

**DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA - THURSDAY, DECEMBER 10, 2015
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
4:00 PM**

NEW BUSINESS

1. Presentation of request for additional funds to cover parent and child representation as required by law and related court reporter costs - Judge Lindsay Burton
2. Presentation of Request for Change Order to Narrowbanding Contract with Motorola to include the E911 Control Station Consoles - Sheriff Billy Carlisle/Purchasing Director Davida Simpson
3. Presentation of Family Connection Fiscal Agent Request - Family Connection Coordinator Nancy Stites
4. Presentation of Historic Courthouse Restoration Projects: Bid #259-15 RFP Window Replacement and Bid #260-15 RFP Painting & Caulking - Public Works Director David McKee

To view solicitation documents click the links below

[Window Replacement](#)

[Painting & Caulking](#)

5. Presentation of 2016 GDOT Local Maintenance Improvement Grant (LMIG) Application - Public Works Director David McKee
6. Presentation of Purchasing Card Resolution, Ordinance, and Resolution - County Attorney Joey Homans
7. Presentation of FY 2016 Chamber of Commerce Contract - Chairman Mike Berg
8. Chairman Report
9. County Attorney Report

Backup material for agenda item:

1. Presentation of request for additional funds to cover parent and child representation as required by law and related court reporter costs - Judge Lindsay Burton



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Juvenile Court

Presenter: Judge Lindsay Burton

Submitted By: Judge Lindsay Burton

Date Submitted: 12/2/2015

Item of Business/Agenda Title: Increase budget for court reporters and parent and child representation in Juvenile Court Dependency and Termination of Parental Rights cases

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: Yes – ASAP; funds unavailable to pay invoices through the end of FY 2015

Purpose of Request: To request additional funds to cover parent and child representation as required by law and related court reporter costs

Department Recommendation: Increase the amount appropriated for Indigent Defense – Parent and Indigent Defense – Children and Technical – Court Reporter for FY 2015

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information:

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information: Original 2015 budget for Indigent Defense - Child was \$17,376; YTD expenditures are \$22,000+; original 2015 budget for Indigent Defense – Parent was \$10,539; YTD expenditures are \$8,900+; original 2015 budget for Technical – Court Reporter was \$200; YTD invoices are \$800

Amount Requested: Technical – Court Reporter \$600 Amount Budgeted: \$200

Indigent Defense – Child \$6,750 \$17,376

Indigent Defense – Parent \$9,750 \$10,539

Total Request: \$17,100

Fund Name and Account Number: Indigent Defense – Child 100-00-2600-521201-000; Indigent Defense – Parent 100-00-2600-521202; Technical – Court Reporter 100-00-2600-521303-000

Administration Staff Authorization

Dept. Head Authorization: _____ Date: _____

Finance Dept. Authorization: _____ Date: _____

County Manager Authorization: _____ Work Session Date: _____

Comments: _____

Attachments: _____



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Juvenile Court Budget Adjustment

DATE: 12/1/2015

RECOMMENDATION
 POLICY DISCUSSION
 STATUS REPORT
 OTHER

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COMMISSION ACTION REQUESTED ON: December 17, 2015

PURPOSE: To request additional funds to be budgeted for payment of attorneys who represent parents and children in Juvenile Court dependency and termination of parental rights cases and increased costs for court reporters

HISTORY: These expenses are related to a State unfunded mandate effective in 2014.

FACTS AND ISSUES: The number and length of cases varies and is very unpredictable.

OPTIONS: Request increase in budget for these expenses

RECOMMENDED SAMPLE MOTION: Move to increase the Juvenile Court budget for Indigent Defense – Child by \$6,750, Indigent Defense – Parent by \$9,750 and Technical – Court Reporter by \$600

DEPARTMENT:

Prepared by: Judge Lindsay Burton

Director Judge Lindsay Burton

Backup material for agenda item:

3. Presentation of Family Connection Fiscal Agent Request - Family Connection Coordinator Nancy Stites



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Family Connection

Presenter: Nancy Stites

Submitted By: Clark MacAllister, Board Chair

Date Submitted: 11/10/2015

Item of Business/Agenda Title: Family Connection Fiscal Agent Request

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: January 1, 2016

Purpose of Request: Approval for Dawson County Government to contract for all fiscal activities relative to the operation of Dawson County Community Partnership, Inc./Family Connection for 2016

Department Recommendation: Approve request as submitted.

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information: Fiscal Agent Designation Acceptance Agreement and Memorandum of Understanding attached for review.
 No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information: Grants and contributions are budgeted in separate fund during annual budget process
 No

Amount Requested: N/A

Amount Budgeted: Total operating budget for FY 2015-2016 attached

Fund Name and Account Number: 207-00-XXXX-XXXXXXX-XXX

Administration Staff Authorization

Dept. Head Authorization: Clark MacAllister Date: 11/10/2015

Finance Dept. Authorization: Dena Bosten Date: 11/10/2015

County Manager Authorization: _____ Work Session Date: 12/10/2015

Comments: _____

Attachments: 1)Memorandum of Understanding 2) Family Connection 2015-2016 Budget 3) Fiscal Agent Agreement



DAWSON COUNTY BOARD OF COMMISSIONERS

EXECUTIVE SUMMARY

SUBJECT: Fiscal Agent for Dawson County Community Partnership, Inc.

DATE: December 10, 2015

RECOMMENDATION

POLICY DISCUSSION

BUDGET INFORMATION:

STATUS REPORT

ANNUAL- \$220,883

OTHER

CAPITAL-

COMMISSION ACTION REQUESTED ON:

- a. Approval for Dawson County Government to contract for all fiscal activities relative to the operation of Dawson County Community Partnership, Inc./Family Connection for 2016
- b. Approval/Authorization for application submittal and acceptance of FY2017 Family Connection Grant. DHS operating budget will be approximately \$46,000 with no match for July 1, 2016-June 30, 2017 subject to state budget cuts.
 - United Way donations requesting approximately \$8,000 for 2016
 - Northside Hospital in support of Lead Nurse for school-based clinics - \$15,000 for school year 2016-2017
 - Department of Behavioral Health and Development Disabilities grant for approximately \$122,000 with no county match for October 2016-September 2017
- c. Request approval/authorization for application submittal and the Chairman's signature upon acceptance of additional grant award contracts and donations received throughout 2016 as approved by Family Connection board. If matching funds are required, a separate request will be brought before Dawson County Government for approval.

PURPOSE:

Dawson County Family Connection's mission is to provide leadership through collaboration with all segments of the community for the well-being of families and children. Having another entity serve as their fiscal agent makes it possible to accept state and federal funds that are reimbursable contracts that support a Coordinator and the work of the collaborative.

HISTORY:

Dawson County Family Connection was created in 1991 and became a non-profit in 1998. Dawson County Government has served as their fiscal agent since July 1, 1999.

FACTS AND ISSUES:

Contract funding received and managed by the fiscal agent has allowed programs to be envisioned at the Family Connection table and come to fruition such as Mentoring, School-based Health Clinics, Stewards of Children and many other projects and activities with a focus on school success and strengthening families and children.

OPTIONS:

1. Approve as submitted
2. Do not approve
3. Recommend other action

RECOMMENDED SAMPLE MOTION:

DEPARTMENT: Dawson County Family Connection

Prepared by: Nancy F. Stites

Director Nancy F. Stites

Family Connection Budget - 2015-2016

Expense Type	Total	DHS Family Connection	Office Prevention Serv.	County Supplement	Wal-Mart	Big Canoe Women's	United Way	Northside Hospital	Misc. Donations	Total
General Operating										
Board Ins	1,250	1,250								0
Subscriptions/dues/fees*	605	400	205							0
Postage	3,120	100	3,020							0
Supplies	3,453	800	2,653							0
Printing	8,750	0	8,750							0
Training & Conferences	2,120	600	1,520							0
Meeting Expense	900	900								0
Tax Preparation	800	800								0
Audit	1,400	600	800							0
Advertising - billboard, ads	18,914		18,914							0
sub total	41,312	5,450	35,862	0	0	0	0	0	0	0
Telecommunications										
Telephone & internet charges	2,400	1,000	1,400							0
includes Doodle & Constant Contact										
Travel	6,025	700	5,325							0
Per Diem Fee & Contracts										
FC Coordinator- salary	45,072	27,049	17,000				1,023			0
Fringe (total \$58,786)	13,714	11,801	1,300				613			0
FC Admin Assistant-salary	21,417		850	20,567						0
fringe	1,638		65	1,573						0
OPS Project Coord.-salary	37,800		37,800							0
Fringe	3,405		3,405							0
OPS Evaluator	10,000		10,000							0
Copier lease	103			103						0
Website maintenance	700		700							0
Social media	900		900							0
Positive Social Norm Consultant	200		200							0
Marketing Design	6,700		6,700							0
sub total	141,649	38,850	78,920	22,243	0	0	1,636	0	0	0
Total	191,386	46,000	121,507	22,243	0	0	1,636	0	0	0
Initiatives & Special Projects		0	0							
School Youth health services	17,800						2,800	15,000		0
CAPA	0									0
Stewards of Children	500						500			0
Bookbag supplies donation	3,000				500				2,500	0
Support for homeless students	3,500				1,500		2,000			0
Early Learning Strategy	4,000					2,000	2,000			0
										0
										0
Total	30,436	0			2,000	2,000	8,936	15,000	2,500	0
TOTAL	220,186	46,000	121,507	22,243	2,000	2,000	8,936	15,000	2,500	0

Fiscal Agent Designation and Acceptance Agreement

County: DAWSON

The Commissioner of Roads and Revenue-Dawson County agrees to serve
(official name of agency or board)

as the fiscal agent for the Dawson County Community Partnership, Inc.
(name of Family Connection collaborative)

For the period of July 1, 2016 through June 30, 2017.

The fiscal agent certifies they 1) understand this is a 12 month commitment 2) understand expenses are reimbursable on a quarterly basis, 3) agree to receive all financial correspondence and payments relating to the grant, and make all records available for any required financial audit, 4) have appropriate accounting and financial systems to document costs incurred and claims made under this contract, and 5) agree the local Family Connection collaborative board is the body responsible for all decisions associated with budgeting of these funds, but will ensure such decisions shall be in compliance with the fiscal agent's own policies and procedures.

Mail signed agreement with signed W-9 to:

FY16 Fiscal Agent Information
Georgia Family Connection Partnership
235 Peachtree Street, Suite 1600
Atlanta, GA 30303-1422

Deadline: February 16, 2016

Family Connection Collaborative Chair:

(Signature in blue ink)

Clark MacAllister
(Print Name in Block Letters)

Date: _____

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**Family Connection Coordinator:**

\_\_\_\_\_  
(Signature in blue ink)

Nancy Stites  
(Print Name in Block Letters)

Date: \_\_\_\_\_

**Fiscal Agent:**

\_\_\_\_\_  
(Signature of agency representative legally responsible to enter into contract.  
Signature in blue ink)

Mike Berg  
(Print Name in Block Letters)

Title: Chair- Board of Commissioners  
(Print Title in Block Letters)

Date: \_\_\_\_\_

Attach completed W-9 form and mail to address given above.

Note: Information entered into CIMS system by collaborative will be source for contract preparation.

(09/11)

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between Dawson County Community Partnership, Inc./Family Connection, hereinafter referenced as “Agency”, and the Board of Commissioners of Dawson County, hereinafter referenced as “Dawson County”.

1. Fiscal Agent/Financial Accounting.

Dawson County shall act as fiscal agent and provide financial accounting support to the Agency for programs supported by donations to the Agency and by the grants received by the Agency referenced in “Exhibit A”, which is attached hereto and incorporated herein by reference. The grants referenced in Exhibit A may be amended during the term of this Memorandum of Understanding upon approval by Dawson County.

2. Agency Services.

The Agency shall furnish the following services, data and information to the Dawson County:

1) act as the liaison between the Agency and all vested community organizations, and 2) to provide appropriate administrative duties including, but not limited to, program development and contract deliverables implementation, resource development, coordinating public information, and 3) provide all grant applications, agreements or contracts and corresponding data required by the fiscal agent to fulfill the grant requirements and

3. Term.

The parties hereto agree that the term of this Memorandum of Understanding shall be as follows: January 1, 2016 – December 31, 2016.

4. Records.

Dawson County shall maintain such records and accounts regarding property, personnel and financial records deemed necessary by the Agency and any grant or contract funding source to assure a proper accounting for all project funds for both federal and non-federal shares. Any such records shall be made available for audit purposes to the Agency, the grant or contract funding source, or the Controller General of the United States or any authorized representative and shall be retained for three years after the expiration of this Memorandum of Understanding unless permission to destroy such records is granted by both the Agency and the grant or contract funding source.

5. Mutual Cooperation.

Dawson County agrees to assist the Agency in complying with all of the conditions governing grants or contracts under current laws and regulations.

APPROVED, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

DAWSON COUNTY  
BOARD OF COMISSIONERS

\_\_\_\_\_  
Danielle Yarbrough, Clerk  
Dawson County Commissioners

By: \_\_\_\_\_  
Mike Berg, Chairman

ATTEST:

DAWSON COUNTY COMMUNITY  
PARTNERSHIP, INC.

\_\_\_\_\_  
Nancy Stites  
Title: Coordinator, Family Connection

\_\_\_\_\_  
Clark MacAllister  
Title: Chairman, Family Connection Board

Exhibit A

Department of Human Services

- Grant for approximately \$46,000 July 1, 2015 - June 30, 2016 with no match requirement
- Grant for approximately \$46,000 July 1, 2016 – June 30, 2017 with no match requirement

Department of Behavioral Health & Developmental Disabilities – Office of Prevention Services

- Grant for approximately \$122,000 October 1, 2015 – September 30, 2016 with no match requirement
- Grant for approximately \$122,000 October 1, 2016 – September 30, 2017 with no match requirement





**Backup material for agenda item:**

4. Presentation of Historic Courthouse Restoration Projects: Bid #259-15 RFP Window Replacement and Bid #260-15 RFP Painting & Caulking - Public Works Director David McKee

To view solicitation documents click the links below

[Window Replacement](#)

[Painting & Caulking](#)



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

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Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Purchasing on behalf of Administration

Presenter: David McKee, Public Works Director/SPLOST

Submitted By: Purchasing Director Davida Simpson

Date Submitted: December 1, 2015

Item of Business/Agenda Title: Presentation of Bid #259-15 RFP Historic Courthouse Restoration: Window Replacement & Bid #260-15 RFP Historic Courthouse Restoration: Painting & Caulking

**Attach an Executive Summary fully describing all elements of the item of business.  (Attached)**

### THE ITEM IS FOR:

**Work Session presentation only**  
(no action needed)

**OR**  **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: January 5, 2016 is the 60\* deadline for BOC to take action (Public Works laws\*)

Purpose of Request: Execute a contract with the most qualified vendors to provide services listed in RFP for historic courthouse project, specifically the window replacement and painting and caulking

Department Recommendation: Approve contracts as submitted

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes      Explanation/ Additional Information: Contracts to be executed. Standard contract was written by County Attorney but not specifically reviewed in this instance. Only changes to contract were the insertion of vendor and bid information.

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes      Explanation/ Additional Information:

No

Amount Requested: \$125,187.70

Amount Budgeted: \$130,000

Fund Name and Account Number: 315-00-1565-541200-000

Administration Staff Authorization

Dept. Head Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Dept. Authorization: Dena Bosten Date: 12/1/2015

County Manager Authorization: \_\_\_\_\_ Work Session Date: 12/10/2015

Comments: Bid documents can be found at [www.dawsoncounty.org](http://www.dawsoncounty.org) >Bids & RFPs>Bid under evaluation. Exhibit B is vendor's price proposal. Contracts and bid bond included.



**DAWSON COUNTY BOARD OF COMMISSIONERS**  
**EXECUTIVE SUMMARY**

**SUBJECT:** Presentation of Bid #259-15 RFP Historic Courthouse Restoration: Window Replacement  
and Bid #260-15 RFP Historic Courthouse Restoration: Painting & Caulking

**DATE:** December 2, 2015

**BUDGET INFORMATION:**

**ANNUAL-** \_\_\_\_\_  
**CAPITAL-** \_\_\_\_\_

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

**COMMISSION ACTION REQUESTED ON:** December 17, 2015

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**PURPOSE:** To execute a contract with the most responsible, responsive bidders to complete the necessary upgrades to the Dawson County Historic Courthouse, specifically window replacement and painting and caulking.

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**HISTORY:** The exterior of the Historic Courthouse is deteriorating and is beyond repair. The windows must be replaced due to an energy deficiency which has become a problem in the winter and summer months, therefore needing replacement. Additionally, the building has moisture problems and needs to be sealed with an elastomeric sealant similar (same product as Fire Station #2).

