

**DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA - THURSDAY, MAY 14, 2015
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
4:00 PM**

M. NEW BUSINESS

1. Presentation of 2015/2016 Health Insurance Renewal - Director of Administration David McKee
2. Presentation of County Extension Personnel Contract/Memorandum of Understanding - County Extension Agent Clark MacAllister
3. Presentation of Bid #251-15 IFB Course Aggregates (Gravel) for FY2016 - Public Works Director David Headley
4. Presentation of Disaster Declaration Documentation - Emergency Services Director Billy Thurmond
5. Presentation of Social Hosting Ordinance - County Attorney Joey Homans
6. County Manager Report
7. County Attorney Report

Backup material for agenda item:

1. Presentation of 2015/2016 Health Insurance Renewal - Director of Administration 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: Administration

Presenter: D. McKee

Submitted By: D. McKee

Date Submitted: 5-5-2015

Item of Business/Agenda Title: Health Insurance Renewal

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, we need to move forward in preparation of open enrollment

Purpose of Request: Renewal health/dental/vision insurance for eligible employees

Department Recommendation: Accept the proposal with the plan changes as well as increase the self insured coverage

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

Yes Explanation/ Additional Information: Contracts will be drafted following the decision by the BOC

No

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

Yes Explanation/ Additional Information: Insurance expense is currently budgeted through 12-31-2015.

No

Amount Requested: \$2,881,642 (max possible)

Amount Budgeted:

Fund Name and Account Number: Renewal for July2015-June 2016

Administration Staff Authorization

Dept. Head Authorization: D. McKee

Date: _____

Finance Dept. Authorization: _____

Date: _____

County Manager Authorization: CINDY CAMPBELL

Work Session Date: _____

Comments: _____

Current Insurance FY15 budget is through 12-31-15, Remainder will be budgeted in FY16



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Health Insurance Renewal

DATE: 5-5-2015

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

BUDGET INFORMATION:

ANNUAL- \$2,881,642
CAPITAL- _____

COMMISSION ACTION REQUESTED ON: 5-21-2015

PURPOSE: To determine the most viable option to renew health/dental/vision/ Short and long term disability/Life insurance (insurance) to all eligible employees.

HISTORY: Last year the BOC elected to start a self-funded insurance plan following a 19% initial renewal which resulted in no increase to our employees for 3 years. National average health care increase is approximately 9-11%. Health care runs July 1 through June 30 and is budgeted over two budget years.

FACTS AND ISSUES: Initial renewal from Blue Cross Blue Shield (BCBS) was a 30.5% increase. Staff worked with Northwestern and negotiated with BCBS on the self insurance stop/loss insurance and recommend minor plan amendments to achieve a 13% increase

OPTIONS: Staff has reviewed 10-12 options with Northwestern and determined that the proposal presented is the most viable insurance renewal option.

RECOMMENDED SAMPLE MOTION: Motion to accept the proposal as presented by staff and Northwestern Benefits

DEPARTMENT: Administration

Prepared by: D. McKee

Director _____

2015-2016 Employee Health Insurance Renewal



DAVID MCKEE, DIRECTOR OF ADMINISTRATION

**JASON BRADY, PARTNER NORTHWESTERN BENEFIT
CORP.**

JENNIFER PILGRIM, BENEFITS CONSULTANT



**Northwestern
Benefit** CORPORATION
OF GEORGIA

Background



- Northwestern Benefit Corp. insurance broker of record.
- 215 total employees
 - 513 total insured within pool
- Insurance provided in renewal
 - Medical (Partially self Insured)
 - Vision
 - Dental
 - Short and Long Term Disability
 - Life
- July 1, 2015 Effect Date

Past Renewals



- 2011- 2012 Faced a 34% increase from BCBS/ACCG , Additional \$794K needed.
 - Changed Carriers, Adjusted benefits, left ACCG pool
 - Resulted in no increase to the employees and \$33K increase absorbed by the county.
- 2013- No Increase to EE, Minimal increase to the County
- 2014- Faced a 38% Increase from BCBS.
 - Partially self funded medical \$75K stop/Loss Coverage and 120% aggregate corridor.
 - Resulted in a \$262,000 Increase absorbed by the county

Partially Self-Funded insurance pool



- High Risk High Reward
- High claims totaling in (4) aggregate claims exceeding \$75K
- At the time of renewal Dawson County's Loss ratio was ~220% of the maximum claim liability
- Currently

Process Outlined



- March 3rd Staff met with Northwestern Benefit Corp. to discuss the current renewal process.
- April 2nd staff received the initial renewal. North Western negotiated several options at that time. Staff requested additional options.
- April 17th staff met with Northwestern to discuss new renewal options
- May 5th Staff met with Northwestern to discuss final insurance renewal options.

2015 Renewal Option 1

- 31% increase resulting in an ~\$770,000 increase to the insured pool.
 - ✦ \$75K specific stop\loss coverage
 - ✦ 120% aggregate claims corridor
- No Plan Changes
- No Adjustments in premium cost

| Option 1 | |
|-----------------------------|-----------------------------|
| Current | Initial Renewal |
| BCBS/GGL/Aetna/VSP | BCBS/GGL/Aetna/VSP |
| \$483,337 | \$551,897 |
| <i>BCBS</i> | <i>BCBS</i> |
| <i>\$75k spec, 120% agg</i> | <i>\$75k spec, 120% agg</i> |
| \$1,853,584 | \$2,539,210 |
| <i>BCBS</i> | <i>BCBS</i> |
| \$127,184 | \$127,184 |
| <i>BCBS</i> | <i>BCBS</i> |
| \$27,586 | \$27,586 |
| <i>GGL</i> | <i>GGL</i> |
| \$19,631 | \$20,614 |
| <i>VSP</i> | <i>VSP</i> |
| \$0 | \$15,480 |
| - | <i>FlexCore</i> |
| \$2,533,381 | \$3,304,030 |
| --- | \$770,649 |
| --- | 30.4% |

2015 Renewal Option 2



- 13.7 % Increase resulting in \$339,000
 - \$85K specific stop\loss
 - 105% aggregate Claims Corridor
 - Minimal Plan Changes
 - ✦ Adjustment in the RX copays
 - Added HDHP plan paired with an HSA
 - No Premium Cost Increase to the Employees
 - 13% EE and 87%ER premium breakdown

| Option 2 |
|-----------------------------|
| Renewal Option 3 |
| BCBS/Aetna |
| \$488,357 |
| BCBS |
| <i>\$85k spec, 105% agg</i> |
| \$2,186,856 |
| BCBS |
| \$126,071 |
| Aetna |
| \$27,586 |
| Aetna |
| \$15,234 |
| Aetna |
| \$15,480 |
| FlexCare |
| \$2,881,642 |
| \$348,261 |
| 13.7% |

Medical Premium Modeling Option 2



| 2014 Current | 2014 Lives | | | | | | Option 2 | | | | | |
|------------------------|------------|--------------------|----------------------|------------|----------------------|------------|------------|-------------------------|----------------------|------------|----------------------|------------|
| | | Total Monthly Rate | EE Portion (Monthly) | % | ER Portion (Monthly) | % | 2015 Lives | 2015 Total Monthly Rate | EE Portion (Monthly) | % | ER Portion (Monthly) | % |
| Medical HMO | | | | | | | | | | | | |
| Employee Only | 74 | \$452.98 | \$77.26 | 17% | \$375.72 | 83% | 59 | \$614.26 | \$77.26 | 13% | \$537.00 | 87% |
| Employee + 1 | 58 | \$905.95 | \$146.54 | 16% | \$759.41 | 84% | 47 | \$1,030.43 | \$146.54 | 14% | \$883.89 | 86% |
| Family | 74 | \$1,390.64 | \$224.66 | 16% | \$1,165.98 | 84% | 59 | \$1,475.74 | \$224.66 | 15% | \$1,251.08 | 85% |
| Total Monthly | 206 | \$188,973 | \$30,841 | 16% | \$158,132 | 84% | 165 | \$171,740 | \$24,701 | 14% | \$147,040 | 86% |
| Medical POS | | | | | | | | | | | | |
| Employee Only | 4 | \$514.44 | \$130.66 | 25% | \$383.78 | 75% | 4 | \$618.48 | \$130.66 | 21% | \$487.82 | 79% |
| Employee + 1 | 3 | \$1,028.89 | \$261.34 | 25% | \$767.55 | 75% | 3 | \$1,038.86 | \$261.34 | 25% | \$777.52 | 75% |
| Family | 2 | \$1,579.35 | \$400.88 | 25% | \$1,178.47 | 75% | 2 | \$1,488.67 | \$400.88 | 27% | \$1,087.79 | 73% |
| Total Monthly | 9 | \$8,303 | \$2,108 | 25% | \$6,195 | 75% | 9 | \$8,568 | \$2,108 | 25% | \$6,459 | 75% |
| Medical HDHP | | | | | | | | | | | | |
| Employee Only | 0 | | | | | | 15 | \$568.78 | \$91.00 | 16% | \$477.78 | 84% |
| Employee + 1 | 0 | | | | | | 11 | \$937.47 | \$151.64 | 16% | \$785.83 | 84% |
| Family | 0 | | | | | | 15 | \$1,333.03 | \$215.35 | 16% | \$1,117.68 | 84% |
| Total Monthly | 0 | \$0 | \$0 | | \$0 | | 41 | \$38,839 | \$6,263 | 16% | \$32,576 | 84% |
| Total Monthly | | \$197,276 | \$32,950 | | \$164,326 | | | \$219,147 | \$33,072 | | \$186,075 | |
| Total Annual | | \$2,367,313 | \$395,398 | | \$1,971,915 | | | \$2,629,768 | \$396,870 | | \$2,232,899 | |
| Variance | | | | | | | | \$262,455 | \$1,472 | | \$260,983 | |
| % of Total Cost | | --- | 16.7% | | 83.3% | | | --- | 15.1% | | 84.9% | |

2015 Renewal Option 3



- 13.7 % Increase resulting in \$339,000
 - \$85K specific stop\loss
 - 105% aggregate Claims Corridor
 - Minimal Plan Changes
 - ✦ Adjustment in the RX copays
 - Added HDHP plan paired with an HSA
 - Minimal Premium Cost Increase to the Employees
 - 16% EE and 84%ER premium breakdown, Current plan is equal this option

Medical Premium Modeling Option 3



| 2014 Current | 2014 Lives | Total Monthly Rate | EE Portion (Monthly) | % | ER Portion (Monthly) | % | 2015 Lives | 2015 Total Monthly Rate | EE Portion (Monthly) | % | ER Portion (Monthly) | % |
|------------------------|------------|--------------------|----------------------|------------|----------------------|------------|------------|-------------------------|----------------------|------------|----------------------|------------|
| Medical HMO | | | | | | | | | | | | |
| Employee Only | 74 | \$452.98 | \$77.26 | 17% | \$375.72 | 83% | 59 | \$614.26 | \$98.28 | 16% | \$515.98 | 84% |
| Employee + 1 | 58 | \$905.95 | \$146.54 | 16% | \$759.41 | 84% | 47 | \$1,030.43 | \$164.87 | 16% | \$865.56 | 84% |
| Family | 74 | \$1,390.64 | \$224.66 | 16% | \$1,165.98 | 84% | 59 | \$1,475.74 | \$236.12 | 16% | \$1,239.62 | 84% |
| Total Monthly | 206 | \$188,973 | \$30,841 | 16% | \$158,132 | 84% | 165 | \$171,740 | \$27,478 | 16% | \$144,262 | 84% |
| Medical POS | | | | | | | | | | | | |
| Employee Only | 4 | \$514.44 | \$130.66 | 25% | \$383.78 | 75% | 4 | \$618.48 | \$157.08 | 25% | \$461.40 | 75% |
| Employee + 1 | 3 | \$1,028.89 | \$261.34 | 25% | \$767.55 | 75% | 3 | \$1,038.86 | \$263.87 | 25% | \$774.99 | 75% |
| Family | 2 | \$1,579.35 | \$400.88 | 25% | \$1,178.47 | 75% | 2 | \$1,488.67 | \$377.86 | 25% | \$1,110.81 | 75% |
| Total Monthly | 9 | \$8,303 | \$2,108 | 25% | \$6,195 | 75% | 9 | \$8,568 | \$2,176 | 25% | \$6,392 | 75% |
| Medical HDHP | | | | | | | | | | | | |
| Employee Only | 0 | | | | | | 15 | \$571.73 | \$91.48 | 16% | \$480.25 | 84% |
| Employee + 1 | 0 | | | | | | 11 | \$940.42 | \$152.12 | 16% | \$788.30 | 84% |
| Family | 0 | | | | | | 15 | \$1,335.98 | \$215.83 | 16% | \$1,120.15 | 84% |
| Total Monthly | 0 | \$0 | \$0 | | \$0 | | 41 | \$38,960 | \$6,283 | 16% | \$32,677 | 84% |
| Total Monthly | | \$197,276 | \$32,950 | | \$164,326 | | | \$219,268 | \$35,937 | | \$183,331 | |
| Total Annual | | \$2,367,313 | \$395,398 | | \$1,971,915 | | | \$2,631,220 | \$431,244 | | \$2,199,976 | |
| Variance | | | | | | | | \$263,907 | \$35,846 | | \$228,061 | |
| % of Total Cost | | --- | 16.7% | | 83.3% | | | --- | 16.4% | | 83.6% | |

Medical Summary



- **Option 1**
 - Accept Initial renewal of 31% increase totaling \$770,649
- **Option 2**
 - Accept negotiated renewal of \$85K stop\loss, 105% aggregate corridor, added HDHP plan, NO Cost increase to the employees
- **Option 3**
 - Accept negotiated renewal of \$85K stop\loss, 105% aggregate corridor, added HDHP plan, Minimal cost increase to the employees

Option 3 EE Cost Increase



Per Pay Period Increase

- HMO

- EE-----\$10.51
- EE+1-----\$9.17
- Family-----\$5.73

- POS

- EE-----\$13.21
- EE+1-----\$1.27
- Family-----\$-11.21

Ancillary Plans



- Life/ADD- No Increase (Aetna)
- Dental- 9.8% Decrease, change carrier to Aetna
 - Average savings of \$6/month
- Voluntary Life- No Increase (Aetna)
- Short Term Disability- No Increase (Aetna)
- Long Term Disability- No Increase (Aetna)
- Vision - 22.4% Decrease, change carrier to Aetna
 - Average savings of \$2.50/month



