENEWAL OF CONTRACT NO. 1
FOR DISASTER DEBRIS REMOVAL & DISPOSAL
PROJECT # 2023-002

This agreement is made and entered into as of the 20th day of February, 2024, between **Lumpkin County Board of Commissioners**, hereinafter referred to as "Lumpkin County", a political subdivision of the State of Georgia, and **Ceres Environmental Services, Inc.,** a Florida corporation authorized to transact business in the State of Georgia, hereinafter referred to as "Contractor".

Whereas, Lumpkin County and Contractor entered into Contract No. 1 for Disaster Debris Removal & Disposal Project #2023-002 on March 20, 2023, for an initial term of April 1, 2023 to March 31, 2024 (the "Contract"); and

Whereas, the Contract provides for up to three (3) annual renewals upon the mutual consent of the parties; and

Whereas, Contractor has submitted a request for a price increase of 3.1% and Lumpkin County has agreed to the requested price increase; and

Now therefore, in consideration of the mutual benefits accruing to each party, Lumpkin County and Contractor agree to renew the Contract upon the following terms and conditions:

1. The Contract is renewed for a term commencing April 1, 2024, and ending March 31, 2025. The Contract shall be eligible for up to two (2) additional annual renewals upon the mutual consent of both parties.

2. 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.

3. All other terms and conditions of the Contract shall remain the same.

In witness whereof, the parties have executed this First Renewal on the respective dates under each signature.

Lumpkin County:

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Contractor:
Ceres Environmental Services, Inc.

_____
By: Tia Laurie
Title: Corporate Secretary

Attest:

(Corporate Seal)

_____
Melissa Z. Witcher
Lumpkin County Clerk

Exhibit 'A'
Fee Schedule
Project #2023-002
Contract No. 1

Category	Field Name & Description	Unit	Cost per Unit	Price Increase 3.1%
Vegetative Collect & Haul (including all required traffic control)	0-15 Miles Veg from Rights-of-Way (ROW) to Debris Management Site (DMS) *Vegetative collect and removal for haul distance up to 15 miles*	CY	$8.65	$ 8.92
	16-30 Miles Veg from ROW to DMS *Vegetative collect and removal for haul distance between 16-30 miles*	CY	$8.95	$ 9.23
	31-60 Miles Veg from ROW to DMS *Vegetative collect and removal for haul distance between 31-60 miles*	CY	$9.95	$ 10.26
	60+ Miles Veg from ROW to DMS *Vegetative collect and removal for haul distance 60+ miles*	CY	$10.95	$ 11.29
	Single Price Veg from ROW to DMS *A single price Vegetative collect and removal for any haul distance*	CY	$8.95	$ 9.23
Management &Reduction	Grinding *Grinding/chipping vegetative debris*	CY	$2.78	$ 2.87
	Air CurtainBurning *Air curtain burning vegetativedebris*	CY	$1.60	$ 1.65
	Open Burning *Open burning vegetativedebris*	CY	$0.48	$ 0.49
	Compacting *Compactingvegetativedebris*	CY	$0.48	$ 0.49
	Debris Management Site Management *Preparation, management, and segregating at Debris Management Sitesandrestoration ofManagementSites*	CY	$1.85	$ 1.91
C&D Collect & Haul (including all required traffic control)	0-15 Miles C&D from ROW to DMS *C&D collect and removal for haul distance up to 15 miles*	CY	$8.65	$ 8.92
	16-30 Miles C&D from ROW to DMS *C&D collect and removal for haul distance between 16- 30 miles*	CY	$8.95	$ 9.23
	31-60 Miles C&D from ROW to DMS *C&D collect and removal for haul distance between 31- 60 miles*	CY	$9.95	$ 10.26
	60+ Miles C&D from ROW to DMS *C&D collect and removal for haul distance 60+ miles*	CY	$10.95	$ 11.29
	Single Price Veg from ROW to DMS *A single price C&D collect and removal for any haul distance*	CY	$8.95	$ 9.23
Final Disposal	0-15 Miles from DMS to Final Disposal *Transport processed debris from DMS to final disposal 0-15 miles*	CY	$3.94	$ 4.06
	16-30 Miles from DMS to Final Disposal *Transport processed debris from DMS to final disposal between 16-30 miles*	CY	$4.34	$ 4.47

	31-60 Miles from DMS to Final Disposal *Transport processed debris from DMS to final disposal between 31-60 miles*	CY	$4.94	$ 5.09
Final Disposal	60+ Miles from DMS to Final Disposal *Transport processed debris from DMS to final disposal for 60+ miles*	CY	$5.94	$ 6.12
	Single Price Veg from ROW to DMS *A single price transport of processed debris from DMS to final disposal*	CY	$4.94	$ 5.09
	Tipping Fees(Vegetative) *Fee includes negotiated contract price or pass through amount for vegetative*	CY	pass-through	
	Tipping Fees (Mix) *Fee includes negotiated contract price or pass through amount for Mix*	CY	pass-through	
	Tipping Fees (C&D) *Fee includes negotiated contract price or pass through amount for C&D*	CY	pass-through	
Tree Operations	Hazardous Tree 6" - 12" *Hazardous tree removal for a 6"-12" trunk diameter*	Tree	$75.00	$ 77.33
	Hazardous Tree 13" - 24" *Hazardous tree removal for a 13"-24" trunk diameter*	Tree	$145.00	$ 149.50
	Hazardous Tree 25" - 36" *Hazardous tree removal for a 25"- 36" trunk diameter*	Tree	$175.00	$ 180.43
	Hazardous Tree 37" - 48" *Hazardous tree removal for a 37"- 48" trunk diameter*	Tree	$215.00	$ 221.67
	Hazardous Tree 49"+ *Hazardous tree removal for a 49"+ trunk diameter*	Tree	$255.00	$ 262.91
	Trees with Hazardous Limbs >2" *Hazardous hanging limbremoval*	Tree	$89.00	$ 91.76
	Hazardous Stumps > 24" - 36" *Hazardous stump removal for a 24" - 36" stump diameter*	Stump	$125.00	$ 128.88
	Hazardous Stumps > 37" - 48" *Hazardous stump removal for a 37" - 48" stump diameter*	Stump	$150.00	$ 154.65
	Hazardous Stumps > 49"+ *Hazardous stump removal for 49+" stump diameter*	Stump	$200.00	$ 206.20
	Stump FillDirt *Fill dirt for stump holes after removal*	CY	$28.50	$ 29.38
Specialty Removal	Waterway Debris Removal *Debris Removal from canals, rivers, creeks, streams, and ditches*	CY	$39.45	$ 40.67
	Sand Collection & Screening *Pick up, screen and return debris laden sand/mud/dirt/rock*	CY	$13.55	$ 13.97
	Vehicle Removal *Removal of eligible vehicle*	Unit	$110.00	$ 113.41
	Vessel Removal(land) *Removal of eligiblevehicle*	LF	$25.00	$ 25.78
	VesselRemoval(marine) *Removal of eligible vehicle from waterway*	LF	$45.00	$ 46.40

Specialty Removal	Carcass Removal of debris that will decompose (animals and organic fleshy matter)	Pound	$0.89	$ 0.92
	ROW White Goods Removal *Pick up and haul of white goods to disposalsite*	Unit	$39.00	$ 40.21
	Freon Management *Freon management and recycling*	Unit	$29.00	$ 29.90
	Demolition of Private Structure	CY	$16.55*	$ 17.06
	Electronic Waste Removal of electronic debris that contains hazardous materials, such as cathode ray tubes. Includes computers, monitors and	Unit	$19.00	$ 19.59
	Silt Removal	CY	$14.75	$ 15.21
	Putrescent Removal *Removal of debris that will decompose or rot (animals and organic fleshy matter)*	POUND	$6.55	$ 6.75
	Bio-waste *Removal of waste capable of causing infection to humans (animal waste, human blood, pathological waste)*	Pound	$12.50	$ 12.89
	Household Hazardous Waste (HHW) *HHW removal and disposal*	Pound	$6.55	$ 6.75
Restoration	Beach/Lake Restoration *Berm/Beach Construction*	CY	$15.00	$ 15.47
	Canal Shoreline Restoration	LF	$21.00	$ 21.65

*Non-RACM only

Lumpkin County, Georgia

Public Works

Date:	February 20, 2024
Agenda Item:	2024-007 Disaster Debris Removal and Disposal Contract - Southern Disaster Recovery *(Roads Superintendent David Robinson)*
Item Description:	Consideration of contract renewal for disaster debris removal and disposal with Southern Disaster Recovery. This is the first annual renewal.
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 February 2023, a Request for Proposal was issued in order to identify two disaster debris removal and disposal companies. 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. The proposed contract is the 1st of 3 renewals permitted under the initial contract. The committee assigned to reviewing the proposals recommend awarding the secondary contract to Southern Disaster Recovery based on the prior experience working with SDR. SDR has proven to be transparent, available, helpful, and knowledgeable. SDR also has experience working in Lumpkin County understands the needs of our area.
Potential Courses Of Action:	A. Renew the contract for Southern Disaster Recovery as the secondary disaster debris removal and disposal contractor. B. Reject the renewal
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.

FIRST RENEWAL OF CONTRACT NO. 2
FOR DISASTER DEBRIS REMOVAL & DISPOSAL
PROJECT # 2023-002

This agreement is made and entered into as of the 20th day of February, 2024, between **Lumpkin County Board of Commissioners**, hereinafter referred to as "Lumpkin County", a political subdivision of the State of Georgia, and **Southern Disaster Recovery, LLC, a Georgia limited liability company**, hereinafter referred to as "Contractor".

Whereas, Lumpkin County and Contractor entered into Contract No. 2 for Disaster Debris Removal & Disposal Project #2023-002 on March 20, 2023, for an initial term of April 1, 2023 to March 31, 2024 (the "Contract"); and

Whereas, the Contract provides for up to three (3) annual renewals upon the mutual consent of the parties; and

Now therefore, in consideration of the mutual benefits accruing to each party, Lumpkin County and Contractor agree to renew the Contract upon the following terms and conditions:

1. The Contract is renewed for a term commencing April 1, 2024, and ending March 31, 2025. The Contract shall be eligible for up to two (2) additional annual renewals upon the mutual consent of both parties.

2. All other terms and conditions of the Contract shall remain the same.

In witness whereof, the parties have executed this First Renewal on the respective dates under each signature.

Lumpkin County:

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Contractor:
Southern Disaster Recovery, LLC

_____
By: Al McClaran
Title: Member/CEO

Lumpkin County, Georgia

Election & Voter Registration

Date: February 20, 2024

Agenda Item:

2024-008 Purchase of Ballot DA: Poll Worker Administration & Attendance Kiosk for Elections & Voter Registration Office *(Registrar & Elections Supervisor Robin McIntosh)*

Item Description:

Contract with Ballot DA to provide an online Poll Worker Management solution.

Facts & Historical Information:

Ballot DA is a complete Poll Worker Management Solution that would allow Elections staff to maintain necessary poll worker oversight and accountability for this fast growing part-time, specialized staff. It is currently being used by elections offices in Douglas, White, Stephens, Henry, Fulton, and Gwinnett Counties.

Ballot DA will provide an online system that will streamline the administrative tasks of credentialing/badging and payroll for each election, with scannable QR codes that poll workers will utilize, completed at a kiosk for clocking in/out. Timesheets will be aggregated and Check/In Out will be tracked with a payroll handout file automatically generated. Citizens will be able to submit poll worker applications online through the County website, and these will be routed to the Ballot DA Dashboard for Elections staff to review and approve. The Dashboard will allow Elections staff to upload training content, create assessment questions, run reports, review submitted assessments, assign training, see poll worker availability and make work assignments and communicate with poll workers without needing to create endless spreadsheets, mail merges, distribution lists and maintain individual emails. Ballot DA will also provide a valuable means engagement to the poll workers who will receive user credentials to the online portal for access to all available online videos, complete any assessments, and scheduling information.

Potential Courses Of Action:

A. The Board could choose to approve the contract with Ballot DA to initiate this service for Elections.
B. The Board could choose to not approve the contract with Ballot DA.

Budget Impact:

There will be no impact to the budget as this contract service cost can be paid from funding already included in the Elections 2024 FY Budget. Renewal can be re-evaluated annually for efficacy, satisfaction and budgetary alignment. We already have tablets that can be utilized for the kiosk function so we will not need to purchase additional tablet(s) at this time.

Staff Recommendation: The recommendation of staff is to approve the contract with Ballot DA to provide this service.

Poll Workers Administration & Attendance Kiosk

Lumpkin County GA – Board of Elections

Presented By

Suri Anantharama, PMP, CSM
(404)933-6145 – mobile
suri@sonline.us
www.ballotda.com

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1. Introduction

Lumpkin county GA is located in the North central portion of GA with a population of more than 33,000 and the county seat is Dahlonega. Lumpkin county elections office plays a vital role in ensuring free & fair elections. Elections teams in GA have to deal with challenges related to poll worker training, administration, elections asset management, FOIA / Open records processing and more.

BallotDA Team met with the Lumpkin County elections team led by Ms. Robin McIntosh during the recent GAVREO conference. Suri (BallotDA) demonstrated the Poll Worker module, Attendance kiosk, Payroll handoff and the team was very happy to see the integrated solution. Lumpkin team requested Suri to put together a proposal.

This proposal details the Elections Poll Worker Administration solution, deliverables, requirements, setup fees and hosting costs.

2. Customer Expectation

Lumpkin County GA elections office would like to create an online Poll Worker Training, Attendance and Payroll handoff solution.

- Poll workers should be able to register and quickly create an account to access the training content online
- Elections team should be able to approve users and print Poll Worker badges with QR code
- Approved Poll workers be notified with the user credentials to access the system
- Poll workers should be able to watch videos on-demand and take assessments after watching the video
- Elections team should have access to the submitted assessments
- Elections team should have the admin access to upload content, create assessment questionnaire and run reports of the list of poll workers that underwent online training
- Attendance Kiosks would be setup at Polling locations for poll workers to scan QR for Check In / Check Out purposes and accurate IN / OUT time will be tracked
- Timesheets will be aggregated, and a payroll handoff file would be generated automatically which can be imported to the payroll system

3. High Level Requirements – Poll Worker Management solution

1. System Users
   a) Administrator – responsible for all user creation and has access to all modules
   b) Elections Team - ability to approve poll workers, upload content, create assessment questions, run reports, review submitted assessments, and conduct online sessions to train poll workers
   c) Poll Workers – registration, access live sessions, access recorded videos, take assessments
2. Dashboard
   a) Show the real time status of registered poll workers, sessions attended, and assessments
   b) Ability to look at the details in a graph / chart

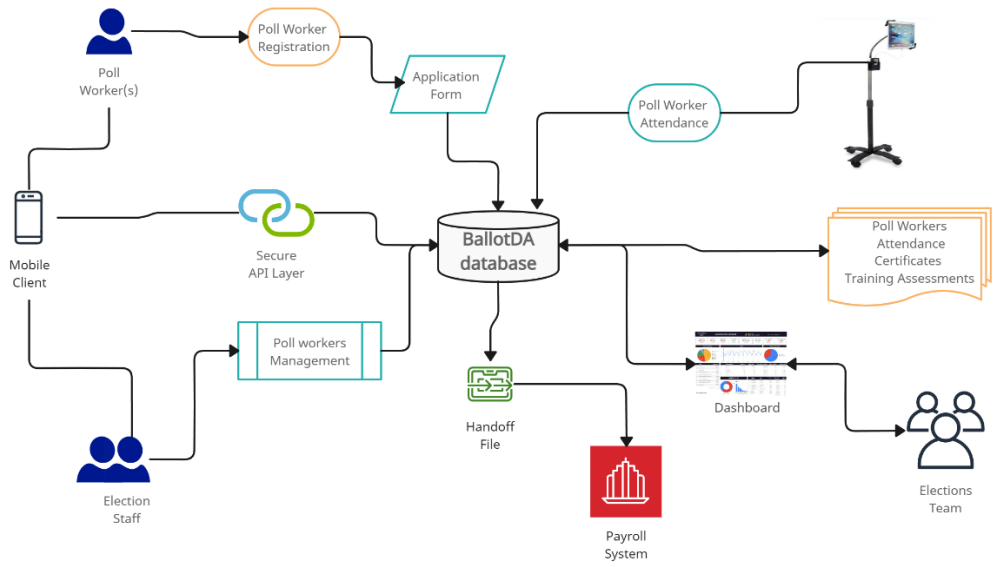
   Attendance Kiosk
   a) Attendance kiosks web application can be used from any mobile device (iOS / Android
   b) It accurately tracks IN / OUT time of poll workers so that the aggregated information can be submitted for Payroll purposes
3. Poll Worker Administration
   a) Show the list view of all Poll Workers in the system
   b) Provide Search option to search for a poll worker, and corresponding details of sessions attended, and assessments
   c) Provide the ability to export the filtered list to XLS, CSV format
4. Poll worker Experience
   a) Poll worker should receive the user credentials through email
   b) User should be able to see the list of all available on-demand videos, subscribe for them and after watching, they should be able to take assessments

4. Solution Scope

This solution would follow the process adhered by the Lumpkin County GA to manage Poll Workers registration and training. This tool is designed to help the elections team with the possibility to conduct online training, provide access to important digital videos for quick reference, provide access to assessments, and verify the preparedness of the poll workers. This solution would save countless hours for the Elections team as poll workers would have access to the online solution 24x7 and they have access to poll worker training material on-demand.