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**FACTS AND ISSUES:** Architectural Visions, Inc. (AVI) is the most responsive, responsible bidder for the window replacement and Metro Waterproofing is the most responsive, responsible bidder for the painting and caulking project. Both vendors have experience with scope of work and their methodology will meet the needs of the County.

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**OPTIONS:** Approve as submitted (recommended).

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**RECOMMENDED SAMPLE MOTION:** Motion to approve Bid #259-15 RFP Historic Courthouse Restoration: Window Replacement to the most responsible, responsive bidder, Architectural Visions, Inc. (AVI) out of Alpharetta, GA, and to approve Bid #260-15 RFP Historic Courthouse Restoration: Painting & Caulking to the most responsive, responsible bidder, Metro Waterproofing out of Scottdale, GA, approve both contracts as submitted.

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**DEPARTMENT:**

Prepared by: David Simpson

Director David McKee

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# Historic Courthouse Restoration: Window Replacement and Painting & Caulking Bids #259-15 RFP & #260-15 RFP

WORK SESSION DECEMBER 10, 2015



# Project Background

- ▶ Historic Courthouse built in 1870 & is the oldest working courthouse in Georgia
- ▶ The exterior of the building is deteriorating and was determined restoration efforts were needed
  - ▶ Two separate bids released
    - ▶ Window Replacement
    - ▶ Painting & Caulking
- ▶ SPLOST V Project
- ▶ Public Works laws are in effect
  - ▶ Bonds are required on this project
- ▶ Bid was released on October 7, 2015
  - ▶ Mandatory pre-proposal meeting held October 22, 2015
  - ▶ 16 vendors attended

# Background & Scope of Work: Window Replacement

- ▶ Windows are beyond repair
  - ▶ Energy deficiency has become problematic in summer and winter months
- ▶ Contractor to provide all labor, materials and equipment
- ▶ 36 windows to be replaced
  - ▶ Wood clad or equivalent (wood inside/metal outside)
  - ▶ Fenestrations to be an energy efficient solution
  - ▶ Sashes and milling was included in scope
  - ▶ Building to remain secure during project
  - ▶ All materials, craftsmanship and installation to meet or exceed International Building Code (IBC)

# Background & Scope of Work: Painting & Caulking

- ▶ Moisture issues
  - ▶ Building to be painted with elastomeric sealant to waterproof building (Same product used on Fire Station #2)
- ▶ Bricks were hand painted and peeling
  - ▶ Brick pattern to be painted with mortar lines
  - ▶ Building to remain secure during project
  - ▶ Contractor to provide all labor, materials and equipment
  - ▶ All materials, craftsmanship and installation to meet or exceed International Building Code (IBC)

# Acquisition Strategy & Methodology

- ▶ Advertised in Legal Organ
- ▶ Posted on County Website
- ▶ Posted on GLGA Marketplace
- ▶ Posted on Georgia Procurement Registry
- ▶ Emailed notification through vendor registry
- ▶ Notification through County's Facebook and Twitter accounts
- ▶ Notification through Chamber of Commerce
- ▶ Notified previous bidders
- ▶ 4 window & 8 painting bids receive



# Evaluation Committee

- ▶ David McKee, Public Works Director/SPLOST
- ▶ James Tolbert, Facilities Director
- ▶ Davida Simpson, Purchasing Director (facilitator)

# Scoring Criteria: Window Replacement

| Criteria                                          | Scoring Weight |
|---------------------------------------------------|----------------|
| Company background and staff                      | 15             |
| Approach to scope of work/methodology             | 20             |
| Similar work experience (with historic buildings) | 20             |
| Start date                                        | 15             |
| Warranty                                          | 15             |
| Price proposal                                    | 20             |
| <b>TOTAL</b>                                      | <b>100</b>     |

# Scoring: Window Replacement

| Company                         | Average Score | Price        | Warranty                                              |
|---------------------------------|---------------|--------------|-------------------------------------------------------|
| Architectural Visions Inc.      | 86            | \$69,073.70  | 10 - 20 years on materials<br>1 year craftsmanship    |
| KC Paint Company                | 68            | \$95,9000.00 | 20 years on materials<br>10 years on craftsmanship    |
| Midwest Maintenance Inc.        | 76.5          | \$106,800.00 | 5 - 20 years on materials<br>2 years on craftsmanship |
| Peachtree Construction Services | 72.5          | \$103,780.00 | 1 year on materials<br>1 year craftsmanship           |

# Scoring Criteria: Painting & Caulking

| Criteria                                            | Scoring Weight |
|-----------------------------------------------------|----------------|
| Company background and staff                        | 15             |
| Approach to scope of work/methodology               | 20             |
| Similar work experience (with elastomeric sealants) | 20             |
| Start date                                          | 15             |
| Warranty                                            | 15             |
| Price proposal                                      | 20             |
| <b>TOTAL</b>                                        | <b>100</b>     |

# Scoring: Painting & Caulking

| Company                         | Average Score | Price        | Warranty                                  |
|---------------------------------|---------------|--------------|-------------------------------------------|
| KC Paint Company                | 64.5          | \$16,665.00  | 10 year limited materials & 10 year labor |
| ICS, Inc                        | 70.5          | \$36,150.00  | 1 year materials & labor                  |
| A&D Painting                    | 67            | \$39,890.00  | 10 year material & 1 year labor           |
| Metro Waterproofing Inc         | 83.5          | \$56,114.00  | 10 & 20 year materials & 5 years labor    |
| Peachtree Construction Services | 63.5          | \$58,280.00  | 1 year materials & labor                  |
| Waterproofing Contractors       | 78.5          | \$58,960.00  | 10 & 20 year materials & 2 years labor    |
| Southeast Restoration           | 61            | \$95,000.00  | 10 years materials & 2 years labor        |
| Midwest Maintenance Inc         | 66            | \$116,000.00 | 10 year materials & 2 year labor          |

## Recommendation

Staff respectfully requests the Board to award **Bid #259-15 RFP Historic Courthouse Restoration: Window Replacement** to the most responsive, responsible bidder, **Architectural Visions, Inc.** out of Alpharetta, GA in the amount of **\$69,073.70**; and

to award **Bid #260-15 RFP Historic Courthouse Restoration: Painting & Caulking** to the most responsive, responsible bidder, **Metro Waterproofing** out of Scottdale, GA in the amount of **\$56,114.00** and approve both contracts as submitted.



**BID #259-15 RFP HISTORIC COURTHOUSE RESTORATION:  
WINDOW REPLACEMENT  
VENDOR'S PRICE PROPOSAL FORM**

Company Name: Architectural Visions, Inc.

|                                                                                                                            |                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| Lump Sum Total Price: Supply all labor, supervision, repairs, materials, and equipment for the repairs listed in this RFP: | \$ <u>69,073.70</u>                                                                            |
| Warranty on materials:                                                                                                     | <sup>Ten</sup> <u>(10) years on unit (20 year seal on glass failure)</u>                       |
| Warranty on labor and craftsmanship:                                                                                       | <u>one (1) year</u>                                                                            |
| Lead Time:                                                                                                                 | <u>7 weeks</u>                                                                                 |
| Project timeline (Days to complete):                                                                                       | <u>10 days</u>                                                                                 |
| Draw Schedule:                                                                                                             | <u>50% Down - Balance on Material on delivery</u><br><u>Balance - Installation of windows.</u> |

  
Authorized Signature  
Peter Morrison  
Print Name

President  
Title  
10.30.15  
Date

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**







**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7104294

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Gaye E. Conklin; John E. Hardy; Leonard Scioscia; Thomas G. McMahon; Thomas M. Niland

all of the city of East Hampton, state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of September, 2015.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 3rd day of September, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5<sup>th</sup> day of November, 2015.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



THE OHIO CASUALTY INSURANCE COMPANY  
 FINANCIAL STATEMENT — DECEMBER 31, 2013

| Assets                                        |                        | Liabilities                                 |                        |
|-----------------------------------------------|------------------------|---------------------------------------------|------------------------|
| Cash and Bank Deposits.....                   | \$46,964,847           | Unearned Premiums.....                      | \$950,468,970          |
| *Bonds — U.S Government.....                  | 540,744,808            | Reserve for Claims and Claims Expense.....  | 2,768,804,762          |
| *Other Bonds.....                             | 3,007,256,906          | Funds Held Under Reinsurance Treaties.....  | 0                      |
| *Stocks.....                                  | 483,417,169            | Reserve for Dividends to Policyholders..... | 196,198                |
| Real Estate.....                              | 26,823,784             | Additional Statutory Reserve.....           | 0                      |
| Agents' Balances or Uncollected Premiums..... | 763,252,695            | Reserve for Commissions, Taxes and          |                        |
| Accrued Interest and Rents.....               | 33,017,928             | Other Liabilities.....                      | <u>536,009,637</u>     |
| Other Admitted Assets.....                    | <u>738,119,911</u>     | Total.....                                  | \$4,255,479,567        |
|                                               |                        | Special Surplus Funds.....                  | \$ 8,909,896           |
|                                               |                        | Capital Stock.....                          | 4,500,000              |
|                                               |                        | Paid in Surplus.....                        | 738,183,897            |
|                                               |                        | Unassigned Surplus.....                     | 632,524,688            |
|                                               |                        | Surplus to Policyholders.....               | <u>1,384,118,481</u>   |
| Total Admitted Assets.....                    | <u>\$5,639,598,048</u> | Total Liabilities and Surplus.....          | <u>\$5,639,598,048</u> |



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
 The foregoing financial information is taken from The Ohio Casualty Insurance Company's financial statement filed with the state of Ohio Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2013, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 20th day of March, 2013.

*T Mikolajewski*

Assistant Secretary

# **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

## **BID #259-15 RFP HISTORIC COURTHOUSE RESTORATION: WINDOW REPLACEMENT**

This Agreement is made by and between Dawson County, a political subdivision of the State of Georgia, (hereinafter referred to as the "Owner") and Architectural Visions, Inc. a Georgia Corporation, (hereinafter referred to as the "Contractor") under seal for all work called for in the Dawson County **Request for Proposal Bid #259-15 RFP Historic Courthouse Restoration: Window Replacement** for furnishing materials, labor, and equipment necessary for job description as listed in the specifications and proposed by the Contractor.

### **ARTICLE 1**

#### **THE CONTRACT AND THE CONTRACT DOCUMENTS**

##### **1.1 The Contract**

1.1.1 The Contract between the Owner and the Contractor, consists of the Contract Documents and shall be effective on the date this Agreement is executed by the last party to execute it. If any items in the Contract conflict with the law of the State of Georgia law, law of the State of Georgia shall prevail.

##### **1.2 The Contract Documents**

1.2.1 The Contract Documents consist of this Document, the Request for Proposal Bid #259-15 RFP Historic Courthouse Restoration: Window Replacement and all addenda, the Contractor's Bid Schedule, all Change Orders and Field Orders issued hereafter, and any other amendments executed by the parties hereafter. Documents not enumerated in this paragraph are not Contract Documents and do not form part of this Contract.

##### **1.3 Entire Agreement**

1.3.1 This Contract, together with the Contractor's payment bond for the Project, constitutes the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor.

##### **1.4 No Privity with Others**

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

##### **1.5 Intent and Interpretation**

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

## **1.6 Ownership of Contract Documents**

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Owner's prior written authorization.

## **ARTICLE II**

### **THE WORK**

**2.1** The Contractor shall perform all of the Work required, implied or reasonably inferable from this Contract, all in accordance with plans, specifications and drawings of the Project and in accordance with the bid and specifications as outlined in Request for Proposal Bid #259-15 RFP Historic Courthouse Restoration: Window Replacement.

**2.2** The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated portion of the Project; furnishing of any required bonds and insurance; provision of required certifications and documentation of associated testing results; provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The work to be performed by the Contractor is generally described as follows:

Contractor shall provide all required labor, materials, tools, and equipment, supervision, insurance, bonds, etc. to perform the scope of work listed in the RFP and any addenda issued for the historic courthouse restoration project. The purpose of this project is to replace all existing fenestrations that meet or exceed the International Building Code.

## **ARTICLE III**

### **CONTRACT TIME**

#### **3.1 Time and Liquidated Damages**

3.1.1 The Contractor shall complete the work within a \_\_\_\_\_ calendar day period after notice to proceed.

3.1.2 The Contractor shall pay the Owner the sum of zero dollars (\$00.00) per day for each and every calendar day of delay not excused by Section 8.2.5.1 in achieving completion beyond the time set forth herein for completion of the work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving completion, or any part there, for which the Owner has

withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

### **3.2 Substantial Completion**

3.2.1. "Substantial Completion" shall mean that state in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the work and can utilize the work for its intended purpose.

### **3.3 Time is of the Essence**

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

## **ARTICLE IV**

### **CONTRACT PRICE**

#### **4.1 The Contract Price**

**4.1.1** The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the work required in the Bid Documents, the fixed sum of \$69,073.70, (Sixty-nine thousand, seventy-three dollars and seventy cents) for furnishing materials, labor, and equipment necessary for the completion of Project #259-15. The sum set forth in this Paragraph 4.1.1 shall constitute the Contract Price which shall not be modified except by Change Order as provided in this Contract. Actual quantities used for the subject work will be verified and paid using unit pricing as detailed in Request for Proposal Document, unless stipulated as "lump sum".

## **ARTICLE V**

### **PAYMENT OF THE CONTRACT PRICE**

#### **5.1 Payment Procedure**

5.1.1 Based upon the Contractor's applications and certificates for payment issued to the Owner, Owner shall make progress payments to the Contractor to be applied toward the Contract Price.

5.1.2 On or before the tenth day of each month after commencement of the work, the Contractor shall submit an Application for Payment for the period ending the last day of the prior month to the Owner in such form and manner, and with such supporting data and content, as the Owner may reasonably require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Contract Price properly allocable to Contract requirements properly provided, i.e., labor, materials and equipment properly incorporated in the work plus ninety percent (90%) of that portion of the Contract Price properly allocable to materials or equipment incorporated in the work, less the total amount of previous payments received from the Owner for such labor, materials, and equipment. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the work has been properly performed in full accordance with this Contract. When Owner determines amounts requested to be properly owing to the Contractor, the Owner shall make partial payments on account of the Contract Price to the Contractor on a day to be determined each month in which application for payment is made.

5.1.3 The Contractor warrants that upon submittal of an Application for Payment, all work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever. The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees.

5.1.4 No progress payment, nor any use or occupancy of the Project by the Owner, shall be interpreted to constitute an acceptance of any work not in compliance with this Contract.

## **5.2 Withheld Payment**

5.2.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor to protect the Owner from loss because of:

- a) Defective work not remedied by the Contractor;
- b) Claims of third parties against the Owner;
- c) Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- d) Evidence that the balance of the work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- e) Evidence that the work will not be completed in the time required for substantial or final completion;
- f) Persistent failure to carry out the work in accordance with the Contract; or
- g) Damage to the Owner or a third party to whom the Owner is, or may be, liable

## **5.3 Completion and Final Payment**

5.3.1 When all of the work is finally complete and the Contractor is ready for a final inspection, Contractor shall notify the Owner in writing. Thereupon, the Owner will make final inspection of the work and, if the work is complete in compliance with this Contract and this Contract has been fully performed, then the Contractor will promptly issue a final Application for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract.

5.3.2 The Contractor shall not be entitled to final payment unless and until the Contractor submits to the Purchasing Department an affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the work for which the Owner or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the Project Manager or the Owner; and consent of the Surety to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.3.3 The Owner shall make final payment of all sums due the Contractor within thirty (30) days of the Project Manager's execution of a final Certificate for Payment.

5.3.4 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the contractor as unsettled at the time of its request for final payment.

5.3.5 Payment shall be made at the unit rates as set out in the Pricing Schedule submitted by the Contractor for the Work for the quantities actually installed into the Work except as follows:

- (a) There are no exceptions.

## **ARTICLE VI**

### **THE OWNER**

#### **6.1 Information, Services and Things Required From Owner**

6.1.1 The Owner shall furnish to the Contractor, at the time of executing this Contract, any and all written and tangible material in its possession that are necessary to facilitate the completion of this project in a timely manner, if any.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction.

6.1.3 The Owner shall furnish the Contractor, free of charge, three copies of the Contract Documents for execution of the Work.

#### **6.2 Right to Stop Work**

6.2.1 If the Contractor fails or refuses to perform the work in accordance with this Contract, the Owner may order the Contractor to stop the work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that work be resumed. In such event, the Contractor shall immediately obey such order. The stop work order referenced herein must be in writing and must specify in detail the alleged failure of the Contractor in accordance with the contract documents.

#### **6.3 Owner's Right to Perform Work**

6.3.1.1 If the Contractor's work is stopped by the Owner under Paragraph 6.2 and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Project Manager's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, then the Contractor shall pay the difference to the Owner.