Dental Plan Analysis

July 1, 2015 Renewal

| | Current & Renewal - BC/BS of GA | | Aetna | |
|--|---------------------------------|------------------|-----------------------------|------------------|
| | PPO - 100/80/50/50% \$1,000 | | PPO - 100/80/50/50% \$1,000 | |
| Benefits | In-Network | Out-of-Network | In-Network | Out-of-Network |
| Annual Deductible | | | | |
| Individual | \$50 | \$50 | \$50 | \$50 |
| Family | \$150 | \$150 | \$150 | \$150 |
| Deductible Applies To | Basic & Major | Basic & Major | Basic & Major | Basic & Major |
| Plan-year or Calendar-year Accumulation | Calendar Year | Calendar Year | Calendar Year | Calendar Year |
| Annual Plan Maximum | \$1,000 | \$1,000 | \$1,000 | \$1,000 |
| Preventive Services | 100% | 100% | 100% | 100% |
| Basic Service | 80% | 80% | 80% | 80% |
| Major Services | 50% | 50% | 50% | 50% |
| Implants | N/A | N/A | N/A | N/A |
| Periodontic Treatment | 80% | 80% | 80% | 80% |
| Endodontic Treatment | 80% | 80% | 80% | 80% |
| Orthodontic Services | 50% | 50% | 50% | 50% |
| Orthodontia Deductible | \$0 | \$0 | \$0 | \$0 |
| Orthodontia Lifetime Maximum | \$1,000 | \$1,000 | \$1,000 | \$1,000 |
| Orthodontia Age Limits | 19 | 19 | 19 | 19 |
| Annual Open Enrollment | Yes | | Yes | |
| Out of Network Reimbursement | 90th% | | 90th% | |
| Minimum Participation Required | 65% | | 60% | |
| Tier | Counts | Current Rates | Renewal Rates | *Aetna |
| Employee Only | 72 | \$28.82 | \$28.82 | \$26.01 |
| Employee + Spouse | 38 | \$58.58 | \$58.58 | \$52.86 |
| Employee + Child(ren) | 11 | \$72.27 | \$72.27 | \$65.21 |
| Family | 54 | \$101.90 | \$101.90 | \$91.95 |
| Estimated Monthly Premium | | \$10,599 | \$10,599 | \$9,564 |
| Estimated Annual Premium | | \$127,184 | \$127,184 | \$114,768 |
| Percentage Change From Current | | 0.0% | | -9.8% |
| Annual Dollar Change From Current | | \$0.00 | | (\$12,416) |



Vision Plan Analysis

July 1, 2015 Renewal

| Benefits | Current & Renewal - VSP Voluntary: \$20/\$20 12/12/24 | | BC/BS Voluntary: \$20/\$20 12/12/24 | | Aetna Choice Network | |
|---|--|----------------------|--|--------------------|-------------------------|-----------------|
| | In-Network | Out-of-Network | In-Network | Out-of-Network | In-Network | Out-of-Network |
| Eye Exam | \$20 Copay | \$45 Allowance | \$20 Copay | \$30 Allowance | \$20 Copay | \$20 Allowance |
| Eyeglass Lenses | | | | | | |
| Single Vision | \$20 Copay | \$30 Allowance | \$20 Copay | \$25 Allowance | \$20 Copay | \$15 Allowance |
| Bifocal | \$20 Copay | \$50 Allowance | \$20 Copay | \$40 Allowance | \$20 Copay | \$30 Allowance |
| Trifocal | \$20 Copay | \$65 Allowance | \$20 Copay | \$55 Allowance | \$20 Copay | \$60 Allowance |
| Lenticular | N/A | N/A | N/A | N/A | \$20 Copay | \$60 Allowance |
| Progressive (Standard) | \$55 Copay | \$50 Allowance | \$85 Copay | N/A | \$85 Copay | \$30 Allowance |
| Frames | \$130 Allowance | \$70 Allowance | \$130 Allowance | \$45 Allowance | \$130 Allowance | \$65 Allowance |
| Contact Lenses (Elective) | \$130 Allowance | \$105 Allowance | \$130 Allowance | \$105 Allowance | \$130 Allowance | \$105 Allowance |
| Contact Lenses (Medically Necessary) | \$20 Copay | \$105 Allowance | Covered 100% | \$210 Allowance | Covered 100% | \$200 Allowance |
| Frequency of Services | | | | | | |
| Exams | 12 Months | | 12 Months | | 12 Months | |
| Lenses | 12 Months | | 12 Months | | 12 Months | |
| Frames | 24 Months | | 24 Months | | 24 Months | |
| Contact Lenses | 12 Months | | 12 Months | | 12 Months | |
| Laser Vision Correction | Discounts Apply | | Discounts Apply | | Discounts Apply | |
| Provider Network | VSP Choice | | Blue View | | Aetna Vision | |
| Rate Guarantee | Until 6/30/2017 | | Until 6/30/2018 | | Until 6/30/2017 | |
| Tier | Counts | Current Rates | Renewal Rates | BC/BS Rates | Aetna Rates | |
| Employee Only | 62 | \$6.64 | \$6.97 | \$6.93 | \$4.64 | |
| Employee + 1 | 39 | \$10.62 | \$11.15 | \$11.08 | \$8.82 | |
| Employee + Child(ren) | 7 | \$10.84 | \$11.39 | \$11.31 | \$9.28 | |
| Family | 42 | \$17.48 | \$18.36 | \$18.24 | \$13.64 | |
| Estimated Monthly Premium | | \$1,636 | \$1,718 | \$1,707 | \$1,270 | |
| Estimated Annual Premium | | \$19,631 | \$20,614 | \$20,484 | \$15,234 | |
| Percentage Change From Current | | | 5.0% | 4.3% | -22.4% | |
| Annual Dollar Change From Current | | | \$983 | \$251 | (\$4,397) | |

Recommendation



- Staff recommends OPTION 3 medical plan renewal and all ancillary plans as presented.
 - 13.7 % Increase resulting in \$339,000
 - \$85K specific stop\loss
 - 105% aggregate Claims Corridor
 - Minimal Plan Changes
 - Adjustment in the RX copays
 - Added HDHP plan paired with an HSA
 - Minimal Premium Cost Increase to the Employees
 - 16% EE and 84%ER premium breakdown, Current plan is equal this option

Backup material for agenda item:

2. Presentation of County Extension Personnel Contract/Memorandum of Understanding -
County Extension Agent Clark MacAllister



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 Extension Office

Presenter: County Extension Agent Clark MacAllister

Submitted By: County Extension Agent Clark MacAllister

Date Submitted: 04/22/2015

Item of Business/Agenda Title: Presentation of the County Extension Personnel Contract/Memorandum of Understanding

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 X Commission Action Needed.

Is there a deadline on this item? If so, Explain: _____

Purpose of Request: Seek approval of the County Extension Personnel Contract/Memorandum of Understanding between the Board of Regents of the University System of Georgia on behalf of the University of Georgia Cooperative Extension and the Dawson County Board of Commissioners

Department Recommendation: _____

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

Yes Explanation/ Additional Information: _____

X No

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

Yes Explanation/ Additional Information: Salary Supplements for two UGA employees and salary and benefits for one full-time County employee are budgeted.

No

Amount Requested: _____

Amount Budgeted: FY 2015 total salary and benefits budgeted: \$75,070

Fund Name and Account Number: 100-00-7130-51XXXX-000

Administration Staff Authorization

Dept. Head Authorization: _____

Date: _____

Finance Dept. Authorization: Dena Bosten

Date: 5/6/2015

County Manager Authorization: _____

Work Session Date: _____

Comments: _____

Attachments: Contract/MOU

COUNTY EXTENSION PERSONNEL CONTRACT/MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA

On Behalf of

THE UNIVERSITY OF GEORGIA COOPERATIVE EXTENSION

And the

DAWSON

COUNTY BOARD OF COMMISSIONERS

In accordance with the Smith-Lever Act of the U.S. Congress of 1914, an agreement between The Board of Regents of the University of Georgia system on behalf of the University of Georgia Extension and the U.S. Department of Agriculture to conduct Extension work in Georgia, and by virtue of the authority conferred upon the governing authority of the county under Article 9, Section 4, Paragraph 2, of the Constitution as amended in 1983, as implemented in the O.C.G.A. #20-2-62 and O.C.G.A. #48-5-220, 10, the Dawson County Board of Commissioners hereinafter referred to as the **COUNTY** and the Board of Regents of the University of Georgia by and on behalf of the UGA Extension hereinafter referred to as the **UGA EXTENSION** do hereby agree to cooperate in the operation of an Extension education program in agriculture, natural resources and environmental management, family and consumer science, 4-H/youth work, and subjects related thereto in Dawson County.

SECTION I

The UGA EXTENSION shall:

1. - employ and supervise County Extension personnel. It shall be the responsibility of the UGA EXTENSION to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and to determine the total salary applicants are to be paid.
2. - appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the COUNTY.
3. - in the event the work of any County Extension staff member becomes unsatisfactory to the COUNTY, it shall be the responsibility of the COUNTY to communicate this dissatisfaction to the District Extension Director of the UGA EXTENSION. It shall then be the responsibility of the UGA EXTENSION to appropriately deal with the dissatisfaction and advise the COUNTY of action taken, if any. The UGA EXTENSION shall have the right to terminate or transfer personnel from the county. In either case, a replacement will be selected for the county, following the procedure described above.
4. - keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. The UGA EXTENSION shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of three (3) year period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings.
5. - carry out all work under this agreement in accordance with the administrative and other requirements, including personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.
6. - provide County Extension personnel with the necessary stationery, envelopes, publications and other educational materials needed for an effective program. The UGA EXTENSION also agrees to plan, implement and conduct training as necessary to keep County Extension personnel adequately prepared to conduct effective, relevant Extension programs.
7. - pay a portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA EXTENSION salary administration policies.
8. - reimburse all County Extension personnel directly for expenses incurred on behalf of the UGA EXTENSION for officially designated travel outside Dawson County as authorized by the District Extension Director.
9. - support County Extension personnel and the Extension program in Dawson County with necessary assistance of district and state subject matter and supervisory personnel and other resources as available from the University of Georgia, the University System of Georgia, and other agencies and organizations with whom the UGA EXTENSION cooperates.
10. - report to the Dawson County Board of Commissioners at regular intervals on the nature of the County Extension program and progress being made.

SECTION II

The COUNTY shall:

1. - provide a suitable County Extension office; the suitability of the office to be agreed on by all parties. The COUNTY further agrees to provide sufficient funds to pay for necessary office supplies, office equipment, telephone, utilities, data communication/networking (including broadband internet connectivity), postage, demonstration materials, janitorial service and other items necessary for the operation of an effective Extension education program.
2. - provide a portion of the salaries and associated benefits of County Extension personnel as shall be agreed upon by UGA EXTENSION and the COUNTY. Salary and benefits, including leave, shall be calculated according to policies established by the Board of Regents. The UGA EXTENSION will provide monthly statements to the COUNTY reflecting the COUNTY

portion of benefits and/or salary. COUNTY reimbursement for county portion of benefits will be made to the UGA EXTENSION in the full amount upon receipt of the statement. COUNTY reimbursement for county portion of salary shall be paid monthly by the COUNTY directly to County Extension personnel unless some other method is agreed upon in writing by the UGA EXTENSION and the COUNTY.

3. - when an individual terminates employment through resignation or retirement, and chooses to take a lump-sum payment for accumulated annual leave, the COUNTY agrees to pay their share of the annual leave payment in accordance with UGA leave policy.
4. - reimburse the travel expenses of County Extension personnel for official travel on behalf of Dawson County. The reimbursement shall be paid monthly by the COUNTY directly to County Extension personnel unless some other method is agreed upon in writing by the UGA EXTENSION and the COUNTY.
5. - approve or disapprove appointment recommendations of County Extension personnel.
6. -notify the District Extension Director of the UGA EXTENSION if the work of any County Extension staff member is unsatisfactory to the COUNTY.
7. - evaluate financial support to the UGA EXTENSION annually, make adjustments as necessary for continued effective support, and to notify the UGA EXTENSION of these adjustments. The evaluation should include salary dollars for cost-of-living and/or merit increases.

SECTION III

1. This Contract/Memorandum shall take effect when it is executed by the DAWSON COUNTY BOARD OF COMMISSIONERS and the UGA EXTENSION.
2. The term of this Agreement shall be from (date) _____ until rescinded. It may be terminated by either party by written notice of such intent provided ninety (90) days in advance.
3. This Agreement may be modified by mutual written agreement of the parties hereto.
4. This Agreement may be renewed annually by letter of agreement signed by the parties hereto.
5. Neither party to this agreement will discriminate against any employee or applicant for employment or against any applicant for enrollment at any school or college or against any student in his/her course of study or training because of race, color, sex, creed, national origin, age, disability, or veteran status.

Date Chairman, Board of Commissioners, Dawson County Or
County Administrator/Manager

Date County Extension Coordinator, Dawson County

Date District Extension Director

Date Associate Dean for Extension, Cooperative Extension
University of Georgia

Date Dean and Director, College of Agricultural and Environmental Sciences
University of Georgia

Date Vice President for Public Service and Outreach
University of Georgia

Backup material for agenda item:

3. Presentation of Bid #251-15 IFB Course Aggregates (Gravel) for FY2016 - Public Works
Director David Headley



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: Purchasing on behalf of Public Works

Presenter: Public Works Director David Headley

Submitted By: Purchasing Director Davida Simpson

Date Submitted: May 5, 2015

Item of Business/Agenda Title: Presentation of Bid #251-15 IFB Course Aggregates (Gravel) for FY2016

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: July 23, 2015 is the 90 deadline for BOC to take action

Purpose of Request: To secure pricing under an annual contract for gravel beginning January 1, 2016

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: Contract 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: Contract is for FY 2016. Amount will be budgeted during the FY 2016 budget process.
- No

Amount Requested: as needed Amount Budgeted: FY 2015 budget: \$165,000

Fund Name and Account Number: 100-00-4220-531116-000

Administration Staff Authorization

Dept. Head Authorization: _____ Date: _____

Finance Dept. Authorization: Dena Bosten Date: 5/6/2015

County Manager Authorization: CINDY CAMPBELL Work Session Date: 05/14/2015

Comments: Bid documents can be found at www.dawsoncounty.org> Bids& RFPs> Under Evaluation. Contract is attached. Exhibit B is the Vendor's Price Proposal Form



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Presentation of Bid #251-15 IFB Course Aggregates (Gravel) for FY2016

DATE: May 5, 2015

BUDGET INFORMATION:

ANNUAL- _____
CAPITAL- _____

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

COMMISSION ACTION REQUESTED ON: May 21, 2015

PURPOSE: To secure pricing under an annual contract for gravel beginning January 1, 2016. Contract is on as-needed basis.