BallotDA

Poll Workers Training, Attendance and Payroll



5. Cloud Hosting and Access

Poll workers online training solution would be offered as a cloud solution for the Lumpkin County team.

- A cloud instance would be created, and election staff members (determined by the team) would be given access to the system
- Poll workers can utilize the Registration link to create user account and then access content once they are approved by the Elections staff
- Lumpkin county team would appoint a point of contact person to assist us during the solution development

6. Solution Pricing

a. **One-time Server Setup, help to create content, upload video links, Onboarding of users, Kiosk Hardware, System configuration**

Sl	Description	Unit Price	Qty	Extended
1	Cloud provisioning of Poll workers training platform	$1,800	1	$1,800
2	Attendance Kiosk Stand	$200	Optional	
3	Android Tablets for the Kiosk application	$500	Optional	
	Total			$1,800

b. **Annual Subscription Fee**

Sl	Description	Unit Price	Qty	Extended
1	Poll Workers training module Attendance Kiosk (Special Bundle pricing)*	Fixed (Yearly Cost)	Enterprise	$4,800
2	BallotDA Kiosk API License	Fixed (Yearly Cost)	$2,500	Included
	Total			$4,800.00

*Lumpkin is offered the special price (county with less than 100 poll workers)

7. Solution Timeline

BallotDA team will work on customizing the Lumpkin County specific instance on approval of the contract. We should be able to deliver a working portal within 1 – 2 weeks from the approval date and setup time to do a quick web training for the stakeholders.

8. Project Approval

For Lumpkin County Board of Commissioners	For **Sonline LLC**
Signature:	Signature:
Name:	Name:
Date:	Date:

To: Lumpkin County Board of Commissioners

From: Robin McIntosh, Elections & Voter Registration

cc: Alan Ours, County Manager

Date: February 15, 2024

Re: BallotDA vs. EasyVote Software – Contract Purchase

I reached out to Derrick LaPerriere, current Elections Supervisor for Habersham County. Derrick was the Interim Elections Supervisor for White County, and was with whom I originally spoke when White County began using BallotDA for their poll worker management.

Derrick advised he currently uses the EasyVote poll worker software in Habersham and was able to provide candid, professional opinions of both solutions having utilized both in live election environments.

Pricing is easily the biggest pro for EasyVote, as it is offered for only $1,500/year. Most election offices have used EasyVote's absentee balloting module in the past, including Lumpkin County. However, when the Secretary of State switched the voter registration system to GARViS in January 2023, it was no longer compatible with the absentee balloting software. In order to hopefully retain some of that customer base, EasyVote decided to offer their other modules to Georgia customers at the same price they had paid for the absentee ballot module. Our representative for EasyVote, Greg Whiten, has advised that would be our price as well, renewable each year if we wished to use the poll worker module.

Derrick advised that another pro for EasyVote is that the software is very easy to navigate and is very polished—perhaps attributed to having been in operation for so many years. It is a very much a "point and click" system without a lot of distraction or unnecessary features.

Derrick also advised that EasyVote is not a highly customizable system as it is a software vs. BallotDA which is web-based. This could be seen as a pro or a con. Being fairly fixed means that while there is not a lot that can be customized to the user, it is quicker to set up and implement into usage. BallotDA is highly customizable to the end user, which is desirable, but also means that it will take much longer before the system is fully integrated and requires a lot more "hands-on" input to reach that point.

Both EasyVote and BallotDA have payroll functions that are needed for the poll workers, and both will print out Excel spreadsheets that can be sent to HR for processing.

Both EasyVote and BallotDA have a poll worker “portal” that they can login to for viewing schedules, communications from us, and trainings. However, we cannot upload training videos to EasyVote for poll workers as we could in BallotDA. In addition, we cannot track poll worker progress/completion of required trainings in EasyVote as we could in BallotDA.

Both EasyVote and BallotDA would allow us to send out communications to our poll workers and allow us to more accurately and efficiently handle our scheduling for each election. Both would allow us to send out availability surveys for each election. However, EasyVote allows only one such survey per election, whereas BallotDA allows for multiple surveys.

Both EasyVote and BallotDA will print training certificates for poll workers.

The biggest pros for BallotDA that for us that justified the additional expense after seeing both products in operation were:

BallotDA’s kiosk operation – EasyVote does not offer this feature. BallotDA creates badges for each poll worker with a unique QR code. The poll worker is able to scan the QR code at the kiosk. The kiosk can be set up on any tablet or computer. We are basically buying the stand and using a device we already have. The poll worker is clocking in/out with their ID badge.

This is saving us the time we are currently spending creating these badges for each election from a series of mail merges and spreadsheets. It is also saving us the time we are spending creating individual timesheets for each poll worker for each election. And the time we spend compiling all those sheets, tallying each sheet into a spreadsheet and sending those to HR for payment.

EasyVote does not create badges nor does it offer a time clock feature for poll workers, so we would have to continue our current time management procedures.

BallotDA allows for the uploading of video training content and tracks the progress of users. I would like to be able to offer web-based training options for our poll workers. It is very difficult to schedule 50+ people for training, while also trying to prepare for each election. Having web-based options would be invaluable, and being able to track and confirm without having to create and maintain additional spreadsheets for multiple training sessions would also time-saving.

As mentioned before, BallotDA is web-based solution, meaning it is not a software that must be installed on a computer. It is accessible even through a smart phone. And it is highly customizable. While that may mean it takes longer to implement and shape into a working, fully-functional solution for poll worker management, if it ultimately allows my staff and I to focus on the details of elections, then it has been worth the investment of time and money.

In summary, both EasyVote and BallotDA have their merits. Lumpkin County has been an EasyVote customer for several years with trusted results. BallotDA is a newer company with a newer product. Elections would benefit greatly from the assistance that either product could offer, however, it is in my opinion that there are greater opportunities to be had from the features offered by BallotDA at this time.

Lumpkin County, Georgia

Emergency Services

Date: February 20, 2024

Agenda Item:

2024-009 GEMA State Wide Mutual Aid and Assistance Agreement *(EMA Director David Wimpy)*

Item Description:

This is an agreement between state and local governments that gives them the opportunity to give and receive assistance between each other. It also gives them the ability to receive reimbursements from the cost that may be incurred during a disaster or emergency.

Facts & Historical Information:

This agreement has no budget impact (No cost), it is just an agreement that gives the local governments the ability to recoup some of the cost of any emergency that they may be involved in. The Georgia Emergency Management Act, as amended (The Act), gives the local governments of the state, the authority to make agreements for mutual aid assistance in a disaster or emergency. Under the act, the agency has the authority to coordinate assistance between local governments during disasters or emergencies and to provide available resources where needed.

Potential Courses Of Action:

Two potential courses of action:

A. Sign the agreement and be able to give and receive assistance in times of disasters or emergences. Also be able to be reimbursed for cost that may be incurred during these times.

B. Do not sign the agreement and possibly not be able to receive any assistance or recoup cost that might be incurred during an emergency or disaster.

Budget Impact:

There is no budget impact if the agreement is signed.

Staff Recommendation:

The recommendation of staff is to update and renew the agreement and guaranty the ability to receive assistance and recover cost that may be incurred in the event of any disaster or emergency.

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: **Lumpkin County**

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I
STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

(1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).

(2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.

(3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.

(4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.

(5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.

(6) “Participating Parties” means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.

(7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and

2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

(1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V
LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party’s own political subdivision to remain in compliance with such Participating Party’s policy, rule or law.

The Assisting Party’s mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI
LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII
RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII
REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

(1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and

(2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and

(3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and

(4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX
IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2028. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

	Chris Dockery
_____	_____
Chief Executive Officer - Signature	Chief Executive Officer – Print Name

County/Municipality: **Lumpkin**

Date:_____/_____/_____

_____	_____
GEMA/HS Director – Signature	GEMA/HS Director – Print Name

Date:_____/_____/_____

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for **Lumpkin County**(county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

David Wimpy — **EMA Director**

Print Name — Job Title/Position

Signature of Above Individual

Lorraine Morris — **Deputy EMA Director**

Print Name — Job Title/Position

Signature of Above Individual

Alan Ours — **County Manager**

Print Name — Job Title/Position

Signature of Above Individual

Date:_____/_____/_____

Chief Executive Officer - Signature

Chief Executive Officer – Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designated fiscal officer(s)" for **Lumpkin County** (county/municipality) for the purpose of reimbursement sought for mutual aid:

Abby Branan **Finance Director**

Print Name Job Title/Position

Signature of Above Individual

Print Name Job Title/Position

Signature of Above Individual

Print Name Job Title/Position

Signature of Above Individual

Date:_____/_____/_____

Chief Executive Officer - Signature

Chief Executive Officer – Print Name

Lumpkin County, Georgia

Special Projects

Date: February 20, 2024

Agenda Item: 2024-010 2024 LMIG Asphalt Resurfacing Bid Award *(Special Projects Manager Charles Trammell)*

Item Description: Recommendation to award the LMIG (Local Maintenance and Improvement Grant) Project Bids

Facts & Historical Information: On January 26, 2024 Lumpkin County received bids for the resurfacing on 5.31 miles of county roads under the LMIG program. Seven bidders submitted bids on the projects. The low bidder was Colditz Trucking and Paving with a price of $837,654.00. This amount is $68,286.00 less than the estimated cost of $905,940.00. Our annual LMIG award this year from GDOT is $651,138.44. The minimum amount of the project will have to be $846,479.97 after adding the 30% match required by GDOT. This is well under our estimated cost; therefore, we will have the money to make that work.

Potential Courses Of Action:

A. Award the Contract to Colditz Trucking and paving at $837,654.00.
B. Do not award the Contract.

Budget Impact: The 30% match will be paid from TSPLOST funds.

Staff Recommendation: Approve course of action A**.**

Bid Opening Tabulation

Project# 2024-001 2023 LMIG Asphalt Leveling and Resurfacing Various County Roads January 25, 2024 @ 1:05 PM	Allied	Blount	Colditz	CW Mathews	Colwell	Garrett	Vertical Earth
Information Form	✓	✓	✓	✓	✓	✓	✓
Execution of Proposal Form	✓	✓	✓	✓	✓	✓	✓
Non-Collusion Form	✓	✓	✓	✓	✓	✓	✓
Drug Free Workplace Form	✓	✓	✓	✓	✓	✓	✓
Addenda Acknowledgement Form	✓	✓	✓	✓	✓	✓	✓
E-verify	✓	✓	✓	✓	✓	✓	✓
SAVE Affidavit	✓	✓	✓	✓	✓	✓	✓
W-9	✓	✓	✓	✓	✓	✓	✓
Bid Bond	✓	✓	✓	✓	✓	✓	✓
Bidder's Certification	✓	✓	✓	✓	✓	✓	✓
Price Proposal Form	~~1,037,087.50~~ ~~1,050,873~~ 1,037,087.50	996,812.57	837,654.07	887,620.00	948,054.87	947,469.50	1,067,160.69

Ryan McDuffie, Purchasing Agent

Witness

Bid. A "responsive bidder" is a bidder who has submitted a bid response, which conforms in all material respects to the bid. A "responsible bidder" is a bidder who has the capacity in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance.

2.0 SCOPE OF WORK & SPECIFICATIONS

The scope and procedure for this project shall consist of Leveling and Resurfacing with asphalt concrete, and Thermoplastic Stop Bars on various county roads listed in the LMIG Project Report contained in the Bid Documents for this project. All work shall be done in accordance with the 2021 State of Georgia Standard Specifications and by the Specifications contained in the Bid Documents for this project.

Lumpkin County personnel will be supervising construction of this project and will also be subject to inspections and audits by the Georgia Department of Transportation.

2024 BID ITEM SUMMARY						
ROAD NAME	BEGIN	END	LENGTH (Miles)	WIDTH (FEET)	DESCRIPTION OF WORK	
					ASPHALT REQUIREMENTS	STRIPING REQUIREMENTS
Wash Rider Road	Oak Grove Road	Wahsega Road	2.20	20	Spot level and Overlay with 175 #/sqyd of 12.5 mm	Center Line and Edge Lines and Stop Bars
Cavender Creek Road	Copper Mine Road	Grindle Bridge	.92	24	Spot level and overlay with 175 #/sq.yd of 12.5 mm	Center Line and Edge Lines
Arrendale Road	SR 9	End	.68	18	Spot level and overlay with 175# per sq.yd. of 12.5 mm	Centerline and Stop Bar
Grindle Bridge Road	Grindle Bridge At Chestatee River	High Shoals Landing	.25	.22	Spot level and overlay with 175# per sq.yd. of 12.5 mm	Centerline and Edge Line
Homer Edwards Road	Clay Creek Falls Road	Oak Grove Road	1.26	21	Spot level and overlay with 175# per sq.yd. of 12.5 mm	Centerline, Edge Lines and Stop Bars
			Total Mileage 5.31 miles			

CONTRACT
FOR
ASPHALT LEVELING AND RESURFACING OF VARIOUS COUNTY ROADS
LMIG PROJECT 2024-001

This agreement is made and entered into between the **Lumpkin County Board of Commissioners**, hereinafter referred to as "Lumpkin County", a political subdivision of the State of Georgia, and **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 leveling and resurfacing with asphalt concrete and thermoplastic stop bars on various county roads listed in the Invitation to Bid issued by Lumpkin County on January 9, 2024. All work will be done in accordance with the 2021 State of Georgia Standard Specifications and by the Specifications contained in the Invitation to Bid issued by Lumpkin County.

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 180 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.

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)	$62,674.00
0010	402-1812 Recycled Asph. Conc. Leveling including Bitum Material and H lime (Ton)	$114.42
0015	402-3130 Recycled Asph. Conc. 12.5 MM Super Pave GP2 only including Bitum Material and H lime (Ton)	$110.07
0020	413-1000 Bitum. Tack Coat (Gallon)	$6.00
0025	652 Solid Traffic Stripe, 5" White (LM)	$1,200.00
0030	652 Solid Traffic Stripe, 5" Yellow (LM)	$1,200.00
0035	652 Skip Traffic Stripe, 5" White (GLM)	$800.00
0040	652 Skip Traffic Stripe, 5" Yellow (GLM)	$800.00
0045	653-Thermoplastic Solid Stripe 24” White Stop Bars (Foot)	$15.00

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.

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.