## ARTICLE VII

### THE CONTRACTOR

**7.1** The Contractor shall perform the work strictly in accordance with this Contract.

**7.2** The Contractor shall supervise and direct the work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees, subcontractors, and others engaged in the work on behalf of the Contractor.

#### **7.3 Warranty**

**7.3.1** The Contractor warrants to the Owner that all labor furnished to progress the work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the work will be of good quality, free from faults and defects and in strict conformance with this Contract. All work not conforming to these requirements may be considered defective.

**7.4** The Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the work. The Contractor shall comply with all lawful requirements applicable to the work and shall give and maintain any and all notices required by applicable law pertaining to the work.

#### **7.5 Supervision**

**7.5.1** The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner.

#### **7.6 Cleaning the Site and the Project**

**7.6.1** The Contractor shall keep the site reasonably clean during performance of the work. Upon final completion of the work, the Contractor shall clean the site and the Project and remove all waste, together with all of the Contractor's property.

#### **7.7 Access to Work**

**7.7.1** The Owner and the Project Manager shall have access to the work at all times from commencement of the work through final completion. The Contractor shall take whatever steps necessary to provide access when requested.

#### **7.8 Indemnity**

**7.8.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner from and against liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

7.8.2.1 In claims against any person or entity indemnified under this Paragraph 7.8 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.8 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## **ARTICLE VIII**

### **CONTRACT ADMINISTRATION**

#### **8.1 Administration**

8.1.1 The Dawson County Project Manager shall be the Owner's representative from the effective date of this Contract until final payment has been made for work site operations. Any and all change orders must be submitted through the Dawson County Project Manager to the County Manager.

8.1.2 The Owner and the Contractor shall communicate with each other in the first instance through the Project Manager for all site work.

8.1.3 The Owner's Representative shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance by the Contractor.

8.1.4 The Owner's Representative shall have authority to reject work that is defective or does not conform to the requirements of this Contract.

8.1.5 The Owner's Representative will review the Contractor's Applications for Payment and will certify those amounts then due the Contractor as provided in this Contract.

8.1.6 The Owner's Representative, shall, upon request from the Contractor, conduct inspections to determine the date of final completion, will receive records, written warranties and related documents required by this contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

#### **8.2 Claims by the Contractor**

8.2.1 All Contractor claims shall be initiated by written notice and claim to the Owner attention the Purchasing Department. Such written notice and claim must be furnished within seven (7) days after occurrence of the event or the first appearance of the condition giving rise to the claim.

8.2.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this paragraph 8.3 shall be reflected by a Change Order executed by the Owner and the Contractor.

8.2.3 ***Claims for Concealed and Unknown Condition*** - If concealed and unknown conditions are encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract or if unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in the Work of the character provided for in this contract be encountered, then the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by

the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

#### 8.2.4 *Claims for Additional Costs*

8.2.4.1 If the Contractor wishes to make a claim for an increase in the Contract Price, then as a condition precedent to any liability of the Owner, the Contractor shall give the Owner written notice of such claim within seven days after the occurrence of the event or the first appearance of the condition giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.2.4.2 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Owner has been established in a court of competent jurisdiction.

#### 8.2.5 *Claims for Additional Time*

8.2.5.1 If the Contractor is delayed in progressing any task, which at the time of delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting on the Owner's behalf or by changes ordered in the work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving completion of the work shall be extended upon the written notice and claim of the Contractor to the Owner's Representative for such reasonable time as the Owner's representative may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than fifteen (15) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project.

#### 8.2.6 *Claims for Weather Delays*

8.2.6.1 Claims for weather delays shall not be considered unless work is not feasible for more than one-half of a day due to weather conditions. Claims for weather delays shall not be considered for Sundays unless the Contractor consistently works on Sundays prior to the claim. Weather Days are to be turned in within four weeks of the occurrence.

## ARTICLE IX

### CHANGES IN THE WORK

#### 9.1 **Changes Permitted**

9.1.1 Changes in the work within the general scope of this Contract consisting of additions, deletions, revisions, or any combination thereof may be ordered without invalidating this Contract by Change Order. Change Orders are to be processed through the Dawson County Project Manager with the County Manager's signature required as authorization.

9.1.2 Changes in the work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

## **9.2 Change Order Defined**

9.2.1 Change Order shall mean a written order to the Contractor executed by the Owner, issued after execution of this Contract, authorizing and directing a change in the work or an adjustment in the Contract Price or the Contract Time. The Contract Price and the Contract Time may be changed only by Change Order.

## **9.3 Changes in the Contract Price**

9.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then as provided in Subparagraph 9.3.2 below.

9.3.2 If no mutual agreement occurs between the Owner and the contractor as contemplated in Subparagraph 9.3.1 above, the change in the Contract Price, if any, shall then be determined by the Owner on the basis of the reasonable expenditures or savings of performing, deleting or revising the work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order.

9.3.3 If unit prices are provided in the Contract and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or to the Contractor, then the applicable unit prices shall be equitably adjusted.

## **9.4 Notice to Surety; Consent**

9.4.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent and approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

# **ARTICLE X**

## **CONTRACT TERMINATION**

### **10.1 Termination by the Contractor**

10.1.1 If the work is stopped for a period of ninety (90) days by an order of any court or other public authority or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner, terminate performance under this contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor for all work executed.

10.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, then the Contractor may terminate performance under this Contract by written notice to the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 10.2.1.

## **10.2 Termination by the Owner**

### **10.2.1 For Convenience**

10.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

10.2.1.2 The Contractor shall incur no further obligations in connection with the work and the Contractor shall stop work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

10.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

#### 10.2.1.4

- (a) The Contractor shall submit a termination claim to the Owner specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, then the Owner shall pay the Contractor an amount derived in accordance with subparagraph (c) below.
- (b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.
- (c) Absent agreement of the amount due to the contractor, the Owner shall pay the Contractor the following amounts:
  - i. Contract prices for labor, materials, equipment and other services accepted under this Contract;
  - ii. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included, and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

- iii. Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 10.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof;
- iv. The total sum to be paid the Contractor under this Subparagraph 10.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

### **10.2.2 For Cause**

10.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

10.2.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, then the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

10.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to subparagraph 10.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 10.2.1 and the provisions of Subparagraph 10.2.1 shall apply.

## **ARTICLE XI**

### **INSURANCE**

#### **11.1 Contractor's Insurance Requirements**

11.1.1 The Contractor shall maintain in full force and effect at all times during the Contract period Comprehensive General Liability Insurance in an amount equal to One Million (\$1,000,000.00) Dollars.

11.1.2 The Contractor shall provide to the Owner Certificates of Insurance naming the Owner as additional insured party under the policy or policies of Comprehensive General Liability Insurance required by Paragraph 11.1.1.

11.1.3 The insurance policy or policies as aforesaid shall provide that thirty (30) days written notice be given to the Owner prior to cancellation thereof.

11.1.4 The Contractor shall maintain in full force and effect at all times during the Contract period Workers' Compensation Insurance as provided by Georgia law.

**ARTICLE XII**

**MISCELLANEOUS**

**12.1 Governing Law**

12.1.1 This Agreement is to be governed by the law of the State of Georgia and venue for any dispute shall be Dawson County, Georgia

**12.2 Successors and Assigns**

12.2.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

**12.3 Surety Bonds**

12.3.1 The Contractor shall furnish separate performance and payment bonds to the Owner. Each bond shall set forth a penal sum in an amount not less than the contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably suitable to the Owner.

IN WITNESS WHEREOF, the Undersigned have set their hands and seals on the day and date appearing below the signatures of their authorized representatives.

**OWNER:**  
**DAWSON COUNTY, GEORGIA**

**CONTRACTOR:**

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

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

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Attest:**

**Attest:**

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

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

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title: County Clerk**

**Title:** \_\_\_\_\_



**BID #260-15 RFP HISTORIC COURTHOUSE RESTORATION:  
PAINTING & CAULKING  
VENDOR'S PRICE PROPOSAL FORM**

---

Company Name: Metro Waterproofing, Inc.

|                                                                                                                            |                                         |
|----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| Lump Sum Total Price: Supply all labor, supervision, repairs, materials, and equipment for the repairs listed in this RFP: | \$ 56,114.00                            |
| Warranty on materials:                                                                                                     | Sealants - 20 Years, Coating - 10 Years |
| Warranty on labor and craftsmanship:                                                                                       | 5 Years                                 |
| Lead Time:                                                                                                                 | 5 Days                                  |
| Project timeline (Days to complete):                                                                                       | 60 Days                                 |
| Draw Schedule:                                                                                                             | Day 30, Day 60                          |

  
Authorized Signature

Myron E. Bullock, Jr.  
Print Name

Vice President  
Title

November 06, 2015  
Date

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**

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Bid #260-15 RFP Historic Courthouse Restoration: Painting & Caulking

Page 18



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Metro Waterproofing, Inc.  
2935 Alcove Drive  
Scottsdale, GA 30079

### SURETY:

(Name, legal status and principal place of business)

Western Surety Company  
333 S. Wabash Ave.  
Chicago, IL 60604

### Mailing Address for Notices

PO Box 71429  
Newnan, GA 30271

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

### OWNER:

(Name, legal status and address)

Dawson County Board of Commissioners  
25 Justice Way, Suite 2223  
Dawsonville, GA 30534

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** \$ 5% Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Dawson County Historic Courthouse Restoration: Painting & Caulking (Dawsonville, GA)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of November, 2015.

James M. Bullock  
(Witness)

Metro Waterproofing, Inc.  
(Principal) (Seal)

By: Myron E. Bullock  
(Title) MYRON E. BULLOCK VICE PRESIDENT

Michelle Deligne  
(Witness) Michelle Deligne

Western Surety Company  
(Surety) (Seal)

By: J. Erik McMichael  
(Title) J. Erik McMichael, Attorney-in-Fact



**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Suzanne Yeatman, Jennifer Freeman, J Erik McMichael, Casie M Hall, Individually**

of Newnan, GA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of May, 2015.



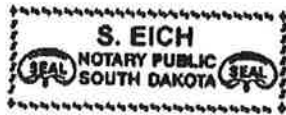
WESTERN SURETY COMPANY

*Paul T. Bruflat*  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 29th day of May, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
February 12, 2021



*S. Eich*  
S. Eich, Notary Public

**CERTIFICATE**

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of November, 2015.



WESTERN SURETY COMPANY

*L. Nelson*  
L. Nelson, Assistant Secretary

## ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

# **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

## **BID #260-15 RFP HISTORIC COURTHOUSE RESTORATION: PAINTING & CAULKING**

This Agreement is made by and between Dawson County, a political subdivision of the State of Georgia, (hereinafter referred to as the "Owner") and Metro Waterproofing a Georgia Corporation (hereinafter referred to as the "Contractor") under seal for all work called for in the Dawson County **Request for Proposal Bid #260-15 RFP Historic Courthouse Restoration: Painting & Caulking** for furnishing materials, labor, and equipment necessary for job description as listed in the specifications and proposed by the Contractor.

### **ARTICLE 1**

#### **THE CONTRACT AND THE CONTRACT DOCUMENTS**

##### **1.1 The Contract**

1.1.1 The Contract between the Owner and the Contractor, consists of the Contract Documents and shall be effective on the date this Agreement is executed by the last party to execute it. If any items in the Contract conflict with the law of the State of Georgia law, law of the State of Georgia shall prevail.

##### **1.2 The Contract Documents**

1.2.1 The Contract Documents consist of this Document, the Request for Proposal Bid #260-15 RFP Historic Courthouse Restoration: Painting & Caulking and all addenda, the Contractor's Bid Schedule, all Change Orders and Field Orders issued hereafter, and any other amendments executed by the parties hereafter. Documents not enumerated in this paragraph are not Contract Documents and do not form part of this Contract.

##### **1.3 Entire Agreement**

1.3.1 This Contract, together with the Contractor's payment bond for the Project, constitutes the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor.

##### **1.4 No Privity with Others**

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

##### **1.5 Intent and Interpretation**

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

## **1.6 Ownership of Contract Documents**

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Owner's prior written authorization.

## **ARTICLE II**

### **THE WORK**

**2.1** The Contractor shall perform all of the Work required, implied or reasonably inferable from this Contract, all in accordance with plans, specifications and drawings of the Project and in accordance with the bid and specifications as outlined in Request for Proposal Bid #260-15 RFP Historic Courthouse Restoration: Painting & Caulking.

**2.2** The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated portion of the Project; furnishing of any required bonds and insurance; provision of required certifications and documentation of associated testing results; provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The work to be performed by the Contractor is generally described as follows:

Contractor shall provide all required labor, materials, tools, and equipment, supervision, insurance, bonds, etc. to perform the scope of work listed in the RFP and any addenda issued for the historic courthouse restoration project. The purpose of this project is to assure the building's exterior walls are watertight and maintain the current look of the façade at the end of the project.

## **ARTICLE III**

### **CONTRACT TIME**

#### **3.1 Time and Liquidated Damages**

3.1.1 The Contractor shall complete the work within a \_\_\_\_\_ calendar day period after notice to proceed.

3.1.2 The Contractor shall pay the Owner the sum of zero dollars (\$00.00) per day for each and every calendar day of delay not excused by Section 8.2.5.1 in achieving completion beyond the time set forth herein for completion of the work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving completion, or any part there, for which the Owner has

withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

### **3.2 Substantial Completion**

3.2.1. "Substantial Completion" shall mean that state in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the work and can utilize the work for its intended purpose.

### **3.3 Time is of the Essence**

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

## **ARTICLE IV CONTRACT PRICE**

### **4.1 The Contract Price**

**4.1.1** The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the work required in the Bid Documents, the fixed sum of \$58,960.00. (Fifty-eight thousand, nine hundred and sixty dollar and zero cents) for furnishing materials, labor, and equipment necessary for the completion of Project #260-15. The sum set forth in this Paragraph 4.1.1 shall constitute the Contract Price which shall not be modified except by Change Order as provided in this Contract. Actual quantities used for the subject work will be verified and paid using unit pricing as detailed in Request for Proposal Document, unless stipulated as "lump sum".

## **ARTICLE V PAYMENT OF THE CONTRACT PRICE**

### **5.1 Payment Procedure**

5.1.1 Based upon the Contractor's applications and certificates for payment issued to the Owner, Owner shall make progress payments to the Contractor to be applied toward the Contract Price.

5.1.2 On or before the tenth day of each month after commencement of the work, the Contractor shall submit an Application for Payment for the period ending the last day of the prior month to the Owner in such form and manner, and with such supporting data and content, as the Owner may reasonably require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Contract Price properly allocable to Contract requirements properly provided, i.e., labor, materials and equipment properly incorporated in the work plus ninety percent (90%) of that portion of the Contract Price properly allocable to materials or equipment incorporated in the work, less the total amount of previous payments received from the Owner for such labor, materials, and equipment. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the work has been properly performed in full accordance with this Contract. When Owner determines amounts requested to be properly owing to the Contractor, the Owner shall make partial payments on account of the Contract Price to the Contractor on a day to be determined each month in which application for payment is made.

5.1.3 The Contractor warrants that upon submittal of an Application for Payment, all work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever. The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees.

5.1.4 No progress payment, nor any use or occupancy of the Project by the Owner, shall be interpreted to constitute an acceptance of any work not in compliance with this Contract.

## **5.2 Withheld Payment**

5.2.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor to protect the Owner from loss because of:

- a) Defective work not remedied by the Contractor;
- b) Claims of third parties against the Owner;
- c) Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- d) Evidence that the balance of the work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- e) Evidence that the work will not be completed in the time required for substantial or final completion;
- f) Persistent failure to carry out the work in accordance with the Contract; or
- g) Damage to the Owner or a third party to whom the Owner is, or may be, liable

## **5.3 Completion and Final Payment**

5.3.1 When all of the work is finally complete and the Contractor is ready for a final inspection, Contractor shall notify the Owner in writing. Thereupon, the Owner will make final inspection of the work and, if the work is complete in compliance with this Contract and this Contract has been fully performed, then the Contractor will promptly issue a final Application for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract.

5.3.2 The Contractor shall not be entitled to final payment unless and until the Contractor submits to the Purchasing Department an affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the work for which the Owner or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the Project Manager or the Owner; and consent of the Surety to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.3.3 The Owner shall make final payment of all sums due the Contractor within thirty (30) days of the Project Manager's execution of a final Certificate for Payment.

5.3.4 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the contractor as unsettled at the time of its request for final payment.

5.3.5 Payment shall be made at the unit rates as set out in the Pricing Schedule submitted by the Contractor for the Work for the quantities actually installed into the Work except as follows:

- (a) There are no exceptions.

## **ARTICLE VI**

### **THE OWNER**

#### **6.1 Information, Services and Things Required From Owner**

6.1.1 The Owner shall furnish to the Contractor, at the time of executing this Contract, any and all written and tangible material in its possession that are necessary to facilitate the completion of this project in a timely manner, if any.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction.