HISTORY: Standard standby contract for goods. Current contract will expire December 31, 2015 with no additional option to renew.

FACTS AND ISSUES: Vulcan Materials Company is the only responsive, responsible bidder. This is considered a sole source due to geographical location.

OPTIONS: Approve as submitted (recommended). Reject and quote separately as needed.

RECOMMENDED SAMPLE MOTION: Motion to approve Bid #251-15 IFB Course Aggregates (Gravel) for FY2016 to the only responsible, responsive bidder, Vulcan Materials Company out of Atlanta, GA, and approve the contract as submitted beginning January 1, 2016.

DEPARTMENT:

Prepared by: David Simpson

Director _____

ANNUAL CONTRACT AND AGREEMENT

| | |
|-----------------------------|--|
| Contract Start Date: | January 1, 2016 |
| Contract End Date: | December 31, 2016 |
| Contract Name: | Course Aggregates (Gravel) |
| Vendor Name: | Vulcan Materials Company |
| Address: | 800 Mount Vernon Hwy, NE, Suite 200 Atlanta, GA 30328 |
| Telephone No.: | 706-982-9071 |
| Contact Person: | Greg Webber |
| Payment Terms: | Net 30 days |

This Agreement is hereby made and entered into this 1st day of January, 2016, by and between Dawson County, Georgia (hereinafter referenced as “County”) and Vulcan Materials Company, a Georgia limited liability corporation, (hereinafter referenced as “Vendor”).

The Invitation for Bids pursuant to Dawson County Bid No. #251-15 Course Aggregates (Gravel) addenda issued for the Invitation for Bids referenced herein, and the Vendor’s bid are hereby incorporated herein by reference and made a part of this contract and agreement between the parties.

1. **Products/Material**

Vendor shall furnish the products/material in accord with the Invitation for Bids and the addenda issued for the Invitation for Bids and the Vendor’s bid set forth within “Exhibit A” that is attached hereto incorporated herein by reference.

2. **Term of Agreement**

This Agreement shall commence on the 1st day of January, 2016 and shall terminate on December 31, 2016 with two (2), one (1) calendar year renewals permitted if both parties agree. The Vendor shall provide the County with a minimum of ninety (90) days notice of any request for changes to the original contract terms; provided, however, that any price increase shall not exceed three percent (3%) of the contract price for the term being renewed for any renewal term. This contract shall be automatically renewed in accord with the terms hereof, unless the County takes action to terminate the Contract by providing thirty (30) days’ notice of the intent not to renew the terms thereof.

If, at any time, the County determines it is in its best interest to discontinue use of these services the County reserves the right to cancel this Agreement by giving thirty (30) days advance written notice.

3. **Multi-Year Contract**

This Contract and Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which this Contract is executed and at the close of each succeeding calendar year for which the Contract may be renewed. This Contract shall be automatically renewed in accord with

the terms hereof, unless the County takes action to terminate the Contract by providing thirty (30) days notice of the intent not to renew the terms hereof.

The total obligation of the County for the calendar year of execution shall be the amount set forth within "Exhibit A." The total obligation that will be incurred in each calendar year renewal term, if renewed, shall be the amount set forth within "Exhibit A" plus any price increase permitted in accord with the terms hereof. Title to any supplies, materials, equipment, or other personal property shall remain in the Vendor until fully paid for by the County.

This Contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the terms of this Contract or any renewal.

4. Payment

Compensation to the Vendor shall be as set forth in the Invitation for Bids, any addenda issued for the Invitation for Bids, and the Vendor's Bid and shall constitute payment in full for work completed.

5. Invoices

All invoices from the Vendor shall provide itemized detail of the items purchased. The Vendor represents to the County that the Vendor is experienced and properly qualified to perform the functions to be performed by the Vendor in accord with the terms hereof and that the Vendor is properly equipped, organized and financially able to perform such functions.

The Vendor shall not assign, transfer, nor convey the terms of this Contract or any part hereof without written consent from the County.

6. Confidential Information

While providing services for the County, the Vendor shall not disclose any confidential information that may become known to the Vendor. Personnel acting on behalf of the Vendor shall be instructed to not remove any of the County's documents or materials and to not disclose any confidential information to any persons other than County personnel, unless written authorization from the County is provided.

All documents and materials prepared pursuant to the Bid and this Contract shall be the property of Dawson County. The County shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any report, data, map, or other material obtained or prepared as a result of this Contract and Agreement.

7. Litigation and Arbitration

The County and the Vendor agree to resolve through negotiation, mediation or arbitration any disputes between the parties arising out of or relating to this Contract and Agreement. If the parties do not resolve the dispute through negotiation and do not agree to mediation, then arbitration shall be the exclusive and final method of resolving any

disputes related to this Agreement. Arbitration proceedings shall be in accord with O.C.G.A. § 9-9-1, et seq., the Georgia Arbitration Code. Venue for any litigation arising from this Contract shall be the Superior Court of Dawson County, Georgia. A demand for arbitration shall be made within a reasonable term after the claim, dispute or other matter in question occurs, but not later than one-hundred and eighty (180) days after such claim, dispute or other matter.

8. Notices

Any notice required in accord with the terms hereof shall be delivered via certified mail or commercial delivery service as follows:

County:

Contractor:

Dawson County Board of Commissioners
ATTN: Purchasing Director
25 Justice Way, Suite 2223
Dawsonville, GA 30534

Vulcan Materials Company
ATTN: Greg Webber
800 Mount Vernon Hwy NE, Suite 200
Atlanta, GA 30328

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 20__.

DAWSON COUNTY, GEORGIA

CONTRACTOR:

By:

By:

Name:

Name:

Title:

Title:

Attest:

Attest:

By:

By:

Name:

Name:

Title:

Title:



**BID #251-15 IFB COURSE AGGREGATES (GRAVEL) FY2016
VENDOR'S PRICE PROPOSAL FORM
PAGE 1 OF 2**

Company Name: VULCAN MATERIALS COMPANY - DAHLONEGA QUARRY

| Gravel Type | Quantity Estimate | Unit of Measure | Virgin Material Total Bid Price Per Ton | Recycled Material Total Bid Price Per Ton |
|------------------------------|-------------------|-----------------|---|---|
| Rip Rap Type 1 | 50 | per ton | 16.25 | |
| Rip Rap Type 3 | 216 | per ton | 16.25 | |
| Surge | 271 | per ton | 15.75 | |
| Baby Surge | 35 | per ton | 15.75 | |
| Graded Aggregates Base (GAB) | 20,390 | per ton | 9.50 | |
| #34 Stone | 52 | per ton | NA | |
| #4 Stone | 127 | per ton | 13.00 | |
| #57 Stone | 152 | per ton | 13.25 | |
| #89 Stone | 108 | per ton | 15.00 | |
| M-10 Screenings | 24 | per ton | 11.00 | |
| Sand | 20 | per ton | 12.00 | |

Recycled materials not previously used. Estimates are based on Virgin Materials.

Note: The total bid price per ton shall include: gravel and any other applicable charges as stated on page 8, Section 3.3. No additional charges will be accepted after the bid opening.

Bidder's Financial Response Form continued on next page.



**BID #251-15 IFB COURSE AGGREGATES (GRAVEL) FY2016
VENDOR'S PRICE PROPOSAL FORM
PAGE 1 OF 2**

Company Name: VULCAN MATERIALS COMPANY - CHEROKEE QUARRY

| Gravel Type | Quantity Estimate | Unit of Measure | Virgin Material Total Bid Price Per Ton | Recycled Material Total Bid Price Per Ton |
|------------------------------|-------------------|-----------------|---|---|
| Rip Rap Type 1 | 50 | per ton | 16.25 | |
| Rip Rap Type 3 | 216 | per ton | 16.25 | |
| Surge | 271 | per ton | 15.75 | |
| Baby Surge | 35 | per ton | 15.75 | |
| Graded Aggregates Base (GAB) | 20,390 | per ton | 9.00 | |
| #34 Stone | 52 | per ton | 12.00 | |
| #4 Stone | 127 | per ton | NA | |
| #57 Stone | 152 | per ton | 13.25 | |
| #89 Stone | 108 | per ton | 15.00 | |
| M-10 Screenings | 24 | per ton | 11.00 | |
| Sand | 20 | per ton | 12.00 | |

Recycled materials not previously used. Estimates are based on Virgin Materials.

Note: The total bid price per ton shall include: gravel and any other applicable charges as stated on page 8, Section 3.3. No additional charges will be accepted after the bid opening.

Bidder's Financial Response Form continued on next page.



COURSE AGGREGATES (GRAVEL) FOR FY2016 #251-15 IFB

Overview

- Standard standby contract for goods
 - ▣ Purchase on an as-needed basis
 - ▣ Commodity was bid out in anticipation of December 31, 2015 contract expiration
 - ▣ All renewals have been exhausted
 - ▣ Vendor performance and goods meet expectations and has been helpful
- Bid Ordinance requires sealed bids on all commodities over \$25,000.00.
 - ▣ FY2014: \$186,355
- Bid was released on March 25, 2015

Acquisition Strategy

- 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

- Notice sent to multiple vendors (State-wide)
- 1 proposals received
 - Considered a sole source given our location in North Georgia

Sole Source Information

- On a local level, 13 notices of bid opportunity were sent out
- Most local vendors obtain course aggregates from one vendor, Vulcan Materials Company, Inc. at one of the two local plants: Canton or Dahlonega
- No local vendor can complete with direct pricing from the “manufacturer”

Bid Results

| Gravel Type | Quantity Estimate* | Unit of Measure | Virgin Material Total Bid Price Per Ton - Canton | Virgin Material Total Bid Price Per Ton - Dahlonega |
|------------------------------|--------------------|-----------------|--|---|
| Rip Rap Type 1 | 50 | per ton | \$16.25 | \$16.25 |
| Rip Rap Type 3 | 216 | per ton | \$16.25 | \$16.25 |
| Surge | 271 | per ton | \$15.75 | \$15.75 |
| Baby Surge | 35 | per ton | \$15.75 | \$15.75 |
| Graded Aggregates Base (GAB) | 20,390 | per ton | \$9.00 | \$9.50 |
| #34 Stone | 52 | per ton | \$12.00 | N/A |
| #4 Stone | 127 | per ton | N/A | \$13.00 |
| #57 Stone | 152 | per ton | \$13.25 | \$13.25 |
| #89 Stone | 108 | per ton | \$15.00 | \$15.00 |
| M-10 Screenings | 24 | per ton | \$11.00 | \$11.00 |
| Sand | 20 | per ton | \$12.00 | \$12.00 |

- * Estimates based off FY2014 usage
- Proposals reflect an increase compared to 2013 contract price. Vendor reports higher costs and market. Vendor did not raise costs during previous contract.

Bid Results Explained

- Dawson County purchases course aggregates from both the Canton and Dahlonega plants
- Location of project site determines plant
 - Projects on the west and south sides of the County buy from Canton
 - Projects on the east and north sides of the County buy from Dahlonega
- This is a cost savings to the County to utilize both facilities

Recommendation

- Staff respectfully requests the Board to award Bid #251-15 IFB Course Aggregates (Gravel) to the only responsive, responsible bidder, Vulcan Materials Company out of Atlanta, GA, and approve the contract as submitted beginning January 1, 2016.

Backup material for agenda item:

4. Presentation of Disaster Declaration Documentation - Emergency Services Director Billy Thurmond



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: ESA

Presenter: Billy Thurmond

Submitted By: Billy Thurmond

Date Submitted: 05-04-2015

Item of Business/Agenda Title: Disaster Declaration Documentation

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:

Purpose of Request: BOC approval for Chairman to sign Designation of Applicant's Agent Form and Sub- Grantee Agreement

Department Recommendation: BOC approval for Chairman to sign disaster declaration documents

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

Yes Explanation/ Additional Information: Sent to County Attorney Homans

No

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

Yes Explanation/ Additional Information: Applying for funding for disaster declaration for Feb. 15-18 ice storm

No

Amount Requested:

Amount Budgeted:

Fund Name and Account Number:

Administration Staff Authorization

Dept. Head Authorization: Billy Thurmond Date: 05-04-2015

Finance Dept. Authorization: _____ Date: _____

County Manager Authorization: CINDY CAMPBELL Work Session Date: 05/14/2015

Comments: _____



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Disaster Declaration Documents

DATE: 05-04-2015

BUDGET INFORMATION:

ANNUAL- _____
CAPITAL- _____

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

COMMISSION ACTION REQUESTED ON: Approval for Chairman to sign Disaster Documents

PURPOSE: The Disaster of Applicant's Agent Resolution and future Sub-grantee packet are documents that have to be signed and returned for the county to become eligible to receive disaster funding.

HISTORY: A winter storm came through the county on Feb. 15 that caused damage that included debris and vehicle damage.

FACTS AND ISSUES: The county is eligible to receive funding to recoup cost in categories A (Debris Removal), B (Emergency Response), and E (equipment). We are currently working on the project work sheets with FEMA and GEMA

OPTIONS:

RECOMMENDED SAMPLE MOTION: Recommend BOC approval for chairman to sign Designation of Applicant's Agent Resolution and Sub-grantee agreement.

DEPARTMENT: ESA

Prepared by: Billy Thurmond

Director Billy Thurmond

PUBLIC ASSISTANCE ALTERNATIVE PROCEDURES PILOT PROGRAM FOR DEBRIS REMOVAL



FEMA

Frequently Asked Questions

On January 29, 2013, President Obama signed into law the Sandy Recovery Improvement Act of 2013 (P.L. 113-2). This law amended the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) to include Section 428, which authorized alternative procedures for the Public Assistance (PA) Program for debris removal. Section 428 authorizes the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) to implement the alternative procedures through a pilot program.

