



## **LAMAR COUNTY BOARD OF COMMISSIONERS**

### **Regular Business Meeting**

#### **Courthouse**

**March 21, 2023, 7:00 PM**

#### **Agenda**

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Approval of Agenda
5. Minutes Approval
  - [i.](#) Workshop Meeting-February 16th,2023
  - [ii.](#) Public Hearing-February 21st, 2023
  - [iii.](#) Regular Business Meeting-February 21st,2023
6. Proclamations
  - [i.](#) Child Abuse Prevention Awareness Month
  - [ii.](#) Gordon College-2022 National Club Football Association (NCFA) National Champions
  - [iii.](#) Wrestling Championship-Clint Williamson
7. Ordinance 2023-03 Rezoning from Agriculture-Residential to Highway Commercial (Tax Map 037 Parcel 010A)
  - [i.](#) Ordinance 2023-03
8. Ordinance 2023-04 Rezoning from Residential-1 to Agriculture-Residential (Tax Map 052, Parcel 015)
  - [i.](#) Ordinance 2023-04
9. CSRA Probation Contract
  - [i.](#) CSRA PROBATION SERVICES, INC
10. Owner-Consultant Agreement-Lamar County Master Services on Call EXP US Services, Inc.
  - [i.](#) On Call EXP Services
11. Surplus Vehicles for the Sheriff's Office

1980 Chevrolet S6000 Bus Vin # 6237  
2005 Ford Truck Vin # 1036  
2007 Chevrolet Avalanche Vin # 0798  
2008 Dodge 4 Door Charger Vin # 9861  
2008 Jeep Cherokee Vin # 7315  
2011 Ford F150 Vin # 3382  
2014 Ford 4 Door Caprice Police Vin # 0473  
2015 Dodge Charger Vin # 2733  
2019 Dodge 4 Door Charger Vin # 1896

12. Administrator's Report

[i.](#) Administrator Report

13. Public Comment

14. Round Table

15. Executive Session

- i. Real Estate
- ii. Litigation
- iii. Personnel

16. Adjournment

Workshop Meeting  
Lamar County Board of Commissioners  
2-16-2023  
12:30 p.m.

The meeting was called to order at approximately 12:33 p.m. on February 16th, 2023. Present for the meeting were Chairman Traylor, Vice-Chair Thrash, Commissioner Fletcher, Commissioner Lovett, Commissioner Gilles, County Administrator Townsend, and County Clerk Davidson.

**Peddlers License**

Planning and Community Development Director Buice addressed the board regarding the current approved peddler's license. She informed the board that the State had updated its regulations regarding food trucks. To comply with local laws, food trucks in Georgia must get many of the same permits as restaurants, including a business license, food handlers permit from the health department, and a seller's permit. The license is \$25.00, along with a background check and clearance from the Sheriff's Office, and shall be issued for 14 consecutive calendar days. The current Ordinance states that transient selling shall be issued on a yearly basis but must not exceed more than one day per quarter. Planning and Community Development Director Buice said they could get a license for \$600.00 annually or only operate four times a year. Food trucks are interested in being in the area, but the current regulations would be too restrictive.

Chairman Traylor gave background history to the new Board of Commissioners. He stated that the reason that it was brought to their attention last year was that there were two restaurants; one was a brick mortar, and the other was a food truck vendor. The former board received phone calls about its impact on the brick-and-mortar restaurant. Then they looked at local churches, boy scouts, and girl scouts selling such items as doughnuts. So, they devised the idea of the four times a year. Chairman Traylor said the food truck discussion is going before the City of Barnesville Council at their next meeting. Two food trucks want to be in the City/County multiple days during the week. Commissioner Lovett requested that Planning and Community Development Buice find out what other counties do regarding food trucks and the impact it has on property taxes and the effect it has on the community.

**AmeriPro EMS Automatic Aid-Pike, Lamar, and Upson County**

County Administrator Townsend explained that something still needed to be received for the automatic aid. He is working with both Pike County and hopes to have something ready by the March Regular Business meeting. There is an automatic aid with Upson County, but there were issues with the local hospital regarding the 911 ambulances used for transport. There are currently five ambulances, but with the automatic aid agreement with Pike County, there will be two additional ambulances. County Administrator Townsend explained that an area of concern was with House Bill 286 (HB286), "the "Surprise Billing Consumer Protection Act," to provide for certain consumer protections against surprise billing for ambulance service; to provide for definitions; to require a healthcare plan to reimburse for ambulance service provided to a covered person by a nonparticipating ambulance provider; to provide for arbitration; to provide for a covered person's financial responsibilities; to provide for an effective date and applicability; to repeal conflicting laws; and for other purposes. After speaking with State Representative Beth Camp, it was determined that HB286 was dropped. This bill could have increased the millage rate by three mills. Chairman Traylor stated that the contract with AmeriPro means that Lamar County pays a sum of money to them, and then they bill the patient the other portion of the bill. If HB286 had passed, then AmeriPro could have canceled their contract within 90 days due to the impact on the financial part of the contract. This could have put the County in the situation of having to look for

another provider. Commissioner Thrash stated that an area of concern with AmeriPro is that they are out of network for insurance providers except for Medicare and Medicaid.

### **Ordinance Amendment for County Insurance**

Chairman Traylor explained that this Ordinance would allow for the deletion of Sec. 2-2-26 and 2-2-27, "the elimination of Commissioner Benefits from 1999," allowing the personnel policy to govern the insurance benefits. The Ordinance includes Code Sections Amended. Chapter 2-2 of the Lamar County, Georgia, Code of Ordinances entitled "Administration" is hereby amended by deleting Sections 2-2-26 through 2-2-50 in their entirety and substituting in lieu thereof new Sections 2-2-26 through 2-2-50 to read as follows: It is the intention of the Board of Commissioners that all matters addressed in these former code sections now be addressed in the Lamar County Personnel Policy as amended from time to time.

### **New Roof for Sheriff's Office and Courthouse**

Ricky Stanley of SIPM Roofing addressed the board regarding the condition of the Lamar County Courthouse and the Lamar County Sheriff's Office jail for the replacement of the roof. Mr. Stanley presented an overview of pictures and explanations of the condition of the Lamar County Courthouse. He explained that lots of water damage and weak insulations were to blame for much of the roof damage, along with installing the new air conditioner units. SIPM recommended the following options for the Courthouse with a total estimated cost of \$258,120.60.

**TPO Demolition/Repair-** Thermoplastic Polyolefins (a white liner that is equivalent to about four swimming pool liners)

- Tear out membrane and insulation in areas identified as saturated and damaged.
- Replace all damaging decking.

#### **Insulation**

- Using roofing foam
  - Fill void areas where decking was replaced.
  - Install new foam to a depth of 1.5 to increase R-value.

#### **Silicon Coating**

Coat all roof surfaces and walls with 100% Silicon at a rate of 2 gallons per square.

Mr. Stanley presented an overview of pictures and explanations of the condition of the Lamar County Sheriff's Office jail. The roof on the jail is metal on the front and pebble rock on the backside of the roof. The saturation is on the far left side, and water is in the middle section. The roof leaks on the right-hand side, and ponding water is on the metal. He said there was a seam in the metal roof, which should have been staggered. The gutters need to be relocated, so they are not draining onto the roof. They have a hydrovac truck that will be used to remove the rock. Underneath the rock is a rolled tar roof, and the metal portion of the roof is leaking. SIPM recommended the following options for the jail with an estimated cost of \$386,624.25.

#### **Demo**

- Remove all gravel down to the asphalt roof surface.
  - Includes all equipment and labor.
  - Repair any damaged areas that may need attention.
  - Prep the surface for application.

#### **Silicon Coating**

- Coat all roof surfaces and walls with 100% Silicon at a rate of 2 gallons per square.

Mr. Stanley stated that the warranty covers ten years of labor and lifetime materials. Sherwin-Williams Company C/O Kool Seal Warranty Department provides the warranty.

Commissioner Lovett inquired about the timeline and the funding for the project. Mr. Stanley stated that it would take about six weeks to complete the job, and parking would have to be moved to another location. The board discussed the means of funding. The repairs for the roof project will come from either Fund Balance, SPLOST, or the ARP fund. Commissioner Lovett inquired about building a new jail versus repairing the jail roof. He noted a 5.5 million dollar fund balance in 2022, and now there are over 6 million dollars in the fund balance. If the money from the fund balance is used, they use money set aside while waiting on property tax revenue. County Administrator Townsend stated that 5.5 million would be enough to get the County through until the tax property revenues come in. He is looking at all revenue avenues to pay for the roof repairs. Commissioner Gilles said it would be hard to purchase a new roof for the jail when they plan on building a new one. Chairman Traylor and Commissioner Thrash agreed but noted that they are 3 to 10 years from building the jail. Commissioner Lovett pointed out that it would take 3 to 4 SPLOST to supplement building a new jail. County Administrator Townsend stated that it would be 21 to 25 million dollars to build a new jail, and if they do a bond, it would be at least 82 percent of SPLOST to pay the debt service, and it would take 24 years.

Commissioner Thrash inquired if patching the roofs was an option. Chairman Glass said the Courthouse is historical and would always be there, so repairing the roof would be a good investment. Commissioner Lovett suggested they declare Lamar County a rural county to get more State funding. She wants more State funding from the Department of Community Affairs (DCA). County Administrator Townsend stated they would need two more bids for the roof.

### **Animal Shelter**

Fred Morris and Tom Wellner addressed the board regarding the animal shelter building. Mr. Wellner said that the funds for the animal shelter would come from SPLOST for a total of \$250,000.00 and the Community Foundation for a total of \$188,000.00. Three people they know thus far are willing to contribute to the animal shelter once it is built. They discovered a smaller facility with under 20 dog runs was necessary, and a 3500 to 4000 square foot facility would be adequate. They focused on bringing in adoptable dogs, and the County has a duty to bring surplus animals off the street. Most counties clean up the dog, get them chipped, spayed, or neutered and adopt them out for a fee. The same process is used for cats. Fred Morris presented a draft of an animal shelter and stated that the County had gross mismanagement of animal control and that this animal shelter plan would work. The animal shelter should have a controlled area where the dog can be treated on concrete to determine that it does not have parvo, then it goes to a secular area to determine if the dog is sociable and not a vicious animal, then if the dog is moved to the front of the building, separated from the back of the building, people can come in to adopt the dog. An animal shelter is not for the animal; it is for the community. Mr. Morris said he hopes they will have some exercise areas outside that will lend themselves to more adoptable dogs. He said that they need to consider how to feed and water the dogs and cats and how they will dispose of the litter for the cats. There needs to be suitable ventilation and drains.

Mr. Morris stated that with the location of the animal shelter next to the Sheriff's Office, they would be able to use the wetland trails and the gazebo, and they will be able to get help with maintenance and grass cutting because of the proximity to the jail. Mr. Wellner said that this size of animal shelter means there will be high turnover, with a 14 average day stays for the dogs and 21 days for the cats. There will be dogs and cats euthanized for space. Mr. Morris said that rescue organizations could come in and adopt a group of dogs.

Chairman Traylor noted that the community is constantly addressing the animal shelter. He stated that he found out that the Rock Quarry donated \$5,000.00 to the animal shelter project last year through the Community Foundation, and they are willing to contribute more once the animal shelter is built. Mr. Morris stated that the State has funds for spaying and neutering, for which Lamar County has not applied. He said the County could chip a dog for \$5.00, whereas a Veterinarian charges \$35.00. If a dog is chipped, the animal control officer can return the dog to the owner. He said that dogs are being found and returned to their owner via Facebook without the animal control officer knowing the dog was missing. Mr. Morris stated that the State Ordinance needs to be cleaned up, and the spay and neuter process and fees need to be included without it being too restrictive. He said that a strong administrator for the animal shelter needs to be in place to be in State compliance.