6.1.3 The Owner shall furnish the Contractor, free of charge, three copies of the Contract Documents for execution of the Work.

#### **6.2 Right to Stop Work**

6.2.1 If the Contractor fails or refuses to perform the work in accordance with this Contract, the Owner may order the Contractor to stop the work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that work be resumed. In such event, the Contractor shall immediately obey such order. The stop work order referenced herein must be in writing and must specify in detail the alleged failure of the Contractor in accordance with the contract documents.

#### **6.3 Owner's Right to Perform Work**

6.3.1.1 If the Contractor's work is stopped by the Owner under Paragraph 6.2 and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Project Manager's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, then the Contractor shall pay the difference to the Owner.



## ARTICLE VII

### THE CONTRACTOR

**7.1** The Contractor shall perform the work strictly in accordance with this Contract.

**7.2** The Contractor shall supervise and direct the work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees, subcontractors, and others engaged in the work on behalf of the Contractor.

#### **7.3 Warranty**

**7.3.1** The Contractor warrants to the Owner that all labor furnished to progress the work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the work will be of good quality, free from faults and defects and in strict conformance with this Contract. All work not conforming to these requirements may be considered defective.

**7.4** The Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the work. The Contractor shall comply with all lawful requirements applicable to the work and shall give and maintain any and all notices required by applicable law pertaining to the work.

#### **7.5 Supervision**

**7.5.1** The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner.

#### **7.6 Cleaning the Site and the Project**

**7.6.1** The Contractor shall keep the site reasonably clean during performance of the work. Upon final completion of the work, the Contractor shall clean the site and the Project and remove all waste, together with all of the Contractor's property.

#### **7.7 Access to Work**

**7.7.1** The Owner and the Project Manager shall have access to the work at all times from commencement of the work through final completion. The Contractor shall take whatever steps necessary to provide access when requested.

#### **7.8 Indemnity**

**7.8.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner from and against liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

7.8.2.1 In claims against any person or entity indemnified under this Paragraph 7.8 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.8 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## **ARTICLE VIII**

### **CONTRACT ADMINISTRATION**

#### **8.1 Administration**

8.1.1 The Dawson County Project Manager shall be the Owner's representative from the effective date of this Contract until final payment has been made for work site operations. Any and all change orders must be submitted through the Dawson County Project Manager to the County Manager.

8.1.2 The Owner and the Contractor shall communicate with each other in the first instance through the Project Manager for all site work.

8.1.3 The Owner's Representative shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance by the Contractor.

8.1.4 The Owner's Representative shall have authority to reject work that is defective or does not conform to the requirements of this Contract.

8.1.5 The Owner's Representative will review the Contractor's Applications for Payment and will certify those amounts then due the Contractor as provided in this Contract.

8.1.6 The Owner's Representative, shall, upon request from the Contractor, conduct inspections to determine the date of final completion, will receive records, written warranties and related documents required by this contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

#### **8.2 Claims by the Contractor**

8.2.1 All Contractor claims shall be initiated by written notice and claim to the Owner attention the Purchasing Department. Such written notice and claim must be furnished within seven (7) days after occurrence of the event or the first appearance of the condition giving rise to the claim.

8.2.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this paragraph 8.3 shall be reflected by a Change Order executed by the Owner and the Contractor.

8.2.3 ***Claims for Concealed and Unknown Condition*** - If concealed and unknown conditions are encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract or if unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in the Work of the character provided for in this contract be encountered, then the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by

the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

#### **8.2.4 *Claims for Additional Costs***

8.2.4.1 If the Contractor wishes to make a claim for an increase in the Contract Price, then as a condition precedent to any liability of the Owner, the Contractor shall give the Owner written notice of such claim within seven days after the occurrence of the event or the first appearance of the condition giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.2.4.2 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Owner has been established in a court of competent jurisdiction.

#### **8.2.5 *Claims for Additional Time***

8.2.5.1 If the Contractor is delayed in progressing any task, which at the time of delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting on the Owner's behalf or by changes ordered in the work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving completion of the work shall be extended upon the written notice and claim of the Contractor to the Owner's Representative for such reasonable time as the Owner's representative may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than fifteen (15) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project.

#### **8.2.6 *Claims for Weather Delays***

8.2.6.1 Claims for weather delays shall not be considered unless work is not feasible for more than one-half of a day due to weather conditions. Claims for weather delays shall not be considered for Sundays unless the Contractor consistently works on Sundays prior to the claim. Weather Days are to be turned in within four weeks of the occurrence.

### **ARTICLE IX**

#### **CHANGES IN THE WORK**

##### **9.1 *Changes Permitted***

9.1.1 Changes in the work within the general scope of this Contract consisting of additions, deletions, revisions, or any combination thereof may be ordered without invalidating this Contract by Change Order. Change Orders are to be processed through the Dawson County Project Manager with the County Manager's signature required as authorization.

9.1.2 Changes in the work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

## **9.2 Change Order Defined**

9.2.1 Change Order shall mean a written order to the Contractor executed by the Owner, issued after execution of this Contract, authorizing and directing a change in the work or an adjustment in the Contract Price or the Contract Time. The Contract Price and the Contract Time may be changed only by Change Order.

## **9.3 Changes in the Contract Price**

9.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then as provided in Subparagraph 9.3.2 below.

9.3.2 If no mutual agreement occurs between the Owner and the contractor as contemplated in Subparagraph 9.3.1 above, the change in the Contract Price, if any, shall then be determined by the Owner on the basis of the reasonable expenditures or savings of performing, deleting or revising the work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order.

9.3.3 If unit prices are provided in the Contract and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or to the Contractor, then the applicable unit prices shall be equitably adjusted.

## **9.4 Notice to Surety; Consent**

9.4.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent and approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

# **ARTICLE X**

## **CONTRACT TERMINATION**

### **10.1 Termination by the Contractor**

10.1.1 If the work is stopped for a period of ninety (90) days by an order of any court or other public authority or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner, terminate performance under this contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor for all work executed.

10.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, then the Contractor may terminate performance under this Contract by written notice to the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 10.2.1.

## **10.2 Termination by the Owner**

### **10.2.1 For Convenience**

10.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

10.2.1.2 The Contractor shall incur no further obligations in connection with the work and the Contractor shall stop work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

10.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

#### 10.2.1.4

- (a) The Contractor shall submit a termination claim to the Owner specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, then the Owner shall pay the Contractor an amount derived in accordance with subparagraph (c) below.
- (b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.
- (c) Absent agreement of the amount due to the contractor, the Owner shall pay the Contractor the following amounts:
  - i. Contract prices for labor, materials, equipment and other services accepted under this Contract;
  - ii. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included, and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

- iii. Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 10.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof;
- iv. The total sum to be paid the Contractor under this Subparagraph 10.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

## **10.2.2 For Cause**

10.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

10.2.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, then the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

10.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to subparagraph 10.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 10.2.1 and the provisions of Subparagraph 10.2.1 shall apply.

## **ARTICLE XI**

### **INSURANCE**

#### **11.1 Contractor's Insurance Requirements**

11.1.1 The Contractor shall maintain in full force and effect at all times during the Contract period Comprehensive General Liability Insurance in an amount equal to One Million (\$1,000,000.00) Dollars.

11.1.2 The Contractor shall provide to the Owner Certificates of Insurance naming the Owner as additional insured party under the policy or policies of Comprehensive General Liability Insurance required by Paragraph 11.1.1.

11.1.3 The insurance policy or policies as aforesaid shall provide that thirty (30) days written notice be given to the Owner prior to cancellation thereof.

11.1.4 The Contractor shall maintain in full force and effect at all times during the Contract period Workers' Compensation Insurance as provided by Georgia law.

**ARTICLE XII**

**MISCELLANEOUS**

**12.1 Governing Law**

12.1.1 This Agreement is to be governed by the law of the State of Georgia and venue for any dispute shall be Dawson County, Georgia

**12.2 Successors and Assigns**

12.2.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

**12.3 Surety Bonds**

12.3.1 The Contractor shall furnish separate performance and payment bonds to the Owner. Each bond shall set forth a penal sum in an amount not less than the contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably suitable to the Owner.

IN WITNESS WHEREOF, the Undersigned have set their hands and seals on the day and date appearing below the signatures of their authorized representatives.

**OWNER:  
DAWSON COUNTY, GEORGIA**

**CONTRACTOR:**

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

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

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Attest:**

**Attest:**

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

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

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title: County Clerk**

**Title:** \_\_\_\_\_

**Backup material for agenda item:**

5. Presentation of 2016 GDOT Local Maintenance Improvement Grant (LMIG) Application  
- Public Works Director David McKee





# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department Public Works

Presenter: David McKee

Submitted By: David McKee

Date Submitted: 11-30-2015

Item of Business/Agenda Title: 2016 LMIG Application

**Attach an Executive Summary fully describing all elements of the item of business.  (Attached)**

### THE ITEM IS FOR:

**Work Session presentation only**  
(no action needed)

**OR**  **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: Application must be submitted to GDOT prior to January 1 2016

Purpose of Request: Approval to submit the LMIG Application to GDOT for approval

Department Recommendation: Approve the application as submitted

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information: \_\_\_\_\_

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information: 282027.44 from GDOT with a 30% local match

No

Amount Requested: \$122,000 Amount Budgeted: \$122,000

Fund Name and Account Number: 250-00-4226-xxxxxx-016

Administration Staff Authorization

Dept. Head Authorization: David McKee

Date: 11-30-2015

Finance Dept. Authorization: Dena Bosten

Date: 12/4/2015

County Manager Authorization: \_\_\_\_\_ Work Session Date: \_\_\_\_\_

Comments: \_\_\_\_\_

Attachments: \_\_\_\_\_

## 2016 LMG PROJECT REPORT

COUNTY / CITY Dawson County, GA

| ROAD NAME                                                               | BEGINNING                                                                          | ENDING                                                                              | LENGTH (MILES)                              | DESCRIPTION OF WORK                                                                                                                                                                 | PROJECT COST         | PROJECT LET DATE |
|-------------------------------------------------------------------------|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------|
| Nix Bridge Point Road<br>Blowing Rock<br>Chalet Circle<br>Dogwood Court | Nix Bridge Road<br>Nix Bridge Point Road<br>Nix Bridge Point Road<br>Chalet Circle | Blowing Rock and Chalet Circle<br>Cul-de-sac<br>Nix Bridge Point Road<br>Cul-de-sac | 0.23<br>0.05<br>0.25<br>0.07<br><b>0.60</b> | Work will consist of resurfacing roads with a 1-1/2" (9.5 mm) overlay of asphalt.                                                                                                   | <b>\$ 40,722.00</b>  |                  |
| Chestatee Circle                                                        | Nix Bridge Road                                                                    | Chestatee Circle (Road loops)                                                       | <b>0.93</b>                                 | Work will consist of resurfacing roads with a 1-1/2" (9.5 mm) overlay of asphalt.                                                                                                   | <b>\$ 53,279.50</b>  |                  |
| Regan Road                                                              | Juno Road                                                                          | Regan Road (Road loops)                                                             | <b>0.93</b>                                 | Work will consist of resurfacing roads with a 1-1/2" (12.5 mm) overlay of asphalt.                                                                                                  | <b>\$ 59,079.50</b>  |                  |
| Athens Boat Club Road                                                   | War Hill Park Road                                                                 | Intersection of Brice Road & Charles Drive                                          | <b>0.49</b>                                 | Work will consist of milling .30 miles having 3" depth and deep patching where required, replace ment of aggregate binder (19mm) to 3" depth, and applying 1/1/2" (9.5 mm) overlay. | <b>\$ 109,483.20</b> |                  |
| East View Drive                                                         | Nix Bridge Road                                                                    | Dead end                                                                            | <b>0.37</b>                                 | Work will consist of milling 2" depth and deep patching where required, replacement of aggregate binder (19mm) to 2" depth, and applying 1-1/2" (9.5mm) overlay.                    | <b>\$ 37,437.90</b>  |                  |

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL  
MAINTENANCE & IMPROVEMENT GRANT (LMIG)  
APPLICATION FOR FISCAL YEAR 2016  
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

**LOCAL GOVERNMENT INFORMATION**

Date of Application: \_\_\_\_\_

Name of local government: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Contact Person's Phone Number: \_\_\_\_\_

Contact Person's Fax Number: \_\_\_\_\_

Contact Person's Email: \_\_\_\_\_

Is the Priority List attached?

**LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION**

I, \_\_\_\_\_ (Name), the \_\_\_\_\_ (Title), on behalf of \_\_\_\_\_ (local government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL  
MAINTENANCE & IMPROVEMENT GRANT (LMIG)  
APPLICATION FOR FISCAL YEAR 2016**

**LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION**

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (current edition), Supplemental Specifications (current edition), and Special Provisions.

Local Government:

\_\_\_\_\_  
E-Verify Number

\_\_\_\_\_(Signature)

Sworn to and subscribed before me,

\_\_\_\_\_(Print)

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Mayor / Commission Chairperson

In the presence of:

\_\_\_\_\_(Date)

NOTARY PUBLIC

SEAL:

\_\_\_\_\_  
My Commission Expires:

**FOR GDOT USE ONLY**

The local government's Application is hereby granted and the amount allocated to the local government is \_\_\_\_\_ . Such allocation must be spent on any or all of those projects listed in the Project List.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Terry L Gable  
Local Grants Administrator

**Backup material for agenda item:**

6. Presentation of Purchasing Card Resolution, Ordinance, and Resolution - County Attorney Joey Homans



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Finance on behalf of County Attorney

Presenter: County Attorney Joey Homans

Submitted By: Dena Bosten on behalf of Joey Homans

Date Submitted: 11/25/2015

Item of Business/Agenda Title: Presentation of Purchasing Card Resolution, Ordinance, and Agreement

**Attach an Executive Summary fully describing all elements of the item of business.  (Attached)**

### THE ITEM IS FOR:

**Work Session presentation only**  
(no action needed)

**OR**  **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: Must be approved by January 1, 2016

Purpose of Request: Board approval of Purchasing Card Resolution, Ordinance and Agreement to comply with state law

Department Recommendation: Approve as submitted

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information: \_\_\_\_\_

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information: N/A

No

Amount Requested: N/A Amount Budgeted: N/A

Fund Name and Account Number: \_\_\_\_\_

#### Administration Staff Authorization

Dept. Head Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Dept. Authorization: Dena Bosten Date: 11-25-2015

County Manager Authorization: \_\_\_\_\_ Work Session Date: 12-10-2015

Comments: \_\_\_\_\_

Attachments: Resolution, Ordinance, and Agreement



**DAWSON COUNTY BOARD OF COMMISSIONERS  
EXECUTIVE SUMMARY**

**SUBJECT:** Presentation of Purchasing Card Resolution, Ordinance, and Agreement

**DATE:** 11/25/2015

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

**BUDGET INFORMATION:**  
ANNUAL-  
CAPITAL-

**COMMISSION ACTION REQUESTED ON:** 12/17/2015

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**PURPOSE:** Board approval of Purchasing Card Resolution, Ordinance, and Agreement as required by HB192. This new law relates to County issued purchasing and/or credit cards for County Elected Officials.

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**HISTORY:** During the 2015 legislative session, the General Assembly adopted HB 192, which changes how county elected officials may use County issued purchasing cards and/or credit cards.

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**FACTS AND ISSUES:** Effective January 1, 2016, no county elected official may use a county purchasing or credit card unless:

- (1) The board of commissioners has publicly voted to authorize the elected official to use a county purchasing or credit card;
  - (2) The county has adopted a policy regarding the use of the county purchasing or credit card; and
  - (3) The county and the elected official enter into a contract regarding the use of the county purchasing or credit card.
- 
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**OPTIONS:** Approve items as submitted.

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**RECOMMENDED SAMPLE MOTION:**

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**DEPARTMENT:**

Prepared by: \_\_\_\_\_

Director \_\_\_\_\_





**DAWSON COUNTY, GEORGIA  
PURCHASING CARD RESOLUTION**

**RESOLUTION ESTABLISHING A POLICY STATEMENT ON COUNTY  
ISSUED PURCHASING AND/OR CREDIT CARDS**

**WHEREAS**, Georgia law prohibits counties from issuing purchasing cards and credit cards to elected officials unless the governing authority of the county has authorized such issuance and has promulgated policies regarding their use as provided by law; and

**WHEREAS**, such purchasing cards and credit cards shall only be issued to elected officials designated by the governing authority; and

**WHEREAS**, in order to comply with O.C.G.A. § 36-80-24, the Board of Commissioners desires to authorize certain elected officials to be issued a County purchasing and/or credit card, to adopt the attached ordinance containing the County’s policy on purchasing cards and credit cards and to adopt the attached user agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners adopts the attached Purchasing Card and Credit Card Ordinance for Dawson County Elected Officials.