This document provides answers to frequently asked questions regarding the alternative procedures for debris removal. For additional information, refer to the *Public Assistance Alternative Procedures Pilot Program Guide for Debris Removal*.

General

1. What are the alternative procedures for debris removal?

Section 428 authorized the following alternative procedures for debris removal:

- Accelerated Debris Removal – Increased Federal Cost Share (Sliding Scale)
- Recycling Revenues
- Straight-Time Force Account Labor
- Debris Management Plan and one (1) or more Pre-Qualified Contractor(s)

FEMA is not currently implementing the alternative procedures for fixed estimate grants and use of excess funds for debris removal as part of this pilot program.

2. Is it optional for the subgrantee to participate in the alternative procedures for Debris Removal?

Yes. Participation in the alternative procedures is voluntary.

3. Can a subgrantee elect which alternative procedures it would use?

Subgrantees may elect to use one or more of the procedures for their debris removal projects. Utilizing multiple alternative procedures is allowed, but not required for any given debris removal project.

4. How long will the alternative procedures be available?

The program will remain in place through June 27, 2015, at which point FEMA will determine whether to extend it for an additional performance period.

**PUBLIC ASSISTANCE
ALTERNATIVE PROCEDURES
PILOT PROGRAM FOR DEBRIS REMOVAL**



FEMA

5. How can a subgrantee request participation in the alternative procedures?

The subgrantee must notify the grantee and FEMA of its intent to participate in the alternative procedures by signing and submitting the *Public Assistance Alternative Procedures Pilot Program for Debris Acknowledgement* before obligation of its first subgrant for debris removal or within 60 days of the Kickoff Meeting, whichever occurs earlier.

6. Can a subgrantee rescind its request to participate in the alternative procedures for debris removal?

Yes. If the subgrantee wishes to rescind its participation in one or more of the alternative procedures, and none of its subgrants for debris removal have been obligated, it must provide FEMA written notification within 60 days of the Kickoff Meeting. Once the subgrantee's first subgrant for debris is obligated or the 60 days after the Kickoff meeting have passed, the subgrantee may not alter its decision regarding participation in the alternative procedures.

7. Do the alternative procedures apply to both small and large projects?

For disasters declared between June 28, 2013, and June 27, 2014, the alternative procedures apply only to large projects with the exception of the Straight-Time Force Account Labor Procedure, which applies to both small and large projects. For disasters declared on or after June 28, 2014, all of the alternative procedures apply to both small and large projects.

8. How will FEMA obligate project costs with different federal cost share percentages?

FEMA will prepare versions to a project for each time period associated with a change to the federal cost share.

9. Is Direct Federal Assistance (DFA) for debris removal available to be used in conjunction with the alternative procedures?

DFA is not authorized in conjunction with the Accelerated Debris Removal Procedure. If DFA is authorized under the declaration, the grantee (on behalf of the subgrantee) may request DFA in conjunction with other alternative procedures.

PUBLIC ASSISTANCE ALTERNATIVE PROCEDURES PILOT PROGRAM FOR DEBRIS REMOVAL



FEMA

Accelerated Debris Removal - Increased Federal Cost Share (Sliding Scale)

10. What is the Accelerated Debris Removal Procedure?

The Accelerated Debris Removal Procedure is an increase in the federal cost share based on completion of debris removal work within the following timelines:

| Debris Removal Completed (Days from Start of Incident Period) | Federal Cost Share |
|--|-------------------------------|
| 0-30 | 85% |
| 31-90 | 80% |
| 91-180 | 75% |
| No federal dollars for debris removal after 180 days (unless an extension is granted by FEMA) | |

11. Under what circumstances will FEMA grant a time extension beyond 180 days?

FEMA grants time extensions based on extenuating circumstances or unusual project requirements that are beyond a subgrantee's control.

Recycling Revenues

12. Can the subgrantee retain revenues generated through recycling of eligible disaster-related debris?

Yes. The subgrantee may retain the revenue when used to:

- meet the non-federal cost sharing requirements of PA Program funding for debris removal;
- develop comprehensive disaster preparedness and assistance plans, programs, and capabilities;
- conduct activities that reduce the risk of future damage, hardship or suffering from a major disaster or emergency; or
- conduct activities to improve future debris removal operations or planning .

13. Is there a deadline to use the revenue?

Yes. Funds should be used prior to the period of performance deadline to complete the debris removal activities.

**PUBLIC ASSISTANCE
ALTERNATIVE PROCEDURES
PILOT PROGRAM FOR DEBRIS REMOVAL**



FEMA

14. What are the subgrantee's requirements for notifying the grantee regarding receipt and use of recycling revenue?

The subgrantee should provide documentation of any revenue received no later than 30 days after completion of the debris removal operation, to include the quantity and types of debris recycled. The subgrantee should provide a detailed accounting of how the funds were used no later than 90 days after the period of performance deadline.

15. Is the cost of establishing and managing a recycling program or process eligible for PA Program funding?

No. The cost of establishing and managing a recycling program or process cannot be claimed as a direct project cost on the debris removal subgrant.

16. Is the cost of collecting, sorting, processing and transporting disaster debris to a recycling facility eligible?

The costs for collecting, sorting, processing and transporting disaster debris, including recyclable materials, may be eligible. However, costs related to additional sorting, processing and transporting debris for the purpose of recycling is not eligible.

Straight-Time Force Account Labor

17. What types of personnel are eligible for straight-time force account labor?

Straight-time is eligible for the labor of budgeted employees and extra hires who are engaged in eligible debris removal operations. Straight-time eligibility can also apply to salaried and exempt employees. The salary must be comparable to labor rates for similar types of work.

18. Is straight-time force account labor eligible for other emergency work activities?

No. Straight-time force account labor is only eligible for debris removal under these alternative procedures.

19. Does reimbursement of straight-time force account labor include associated fringe benefits?

Yes. Straight-time fringe benefits are eligible for reimbursement.

20. What documentation does FEMA require for reimbursement of straight-time force account labor?

The subgrantee should document all costs related to the work performed, including, but not limited to, the specific activities performed by each employee, volume and type of debris removed, employee rates, and breakdown of fringe benefits. Documentation should differentiate overtime versus straight-time work and costs.

PUBLIC ASSISTANCE ALTERNATIVE PROCEDURES PILOT PROGRAM FOR DEBRIS REMOVAL



FEMA

Debris Management Plans

21. What are the requirements that a subgrantee must meet for the one-time two percent incentive?

The subgrantee must have a FEMA accepted Debris Management Plan and have identified one (1) or more pre-qualified debris removal contractor(s) before the date of the declaration's incident period. The adjustment is applied to debris removal work completed within 90 days from the first day of the incident period. Once a subgrantee utilizes this incentive, it is not available to the same subgrantee in a subsequent declaration during the course of the pilot program.

22. If FEMA reviewed a Debris Management Plan prior to the implementation of the Alternative Procedure Pilot Program for Debris Removal, must a jurisdiction re-submit its plan for review and acceptance to be eligible for the one-time two percent incentive?

Yes. The subgrantee should submit its plan to the grantee. The grantee will review and forward to FEMA for consideration. Prior to submission, the subgrantee should update its plan to incorporate any changes or additions.

23. What are the parameters of FEMA's review of a Debris Management Plan?

FEMA will ensure that the Debris Management Plan contains the basic components of a comprehensive plan that include at least the following planning elements:

- debris management overview
- events and assumptions
- debris collection and removal plan
- temporary debris management sites and disposal locations
- debris removal on private property
- use and procurement of contracted services
- use of force account labor
- monitoring of debris operations
- health and safety requirements
- environmental considerations and other regulatory requirements
- public information
- identify one (1) or more pre-qualified debris and wreckage removal contractors

Additional guidance is available in the Public Assistance Alternative Procedures - Debris Management Plan Review Job Aid.

24. By reviewing the Debris Management Plan, is FEMA committing to fund operations guided by the plan?

No. FEMA funding will be based on costs that are eligible under the PA Program.

PUBLIC ASSISTANCE ALTERNATIVE PROCEDURES PILOT PROGRAM FOR DEBRIS REMOVAL



FEMA

25. When a subgrantee has identified a pre-qualified contractor, does the applicant need to competitively bid a contract?

Yes, the subgrantee must still comply with 44 CFR Part 13. A pre-qualified contractor is not a contractor that has been awarded a contract. The importance of identifying pre-qualified contractors is to have qualified contractors that can readily bid on the debris removal project.

26. How can stand-by contracts with debris removal contractors meet the requirement of being “pre-qualified”?

The process to pre-qualify contractors requires that the subgrantee identify and evaluate contractors’ abilities to perform debris removal work (capabilities, bonding, insurance, availability, etc). If the subgrantee has signed a stand-by contract with debris removal contractors that meet the subgrantee’s qualification standards to perform debris removal work, FEMA would consider those contractors as pre-qualified. If the subgrantee utilizes the stand-by contract, federal reimbursement will be based on reasonable costs and compliance with the procurement requirements detailed in 44 CFR Part 13.

27. Can the one-time incentive of a two percent increased cost share adjustment be used in conjunction with the Accelerated Debris Removal – Increased Federal Cost Share (Sliding Scale) Procedure?

Yes. If the subgrantee has a Debris Management Plan that FEMA has accepted, has identified at least one (1) pre-qualified contractor and elects to utilize both procedures, FEMA will add an additional two percent to the incentive associated with the sliding scale for the first 90 days of debris removal operations.

Special Considerations

28. How will insurance proceeds be applied to subgrants processed using the alternative procedures?

Any insurance proceeds will be deducted from the subgrant, inclusive of any private property debris removal subgrants, in order to comply with Section 312 of the Stafford Act, which prohibits duplication of benefits.

29. Will FEMA review alternative procedures subgrants for compliance with environmental and historic preservation (EHP) laws, regulations, and executive orders?

Yes. FEMA must review alternative procedure subgrants for compliance with all applicable EHP requirements. This includes the use of revenues generated from recycling disaster-related debris. Any use of revenue for expenditures such as equipment or training would not require additional EHP review; however, should funds be applied for a project that involves ground disturbing activities would require EHP review prior to construction. Additionally, when applicable, subgrantee should provide documentation demonstrating compliance with the Resource Conservation and Recovery Act (RCRA).

**PUBLIC ASSISTANCE
ALTERNATIVE PROCEDURES
PILOT PROGRAM FOR DEBRIS REMOVAL**



FEMA

Grants Management, Closeout, and Appeals

30. When is a debris removal alternative procedures subgrant closed?

Debris removal alternative procedures subgrants are closed upon FEMA's receipt of a detailed accounting of the work performed and the grantee's certification that the subgrantee completed the approved scope of work.

31. Can a subgrantee submit an appeal for a debris removal alternative procedures subgrant?

Yes. A subgrantee may appeal any determination that FEMA makes during the subgrant approval and obligation process. A subgrantee may appeal changes that are made to an alternative procedures subgrant following an audit.

APPENDIX - A

Public Assistance Alternative Procedures Pilot Program for Debris Removal Acknowledgement

In accordance with the Sandy Recovery Improvement Act of 2013, the Federal Emergency Management Agency (FEMA) is implementing alternative procedures for the Public Assistance (PA) Program through a pilot program.

As a representative of the Subgrantee, we elect to participate in the following:

- Accelerated debris removal - increased federal cost share (sliding scale)
 - Recycling Revenue (Subgrantee retention of income from debris recycling without a grant offset)
 - One-time incentive for a FEMA-accepted debris management plan and identification of at least one pre-qualified contractor
 - Reimbursement of straight time force account labor costs for debris removal
1. The pilot is voluntary, and the Subgrantee must apply the selected alternative procedures to all of its debris removal subgrants.
 2. For the sliding scale, the Subgrantee accepts responsibility for any costs related to debris operations after six months from the date of the incident unless, based on extenuating circumstances, FEMA grants a time extension.
 3. The Subgrantee acknowledges that FEMA may request joint quantity evaluations and details regarding Subgrantee operations necessary to assess the pilot program procedures.
 4. All contracts must comply with local, State, and Federal requirements for procurement, including provisions of 44 CFR Part 13.
 5. *The Subgrantee must comply with all Federal, State and local environmental and historic preservation laws, regulations, and ordinances.*
 6. The Office of Inspector General may audit any Subgrantee and/or subgrant.
 7. Once a subgrant is awarded/obligated using a debris removal alternative procedure, the subgrant cannot revert back to standard program procedures.

Signature of Subgrantee's Authorized Representative

Date

Printed Name and Title

Subgrantee Name

PA ID Number

- We elect to **not** participate in the Alternative Procedures for Debris Removal.

DESIGNATION OF APPLICANT'S AGENT

RESOLUTION

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DAWSON COUNTY
(Governing Body) *(Public Entity)*

THAT MIKE BERG, CHAIRMAN
(Name of Incumbent) *(Official Position)*

OR

ALTERNATE: CINDY CAMPBELL, COUNTY MANAGER, Governor's Authorized Representative,
is hereby authorized to execute for and in behalf of DAWSON COUNTY, a
public entity established under the laws of the State of GEORGIA, this application
and to file it in the appropriate State office for the purpose of obtaining certain Federal financial assistance under the
Disaster Relief Act (Public Law 288, 93rd Congress) or otherwise available from the President's Disaster Relief
Fund.

THAT DAWSON COUNTY, a public entity established under the laws of the
State of GEORGIA, hereby authorizes its agent to provide to the State
and to the Federal Emergency Management Agency (FEMA) for all matters pertaining to such Federal disaster
assistance the assurances and agreements printed on the reverse side hereof.

Passed and approved this 21st day of May, 20 15.

(Name and Title)

(Name and Title)

(Name and Title)

CERTIFICATION

I, DANIELLE YARBROUGH, duly appointed and COUNTY CLERK of
(Title)
DAWSON COUNTY, do hereby certify that the above is a true and correct copy of a

resolution passed and approved by the BOARD OF COMMISSIONERS of DAWSON COUNTY
(Governing Body) *(Public Entity)*

on the 21st day of May, 20 15.