G. Documents Deemed Part of Contract:

Unless otherwise modified by this Contract, Lumpkin County's Invitation to Bid issued January 9, 2024, for LMIG Project 2024-001, and any addendums issued thereto, 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.

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: Bill Donaldson
191 Bill Donaldson Circle
Blairsville, GA 30512

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 as of February 20, 2024.

Lumpkin County:

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Contractor:

Colditz Trucking, Inc.

By:

_____
Bill Donaldson, President

Lumpkin County, Georgia

Sheriff

Date: February 20, 2024

Agenda Item: 2024-011 Tek84 Intercept Body Scanner for Lumpkin County Detention Center *(Sheriff Stacy Jarrard)*

Item Description: Agreement and purchase of full body scanner to eliminate contraband from entering the facility.

Facts & Historical Information: Lumpkin County Sheriff's Department is looking to purchase a full body scanner from Tek84. The Intercept body scanner is a full body scanner with a body temperature thermal scanner that will dramatically increase the safety and security of staff and inmates at the facility. This is done by reducing contraband being smuggled into the facility, reducing staff to inmate physical contact as an infection control measure, and detecting inmates with an elevated body temperature who may be exhibiting signs of Covid-19 infection, flu and other infections. The Intercept comes equipped with a camera to take the arrestee's photo which is embedded into Tek84's patented evidence file. Body scan takes 3.8 seconds to complete and can be viewed instantly. This will detect both metallic and non-metallic threats, including weapons, drugs, cell phones and other contraband. Screens from below the feet to above the head, revealing items under the clothing and within the body. The Intercept has a small footprint with no need for extra shielding. Lumpkin County Sheriff Office Staff recommends the approval to purchase the Intercept body scanner from Tek84 for the Detention Center.

Potential Courses Of Action:

A. The Board could accept the proposed purchase and agreement with Tek84 for the Intercept body scanner which would provide this agency with a valuable resource to reduce and possibly eliminate contraband entering the facility.

B. The Board could choose to not accept the proposed purchase and agreement with Tek84.

Budget Impact: The agency shall pay a total of $162,500.00. Initial payment will be due at install and will be given option to extend warranty on all parts at end of year. SPLOST funds have been approved for purchase. Additional warranty can be covered under repair and maintenance of equipment in the future.

Staff Recommendation: The recommendation of Sheriff Office staff is to grant the purchase and agreement. In which the Tek84 Intercept could be used daily in every day intake of inmates, work crews and current inmates. The scanner will promote safety and security of all who are in and work in the detention center. By controlling contraband entering the facility the chance of dangerous items and drugs leading

to possible overdose will be eliminated.

Intercept

X-ray Body Scanning Solution for Contraband Detection Creates Safer Environments for All

The #1 Selling High Security X-ray Body Scanning System in the United States

- **X-ray dose less than 1% of medical exam**
- **Patented technology for clear, distortion-free images**
- **Smallest footprint (3' x 6'). Easy to install, relocatable.**
- **Photo ID link for evidentiary support**
- **Training by AART-certified radiology professionals**
- **Integrated Thermal Scanner option**
- **Ask us about federal and other grant funding**

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SCAN ME

Tek84 Intercept® is the most advanced x-ray body scanning system for the detection of weapons, drugs, cell phones and other contraband in seconds. Intercept helps create safer environments for people who live or work inside correctional facilities and other high security venues.

Patented technology, compact size, ease of operation, training and service, and data management features make Intercept the x-ray scanning system of choice for law enforcement, corrections, and security professionals.

- Detects metallic and nonmetallic threats concealed under clothing and within body cavities in 3.8 seconds.
- Ultra-low dose x-ray scanning safely creates sharp, clear images.
- Deployed in local, state and federal correctional facilities in nearly all 50 states and internationally.
- U.S. local, state and federal funding available through several federal grant programs.
- The only x-ray body scanning system for law enforcement made in the USA.

Scientifically Proven Safe

Intercept meets the highest safety standards for both operators and subjects. It operates with ultra-low amounts of radiation, as low as 1% of the dose used in medical x-ray exams. Intercept meets federal standards for body scanner radiation safety established by the American National Standards Institute (ANSI N43-17).

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Additional Intercept safety features:

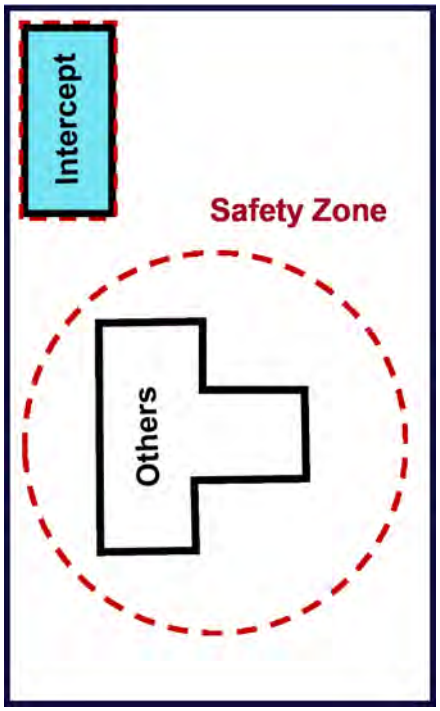
- Multiple scan techniques provide choice and flexibility for specific scanning and security requirements.
- A three- by six-foot exclusion or safety zone – equal to the Intercept footprint – where operators and staff are prohibited during scanning for radiation safety. Intercept has the smallest operational footprint in the industry.
- TekNet, a secure database management tool for digital storage of subject information, scanning records and up to 100 million images. It documents the annual radiation exposure for each subject in compliance with ANSI N43-17.

Breakthrough Technology: Clear, Distortion-free Images
Intercept's patented technology renders the highest quality scans with minimal radiation and image distortion. Intercept looks through the body horizontally, the shortest path, with a mobile scanning beam that starts below the feet and moves vertically above the head. The required beam length is about 11 inches for most subjects, nearly half the length of stationary, fixed-angle beam scanners.

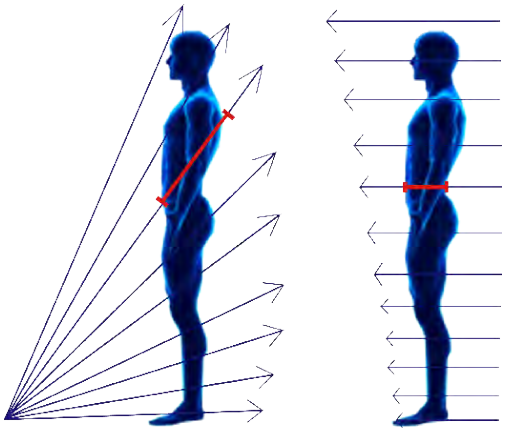
- Three scan filters – high resolution, three-dimensional and detail – provide analytical tools for identifying anomalies and minimizing false positives.
- An optional Mask Setting blurs faces and genitals to protect privacy in accordance with the U.S. Prison Rape Elimination Act.

Superior Design Makes Scanning Fast, Simple
Superior design combines advanced scanning technology with ease of operation for quick scanning, which is essential in high-risk environments.

- Subjects simply stand still during scans (unlike other scanners with moving platforms), which is critical if individuals are uncooperative or impaired.
- Intercept scans can be completed in less than four



Intercept uses far less operational space than any other x-ray body scanning system.



Others **Tek84 Intercept**

All x-ray images degrade as they pass through body tissue. The thicker the subject, the lower the quality of the resulting image. Intercept looks through the body horizontally, the shortest path, a tissue thickness of about 11 inches versus 16 inches for other systems.

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seconds, more than three times faster than some conventional scanners.

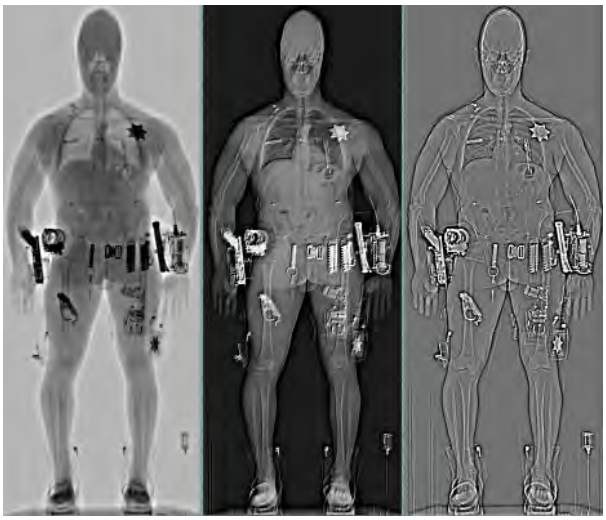
- Intuitive touch-screen technology makes Intercept easy to operate.
- Smart technology automatically notifies the operator when a subject is out of position.

Certified Training and Unmatched 24/7 Service
Tek84 partners with law enforcement to ensure professional and continual operation of Intercept. Operator training is critical after the initial installation, for future employees, and annual recertification. Only Tek84 provides hands-on, on-site training with AART-certified radiology professionals.

- Our experts provide onsite training on system operation, radiation safety, and image interpretation.
- Affordable online simulator training using real-life contraband images complements initial instruction and provides essential training to new employees and required annual safety qualification.
- 24/7 customer service hotline plus full-time service technicians who work exclusively on body scanners.
- Tek84 provides expert witness testimony on legal issues such as radiation safety and image interpretation.

Easy Installation and Relocation
Intercept has the smallest footprint (3 x 6 feet) in the industry, which provides more location options in the tight confines of most jails and prisons.

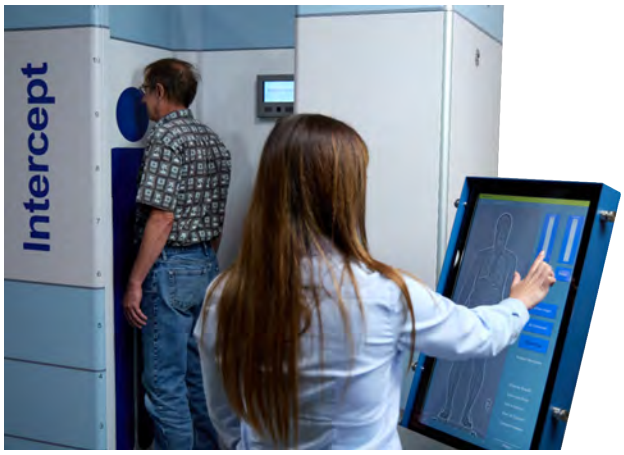
- Intercept ships nearly fully assembled in two crates.
- Its compact size enables Intercept to be rolled through standard door frames.
- Complete installation with a single technician in less than two hours.
- Standard electrical outlets suffice, no special power needs.



HiRes 3D Detail

Three different and unique scanning filters at 8 uSv provide the best opportunity for contraband detection.

Multiple exposure settings up to 8 uSv provide flexibility while complying with ANSI requirements.



Intuitive touch screen on a 27" Industrial grade monitor.

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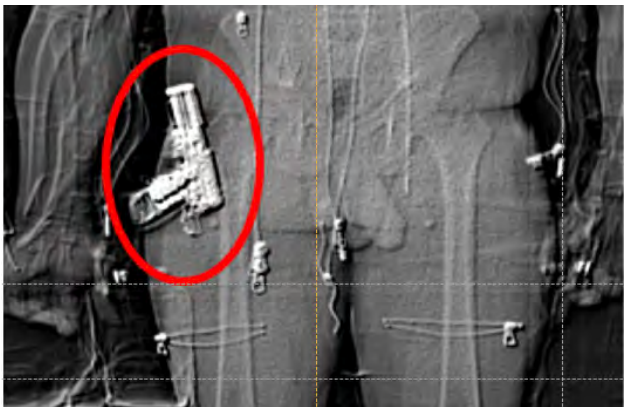
Optional Features for Added Value

- **Photo Matching for Evidentiary Proof.** Intercept's built-in camera enables the creation of encrypted files matching subject photos with their scanned image.
- **Networking Software.** Intercept Manager™ offers remote viewing and management that is essential for institutions deploying multiple body scanners.
- **Thermal Scanner for Health Protection.** FDA-approved thermal scanner measures and records the temperature of each subject, providing an early indication of COVID-19 and other infections.
- **Random Zero-Dose Scan Feature.** Minimizes radiation exposure for frequently scanned subjects while providing an effective contraband deterrent. Flexible settings enable application to 10%-50% of scans.
- **Software Available in English and Spanish.**

Tek84 Listens. Our state-of-the-art technology and constant improvements, including free software upgrades, create a dynamic product that offers the best value proposition in security full body scanning today…and tomorrow.



The superior image quality of Tek84 Intercept makes anomalies "pop out" on scans for faster, easier detection.

An actual seizure from a U.S. jail during a routine scan during booking showed a dark anomaly in the rectum that turned out to be two balloons containing cannabis gummies and sleeping pills.

Specifications

Physical

Footprint:	34" x 72" (86 x 183 cm)
Height:	90" (211 cm) fully assembled 79" (201 cm) top removed for transport
Weight:	720 lbs. (328 kg)
Electrical Power:	100/120/230 VAC, 50/60 Hz, 800 watt Tolerant of poorly regulated power

Environmental

Operating:	32-120 degrees F (0-50 degrees C)
Humidity:	Less than 95%, noncondensing

Scan Time

0.25-2.0 uSv	3.8 seconds
4.0 uSv	8 seconds
8.0 uSv	16 seconds

Radiation Safety

Dose:	General-use 0.25 uSv (25 uRem) per scan, suitable for daily screening; limited-use: up to 8.0 uSv (800 uRem) per scan, suitable for weekly screening; effective dose to subject measured in accordance with ANSI/HPS N43-17-2009
Leakage:	Inspection zone is the scanner footprint; <20 uGy (2 mR) in any 1 hour
Standards:	Complies with ANSI/HPS N43-17-2009 (Body Scanner Radiation Safety); Complies with ANSI/IEEE N42.47-2010

Intercept is protected under U.S. patents:10, 481,295, 10,705,244 and 10,705,245. International and other U.S. patents are pending.

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Quote

January 29, 2024

Deanna Williams
Lumpkin County Sheriff's Office
385 E Main St
Dahlonega, GA 30533
706-482-2667
deanna.williams@lumpkincounty.gov

QUO 2022-08-26 R2

Please see the quotation below for the Tek84 Intercept Body Scanner. The scanner includes all that is listed below as well as (1) built in camera to include a photo of the subject with each scan (2) Your agency's logo on the scanner as well as on each scan report. (3) Training by a medical professional on the use of the product, required radiation training and expert training on reading the scan results. (4) A one-time grab or your JMS database to upload the current list of subjects currently and previously in your facility.