Chairman Traylor said they are at the point of getting the Board of Commissioners on board with the preliminary drawing of the architecture for more details. Commissioner Lovett stated that he is an advocate for rescue animals but he is also obligated to the community. The proposed animal expenditure will put the animal shelter at the 17<sup>th</sup> highest operation out of 45 departments, and it will be ahead of the Senior Center. Commissioner Lovett said they need someone there seven days a week and 365 days a year. He said that the biggest problem he has with the animal shelter is that on the day you put a shovel in the ground, the City of Barnesville will close their shelter, and if they do not have a joint agreement before they start, there is zero incentive for them to get on board. Chairman Traylor pointed out that the City of Barnesville is included in the Service Delivery Strategy (SDS), where they are obligated to continue to run their animal shelter. County Administrator Townsend stated that Sheriff White has agreed to run the animal shelter. Mr. Wellner said that the plan for the animal shelter is not to be a kill shelter; the animals are currently euthanized in Upson County.

### **Recess Workshop Meeting**

Chairman Traylor recessed the Workshop meeting at 2:35 p.m. for 15 minutes.

### **Reconvene the Workshop Meeting**

The board reconvened the Workshop Meeting at 2:50 p.m.

### **Regular Business Meeting Agenda Discussion**

1. Call to Order
2. Pledge of Allegiance
3. Invocation-A member of the NAACP will give the invocation.
4. Approval of Agenda
5. Recess for Public Hearing
6. Reconvene Regular Meeting
7. Minutes Approval
  - i. Workshop Meeting 1-12-2023
  - ii. Regular Business Meeting 1-17-2023
  - iii. Special Called Meeting 1-19-2023
  - iv. Lamar County Commissioners Planning Workshop & Retreat 1-26-1-27-2023
8. Proclamation-Black History Month
9. Ordinance 2023-02 Amendment for County Insurance
10. Comprehensive Plan Committee Appointment of Commissioner-Ashley Gilles
11. Administrator's Report-County Administrator Townsend

- Prior Year Journal Entries for \$368,000.00 for a duplicate retirement payment and LMIG funds received in the prior year.

12. Public Comment
13. Round Table
14. Executive Session
  - i. Real Estate
  - ii. Litigation
  - iii. Personnel
15. Adjournment

### **Round Table Discussion**

Chairman Traylor stated that the SPLOST election is in March 2023. County Administrator Townsend and County Clerk Davidson worked on a FAQ flyer for SPLOST. There is a breakdown of items listed on the SPLOST ballot to be purchased and a question and answer section.

### **Executive Session**

Commissioner Gilles motioned to adjourn the Workshop meeting to go into Executive Session for Real Estate, Litigation, and Personnel at approximately 3:15 p.m. Commissioner Fletcher seconded the motion. The motion passed unanimously. The board came out of Executive Session and resumed the Workshop meeting.

### **Continued Round Table Discussion**

Chairman Traylor announced that pictures by Donna Flournoy would be taken of the Board of Commissioners at 6:15 on Tuesday before the Regular Business meeting. Chairman Traylor requested that all of the Board of Commissioners be in the picture for all of the Proclamations.

Vice-Chair Thrash noted that the litter/trash in Lamar County has gotten worse. She suggested that if someone comes into Lamar County and commits a crime, they should pick up trash as part of their probation. Vice-Chair Thrash said that at the new Eady Creek subdivision, someone dumped 24 mattresses, and on Silver Dollar Road, furniture was dumped on the side of the road. Chairman Traylor stated that there used to be no staff to pick up trash, then they allowed the staff to mow and pickup the trash, then they hired a contractor to mow and pickup trash twice a year, and then they hired another contractor for mowing, and thrash pickup three times a year. The current contractor wants another \$40,000.00 for extra mowing and trash pickup. County Administrator said that other counties have a supervisory fee for community service if the courts agree. Vice-Chair Thrash said that Judge Fears and Judge Wilson are on board with community service trash pickup. Chairman Traylor requested that County Administrator Townsend order trail cameras to be put on the roads that were hard hit with trash.

### **Adjournment**

Commissioner Fletcher made a motion to adjourn the Workshop meeting at approximately 4:27 p.m. Vice-Chairman Thrash seconded the motion. The motion passed unanimously.

THE LAMAR COUNTY BOARD OF COMMISSIONERS

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Ryran Traylor, Chairman

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Nancy Thrash, Vice-Chair

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Jarrold Fletcher, Commissioner

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Jason Lovett, Commissioner

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Ashley Gilles, Commissioner

Attest: \_\_\_\_\_ Carlette Davidson, County Clerk



**PUBLIC HEARING**  
**Lamar County**  
**Comprehensive Plan Update 2023-2043**  
**February 21<sup>st</sup>, 2023**  
**7:00 p.m.**

**Public Hearing #1**  
**By Three Rivers Regional Commission**

**Paul Jarrell, Project Lead for Three Rivers, gave a presentation on a Comprehensive Plan.**

**Why a Comprehensive Plan?**

- Establish a community-based, short and long-term vision for the future.
- Assess existing needs, conditions, and opportunities.
- Establish goals and strategies to guide future actions based upon a shared vision.
- Build upon previous planning efforts and initiatives.
- Formalize implementation plan.
- Qualify for permits, grants, and other funding programs.
- Comply with state planning requirements and maintain Qualified Local Government (QLG) status.
- State Law - Georgia Planning Act 1989.

**Planning Horizon**

- 20-year outlook
- 5-year community work program
- Intended to be updated as needed to account for economic, development, and/or environmental changes which impact the local community

**Comprehensive Plan Team**

- County and City Staff
- Consultant Team-TRRC Staff
- Steering Committee
- The Public
- Elected Officials

**Plan Steering Committee**

- To oversee, guide and participate in the development of the plan
- Must Include:
- At least one elected official
  - A member representing the economic development sector

The committee should include other local community stakeholders and citizens which represent and wide spectrum of interests.

### **Public Participation**

- Steering Committee – Community Stakeholders
  - Elected official
  - Economic development representative(s)
  - Other community appointees
- Open House and Community Visioning Event(s)
  - Citizen and stakeholder input
  - Community vision for the future
- Draft Plan Review
  - Local and regional stakeholder review

### **Plan Framework**

Topics within the plan include; Intergovernmental cooperation, economic development, housing, transportation, natural and cultural resources, community facilities and services, land use, and broadband expansion.

- Community Goals
  - Vision Statement
  - Goals
  - Policies
- Needs & Opportunities
  - SWOT Analysis
  - -List of Community
  - Needs and Opportunities
- Land Use
  - Character Areas
  - And Land Use
  - Narrative
- Community Work Program
  - Five-year action plan
  - Short-term activities

### **Planning Process Proposed Timeline of 2023.**

- First Public Hearing-February
- Form Steering Committee-March
- Public Events-March and April
- Steering Committee Meeting-March-July
- Plan Preparation-May-September
- Committee Work Program-August-October
- Second Public Hearing-October-November
- Submittal to TRRC and DCA for Regional-November
- Notification of Interested Parties-November
- DCA Approval and Report of Findings and Recommendations-November
- Plan Adoption-December

### **Public Comments**

Ricky Stephenson of 184 Jones Road, Milner, Georgia, addressed the board. Mr. Stephenson requested that the Board of Commissioners add the water back to the County from the City of Barnesville. He also asked that they paint the fire hydrants with a better color scheme because they do not show up at night.

Elaine Hallada of 131 Steeple Chase Barnesville, Georgia, addressed the board. Mrs. Hallada thanked Commissioner Gilles and Commissioner Lovett for meeting with her. She stated that she had hired a lawyer who knows all about land use in Georgia. Mrs. Hallada stated that President Biden had passed a bill where every community has to have equal opportunity housing in all counties, cities, and towns. She said that there is nothing in the Comprehensive plan for low-income housing, and they must provide space in these areas for low-income housing.

### **Adjournment**

Commissioner Lovett made a motion to adjourn the Public Hearing at approximately 7:19 p.m. Commissioner Fletcher seconded the motion. The motion passed unanimously.

### THE LAMAR COUNTY BOARD OF COMMISSIONERS

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Ryran Traylor, Chairman

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Nancy Thrash, Vice-Chair

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Jarrod Fletcher, Commissioner

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Jason Lovett, Commissioner

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Ashley Gilles, Commissioner

Attest: \_\_\_\_\_ Carlette Davidson

**Lamar County Board of Commissioners  
Regular Business Meeting  
February 21st, 2023**

Present for the meeting were Chairman Traylor, Vice-Chair Thrash, Commissioner Fletcher, Commissioner Lovett, Commissioner Gilles, County Administrator Townsend, County Clerk Davidson, and County Attorney Mayfield. The meeting was available via Zoom.

**I. Call to Order**

Chairman Traylor called the meeting to order at approximately 7:00 p.m.

**II. Pledge of Allegiance and Invocation**

Everyone said the Pledge of Allegiance. Pastor Ricky Brooks of the East Mount Sinai Baptist Church gave the invocation.

**III. Agenda Approval**

Vice-Chair Thrash made a motion to approve the agenda. Commissioner Fletcher seconded the motion. The motion passed unanimously.

**IV. Recess for Public Hearing**

Commissioner Gilles made a motion to recess for a Public Hearing. Commissioner Lovett seconded the motion. The motion passed unanimously.

**V. Reconvene the Public Hearing**

Commissioner Lovett made a motion to reconvene the Regular Business meeting. Commissioner Fletcher seconded the motion. The motion passed unanimously.

**VI. Minutes Approval**

Vice-Chair Thrash made a motion to approve the following three sets of minutes. Commissioner Gilles seconded the motion. The motion passed unanimously.

- i. Workshop Meeting 1-12-2023
- ii. Regular Business Meeting 1-17-2023
- iii. Special Called Meeting 1-19-2023
- iv. Lamar County Commissioners Planning Workshop & Retreat 1-26-1-27-2023

**VII. Ordinance 2023-02 Amendment for County Insurance**

Commissioner Gilles made a motion to approve Ordinance 2023-02 Amendment for County Insurance. Commissioner Lovett seconded the motion. The motion passed unanimously.

## **VIII. Comprehensive Plan Committee Appointment of Commissioner**

Vice-Chair Thrash made a motion to approve Commissioner Ashley Gilles to be the Comprehensive Plan Committee appointment for the Board of Commissioners. Commissioner Fletcher seconded the motion. Commissioner Gilles abstained from the vote. The motion passed 3-1.

## **IX. Administrator's Report**

County Administrator Townsend reported the following:

- i. Reported that revenues over expenses for the month of January should be at 8.33 percent but are at 6.11 percent.
- ii. Reported that the December cash flow is above forecast by 3.62 percent.
- iii. Reported on the gym renovations; HVAC units have been installed, finishing the wood framing and painting, and the week of February 27<sup>th</sup>, the new floors will be installed. The groundbreaking with the Commissioners should happen in March.
- iv. Reported that the Local Options Sales Tax (LOST) distribution for January was \$144,262.73.
- v. Reported that the Special Purpose Local Options Sales Tax (SPLOST) distribution for January was \$248,174.06.
- vi. Reported that the Transportation Special Purpose Local Options Sales Tax (TSPLOST) distribution for January was \$236,234.96.

Commissioner Lovett requested an overview of how the 1 percent sales tax ( penny) is collected, how the local internet shopping has changed, and its impact on Lamar County. County Administrator Townsend stated that LOST stands for Local Option Sales Tax. He explained that in July of 2021, shopping locally allowed for the 1 percent penny to be collected and distributed based on where the products purchased were being delivered. He stated that in 2012 the property tax was 64 percent of the budget, and as of 2023, it is 46 percent of the budget. The LOST, SPLOST, and TSPLOST collections have all increased based on purchases from the citizens and visitors in the community of Lamar County.

Chairman Traylor emphasized the importance of shopping locally and having items shipped to your home versus driving out of town to pick up an order. He stated that anyone who travels through or to Lamar County and buys gas, food, or any other item contributes to the sales tax collections, which help pave the roads in Lamar County and any other infrastructure needed.