Date: _____

(Official Position)

(Signature)

* Name of incumbent need not be provided in those cases where the governing body of the public entity desires to
authorize any incumbent of the designated official position to represent it.

APPLICANT ASSURANCES

The applicant hereby assures and certifies that he will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally-assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.

Backup material for agenda item:

5. Presentation of Social Hosting Ordinance - 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: County Attorney

Presenter: County Attorney Joey Homans

Submitted By: County Attorney Joey Homans

Date Submitted: 04/27/2015

Item of Business/Agenda Title: Presentation of the Social Hosting Ordinance

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: _____

Purpose of Request: Seek approval to move forward with public hearings on the Ordinance Regulating Social Hosting and Consumption of Alcoholic Beverages by Minors; To Provide for Penalties; To Repeal Conflicting Ordinances; To Provide for Severability; And For Other Purposes

Department Recommendation: _____

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: _____

No

Amount Requested: _____ Amount Budgeted: _____

Fund Name and Account Number: _____

Administration Staff Authorization

Dept. Head Authorization: _____ Date: _____

Finance Dept. Authorization: DENA BOSTEN Date: 05/06/2015

County Manager Authorization: CINDY CAMPBELL Work Session Date: 05/14/2015


Comments: _____

Attachments: Draft Ordinance

Fox, Chandler, Homans, Hicks & McKinnon, L.L.P.
Memorandum

To: Chairman and Board of Commissioners

Date: May 13, 2015

From: Joey Homans 

Re: Social Host Ordinance

Chairman and Commissioners,

Ted will appear before you on May 14. I will be out of town. I am providing you this memorandum regarding the Social Host Ordinance.

Representatives from Family Connection presented Mike and then me with a request to consider a social host ordinance. Family Connection worked with Judy Brownell and her husband, Bill. Bill is an attorney in private practice and was previously in the District Attorney's Office with me in the late 80s.

The issue was presented by Family Connection and Bill that the existing state statutes do not cover the situation addressed by the social host ordinance.

O.C.G.A. § 16-12-1 (contributing to the delinquency of a minor) disallows causing or encouraging a minor to commit a delinquent act such as drinking alcohol. However, that statute does not apply if a person knows that property over which the person has control will be frequented by a group of underage persons for a party or to drink alcohol if the person does not cause or encourage the underage persons to drink alcohol.

O.C.G.A. § 3-3-23 prohibits furnishing or causing to be furnished an alcoholic beverage to any person under the age of 21. However, if a person does not directly provide or cause someone else to directly provide alcohol to a person under 21, then the person does not violate O.C.G.A. § 3-3-23.

Neither Bill nor any person with Family Connection referenced O.C.G.A. § 51-1-18. O.C.G.A. § 51-1-18 provides that a parent maintains a private civil right of action against any person who sells or furnishes alcoholic beverages to the parent's underage child for the child's use without the permission of the child's parent. O.C.G.A. § 51-1-18 permits the parent to sue any person who sells or furnishes alcoholic beverages to the underage child for the child's use for any damages that the child may sustain as a result of drinking alcohol.

The social host ordinance places responsibility upon any person who knows or reasonably should know that five (5) or more persons under the age of 21 will have a party (gathering) upon that person's property and that alcoholic beverages will be present. The number of five (5) persons (at least 1 of which is underage) is not set forth in any statute and may be changed if you deem appropriate.

May 13, 2015
Page 2

I discussed the ordinance with Sheriff Carlisle, and Sheriff Carlisle states that the ordinance will provide deputies with an additional option to address terminating a function if necessary.

The ordinance will be enforced as a county ordinance; therefore, the Marshal will issue any citation and present the matter in magistrate court if necessary. However, deputies may provide information to the Marshal if the deputy relies upon the ordinance during a time that the Marshals are not on duty, such as the weekend.

Joey

**AN ORDINANCE OF
THE BOARD OF COMMISSIONERS OF DAWSON COUNTY**

**REGULATING SOCIAL HOSTING AND CONSUMPTION OF ALCOHOLIC
BEVERAGES BY MINORS; TO PROVIDE FOR PENALTIES; TO REPEAL
CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; AND FOR
OTHER PURPOSES**

WHEREAS, O.C.G.A. § 3-3-23 prohibits furnishing or causing to be furnished any alcoholic beverage to any person under 21 years of age; and

WHEREAS, O.C.G.A. § 51-1-18 provides that parents have a right of action against any person who sells or furnishes alcoholic beverages to that parent's underage child for the child's use without the permission of the child's parent; and

WHEREAS, the purpose of these two (2) statutes is to prevent the furnishing of alcoholic beverages to underage children absent parental consent; and

WHEREAS, the Board of Commissioners deems this ordinance appropriate to protect the public health, safety, and welfare by further deterring underage drinking.

NOW, THEREFORE, the Board of Commissioners hereby adopts this ordinance as follows:

SECTION 1. Definitions.

- A. An "alcoholic beverage" means alcohol, distilled spirits, liquor, beer, malt beverage, wine and fortified wine.
- B. A "gathering" is defined as the assembly of five or more individuals at one location that includes at least one individual who is underage and who is not the child of the person responsible for the property.
- C. A "social host" is a person who:
 - (1) knows or reasonably should know that a gathering will occur on property owned or controlled by that person;
 - (2) knows or reasonably should know that alcoholic beverages will be at the gathering; and
 - (3) knows or reasonably should know that one or more underage person will be present at the gathering.
- D. An "underage person" is any person under the age of 21 years.

SECTION II. Prohibited Activities and Duties of Social Host.

- A. No social host shall allow a gathering to occur or continue if an underage person at the gathering obtains, possesses, or consumes any alcoholic beverage and the social host knows or reasonably should know that an underage person has obtained, possesses, or is consuming alcoholic beverages at the gathering.
- B. Every social host shall take reasonable steps to prevent the consumption of alcoholic beverages by any underage person at the gathering. Reasonable steps include, but are not limited to (i) controlling access to alcoholic beverages, (ii) prohibiting and preventing access to alcoholic beverages by any underage person, (iii) verifying the age of persons at the gathering, (iv) supervising the activities of underage persons at the event, and (v) remaining on the property during the gathering.
- C. If a social host determines or has reason to believe that an underage person has consumed an alcoholic beverage before or during the gathering, then the social host shall make reasonable efforts to terminate the gathering including, but not limited to, contacting law enforcement to report the suspected underage consumption.

SECTION III. Penalties.

- A. Any person who violates this ordinance shall be punished by a fine of up to one thousand dollars (\$1,000.00) and shall be required to perform not less than 24 hours of community service for the first offense.
- B. Any person who violates this ordinance a second time within one (1) year shall be punished by a fine of at least \$500.00 and up to \$1,000.00 and shall be required to perform not less than 48 hours of community service.
- C. Any person who violates this ordinance a third or subsequent time within two (2) years shall be punished by a fine of \$1,000.00 and shall be required to perform not less than 100 hours of community service.

SECTION IV. Exceptions.

- A. This ordinance shall not apply to conduct solely between an underage person and his or her parent while present in the parent’s household.
- B. This ordinance shall not apply to any situation for which state or federal law establishes an exception or exemption.

SECTION V. Repealer.

All resolutions or ordinances or parts of resolutions or ordinances and any part of the Dawson County Code of Ordinances currently in effect in conflict with the terms of this ordinance are hereby repealed, but any resolution or ordinance that may be

applicable hereto and aid in carrying out or making effective the intent, purpose, and provisions hereof is hereby adopted as a part hereof.

SECTION VI. Severability.

If any paragraph, sub-paragraph, sentence, clause, phrase, or any portion of this Ordinance shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provision of any part of this Ordinance 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 the Ordinance not held to be invalid, nor shall the application of the Ordinance to other circumstances be held invalid. It is hereby declared to be the intent of the Board of Commissioners of Dawson County to provide for separable and divisible parts, and the Board of Commissioners hereby adopts any and all parts that are not held invalid.

Approved this ____ day of _____, 2015

**DAWSON COUNTY BOARD
OF COMMISSIONERS**

ATTEST:

By: _____
**Mike Berg, Chairman
Dawson County Commission**

By: _____
Danielle Yarbrough, County Clerk

Approved:

**Billy Carlisle
Dawson County Sheriff**

Dates of Public Hearings:

Dates of Advertisements:

Vote: _____ Yes

_____ No

Backup material for agenda item:

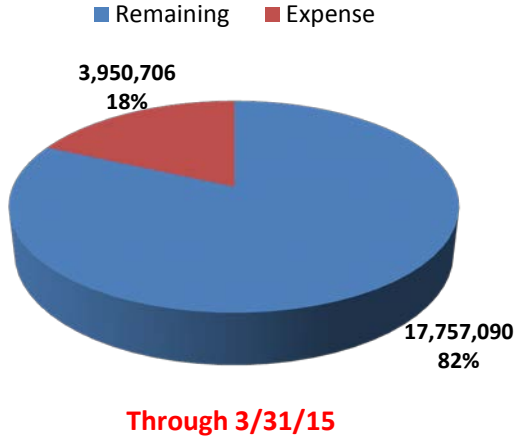
6. County Manager Report



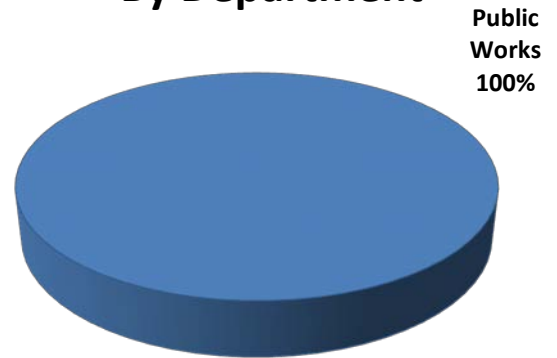
Key Indicator Report

April 2015

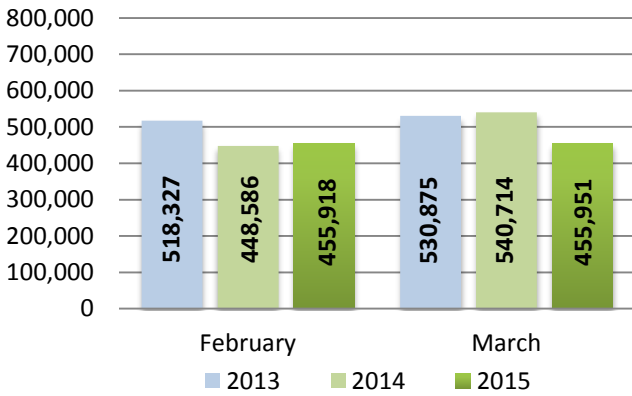
Budget



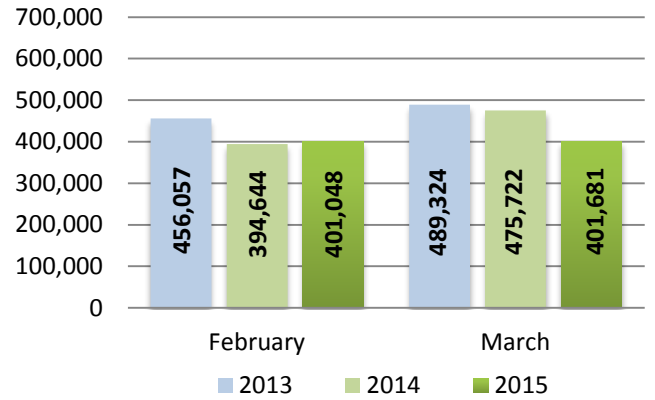
311 Requests By Department



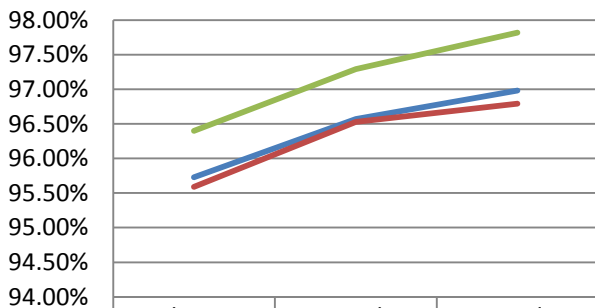
SPLOST ↓ 15.6%



LOST ↓ 15.6%

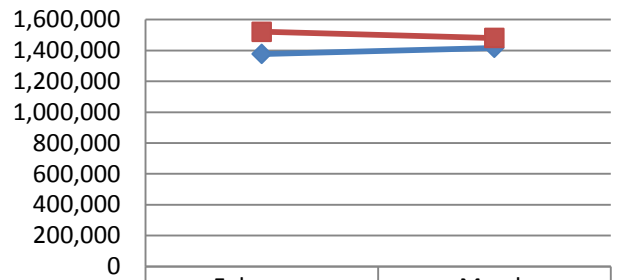


Property Collections



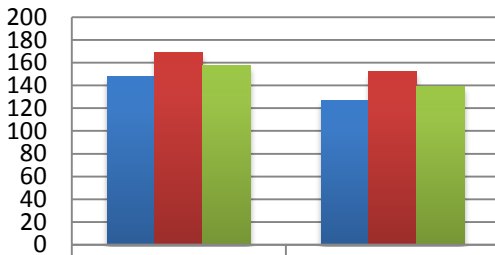
| Year | February | March | April |
|------|----------|--------|--------|
| 2012 | 95.73% | 96.57% | 96.98% |
| 2013 | 95.59% | 96.53% | 96.79% |
| 2014 | 96.40% | 97.29% | 97.82% |

All Revenue Per Month



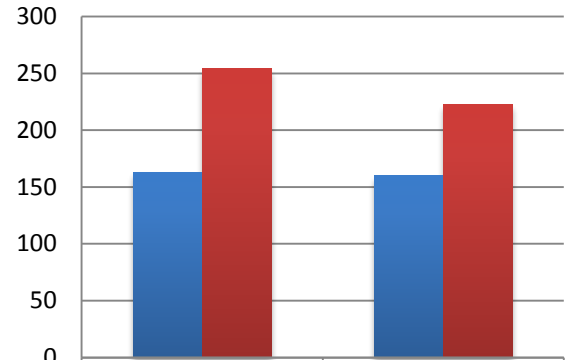
| Year | February | March |
|------|-----------|-----------|
| 2014 | 1,377,525 | 1,417,196 |
| 2015 | 1,521,261 | 1,480,682 |