**BE IT FURTHER RESOLVED** that the Board of Commissioners, by public vote, designates the following Dawson County Elected Officials to receive a County issued purchasing and/or credit card and approves the attached user agreement for the following elected officials:

- Chairman
- Commissioners
- Coroner
- Magistrate Judge
- Probate Judge
- Sheriff
- Superior Court Clerk
- Tax Commissioner
- Surveyor

Approved: \_\_\_\_\_  
Mike Berg, Chairman  
Dawson County Board of Commissioners

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Danielle Yarbrough, County Clerk  
Dawson County Board of Commissioners

Date: \_\_\_\_\_

**AN ORDINANCE OF THE DAWSON COUNTY BOARD OF COMMISSIONERS  
AUTHORIZING ELECTED OFFICIALS TO UTILIZE PURCHASING AND/OR  
CREDIT CARDS; TO PROVIDE A POLICY FOR THE PURCHASING CARD  
PROGRAM; AND TO PROVIDE A USER AGREEMENT BETWEEN DAWSON  
COUNTY AND DAWSON COUNTY ELECTED OFFICIALS**

**WHEREAS**, effective January 1, 2016, O.C.G.A. § 36-80-24 prohibits county elected officials from using government purchasing cards and government credit cards unless the County governing authority authorizes the issuance of such cards by public vote and has promulgated specific policies regarding the use of such cards;

**WHEREAS**, the Board of Commissioners promulgates this ordinance as the official policy of Dawson County.

**NOW, THEREFORE, BE IT ORDAINED** that the following ordinance be adopted by Board of Commissioners to be effective January 1, 2016

**I. Intent and Scope**

This ordinance is intended to comply with the policy requirements of O.C.G.A. § 36-80-24 regarding the use of County issued government purchasing cards and credit cards.

**II. Definitions**

A. “Authorized elected official” means an elected official designated by public vote of the Board of Commissioners to receive a County issued government purchasing card or credit card.

B. “Card Administrator” means the purchasing card and credit card administrator designated by the Board of Commissioners.

C. “County” means Dawson County and/or the Board of Commissioners

D. “County purchase card,” “county p-card” or “county credit card” means a financial transaction card issued by any business organization, financial institution, or any duly authorized agent of such organization or institution, used by a County official to purchase goods, services and other things of value on behalf of the County.

E. “Financial transaction card” means an instrument or device as the term is defined in O.C.G.A. § 16-9-30(5).

F. “User agreement” means the required agreement between the Board of Commissioners and the authorized elected officials which restricts the use of a County purchasing card or credit card.

### **III. Designated Elected Officials**

The Board of Commissioners (“County”), in its discretion, may authorize specific County elected officials to use a county purchasing card or credit card by adoption of a resolution in a public meeting.

No authorized elected official may use a County purchasing card or credit card until and unless he or she has executed the County’s purchasing card and credit card user agreement.

The County will not make payments to any business organization, financial institution, or any duly authorized agent of such organization or institution, for amounts charged by an elected official to any purchasing cards or credit cards that are not issued pursuant to this ordinance or for any purchases that are not authorized by this ordinance.

### **IV. Card Administrator**

The Board of Commissioners shall designate a County purchasing card and credit card administrator. The responsibilities of the Card Administrator include:

- a. Manage County issued purchasing cards and credit cards.
- b. Serve as the main point of contact for all County purchasing card and credit card issues.
- c. Serve as liaison to the elected officials authorized to use a purchasing card or credit card and their staff, as well as to the issuer of the purchasing card or credit card.
- d. Provide training on card policies and procedures to the elected officials authorized to use a purchasing card or credit card and their staff.
- e. Develop internal procedures to ensure timely payment of cards.
- f. Assist authorized elected officials to dispute transactions when necessary.
- g. Establish internal procedures to ensure compliance with this ordinance, County procurement ordinances and policies, County purchasing card and credit card user agreements, applicable agreements with the business organization, financial institution, or any duly authorized agent of such organization or institution, issuing card, and state law, specifically, O.C.G.A. §§ 16-9-37 and 36-80-24.
- h. Document internal controls, audits and other measures to prevent and detect misuse or abuse of the cards.
- i. Audit and reconcile transactions monthly.
- j. Maintain records for at least seven years or as otherwise provided by the County’s record retention policy.

### **V. Use of Cards**

- A. **Authorized Purchases.** County purchase cards and credit cards may be used to purchase goods and services directly related to the public duties of the authorized elected official only. All purchases are subject to the terms of this ordinance, the County purchasing card and credit card user agreement, County procurement policies and ordinances, and the adopted budget.

Only authorized elected officials may use a County purchase card or credit card for purchases or payments. The cards, and use of the cards, are not transferrable to

employees. The authorized elected official shall use care to ensure that others do not have access to the card account number, expiration date and security code.

Unless otherwise approved by the governing authority or established in the County purchasing card and credit card user agreement, the transaction limits are as follows:

Per Transaction: \$1,000

Per Month: \$5,000

- B. **Unauthorized Purchases.** County purchasing cards and credit cards shall not be used for goods and services not directly related to the official responsibilities of the authorized elected official, cash advances, gift card purchases, alcohol and tobacco purchases, entertainment, reoccurring services, or gasoline purchases (unless specifically authorized). Additionally, cards shall not be used to avoid compliance with the County's purchasing ordinances and procedures or travel policies, to purchase goods and services that are not approved in the County's budget, to purchase goods and services exceeding the per transaction or per month limit, or to make purchases not in compliance with the County purchasing card and credit card user agreement.
- C. **Receipts and Documentation.** Receipts, invoices and other supporting documentation of all purchases made with a County purchasing card or credit card shall be obtained and maintained by the authorized County elected official for five years or as otherwise provided by the County's record retention policy. If an original or duplicate cannot be produced, a sworn affidavit of the authorized elected official may be substituted. The documentation must include the supplier or merchant information (i.e., name and location), quantity, description, unit price, total price, price paid without sales tax and an explanation of the purchase sufficient to show that the expense was in the performance of official County duties.
- D. **Public Records.** All receipt and other documentation of purchases are public records and subject to the requirements of O.C.G.A. § 50-18-70 *et seq.*

VI. **Review of Purchases and Audit.** Proper documentation of purchases, internal controls and other measures prevent and allow detection to misuse or abuse of County issued purchase cards and credit cards. Authorized elected officials and staff that process payments under this program shall cooperate and comply with the procedures established by the County.

- A. **Review of Purchases.** All purchases shall be reviewed according to the following procedure: When an authorized transaction occurs, the cardholder or appropriate department personnel codes and approves the transaction in the online banking system. The cardholder's supervisor or Department Head approves the transaction in the online banking system. The Card Administrator then reviews and approves all transactions in the online banking system before recording the transactions in the County's financial software. Cardholders submit monthly statements signed by the cardholder and cardholder's supervisor with all appropriate documentation by the 10<sup>th</sup> of the following month. The Card Administrator reviews each statement and documentation for accuracy and completeness by the end of the following month.

- B. **Audits.** The Card Administrator shall perform an annual review of the card program to ensure adequacy of internal policies and procedures, cardholder spending limits, monthly reconciliation procedures and documentation for transactions. Elected officials and staff shall cooperate with such review.

**VII. Violations.**

- a. An elected official shall reimburse the County for any purchases made with a County issued purchase card or credit card in violation of this ordinance or the user agreement.
- b. In the discretion of the County governing authority, failure to comply with the procedures outlined in this ordinance may result in:
- i. A warning;
  - ii. Suspension of the elected official's authority to use a County purchase card or credit card; or
  - iii. Revocation of the elected official's authority to use a County purchase card or credit card.
- c. Nothing in this ordinance shall preclude the County governing authority from referring misuse of a purchase card or credit card for prosecution to the appropriate authorities.

## **Purchasing Card and/or Credit Card User Agreement between Dawson County and Dawson County Elected Officials**

This Purchasing Card and/or Credit Card User Agreement is between the Board of Commissioners (hereinafter “County”) and \_\_\_\_\_ (hereinafter “Elected Official”), an elected official of Dawson County for use of County Purchasing and/or Credit Card (hereinafter “card”), issued by a bank approved by the Board of Commissioners (hereinafter “Bank”), in accordance with O.C.G.A. § 36-80-24(c)(2).

In exchange for the privilege of being issued a card for the purpose of purchasing goods and services directly related to the public duties of the authorized elected official of the County, Elected Official agrees as follows:

### **I. Authorized and Unauthorized Use.**

- a. Elected Official agrees to use the card for goods and services directly related to Elected Official’s public duties, except for the following:
  - i. Cash advances
  - ii. Alcohol or tobacco
  - iii. Entertainment
  - iv. Gift cards
  - v. Reoccurring services
  - vi. Gasoline (unless specifically authorized)
- b. Elected Official agrees to use the card for the purchase of goods and services authorized by the budget adopted by the Board of Commissioners.
- c. Elected Official shall not use the card for personal use or any use other than goods and service directly related to the official responsibilities of Elected Official.
- d. Elected Official shall not exceed the following transaction limit for the card: \$1,000 transaction limit and \$5,000 monthly limit.
- e. Elected Official shall not subdivide a purchase in an effort to circumvent the transaction limit for the card.
- f. Elected Official shall not request or receive cash from suppliers or vendors as a result of exchanges or returns. All refunds or exchanges must be credited to the card account.

**II. Obligations of Elected Official.** Elected Official agrees to use the card in accordance with the terms and conditions of this Agreement, the Purchasing Card and Credit Card Ordinance for Dawson County Elected Officials (“Ordinance”), incorporated herein by reference, as it may be amended from time to time, and any procedures developed in relation to the use of the card.

- a. Elected Official agrees to cooperate with the Card Administrator in relation to the use of the card, including participation in training, submission of receipts and documentation, notification of lost or stolen cards, etc.
- b. Elected Official shall comply with the County's budget, purchasing policies and procedures when making purchases with the card.
- c. Elected Official shall notify the Card Administrator, if Elected Official's name or contact information changes, within thirty days of such change
- d. Elected Official shall protect the card at all times to prevent unauthorized use.
- e. Elected official shall immediately notify the Bank and Card Administrator if the card is lost or stolen.
- f. Elected Official shall surrender the card immediately upon request, expiration, resignation or removal from office.
- g. Elected Officials acknowledges that he or she is the only individual authorized to use the card.
- h. Elected Officials acknowledges that purchases by the County are exempt from Georgia sales tax. Elected Official shall provide any supplier or vendor with the County's tax exempt number (\_\_\_\_ - \_\_\_\_\_).

**III. Receipts and Documentation.** Receipts are required for all Card transactions. Elected Official shall provide original itemized receipts, invoices and other supporting documentation of all purchases made with the card as required by the Card Administrator. Substantiating documentation shall include the supplier or merchant information, quantity, description, unit price, total price, price paid without sales tax and an explanation of the purchase sufficient to demonstrate that the expense was in the performance of official County duties.

**IV. Violations.** In the discretion of the Board of Commissioners, failure to comply with the terms of this agreement or the ordinance may result in one or more of the following:

- a. Warning;
- b. Suspension of card privileges;
- c. Termination of card privileges;
- d. Collection of an amount equal to the total of any improper purchases, including but not limited to declaring such purchases as an advance on salary to the extent allowed by law; and/or
- e. Prosecution. Official understands and acknowledges that misuse of the card may be considered a crime. Suspected misuse of the card may be reported to the proper authorities for prosecution.

V. **Term.** This agreement shall be for effective for a period of one calendar year effective the 1<sup>st</sup> day of January, 201\_. Either party may terminate the agreement with 30 days notice. The card shall be promptly returned to the Card Administrator in the event of such termination. The Elected Official's obligations of this agreement shall survive the termination of this agreement.

DAWSON COUNTY:

DAWSON ELECTED OFFICIAL:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Title

DATE:

DATE:



**Backup material for agenda item:**

7. Presentation of FY 2016 Chamber of Commerce Contract - Chairman Mike Berg



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: County Administration

Presenter: Chairman Mike Berg

Submitted By: Dena Bosten on behalf of Administration

Date Submitted: 11/25/2015

Item of Business/Agenda Title: Presentation of FY 2016 Chamber of Commerce Contract

**Attach an Executive Summary fully describing all elements of the item of business.  (Attached)**

### THE ITEM IS FOR:

**Work Session presentation only**  
(no action needed)

**OR**  **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: Current contract expires 12/31/2015

Purpose of Request: Execute a contract with the Chamber of Commerce for the purposes of promoting Dawson County through various media and tourism outlets as stipulated in the agreement.

Department Recommendation: Approve contract as submitted

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information: \_\_\_\_\_

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information: Actual payment is based on hotel/motel tax collections. For FY 2016, an additional \$30,000 of unrestricted funds were approved to be used for building improvements. This is a one-time payment only.

No

Amount Requested: based on collections Amount Budgeted: \$201,875 (local-62.5% of estimated collections + \$30,000 of unrestricted portion) + \$55,000 (state – 50% of estimated collections = \$256,875 total budget)

Fund Name and Account Number: 275-00-7520-XXXXXX-000

Administration Staff Authorization

Dept. Head Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Dept. Authorization: Dena Bosten Date: 11-17-2015

County Manager Authorization: \_\_\_\_\_ Work Session Date: 12-10-2015

Comments: \_\_\_\_\_

Attachments: FY 2016 Chamber of Commerce Agreement



**DAWSON COUNTY BOARD OF COMMISSIONERS**  
**EXECUTIVE SUMMARY**

**SUBJECT:** Presentation of FY 2016 Chamber of Commerce Contract

**DATE:** 11/25/2015

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

**BUDGET INFORMATION:**  
ANNUAL-  
CAPITAL-

**COMMISSION ACTION REQUESTED ON:** 12/17/2015

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**PURPOSE:** To execute a contract with the Chamber of Commerce for the purposes of promoting Dawson County through various media and tourism outlets as stipulated in the agreement.

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**HISTORY:** This is a standard, annual service agreement between Dawson County and the Chamber of Commerce.

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**FACTS AND ISSUES:** Contract is the same as previous years but includes a one-time payment of \$30,000 of unrestricted funds to be used for building improvements. Budget has been approved in the FY 2016 budget.

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**OPTIONS:** Approve as submitted.

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**RECOMMENDED SAMPLE MOTION:** Motion to approve the contract between Dawson County and the Dawson County Chamber of Commerce for promoting tourism in Dawson County beginning January 1, 2016, for 62.5% of restricted hotel/motel tax collections and \$30,000 one-time payment of unrestricted funds.

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**DEPARTMENT:**

Prepared by: Dena Bosten on behalf of County Administration

Director \_\_\_\_\_

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**MANAGEMENT AGREEMENT AND CONTRACT FOR SERVICES**

This Agreement entered into by and between the Board of Commissioners of Dawson County (hereinafter “County”) and the Dawson County Chamber of Commerce (hereinafter “Chamber”) this \_\_\_ day of \_\_\_\_\_, 2015.

**WITNESSETH:**

WHEREAS, the County may contract with appropriate entities for the purpose of promoting tourism, conventions and trade shows as authorized by O.C.G.A. § 48-13-51; and

WHEREAS, the Chamber is such an appropriate entity and is ready, willing and able to provide such services; and

WHEREAS, the Chamber qualifies as a “private sector nonprofit organization” as that term is defined in O.C.G.A. § 48-13-50.2 and is exempt from federal income taxation under Section 501(c)(6) of the Internal Revenue Code of 1986.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the County and Chamber agree as follows:

1. The effective date of this Agreement is January 1, 2016, and the term shall be one (1) year.
2. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.
3. The Chamber shall perform or cause to be performed the following services in exchange for payment from the County in accord with the terms hereof:
  - a) promote tourism, conventions and trade shows within Dawson County through the Chamber’s website, printed material, other media and advertising by promoting tourism related businesses, attractions, event facilities, events and festivals, as well as public properties including, but not limited to, Amicalola Falls State Park, Dawson Wildlife Management Area, Lake Lanier and Chattahoochee National Forest;
  - b) prominently feature Amicalola State Park or rooms, facilities, and cabins of Amicalola State Park within promotions and advertisements funded through hotel motel tax revenue remitted to the County by the Department of Natural Resources or a state authority administratively attached to the Department of Natural Resources and paid to the Chamber by the County (O.C.G.A. § 48-13-54);
  - c) provide services to travelers and promote Dawson County as a destination by assisting visitors in the Welcome Center area and answering requests for information by telephone, mail, fax, and e-mail;

- d) provide services to meeting planners, group event planners and tour companies;
  - e) participate in regional and state tourism efforts with groups such as the Northeast Georgia Travel Association, Hospitality Highway and the State of Georgia;
  - f) plan, coordinate and supervise *Familiarization Tours* for tour operators, personnel in the Georgia State Welcome Center program, Travel Writers, Hotel Concierges and other professionals; and
  - g) promote Dawson County at trade shows and events such as Georgia On My Mind Days, New Discoveries and other events sponsored by the region and State of Georgia.
4. The Chamber shall furnish to the County quarterly reports in such form and detail as required by the County.
  5. The Chamber shall maintain adequate records and accounts to assure a proper accounting of all funds received in accord with this Agreement and shall provide an audit to the County from an independent CPA firm licensed in the state of Georgia and shall permit the County or its designated representatives to audit, examine and make excerpts from such records to determine compliance with this Agreement.
  6. The Chamber shall present an annual budget to the County, which shall designate expenditures for the services provided in accord with the terms hereof. This budget shall be attached and incorporated into this Agreement.
  7. The County acknowledges that the services to be provided by the Chamber will result in substantial benefits to Dawson County.
  8. The Chamber represents to the County that the Chamber is experienced and qualified to perform the work and services described herein and that the Chamber is properly equipped, organized and financed to perform such work and services. The Chamber shall finance the Chamber's own operations hereunder, shall operate as an independent party and not as the agent of the County, and nothing contained in this Agreement shall be construed to designate the Chamber or any of its employees, servants or agents as a partner, employee, servant or agent of the County, nor shall either party to this Agreement bind the other in any respect.
  9. The Chamber agrees not to discriminate against any person on the basis of race, color, religion, national origin, sex, age or handicap and shall comply with all applicable federal laws, regulations and guidelines prohibiting discrimination.