## **X. Public Comments**

Harold Jackson of 132 Laurel drive addressed the board about his concerns with the trash pickup in Lamar County and the City of Barnesville. He learned from the City of Barnesville Manager Turner and one of the City of Barnesville Council members that a homeowner has four days to dump for free, but they need to know what four days a year this is. Mr. Jackson said that he is not going to pay a \$26.00 fee to dump trash at the County dump so he will put it on the street. He said the limb truck had been broken, and a new limb truck had been ordered. He tried to help clean up the trash in front of his home because the City of Barnesville looks

like a third-world country. Mr. Jackson said that he feels that those who pay County and City taxes are being discriminated against and should have the same privileges as those in the County. Mr. Jackson stated that he would like the four-day dumping issue and the dual tax question to be answered.

Elaine Hallada of 131 Steeple Chase addressed the board. Mrs. Hallada said that she also has to pay when she dumps at the county landfill and said the fees for a county resident has tripled. She also had concerns with those from out of state being allowed to dump at the Lamar County landfill. Chairman Traylor said they allow those outside of Lamar County to dump at the landfill. He also said that residents in the County who pay for trash pickup are permitted a maximum of 4000 lbs. per year to be dumped at the county landfill. Mrs. Hallada said she would also like the Water Authority re-instated at the county level.

## **XI. Round Table**

Commissioner Gilles announced that on Thursday, February 23<sup>rd</sup>, 2023, there would be a meeting regarding Bottoms Road and Turner Bridge Road at the Courthouse at 6:00 p.m.

Chairman Traylor thanked Vice-Chair Thrash for attending the Regular Business meeting even though she was sick with allergies. He also thanked Hatch Woodall, the son of Wright Woodall, for working on his Boy Scout Eagle Project and attending the meeting. Chairman Traylor thanked all of the members of the NAACP for attending the meeting. He thanked Mr. Jarrell with the Three Rivers for his work with the Comprehensive Plan. Chairman Traylor thanked everyone in attendance for being at the meeting and encouraged the citizens present to contact the Commissioners outside of the Regular Business meeting. He said that the Commissioners are working for you, and after the recent Board Retreat, he knows they have a great board. Chairman Traylor said that at the Workshop meetings, there is not a pebble unturned, and a lot of research is being done. He said that it is all for the community and the goal is to leave Lamar County better than they found it. Chairman Glass said that they have a great staff and some knowledgeable directors.

## **XII. Adjournment**

Commissioner Gilles made a motion to adjourn the Regular Business meeting at approximately 7:49 p.m. Vice-Chair Thrash seconded the motion. The motion passed unanimously.

THE LAMAR COUNTY BOARD OF COMMISSIONERS

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Ryran Traylor, Chairman

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Nancy Thrash, Vice-Chair

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Jarrold Fletcher, Commissioner

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Jason Lovett, Commissioner

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Ashley Gilles, Commissioner

Attest: \_\_\_\_\_ Carlette Davidson, County Clerk

# PROCLAMATION

**WHEREAS**, every year thousands of Georgia children are abused or neglected by their caretakers; and

**WHEREAS**, the Division of Family and Children Services is the state agency whose job is to step in and protect children from further damage; and protect strong families.

**WHEREAS**, Child Protective Services staff in Lamar County are dedicated to meeting the needs of children and improving family life; and building a prevention network of individuals, dedicated to preventing child abuse and neglect in all its forms.

**WHEREAS**, April is national Child Abuse Prevention Awareness Month. This event raises awareness of the role that caring connections play in strengthening communities. Each year, we encourage local community groups to generate public attention to raise people's awareness of the campaign.

**WHEREAS**, the 50 Pinwheels that are on display outside the Lamar County Court House this month represent the number of substantiated cases of Child Abuse and Neglect in Lamar County in 2023. The purpose of the pinwheels is a reminder to everyone that child abuse and neglect is a serious issue that is around us every day.

**NOW, THEREFORE**, help us celebrate the importance of social connections and join our work to strengthen social well-being, key indicator of overall health, and an essential factor in preventing child abuse and neglect. We the Board of Commissioners of Lamar County do declare and proclaim the month of April 2023, as Child Abuse Prevention Month in Lamar County and urge all our citizens to work together to make this year a safer one for children in our community.

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**Ryran Traylor-Chairman**

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**Nancy Thrash-Vice-Chairman**

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**Jarrod Fletcher-Commissioner**

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**Jason Lovett-Commissioner**

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**Ashley Gilles-Commissioner**

Attest: \_\_\_\_\_ **Carlette Davidson-County Clerk**



# PROCLAMATION

**Recognizing and Commending Gordon State College; and for Other Purposes.**

**WHEREAS**, Gordon State College is a public institution founded in 1852 and located in Barnesville, Georgia, with a campus size of 235 acres; and

**WHEREAS**, Gordon State College cultivates an enriching and supportive environment that prepares students and continues their educational career through a variety of baccalaureate, Postbaccalaureate, and professional degrees; and

**WHEREAS**, this is achieved through a diverse faculty and staff, modern technology, and a thriving campus life to engage the students, such as music and theatre productions, student art shows, movies, dances, clubs, and intramural sports; and

**WHEREAS**, Gordon State College serves approximately 3,100 students with a student ratio of 20:1; students are offered an immediate academic setting where they can receive the individualized attention that only a community college of this size can provide; and

**WHEREAS**, Gordon State College distinguishes itself by offering strong programs in general education, business, fine arts, and health care education, with more than 26 programs of study; and

**WHEREAS**, the opportunities created at Gordon State College will lead students to develop job skills that will provide value to hiring companies beginning on the first day of employment; and

**WHEREAS**, Gordon State College’s outstanding milestones could only be achieved through the determination and loyalty of the students and the strong leadership of Dr. Kirk Nooks As president.

**WHEREAS**, Lamar County serves as one of the 14-County Primary Service Regions for Gordon State College. Barnesville is our hometown partner and supporter which makes this accomplishment a community win!

**WHEREAS**, Club Football started 3 years ago under the leadership of Coach Kevin Adkins. The Highlanders won back-to-back championships in 2021 and 2022. Coming off winning the 2021 South Atlantic Conference Championship, The Highlanders came in as the preseason favorite to win another conference championship and to contend for a national championship. The Gordon State College Club Football team are the 2022 National Club Football Association (NCFA) National Champions after a 35-15 defeat over Ohio State University Buckeyes at the Dec 3 championship game in Waynesburg, Pennsylvania. NCFA announced individual awards to four Highlanders including Bowl Game MVP, Defensive POY, Assistant of the Year, and Freshman of the Year.

**NOW, THEREFORE, BE IT RESOLVED BY LAMAR COUNTY** that the members of this body recognize and commend Gordon State College for its lasting impact on its students and the community.

**NOW IT FURTHER RESOLVED** that **LAMAR COUNTY** is authorized and directed to make an appropriate copy of this resolution available for distribution to Dr. Kirk Nooks, President of Gordon State College.

\_\_\_\_\_  
**Ryran Traylor-Chairman**

\_\_\_\_\_  
**Nancy Thrash-Vice-Chairman**

\_\_\_\_\_  
**Jarrold Fletcher-Commissioner**

\_\_\_\_\_  
**Jason Lovett-Commissioner**

\_\_\_\_\_  
**Ashley Gilles-Commissioner**

**Attest:** \_\_\_\_\_ **Carlette Davidson-County Clerk**



# PROCLAMATION

## *IN RECOGNITION OF CLINT WILLIAMSON GHSA 1A STATE WRESTLING CHAMPION*

**WHEREAS**, Clint Williamson is a Junior at Lamar County High School; and

**WHEREAS**, Clint is a three-sport athlete who never complains about hard work practicing four weeks during the summer and sixteen weeks of regular season practices; and

**WHEREAS**, Clint recently wrestled in the Georgia High School Association (GHSA) 1A (285-pound class) where he compiled a record of 33-5 against some of the toughest competitors in the State winning two straight region titles and a sectional title; and

**WHEREAS**, Clint's hard work, determination and talent earned him the title of GHSA State 1A Wrestling Champion and Lamar County's first ever State Wrestling Champion; and

**WHEREAS**, Clint is coached by Mike Powell and Hunter Hardin. Coach Powell said Clint performs inside and outside the classroom with integrity and embodies what a coach looks for in a student athlete; and

**WHEREAS**, athletics and coaches teach students teamwork, sportsmanship, self-discipline and self-confidence. However, a strong family foundation teaches children to become responsible adults and productive citizens. Clint has the love and support of his parents, Brandon and Crystal Williamson, his sister Carly and his biggest fan, Grandmother Sue Williamson; and

**WHEREAS**, the Lamar County Board of Commissioners and citizens of Lamar County hereby recognize and honors CLINT WILLIAMSON for winning the GHSA State 1A Wrestling Championship title and notes his place in history as the first to win this distinguished title.

**THEREFORE, BE IT RESOLVED THIS 21<sup>st</sup> DAY OF MARCH, 2023.**

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**RYRAN TRAYLOR, Chairman**

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**NANCY M. THRASH, Vice Chair**

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**JERROD FLETCHER, Commissioner**

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**ASHLEY GILLES, Commissioner**

**JASON LOVETT, Commissioner**

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**Carlette Davidson, County Clerk**

**LAMAR COUNTY BOARD OF COMMISSIONERS  
ORDINANCE NO.2023-03**

**AN ORDINANCE FOR THE PURPOSE OF REZONING PROPERTY IN LAMAR  
COUNTY, GEORGIA, AND TO AMEND THE OFFICIAL ZONING MAP OF LAMAR  
COUNTY, GEORGIA**

WHEREAS, the Board of Commissioners of Lamar County, Georgia (hereinafter “County”) under the authority of its County Code and the Constitution and Laws of the State of Georgia, is empowered by virtue of its police power to regulate the health, safety and welfare of the citizens of the County, and to provide for and enact zoning and developmental regulations; and

WHEREAS, the County has enacted the current Zoning Ordinance of the County and thereby adopted the Official Zoning Map of the County; and

WHEREAS, under the Zoning Ordinance of the County and the Official Zoning Map of the County, the within described property is currently classified A-R (Agricultural-Residential); and

WHEREAS, on February 6, 2023, Adam Todd Laney, initiated an application to change the zoning classification of the within described property to C-2 (Highway Commercial); and

WHEREAS, notice of this application, public hearings, and action was properly advertised in the legal organ, a sign was placed on the subject property, and letters describing the application and hearing dates were sent to property owners within 300’ of the subject property; and

WHEREAS, a public hearing was held on March 9, 2023, and the application was reviewed by the Lamar County Planning Commission, and a second public hearing on the application was conducted by the County on March 21, 2023, pursuant to O.C.G.A. §33-66-1, *et seq.* and local ordinances at the Lamar County Courthouse; and

WHEREAS, the Board of Commissioners considered the proposed amendment, all alternate proposals or amendments, the report of the Planning Commission, and all data and evidence taken at both public hearings; and

WHEREAS, it is deemed by the County that rezoning the within described property and amending the Official Zoning Map of the County is in conformance with the sound comprehensive planning principles, of substantial benefit to the public, and in promotion of the best interest and general welfare of the people of the County; Now, therefore,

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF LAMAR COUNTY,  
GEORGIA:

**Section 1:** The Zoning Ordinance of Lamar County, Georgia, and the Official Zoning Map of Lamar County, Georgia, designating the boundaries of several types or classes of zoning districts within the County, shall be, and are hereby amended so as to change the zoning classification applicable to the following described property:

All that lot, tract, or parcel of land situate, lying, and being in Land Lot 53 of the 7<sup>th</sup> Land District of Lamar County, Georgia, and being more particularly described as Parcel B, containing 5.0 acres, more or less, on that plat of survey entitled “A Boundary Retracement and Partitioning Survey for Estate of J.W. Stocks”, prepared by Steven A. Coleman, Georgia RLS #2690, dated August 17, 2020, and recorded in Plat Book 16, Pate 770, Lamar County, Georgia Superior Court records. Said plat, together with the metes, bounds, courses and distances shown thereon, is hereby incorporated into and made a part of this description as if set out fully herein. Also identified as Lamar County Tax Map 037, Parcel 010A.