Qty	Part Number	Description	Net Each	Ext Price
1	SSD-017-1102	Tek84 Intercept Whole Body Security Scanning System	$ 139,000.00	$ 139,000.00
				$ -
		High Strength Aluminum Unibody Frame. 106Kv Monoblock Oil		$ -
		Cooled Generator. 34" X 72" X 90" (79" top removed) foot print.		$ -
		4 Second Scan Time. Variable Scanning Dosage from 0.25 uSv to		$ -
		2.0 uSv		$ -
				$ -
		Tethered Ethernet Connected Work Station with 27" Vertically		$ -
		Mounted Touch Screen Monitor. PC with Win OS and (2) 1 TB		$ -
		HDD. RAID. 1 million image storage capacity. Transportable on		$ -
		Built in Heavy Duty Caster System. Corner Mounting Feet. 16		$ -
		million Grey Scale Levels. 110 V/60hz. 1Kva		$ -
1	INT-Training	2.5 days Formal, classroom, on-site	Included	
1	INT-WARRANTY	Initial One (1) Year Parts and Labor on Entire System from Time of Delivery	Included	
1	INT-Shipping	Freight from San Diego, CA to Dahlonega, GA 30533	$ 3,500.00	$ 3,500.00
		Options:		
0	SSD-020-1000	TekNet w/ VM Support 20TB storage to track accumulative dosage. Includes rack mounted server. (up to 20 Intercepts)	$ 12,390.00	$ -
0	SSD-017-9912	Per Intercept TekNet connection	included	
0	SSD-017-9922	Intercept Manager Software Application	$ 1,500.00	$ -
0	SSD-017-9923	Intercept Manager software with JMS integration	$ 3,000.00	$ -
0		Interecept Manager Application Annual License fee (year 2-5)	$ 500.00	$ -
1	INT-PN 13282	Bundled ICI Thermal Scanner - For Temperature Scanning	$ 20,000.00	$ 20,000.00
0	SSD-017-9930	Desktop PC to install Intercept Manager software	$ 3,875.00	$ -
0	SSD-017-9706	Wall mounted touchscreen monitor	$ 2,500.00	$ -
0	INT-EXT-WAR	Years of Additional Warranty Starting Month 13**	$ 7,500.00	$ -
0	INT-13589	Long power cable	as needed	
		Total		**$ 162,500.00**

**additional years of warranty are $7500/yr only if purchased at the time of initial purchase

By execution of this agreement, by an authorized signature, the customer agrees to purchase the products specified subject to the terms and conditions set forth in the agreement and subject to Tek84 and conditions available at www.Tek84.com.

This quote will expire on: 03/29/24
Delivered-at-place: Dahlonega, GA 30533
Terms: Net 30
Taxes: Circle one Exemption certificate attached Tax rate provided here:
*if taxes apply, please request updated quote

Accepted By:

Printed Name and Title:_____

Authorized Signature_____

Date_____

Prepared by:

Margo McNeely, Regional Sales Manager

1/29/2024

GENERAL TERMS AND CONDITIONS
CONTINENTAL USA

Last Updated: 1/29/2024GA

1. **Definitions**. As used in these General Terms and Conditions:

   a. "Buyer" means the person or entity that placed the Order for Products and/or Services or on whose behalf the Order is placed.

   b. "Order" means a purchase order, countersigned quote, or similar written document signed by both the Buyer and Seller providing for the purchase of Products. Unless otherwise provided, electronic copies of the Order will have the same effect, force, and validity as the written document of the Order and may be reasonably relied upon by the Parties in lieu of the written document.

   c. "Party means the Buyer or Seller.

   d. "Parties" means the Buyer and Seller.

   e. "Products" means the Seller's product(s) identified in the applicable Order.

   f. "Purchase Agreement" means the written agreement between Buyer and Seller for the purchase of Products and/or Services, which shall consist of these General Terms and Conditions; the applicable Order, and any other applicable written document(s) mutually agreed upon and signed by all Parties. Unless otherwise provided, electronic copies of the Purchase Agreement will have the same effect, force and validity as the written document(s) of the Purchase Agreement and may be reasonably relied upon by the Parties in lieu of the written document(s).

   g. "Purchase Price" means the price payable to Seller by Buyer for Products and/or Services provided in an Order.

   h. "Seller" means Tek84 Inc., a Delaware corporation, including any division or subsidiary thereof.

   i. "Services" means the Seller's services identified in the applicable Order.

2. **Agreement; Inconsistent Terms**. Seller and Buyer agree that all purchases for Products and/or Services by Buyer from Seller will be governed by this Purchase Agreement. In the event of a conflict between these General Terms and Conditions and an Order, or in the event no written or formal Order is issued for the applicable Products and/or Services, the terms of these General Terms and Conditions shall control unless otherwise expressly agreed to in writing by Seller and Buyer. Buyer's acceptance of Products and/or Services shall be deemed Buyer's assent to all of the terms of these General Terms and Conditions even if no written or formal Order is issued by Buyer, unless otherwise provided in writing. For the avoidance of doubt, Seller shall not be bound by the provisions of any other document or instrument from Buyer, unless signed by an officer of Seller.

3. **Ordering Procedure**. Each Order shall specify, if applicable: (a) the description and quantity of Products or Services being ordered; (b) requested location for delivery of Products or Services (the "Delivery Location"); (c) the Purchase Price; and (d) the Buyer's mailing address to which the applicable invoice shall be rendered for payment.

4. **Receipt and Acceptance of Order by Seller**. Seller's corporate office in San Diego, California will have the final authority with respect to the acceptance of any Order. If an Order is accepted, Seller shall confirm its acceptance of such Order to Buyer in writing. No Order shall be deemed accepted by Seller until Seller has accepted such Order in writing

5. **No Termination or Delay by Buyer**. After an Order has been duly signed by all of the Parties, Buyer may not terminate or unreasonably delay any delivery of Products and/or Services provided for in said Order without Seller's written consent.

6. **Shipment; Passage of Title; Risk of Loss**. Unless otherwise provided in writing on an Order: (l) For an Order that indicates shipping will be included in the Purchase Price, Products will be shipped Delivered at Place (DAP), with Passage of Title and Risk of Loss passing from Seller to Buyer upon delivery of Products at the Buyer's place in accordance to Incoterms 2020; (2) Otherwise, Products will be delivered EXW Factory in accordance to Incoterms 2020. In any event, Seller shall not be responsible for shipping and transportation delays.

7. **Return of Products**. Products may not be returned by Buyer without Seller's prior written permission.

8. **Payment Terms**. Buyer shall pay the Purchase Price for Products and/or Services purchased hereunder as specified in Seller's invoice, which shall be consistent with the relevant Order. Seller will invoice Buyer for Products upon departure from the Sellers's manufacturing location. Unless otherwise set forth in Seller's invoice, Buyer shall pay the invoice in full in each case no later than thirty (30) days from the date of invoice. All payments will be made in U.S. dollars. Interest at the rate of one and one-half percent (1.5%) per month or the maximum rate allowed by applicable law, whichever is lower, may be charged on past due Buyer accounts commencing after the last day of the first calendar month following the date of such invoice. Seller may suspend, credit, refuse shipment, or cancel any unfilled Order without any liability to Buyer in the event that Seller believes Buyer's credit is impaired. Seller may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants.

9. **Taxes**. Unless otherwise provided for in an Order, prices do not include taxes. Buyer shall pay Seller, in addition to the price of any Products and/or Services purchased hereunder, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of Products and/or Services ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.

10. **Registrations; Permits; Licenses**. Buyer shall obtain and maintain all registrations, licenses, permits and approvals required to operate Products in accordance with ANSI/HPS N43-17-2009 and all Local, State and Federal regulations. Seller agrees to assist Buyer in managing these regulatory requirements.

11. **Institutional Protocols Completed Before Operator Training**. Seller will not be obligated to schedule training classes on using Products until Buyer completes all institutional protocols, procedures, and approvals required for such use.

12. **Security Interest**. Buyer hereby grants to Seller a security interest in Products, including insurance proceeds, to secure payment of all amounts due under the Purchase Agreement until such amounts are paid by Buyer in full.

13. **Warranty and Support**.

    a. Initial Warranty and Support. Unless otherwise provided in the Purchase Agreement, Initial Warranty and Support is included in the Purchase Price. Seller will provide Initial Warranty and Support beginning on the installation date and expiring at the date provided on the applicable order or signed quote. If no date is provided, then expiration is one year from installation date.

    b. Initial Warranty and Support includes: (i) installation. (ii) initial operator training, (iii) 24-7 technical phone support (iv) on-site repair during normal working hours; (v) replacement parts; (vi) labor expenses; (vii) travel expenses and (viii) annual preventative maintenance inspection including radiation survey.

    c. Continuing Warranty and Support. Buyer may purchase Continuing Warranty and Support Services from Seller prior to the expiration of the Initial Warranty and Support.

    d. Excluded Repairs. The foregoing Initial and Continuing Warranty and Support shall not apply to any Products or parts of Products which have been (a) repaired or altered by any party other than authorized by Seller, (b) subjected to misuse, negligence, or accident, including, without limitation, physical damage to the outer enclosure, internal damage by physical breaching of the outer enclosure, dropping or overturning the apparatus, damage to the touchscreen monitor, acts of God, such as earthquake, flood, building collapse and vermin infestation, damage by unauthorized service personnel, or intentional or other gross damage outside the scope of normal operation, or (c) used in a manner or in an application other than that recommended by Seller.

    e. T&M Priced Services. For any Products not covered under either Initial or Continuing Warranty and Support, Buyer may purchase such on-going services from Seller under Time and Materials pricing.

    f. Buyer's Right to Reject Products for Noncompliance. Buyer shall notify Seller in writing within seven (7) calendar days after completion of installation and training of any Products not performing as indicated in Seller's brochures or other advertising materials. Buyer's notice shall provide specific details and examples of cited discrepancies. Upon such written notice, Seller shall attempt to rectify the cited discrepancies to the satisfaction of the Buyer within thirty (30) calendar days. Within seven (7) calendar days afterward, Buyer, acting in good faith, may reject the Products for noncompliance by notifying Seller in writing. Upon such notice of noncompliance: Seller will promptly remove said Products from Buyer's facility; assume Title and Risk of Loss to said Products upon departure from said Buyer's

facility; cancel the applicable Order and all obligation for Buyer to pay the Purchase Price; and invoice Buyer for actual shipment cost incurred by Seller to install and de-install the Products. Buyer agrees to pay the shipment cost invoice to Seller within 30 days, thereby terminating any and all obligation of the Parties with respect to the other in conjunction with the Order.

g. Buyer's Limited Remedy for Warranty Breach. Except as provided herein for warranty and support, Seller hereby expressly disclaims any implied warranties of merchantability and/or fitness for a particular purpose. Seller makes no other warranties, express or implied. Unless provided herein, Buyer's sole and exclusive remedy for Sellers's breach of the Warranties describe in this section shall be limited to (A) with respect to Products, repair or replacement of defective Products or Product parts reported to Seller within thirty days of Seller's delivery, and/or (B) with respect to Services, correction of any defects in Services provided by Seller and reported to Seller within sixty (60) days after completion of such service.

14. Limitation of Liability; Commencement of Actions. Notwithstanding anything to the contrary stated in the Purchase Agreement, in no event shall Seller or its subcontractors be liable for any loss, damage, cost of repairs, or incidental, indirect, punitive or consequential damages of any kind, even if Seller has been advised of the possibility of such damages, including, but not limited to, loss of use of facilities and equipment or loss of profit, for any reason, whether based upon any warranty, or whether arising in contract, tort, negligence or strict liability or otherwise arising in connection with the design, manufacture, sale, use or repair of products and/or services sold hereunder, nor shall Seller or its subcontractors be liable to indemnify Buyer and/or its subcontractors for any claims for any such consequential, incidental, indirect, or punitive damages. Further, in no event will Seller's liability to Buyer exceed the Purchase Price for the specific Products and/or Services giving rise to Buyer's action. Any action, regardless of form, arising out of the Purchase Agreement must be commenced by Buyer within one (l) year after the cause of action has accrued, or two (2) years from the date of shipment or completion of Services, whichever expires first.

15. Waiver of Claim from Criminal or Terrorist Acts. Seller's Products and Services are generally directed at the prevention of criminal and terrorist acts by third parties. Buyer acknowledge and agrees that all such acts cannot be prevented by using Seller's Products and Services. Seller and Buyer each agree to waive all claims against the other, including officers, employees, and other representatives, resulting from or related to criminal or terrorist activity

16. Buyer's Indemnification Obligations. Buyer acknowledges that Buyer is solely responsible for use of Products and that no aspect of Buyer's use of Products is at the direction of Seller. Buyer will indemnify, defend and hold Seller and its officers, agents, directors, and employees (each an "indemnified party") harmless against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of any kind, including, without limitation, reasonable attorneys' fees, that are awarded against any indemnified party, arising out of or related to any third-party claim made in connection with Buyer's use of Products.

17. Default; Remedies; Termination. It shall be an event of default ("Default") if any of the Parties shall:

a. fail or refuse to pay when due any monies payable under the terms of the Purchase Agreement and continue such failure or refusal for ten (10) days after the payment due date; or

b. (b) fail or refuse to comply with any other term, provision or covenant contained in the Purchase Agreement and such failure shall not be cured within thirty (30) days after written notice is provided by the non-defaulting party (to the extent such failure or refusal shall be curable); or

c. (c) (i) make an assignment for the benefit of creditors, (ii) file a petition under any applicable law or statute relating to the bankruptcy or insolvency or be adjudged as bankrupt or insolvent in proceedings filed against it under any such law, or (iii) suffer the appointment of a receiver or trustee for all or substantially all of its assets, except an involuntary appointment removed within sixty (60) days after appointment. Upon the occurrence of a Default, the non-defaulting party shall have, in addition to any other rights or remedies available to the non-defaulting party pursuant to the terms of the Purchase Agreement, the right to terminate the Purchase Agreement upon giving written notice of such termination to the defaulting party, which shall be effective immediately upon delivery to the defaulting party. Upon expiration or termination of the Purchase Agreement for any reason, the parties shall abide by and uphold any rights or obligations accrued or existing under the Purchase Agreement on the date of such expiration or termination. The parties agree to continue to cooperate with each other in good faith to carry out an orderly conclusion of their relationship.

18. Force Majeure. In the event either party is prevented by Force Majeure from performing any of its obligations under the Purchase Agreement, other than its payment obligations hereunder, such party shall give notice in writing to the other party with full particulars of such Force Majeure as soon as practicable after the occurrence of the Force Majeure event.

Neither Party shall be liable to the other for the failure of performance of any obligation under this Agreement, except as specifically set forth herein, if the failure of performance of said obligation is undisputedly related to a Force Majeure Event as hereinafter defined. The affected Party shall inform the other Party in writing immediately upon the occurrence of, or immediately upon becoming aware of the occurrence of, such a Force Majeure event. Without prejudice to the generality of the foregoing, the following events shall for purposes of this Agreement be considered within the meaning of the term "Force Majeure Event': acts of God, acts of nature, acts of Governments in their sovereign capacity, acts of terrorism, war and/or war measures, fire, floods, casualties, strikes, pandemics (other than COVID-19), labor disturbances, shortage of natural materials or fuel, or any other unforeseen, impacting events which are beyond the reasonable control of the affected Party.

It is understood and agreed between the Parties hereto that the rights and obligations of the Parties shall be deemed to be in suspension during the continuance of the Force Majeure Event, as aforesaid, and the said rights and obligations shall automatically revive upon the cessation of the intervening Force Majeure Event.

If for any reason any licenses, authorizations or approvals are denied or revoked, or if there is a change in any such applicable laws, regulations, or requirements that would prohibit Seller from fulfilling the Purchase Agreement, or would in the reasonable judgment of Seller otherwise expose Seller to a risk of liability under applicable laws, regulations, orders or requirements, Seller shall be relieved without liability of all obligations under the Purchase Agreement. Failure by Seller to deliver any one or more of the installment in accordance with their terms shall not entitle Buyer to terminate the whole Purchase Agreement or treat it as repudiated.

The period for which the rights and obligations of the Parties shall be in suspension due to occurrence of a Force Majeure Event shall not be considered as a delay with respect to the period of delivery and/or acceptance of delivery under a contract or otherwise to the detriment of either Party.

19. **Seller's Intellectual Property Rights; Confidentiality**. All design and detail drawings, data, material lists, tooling, equipment, procedures, engineering changes, inventions, trade secrets, copyrights , mask works, source code, object code, patents, patent applications, know-how, computer and/or product software and all parts thereof, trademarks and all other information, technical or otherwise, which was developed, made or supplied by or for Seller in the production of Products and/or Services sold hereunder will be and will remain the sole and exclusive property of Seller (or its licensors, if any). Buyer agrees not to reverse engineer any Products and/or Services purchased hereunder.

    Buyer agrees to treat all information, including, without limitation, all proprietary information, provided by Seller hereunder as confidential ("Confidential Information") and shall not make use of Confidential Information for purposes other than those contemplated by the Purchase Agreement, and shall not make Confidential Information available to third parties other than as required to carry out the installation and use of Products and/or Services.