10. The Chamber shall not assign nor subcontract this Agreement, or any portion thereof, or any amount payable hereunder without prior written consent of the County.
11. The Chamber shall be entitled to receive, and the County shall pay to the Chamber, 62.5 % of the County's hotel motel tax revenue collected for use by the County appropriated in the 2016 budget, which excludes funds to be paid to the Georgia Department of Natural Resources in accord with a separate contract. The Chamber shall pay a maximum amount of \$10,000.00 to advertise Dawson County Arts Council activities that promote tourism. The County shall pay the hotel motel tax revenue to the Chamber monthly for the services to be performed pursuant to this Agreement.
12. The County shall pay to the Chamber \$30,000 from unrestricted funds for building improvements, to include handicap accessibility.
13. This Agreement and Contract contains the entire Agreement between the County and the Chamber, and no representations are made or relied upon by either party other than those expressly set forth herein. No modification, amendment, waiver, termination or discharge hereof shall be binding upon either party unless executed in writing by the parties.
14. If any paragraph, subparagraph, sentence, clause or any portion of this Agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, then such invalidity shall not be construed to affect the portions of this Agreement not held invalid.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their authorized officers to be effective the day and year indicated.

This \_\_\_ day of \_\_\_\_\_, 2015.

**DAWSON COUNTY, GEORGIA**

**DAWSON COUNTY CHAMBER  
OF COMMERCE**

By: \_\_\_\_\_  
Mike Berg, Chairman

By: \_\_\_\_\_  
Chamber, Chairman

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_  
Danielle Yarbrough, County Clerk

By: \_\_\_\_\_  
Chamber Secretary

**Backup material for agenda item:**

8. Chairman Report





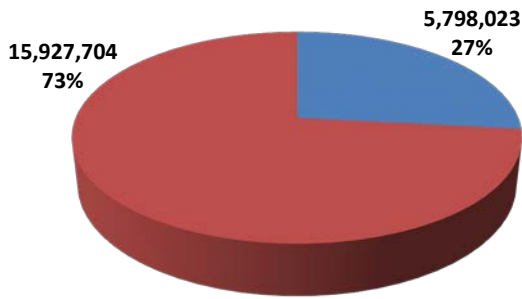
Key Indicator Report

November 2015

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### Budget

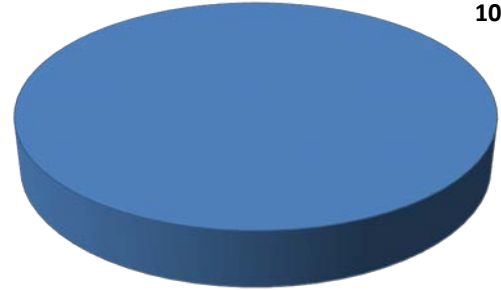
Remaining Expense



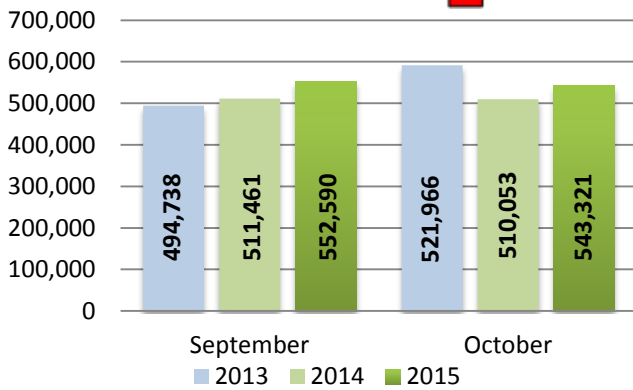
Through 10/31/15

### 311 Requests By Department

Public Works 100%

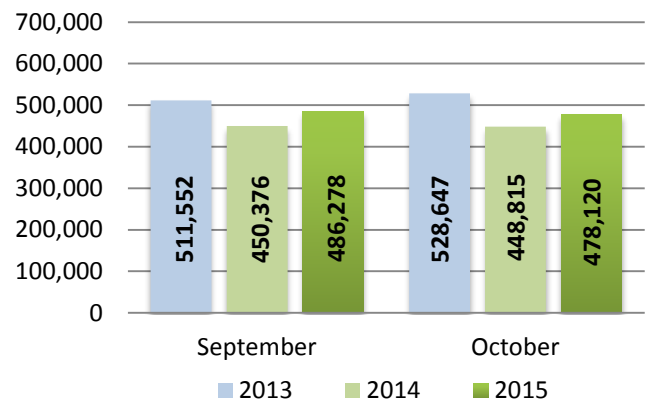


### SPLOST ↑ 6.5%

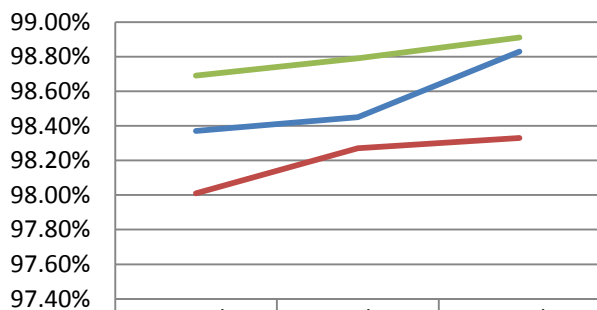


October: County Portion (85%) = \$461,828; City Portion (15%) = \$81,498  
As of July 2015, County is at 85% with SPLOST VI (SPLOST V was 100% to the County)

### LOST ↑ 6.5%

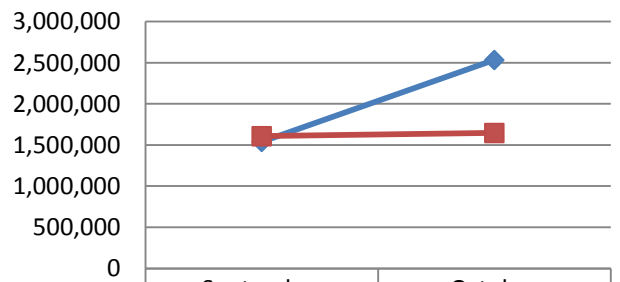


### Property Collections



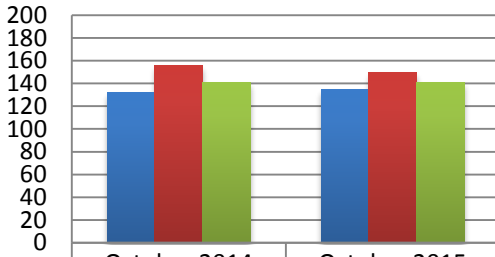
| Year | September | October | November |
|------|-----------|---------|----------|
| 2012 | 98.37%    | 98.45%  | 98.83%   |
| 2013 | 98.01%    | 98.27%  | 98.33%   |
| 2014 | 98.69%    | 98.79%  | 98.91%   |

### All Revenue Per Month



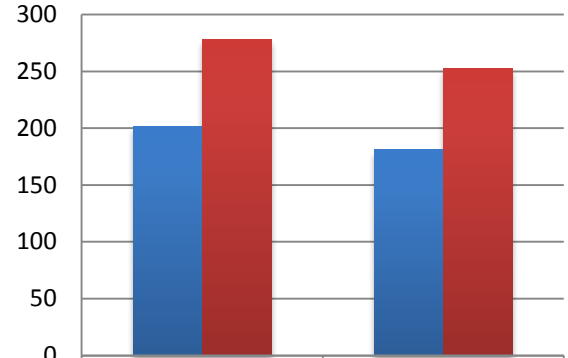
| Year | September | October   |
|------|-----------|-----------|
| 2014 | 1,537,413 | 2,534,763 |
| 2015 | 1,608,432 | 1,647,261 |

### Inmate Population



|                     | October 2014 | October 2015 |
|---------------------|--------------|--------------|
| Lowest Daily Count  | 132          | 135          |
| Highest Daily Count | 156          | 150          |
| Daily Average       | 141          | 141          |

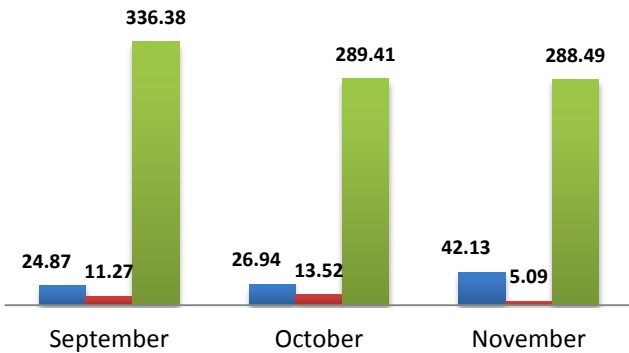
### EMS/Fire Calls for Service



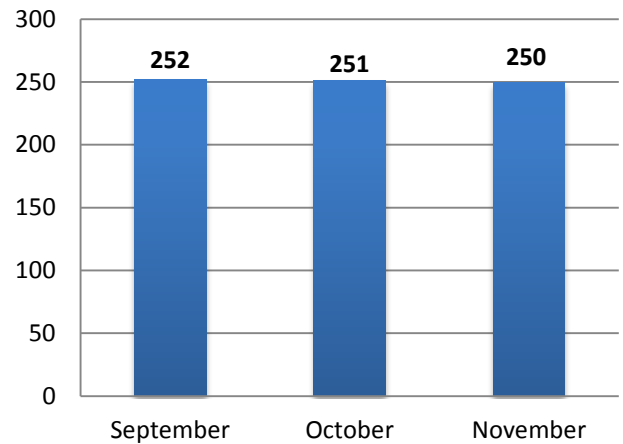
|      | November 2014 | November 2015 |
|------|---------------|---------------|
| EMS  | 202           | 181           |
| Fire | 278           | 253           |

### Recycling

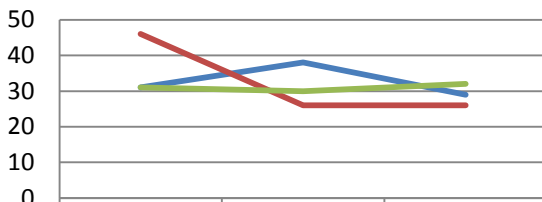
Recycling Other Than Metal Scrap Metal Refuse



### Number of Employees



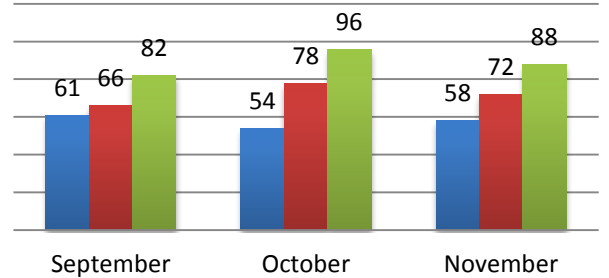
### Permits Issued (Planning & Development)



|      | September | October | November |
|------|-----------|---------|----------|
| 2013 | 31        | 38      | 29       |
| 2014 | 46        | 26      | 26       |
| 2015 | 31        | 30      | 32       |

### Repair Requests (Public Works)

Roads Facilities Fleet





## Dawson County Board of Commissioners

### Elections/Registrar Monthly Report – November 2015

- **New Applications/Transfers In: 0** \*(see below)
- **Changes/Duplicates: 145**
- **Cancelled/Transferred Out: 48**
- **Total Processed: 1,083**

### **HIGHLIGHTS**

#### **Voter Registration Projects:**

All cleanup processes are still in progress, requiring daily changes in voter records. The figures continue to be large in number due to voter response.

\*\* New applications/Transfers In were held in October/November, due to special elections across the state being held in several counties. (December will show a great increase).

#### **Elections Projects:**

- Working task lists assignments for the 5-6 scheduled elections for 2016. The first tasks for the Presidential Preference Primary (ballot proofing, etc.) begin in December 2015.
- Continue the project on consolidating and updating SOP procedures for each function in this office.
- Brittany & Rachele attended 4 ½ days of training at Kennesaw State University. This finalizes GEOC certification for Brittany, now having 3 GEOC certified employees in the Board of Elections & Registration office.

#### **Highlights of plans for upcoming month:**

- 2016 Elections preparation: Presidential Preference Primary ballots proofed & ordered, supplies ordered and absentee ballot packet preparation for December/January mail out.
- 2016 GEOC/VRAG combined conference (due to heavy election year, holding the mandated training conference in 2015). Only the three office staff members are attending this conference.



## Dawson County Board of Commissioners

### Emergency Services Monthly Report – November 2015

| <b>Fire Responses:</b> | September | October | November |
|------------------------|-----------|---------|----------|
| 2013                   | 208       | 261     | 259      |
| 2014                   | 279       | 269     | 278      |
| 2015                   | 239       | 317     | 253      |

| <b>EMS Responses:</b> | September | October | November |
|-----------------------|-----------|---------|----------|
| 2013                  | 169       | 211     | 200      |
| 2014                  | 210       | 194     | 202      |
| 2015                  | 174       | 239     | 181      |

**Plan Reviews: 6**

**EMS Revenue:**

- October 2014: \$53,851.30
- October 2015: \$44,593.33
- 17.2 % decrease

**Plan Review and Inspection Revenue Total: \$ 1,000.00**

- County: \$900.00
- City: \$100.00

**Business Inspections Total: 38**

- County Follow up: 6
- City Follow up: 0
- County Final Inspection: 8
- City Final Inspection: 2
- County Annual Inspections: 22
- City Annual Inspections: 0

### HIGHLIGHTS

**Dawson County Emergency Services Projects:**

- Training hours completed by staff: 1,033.5
- PR Details: 48
- Smoke detector installations: 120
- Search and Rescue: 0
- Fire hydrant flow test, service and painting continues
- Fire investigation: 3
- People trained in CPR: 5
- Child Safety Seat Installations: 3
- Total water usage: 25,200 gallons (EWSA 93 0 gallons, city: 4,700 gallons, Pickens: 0, Cherokee: 0)



## **Dawson County Board of Commissioners**

### Facilities Monthly Report – November 2015

- **Total Work Orders: 72**
- **Community Service Workers: 3**



## Dawson County Board of Commissioners

### Finance Monthly Report – November 2015

#### **FINANCE HIGHLIGHTS**

- **LOST Collections:** \$478,120 – up 6.5% compared to 2014
- **SPLOST Total Collections:** \$543,321 – up 6.5% compared to 2014. *(The County's portion of SPLOST collections are down 9.5% due to the change in distribution from 100% for SPLOST V to 85% for SPLOST VI as of July 2015.)*
  - \$461,823 – County Portion (85%)
  - \$81,498 – City Portion (15%)
- **TAVT:** \$80,721 – up 6.6% compared to 2014
- **See attached Revenue and Expenditure Comparison for 2015**
- **Total County Debt:** \$3,835,821.91 (See attached Debt Summary)
- **Audit Status:** FY 2015 Audit fieldwork to begin January 2016
- **Budget Status:** FY 2016-2018 Budget approved November 5, 2015.