From A-R (Agricultural-Residential) to C-2 (Highway Commercial)

Subject to the following conditions:

- Leave existing undisturbed buffer along back corner of property
- Install privacy fence along rear property line from Country Kitchen Road to start of existing tree buffer

**Section 2:** The Official Zoning Map of the County is hereby amended to reflect such zoning classification for the within described property.

**Section 3:**

- A. It is hereby declared to the intention of the Board of Commissioners that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their enactment, believed by the Board of Commissioners to be fully valid, enforceable and constitutional.
- B. It is hereby declared to the intention of the Board of Commissioners that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other Section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Board of Commissioners that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.
- C. In the event of any section, paragraph, sentence, clause or phrase of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional, or otherwise unenforceable by the valid judgement or decrees of any court of competent jurisdiction, it is the express intent of the Board of Commissioners that such invalidity, unconstitutionality, or unenforceability shall, to the greatest extent allowed by law, not

render invalid, unconstitutional or otherwise unenforceable any of the remaining sections, paragraphs, sentences, clauses, or phrases of the Ordinance and that, to the greatest extent allowed by law, all remaining sections, paragraphs, sentences, clauses or phrases of the Ordinance shall remain valid, constitutional, enforceable, and full force and effect.

**Section 4:** Repeal of Conflicting Provisions. Except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**Section 5:** Effective Date. This ordinance shall become effective immediately upon its adoption by the Board of Commissioners of Lamar County, Georgia.

SO ORDAINED, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
RYRAN TRAYLOR, Chairman

ATTEST:

\_\_\_\_\_  
CARLETTE DAVIDSON, County Clerk

**LAMAR COUNTY BOARD OF COMMISSIONERS  
ORDINANCE NO.2023-04**

**AN ORDINANCE FOR THE PURPOSE OF REZONING PROPERTY IN LAMAR COUNTY, GEORGIA, AND TO AMEND THE OFFICIAL ZONING MAP OF LAMAR COUNTY, GEORGIA**

WHEREAS, the Board of Commissioners of Lamar County, Georgia (hereinafter “County”) under the authority of its County Code and the Constitution and Laws of the State of Georgia, is empowered by virtue of its police power to regulate the health, safety and welfare of the citizens of the County, and to provide for and enact zoning and developmental regulations; and

WHEREAS, the County has enacted the current Zoning Ordinance of the County and thereby adopted the Official Zoning Map of the County; and

WHEREAS, under the Zoning Ordinance of the County and the Official Zoning Map of the County, the within described property is currently classified R-1 (Residential 1); and

WHEREAS, on February 1, 2023, Francisco Mena, initiated an application to change the zoning classification of the within described property to A-R (Agricultural-Residential); and

WHEREAS, notice of this application, public hearings, and action was properly advertised in the legal organ, a sign was placed on the subject property, and letters describing the application and hearing dates were sent to property owners within 300’ of the subject property; and

WHEREAS, a public hearing was held on March 9, 2023, and the application was reviewed by the Lamar County Planning Commission, and a second public hearing on the application was conducted by the County on March 21, 2023, pursuant to O.C.G.A. §33-66-1, *et seq.* and local ordinances at the Lamar County Courthouse; and

WHEREAS, the Board of Commissioners considered the proposed amendment, all alternate proposals or amendments, the report of the Planning Commission, and all data and evidence taken at both public hearings; and

WHEREAS, it is deemed by the County that rezoning the within described property WITH CONDITIONS and amending the Official Zoning Map of the County is in conformance with the sound comprehensive planning principles, of substantial benefit to the public, and in promotion of the best interest and general welfare of the people of the County; Now, therefore,

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF LAMAR COUNTY,  
GEORGIA:**

**Section 1:** The Zoning Ordinance of Lamar County, Georgia, and the Official Zoning Map of Lamar County, Georgia, designating the boundaries of several types or classes of zoning districts



within the County, shall be, and are hereby amended so as to change the zoning classification applicable to the following described property:

All that tract or parcel of land lying and being in Land Lot 153 of the 3<sup>rd</sup> District of Lamar County, Georgia, being Phase 2 of Magnolia Farms Subdivision, and being more particularly described as follows:

Commencing at the common corner of Land Lots 152, 153, 168, and 169 thence south 02 degrees 03 minutes 52 seconds east a distance of 670.81 feet to a rebar set, which point is the point of beginning, thence south 02 degrees 03 minutes 52 seconds east a distance of 791.43 feet to a rock found; thence south 89 degrees 22 minutes 03 seconds west a distance of 2279.30 feet to a rebar set; thence north 27 degrees 16 minutes 24 seconds west a distance of 62.54 feet to a rebar set; thence north 62 degrees 43 minutes 36 seconds east a distance of 451.00 feet to a rebar set; thence north 27 degrees 16 minutes 24 seconds west a distance of 23.27 feet to a rebar set; thence north 63 degrees 16 minutes 24 seconds west a distance of 269.56 feet to a rebar set; thence north 62 degrees 43 minutes 36 seconds east a distance 258.50 feet to a rebar set; thence with a curve turning to the right with an arc length of 39.27 feet with a radius of 25.00 feet, with a chord bearing of south 72 degrees 16 minutes 24 seconds east, with a chord length of 35.36 feet, to a rebar set; thence north 62 degrees 43 minutes 36 seconds east a distance of 60.00 feet to a rebar set; thence south 27 degrees 16 minutes 24 seconds east a distance of 290.68 feet to a rebar set; thence north 59 degrees 00 minutes 24 seconds east a distance of 124.37 feet to a  $\frac{3}{4}$  inch open top pipe found; thence south 77 degrees 30 minutes 59 seconds east a distance of 536.82 feet to a rebar set, which point is the point of beginning, having an area of 32.36 acres.

Also identified as Lamar County Tax Map 52, Parcel 015.

From R-1 (Residential-1) to A-R (Agricultural-Residential).

Limited to the permitted uses in A-R as of this day (Exhibit A) subject to the following conditions:

- No Manufactured Homes
- No Local, State, or Federal Buildings
- No publicly owned and operated park or recreation area
- No commercial poultry house
- No utility substation
- No private cemetery
- No home business that is the base of operations for large equipment companies
- No hunting/deer camps
- No small scale Agritourism
- No signs
- Underground utilities north of the pipeline if available through the utility company
- A paved or concrete driveway that matches the length of the neighboring property owners
- Curb cutout at street
- Landscaping north of the pipeline that is in line with neighboring property owners
- A 35' vegetative buffer along the north property line

**Section 2:** The Official Zoning Map of the County is hereby amended to reflect such zoning classification for the within described property.

**Section 3:**

- A. It is hereby declared to the intention of the Board of Commissioners that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their enactment, believed by the Board of Commissioners to be fully valid, enforceable and constitutional.
- B. It is hereby declared to the intention of the Board of Commissioners that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other Section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Board of Commissioners that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.
- C. In the event of any section, paragraph, sentence, clause or phrase of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional, or otherwise unenforceable by the valid judgement or decrees of any court of competent jurisdiction, it is the express intent of the Board of Commissioners that such invalidity, unconstitutionality, or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining sections, paragraphs, sentences, clauses, or phrases of the Ordinance and that, to the greatest extent allowed by law, all remaining sections, paragraphs, sentences, clauses or phrases of the Ordinance shall remain valid, constitutional, enforceable, and full force and effect.

**Section 4:** Repeal of Conflicting Provisions. Except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**Section 5:** Effective Date. This ordinance shall become effective immediately upon its adoption by the Board of Commissioners of Lamar County, Georgia.

SO ORDAINED, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
RYRAN TRAYLOR, Chairman

ATTEST:

\_\_\_\_\_  
CARLETTE DAVIDSON, County Clerk

## EXHIBIT A

**Sec. 504. Permitted uses.**

- (a) The following principal and accessory uses are permitted in A-R districts:
- (1) Site-built single-family, industrialized, or class A manufactured detached dwelling with a floor space of at least one thousand four hundred (1,400) square feet.
  - (2) Local, state, or federal government building.
  - (3) Crop farming, fisheries and aquaculture, forestry.
  - (4) Livestock: Must have five (5) acres or more, all structures must be set back at least twenty (20) feet from property lines.
  - (5) Publicly owned and operated park or recreation area.
  - (6) Equine animals and other pasture raised animals: Must have five (5) acres or more. One (1) equine animal per acre of pasture land is permitted.
  - (7) Commercial poultry house meeting the following development standards:
    - a. Commercial poultry houses must be placed at least three hundred (300) feet from the property lines unless the adjoining property is zoned other than agricultural-residential, then five hundred (500) feet from the property line. A vegetative buffer must be maintained between the poultry houses and the side and back property lines.
    - b. A one hundred (100) foot natural buffer will be maintained from state waters.
    - c. A plat will be attached to the permit application and will show the following:
      1. All adjoining property owners.
      2. Wetlands.
      3. State waters.
      4. Residential wells.
      5. Existing structures.
      6. The proposed location of the poultry houses.
  - (8) Utility substation meeting the following development standards:
    - a. Structures must be placed at least thirty (30) feet from all property lines.
    - b. Structures must be enclosed by a woven wire fence at least eight (8) feet high, with bottom of fence either flush with the ground or with a masonry footing.
    - c. No vehicles or equipment may be stored on the lot.
    - d. A buffer must be maintained along the side and rear property lines.
  - (9) Private cemetery, one (1) acre or less: Parent parcel must be at least ten (10) acres.
  - (10) Home occupation, as defined in section 202.
  - (11) Hunting/Deer Camps: Only allowed when ratio is one (1) hunter per twenty (20) acres or more and have the following requirements:
    - a. Have letter of approval/lease agreement from owner of the property for the deer camp;

- b. Have letter of approval from GDOT (Georgia Department of Transportation) or county road department for driveway culvert;
  - c. Have approval from environmental health for septic system/number of privies;
  - d. Have plan for camp with number of spaces for campers/tents and privies;
  - e. Have plan for electrical power pole and wiring for each camper site;
  - f. Camp sites may not be inhabited for more than thirty (30) consecutive days or sixty (60) days per annum;
  - g. Camp must be completely screened from road and from adjoining property owners;
  - h. Any changes to approved plan shall be reviewed and approved by the zoning administrator.
- (12) Agritourism, small scale: See section 506 for requirements.
- (13) Structures used in the personal enjoyment of the property owner: Examples include private swimming pools, tennis courts, children's playhouses, etc. All structures must be placed at least five (5) feet from the side and back property line. None are allowed in front of the main dwelling, unless given an administrative variance by the administrative officer.
- (14) Structure for the storage of equipment and supplies used in maintaining the principal building, its grounds, and/or its agricultural activities.
- (15) The parking of unoccupied travel trailers, motor coaches, or pleasure boats.
- (16) Sign as permitted by the Lamar County Sign Ordinance (Appendix F).
- (17) Camper or motor home for temporary living quarters at construction site meeting the following development standards: The temporary home must be located in the rear of the property; a valid building permit must be in place for the building under construction.
- (18) Guest quarters meeting the following development standards:
- a. No more than one (1) is permitted on a lot with another dwelling.
  - b. It is permitted only within a rear yard and must be set back at least forty (40) feet from all property lines.
  - c. Property must be at least two (2) acres.
  - d. Guest quarters must be stick built, smaller in size than the main dwelling and must meet minimum standard building codes.
  - e. Manufactured homes, campers, travel trailers, or modified busses may not be used as guest quarters.
  - f. Property owner must live onsite.