20. **Export Regulations**. Buyer agrees to comply fully with all laws and regulations concerning the export of any Products from the United States.

21. **Entirety or Purchase Agreement; Amendment**. The Purchase Agreement, including these General Terms and Conditions and any applicable document signed by all of the Parties, embody the entire agreement between the parties regarding the subject matter hereof and supersedes any other agreements and arrangements, whether in written oral form, regarding the subject matter hereof. Except as otherwise provided in the Purchase Agreement, the Purchase Agreement may not be amended, extended or supplemented in any manner whatsoever except by the express written agreement executed by duly authorized corporate officers of both parties.

22. **Notices**. Any notice, agreement, or other communication required to be given under the Purchase Agreement shall be in writing and either personally delivered, delivered by certified U.S. mail (return receipt requested), postage prepaid, or delivered by overnight delivery by a nationally recognized courier, addressed to the Parties at their addresses indicated in the Purchase Agreement or to such other addresses as maybe furnished in writing by either party to the other. Each notice or communication shall be deemed to have been received three (3) business days after the same was deposited in certified mail, or, if delivered in person via an internationally recognized overnight delivery carrier, as of the date so delivered. Notwithstanding the foregoing, Orders and other ordinary course of business communications may be sent by email or mail to the address identified by the parties from time to time, or by first class mail, postage prepaid.

23. **Severability**. In the event that one or more of the provisions of the Purchase Agreement is declared or held invalid, illegal or unenforceable by a court of competent jurisdiction, such provision(s) shall be interpreted as modified so as to be enforceable to the maximum extent permitted by law, and all other provisions hereof shall be given effect separately therefrom and shall not be affected thereby.

24. **No Waiver**. No waiver by either Party of any provision of the Purchase Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

25. **Authority**. Each Party represents and warrants that (a) it is duly organized, validly existing and in good standing under the laws of the state of its organization, and has full power and authority to enter into and perform its obligations under the Purchase Agreement, (b) it agrees to be bound by the Purchase Agreement, and (c) the person executing the Purchase Agreement on behalf of such Party has been properly authorized and empowered to enter into the Purchase Agreement.

26. **Headings not Controlling**. The headings used in the Purchase Agreement are for reference purposes only and shall not be deemed part of the Purchase Agreement.

27. **Successors and Assigns**. The Purchase Agreement shall be binding upon and inure to the benefit of the Parties hereto and respective successors and permitted assigns. The Purchase Agreement is not assignable by either Party without the prior written consent of the other Party hereto, which shall not be unreasonably withheld, except that Seller may assign the Purchase Agreement to any person or entity (a) that is a parent, subsidiary or filiate of Seller, (b) that acquires a controlling interest in the stock of Seller, (c) with which Seller merges or consolidates, or (d) to which Seller transfers all or substantially all of its assets.

28. **Attorney Consultation**. Each Party represents that it has had an opportunity to consult with independent legal counsel prior to signing the Purchase Agreement.

29. **Counterparts**. The Purchase Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

    Electronic signature pages shall be deemed as sufficient evidence of a party's consent and agreement to the terms of the Purchase Agreement.

30. **No Partnership or Joint Venture Created**. Seller is an independent contractor to Buyer. The Purchase Agreement does not create a partnership, joint venture, or any form of association, for employment, tax purposes or otherwise.

31. **Choice of Law; Arbitration**. The Purchase Agreement shall be governed by the laws of the state of Georgia. The Parties agree that all disputes and/or causes of action under the Purchase Agreement shall be resolved by binding arbitration by a single arbitrator from the San Diego office of the American Arbitration Association ("AAA") in accordance with the AAA's rules of Arbitration.

32. **U.N. Convention**. Pursuant to Article 6 of the United Nations Convention on Contracts for the International Sale of Goods (the "UN Convention"), the parties agree that the UN Convention shall not apply to the Purchase Agreement.

Lumpkin County, Georgia

Special Projects

Date:	February 20, 2024
Agenda Item:	2024-012 Contract Amendment with CivicPlus for Website Services *(Special Projects Director Ashley Peck)*
Item Description:	Contract Amendment with CivicPlus for Website Services
Facts & Historical Information:	The Board approved the contract renewal for CivicPlus website services in September of 2023. CivicPlus has requested an amendment to the contract. The initial annual cost of the contract was $13,100.92 and CivicPlus offered a discount for the initial year of $12,549.99. The contract that was approved in September of 2023 only has the initial price of $12,549.99. CivicPlus would like to add the next year annual cost to the contract which is $13,100.92. This is the only change to the contract. The term is still 1 year with an automatic renewal of 1 year. There is no change to the cost of this service.
Potential Courses Of Action:	A. Approve the contract with CivicPlus for website services. This will allow us to maintain our current site and current operations utilizing the website. B. Do not approve the contract with CivicPlus for website services. This could result in website services being cancelled and will negatively impact operations until a new vendor and website can be built and launched. C. Approve the contract, but request modifications.
Budget Impact:	This will have no impact to the budget as the cost of the service has not changed.
Staff Recommendation:	Approve the Contract Amendment with CivicPlus for Website Services.

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #: Q-42266-1
Date: 4/26/2023 12:59 PM
Customer: LUMPKIN COUNTY, GEORGIA

QTY	Product Name	DESCRIPTION
1.00	CivicPlus GCMS All-Inclusive	Website Annual Fees for Hosting and Support.
1.00	ADFS Annual Fee Renewal	ADFS Annual Fee Renewal
1.00	AudioEye Ally Renewal Pop < 40,000	AudioEye Managed: https://www.lumpkincounty.gov
1.00	SSL Certificate Annual Fee	SSL Certificate Annual Fee: https://www.lumpkincounty.gov
1.00	Ultimate Department Header Annual Fee - CivicEngage Renewal	Ultimate Department Header Annual Fee: Planning & Development
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	48 Month Redesign Ultimate Annual - CivicEngage Central	48 Month Redesign Ultimate Annual - CivicEngage Central
2.00	Premium Department Header Annual Fee - CivicEngage	Premium Department Header Annual Fee: Parks & Recreation, Sheriff

Annual Recurring Services - Initial Term	USD 12,549.99
Annual Recurring Services - (Subject to Uplift)	USD 13,100.92

1. This renewal Statement of Work ("SOW") is between Lumpkin County Government (“Customer”) and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement (“MSA”) and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the “Terms and Conditions”). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the “Agreement”). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the “Services”).

2. This SOW shall remain in effect for an initial term starting at the Customer’s next renewal date of 9/10/2023 and running for twelve months (“Initial Term”). In the event that neither party gives 60 days’ notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms (“Renewal Term”). The Initial Term and all Renewal Terms are collectively referred to as the “Term”.

3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase of 5% each Renewal Term.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client	CivicPlus
By:	By:
_____	
Name:	Name:
_____	Amy Vikander
Title:	Title:
_____	Senior Vice President of Customer Success
Date:	Date:
_____	_____

Lumpkin County, Georgia

Sheriff

Date: February 20, 2024

Agenda Item: 2024-013 CorrectHealth Inmate Medical Renewal *(Sheriff Stacy Jarrard)*

Item Description: Renewal of the contract for inmate medical services.

Facts & Historical Information:

Lumpkin County entered in to a contract with Correct Health in December of 2010 to provide care for inmates. This contract has been renewed annually since that time. There has been a good working relationship with any issues that have arisen have been resolved with cooperation between both involved parties. Healthcare cost have continued to increase due to shortage in healthcare labor and overall inflation. For the current renewal, they are proposing an increase of 2.65% to $406,625.64 for the base annual compensation. Staff recommends renewing the contract with Correct Health.

Contract Terms: This is a renewal from previous years with term commencing April 1, 2024 and ending March 31, 2025. Annual base rate will be $406,625.64 with monthly payments of $33,885.47. This rate is based on population of 120 any amount exceeding that will be adjusted accordingly.

Potential Courses Of Action:

A. The Board could renew the contract with Correct Health. The county has an established relationship with this company and they provide a necessary service while trying to help keep the cost of inmate medical care in check.

B. The Board could choose to not renew the contract with Correct Health and direct this service be placed out for bid. This course of action means Correct Health will cease to provide services as of March 31,2024 and the new provider would have to be in place by this date.

Budget Impact: The operating budget for 2024 is $450,000 while this proposed contract falls under this amount at $406,625.64 for the base rate covering 120 inmates. Additional cost that may arise will fall under the per diem compensation. This additional cost could be covered by inmate funds.

Staff Recommendation:

The recommendation of Sheriff Office staff is to grant the proposed contract with Correct Health and continue the relationship we have built over the years while providing healthcare to inmates.

SECOND RENEWAL OF
HEALTH SERVICES AGREEMENT BETWEEN LUMPKIN COUNTY, GEORGIA
AND
CORRECTHEALTH LUMPKIN, LLC

THIS SECOND RENEWAL OF HEALTH SERVICES AGREEMENT by and between LUMPKIN COUNTY, GEORGIA (hereinafter referred to as "County") and CORRECTHEALTH LUMPKIN, LLC (hereinafter referred to as "Company") is entered into to be effective April 1, 2024, as follows:

WHEREAS, the Company and County originally entered into a Health Services Agreement (the "Original Agreement") on April 1, 2022, for the provision of healthcare services to inmates in physical custody at the Lumpkin County Detention Center, for a one-year term ending March 31, 2023. The Company and the County entered into an Amendment Health Services Agreement (the "First Renewal") effective April 1, 2023, for an additional one-year term ending March 31, 2024 (the Original Agreement and the First Renewal shall hereinafter be referred to collectively as the "Agreement"); and

WHEREAS, the Agreement is renewable under like terms for additional years, subject to negotiation for the service component and agreed-upon compensation adjustments; and

WHEREAS, the parties have agreed to renew for an additional one (1) year term on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in the Agreement and herein, the Company and the County agree to renew and amend the Agreement as follows:

ARTICLE VI: TERM AND TERMINATION OF AGREEMENT

6.1 Term. The Agreement is renewed for a term commencing April 1, 2024, and ending March 31, 2025. This Agreement is renewable under like terms for additional years, subject to negotiation of the service component and agreed-upon compensation adjustments, unless either party delivers written notice of non-renewal to the other party at least sixty (60) days prior to the expiration of the then-existing term.

ARTICLE VII: COMPENSATION

7.1 Base Compensation & Per Diem Compensation. COUNTY will pay COMPANY an annualized base of $406,625.64. Payments will be made monthly in the amount of $33,885.47. This compensation is based on a maximum inmate population of 120 at the JAIL.

COMPANY will invoice the COUNTY for base compensation monthly on the 15th day of the month after to the month of service. The invoice will reconcile actual labor utilization for the prior month. COUNTY agrees to pay COMPANY by the tenth day of the following month. Per diem adjustments for census variations will also be invoiced or credited on the invoice. In the event this agreement should terminate on a date other than the end of a calendar month, compensation to COMPANY will be prorated accordingly for the shortened month.

All other terms and conditions of the Agreement shall remain the same.

In witness whereof, the parties have executed this Second Renewal on the respective dates under each signature.

LUMPKIN COUNTY, GEORGIA ("COUNTY")

By:_____
Title: Chairman
Print Name: Chris Dockery
Date: _____

CORRECTHEALTH LUMPKIN, LLC ("COMPANY")

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

Lumpkin County, Georgia

Emergency Services

Date:	February 20, 2024
Agenda Item:	2024-014 FY 2023 Assistance to Firefighters Grant Program
Item Description:	The FY-2023 AFG Program Funding Opportunity Announcement was recently issued by the US Department of Homeland Security (DHS).
Facts & Historical Information:	Since 2001, the objective of the AFG program is to award grants directly to eligible entities for critical needed resources to protect the public, to train emergency personnel, and to foster interoperability and support community resilience. The purpose of the AFG program is to enhance through direct financial assistance the health and safety of the public and firefighting personnel and to provide a continuum of support for emergency responders regarding fire, medical, and all hazardous events. Lumpkin County Emergency Services would like to prepare an AFG application in an effort to obtain much needed ambulance patient loading equipment and a fire engine for its personnel, for their safety and so they may continue to provide the best service possible. Current projections suggest the cost of the desired equipment is approximately $876,716.19.
Potential Courses Of Action:	A. Develop and submit an AFG application for funding assistance, utilizing FY 2014 SPLOST funds to cover the cost match. B. Take no action.
Budget Impact:	Should the county receive an AFG award, it will be responsible for providing a cash match of 10% of the grant award amount. Current projections suggest the County's match portion would be approximately $87,671.62. It would be the County's intent to utilize a portion of the FY-2014 SPLOST funds to meet the match requirement, which can be used for vehicles and equipment.
Staff Recommendation:	Staff recommends course of action A.

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An official website of the United States government Here's how you know

FEMA

Apply for Assistance

Assistance to Firefighters Grants Program

Assistance to Firefighters Grants

English

The primary goal of the Assistance to Firefighters Grant (AFG) is to meet the firefighting and emergency response needs of fire departments and non-affiliated emergency medical service organizations.

Since 2001, AFG has helped firefighters and other first responders obtain critically needed equipment, protective gear, emergency vehicles, training and other resources necessary for protecting the public and emergency personnel from fire and related hazards.

FY 2023 AFGP Update

The FY 2023 AFG application period is OPEN through Mar. 8, 2024, at 5 p.m. ET.

The FY 2023 Assistance to Firefighters Grant (AFG) Notice of Funding Opportunity is now available under AFG Documents.

Designed Smart. Built Tough.™

02/05/2024

Lumpkin County Emergency Services

Sales Representative Charges
HME- Ahrens Fox 1871-W
Traditional Pumper
UNIT 23975

Per Apparatus Cost
$605,871.00

The apparatus will be sold with all items included in the specs.

The unit is available for immediate delivery.

Total $605,871.00

70,293.55 5%

634,164.55

Brandon Brackett & Jared Brackett
Owner(s)

Brackett's Fire Equipment – Randall Brackett Fire Truck Repair
HME Ahrens–Fox Dealer - Georgia – Alabama – Tennessee

770-445-1270
office@brackettfire.com
471 Vinson Mountain Loop
Rockmart, Georgia 30153

stryker

Lumpkin County Power Loads 2.5.24

Quote Number:	10863879	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	LUMPKIN COUNTY EMER SVCS	Rep:	Jaime Armbrust
	Attn:	Email:	jaime.armbrust@stryker.com
		Phone Number:	

Quote Date:	02/05/2024
Expiration Date:	03/06/2024
Contract Start:	
Contract End:	

Delivery Address		**Sold To - Shipping**		**Bill To Account**	
Name:	LUMPKIN COUNTY EMER SVCS	Name:	LUMPKIN COUNTY EMER SVCS	Name:	LUMPKIN COUNTY COMMISSIONERS
Account #:	20022825	Account #:	20022825	Account #:	20021769
Address:	57 PINETREE WAY STE A	Address:	57 PINETREE WAY STE A	Address:	99 COURTHOUSE HL STE D
	DAHLONEGA		DAHLONEGA		DAHLONEGA
	Georgia 30533-0834		Georgia 30533-0834		Georgia 30533

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	639005550001	MTS POWER LOAD	PCE	6	$29,548.74	$177,292.41
2.0	6506700001	6506 PWRLD COMPAT UPGRADE KIT	PCE	5	$2,172.60	$10,863.00
3.0	77100003	ProCare Cot Upgrade or Install	PCE	5	$349.00	$1,745.00
					Equipment Total:	$189,900.44

ProCare Products:

#	Product	Description	Months	Qty	Sell Price	Total
4.1	POWERLOAD-PROCARE	Power Load for MTS POWER LOAD *02/06/2024 - 02/05/2027*	36	6	$6,137.10	$36,822.60
					ProCare Total:	$36,822.60

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Freight/Shipping:	$2,373.76
Grand Total:	$229,096.80

5% – 11,454.84
$ 240,551.64

Stryker Medical - Accounts Receivable - accountsreceivable@stryker.com - PO BOX 93308 - Chicago, IL 60673-3308

Lumpkin County, Georgia

Special Projects

Date: February 20, 2024

Agenda Item: Purchase of 2 Cabana X Pavilions - Estimate from Struxure *(Special Projects Director Ashley Peck)*

Item Description: Approval of the estimate from Struxure for the purchase and installation of 2 Cabana X pavilions. The color for the pavilions will need to be decided from the 4 color options available.