#### **PURCHASING HIGHLIGHTS**

##### **Formal Solicitations**

- None

##### **Informal Solicitations**

- Upgrade 4 cardiac monitors from 2G to 3G for DCES
- Highway vehicle stabilization kit for DCES
- Aluminum storage building for Animal Control to use as equipment storage
- Washer & dryer for Fire Station #2
- Stryker stair chair for ambulances - DCES

##### **Pending Projects**

- Historic Courthouse Restoration  
Project: Windows, Painting & Caulking

##### **Work in Progress**

- Inmate Food Services – FY 2016
- DCSO Vehicles
- Turn Out Gear for DCES
- Chest Compression Devices for DCES
- SCBAs for DCES

##### **Future Bids**

- TE Trail Grant Project
- Guardrails at War Hill Park Road
- Intermediate Jail Demolition
- IT Servers (Revised)
- Convenience Pay Billing (Credit/Debit Card Services)
- SPLOST VI Projects (TBD)

**DAWSON COUNTY  
DEBT SCHEDULE**

AS OF 11/30/2015

| DEBT DESCRIPTION          | BANK/PAYEE                | CURRENT SOURCE OF PAYMENT | DEBT ORIGINATION DATE | DUE DATE OF FINAL PMT | PRINCIPAL BAL AT 12/31/2014                                                                                            | NEW LOANS IN 2015 | 2015 PMTS TO DATE |            | BALANCE DUE  | PENDING 2015 PAYMENTS |          | PROJECTED BAL AT 12/31/2015 | NOTES                                                                                                                                                                                                                                                                                                                                                     |
|---------------------------|---------------------------|---------------------------|-----------------------|-----------------------|------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------|------------|--------------|-----------------------|----------|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                           |                           |                           |                       |                       |                                                                                                                        |                   | PRINCIPAL         | INTEREST   |              | PRINCIPAL             | INTEREST |                             |                                                                                                                                                                                                                                                                                                                                                           |
| 2007 SPLOST 5 Bonds       | Regions Bank              | SPLOST 5                  | 12/27/2007            | 7/1/2015              | 7,865,000.00                                                                                                           | -                 | 7,865,000.00      | 393,250.00 | -            | -                     | -        | -                           | SPLOST 5 Collections/Construction funds from bond proceeds reserved for debt service - PAID IN FULL 7/1/15!!!                                                                                                                                                                                                                                             |
| 2012 EWSA Bonds           | Community & Southern Bank | General Fund              | 5/14/2012             |                       | 2,905,000.00                                                                                                           | -                 | 10,000.00         | 85,836.71  | 2,895,000.00 | -                     | 0.00     | 2,895,000.00                | Partial defeasement of bonds in April 2012 reduced principal by \$1,525,000. Refunded Bonds and received lower interest rate of 2.96% on 5/14/2012. Interest due semi-annually on March 1 and Sept. 1.                                                                                                                                                    |
| Hwy 9 S land-EWSA Note    | Community & Southern Bank | General Fund              |                       |                       | Debt - this loan is on EWSA's books, however, the County pays the interest from General Fund (about \$3,700 per month) | -                 | -                 | 39,948.75  | -            | -                     | 2,981.25 | -                           | This loan is on EWSA's books, however, thru an intergovernmental agreement, the County pays the interest. Also, any proceeds from the sale of wetland and stream bank credits the County receives is paid toward the principal of the loan. The current principal amount is \$1,431,000 at an interest rate of 3%. Accrued interest will be paid monthly. |
| Fire Truck Lease          | Oshkosh Capital           | General Fund              | 1/24/2011             | 9/24/2022             | 835,243.37                                                                                                             | -                 | 90,679.46         | 33,326.20  | 744,563.91   | -                     | -        | 744,563.91                  | 12-yr lease/purchase for 3 pumper trucks; annual payment of \$124,005.66                                                                                                                                                                                                                                                                                  |
| Vehicle Replacement Lease | BB&T                      | General Fund              | 7/8/2015              | 7/8/2015              | -                                                                                                                      | 196,258.00        |                   |            | 196,258.00   | -                     | -        | 196,258.00                  | This amount was approved for vehicle replacement leases in the FY2015 budget. Eligible departments are working with Purchasing to bid out replacement vehicles.                                                                                                                                                                                           |

**Totals**    \$ 11,605,243.37    \$ 196,258.00    \$ 7,965,679.46    \$ 552,361.66    \$ 3,835,821.91    \$ -    \$ 2,981.25    \$ 3,835,821.91



**ACTUAL COMPARISON  
JANUARY - DECEMBER 2015**

| MONTH                     | Jan                 | Feb               | Mar              | Apr              | May                 | Jun                | Jul              | Aug               | Sep                 | Oct                 | Nov          | Dec*         | YTD              |
|---------------------------|---------------------|-------------------|------------------|------------------|---------------------|--------------------|------------------|-------------------|---------------------|---------------------|--------------|--------------|------------------|
| 2014 REVENUE              | 790,257             | 1,377,525         | 1,417,196        | 1,507,900        | 1,501,846           | 1,507,986          | 1,600,030        | 1,550,302         | 1,537,413           | 2,534,763           | 1,571,762    | 2,761,600    | 19,658,579       |
| 2015 REVENUE              | 820,947             | 1,521,261         | 1,480,682        | 1,617,781        | 1,596,514           | 1,714,955          | 1,607,404        | 1,671,224         | 1,608,432           | 1,647,261           |              |              | 15,286,461       |
| <b>% CHANGE</b>           | <b>4%</b>           | <b>10%</b>        | <b>4%</b>        | <b>7%</b>        | <b>6%</b>           | <b>14%</b>         | <b>0%</b>        | <b>8%</b>         | <b>5%</b>           | <b>-35%</b>         | <b>-100%</b> | <b>-100%</b> | <b>-22%</b>      |
| 2014 EXPENSE              | 1,063,535           | 1,518,729         | 1,442,613        | 1,409,211        | 1,785,823           | 1,729,336          | 1,409,860        | 1,355,762         | 1,599,132           | 1,855,090           | 1,661,260    | 1,981,115    | 18,811,467       |
| 2015 EXPENSE              | 1,105,357           | 1,407,334         | 1,444,093        | 1,552,000        | 1,759,628           | 1,794,836          | 1,587,590        | 1,440,349         | 1,785,738           | 2,050,779           |              |              | 15,927,704       |
| <b>%CHANGE</b>            | <b>4%</b>           | <b>-7%</b>        | <b>0%</b>        | <b>10%</b>       | <b>-1%</b>          | <b>4%</b>          | <b>13%</b>       | <b>6%</b>         | <b>12%</b>          | <b>11%</b>          | <b>-100%</b> | <b>-100%</b> | <b>-15%</b>      |
| <b>2015 Total Rev-Exp</b> | <b>\$ (284,410)</b> | <b>\$ 113,927</b> | <b>\$ 36,589</b> | <b>\$ 65,781</b> | <b>\$ (163,114)</b> | <b>\$ (79,881)</b> | <b>\$ 19,814</b> | <b>\$ 230,875</b> | <b>\$ (177,306)</b> | <b>\$ (403,518)</b> | <b>\$ -</b>  | <b>\$ -</b>  | <b>(641,243)</b> |

**REVENUE**  
 YTD 2014 15,325,217  
 YTD 2015 15,286,461  
 % Changed -0.25%

**EXPEDITURES**  
 YTD 2014 15,169,092  
 YTD 2015 15,927,704  
 % Changed 5.00%

\*NOTE: Adjustments will be made during the year-end close out. The actual revenue and expenditure totals are subject to change pending normal year-end adjustments such as accruals and results of the audit.

**Budget to Actual  
October Collections Reported in November**

|              | Actual at<br>10/31/2015 (1) | Percent of Budget<br>Actually Collected/<br>Expended | 2015 BOC (2)<br>Approved Budget | Over(Under)<br>Approved Budget | Percentage<br>Over(Under)<br>Approved Budget |
|--------------|-----------------------------|------------------------------------------------------|---------------------------------|--------------------------------|----------------------------------------------|
| Revenue      | \$ 15,286,461               | 70.36%                                               | \$ 21,725,727                   | \$ (6,439,266)                 | -29.64%                                      |
| Expenditures | 15,927,704                  | 73.31%                                               | 21,725,727                      | (5,798,023)                    | -26.69%                                      |
|              | <u>\$ (641,243)</u>         | <u>-2.95%</u>                                        | <u>\$ -</u>                     | <u>\$ (641,243)</u>            | <u>-2.95%</u>                                |

**\*NOTE:** Adjustments will be made during the year-end close out. The actual revenue and expenditure totals are subject to change pending normal year-end adjustments such as accruals and results of the audit.

**(1)** Reporting actuals as of 10/31/2015 because revenue collections are 30 days behind. The LOST revenues for the month of October 2015 were received in November 2015.

**(2)** Change in total budget due to account adjustments:

|                      |                              |
|----------------------|------------------------------|
| \$ 21,659,305        | Original Budget              |
| \$ 30,401            | Donation Carryover Balances  |
| \$ 1,752             | January Donations Received   |
| \$ 5,053             | February Donations Received  |
| \$ 11,285            | March Donations Received     |
| \$ 2,954             | April Donations Received     |
| \$ 5,465             | May Donations Received       |
| \$ 1,682             | June Donations Received      |
| \$ 1,325             | July Donations Received      |
| \$ 1,600             | August Donations Received    |
| \$ 1,714             | September Donations Received |
| \$ 3,191             | October Donations Received   |
| <u>\$ 21,725,727</u> | Revised Budget               |



## Dawson County Board of Commissioners

### Human Resources Department Monthly Report – November 2015

#### **POSITION CONTROL**

- Positions approved by BOC: 426
- # of filled F/R Positions: 250
- # of filled F/T Positions: 0
- # of filled Grant Funded Positions: 8
- # of filled P/R Positions: 51
- # of filled P/T Seasonal Positions: 14
- # of Supplemental Positions: 48
- # of Vacant Positions: 21
- #of Frozen Positions: 34
- % of Budgeted/Actual Positions: 87%

#### **ADDITIONAL INFORMATION**

- FMLA/LOA tracking: 3
- WC and/or P & L claims filed: 1
- Unemployment claims received: 1
- Performance Evaluations received: 4
- Payroll/Benefit changes keyed: 197

#### **HIGHLIGHTS**

**Positions Advertised/ Posted: 2**

**Applications Received: 43**

**New Hires added into system: 3**

- Christy Jordan- Administration
- Marcus Saucier- Public Works
- Christopher Hawthorne- Sheriff's Office

**Terminations Processed: 4**

- Scott Greer- Emergency Services
- Elaine Ingram- Extension Office
- Eva Turk- Public Defender
- Greg Edwards- Sheriff's Office

**Additional Highlights for November**

- Hosted a Fall Wellness Fair on November 10<sup>th</sup> where employees took advantage of flu shots, glucose testing, BMI measurements, chair massages, and sampled healthy holiday goodies created during the cooking demonstration. Representatives from BCBS, GEBCorp, Parks and Rec., and the Senior Center were also present to answer questions and promote wellness.
- HR Director Yarbrough attended the Georgia Local Government Personnel Association (GLGPA) Fall Conference at Lake Lanier Islands
- Completed all data collection for upcoming ACA reporting



## **Dawson County Board of Commissioners**

Information Technology – November 2015

- **Calls for Service: 129**
- **Service Calls Completed: 129**
- **Average Response Time: 31 minutes**
- **Windstream visits: 1**

### **HIGHLIGHTS**

- Working on server replacement project
- Replaced wireless device on old courthouse
- Starting Jan 1, 2016 the monthly report will change formats



## Dawson County Board of Commissioners

### Margie Weaver Senior Center Monthly Report – November 2015

#### SENIOR CENTER

- **Home Delivered Meals Served**
  - November 2015: 1,479 up 6% compared to same month last year
  - YTD 2015: 18,205 0% (no change) compared to last year
- **Congregate Meals Served**
  - November 2015: 450 up 19% compared to same month last year
  - YTD 2015: 5,146 up 7% compared to last year
- **Physical Activity Participation**(Tai Chi, Silver Sneakers, individual fitness)
  - November 2015: 234 up 8% compared to same month last year
  - YTD 2015: 3,484 down 3% compared to last year
- **Lifestyle Management Participation**(art, bridge, bingo, awareness, prevention)
  - November 2015: 270 up 36% compared to same month last year
  - YTD 2015: 2,849 up 22% compared to last year

#### HIGHLIGHTS

##### **November Events:**

- Senior Center Clients enjoyed a trip to the Apples Houses in Ellijay on November 5<sup>th</sup>.
- The Better Business Bureau conducted a presentation on Holiday Scams on November 3<sup>rd</sup>.
- Dawson County Emergency Services conducted a program on Senior Wellness on November 6<sup>th</sup>.
- UNG conducted a presentation on Depression and played BINGO on November 10<sup>th</sup>.
- Chestatee Hospital conducted a presentation on November 17<sup>th</sup> on Health Education.
- Director Dawn Pruett took eight senior clients to the Church Alliance Dinner on November 25<sup>th</sup>.
- Eleven senior center clients and their families were served a meal on Thanksgiving Day.
- Silver Sneakers classes: Tues/Thurs; Bible Study: 1<sup>st</sup> Tues/every Thurs; Art/Jewelry classes: Thur/Fri

##### **Special Dates Coming Soon:**

- |                                      |                                             |
|--------------------------------------|---------------------------------------------|
| ● December 2, 16, 23: Walmart        | ● December 17: Christmas Party              |
| ● December 4: Movie and Birthday     | ● December 18: Movie and Snack              |
| ● December 5: Christmas Bazaar       | ● December 15: Special Music with Bill Cain |
| ● December 7, 14, 21, 27: BINGO      | ● December 21: Heating Assistance Appts.    |
| ● December 11: Amicalola Falls Lunch | ● December 22: Dollar Tree                  |

#### TRANSIT

- **DOT Trips Provided**
  - November 2015: 244 up 3% compared to same month last year
  - YTD 2015: 3,037 down 2% compared to last year
- **Senior Trips Provided**
  - November 2015: 603 up 7% compared to same month last year
  - YTD 2015: 6,989 up 15% compared to last year
- **# of Miles**
  - November 2015: 6,397 down 11% compared to same month last year
  - YTD 2015: 81,639 down 1% compared to last year
- **Gallons of Fuel**
  - November 2015: 790 up 101 compared to same month last year
  - YTD 2015: 9,725 up 1% compared to last year



## Dawson County Board of Commissioners

### Marshal Monthly Report – November 2015

- **Alcohol License Establishment Inspections:** 2
- **Alcohol Pouring Permits Issued:** 19
- **Animal Control Calls Handled:** 117
- **Animal Bites to Human investigated:** 5
  - 5 Quarantined – Passed
- **Animals Taken to DC Humane Society:** 33
- **Dangerous Dog Classification:** 0
- **Citations Issued:** 0
- **Complaint Calls/In Field Visits:** 106
- **Erosion Site Visits:** 2
- **E-911 Addresses Issued:** 5
- **Non-conforming Signs Removed:** 85

### HIGHLIGHTS

#### **Staff Training:**

- Sgt. Ken Moss will sit for the residential building inspector exam on December 16<sup>th</sup>.
- Sgt. Ken Moss had four hours of mandatory firearms training through DCSO.
- One vicious dog classification is pending if animal is not euthanized upon ten day quarantine period.



## Dawson County Board of Commissioners

### Parks and Recreation Monthly Report – November 2015

- **Youth Sports Participants**
  - November 2015: 1,305 up 40% compared to same month last year
  - YTD 2015: 11,154 up 7% compared to last year
- **Facility Rentals/Bookings/Scheduled Uses:**
  - November 2015: 971 down 13% compared to same month last year
  - YTD 2015: 12,723 down 10% compared to last year
- **Adult and Youth Wellness and Specialty Program Participation:**
  - November 2015: 72 down 39% compared to same month last year
  - YTD 2015: 18,775 up 218% compared to last year
- **Total Customers Served:**
  - November 2015: 2,348 down 2% compared to same month last year
  - YTD 2015: 41,160 up 29% compared to last year

### **HIGHLIGHTS**

#### **Park Special Events:**

- Hosted the 2015 Dawson County employee luncheon at VMP gym on November 20<sup>th</sup>.

#### **Park Projects:**

- WHP winterized for 2015/2016 winter season.
- VMP Pool winterized for 2015/2016 winter season.
- Began painting inside restrooms at RCP 2 story, t-ball and pavilion restrooms.

#### **Athletic and Program Summary:**

- DCPR basketball season began November 30<sup>th</sup> with the first week of games for the season.
- Adult softball season concluded with an end of season tournament at RCP.
- Wrestling practices continued in preparation for the first home meet on December 6<sup>th</sup>.
- Soccer continued games during November due to numerous October rain-outs.
- Joey attended the NGYFA season wrap up and post planning meeting.
- Joey continued his Leadership Dawson participation.
- Joey Carder, Buffie Hamil and Lisa Henson attended GRPA training in Dalton, Ga. November 2-5.
- Specialty programs: basketball lessons, dance classes, adult boot camp, Kid Fit, Tai Chi, Yoga & Zumba.