Inmate Population



| | April 2014 | April 2015 |
|---------------------|------------|------------|
| Lowest Daily Count | 148 | 127 |
| Highest Daily Count | 169 | 152 |
| Daily Average | 158 | 139 |

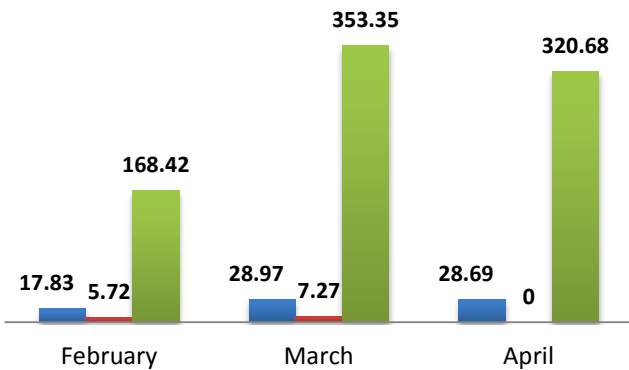
EMS/Fire Calls for Service



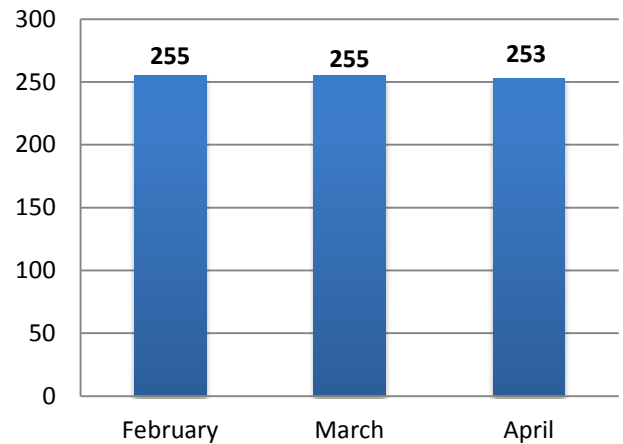
| | April 2014 | April 2015 |
|------|------------|------------|
| EMS | 163 | 160 |
| Fire | 254 | 223 |

Recycling

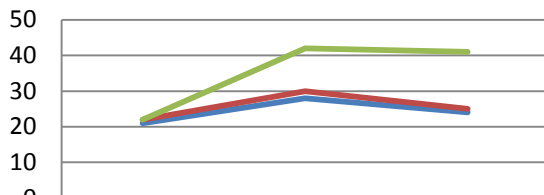
Recycling Other Than Metal Scrap Metal Refuse



Number of Employees



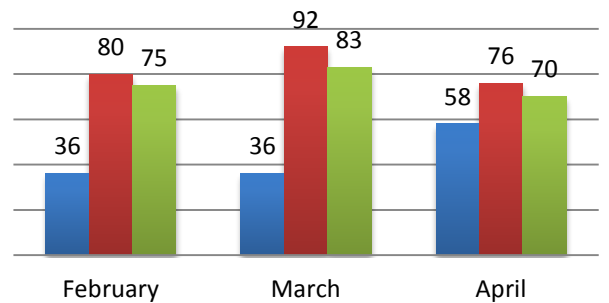
Permits Issued (Planning & Development)



| | February | March | April |
|------|----------|-------|-------|
| 2013 | 21 | 28 | 24 |
| 2014 | 22 | 30 | 25 |
| 2015 | 22 | 42 | 41 |

Repair Requests (Public Works)

Roads Facilities Fleet





Dawson County Board of Commissioners

Elections/Registrar Monthly Report – April 2015

- **New Applications/Transfers In: 79**
- **Changes/Duplicates: 177**
- **Cancelled/Transferred Out: 143**
- **Total Processed: 399**

HIGHLIGHTS

Voter Registration Projects:

- Continue the project of scanning & indexing original voter registration information in aX's software. Will be complete by mid-May. Any additions thereafter will be maintained daily.
- Voter registration drive for April at Dawson County High School was successful: 22 applications taken and many given out to be returned at a later date and online instruction cards were passed out for those to utilize the OLVR (online voter registration program). Another drive is planned in October (Civics week) in preparation for 2016 elections.

2015 Municipal Election:

- **Municipal General Election – November 3, 2015**

| | |
|------------------------------------|---|
| Voter Registration Cutoff: | October 5, 2015 |
| Qualifying – Municipal: | August 31-September 4, 2015 8:30am – 4:30pm @ Elections office |
| Absentee by Mail & Advance Voting: | October 12-October 30, 2015 |

Elections Projects:

- Voting Equipment Inventory: check for repair/battery replacement- in process. Also addressing the need for replacing crowd control posts on Election Day, as well as worn signage.
- Annual reviews for Chair of BOER/Chief Registrar/Election Supervisor and all Poll Managers are complete and filed with Human Resources.

Highlights of plans for upcoming month:

- Research cost and logistics of additional Easy Vote modules that could potentially be a positive impact on the office. (Easy Vote module presently in use is the advance voting module where applications are prepopulated with voter information; license scanning & immediate report access)
*Will visit vendor at GEOA conference to further study or get additional visuals of these programs and if they could benefit the citizens of Dawson County.
- Election board members & Assistant to the Board will be attending GEOA (Georgia Elections Officials Association) conference for mandated annual 12 hours continuing education in Savannah, Georgia May 3-6, 2015.



Dawson County Board of Commissioners

Emergency Services Monthly Report – April 2015

| | | | |
|------------------------|----------|-------|-------|
| Fire Responses: | February | March | April |
| | 2013 | 177 | 230 |
| | 2014 | 202 | 268 |
| | 2015 | 288 | 231 |

| | | | |
|-----------------------|----------|-------|-------|
| EMS Responses: | February | March | April |
| | 2013 | 133 | 184 |
| | 2014 | 174 | 209 |
| | 2015 | 179 | 162 |

Plan Reviews: 5

EMS Revenue:

- March 2014: \$52,604.15
- March 2015: \$43,011.98
- 18.3 % decrease

Plan Review and Inspection Revenue Total: \$1,934.70

- County: \$1,834.70
- City: \$100.00

Business Inspections Total: 21

- County Follow up: 6
- City Follow up: 0
- County Final Inspection: 8
- City Final Inspection: 2
- County Annual Inspections: 5
- City Annual Inspections: 0

HIGHLIGHTS

Dawson County Emergency Services Projects:

- Training hours completed by staff: 1,090
- PR Details (daycare field trips, CPR classes, visiting schools, etc.): 9
- Smoke detector installations: 4
- Search and Rescue: 2
- Fire hydrant flow test, service and painting continues
- 1 fire investigation
- People trained in CPR: 88
- Total water usage: 68,000 gallons
(Etowah Water & Sewer: 68,000 gallons [high usage due to pump testing of engines]; city: 0 gallons; Pickens County: 0 gallons)



Dawson County Board of Commissioners

Finance Monthly Report – April 2015

FINANCE HIGHLIGHTS

- **LOST Collections:** \$401,681 – down 15.6% compared to 2014
- **SPLOST Collections:** \$455,951 – down 15.6% compared to 2014
- **TAVT:** \$94,563 – up 7.7% compared to 2014
- **See attached Revenue and Expenditure Comparison for 2015**
- **Total County Debt:** \$11,800,243.37 (See attached Debt Summary)
- **Audit Status:** Auditors are currently working on draft financials.
- **Budget Status:** FY2016 budget process has begun; Chairman's Kickoff Budget Meeting is June 3, 2015.

PURCHASING HIGHLIGHTS

Formal Solicitations

- Property & Liability Insurance

Informal Solicitations

- 15 fire helmets for DCES
- Lawnmower & bagger for Rock Creek Park
- Cheerleading uniforms for Park & Rec
- UPS system for IT server room
- Uniform apparel for DCES – fire hoods & gloves
- Tire recycling for KDCB Tire Amnesty Day
- All-Star jerseys for Park & Rec

Pending Projects

- Course Aggregates / Gravel – FY2016 (Pending Work Session Presentation)
- DCSO Inmate Telephone Systems (Pending Voting Session)

Work in Progress

- Convenience Pay Billing (Credit/Debit Card Services)
- Janitorial Supplies
- Jail Systems Upgrades (In progress and as scheduled)

Future Bids

- Vehicle Lease (11) for DCSO
- TE Trail Grant Project
- FY 2016 Bids:
 - Auditing Services
 - Broker Services
 - HVAC Maintenance
 - Offender Home Monitoring (House Arrest)
 - Youth Sports Photography
 - DCES Uniforms
 - Inmate Food Services

**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 | 3,584,978 |
| 2015 REVENUE | 820,947 | 1,521,261 | 1,480,682 | | | | | | | | | | 3,822,890 |
| % CHANGE | 4% | 10% | 4% | -100% | -100% | -100% | -100% | -100% | -100% | -100% | -100% | -100% | 7% |
| 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 | 4,024,877 |
| 2015 EXPENSE | 1,105,357 | 1,407,334 | 1,438,015 | | | | | | | | | | 3,950,706 |
| %CHANGE | 4% | -7% | 0% | -100% | -100% | -100% | -100% | -100% | -100% | -100% | -100% | -100% | -2% |
| 2013 Total Rev-Exp | \$ (284,410) | \$ 113,927 | \$ 42,667 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | (127,816) |

REVENUE
 FY 2014 YTD 3,584,978
 FY 2015 YTD 3,822,890
 % Changed 6.64%

EXPEDITURES
 FY 2014 YTD 4,024,877
 FY 2015 YTD 3,950,706
 % Changed -1.84%

*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.

DAWSON COUNTY
DEBT SCHEDULE
AS OF 4/30/2015

| 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 | 7,865,000.00 | 393,250.00 | - | SPLOST 5 Collections/Construction funds from bond proceeds reserved for debt service |
| 2012 EWSA Bonds | Community & Southern Bank | General Fund | 5/14/2012 | | 2,905,000.00 | - | 10,000.00 | 42,994.00 | 2,895,000.00 | - | 42,846.00 | 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) | - | | 14,429.25 | - | - | 28,500.75 | - | 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 | - | | | 835,243.37 | 90,679.46 | 33,326.20 | 744,563.91 | 12-yr lease/purchase for 3 pumper trucks; annual payment of \$124,005.66 |
| Vehicle Replacement Lease | TBD | General Fund | 2015 | 2018 | - | 205,000.00 | | | 205,000.00 | | | 205,000.00 | 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 | \$ 205,000.00 | \$ 10,000.00 | \$ 57,423.25 | \$ 11,800,243.37 | \$ 7,955,679.46 | \$ 497,922.95 | \$ 3,844,563.91 | |



Dawson County Board of Commissioners

Human Resources Department Monthly Report – April 2015

POSITION CONTROL

- Positions approved by BOC: 426
- # of filled F/R Positions: 253
- # of filled F/T Positions: 0
- # of filled Grant Funded Positions: 7
- # of filled P/R Positions: 47
- # of filled P/T Seasonal Positions: 14
- # of Supplemental Positions: 48
- # of Vacant Positions: 22
- # of Frozen Positions: 35
- % of Budgeted/Actual Positions: 87%

ADDITIONAL INFORMATION

- FMLA/LOA tracking: 1
- WC and/or P & L claims filed: 5
- Unemployment claims received: 0
- Performance Evaluations received: 6
- Payroll/Benefit changes keyed: 167

HIGHLIGHTS

Positions Advertised/ Posted: 4

- Emergency Services- Part-Time Firefighter/EMT
- Emergency Services- Full-Time Firefighter/EMT
- Public Works- Part-Time Equipment Operator
- Public Works- Equipment Operator, Senior

Applications Received: 15

New Hires added into system: 1

- Niki McCall- Planning & Development

Terminations Processed: 6

- Richard Carter- Public Works
- Gregory Chapman- Emergency Services
- Chad Merk- Emergency Services
- Mitchell Rider- Public Works
- Joshua Rowan- Sheriff's Office
- Kris White- Sheriff's Office

Additional Highlights for April

- Attended an Employee Benefits Seminar sponsored by Northwestern Benefits
- Continued discussions with Northwestern Benefits regarding Benefits Renewal and Open Enrollment
- Coordinated another visit with GEBCorp Representative Ryan Reynolds
- Continued to work on upcoming Wellness Fair



Dawson County Board of Commissioners

Information Technology Monthly Report – April 2015

- **Calls for Service: 134**
- **Service Calls Completed: 134**
- **Average Response Time: 36 minutes**
- **Windstream visits: 3**

HIGHLIGHTS

- Sheriff's Office intercom system upgrade began April 13. Video Visitation upgrade portion is complete.
- Two phones added to Tax Assessor's Office.
- Acquired pricing on replacing the battery back-up system in the courthouse server room. Replacement is currently underway.



Dawson County Board of Commissioners

Margie Weaver Senior Center Monthly Report – April 2015

SENIOR CENTER

- **Home Delivered Meals Served: 1,912**
- **Congregate Meals Served: 460**
- **Physical Activity Participation: 280** (Tai Chi, Silver Sneakers, individual fitness)
- **Lifestyle Management Participation: 279** (art, bridge, bingo, awareness, prevention)

HIGHLIGHTS

April Events:

- Senior Center Director Dawn Pruett spoke at the Dawson County Woman's Club about the Senior Center. The club presented her with a donation of \$100.00 and Bingo prizes.

Special Dates Coming Soon:

- May 1: Birthday Celebration & Movie
- May 4, 11, 18: BINGO
- May 6 : Dollar Tree, Dahlenega
- May 8, 15, 29: Movie and Popcorn
- May 9: Art By The Young At Heart Show Reception; 2pm-4pm at the Bowen Center; artwork will be on display the entire month of May
- May 13 & 27: Wal-Mart
- May 20: Dollar General
- May 22: Memorial Day Cookout and annual field trip to Amicalola Falls
- May 26: Dairy Queen

TRANSIT

- **DOT Trips Provided: 287**
- **Senior Trips Provided: 670**
- **# of Miles: 8,017**
- **Gallons of Fuel: 910.2**



Dawson County Board of Commissioners

Marshal Monthly Report – April 2015

- **Alcohol License Establishment Inspections:** 2
- **Alcohol Pouring Permits Issued:** 38
- **Animal Control Calls Handled:** 186
- **Animal Bites to Human investigated:** 4
 - 4 Quarantined – All Passed
- **Animals Taken to DC Humane Society:** 41
- **Dangerous Dog Classification:** 0
- **Citations Issued:** 0
- **Complaint Calls/In Field Visits:** 42
- **Erosion Site Visits:** 0
- **E-911 Addresses Issued:** 28
- **Non-conforming Signs Removed:** 31

HIGHLIGHTS

Staff Training:

- None at this time.