Facts & Historical Information: The Lumpkin County Building Committee instructed staff to install 12, 10' x 10' shade structures and 2, 10' x 20' Cabana X pavilions at the new Pinetree Recreation Center. The Board has already approved the 12, 10' x 10' shade structures. The estimate before the Board is for the 2, 10' x 20' Cabana X pavilions. The price to purchase, deliver, and install the two pavilions is $39,046.00. A picture of the Cabana X pavilion is attached for your review.

In addition to the approval of the estimate, the Board will need to decide the color of the pavilions.

Options for colors are: 1) white frame with white louvers
2) white frame with black louvers
3) black frame with white louvers
4) black frame with black louvers

Potential Courses Of Action: A) Approve the estimate with Struxure for the purchase and install of 2, 10' x 20' Cabana X pavilions.
(Please include color option choice)
B) Do not approve the estimate with Struxure for the purchase and install of 2, 10' x 20' Cabana X pavilions.
C) Instruct staff to find another option for cabana/pavilions at the Pinetree Recreation Center.

Budget Impact: The price of the pavilions will come from the projects FF&E budget.

Staff Recommendation: Approve the estimate from Struxure for the purchase of 2 Cabana X pavilions.

ESTIMATE

Cabana of North Georgia
22 Brookwoods Ln
Dahlonega, Ga 30533

pwood1521@gmail.com
706-300-6107

Cabana X

Lumpkin Co BOC

Bill to
Lumpkin Co BOC
99 Courthouse Hill
Dahlonega GA 30533

Estimate details
Estimate no.: 2309
Estimate date: 01/11/2024

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		**Cabana X Core Mod** LCBOC Cabana X Core Mod Black Or White 10x20		2	$19,475.00	$38,950.00
2.		**4.25” x 1/2” Wedge anchors** Red Head 1/2” x 4.25” Concrete Wedge Anchor Zinc Plated		48	$2.00	$96.00
			Total			**$39,046.00**

Note to customer

Cabana X And AMPPP Services Are Able To Take Pictures Of Cabanas For Our Marketing And Advertising. A QR Code Plaque Will Be Placed On Each Unit For Advertising. AMPPP Services Or Cabana X Is Not Responsible For Damages To Piping, Electrical, Or Any Other Utilities Located Under Or In The Slab. Any Accessories Can Be Bought At The Time Of Installation Or After With A 10% Discount. Louvers Can Be Upgraded To Wood Grain At The Price Of $1998 Per Unit. This Price Does Include Delivery And Assembly. Delivery And Installation Is 10 Days Or Less From Receipt Of Full Payment. Also Need A Copy Of Tax Exempt Forms.

Lumpkin County, Georgia

Parks & Recreation

Date:	February 20, 2024
Agenda Item:	Request to Create New Positions for the Pinetree Recreation Center *(Pinetree Recreation Center Manager Jared Ray)*
Item Description:	The Pinetree Recreation Center is scheduled to open in the spring of 2024. The Board has already approved the job descriptions for the Manager and Assistant Manager positions. Additional positions will also be needed for the operation of the Center such as: Lifeguard (this is an updated description from the current one for the position of lifeguard), head lifeguard, front desk attendant, concession worker, concession supervisor and swim instructor. Job descriptions and grades for each of these positions have been developed and approval of each position is requested.
Facts & Historical Information:	These positions are necessary for the operation of the facility. Once approved recruitment of personnel will begin. The pool consultant has assisted with the creation of each job description.
Potential Courses Of Action:	A. Approve the job descriptions and grades as proposed B. Modify the proposed job descriptions C. Take no action
Budget Impact:	Funds for personnel at the Pinetree Recreation Center have been included in the 2024 Budget
Staff Recommendation:	Approve Course of Action A

Lumpkin County, Georgia

JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

Concessions Supervisor

Department: **Pinetree Recreation Center**

Pay Grade: **105**

FLSA Status: **Non-Exempt**

JOB SUMMARY

This part-time position performs duties to oversee operation of the Pinetree Recreation Center Concessions. This position provides direct supervision of the Concessions staff and reports to the Pinetree Recreation Center Manager or Assistant Manager

ESSENTIAL JOB FUNCTIONS

- Supervise and direct team members to maintain cleanliness and organization of the concession stand.
- Ensures that all Health Department regulations and recommended procedures are followed by employees of the Concession Stand.
- Creates a great experience for all guests through positive interactions, quick service, and accurate food prep.
- Take regular food & supplies inventories and communicate with Pinetree Recreation Center Management as items need to be ordered.
- Performs opening duties and closing duties including assisting with daily financial reports, balancing cash drawer, and clean-up of the concession area.
- Sets an example in personal appearance and professionalism. Assists with holding staff accountable to the Pinetree Recreation Center standard.
- Reports to and receives general directions and supervision from the Recreation Facility Assistant Manager.
- Reports all accidents and employee concerns to Recreation Facility Assistant Manager and completes the necessary paperwork.
- Performs other duties as required.

Standards of Conduct while on Duty

- Must be respectful of others; possess cultural awareness and sensitivity and demonstrate a dedication to the position as well as the community.
- Must maintain a friendly and polite demeanor when interacting with all guests.
- Must perform tasks in a neat and timely manner.
- Must be able to report to work on time and ready to work when shift begins.
- Must maintain a neat, clean and acceptable personal appearance. This includes being properly attired in uniform that has been pre-approved by PRC Management.
- Must demonstrate a good work ethic, including a willingness to perform tasks without unnecessary directives.
- Must refrain from any activity that might distract from responsibilities such as:

1. **Fraternizing with patrons and co-workers.**
2. **Talking/texting on personal cell phones or other forms of communication while on duty.**
3. **No sleeping while on duty.**

QUALIFICATIONS

Education and Experience:

- Must be working towards a high school diploma or equivalent;
- One (1) year of related work experience preferred;
- Or equivalent education, and/or experience.

Licenses or Certifications:

- Experience in food handling, food prep, and knowledge of Health Department guidelines.
- ServeSafe® Food Handler or Manager certification desired.
- Experience in leadership or a supervisor role preferred.
- First Aid/CPR Certification preferred.
-

Knowledge, Skills and Abilities:

- Knowledge or food safety, food handling policies, procedures, and health department guidelines.
- Ability to develop an effective working relationship with management, other supervisors, fellow employees, and the general public.
- Skilled in operating cash register.
- Skilled in supervising employees.

PHYSICAL DEMANDS

Must be able to use body to work, move or carry objects or materials. This position requires: walking, standing, bending, stooping, pushing, pulling lifting, fingering, grasping, feeling, seeing, talking, hearing, and repetitive motions.

Must be able to exert up to 100 pounds of force occasionally and up to 50 pounds of force frequently. Physical demand requirements are at levels of those for very heavy work.

WORK ENVIRONMENT

Work is typically performed in a dynamic environment that requires sensitivity to changing goals, priorities, and needs.

Lumpkin County has the right to revise this job description at any time. This description does not represent in any way a contract of employment.

_____ _____

Employee Signature Date

_____ _____

Supervisor (or HR) Signature Date

Equal Opportunity Employer *Lumpkin County, Georgia does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or military service in employment or the provision of services.*

Lumpkin County, Georgia
JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

Concessions Operator

Department: **Pinetree Recreation Center**

Pay Grade: **100**

FLSA Status: **Non-Exempt**

JOB SUMMARY

This part-time position is responsible for cleaning, maintaining, and operating the Pinetree Recreation Center Concession stand and performing additional tasks as assigned.

ESSENTIAL JOB FUNCTIONS

- Maintains cleanliness and organization of the concession stand.
- Ensures that all Health Department regulations and recommended procedures are followed at all times.
- Creates a great experience for all guests through positive interactions, quick service, and accurate food prep.
- Takes regular food & supplies inventories and communicate with Pinetree Recreation Center Management as items need to be ordered.
- Performs opening duties and closing duties, which may include assisting with daily financial reports, balancing cash drawer, and clean-up of the concession area.
- Maintains appropriate, clean, neat personal appearance and professionalism.
- Reports to and receives general directions from the Concessions Stand Supervisor and Pinetree Recreation Center management.
- Reports all accidents and employee concerns to Pinetree Recreation Center supervisor or manager.
- Performs other duties as required.

Standards of Conduct while on Duty

- Must be respectful of others; possess cultural awareness and sensitivity and demonstrate a dedication to the position as well as the community.
- Must maintain a friendly and polite demeanor when interacting with all guests.
- Must perform tasks in a neat and timely manner.
- Must be able to report to work on time and ready to work when shift begins.

- Must maintain a neat, clean and acceptable personal appearance. This includes being properly attired in uniform that has been pre-approved by PRC Management.
- Must demonstrate a good work ethic, including a willingness to perform tasks without unnecessary directives.
- Must refrain from any activity that might distract from responsibilities such as but not limited to:
  1. **Fraternizing with patrons and co-workers.**
  2. **Talking/texting on personal cell phones or other forms of communication while on duty.**
  3. **No sleeping while on duty.**

QUALIFICATIONS

Education and Experience:

- Must be working towards a high school diploma or equivalent;
- One (1) year of related work experience preferred;
- Or equivalent education, and/or experience.

Licenses or Certifications:

- May be required to obtain and maintain food safe certification.
- First Aid/CPR certification preferred.

Knowledge, Skills and Abilities:

- Knowledge of food safety, food handling policies, procedures, and health department guidelines.
- Ability to develop an effective working relationship with management, other supervisors, fellow employees, and the general public.
- Skilled in operating cash register.

PHYSICAL DEMANDS

Must be able to use body to work, move or carry objects or materials. This position requires: walking, standing, bending, stooping, pushing, pulling lifting, fingering, grasping, feeling, seeing, talking, hearing, and repetitive motions.

Must be able to exert up to 100 pounds of force occasionally and up to 50 pounds of force frequently. Physical demand requirements are at levels of those for very heavy work.

WORK ENVIRONMENT

Work is typically performed in a dynamic environment that requires sensitivity to changing goals, priorities, and needs.

Lumpkin County has the right to revise this job description at any time. This description does not represent in any way a contract of employment.

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Employee Signature Date

_____ _____

Supervisor (or HR) Signature Date

Equal Opportunity Employer *Lumpkin County, Georgia does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or military service in employment or the provision of services.*

Lumpkin County, Georgia

JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

Front Desk Attendant

Department: **Pinetree Recreation Center**

Pay Grade: **100**

FLSA Status: **Non-Exempt**

JOB SUMMARY

The Front Desk Attendant is responsible for creating a welcoming environment for the Pinetree Recreation Center and for supporting the Assistant Manager with daily administrative tasks. Duties are performed under the direct supervision of the PRC Manager and Assistant Manager.

ESSENTIAL JOB FUNCTIONS

- Provides public with information on all services offered by the Pinetree Recreation Center.
- Collects daily fees for admission to the facility.
- Reconciles all collected daily admission fees collected.
- Performs data entry of information regarding admissions, rentals and programs into the Park and Recreation software program.
- Generates reports reflecting accounts receivables from the Pinetree Recreation Center.
- Maintains work area complete with all brochures and printed material promoting the Pinetree Recreation Center.
- Provides support to the Facility Manager and Assistant Manager with their daily tasks as needed.
- Keeps inventory of office supplies and informs Facility Manager when orders need to be placed.
- Performs other related duties as required.

QUALIFICATIONS

Education and Experience:

- Degree from a standard high school or high school equivalency certificate.
- Three years of experience in customer service, preferably in a recreation setting.

Licenses or Certifications:

- None.

Knowledge, Skills and Abilities:

- Knowledge in general office skills: typing, filing and answering the telephone.
- Considerable knowledge in all the services and programs offered at the Pinetree Recreation Center.
- Skilled in the operation of a computer and the use of various software packages including the Park and Recreation dedicated software.
- Skilled in written and verbal communication.
- Ability to present a pleasant and welcoming image to the patrons of the Center.
- Ability to deal tactfully with the public.
- Ability to multi-task.
- Ability to keep accurate records and prepare clear and concise reports.

PHYSICAL DEMANDS

Must be able to use body to work, move or carry objects or materials. This position requires: walking, standing, bending, stooping, pushing, pulling lifting, fingering, grasping, feeling, seeing, talking, hearing, and repetitive motions.

Must be able to exert up to 20 pounds of force occasionally and 10 pounds of force frequently. Physical demand requirements are at levels of those for sedentary work.

WORK ENVIRONMENT

Work is typically performed in a dynamic environment that requires sensitivity to changing goals, priorities, and needs.

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_____ _____

Employee Signature Date

_____ _____

Supervisor (or HR) Signature Date

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Lumpkin County, Georgia

JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

Head Lifeguard

Department: **Pinetree Recreation Center**

Pay Grade: **105**

FLSA Status: **Non-Exempt**

JOB SUMMARY

This part-time position performs duties to ensure a safe and efficient aquatic program at the facility. This position provides direct supervision of the lifeguards as well as taking an active role as an instructor, lifeguard, and maintenance person when necessary. This position reports to the Facility Director and Assistant Director.

ESSENTIAL JOB FUNCTIONS

- Contact person for lifeguards on duty. Transmits and responds to radio calls, assists lifeguards and patrons as necessary, provides first aid.
- Acts as Supervisor on Duty (M.O.D) when full-time management are not present at facility, or as assigned.
- Activates facility emergency action plans (EAP) when incidents arise. Directs and assists with rescues. Completes necessary paperwork.
- Monitors for inclement weather, and keeps in communication with Management regarding any closures. Completes and submits necessary paperwork.
- Reports to and receives general directions and supervision from the PRC Facility Director and Assistant Director. Communicates with Management regarding any issues with part-time personnel.
- Assists with in-service training of staff.
- Assists with part-time staff schedules as needed.
- Assists with Front Desk operations when assigned.
- Performs opening and closing duties including assisting with daily financial reports. Completes checklists as required and submits to Management.
- Performs duties of Lifeguard and Water Safety Instructor when needed.
- Sets an example in personal appearance and professionalism. Assists with holding staff accountable to the Pinetree Recreation Center Standard.

- When acting as S.O.D., handles public relations and provides exceptional customer service.
- Reports all accidents, fecal incidents, etc. to Management and completes the necessary paperwork.
- Regularly takes water tests and checks that filters/pumps are running.
- Performs other duties as required.

Standards of Conduct while on Duty

- Must be respectful of others; possess cultural awareness and sensitivity and demonstrate a dedication to the position as well as the community.
- Must perform tasks in a neat and timely manner.
- Must be able to report to work on time and ready to work when shift begins.
- Must maintain a neat, clean and acceptable personal appearance. This includes being properly attired in swimwear that has been pre-approved by the Recreation Facility Director.
- Must demonstrate a good work ethic, including a willingness to perform tasks without unnecessary directives.
- Must refrain from any activity that might distract a lifeguard from their zone of responsibilities. Some of these type activities are as follows:

1. **Fraternizing with patrons and co-workers.**
2. **Talking/texting on personal cell phones or other forms of communication while on duty.**
3. **No sleeping while on duty.**
4. **No reading while on duty.**

QUALIFICATIONS

Education and Experience:

- Two years of experience in aquatics including experience lifeguarding and instructing swimming lessons.

Licenses or Certifications:

- Certifications required are as follows: American Red Cross Lifeguard, Water Safety Instructor, and CPR. American Red Cross Lifeguard Instructor preferred.