#### **On the Horizon:**

- Breakfast with Santa and Senior Center Christmas Bazaar: December 5<sup>th</sup> at RCP
- Wrestling meets begin December 6<sup>th</sup>
- On-line Spring Sports registration begins January 4<sup>th</sup>
- Next Park Board meeting: January 11<sup>th</sup> at 5:30pm
- New Program in January: Kangoo Power adult classes; youth and adult tennis lessons, clinics and leagues
- Youth Volleyball begins at the end of February

**Monthly Report Totals - 2015**

| <b>Activity</b>                                 | <b>JAN</b> | <b>FEB</b> | <b>MAR</b> | <b>APR</b> | <b>MAY</b> | <b>JUN</b> | <b>JUL</b> | <b>AUG</b> | <b>SEP</b> | <b>OCT</b> | <b>NOV</b> | <b>DEC</b> | <b>Total</b> |
|-------------------------------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|--------------|
| All Sports Day Camp I                           | -          | -          | -          | -          | -          | 31         | -          | -          | -          | -          | -          | -          | 31           |
| All Sports Day Camp II                          | -          | -          | -          | -          | -          | 42         | -          | -          | -          | -          | -          | -          | 42           |
| Basketball Lessons                              | -          | -          | 7          | 6          | 19         | 11         | 13         | 8          | 0          | -          | 5          | -          | 69           |
| Basketball Pre-Try Out Prep Camp                | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | 0            |
| Battle of the Best Relay for Life Fundraiser    | -          | 792        | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | 792          |
| Boot Camp                                       | 0          | 0          | 0          | 0          | 0          | 0          | 15         | 15         | 12         | 15         | 20         | -          | 77           |
| Breakfast with Santa                            | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | 0            |
| Camp of Ballers                                 | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | 0            |
| Cheerleading Camp                               | -          | -          | -          | -          | -          | -          | 25         | -          | -          | -          | -          | -          | 25           |
| Community Egg Hunt                              | -          | -          | -          | 2,000      | -          | -          | -          | -          | -          | -          | -          | -          | 2,000        |
| Dance                                           | 49         | -          | 49         | 49         | 49         | -          | -          | -          | 31         | 31         | 31         | -          | 289          |
| Dance Camp                                      | -          | -          | -          | -          | -          | 20         | -          | -          | -          | -          | -          | -          | 20           |
| Guard Prep Camp                                 | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | 0            |
| Kids Fit                                        | -          | -          | -          | -          | -          | -          | -          | 8          | 7          | 7          | 2          | -          | 24           |
| Lady Tigers Fundamental Basketball Camp (girls) | -          | -          | -          | -          | -          | 40         | -          | -          | -          | -          | -          | -          | 40           |
| Movies in the Park                              | -          | -          | -          | -          | -          | 650        | -          | -          | -          | -          | -          | -          | 650          |
| Pool Swimmers                                   | -          | -          | -          | -          | -          | 2,253      | 1,841      | 770        | 86         | -          | -          | -          | 4,950        |
| Pups in the Park                                | -          | -          | -          | -          | -          | -          | -          | -          | 200        | -          | -          | -          | 200          |
| Rotary Day                                      | -          | -          | -          | -          | 600        | -          | -          | -          | -          | -          | -          | -          | 600          |
| Sandy & His Dad's Basketball Camp               | -          | -          | -          | -          | -          | 24         | 14         | -          | -          | -          | -          | -          | 38           |
| SilverSplash                                    | -          | -          | -          | -          | 12         | 20         | 13         | 14         | -          | -          | -          | -          | 59           |
| Speed & Footwork Camp                           | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | 0            |
| Spring Sports Opening Day                       | -          | -          | 2,500      | -          | -          | -          | -          | -          | -          | -          | -          | -          | 2,500        |
| Swim Lessons                                    | -          | -          | -          | -          | -          | 41         | -          | -          | -          | -          | -          | -          | 41           |
| Tai Chi / Kung Fu                               | 2          | 2          | 1          | 3          | 3          | 3          | 5          | 4          | 4          | 6          | 5          | -          | 38           |
| Tennis Lessons                                  | 3          | 2          | 2          | 2          | 0          | 1          | 0          | 0          | 0          | -          | -          | -          | 10           |
| Tigers Fundamental Basketball Camp (boys)       | -          | -          | -          | -          | -          | 45         | -          | -          | -          | -          | -          | -          | 45           |
| Trunk or Treat                                  | -          | -          | -          | -          | -          | -          | -          | -          | -          | 3,600      | -          | -          | 3,600        |
| UFA Soccer Camp                                 | -          | -          | -          | -          | -          | 24         | 115        | -          | -          | -          | -          | -          | 139          |
| War Hill Park Guests                            | -          | -          | -          | -          | -          | 682        | 614        | 372        | 297        | 221        | -          | -          | 2,186        |
| Water Aerobics                                  | -          | -          | -          | -          | -          | -          | 7          | -          | -          | -          | -          | -          | 7            |
| Yoga                                            | 12         | 11         | 15         | 13         | 5          | 7          | 10         | 11         | 6          | 6          | 9          | -          | 105          |
| Zumba                                           | 19         | 26         | 25         | 27         | 26         | 26         | 25         | 17         | 7          | -          | -          | -          | 198          |

85    833    2,599    2,100    714    3,920    2,697    1,219    650    3,886    72    0    18,775



| <b>Rock Creek Park</b>                               | Jan | Feb | March | April | May | June | July | Aug | Sept | Oct | Nov | Dec | totals |
|------------------------------------------------------|-----|-----|-------|-------|-----|------|------|-----|------|-----|-----|-----|--------|
| Tv Room                                              | 7   | 3   | 8     | 12    | 6   | 29   | 26   | 17  | 14   | 8   | 6   |     |        |
| Classroom                                            | 14  | 7   | 13    | 11    | 7   | 25   | 22   | 21  | 25   | 18  | 13  |     |        |
| Community Room                                       | 41  | 36  | 48    | 51    | 58  | 68   | 49   | 46  | 48   | 52  | 32  |     |        |
| Gyms                                                 | 190 | 158 | 124   | 140   | 164 | 205  | 180  | 165 | 140  | 170 | 265 |     |        |
| Small Pav.                                           | 2   | 0   | 10    | 11    | 16  | 30   | 35   | 30  | 14   | 9   | 5   |     |        |
| Large Pav.                                           | 2   | 0   | 8     | 7     | 12  | 12   | 10   | 10  | 10   | 7   | 3   |     |        |
| Fields 7-16                                          | 15  | 10  | 150   | 140   | 128 | 152  | 105  | 180 | 200  | 165 | 90  |     |        |
| Soccer Fields                                        | 35  | 25  | 250   | 240   | 225 | 65   | 0    | 50  | 215  | 200 | 150 |     |        |
| Tennis Courts                                        | 15  | 5   | 25    | 20    | 15  | 20   | 25   | 25  | 15   | 10  | 8   |     |        |
| Weight Room                                          | 409 | 385 | 394   | 410   | 452 | 426  | 435  | 420 | 410  | 355 | 185 |     |        |
| Other                                                | 15  | 15  | 15    | 15    | 15  | 15   | 15   | 15  | 15   | 15  | 15  |     |        |
|                                                      |     |     |       |       |     |      |      |     |      |     |     |     |        |
| <b>Veteran's Memorial Park</b>                       |     |     |       |       |     |      |      |     |      |     |     |     |        |
| Gym                                                  | 85  | 50  | 32    | 45    | 42  | 65   | 60   | 45  | 50   | 75  | 155 |     |        |
| Small Pav.                                           | 0   | 0   | 4     | 6     | 4   | 6    | 7    | 5   | 5    | 2   | 2   |     |        |
| Large Pav.                                           | 0   | 0   | 3     | 6     | 5   | 5    | 6    | 5   | 7    | 3   | 2   |     |        |
| Pool                                                 | 0   | 0   | 0     | 0     | 45  | 116  | 122  | 37  | 0    | 0   | 0   |     |        |
| Fields 1-6                                           | 0   | 0   | 85    | 70    | 60  | 65   | 40   | 55  | 55   | 30  | 20  |     |        |
| Football Field                                       | 0   | 0   | 12    | 0     | 0   | 0    |      | 25  | 25   | 20  | 5   |     |        |
| Other                                                | 15  | 15  | 15    | 15    | 15  | 15   | 15   | 15  | 15   | 15  | 15  |     |        |
| Track/Walking Trail                                  | 500 | 500 | 500   | 500   | 500 | 500  | 500  | 500 | 500  | 500 | 500 |     |        |
|                                                      |     |     |       |       |     |      |      |     |      |     |     |     |        |
|                                                      |     |     |       |       |     |      |      |     |      |     |     |     |        |
| Pool opened for summer                               |     |     |       |       | 521 | 2253 | 1841 | 770 | 0    | 0   | 0   |     |        |
|                                                      |     |     |       |       |     |      |      |     |      |     |     |     |        |
|                                                      |     |     |       |       |     |      |      |     |      |     |     |     |        |
| T-Ball Participants                                  | 37  | 124 | 124   | 124   | 124 | 0    | 19   | 67  | 67   | 67  | 0   |     |        |
| BB Participants                                      | 68  | 260 | 258   | 258   | 258 | 50   | 33   | 143 | 143  | 143 | 0   |     |        |
| Adult League                                         | 0   | 0   | 75    | 270   | 270 | 270  | 220  | 200 | 200  | 200 | 200 |     |        |
| Basketball                                           | 265 | 265 | 0     | 0     | 0   | 0    | 0    | 0   | 121  | 275 | 278 |     |        |
| Football                                             | 0   | 0   | 0     | 12    | 154 | 157  | 156  | 144 | 144  | 144 | 144 |     |        |
| Cheer                                                | 0   | 0   | 0     | 0     | 68  | 68   | 67   | 67  | 67   | 67  | 67  |     |        |
| Wrestling                                            | 19  | 0   | 0     | 0     | 0   | 0    | 0    | 0   | 5    | 23  | 23  |     |        |
| Track                                                | 15  | 42  | 43    | 43    | 43  | 0    | 0    | 0   | 0    | 0   | 0   |     |        |
| Travel                                               | 168 | 153 | 165   | 165   | 190 | 190  | 190  | 190 | 190  | 190 | 190 |     |        |
| Instructional League                                 | 0   | 71  | 75    | 75    | 75  | 0    | 0    | 0   | 26   | 49  | 51  |     |        |
| Softball                                             | 0   | 124 | 124   | 124   | 124 | 50   | 8    | 42  | 42   | 42  | 0   |     |        |
| Soccer                                               | 221 | 245 | 245   | 245   | 275 | 280  | 280  | 280 | 352  | 352 | 352 |     |        |
| Swim Team                                            | 55  | 55  | 55    | 55    | 55  | 55   | 55   | 0   | 0    | 0   | 0   |     |        |
| Tournament Participation                             |     |     |       |       |     | 204  | 0    | 0   | 0    | 200 | 0   |     |        |
|                                                      |     |     |       |       |     |      |      |     |      |     |     |     |        |
|                                                      |     |     |       |       |     |      |      |     |      |     |     |     |        |
| ** Soccer Fields closed the month of July for repair |     |     |       |       |     |      |      |     |      |     |     |     |        |



## Dawson County Board of Commissioners

### Planning and Development Monthly Report – November 2015

- **Building permits Issued**
  - November 2015: 32 up 7%
  - YTD 2015: 369 up 14%
- **Business Licenses Issued:**
  - November 2015: 115 down 11%
  - YTD 2015: 1,500 up 2%
- **Total Building Inspections Completed:**
  - November 2015: 253 down 32%
  - YTD 2015: 3,285 up 8%
- **Variances/Zonings Processed:**
  - November 2015: 2 flat
  - YTD 2015: 38 flat
- **Plats Reviewed:**
  - November 2015: 16 up 78%
  - YTD 2015: 89 up 5%
- **Total Stormwater/Erosion Inspections: 24**
- **Total Stormwater Warnings/Stop Work Orders Issued: 4**
- **Total Civil Plan Review Meetings: 0**
- **Total Building Plan Review Meetings: 2**

### HIGHLIGHTS

#### **Planning Projects:**

- EPD approved the Stormwater Management Program on November 15<sup>th</sup>.
- GATEway Grant landscape plan has been approved. Waiting to receive approved copies in order to move forward.
- 2015 updated CIE was submitted to the Georgia Mountain Regional Commission on December 4<sup>th</sup> for review and approval by DCA. We shall wait 60 calendar days prior to adoption of the updated CIE.

#### **Newly Licensed Businesses:**

- 6 Commercial based businesses
- 2 Home based businesses

#### **Highlights of plans for upcoming month:**

- December Planning Commission Items: 2 variance cases (J. Thomas Salon (4470 GA 400: sign variance; Ben Trail on behalf of Ida Waters (346 Little Mountain Road: side setback reduction for existing barn and chicken house).
- Upcoming Plan Review Meetings:
  - December 10: Dawson Crossroads Outparcel 4 Site and Building Plans; Big Dog Drilling Site and Building Plans; Chili's Site Revisions
- Director Burton will attend Leadership Dawson class December 9<sup>th</sup>.
- Jason Holbrook will sit for commercial plumbing inspector exam and Ken Moss will sit for residential building inspector exam on December 16<sup>th</sup>.

# **Dawson County**

## **November 2015**

### **New Business Licensing**

Dawson County has six (6) new Commercial Businesses that have opened this month.

- 1.** American Promotional – Fireworks Sales  
837 Highway 400 South
- 2.** Austin Stryker – Firewood Sales  
War Hill Park Road
- 3.** Chestatee Development Corp. – Land Development  
777 Dogwood Way
- 4.** Sunglass Hut Trading – ownership change -Retail Sunglasses  
800 Highway 400 South
- 5.** True Stitch Boutique – Retail Womens clothing  
54 Lumpkin Campground Road South
- 6.** Waffle House – ownership change – Restaurant  
6636 Highway 53 East

Home Based Business has two (2) new locations and Home Office Business Licenses.

- 1.** Parcels of Presents – Online Sales  
1318 Sweetwater Juno Road
- 2.** Wamuzz L.L.C – Health Care Coaching  
50 Cardinal Cove



## Dawson County Board of Commissioners

### Public Works Monthly Report – November 2015

#### **ROADS:**

- Work Orders: 58
- Mowing: 17.91 miles
- Total gravel: 2,674.5 tons (from stockpile)

#### **ENGINEERING:**

- LMIG application prepared for BOC work session on December 10<sup>th</sup>
  - Preparing documentation for 2015 LMIG final project close-out
- Staff conducted plan reviews for Dawson Market Place

#### **TRANSFER STATION:**

- Solid Waste: 288.49 tons
- Recycling: 42.13 tons
- Recycling scrap metal: 5.09 tons

#### **FLEET:**

- Repair requests: 88

**Backup material for agenda item:**

9. County Attorney Report

Memorandum

To: Dawson County Board of Commissioners

Date: December 10, 2015

From: Joey Homans



Re: County Attorney Report

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1. Roads-Spring Ridge Subdivision-Phase 2. I will be sending you a separate memorandum regarding the road constructed as part of Phase 2 of Spring Ridge Subdivision. Spring Ridge Subdivision developed in two phases. The first phase developed in 1990 and 1991. Those roads (Spring Ridge Court, Woodvalley Trace, and Spring Ridge Drive) were deeded to the County and were expressly accepted by the County at a commission meeting. Phase 2 of Spring Ridge Subdivision developed in 2000 and 2001 by different developers. The road was not dedicated to the County pursuant to a deed nor was the road specifically dedicated to the County during a commission meeting. However, a variance was granted for the road, the road was referenced as a "proposed public road" during the variance proceeding, the plat for Phase 2 approved by the County references that all requirements of the subdivision regulations have been met, and 27 homes have been built on lots in Phase 2. The Phase 2 road is not included on the County's road list, and County road crews have never worked the Phase 2 road even though the Phase 2 road is a continuation of one of the roads accepted as part of Phase 1.
2. National Reimbursement Group Settlement. I am providing you a copy of the check from National Reimbursement Group to satisfy the terms of the settlement agreement.
3. Qualifying Fees for 2016 Elections. In January, you will be presented with a resolution regarding the qualifying fees to run for office. The qualifying fees are established by statute as a percentage of the elected officer's salary. The resolution must be approved before February 1.

Joey

64-10-610

4009

**NATIONAL REIMBURSEMENT GROUP INC.**

OPERATING ACCOUNT

P.O. BOX 2505

MACON, GA 31203

*12-1-15*  
date

GREEN/PURPLE COPY/PRINT

Pay to the order of Dawson County \$ 5,000.00  
Five thousand dollars dollars

Security Features  
including  
Double on Back



**SUNTRUST**

ACH RT 061000104

for

*[Signature]*

MP

⑆061000104⑆1000113672074⑆ 4009