## CONTRACT FOR PROBATION SUPERVISION SERVICES

Pursuant to O.C.G.A. 42-8-101(a)(1), Lamar County, Georgia (hereinafter referred to as the "County"), the Superior Court of Lamar County, Georgia (hereinafter referred to as "Court"), and CSRA Probation Services, Inc. (hereinafter referred to as the "Contractor") do hereby agree and contract that:

### 1. SCOPE OF SERVICES

The Contractor shall provide the following probation services and programs for the Superior Court of Lamar County, Georgia to-wit:

- A. Comply with the uniform contract standards (O.C.G.A. 42-8-107) and all standards and qualifications as set forth by the Misdemeanor Probation Oversight Unit.
- B. Staff Qualifications for probation officers will meet or exceed uniform professional standards set forth in O.C.G.A. 42-8-107. Staff qualifications for administrative, intern, or volunteer staff will meet or exceed the requirements set forth in Department of Community Supervision Board Rule 105-2-.09.
- C. Criminal records checks will be completed on all staff as set forth in O.C.G.A. 35-3-34.
- D. All newly hired probation officers will receive a 40-hour initial orientation and all probation officers will receive 20 hours of annual in-service continuing education. (Probation/Parole officers who have previously completed a basic course of training certified by the Georgia Peace Officers Standards and Training Council or private probation officers employed by a private probation company for at least six months as of July 1, 1996, are exempt from the 40-hour initial orientation). All newly hired administrative employees, agents, interns, or volunteers will complete a 16-hour initial orientation program within 6 months of appointment and 8 hours of annual in-service continuing education training program.
- E. Maintain individual files for each offender participating in the Contractor's programs. The files will be maintained in a secured area, in a locked file cabinet or safe.
- F. Provide timely and prompt reports as are, or may be, required by the Court during the period of the contract, which include but are not limited to statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services.
- G. Make fiscal and program records available within ten (10) working days for review of procedures and the maintaining of financial records reflective of good business practices.
- H. Bill the offender for program services provided on such forms and in such a manner to conform to acceptable business practices. The accuracy of billing is to be confirmed by providing a copy of the services and attending costs to the offender.  
Current program services/costs are outlined in Exhibit A, Cost/Fee Schedule.
- I. Submit monthly reports to the Court and County on the amount of Court fines, costs and restitution Court ordered and collected from the Offender. The report

include the services provided, the total dollar amount applied to Court ordered fines, restitution, and other conviction-related costs. The monthly reports shall be provided to the Court and County by the tenth (10th) day of the following month.

- J. Tender all Court fines, costs and restitution ordered and collected during the month from the offender to the County by the 10th day of the following month. Collect and tender all GCVEF payments to the state as mandated by law.
- K. Comply with all laws regarding the confidentiality of offender's records.
- L. Not attempt to profit from any fines, restitution, or court costs collected from the offenders.
- M. Collect all fines, costs, and restitution as sentenced and the amount is to be paid at a date later than the date of sentencing provided the Court orders the amount to be collected by CSRA Probation Services, Inc. A probation fee of forty-five (\$45.00) dollars per month may be assessed against the offender, to be collected by CSRA Probation Services, Inc. for each month of probation until that case expires or is terminated. Payment of said fees shall conform with O.C.G.A. 42-8-103 (pay-only probation) which states that fees shall be capped at three (3) months of ordinary fees unless other named statutory circumstances exist.
- N. Provide an ongoing monitoring program that accounts for activities of offenders serving their sentence and provide delinquency reports to the Court advising of violations and proceed with revocation procedures based on the direction of the Court.
- O. Indigent offenders may apply to be exempted from paying a supervision fee if the offender claims that such fee will cause unreasonable or undue hardship. The exempting authority shall be the sentencing Judge based on the ability to pay per O.C.G.A. 42-8-102.
- P. Shall maintain bonding levels and insurance as required by law, to include a surety/fidelity bond in the amount of not less than one hundred thousand dollars (\$100,000.00) as security for the satisfactory performance of the Contract and provide general liability insurance coverage in the amount of not less than one million dollars (\$1,000,000.00).
- Q. Caseload Levels: actively supervised caseloads will not exceed 300 per probation officer. All probationers are required to report in person a minimum of once per month with exceptions being per Court order, out of state, or out of area with the Court's approval. Out-of-area reporting shall report by telephone, Smartphone App, online or written report a minimum of once per month.
- R. Violations of Probation shall be reported to the Court by Delinquency Report, Warrant, or as designated by the Court and shall be handled in a manner as directed by the Court.
- S. Consecutive cases: Per O.C.G.A. 42-8-103.1(b), each case will be reviewed after twelve (12) consecutive months of probation as required by statute, and every four (4) months thereafter for the possibility of early termination recommendation.



## 2. CONTRACT TERMS

The Court shall designate CSRA Probation Services, Inc. as the exclusive private entity to coordinate and provide direct probation and program services to misdemeanor offenders sentenced under the jurisdiction of the Court during the term of this Agreement. The provisions enumerated in this Contract shall be deemed valid in so far as they do not violate any county, state, or federal laws.

This agreement shall be binding on the parties hereto for a period of one year commencing on January 1, 2023 and shall expire on January 1, 2024. Notwithstanding the date of the expiration of the Contract, this Contract shall automatically renew under the same terms and conditions as provided for herein unless written notice by certified mail (return receipt requested) to the contrary is directed to the other party thirty (30) days prior to the date of expiration. This agreement is limited to a maximum of four (4) annual extensions and will expire on December 31, 2027.

The Court may terminate this agreement if CSRA Probation Services, Inc. becomes insolvent or files for protection under any chapter of the U.S. Bankruptcy Code. Either party may terminate this contract for default by giving the other party written notice by certified mail (return receipt requested) thereof, specifying each particular default. If the party in fault fails to cure or take reasonable steps to cure the default within thirty (30) days after receipt of notice, the other party may declare the Contract terminated effective upon receipt of notice thereof.

Neither the Court nor the Governing Authority shall be liable to CSRA Probation Services nor to anyone who may claim a right resulting from any relationship with CSRA Probation Services, for any acts of CSRA Probation Services, its employees, agents or participants in the performance of services. CSRA Probation Services shall indemnify and hold harmless the Court and Governing Authority, from any claims, demands, actions, proceedings, expenses, damages, liabilities or losses (including but not limited to attorney's fees and court costs) and any causes of action arising from any acts or omissions arising out of or in connection with the services performed by CSRA Probation Services or its employees and agents under the terms of this Agreement.

No amendment or modification to this Contract or any waiver of any provision hereof shall be effective unless made in writing and signed by all parties hereto.

All notices under the Agreement will be in writing and will be delivered by personal service, facsimile or certified mail postage prepaid, or overnight courier to such address as may be designated from time to time by the relevant party, which initially shall be the address set forth below:

**County**  
408 Thomaston St.  
Barnesville, GA 30204

**CSRA Probation Services, Inc.**  
802D Oakhurst Dr.  
Evans, GA 30809

EXHIBIT A  
COST AND FEE SCHEDULE

**STANDARD MONITORING SERVICES**

<b>SERVICE</b>	<b>RATE</b>
Probation Supervision Fee	\$45/month
Pre-trial Diversion Supervision Fee	\$45/month
Case Set-up Fee	\$15.00
Drug Testing	\$25/test
Lab Confirmation	\$25/confirmation
Electronic Monitoring RF	\$25 install fee, \$8/day
Electronic Monitoring - GPS Active	\$25 install fee, \$10/day
Alcohol Monitoring – Random	\$5 (combined w/ RF)
Alcohol Monitoring – Continuous (SCRAM)	\$25 install fee, \$12/day
Bond Supervision Fee	\$45/month

**GROUP PROGRAM / EDUCATIONAL SERVICES**


<b>SERVICE</b>	<b>RATE</b>
ACCI Offender Education Workbook Course	\$60/course




IN WITNESS THEREOF, the parties hereto have executed this contract on this the 3<sup>rd</sup> day  
of January, 2023.

ATTEST:

BY: \_\_\_\_\_  
Chairman  
Lamar County Board of Commissioners

BY:  \_\_\_\_\_  
Chief Judge Thomas H. Wilson  
Lamar County Superior Court

BY:  \_\_\_\_\_  
Ginny D. Kent  
Chief Executive Officer  
CSRA Probation Services, Inc.



## **CONSULTANT MASTER SERVICES AGREEMENT**

**THIS AGREEMENT** ("Agreement"), effective \_\_\_\_\_, is made between Lamar County, Georgia, incorporated pursuant to the laws of the State of Georgia with an office at 408 Thomaston Street, Suite E, Barnesville, Ga., 30204 ("Owner") and EXP U.S. Services Inc., incorporated pursuant to the laws of Delaware with an office in 268 Ceburn Kicklighter Road, Reidsville, GA 30453 ("EXP").

**WHEREAS** Owner wishes to retain the Consultant to provide Engineering, Planning and Design consulting services on an On Call Basis described herein and the Consultant wishes to provide the services to the Owner, on the terms and subject to the conditions set out in this Agreement.

**NOW THEREFORE**, in consideration of the mutual undertakings and subject to the terms contained in the Agreement, the parties agree as follows:

### **1. SERVICES**

The Owner retains the Consultant under this Master Services Agreement to provide task work order based planning, design and construction engineering and inspection related services for Owner.

### **2. REMUNERATION**

In consideration of the provision of the Services by the Consultant, the Owner agrees to pay the Consultant the rates in the amount set forth in Schedule B ("Fees"). Consultant will also provide a task work order for defined projects as they come up.

The Consultant shall submit progress invoices on a monthly basis. The Owner shall notify the Consultant within seven (7) days receipt of the invoice if it disputes any portion of the invoice. The Owner shall pay the undisputed portion of each invoice submitted to it within thirty (30) days of receipt. If the invoice is not paid within thirty (30) days, interest shall accrue on any overdue amounts at a rate of 1% per month, (12%) per year.

### **3. RELATIONSHIP OF THE PARTIES**

In providing the Services, the Consultant shall act as an independent contractor and only to the extent and for the specific purpose described in this Agreement. Neither the Consultant nor any of its directors, officers, employees or agents shall be construed as agents or employees of the Owner.

### **4. PERMITS, UTILITIES AND ACCESS**

The Owner shall apply for and obtain all required permits and licenses required for the Project unless provided otherwise in the Consultant's proposal.

The Owner shall provide the Consultant with the available location of all underground utilities and structures in the vicinity of the work area. The Consultant and Owner shall use their best efforts and due diligence to allow the Services to be completed which includes, but not limited to, providing access to the work site and conducting work underground.

### **5. STANDARD OF CARE**

The Consultant shall perform the Services with a level of skill and care consistent with the procedures, protocols and practices generally accepted in the Consultant's profession for use by practitioners in similar engagements. The Consultant will use commercially reasonable efforts to provide the Services in accordance with all relevant local, provincial and federal laws, regulations, codes, guidelines and standards

that are applicable at the time the Consultant provides the Services, and shall not be liable to the Owner for failure to do so unless such noncompliance is due to the negligence or willful misconduct of the Consultant.

Employees or other persons retained by the Consultant to perform the Services will have the necessary skills, training and qualifications to provide the Services in accordance with the provisions of this Agreement.

The Consultant has the power and authority to enter into and carry out all of its obligations under this Agreement.

## **6. OWNERSHIP AND INTELLECTUAL PROPERTY**

All information, material and Intellectual Property Rights, as defined herein, acquired, developed or prepared by the Consultant pursuant to this Agreement shall be the sole and exclusive property of the Owner upon full payment of the Services performed. The Owner releases the Consultant from liability and agrees to defend, indemnify, protect and hold harmless the Consultant from any and all claims, liability, damages or expenses arising, in whole or in part, from unauthorized use. "Intellectual Property Rights" means any copyright, trademark, patent, registered design, design right, topography right, service mark, application to register any of the rights, trade secrets, rights in unpatented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world.