Dawson County Board of Commissioners

Parks and Recreation Monthly Report – April 2015

- **Youth Sports Participants**
 - April 2015: 1,316 up 23% compared to same month last year
 - YTD 2015: 2,116 up 7% compared to last year
- **Facility Rentals/Bookings/Scheduled Uses:**
 - April 2015: 1,199 down 21% compared to same month last year (decrease due to weather)
 - YTD 2015: 3,949 down 20% compared to last year
- **Adult and Youth Wellness and Specialty Program Participation:**
 - April 2015: 2,111 down 2% compared to same month last year
 - YTD 2015: 5,628 up 43% compared to last year (increase due to opening day and egg hunt)
- **Total Customers Served:**
 - April 2015: 4,626 up 13% compared to same month last year
 - YTD 2015: 13,335 up 11% compared to last year

HIGHLIGHTS

Park Special Events:

- 29th annual Kare for Kids Community Egg Hunt was held at VMP on April 4th. Approximately 2,000 attended.

Park Projects:

- War Hill Park opened for camping season on April 1st.
- All fields at RCP and VMP were aerated and fertilized in April.
- Rear doors in Rec Center replaced.
- Scag mower at RCP replaced.
- Small pavilion, adjacent to Rotary Island, was repaired and main beams were replaced.

Athletic and Program Summary:

- Spring Sports baseball, softball, soccer and track games and meets continued throughout the month with numerous rain outs and make ups.
- Specialty programs for the month included Hoops for Youth Spring Break Camp, adult boot camp, dance, tennis lessons, Tai Chi, Yoga and Zumba
- Summer/Fall Activity Guide completed and distributed to schools and partners in April.

On the Horizon:

- End of season baseball and softball tournaments in May
- Baseball and Softball All-star selections in May
- May 1 - DCPR will begin taking pool party reservations and selling season pool passes
- May 4-11 - registration for 2015 swim team, football and cheerleading
- Water Jump at WHP on May 6
- May 11-22 - Lifeguard certification and re-certification classes begin at VMP pool
- May 21 - annual Senior Day Picnic and Pool Party 76 P, for graduating seniors
- Pool opens May 23 thru Labor Day
- Rotary Island opens May 23 thru Labor Day

| Rock Creek Park | Jan | Feb | March | April | May | June | July | Aug | Sept | Oct | Nov | Dec | totals |
|--------------------------------|-----|-----|-------|-------|-----|------|------|-----|------|-----|-----|-----|--------|
| Tv Room | 7 | 3 | 8 | 12 | | | | | | | | | 30 |
| Classroom | 14 | 7 | 13 | 11 | | | | | | | | | 45 |
| Community Room | 41 | 36 | 48 | 51 | | | | | | | | | 176 |
| Gyms | 190 | 158 | 124 | 140 | | | | | | | | | 612 |
| Small Pav. | 2 | 0 | 10 | 11 | | | | | | | | | 23 |
| Large Pav. | 2 | 0 | 8 | 7 | | | | | | | | | 17 |
| Fields 7-16 | 15 | 10 | 150 | 140 | | | | | | | | | 315 |
| Soccer Fields | 35 | 25 | 250 | 240 | | | | | | | | | 550 |
| Tennis Courts | 15 | 5 | 25 | 20 | | | | | | | | | 65 |
| Weight Room | 409 | 385 | 394 | 410 | | | | | | | | | 1598 |
| Other | 15 | 15 | 15 | 15 | | | | | | | | | 60 |
| Veteran's Memorial Park | | | | | | | | | | | | | |
| Gym | 85 | 50 | 32 | 45 | | | | | | | | | 212 |
| Small Pav. | 0 | 0 | 4 | 6 | | | | | | | | | 10 |
| Large Pav. | 0 | 0 | 3 | 6 | | | | | | | | | 9 |
| Pool | 0 | 0 | 0 | 0 | | | | | | | | | 0 |
| Fields 1-6 | 0 | 0 | 85 | 70 | | | | | | | | | 155 |
| Football Field | 0 | 0 | 12 | 0 | | | | | | | | | 12 |
| Other | 15 | 15 | 15 | 15 | | | | | | | | | 60 |
| Track/Walking Trail | 500 | 500 | 500 | 500 | | | | | | | | | 2000 |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| Pool opened for summer | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| T-Ball Participants | 37 | 124 | 124 | 124 | | | | | | | | | 409 |
| BB Participants | 68 | 260 | 258 | 258 | | | | | | | | | 844 |
| Adult League | 0 | 0 | 75 | 270 | | | | | | | | | 345 |
| Basketball | 265 | 265 | 0 | 0 | | | | | | | | | 530 |
| Football | 0 | 0 | 0 | 12 | | | | | | | | | 12 |
| Cheer | 0 | 0 | 0 | 0 | | | | | | | | | 0 |
| Wrestling | 19 | 0 | 0 | 0 | | | | | | | | | 19 |
| Track | 15 | 42 | 43 | 43 | | | | | | | | | 143 |
| Travel | 168 | 153 | 165 | 165 | | | | | | | | | 651 |
| Swimming | 0 | 0 | 0 | 0 | | | | | | | | | 0 |
| Instructional League | 0 | 71 | 75 | 75 | | | | | | | | | 221 |
| Softball | 0 | 124 | 124 | 124 | | | | | | | | | 372 |
| Soccer | 221 | 245 | 245 | 245 | | | | | | | | | 956 |
| Swim Team | 55 | 55 | 55 | 55 | | | | | | | | | 220 |

Monthly Report Totals - 2015

| Activity | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | Total |
|---|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|--------------|
| Advanced Hoops Training Basketball Camp | - | - | - | - | - | - | - | - | - | - | - | - | 0 |
| All Sports Day Camp I | - | - | - | - | - | - | - | - | - | - | - | - | 0 |
| All Sports Day Camp II | - | - | - | - | - | - | - | - | - | - | - | - | 0 |
| Baseball Camp | - | - | - | - | - | - | - | - | - | - | - | - | 0 |
| Basketball Lessons | - | - | 7 | 6 | - | - | - | - | - | - | - | - | 13 |
| Basketball Pre-Try Out Prep Camp | - | - | - | - | - | - | - | - | - | - | - | - | 0 |
| Baton & Dance / Pageant Lessons | - | - | - | - | - | - | - | - | - | - | - | - | 0 |
| Battle of the Best Relay for Life Fundraiser | - | 792 | - | - | - | - | - | - | - | - | - | - | 792 |
| Boot Camp | 0 | 0 | 0 | 0 | - | - | - | - | - | - | - | - | 0 |
| Breakfast with Santa | - | - | - | - | - | - | - | - | - | - | - | - | 0 |
| Camp of Ballers | - | - | - | - | - | - | - | - | - | - | - | - | 0 |
| Cheerleading Camp | - | - | - | - | - | - | - | - | - | - | - | - | 0 |
| Clogging | - | - | - | - | - | - | - | - | - | - | - | - | 0 |
| Coaches Banquet | - | - | - | - | - | - | - | - | - | - | - | - | 0 |
| Community Egg Hunt | - | - | - | 2,000 | - | - | - | - | - | - | - | - | 2,000 |
| Couch to 5K | - | - | - | - | - | - | - | - | - | - | - | - | 0 |
| Dance | 49 | - | 49 | 49 | - | - | - | - | - | - | - | - | 147 |
| Fall Pep Rally | - | - | - | - | - | - | - | - | - | - | - | - | 0 |
| Guard Prep Camp | - | - | - | - | - | - | - | - | - | - | - | - | 0 |
| Hoops for Youth Basketball Camp | - | - | - | 11 | - | - | - | - | - | - | - | - | 11 |
| Kindermusik | - | - | - | - | - | - | - | - | - | - | - | - | 0 |
| Kung Fu | - | - | - | - | - | - | - | - | - | - | - | - | 0 |
| Lady Tigers Fundamental Basketball Camp (girls) | - | - | - | - | - | - | - | - | - | - | - | - | 0 |
| Motorcycle Riding Classes | - | - | - | - | - | - | - | - | - | - | - | - | 0 |
| Movies in the Park | - | - | - | - | - | - | - | - | - | - | - | - | 0 |
| SilverSplash | - | - | - | - | - | - | - | - | - | - | - | - | 0 |
| Sparks in the Park | - | - | - | - | - | - | - | - | - | - | - | - | 0 |
| Speed & Agility (Kristi Creegan) | - | - | - | - | - | - | - | - | - | - | - | - | 0 |
| Speed & Agility (Ty Carnes) | - | - | - | - | - | - | - | - | - | - | - | - | 0 |
| Speed & Footwork Camp | - | - | - | - | - | - | - | - | - | - | - | - | 0 |
| Spring Sports Opening Day | - | - | 2,500 | - | - | - | - | - | - | - | - | - | 2,500 |
| Stroller Strides | - | - | - | - | - | - | - | - | - | - | - | - | 0 |
| Swim Lessons | - | - | - | - | - | - | - | - | - | - | - | - | 0 |
| Tai Chi | 2 | 2 | 1 | 3 | - | - | - | - | - | - | - | - | 8 |
| Telescope & Astronomy Course | - | - | - | - | - | - | - | - | - | - | - | - | 0 |
| Tennis Lessons | 3 | 2 | 2 | 2 | - | - | - | - | - | - | - | - | 9 |
| Tigers Fundamental Basketball Camp (boys) | - | - | - | - | - | - | - | - | - | - | - | - | 0 |
| Trunk or Treat | - | - | - | - | - | - | - | - | - | - | - | - | 0 |
| UFA Soccer Camp | - | - | - | - | - | - | - | - | - | - | - | - | 0 |
| Water Aerobics | - | - | - | - | - | - | - | - | - | - | - | - | 0 |
| Yoga | 12 | 11 | 15 | 13 | - | - | - | - | - | - | - | - | 51 |
| Youth Athletic Training | - | - | - | - | - | - | - | - | - | - | - | - | 0 |
| Zumba (class + GLOW party) | 19 | 26 | 25 | 27 | - | - | - | - | - | - | - | - | 97 |

85 833 2,599 2,111 0 0 0 0 0 0 0 0 0 5,628



Dawson County Board of Commissioners

Planning and Development Monthly Report – April 2015

- **Building permits Issued**
 - April 2015: 41 down 2%
 - YTD 2015: 132 up 32%
- **Business Licenses Issued:**
 - April 2015: 110 down 31%
 - YTD 2015: 576 up 8%
- **Total Building Inspections Completed:**
 - April 2015: 323 up 18%
 - YTD 2015: 1008 up 47%
- **Variances/Zonings Processed:**
 - April 2015: 3 down 40%
 - YTD 2015: 16 up 100%
- **Plats Reviewed:**
 - April 2015: 4 down 71%
 - YTD 2015: 31 down 6%

HIGHLIGHTS

Planning Projects:

- Stormwater staff is working with Moreland Altobelli Associates, Inc. on phase 1 of the MS4 project. EPD comments have been addressed and the revised copy has been resubmitted to EPD.
- First storm drain stenciling educational event for Oak Forest Subdivision tentatively scheduled for May 29, 2015 by Stormwater Manager.
- Staff continues to monitor the GMRC regional aerial photography project. The photography has been collected and they are in the processing phase of the project.
- Finalizing GATEway Grant drawings for approval by GDOT.
- Stormwater Ordinance and Erosion and Sedimentation Ordinance are scheduled for public hearings on May 21, 2015 and June 4, 2015.

Newly Licensed Businesses:

- 9 Home based businesses
- 5 Commercial based businesses

Plans for Upcoming Month:

- GMRC aerial photography project management projected completion by October 2015.
- Jason Crane magistrate court case for non-conforming pallet business has been rescheduled for May 6, 2015 at 2:00 PM.

Dawson County

April 2015

New Business Licensing

Dawson County has two (5) new Commercial Businesses that have opened this month.

1. **BMH Dentistry – Ownership Change**
754 Highway 53 West
2. **Dawson County DUI – DUI Education**
66 South 400 Center Lane, suite 225
3. **Great American Automotive – Auto Repair**
30 Industrial Park Road, suite 105
4. **Clarity Skin Solutions - Esthetician**
100 Old Dawson Village Road, suite 120
5. **Spring Communications Holdings – Ownership Change**
800 Highway 400 South, suite 910

Home Based Business has four (9) new locations and Home Office Business Licenses.

1. **Bodenhamer Construction Consulting Services - Consulting**
181 Woodland Circle
2. **Bug Man – Pest Control**
2312 Thompson Road
3. **Ellen Smith – Floral Design**
810 Grant Ford Drive
4. **Freeman Universal – Internet Sales**
70 Robins Nest
5. **Green Building Solutions – General Contractor**
580 Kilough Church Road
6. **J & J Rax - Woodworking**
2681 Sweetwater Juno Road
7. **Dawsonville Grading & Hauling – Grading/Hauling**
2478 Etowah River Road
8. **Monolith Companies – Management Company**
611 Elliott Road
9. **Trinity Firearms – Gun Sales**
18 Stonehedge Drive



Dawson County Board of Commissioners

Public Affairs Monthly Report – April 2015

Website Activity

- Page Views: 76,165
 - 15% decrease from previous year; 6% decrease from previous month
- Unique Visitors: 12,572
 - 10% increase from previous year; 4% decrease from previous month

Social Media

- Contacts/Fans: 954 (Facebook)
 - 40% increase from previous year; 5% increase from previous month
- Contacts/Followers: 76 (Twitter)
 - 4% increase from previous month

Citizen Care: (Work Requests)

- Work Request Calls: 8
- Emails: 1
- Walk-ins: 6

HIGHLIGHTS

Public Affairs

- Wellness Fair advertising materials

Keep Dawson County Beautiful

- Participated in Earth Day event on April 22
- Participated in Arbor Day event on April 24
- Electronic Recycling Day on April 18: 5,589 pounds of metal, plastic, glass, computer housing, and peripheral equipment was received and recycled through Atlanta Recycling Solutions.