Knowledge, Skills and Abilities:

- Ability to develop an effective working relationship with fellow employees, lifeguards, instructors, and the general public.
- Ability to diffuse conflict.
- Knowledge of all pool and facility rules.
- Skilled in performance of First Aid and life saving techniques.
- Ability to maintain a level of fitness to perform all duties of position.
- Ability to maintain complete focus on assigned tasks.

- Skilled in supervising employees and instructors.
- Basic knowledge of pool chemistry or ability to learn.

PHYSICAL DEMANDS

Must be able to use body to work, move or carry objects or materials. This position requires: walking, standing, bending, stooping, pushing, pulling lifting, fingering, grasping, feeling, seeing, talking, hearing, and repetitive motions.

Must be able to exert up to 100 pounds of force occasionally and up to 50 pounds of force frequently. Physical demand requirements are at levels of those for very heavy work.

WORK ENVIRONMENT

Work is typically performed in a dynamic environment that requires sensitivity to changing goals, priorities, and needs.

Lumpkin County has the right to revise this job description at any time. This description does not represent in any way a contract of employment.

_____ _____

Employee Signature Date

_____ _____

Supervisor (or HR) Signature Date

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Lumpkin County, Georgia

JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

Lifeguard

Department: **Pinetree Recreation Center**

Pay Grade: **104**

FLSA Status: **Non-Exempt**

JOB SUMMARY

This part-time position is primarily responsible for the health and safety of all Pinetree Recreation Center patrons. Lifeguards assist with creating a positive experience for all patrons by maintaining the facility.

ESSENTIAL JOB FUNCTIONS

- Enforce all facility rules and policies in a firm, consistent manner.
- Maintain order in all areas of the facility.
- Maintain assigned post unless relieved by an authorized and certified replacement.
- Performs rescues of swimmers when they are in danger.
- Applies emergency lifesaving and first aid techniques; and in case of severe injuries, obtains professional aid immediately.
- Answers and responds to patron questions and complaints when possible.
- Performs general maintenance and housekeeping duties around the facility when instructed by supervisory personnel.
- Attends and participates in scheduled lifeguard trainings, in-services, and orientations.
- Performs other duties as required.

Standards of Conduct of Lifeguards while on Duty

- Must be respectful of others; possess cultural awareness and sensitivity and demonstrate a dedication to the position as well as the community.
- Must perform tasks in a neat and timely manner.
- Must be able to report to work on time and ready to work when shift begins.
- Must maintain a neat, clean, and acceptable personal appearance. This includes being properly attired in swimwear that has been pre-approved by facility manager.

- Must demonstrate a good work ethic, including a willingness to perform tasks without unnecessary directives.
- Must refrain from any activity that might distract a lifeguard from their zone of responsibilities. Some of these type activities are as follows:

1. **Fraternizing with patrons and co-workers.**
2. **Talking/texting on personal cell phones or other forms of communication while on duty.**
3. **No sleeping while on duty.**
4. **No reading while on duty.**

- Must effectively scan and always be rescue ready while lifeguarding. This means no slouching in guard chair, keeping your head up and eyes on the water when walking, holding your guard tube across your chest with your slack pulled in.

QUALIFICATIONS

Education and Experience:

- Must be working towards a high school diploma or equivalent;
- One (1) year of related work experience preferred;
- Or equivalent education, and/or experience.

Licenses or Certifications:

- Must maintain the following certifications; American Red Cross (ARC) Certified Lifeguarding/First Aid, ARC CPR-AED for Lifeguards.
- Must be least 15 years old to Lifeguard. Must be at least 16 years old to operate the Outdoor water slides.
- Must also maintain American Red Cross (ARC) Water Park Lifeguard Certification in order to lifeguard the slide and play pool.

Knowledge, Skills and Abilities:

- Extensive knowledge of all pool and facility rules.
- Skilled in performance of First Aid and life saving techniques.
- Ability to maintain a level of fitness to perform all duties of position.
- Ability to maintain complete focus on assigned tasks.

PHYSICAL DEMANDS

Must be able to use body to work, move or carry objects or materials. This position requires: walking, standing, bending, stooping, pushing, pulling lifting, fingering, grasping, feeling, seeing, talking, hearing, and repetitive motions.

Must be able to exert up to 100 pounds of force occasionally and up to 50 pounds of force frequently. Physical demand requirements are at levels of those for very heavy work.

WORK ENVIRONMENT

Work is typically performed in a dynamic environment that requires sensitivity to changing goals, priorities, and needs.

Lumpkin County has the right to revise this job description at any time. This description does not represent in any way a contract of employment.

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Employee Signature Date

_____ _____

Supervisor (or HR) Signature Date

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Lumpkin County, Georgia

JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

Swim Instructor

Department: **Pinetree Recreation Center**

Pay Grade: **105**

FLSA Status: **Non-Exempt**

JOB SUMMARY

This part-time position includes instructing both group and private lessons per American Red Cross Water Safety guidelines. Instructors are responsible for class safety, progression of skills taught, lesson planning, setting up and cleaning up equipment, and responding in an emergency.. This position reports to the Manager and/or Assistant Manager.

ESSENTIAL JOB FUNCTIONS

- Sets up equipment.
- Instructs participants according to training and curriculum outlined at the Pinetree Recreation Center, prioritizing safety and addressing any issues as needed.
- Provides ongoing feedback to children and parents including strengths and areas of improvement.
- On Evaluation Day (second to last class), evaluates all participants and provides the Assistant Manager with a pass/fail list for each class.
- Completes evaluation certificates for all participants ON Evaluation Day, to be distributed on the last day of class. Failure to complete certificates when scheduled will result in the loss of incentive pay.
- Maintains class attendance. Encourages participant's growth and skill progression.

Standards of Conduct while on Duty

- Be respectful of others; possess cultural awareness and sensitivity to disabilities, with a dedication to the position as well as the community.
- Must perform tasks in a neat and timely manner.
- Must be able to report to work on time and be ready to work when shift begins. Call attendance on time and have equipment ready.

- Must maintain a neat, clean, and acceptable personal appearance. This includes being properly attired in swimwear that is pre-approved by Pinetree Recreation Center management (see PRC Uniform Guidelines). [Any tattoos that are visible while in swimwear must be non-offensive in nature and consistent with Lumpkin policy].
- Must demonstrate a good work ethic, including a willingness to perform tasks without unnecessary directives.
- Must refrain from any activity that might distract self or other staff member from their responsibilities. Some of these type activities are as follows:

1. **Fraternizing with patrons and co-workers.**
2. **Talking/texting on personal cell phones or other forms of communication while on duty.**
3. **Leaving class unattended.**

QUALIFICATIONS

Education and Experience:

- Must be working towards a high school diploma or equivalent;
- One (1) year of related work experience preferred;
- Or equivalent education, and/or experience.

Licenses or Certifications:

- Must have, or have the ability to successfully complete, the following certification: American Red Cross (ARC) Water Safety Instructor.
- CPR, AED, First Aid training.

Knowledge, Skills and Abilities:

- Provide an adequate demonstration to students when needed.
- Effective classroom and behavioral management.
- Effective time management so all of the necessary curriculum is covered.
- Adequate use of equipment to aid in students' success with the ability to modify as needed.
- Good communication skills, including written and verbal.
- Extensive knowledge of all pool and facility rules.
- Skilled in performance of First Aid and life saving techniques (to the extent that is applicable in ARC WSI guidelines).
- Ability to maintain a level of fitness to perform all duties of position.
- Ability to maintain complete focus on assigned tasks.
- Must be at least 15 years of age.

PHYSICAL DEMANDS

Must be able to use body to work, move or carry objects or materials. This position requires: walking, standing, bending, stooping, pushing, pulling lifting, fingering, grasping, feeling, seeing, talking, hearing, and repetitive motions.

Must be able to exert up to 100 pounds of force occasionally and up to 50 pounds of force frequently. Physical demand requirements are at levels of those for very heavy work.

WORK ENVIRONMENT

Work is typically performed in a dynamic environment that requires sensitivity to changing goals, priorities, and needs.

Lumpkin County has the right to revise this job description at any time. This description does not represent in any way a contract of employment.

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Employee Signature Date

_____ _____

Supervisor (or HR) Signature Date

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Lumpkin County, Georgia

County Manager

Date:	February 20, 2024
Agenda Item:	Request to Create the Assistant County Manager Position and Reorganize County Departments *(County Manager Alan Ours)*
Item Description:	Create the position of Assistant County Manager, reorganize county departments and change the current title of the Director of Special Projects to the Director of Operations.
Facts & Historical Information:	As the County continues to grow a restructuring of county departments is needed to ensure that sufficient direction is given to each department and area of service. Currently, not all of the Division Directors have the appropriate amount of time to over see their respective departments. The position of Assistant County Manager will allow for the shifting of a few of the existing departments to under this position. The new Pinetree Recreation Center also adds a new department that will be under the direction of the Assistant County Manager. A complete job description for the position is included in this memorandum.
Potential Courses Of Action:	A. Approve the creation of the position of Assistant County Manager, the realignment of county departments and changing the current title of Director of Special Projects to Director of Operations. B. Consider approval at a later date C. Take no action
Budget Impact:	The budget will need to be monitored during FY 2024 and possibly amended.
Staff Recommendation:	Approve Course of Action A

Lumpkin County, Georgia

JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

Assistant County Manager

Department: **County Manager**

Pay Grade: **121**

FLSA Status: **Exempt**

JOB SUMMARY

The purpose of this classification is to provide management assistance to the County Manager and to provide interim management of various county departments as needed.

ESSENTIAL JOB FUNCTIONS

- Supervises, directs and evaluates assigned staff, processing employee concerns and problems, directing work, counseling, disciplining, and completing employee performance appraisals.
- Coordinates daily work activities; organizes, prioritizes and assigns work; monitors status of work in progress and inspects completed work; confers with assigned staff, assists with complex/problem situations and provides technical expertise.
- Ensures compliance with all applicable codes, laws, rules, regulations, standards, policies and procedures; ensures adherence to established safety procedures; monitors work environment and use of safety equipment to ensure safety of employees and other individuals; initiates any actions necessary to correct deviations or violations.
- Consults with County Manager and other officials to review operations and activities, review/resolve problems, receive advice/direction and provide recommendations; prepares and presents briefings and concepts as directed by County Manager.
- Provides timely, independent and pragmatic assessments of various issues confronting the County; serves as a source of ideas and new perspectives in defining the organization and its vision; conducts statistical analysis; submits analytical results through reports, position papers and surveys for use by County Manager/officials in making sound decisions.
- Participates in budget development and approval processes; prepares, reviews, defends and amends departmental budgets; conducts detailed cost analysis and monitors expenditures to ensure compliance with approved budgets.

- Serves as interim director of various county departments/divisions as needed; provides management of department operations, activities and staff; reviews and approves invoices, timesheets and leave requests.
- Assists with development and implementation of long- and short-term plans, goals and objectives for the county and/or individual county departments; evaluates efficiency and effectiveness of county department operations, methods, procedures and use of resources; recommends and/or implements improvements as needed.
- Responds to complaints and questions related to county or department operations, activities or other issues; provides information, researches problems and initiates problem resolution.
- Performs the duties of County Manager in absence of same; represents the County Manager as appropriate.
- Coordinates projects and work activities with those of other departments, contractors, consultants, outside agencies and others as needed.
- Attends meetings, serves on committees and makes presentations as needed; delivers public presentations to community/civic organizations.
- Maintains a comprehensive, current knowledge of applicable laws/regulations; maintains an awareness of new trends and advances in the profession; reads professional literature; maintains professional affiliations; attends conferences, workshops and training sessions as appropriate.
- Performs general/clerical tasks, which may include answering telephone calls, typing documents, making copies, filing documents and processing incoming/outgoing mail.
- Provides assistance to other employees or departments as directed.
- Performs other related duties as required.
-

QUALIFICATIONS

Education and Experience:
Bachelor's degree in public administration, business administration or closely related field, five (5) years previous experience that includes public administration, financial management, general management of county departments, or any equivalent combination of education, training and experience which provides the requisite knowledge, skills and abilities for this job. Requires the possession and maintenance of a valid Georgia Driver's License.

Licenses or Certifications:

- Possession of or ability to readily obtain a valid driver's license issued by the State of Georgia for the types of vehicles or equipment operated.

Special Requirements:
None.

Knowledge, Skills and Abilities:

- Knowledge of ordinances, policies, and procedures for Lumpkin County.
- Knowledge of laws, rules, and regulations for Lumpkin County and the State of Georgia.
- Knowledge of modern office practices and procedures.

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- Knowledge of Microsoft Office (Word, Excel, PowerPoint, and other similar programs).
- Skill in planning and organizing work.
- Skill in interpersonal relations.
- Skill in the use small office equipment, including copy machines or multi-line telephone systems.
- Ability to cope with situations firmly, tactfully, courteously, and with respect for the rights of others.
- Ability to work independently with minimal supervision.
- Ability to analyze situations quickly and effectively to determine the proper course of action.
- Ability to establish and maintain effective working relationships and communicate effectively with citizens, the general public, and other employees.

PHYSICAL DEMANDS

The work is light which requires exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force frequently or constantly to lift, carry, push, pull or otherwise move objects. Work also requires fingering, handling, hearing, mental acuity, speaking, standing, and talking.

WORK ENVIRONMENT

Work is typically performed in a dynamic environment that requires sensitivity to changing goals, priorities, and needs. This environment requires decision making that could lead to major community or organizational consequences if this position fails to make the appropriate decision at the time.

Lumpkin County has the right to revise this job description at any time. This description does not represent in any way a contract of employment.

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Employee Signature Date

_____ _____

Supervisor (or HR) Signature Date

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Lumpkin County, Georgia

Special Projects

Date:	February 20, 2024
Agenda Item:	Approval of Positions for the Lumpkin County Recycling Center *(Special Projects Director Ashley Peck)*
Item Description:	Approval of the new positions for the Lumpkin County Recycling Center
Facts & Historical Information:	In February 2023 the Board of Commissioners created a Recycling Committee and charged them with evaluating and suggesting options to the Board of Commissioners for an affordable, efficient, and sustainable solution for recycling in Lumpkin County. The Committee presented their options and recommendations to the Board of Commissioners in September 2023. A main concern and issue identified was the lack of supervision and direction at the recycling site which results in the contamination of the recyclables. To ensure the proper processing of recycling items staff will need to be onsite to provide oversite and assist with the sorting, storage, and delivery of the items. The position of Recycling Coordinator is a pay grade 107 and the position of Recycling Technician is a pay grade 104.
Potential Courses Of Action:	A. Approve the positions and job descriptions for the Recycling Center. B. Do not approve the positions and job descriptions for the Recycling Center. C. Approve the Recycling positions, but with modifications to the job descriptions.
Budget Impact:	These positions will be paid from the approved operational budget for the Recycling Center.
Staff Recommendation:	Approve the positions for the new Lumpkin County Recycling Center.

Position Description

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

Recycling Coordinator

Department: **Recycling**

Pay Grade: **107**

FLSA Status: **Non-Exempt**

JOB SUMMARY

This position is responsible for overseeing the day-to-day operations of the Lumpkin County Recycling Convenience Center, managing recycling technicians, ensuring smooth money collection, accurate record-keeping, compliance with safety regulations, and providing excellent customer service to individuals utilizing the facility.