## **7. CONFIDENTIALITY**

The Consultant shall use reasonable efforts to maintain confidential and secure, all material, information and documentation provided to the Consultant, whether obtained directly or indirectly from the Owner, or belonging to the Owner and in the possession or under the control of the Consultant pursuant to this Agreement. Such confidentiality obligation shall not apply if such material, information or documentation is within the public domain, previously known to the Consultant, obtained from third parties without violating any confidential agreement or required to be produced by the Consultant pursuant to any law or court order. In the event that any material, information or documentation is required by the Consultant as stated above, the Consultant shall promptly give notice to the Owner.

## **8. REPORTS**

The Owner agrees that any use of or reliance upon any report prepared by the Consultant or its subconsultants (collectively "Report") by a third party are the responsibility of the third party. The Consultant accepts no responsibility for any damages that may be suffered by the third party as a result of decisions made or action taken based upon the Report.

The Owner agrees that the Report is prepared for the account and benefit of the Owner and that the material in the Report will reflect the Consultant's best judgment in light of the information made available to it by the Owner at the time of the preparation of the Report.

The Consultant shall not be liable for the consequences of any amendments, revisions, modifications or alterations made by the Owner to the Report without the consent of the Consultant.

## **9. INDEMNIFICATION**

The Owner agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants against all damages, liabilities or costs (including legal fees) arising out of or in any way connected with the Project, excepting those damages, liabilities or costs attributable to the negligent acts or omissions by the Consultant or those parties for whom the Consultant is responsible at law.

The Consultant agrees to indemnify and hold harmless the Owner, its officers, directors, employees and agents against all damages, liabilities or costs (including legal fees) to the extent arising out of or in any way connected with the Services under this Agreement, excepting those damages, liabilities or costs attributable to the negligent acts or omissions by the Owner or those parties for whom it is responsible at law.

The Consultant shall have no liability for the activities of any contractor, subcontractor, supplier or their respective employees or agents on the Project unless retained by the Consultant.

In no event will either party be liable to the other for such other party's loss of profit and lost revenues or for any special, indirect, incidental or consequential damages arising out of this agreement.

#### **10. LIMITATION OF LIABILITY**

In recognition of the relative risks and benefits of the project to both the Owner and Consultant, the parties agree, to the fullest extent permitted by law, to limit the aggregate liability of Consultant, its parent, affiliates and subcontractors, and their respective directors, officers, employees and agents, to \$50,000 or the remuneration for the Services, whichever is greater. This limitation of liability shall apply to all suits, claims, actions, losses, costs and damages of any nature, including but not limited to legal fees and expenses, arising from or related to this Agreement without regard to the legal theory under which such liability is imposed.

#### **11. ENVIRONMENTAL CONDITIONS**

The Owner shall be responsible for the environmental condition of the Project. The Owner shall be responsible for and promptly pay for the removal and lawful disposal of contaminants, hazardous materials, asbestos, samples and cuttings unless otherwise agreed in writing. The discovery of such conditions on the Project shall result in the issuance of a change order to the extent that the Services are impacted.

#### **12. FORCE MAJEURE**

Notwithstanding any other provision in this Agreement, failure or delay in performance by either party of any term of this Agreement shall be excused to the extent caused by an event beyond such party's reasonable control, provided the party: (i) notifies the other in writing as soon as reasonably possible; (ii) provides reasonable detail of the commencement and nature of such a cause; and (iii) uses its best efforts to render performance in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available.

#### **13. INSURANCE**

The Consultant shall maintain the following insurance policies for the duration of the Agreement:

**Professional Liability Insurance** - for errors and omissions in the performance or failure to perform professional services contemplated in this Agreement, in the amount of \$1,000,000 per claim and in the aggregate;

**Commercial General Liability Insurance** – in the amount of \$1,000,000 per occurrence and in the aggregate.

The Owner shall be named as an additional insured on the Commercial General Liability Insurance policy as its interest may appear.

#### 14. **DISPUTES**

Any dispute arising under this Agreement shall first be resolved by taking the following steps. A successive step shall be taken if the issue is not resolved at the preceding step: (i) by negotiation between the technical and contractual personnel for each party; (ii) by negotiation between executive management of each party; (iii) by mediation; (iv) by arbitration if both parties agree; and (v) through the courts in the jurisdiction where the Project is located.

#### 15. **TERMINATION**

Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time, in whole or in part, by providing written notice of termination to the other party. Except as otherwise mutually agreed by the Owner and the Consultant, termination shall be effective immediately on notice being received if termination is made by one party where the other party is in material breach of its obligations in this Agreement and otherwise thirty (30) days from receipt of the notice. The Owner shall compensate the Consultant for work properly performed (including demobilization) and reasonable expenditures incurred in connection with this Agreement up to and including the date of any such termination.

#### 16. **NOTICES**

Any notice or other communication required to be given under the Agreement shall be in writing and delivered by courier, fax, email or registered mail, addressed as follows:

If to Owner:

Lamar County, Georgia  
408 Thomaston Street, Suite E  
Barnesville, GA 30204

**Attention:** Mr. Sean Townsend, County Administrator

If to Consultant:

Exp US Services Inc.  
268 Ceburn Kicklighter Road  
Reidsville, GA 30453

**Attention:** Mr. Ritchie Swindell

If delivered by courier, fax or email, any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a business day, on the next following business day). If mailed, any such notice or other communication shall be deemed to have been given and received on the third business day following the date of mailing; provided, however, that if at the time of mailing or within three business days thereafter a labour dispute or other event occurs, which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication made under this Agreement shall be delivered or transmitted by fax as provided in this section.

A party to this Agreement may change its address for the purpose of this Section by giving the other party notice of such change of address in the manner provided in this Section.

## 17. **MISCELLANEOUS**

Neither party shall assign its interest in this Agreement without the written consent of the other.

No waiver of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by the party purporting to give such waiver and, unless otherwise provided, will be limited to the specific breach waived.

This Agreement includes the attached Schedules A and B embodies the entire agreement with regard to the Services. This Agreement supersedes any understanding or agreement, collateral, oral or otherwise, existing between the parties at the date of execution.

All paragraphs, terms and conditions of this Agreement are severable, and the invalidity, illegality, or unenforceability of any such paragraph, term or condition shall be deemed not to affect the validity, enforceability or legality of the remaining paragraphs, terms and conditions.

No additions, deletions or modifications to the provisions of this Agreement shall be effective unless agreed to in writing by both parties.

The headings preceding the provisions of this Agreement have been inserted for convenient reference only and shall not be deemed to affect the construction or interpretation of this Agreement.

All representations, warranties and covenants of the Consultant and the Owner including any indemnity, shall survive indefinitely the termination of this Agreement.

If there is any inconsistency between this Agreement and any Schedule to this Agreement, this Agreement shall govern.

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Project is located.

**IN WITNESS WHEREOF** the parties have executed this Agreement.

**Lamar County, Georgia**

By: \_\_\_\_\_

Title: County Administrator

I have authority to bind the county

**EXP US Services Inc.**

By: \_\_\_\_\_

Title: Vice President

I have authority to bind the corporation

**SCHEDULE A****Scope and Fees**

EXP US Services Inc. will provide task order-based services for various engineering related consulting services at rates listed in Schedule B. On specific task order assignments, EXP will prepare specific task order scopes and will bill the Client based on the rates provided in Schedule B.

## SCHEDULE B

### Additional Services

If additional services are required that are in addition to the scope of services, they will be billed on an hourly basis. The following rates will be used depending on the personnel classification during regular working hours. Overtime rates for some classifications will be charged at time and a half. These rates will be applicable through December 31, 2023 and will be automatically increased by 5% beginning January 1, 2024 and every year after. All invoices for time billed after December 31, 2023 will reflect 2024 rates.

Position	Rate
<b>Position</b>	<b>Rate</b>
Project Principal .....	\$300.00
Project Manager .....	\$265.00
Senior Engineer .....	\$195.00
Engineer 2 .....	\$160.00
Engineer 1 .....	\$120.00
Structural Project Manager .....	\$245.00
Senior Structural Engineer 2 .....	\$180.00
Structural Engineer 1 .....	\$150.00
Technician .....	\$120.00
Technician Aide .....	\$90.00
CEI Project Manager .....	\$150.00
CEI Contract Support Specialist .....	\$88.00
CEI Senior Inspector .....	\$90.00
CEI Inspector 2 .....	\$87.00
CEI Inspector 1 .....	\$85.00
CEI Inspector Aide .....	\$75.00
Administrative Assistant .....	\$50.00
Environmental Director .....	\$283.25
Environmental Manager .....	\$190.00
Environmental Specialist 1 .....	\$85.00
Environmental Specialist 2 .....	\$101.00
Environmental Specialist 3 .....	\$130.00
Hydraulic/Drainage Project Manager .....	\$265.00
GIS Administrator Lead .....	\$140.00
GIS Administrator/Developer 1 .....	\$109.00
GIS Administrator/Developer 2 .....	\$124.00
GIS Administrator/Developer 3 .....	\$130.00
GIS Analyst/Technician 1 .....	\$95.00
GIS Analyst/Technician 2 .....	\$112.00
GIS Analyst/Technician 3 .....	\$120.00

Mileage will be billed based on standard IRS rates.  
 Traffic Counter/Video Monitor \$10.00/day





## Lamar County Board of Commissioners

Lamar County  
408 Thomaston Street  
Barnesville, Georgia 30204

Item i.

Ryran Traylor, Chairman  
Nancy Thrash, Vice Chairman  
Jarrod Fletcher, 1<sup>st</sup> District  
Jason Lovett, 2<sup>nd</sup> District  
Ashley Gilles, 3<sup>rd</sup> District

Sean Townsend, County Administrator  
Carlette Davidson, County Clerk  
Kristy Johnston, Finance Director  
Martha Windle, Accounting Technician  
Lesley Kilchriss, Human Resources/Payroll

### Memorandum

**To:** Chairman and Members of the  
Lamar County Board of Commissioners  
**From:** Sean Townsend, County Administrator  
**Date:** March 21st, 2023  
**RE:** County Administrator's Report

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### FY 2023 Budget and Financial Review

- Finance Report by Department and Revenue Sources
- Cash and TAN Balances as of March 13th, 2023
- The February 2023 Cash Flow Chart is running slightly lower than projections.
- FY 2023 Program of Work
- Local Option Sales Tax (LOST) Collection Chart
- 2017 Special Purpose Local Option Sales Tax (SPLOST) Collection Chart
- 2021 Transportation Special Purpose Local Option Sales Tax