Plans for Upcoming Month:

- Employee Wellness Fair: Wednesday, May 20
- Rock Creek Conservation Plan - Phase I, Saturday, May 2.
The Conservation Plan is to clean and restore the natural flow of the creek, address areas of bank erosion, and help eliminate overflow and flooding issues in the park.



Dawson County Board of Commissioners

Public Works Monthly Report – April 2015

ROADS:

- Work Orders: 58
 - Cleared Debris: 68.68 miles
- Patching compound (filling potholes): 175.5 bags
- Gravel: 748.55 tons
- Debris Clean-Up
 - Updating and maintaining debris removal list. Actively working with residents to ensure safe roadways and culvert/drainage issues.
 - Attending GEMA/FEMA meetings. Updating employee and equipment costs per GEMA/FEMA requirements. Preparing groundwork for scope of work and project submittal.

ENGINEERING:

- War Hill Park Road – Guard Rails
 - Received quote for three areas along War Hill Park Road.
- Flare System for Transfer Station
 - Acquisition for piping system has been signed.
- Training
 - Attended CAD 3-D training class.
- Trail Enhancement Grant Project
 - Real property acquisition is pending. Awaiting approval from BOC.

TRANSFER STATION:

- Solid Waste: 320.68 tons
- Recycling: 28.69 tons
- Recycling scrap metal: 0 tons

FLEET:

- Repair requests: 70

FACILITIES:

- Repair requests: 76

Backup material for agenda item:


7. County Attorney Report

Fox, Chandler, Homans, Hicks & McKinnon, L.L.P.

Memorandum

To: Dawson County Board of Commissioners

Date: May 13, 2015

From: Joey Homans 

Re: County Attorney Report

1. Lipkowitz v. Dawson County, et.al.

Ms. Kipkowitz filed a complaint for negligence and damages against the County, Sheriff Carlisle, and Daniel Jarrett Simpson seeking to recover damages resulting from an automobile accident on May 31, 2013. George Weaver, an attorney in Atlanta with the firm of Weaver & Holbrook, has been assigned by the liability carrier to represent the County in connection with this claim. I previously provided you the lawsuit.

2. Proposed Animal Control Intergovernmental Agreement.

I am providing you a copy of the animal control agreement approved and proposed by the City. I delivered you a separate privileged and confidential memorandum regarding the various legal principles.

3. Tax Appeals.

Currently, eight 2013 tax appeals are pending in Superior Court. These cases should either be resolved or tried by the end of August. The issues primarily involve the value of commercial or lake property, but one case involves the breach of a conservation use covenant. I will keep you updated.

Joey

**INTERGOVERNMENTAL AGREEMENT
FOR ANIMAL CONTROL ENFORCEMENT**

**STATE OF GEORGIA
COUNTY OF DAWSON**

This Agreement is hereby made and entered into effective the ____ day of _____, 2015 between the CITY OF DAWSONVILLE, (hereinafter referred to as "CITY") and DAWSON COUNTY (hereinafter referred to as "COUNTY"), for the purpose of providing and maintaining Animal Control code enforcement and related services within the CITY. The parties hereto hereby agree as follows:

WHEREAS, the CITY does not have all of the necessary resources, equipment, or personnel to provide independent Animal Control code enforcement services to citizens of the CITY; and

WHEREAS, the Dawson County Marshal's Office (hereinafter "MARSHAL") provides code enforcement to the COUNTY for the enforcement of local COUNTY ordinances related to Animal Control; and

WHEREAS, Georgia law permits the MARSHAL to enforce local CITY ordinances and/or to provide other services to municipalities pursuant to an intergovernmental agreement; and

WHEREAS, the COUNTY maintains necessary personnel, equipment, and means to provide efficient code enforcement services related to Animal Control through the MARSHAL to the citizens of the CITY; and

WHEREAS, Animal Control services are paid for, in full or in part, by ad valorem taxes paid to the COUNTY by land owners in the CITY and in the COUNTY; and

WHEREAS, the parties hereto have determined that this Intergovernmental

Agreement serves the best interest of all parties and best serves the health, welfare, and safety of the residents and businesses located within the geographical confines of the CITY.

NOW, THEREFORE, in consideration of the promises set forth and the mutual promises hereby made, the covenants and conditions set forth herein, and in consideration of the terms of this Intergovernmental Agreement as a whole, the parties hereby agree as follows:

1.

TERM OF CONTRACT: This contract shall become effective on execution by the parties and shall continue in full force and effect until terminated in accord with the terms hereinbelow.

2.

ANIMAL CONTROL SERVICES TO BE PERFORMED BY THE COUNTY THROUGH THE COUNTY MARSHAL: The COUNTY, through the MARSHAL, shall perform the following services for the benefit of the residents and businesses of the CITY:

- a) Enforce CITY ordinances related to Animal Control. All tickets issued for violations of CITY ordinances related to Animal Control shall be returned to the City Court. All fines received by the City Court for Animal Control violations shall be equally divided between the CITY and the COUNTY recognizing the Court services costs incurred by the CITY and the enforcement services incurred by the COUNTY.
- b) The COUNTY shall be responsible for all costs or fees paid to the Dawson County Humane Society or such other provider of similar Animal Control services chosen by the COUNTY related to the provision of Animal

Control services within all of Dawson County, including the corporate limits of the CITY.

3.

COMPENSATION: The COUNTY acknowledges receiving substantial benefits under this Intergovernmental Agreement for Animal Control enforcement as set forth herein. The parties agree that the consideration and services provided by the CITY offsets the costs of providing Animal Control code enforcement and related services incurred by DAWSON COUNTY within the corporate limits of the CITY and constitutes complete reimbursement for the same.

4.

OBLIGATIONS OF THE COUNTY MARSHAL: The COUNTY, through the MARSHAL, shall devote sufficient time and effort to perform the services described in this Agreement and shall supply all tools, equipment, manpower, instruments, and other equipment required to perform the services set forth herein within the corporate limits of the CITY.

5.

OBLIGATIONS OF THE CITY: The CITY hereby agrees to comply with all reasonable requests of DAWSON COUNTY necessary to permit the MARSHAL to perform duties in accord with the terms of this Agreement. The CITY will provide City Court services including the Judge, City Solicitor, City Court Clerk and related court services necessary to implement the terms of this Agreement.

6.

TERMINATION OF AGREEMENT: Any party may terminate this Agreement at the end of each calendar year by providing written notice to the other party no later than

October 1 of each calendar year. If this Agreement is not terminated in accord with the terms hereof, then the parties hereto hereby consent and agreement that the Agreement shall be renewed annually beginning January 1, 2016 and for a period of ten (10) years thereafter.

7.

ENTIRE AGREEMENT: This Agreement supersedes any and all Agreements, both oral and written, between the parties hereto regarding the rendering of Animal Control and related services for the benefit of the CITY, and this Agreement contains all of the covenants and Agreements between the parties regarding these services. Each party acknowledges that no representation, inducement, promise, or agreement (written or oral) has been made by either party or by anyone acting on behalf of a party that is not embodied in this Agreement. Any modification of this Agreement shall be effective only if any such modification is in writing and properly executed by the parties hereto.

8.

ADDITIONAL INSTRUMENTS: The parties hereby agree to properly and promptly endorse, execute, and deliver any instrument or document necessary from time to time to effectuate the provisions of this Agreement.

9.

AUTHORITY: The undersigned parties agree that each party has the authority and permission to execute this Agreement and that this Agreement has been approved by both the CITY Council and the COUNTY Commission. Further, the parties hereto hereby agree and acknowledge that each respective entity shall be responsible for the obligations as set forth herein.

10.

DISCLOSURE AND VOLUNTARY EXECUTION: Each party hereby declares that the foregoing Agreement has been read and each party declares a full understanding of the meaning and implication of each term, condition, promise, covenant, and representation. The parties hereto acknowledge that this Agreement is not the result of any fraud, duress, or undue influence, and each party acknowledges that the execution of this Agreement is a voluntary act that is free of any coercion or duress.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date(s) set forth below with an effective date of the last to sign.

DAWSON COUNTY, GEORGIA

ATTEST:

Danielle Yarbrough, County Clerk

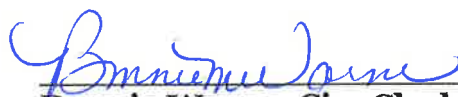
(seal)

Mike Berg, Chairman

DATE: _____, 2015.

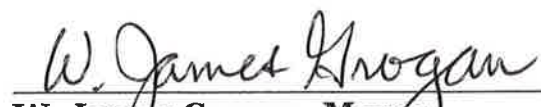
CITY OF DAWSONVILLE

ATTEST:



Bonnie Warne, City Clerk

(seal)



W. James Grogan, Mayor

DATE: 5-5-15, 2015.

TAX LEVY RESOLUTION

WHEREAS, pursuant to a bond resolution adopted on March 31, 2015 and a Supplemental Bond Resolution adopted on May 11, 2015 (collectively, the "Bond Resolution"), the Board of Education of Dawson County (the "Board of Education"), as managing and controlling body of the Dawson County School District (the "District"), a political subdivision of the State of Georgia, authorized the issuance of general obligation bonds of the District in the aggregate principal amount of \$15,000,000 (the "Bonds" or the "Series 2015 Bonds"), for the purpose of providing funds to the District to pay or to be applied toward the cost of (i) adding to, renovating, repairing, improving, and equipping existing school buildings and school system facilities, (ii) acquiring and/or improving land for school system facilities, (iii) acquiring miscellaneous new equipment, fixtures and furnishings for the school system, including technology equipment, tablets and laptops, and safety and security equipment, (iv) acquiring school buses and other vehicles, transportation and maintenance equipment, (v) acquiring books, digital resources, and other media for the school system, (vi) and constructing and equipping new classroom space including a performing arts center at Dawson County High School, and (vii) paying expenses incident to accomplishing the foregoing; and

WHEREAS, the Board of Education, being charged with the duty of managing the affairs of the District, has determined that in order to pay the principal of and the interest on the Bonds as the same become due and payable, whether by maturity, redemption or otherwise, to the extent such principal and interest is not satisfied from the proceeds of the 1% sales and use tax for educational purposes on all sales and uses in Dawson County, Georgia ("Sales and Use Tax"), approved in the election held on March 17, 2015, and to the extent such interest on the Bonds is not satisfied from the construction fund for the Bonds, it is necessary that there be levied an annual tax upon all the taxable property in said District sufficient to raise the amounts set forth below in each of the calendar years preceding the calendar years set forth below; and

WHEREAS, proper certificates and recommendations have been made that a direct annual tax for such purposes be made in the amounts and for the years hereinafter stated; and

WHEREAS, it is necessary that a tax be levied for the purpose of paying the principal of and interest on the Bonds due in each year, whether by maturity, redemption or otherwise, to the extent such principal and interest is not satisfied from the proceeds of the Sales and Use Tax and to the extent such interest on the Bonds is not satisfied from the construction fund to be created with the proceeds of the Bonds;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Dawson County, and it is hereby resolved by authority of same, that there shall be and is hereby levied upon all the taxable property in the District, which comprises all of Dawson County, a direct annual tax sufficient to raise in each of the calendar years preceding the calendar years set forth below the sums set forth below in order to pay the principal of and interest on the Series 2015 Bonds as follows:

| Date | Principal | Interest | Total P&I |
|----------|------------------|---------------|------------------|
| 2/1/2016 | \$ -- | \$ 447,255 | \$ 447,255 |
| 8/1/2016 | -- | 331,300 | 331,300 |
| 2/1/2017 | -- | 331,300 | 331,300 |
| 8/1/2017 | 2,790,000 | 331,300 | 3,121,300 |
| 2/1/2018 | -- | 261,550 | 261,550 |
| 8/1/2018 | 2,875,000 | 261,550 | 3,136,550 |
| 2/1/2019 | -- | 218,425 | 218,425 |
| 8/1/2019 | 2,990,000 | 218,425 | 3,208,425 |
| 2/1/2020 | -- | 158,625 | 158,625 |
| 8/1/2020 | 3,110,000 | 158,625 | 3,268,625 |
| 2/1/2021 | -- | 80,875 | 80,875 |
| 8/1/2021 | <u>3,235,000</u> | <u>80,875</u> | <u>3,315,875</u> |
| Total | \$15,000,000 | \$2,880,105 | \$17,880,105 |

Said several sums are hereby irrevocably pledged and appropriated to the payment of the principal and interest on the Bonds as the same become due and payable, whether by maturity, redemption or otherwise, all to the extent such principal and interest is not satisfied from the proceeds of the Sales and Use Tax and to the extent such interest on the Bonds is not satisfied from the construction fund created with the proceeds of the Bonds.

The said several sums shall be collected by the Tax Commissioner of Dawson County in each of said years, and shall be annually paid into a fund to be maintained for and applied to the payment of principal and interest on the Bonds when due and provisions to meet the requirements of this paragraph shall be made annually thereafter, upon receipt of an annual certificate from the Board of Education certifying the rate of tax levy (if any) necessary to pay such debt service on the Bonds.

BE IT FURTHER RESOLVED by the authority aforesaid that all orders and resolutions in conflict with this resolution are hereby repealed.

Adopted by the Board of Commissioners of Dawson County, Georgia, this 21st day of May, 2015.

**DAWSON COUNTY BOARD OF
COMMISSIONERS**

By: _____
Chairman, Board of Commissioners
of Dawson County

Attest: _____
Clerk of the Board of
Commissioners of Dawson County

(SEAL)

CLERK'S CERTIFICATE

GEORGIA, DAWSON COUNTY

I, _____, Clerk of the Board of Commissioners of Dawson County, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Board of Commissioners of Dawson County in a public meeting duly assembled on the 21st day of May, 2015, and that the said resolution is of full force and effect and has been duly entered of record in the minutes of said Board, which are in my custody.

WITNESS my official signature and the seal of said Board of Commissioners, this 21st day of May, 2015.

Clerk of the Board of Commissioners of
Dawson County

(SEAL)