ESSENTIAL JOB FUNCTIONS:

- Lead and supervise the recycling center staff and coordinate the daily activities
- Oversee customer interactions and address inquiries or concerns promptly and professionally
- Train new staff members on operational procedures, safety protocols, and customer service standards
- Manage and oversee the collection of fees for household garbage.
- Handle cash transaction and provide accurate change to customers
- Ensure the secure handling and deposit of collected funds
- Maintain detailed records of daily transactions and financial activities
- Prepare and submit regular reports on financial performance to management
- Monitor the flow of recyclables and ensure proper sorting and processing of recyclables.
- Assist customers in sorting their items correctly
- Adhere and enforce all safety protocols to ensure a secure environment for staff and customers
- Investigate and report any safety incidents, implementing corrective actions as needed
- Perform routine inspections and basic maintenance on equipment used in recycling operations
- Report any equipment malfunctions or issues to Supervisor
- Ensure facility and surrounding area is kept clean, neat and free of debris
- Assist with the loading and unloading of dumpster for transport and return
- Performs other duties as assigned

MINIMUM REQUIREMENTS TO PERFORM WORK:

Education and Experience:

- High School diploma or equivalent;
- Or equivalent education, and/or experience.

Licenses and Certifications:

- Possess and maintain a valid Georgia driver's license.

Preferred Qualifications:

- None.

Knowledge, Skills and Abilities:

- Previous experience working with the public is preferred
- Knowledge of recycling processes and materials is preferred, but not required
- Ability to help promote and encourage the recycling program
- Strong numerical and organizational skills
- Ability to handle cash transactions accurately
- Excellent leadership and communication skills
- Basic understanding of safety protocols and procedures
- Skill in use of small office equipment including computers and copiers

PHYSICAL DEMANDS:

Work is medium and requires exerting up to 50 pounds of force occasionally, and/or up to 30 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects. Work also requires balancing, climbing, crouching, feeling, fingering, grasping, handling, lifting, mental acuity, pulling, pushing, reaching, repetitive motion, speaking, standing, stooping, talking, visual acuity, and walking.

WORK ENVIRONMENT:

Work is typically performed in a relatively safe, secure, and stable work environment.

Lumpkin County has the right to revise this position description at any time, and does not represent in any way a contract of employment.

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Employee Signature Date

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Supervisor (or HR) Signature Date

Position Description

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

Recycling Technician

Department: **Recycling**

Pay Grade: **102**

FLSA Status: **Non-Exempt**

JOB SUMMARY

This position is responsible for assisting at the Lumpkin County Recycling Convenience Center to include proper collection of funds and assisting customers in sorting recyclables.

ESSENTIAL JOB FUNCTIONS:

- Handle cash transaction and provide accurate change to customers
- Ensure the secure handling and deposit of collected funds
- Monitor the flow of recyclables and assist customers in sorting their items correctly
- Adhere and enforce all safety protocols to ensure a secure environment for staff and customers
- Report any equipment malfunctions or issues to Supervisor
- Ensure facility and surrounding area is kept clean, neat and free of debris
- Assist with the loading and unloading of dumpsters for transport and return
- Performs other duties as assigned

MINIMUM REQUIREMENTS TO PERFORM WORK:

Education and Experience:

- High School diploma or equivalent;
- Or equivalent education, and/or experience.

Licenses and Certifications:

- Possess and maintain a valid Georgia driver's license.

Preferred Qualifications:

- None.

Knowledge, Skills and Abilities:

- Previous experience working with the public is preferred
- Ability to handle cash transactions accurately
- Ability to organize and communicate effectively.

- Basic understanding of safety protocols and procedures

PHYSICAL DEMANDS:
Work is medium and requires exerting up to 50 pounds of force occasionally, and/or up to 30 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects. Work also requires balancing, climbing, crouching, feeling, fingering, grasping, handling, lifting, mental acuity, pulling, pushing, reaching, repetitive motion, speaking, standing, stooping, talking, visual acuity, and walking.

WORK ENVIRONMENT:
Work is typically performed in a relatively safe, secure, and stable work environment.

Lumpkin County has the right to revise this position description at any time, and does not represent in any way a contract of employment.

_____ _____
Employee Signature Date

_____ _____
Supervisor (or HR) Signature Date

Lumpkin County, Georgia

Special Projects

Date: February 20, 2024

Agenda Item: Approval of Site Plan and Funding for the New Lumpkin County Recycling Center *(Special Projects Director Ashley Peck)*

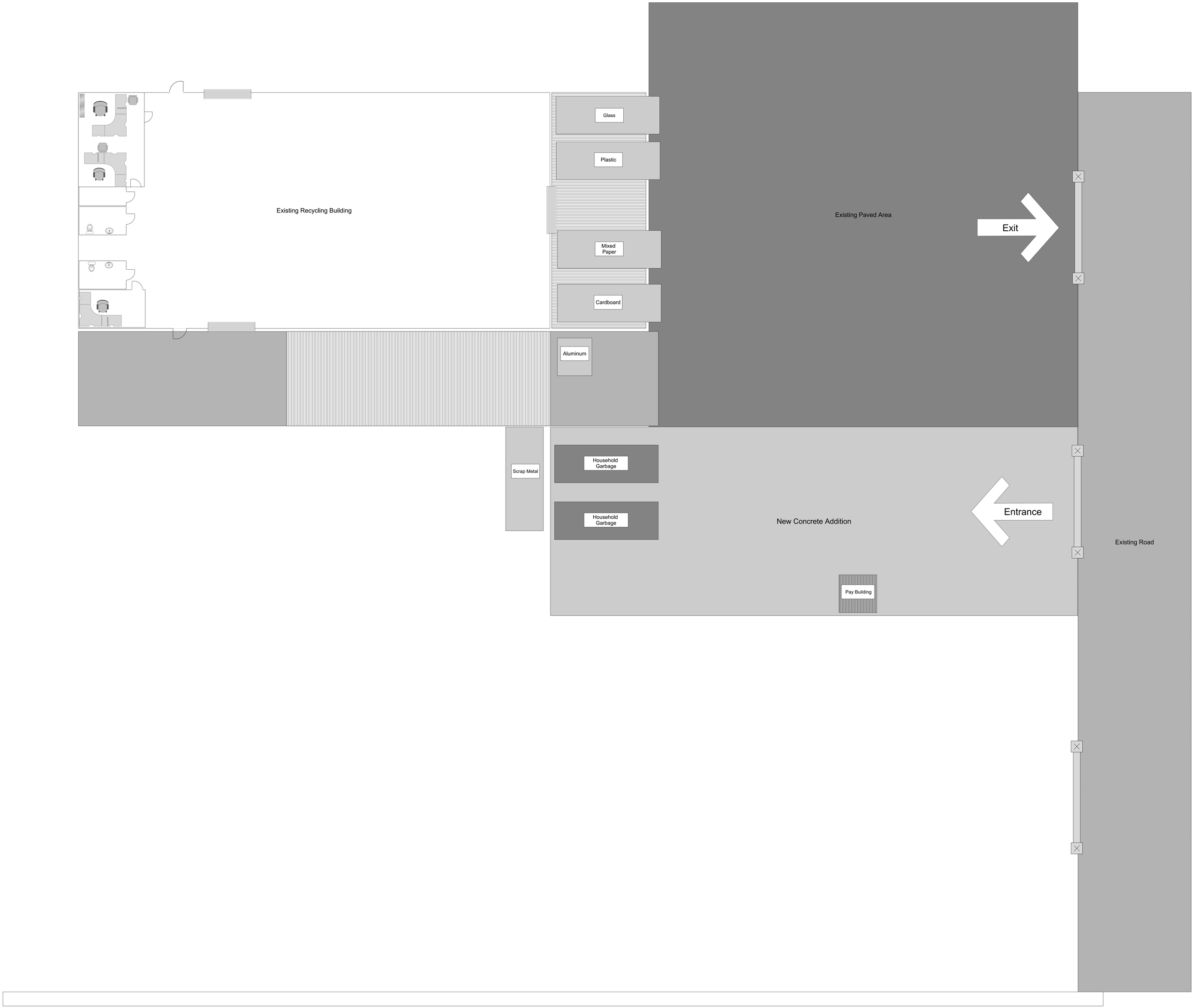
Item Description: Approval for the modifications to the Recycling Center site and approval of funding for the modifications.

Facts & Historical Information: In 2021 Lumpkin County contracted with Mark Robinson Hauling to conduct the recycling program. In February 2023 the Board of Commissioners created a Recycling Committee and charged them with evaluating and presenting options to the Board of Commissioners for an affordable, efficient, and sustainable solution for recycling in Lumpkin County. The Committee presented their options and recommendations to the Board of Commissioners in September 2023. Those recommendations included utilizing an existing building on Red Oaks Flats Road to operate a recycling program. At the January 2024 Board Retreat the Board of Commissioners reviewed multiple options for the operations of a recycling program at the Red Oaks Flats Road location in consideration of the committee's recommendations.
The existing building and site will need modifications to operate the program correctly. The site will require the construction of a 40' addition to ensure proper traffic flow and the installation of 5 compaction dumpsters to maximize dumpster capacity and decrease hauling fees. (A diagram of the site is attached for review and approval)
The facility will accept household bagged garbage and the following recyclables; plastic, cardboard, mixed paper, aluminum, glass and scrap metal. A main concern and issue identified by the Recycling Committee was the lack of supervision and direction at the recycling site which results in the contamination of the recyclables. To ensure the proper processing of recycling items staff will be onsite to provide oversite and assist with the sorting, storage, and delivery of the items. The cost to complete the sitework and purchase all needed equipment to bring the facility operational will be $250,000. Staff is requesting approval of the site plan and the funding amount for the project.

The Recycling Center plan presented will be utilizing the current IGA with Hall County. All recyclables will be hauled to the Hall County Recycling Center and processed at their facility. The household garbage will be hauled to the Lumpkin County Transfer Station. The County will be hauling the household garbage and recyclables using the existing road tractor and roll off trailer. The road tractor and roll off trailer is not as maneuverable as a roll off truck and the road tractor would be unavailable for use by the Road Department during those times. A roll off truck would also be more efficient on fuel than the road tractor and trailer. Should the Board desire to purchase a roll off truck an additional $110,000.00 would need to added to the project budget. If the roll off truck is purchased the roll off trailer will be sold or traded in.

Potential Courses Of A. Approve the proposed site plan and requested funding amount for the

Action:	Lumpkin County Recycling Center. B. Do not approve the proposed site plan and requested funding amount for the Lumpkin County Recycling Center. C. Request staff to make modifications to the site plan and funding amount and present to the Board at a later date. D. Approve the proposed site plan and requested funding amount and include the additional funding for the roll off truck.
Budget Impact:	The cost for the project will be paid from the 2014 SPLOST
Staff Recommendation:	Approve the presented site plan and funding for the Recycling Center


Existing Recycling Building
Glass
Plastic
Mixed Paper
Cardboard
Aluminum
Existing Paved Area
Exit
Scrap Metal
Household Garbage
Household Garbage
New Concrete Addition
Entrance
Existing Road
Pay Building

Sitework			Equipment		
Description	**Cost**		**Description**	**Cost**	
104 CU. YDS. Of Concrete	$36,920.00		(5) Compactor Dumpster	$150,000.00	
Concrete Blocks for Wall Construction	$2,200.00		Payment Building (Includes, insulation, wall/ceiling cover, electrical, HVAC, and exterior step	$7,300.00	
304' of Fence	$17,362.00		POS System	$2,000.00	
24' Gate	$1,700.00		Computer	$2,200.00	
(2) 16' Gate	$3,000.00		Signage	$2,000.00	
Electrical	$18,000.00				
Total Cost or Sitework	**$79,182.00**		**Total for Equipment**	**$163,500.00**	
	Sitework	**$79,182.00**			
	Contingency	**$7,918.20**			
	Equipment	**$163,500.00**			
	Project Cost	**$250,600.20**			

Lumpkin County, Georgia

Special Projects

Date: February 20, 2024

Agenda Item: Replacement of Gym Equipment for Pinetree Recreation Center *(Special Projects Director Ashley Peck)*

Item Description: Replacement of Gym Equipment for the Pinetree Recreation Center

Facts & Historical Information: Staff was tasked with obtaining quotes for replacing the gym pads and dividing curtain at Pinetree Recreation Center. The pads currently installed are Class A pads. The first quote obtained was to replace the pads with the same Class A pads and an alternate price to replace with standard pads. The cost to furnish and install Class A wall pads, column pads, volleyball pole padding and the gym curtain divider is $44,167.00. To replace the wall and column pads with standard pads instead of Class A pads would decrease the cost by $3,700.00 making the total cost of replacement equipment $40,365.34.

The second quote obtained was $26,830.00 which includes standard wall and column pads and the dividing gym curtain.

The third quote obtained was $23,962.00 which includes standard wall and column pads and the dividing gym curtain.

An agreement with UNG has been discussed to purchase the existing pads for $5,000.00.

The current lead time on this equipment is 6-8 weeks.

The contingency funds for this project are not adequate to cover the cost of replacing the pads. Therefore, these items will need to be purchased outside of the contract with the construction manager. In accordance with the County's purchasing policy these items will need to be bid out which will add an additional 4-6 weeks to the 6-8 week lead time on the equipment. The funds for replacing the equipment can come from the 2014 SPLOST program. The Board will need to vote to have those funds allocated from the 2014 SPLOST.

Potential Courses Of Action: A. Replace the gym equipment at Pinetree Recreation Center and approve the use of the 2014 SPLOST funds to pay for the replacement. (Staff will need direction on the color of the replacement pads if this option is chosen.)

B. Do not replace the gym equipment at Pinetree Recreation Center.

Budget Impact: Funds for the replacement of the pads can come from the 2014 SPLOST program.

Staff Recommendation:

Lumpkin County, Georgia

Board of Commissioners

Date: February 20, 2024

Agenda Item: Voting Delegate for Georgia Opioid Settlement Advisory Commission (GOSAC) and Regional Advisory Council (RAC) Slate Consideration - Alan Ours

Item Description: This is to appoint Alan Ours as the voting delegate for Lumpkin County.

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

Lumpkin County, Georgia

Sheriff

Date: February 20, 2024

Agenda Item: Replacement of Sheriff Department Vehicles - Emergency First Responder Vehicles for Patrol Division *(Sheriff Stacy Jarrard)*

Item Description: (3) 2024 Ford (PIU) Patrol vehicles

Facts & Historical Information: The Lumpkin County Sheriff's Office has a constitutional responsibility to provide first responder, law enforcement services for residents, visitors and guests of Lumpkin County Georgia. In part responding to various locations within the geographic boundaries of the diverse community requires law enforcement vehicles that are patrol rated, having the necessary emergency equipment such as mobile communication radios, emergency lights, siren, mobile computers, lifesaving equipment and so forth to perform this critical responsibility. Part of being able to respond to call for service is having vehicles the sheriff's office has classified as a priority 1 type unit (see attached vehicle replacement program). Based on this formula, the Uniform Patrol Division (UPD), has several units that are currently over the 150,000-mile threshold.

UPD currently has a 2004 Chevy Trailblazer, 2005 Ford Escape and a 2000 Chevy Silverado these three unmarked non-patrol vehicles have an excess of 150,000 miles on them. These vehicles are UPD assigned and are used for such task as moving equipment, pulling trailers and multiple other non-patrol task that are relied upon for Law Enforcement services to this community.

The Uniformed Patrol Division has 30 personnel slots, we currently have 29 assigned. Of the 34 assigned Patrol vehicles only 31 are "Patrol Vehicles". If/when a vehicle is down for maintenance there is only one spare vehicle left. Frequently there are multiple vehicles down for maintenance or from crashes. The staff recommends the purchase of 3 new vehicles.

Potential Courses Of Action:

a. Purchase a minimum of 3 UPD vehicles to rotate into the fleet.

b. Rely on the availability of a lease option, (if available or feasible)

c. Take no action and leave the fleet with the existing vehicles.

Budget Impact: Purchase price and impact is $ 63,500 per outfitted and equipped UPD vehicle ($48,500 for the vehicle and $15,000 for equipment) for a grand total of $ 190,500. We ask that the use of the amended 2020 SPLOST funds be considered for this purchase.

Staff Recommendation: The recommendation of Sheriff Office staff is to proceed with course action A. This will provide the UPD fleet with reliable priority 1 units to serve the citizens of

Lumpkin County.