## Lamar County Finance Report for the Month of February 2023

% of Year Completed:							16.67%
Revenue	MTD	YTD	Run Rate	Projected Budget Difference	Budgeted	Balance of Budget	16.67%
General Fund							
Taxes/Fees	\$480,675.24	\$687,405.65	\$4,124,433.90	\$11,368,552.35	\$12,055,958.00	\$11,368,552.35	5.70%
Licenses & Permits	\$12,631.30	\$24,561.05	\$147,366.30	\$173,938.95	\$198,500.00	\$173,938.95	12.37%
Intergovernmental	\$19,378.90	\$482,683.78	\$2,896,102.68	\$91,084.22	\$573,768.00	\$91,084.22	84.13%
Charges for Services	\$30,565.16	\$38,873.14	\$233,238.84	\$476,430.86	\$515,304.00	\$476,430.86	7.54%
Fines/Fortelitures	\$40,057.34	\$40,057.34	\$240,344.04	\$477,642.66	\$517,700.00	\$477,642.66	7.74%
Investment Income	\$25.45	\$25.45	\$152.70	\$39.55	\$65.00	\$39.55	39.15%
Contrib/Donation Private	\$24,497.79	\$26,497.79	\$158,986.74	-\$26,497.79	\$0.00	(\$26,497.79)	100.00%
Miscellaneous (reimb property damage)	\$19,341.41	\$27,242.68	\$163,456.08	\$109,898.32	\$137,141.00	\$109,898.32	19.86%
Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%
TOTAL:	\$627,172.59	\$1,327,346.88	\$7,964,081.28	\$12,671,089.12	\$13,998,436.00	\$12,671,089.12	9.48%
Expense	MTD	YTD	Run Rate	Projected Budget Difference	Budgeted	Balance of Budget	16.67%
General Fund							
Commissioners	\$67,194.72	\$131,796.36	\$790,778.16	\$1,327,769.64	\$1,459,566.00	\$1,327,769.64	9.03%
Board of Elections	\$15,455.97	\$34,630.72	\$207,784.32	\$289,168.28	\$323,799.00	\$289,168.28	10.70%
Tax Commissioner	\$21,372.42	\$50,320.16	\$301,920.96	\$290,673.84	\$340,994.00	\$290,673.84	14.76%
Courthouse Grounds & Public Buldg	\$38,040.10	\$78,375.51	\$470,253.06	\$386,421.49	\$464,797.00	\$386,421.49	16.86%
Tax Assessor	\$27,672.05	\$54,134.49	\$324,806.94	\$413,152.51	\$467,287.00	\$413,152.51	11.58%
Superior Court	\$149,350.90	\$149,964.32	\$899,785.92	\$454,761.68	\$604,726.00	\$454,761.68	24.80%
Clerk of Superior Court/Board of Equalizati	\$33,660.51	\$64,836.93	\$389,021.58	\$409,117.07	\$473,954.00	\$409,117.07	13.68%
District Attorney	\$2,777.51	\$5,732.25	\$34,393.50	\$28,045.75	\$33,778.00	\$28,045.75	16.97%
Magistrate Court	\$13,034.03	\$25,870.26	\$155,221.56	\$133,699.74	\$159,570.00	\$133,699.74	16.21%
Probate Court	\$23,446.79	\$45,365.10	\$272,190.60	\$265,033.90	\$310,399.00	\$265,033.90	14.62%
Sheriff	\$196,042.44	\$401,032.56	\$2,406,195.36	\$2,331,237.44	\$2,732,270.00	\$2,331,237.44	14.68%
Jail Operation & Building	\$105,607.34	\$196,367.30	\$1,178,203.80	\$1,146,139.70	\$1,342,507.00	\$1,146,139.70	14.63%
Fire Department	\$79,340.51	\$155,672.30	\$934,033.80	\$827,319.70	\$982,992.00	\$827,319.70	15.84%
EMS	\$66,416.00	\$132,832.00	\$796,992.00	\$641,465.00	\$774,297.00	\$0.00	0.00%
Coroner/Medical Examiner	\$2,871.86	\$4,765.33	\$28,591.98	\$26,057.67	\$30,823.00	\$26,057.67	15.46%
E-911	\$0.00	\$0.00	\$0.00	\$74,347.00	\$74,347.00	\$74,347.00	0.00%
EMA	\$5,789.41	\$8,525.82	\$51,154.92	\$37,624.18	\$46,150.00	\$37,624.18	18.47%
Public Works	\$60,591.64	\$123,525.54	\$741,153.24	\$1,621,409.46	\$1,744,935.00	\$1,621,409.46	7.08%
Public Health Administration	\$8,333.33	\$16,666.66	\$99,999.96	\$88,333.34	\$105,000.00	\$88,333.34	15.87%
DFCS	\$1,458.33	\$2,916.66	\$17,499.96	\$16,583.34	\$19,500.00	\$16,583.34	14.96%
Senior Citizens	\$16,339.32	\$27,234.23	\$163,405.38	\$198,892.77	\$226,127.00	\$198,892.77	12.04%
Public Transportation	\$0.00	\$0.00	\$0.00	\$17,900.00	\$17,900.00	\$17,900.00	0.00%
Recreation/facilities/museum & Ag Arena	\$29,744.58	\$54,459.35	\$326,756.10	\$434,972.65	\$489,432.00	\$434,972.65	11.13%
Library	\$24,368.58	\$48,737.16	\$292,422.96	\$243,685.84	\$292,423.00	\$243,685.84	16.67%
Conservation Administration & Forest Reso	\$4,055.89	\$8,176.51	\$49,059.06	\$55,123.49	\$63,300.00	\$55,123.49	12.92%
UGA County Extension	\$4,049.63	\$8,614.96	\$51,689.76	\$96,228.04	\$104,843.00	\$96,228.04	8.22%
Zoning	\$17,054.31	\$33,585.32	\$201,511.92	\$200,134.68	\$233,720.00	\$200,134.68	14.37%
Economic Development/IDA	\$5,833.33	\$11,666.66	\$69,999.96	\$58,333.34	\$70,000.00	\$58,333.34	16.67%
TOTAL:	\$1,019,901.50	\$1,875,804.46	\$11,254,826.76	\$12,113,631.54	\$13,989,436.00	\$12,113,631.54	13.41%
This is the difference between remaining revenue collection and remaining expenditures			\$ (3,290,745.48)	\$ 557,457.58			
General Fund					\$9,000.00		
Month	(\$392,728.91)						
YTD	(\$548,457.58)						

		3/13/2023	
	<b>GENERAL FUND</b>		
	<b>Checking/Money Market Account</b>		
	Sweeping/Reserve	\$4,500,000.00	
	ARP Grant	\$2,132,845.70	
	Construction	\$1,416,082.11	
	Sinking	\$120.96	
	TSPLOST	\$5,627,797.22	
	Hotel / Motel Tax	\$7,709.36	
	Payroll Checking 24237	\$1,151.27	
	General Fund 41178	\$508,205.54	
	E911 Landline 5200399	\$54,727.22	
	Recreation 0027	\$1,328.70	
	Jury Script 3376	\$2,138.29	
	Drug Fund	\$2,075.73	
	Capital Project	\$0.00	
	<b>Total Cash:</b>	<b>\$14,254,182.10</b>	
	<b>GRAND TOTAL MONEY GENERAL FUND</b>		<b>\$14,254,182.10</b>
	<b>SPLOST FUNDS</b>		
	SPLOST II	\$0.00	
	SPLOST III	\$646,988.23	
	<b>Total Cash:</b>	<b>\$646,988.23</b>	
	<b>GRAND TOTAL MONEY SPLOST FUND</b>		<b>\$646,988.23</b>
	<b>GRAND TOTAL OF ALL MONIES</b>		<b>\$14,901,170.33</b>
	<b>2023 Line of Credit</b>		
	<b>Beginning Balance</b>	<b>Balance Received</b>	<b>Remaining Balance</b>
General Fund	\$0.00	\$0.00	\$0.00
Note:			



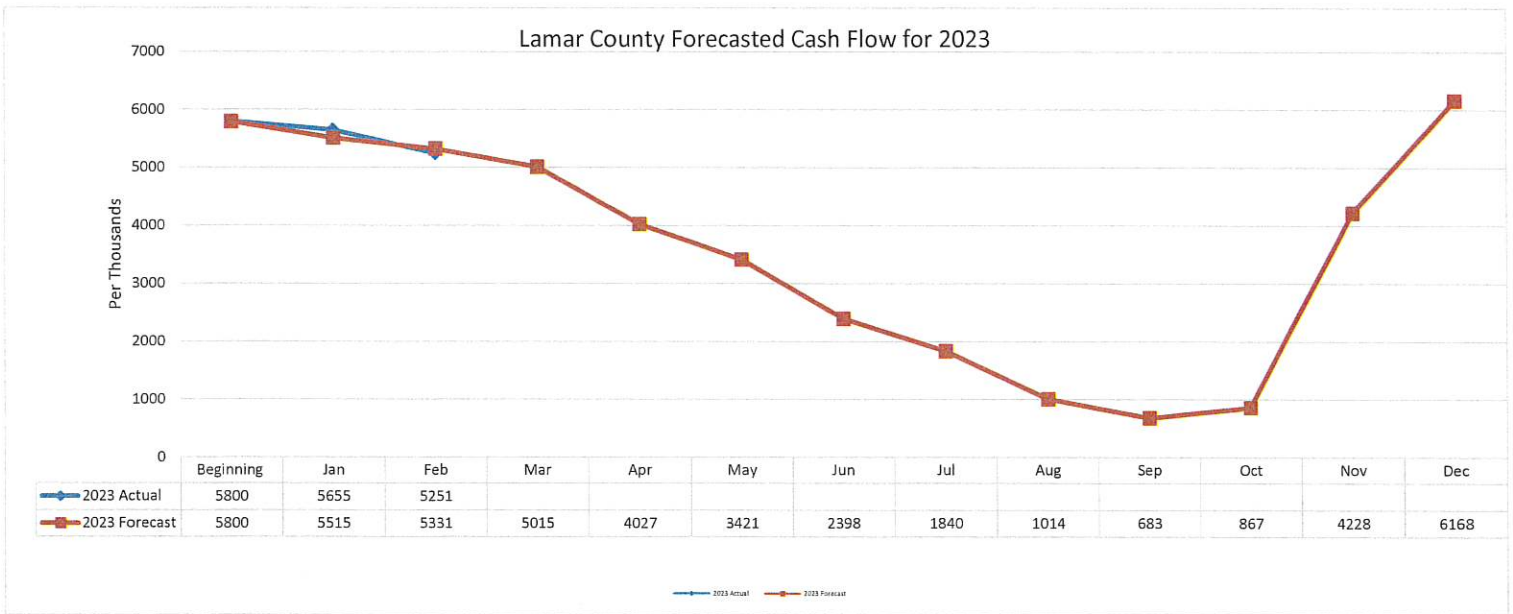
# LAMAR COUNTY CASH FLOW FORECAST

Item i.

2023

	MONTHS												TOTALS
BEG BALANCE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
	5800	5655	5251	5251	5251	5251	5251	5251	5251	5251	5251	5251	0
PROPERTY TAXES													286
SALES TAXES	144	141											1042
OTHER REVENUE	556	486											1327
TOTAL RECEIPTS:	700	627	0	0	0	0	0	0	0	0	0	0	
PAYROLL	596	581											1177
OTHER EXPENDITURES	249	451											700
TOTAL DISBURSEMENTS:	-845	-1032	0	0	0	0	0	0	0	0	0	0	-1877
RECEIPTS LESS DISBURSEMENTS	5655	5251	5251	5251	5251	5251	5251	5251	5251	5251	5251	5251	-549
ENDING BALANCE/FUNDS													

	Beginning	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2023 Actual	5800	5655	5251										
2023 Forecast	5800	5515	5331	5015	4027	3421	2398	1840	1014	683	867	4228	6168

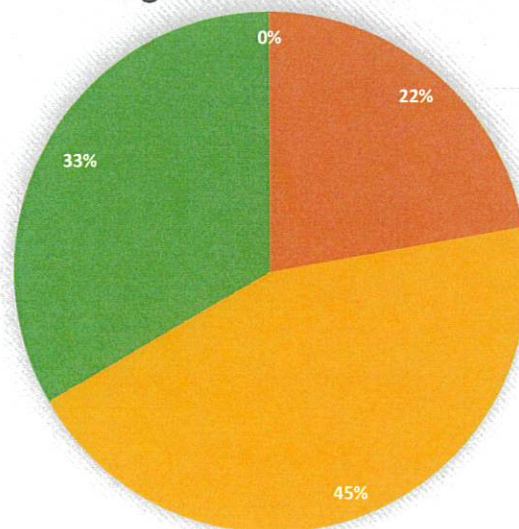


Note:

**Lamar County Board of Commissioners**  
**FY 2022-23 Program of Work**  
**Updated February 9th, 2023**

Program & Funding Source	Responsible Party	Status
<b>Equipment &amp; Vehicle Purchase</b>		
1. Request to purchase two vehicles from SPLOST February 15th	Sheriff	All cars have been received.
Program & Funding Source	Responsible Party	Status
<b>Park &amp; Recreation Projects</b>		
2. Lamar County Recreation Gym	County Administrator	All the updates have been completed, and we now need to update the bathrooms and the concession stand.
Program & Funding Source	Responsible Party	Status
<b>Facilities Maintenance</b>		
3. Windows for front of the courthouse	County Administrator	Requesting a quote for windows for front of the courthouse
Program & Funding Source	Responsible Party	Status
<b>Other Projects</b>		
4. High Falls Park Road Tower	Fire Chief	New tower is completed and the repeater is installed at 280 ft.
5. Renovation for New Administration Building	County Administrator	All walls have been completed with sheetrock, electrical, plumbing, etc. Waiting on a quote for a change order in the Board of Elections area. I will advise the board once I received the quote is requested.
6. Lamar County Animal Shelter	County Administrator	Received 1st draft and making modification. The Board has planned a ground breaking on March 16th.
7. TSPLOST Phase I	Public Works Director County Administrator Contractor: EXP	Award letter have send to approved vendors for the county's paving projects. Paving dates TBA
8. Courthouse Roof repairs	County Administrator	Receiving bids for the repairs of the roof.
9. Detention Cener roof repairs	County Administrator	Receiving bids for the repairs of the roof.

**Program of Work Status**



■ Completed 
 ■ In Progress 
 ■ Not Started 
 ■ At Risk

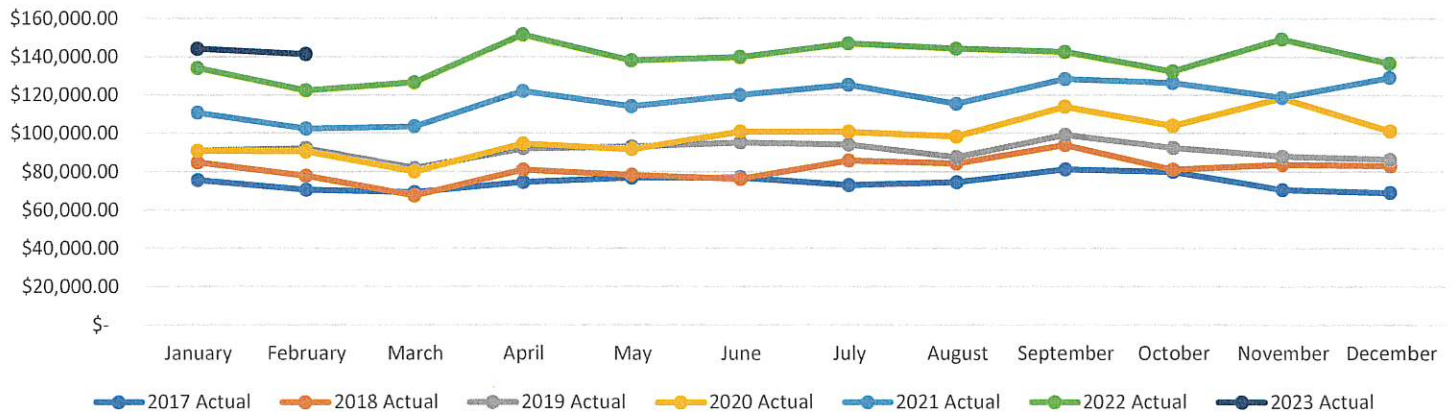


Lamar County Board of Commissioners  
LOCAL OPTION SALES TAX (LOST)  
COLLECTION CHART

Item i.

	2017	2018	2019	2020	2021	2022	2023
January	\$ 75,684.80	\$ 84,986.13	\$ 91,040.44	\$ 91,040.44	\$ 110,699.91	\$ 134,170.35	\$ 144,262.73
February	\$ 70,551.06	\$ 77,945.22	\$ 92,257.62	\$ 90,702.42	\$ 102,459.12	\$ 122,486.92	\$ 141,477.19
March	\$ 69,389.21	\$ 67,723.19	\$ 81,937.09	\$ 80,307.29	\$ 103,706.73	\$ 126,834.85	
April	\$ 74,582.07	\$ 81,188.19	\$ 92,156.95	\$ 94,685.71	\$ 122,076.76	\$ 151,640.34	
May	\$ 77,053.43	\$ 78,504.14	\$ 93,137.38	\$ 91,914.58	\$ 114,242.67	\$ 138,242.60	
June	\$ 76,999.79	\$ 76,362.85	\$ 95,398.61	\$ 101,204.58	\$ 120,072.99	\$ 139,959.53	
July	\$ 72,991.37	\$ 85,987.91	\$ 94,184.47	\$ 100,957.85	\$ 125,371.89	\$ 147,095.82	
August	\$ 74,611.22	\$ 84,448.08	\$ 87,689.50	\$ 98,504.15	\$ 115,494.38	\$ 144,408.00	
September	\$ 81,254.45	\$ 94,045.69	\$ 99,312.18	\$ 114,083.33	\$ 128,420.06	\$ 142,639.24	
October	\$ 80,085.53	\$ 81,332.86	\$ 92,618.09	\$ 104,136.06	\$ 126,459.65	\$ 132,550.99	
November	\$ 70,770.20	\$ 83,950.13	\$ 88,189.21	\$ 118,693.67	\$ 118,908.56	\$ 149,401.01	
December	\$ 69,122.33	\$ 83,237.08	\$ 86,503.72	\$ 101,433.44	\$ 129,184.43	\$ 136,768.93	
Total	\$ 893,095.46	\$ 979,711.47	\$ 1,094,425.26	\$ 1,187,663.52	\$ 1,417,097.15	\$ 1,666,198.58	\$ 285,739.92
Budget	\$ 870,000.00	\$ 900,000.00	\$ 772,027.00	\$ 947,076.00	\$ 1,000,865.00	\$ 1,200,000.00	
% Collect	103%	109%	142%	125%	142%	139%	
	\$ 74,424.62	FY 2017 Monthly average					
	\$ 81,642.62	FY 2018 Monthly average					
	\$ 91,202.11	FY 2019 Monthly average					
	\$ 98,971.96	FY 2020 Monthly average					
	\$ 118,091.43	FY 2021 Monthly average					
	\$ 138,849.88	FY 2022 Monthly average					
	\$ 142,869.96	FY 2023 Monthly average					

LOST Collections

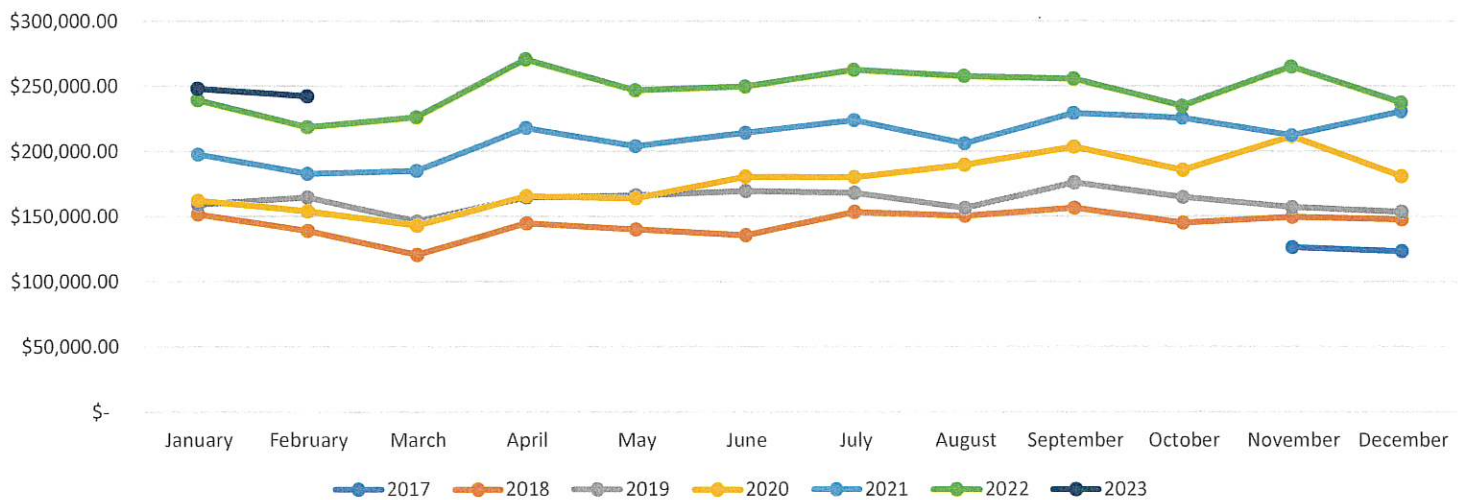


Lamar County Board of Commissioners  
2017 SPECIAL PURPOSE LOCAL OPTION SALES TAX (SPLOST)  
COLLECTION CHART

Item i.

	2017	2018	2019	2020	2021	2022	2023
January		\$ 151,754.83	\$ 159,336.86	\$ 162,335.46	\$ 197,679.15	\$ 239,588.86	\$ 248,174.06
February		\$ 139,188.19	\$ 164,745.22	\$ 154,231.36	\$ 182,963.13	\$ 218,726.44	\$ 242,407.59
March		\$ 120,934.67	\$ 146,315.98	\$ 143,405.93	\$ 185,191.18	\$ 226,491.18	
April		\$ 144,974.58	\$ 164,565.44	\$ 165,823.44	\$ 217,995.09	\$ 270,786.43	
May		\$ 140,170.48	\$ 166,315.16	\$ 164,138.26	\$ 204,005.29	\$ 246,861.86	
June		\$ 135,805.45	\$ 169,591.03	\$ 180,722.40	\$ 214,415.88	\$ 249,927.78	
July		\$ 153,549.99	\$ 168,184.47	\$ 180,282.27	\$ 223,879.15	\$ 262,670.94	
August		\$ 150,741.17	\$ 156,588.01	\$ 189,757.66	\$ 206,240.54	\$ 257,871.18	
September		\$ 156,721.97	\$ 176,116.10	\$ 203,720.88	\$ 229,321.74	\$ 255,869.23	
October		\$ 145,230.52	\$ 164,959.93	\$ 185,957.37	\$ 225,821.45	\$ 235,091.21	
November	\$ 126,371.63	\$ 149,895.13	\$ 157,335.29	\$ 211,953.22	\$ 212,339.82	\$ 265,111.69	
December	\$ 123,219.17	\$ 147,715.87	\$ 153,677.18	\$ 181,128.59	\$ 230,686.62	237417.97	
Total	\$ 249,590.80	\$ 1,736,682.85	\$ 1,947,730.67	\$ 2,123,456.84	\$ 2,530,539.04	\$ 2,966,414.77	\$ 490,581.65
Budget	\$ 260,178.02	\$ 1,561,068.12	\$ 1,561,068.12	\$ 1,561,068.12	\$ 1,561,068.12	\$ 2,485,000.00	
% Collect	96%	111%	125%	136%	162%	119%	
Total to Date:	\$ 12,044,996.62 or an average of \$ 301,124.92 per month						
	\$ 124,795.40	FY 2017 Monthly average					
	\$ 144,723.57	FY 2018 Monthly average					
	\$ 162,310.89	FY 2019 Monthly average					
	\$ 176,954.74	FY 2020 Monthly average					
	\$ 210,878.25	FY 2021 Monthly average					
	\$ 247,201.23	FY 2022 Monthly average					
	\$ 245,290.83	FY 2023 Monthly average					

SPLOST III Collections





Lamar County Board of Commissioners  
2021 TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX (TSPLOST)  
COLLECTION CHART

	2022	2023	2024	2025	2026	2027
	Actual	Actual	Actual	Actual	Actual	Actual
January		\$ 236,234.96				
February		\$ 217,824.81				
March						
April	\$ 33.48					
May	\$ 222,565.28					
June	\$ 229,848.97					
July	\$ 251,703.07					
August	\$ 235,608.02					
September	\$ 240,011.70					
October	\$ 215,855.17					
November	\$ 240,071.91					
December	\$ 216,764.89					
Total	\$ 1,852,462.49	\$ 454,059.77	\$ -	\$ -	\$ -	\$ -
Budget	\$ 1,600,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
% Collect	102.9%					
Total to Date:	or an average of \$ - per month					
	\$ 231,557.81	FY 2022 Monthly average				
	\$ 227,029.89	FY 2023 Monthly average				

