

**DAWSON COUNTY BOARD OF COMMISSIONERS  
VOTING SESSION AGENDA - THURSDAY, JULY 21, 2016  
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM  
6:00 PM**

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**A. ROLL CALL**

**B. OPENING PRESENTATION**

Nancy Stites - Dawson County Family Connection

**C. INVOCATION**

**D. PLEDGE OF ALLEGIANCE**

**E. ANNOUNCEMENTS**

**F. APPROVAL OF MINUTES**

[Minutes](#) of the Voting Session held on July 7, 2016

**G. APPROVAL OF AGENDA**

**H. PUBLIC COMMENT (3 minute limit/person 15 minutes maximum)**

**I. ALCOHOL LICENSE**

1. [Presentation](#) of New Alcohol License (Retail Consumption on Premises of Beer, Wine & Distilled Spirits) - Brinker Georgia, Inc. D/B/A Chili's Grill & Bar
2. [Presentation](#) of Alcohol License Transfer (Retail Package Sale of Beer, Wine & Distilled Spirits) - Dawson Liquor D/B/A War Hill Package

**J. ZONING**

**K. PUBLIC HEARING**

**L. UNFINISHED BUSINESS**

**M. NEW BUSINESS**

1. Consideration of request to add a full-time Appraiser III position
2. Consideration of Bid #280-16 RFP State Route 53 Overlay District Development & Design Guidelines  
To view the solicitation documents click [here](#).
3. Board Appointment:
  - a. Dawson County Library Board of Trustees
    - i. Mary Tanner- *Replacing Angela Harben* (Term: July 2016 through June 2020)
4. Consideration of 2016 Millage Rate and Property Tax

**N. PUBLIC COMMENT**

Jane Graves

**O. EXECUTIVE SESSION**

**P. ADJOURNMENT**

**Backup material for agenda item:**

Minutes of the Voting Session held on July 7, 2016

**DAWSON COUNTY BOARD OF COMMISSIONERS**  
**VOTING SESSION MINUTES – JULY 7, 2016**  
**DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM**  
**25 JUSTICE WAY, DAWSONVILLE**  
**6:00PM**

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**ROLL CALL:** Those present were Chairman Berg; Commissioner Fausett, District 1; Commissioner Hamby, District 3; Commissioner Nix, District 4; County Attorney Homans; County Manager Dowling; County Clerk Yarbrough and interested citizens of Dawson County. Commissioner Swafford was not present.

**OPENING PRESENTATIONS:**

1. Zika Virus – Dr. Larry Anderson
2. Presentation of FY2015 Audit Results – Chris Hollifield, CPA – Rushton & Co.

**INVOCATION:** Chairman Berg

**PLEDGE OF ALLEGIANCE:** Chairman Berg

**ANNOUNCEMENTS:**

None

**APPROVAL OF MINUTES:**

Motion passed unanimously to approve the minutes from the Voting Session held on June 16, 2016. Nix/Hamby

**APPROVAL OF THE AGENDA:**

Motion passed unanimously to approve the agenda with the following change:

- Move the Presentation of FY2015 Audit Results down to Item #4 under New Business.

Fausett/Hamby

**PUBLIC COMMENT:**

None

**ALCOHOL LICENSE HEARING:**

*Alcohol License Transfer (Retail Package Sale of Beer, Wine & Distilled Spirits) – Shanti Swarup, LLC D/B/A Premium Package Outlet*

Motion passed unanimously to approve the Alcohol License Transfer (Retail Package Sale of Beer, Wine & Distilled Spirits) – Shanti Swarup, LLC D/B/A Premium Package Outlet

Nix/Hamby

**ZONING:**

None

**PUBLIC HEARING:**

None

**UNFINISHED BUSINESS:**

None

**NEW BUSINESS:**

*Consideration of Request for Full-Time Magistrate Judge Salary Supplements*

Motion passed unanimously to give the Chief Magistrate Judge a supplement of \$8,000.00 along with \$612.00 FICA annually and the Assistant Magistrate Judge a supplement of \$5,384.00 with \$411.00 in FICA annually. Nix/Hamby

*Consideration of Bid #277-16 RFP Ambulance Transport Billing for Dawson County Emergency Services*

Motion passed unanimously to award Bid #277-16 RFP Ambulance Transport Billing to the most responsive, responsible bidder, EMA Consultants, Inc., from LaGrange, GA, and approve the contract with pricing option 1B, 5% of NET collections as submitted. Hamby/Fausett

*Consideration of FY 2015 Budget Amendment Resolution*

Motion passed unanimously to approve the FY 2015 Budget Amendment Resolution as presented. Nix/Fausett

*Consideration of FY 2015 Audit Results*

Motion passed unanimously to approve the FY 2015 Audit Results as presented. Hamby/Fausett

**PUBLIC COMMENT:**

Kimberly Boim

**EXECUTIVE SESSION:**

Motion passed unanimously to go into Executive Session. Hamby/Fausett

Motion passed unanimously to come out of Executive Session. Hamby/Fausett

**ADJOURNMENT:**

APPROVE:

ATTEST:

\_\_\_\_\_  
Mike Berg, Chairman

\_\_\_\_\_  
Danielle Yarbrough, County Clerk

**Backup material for agenda item:**

Presentation of New Alcohol License (Retail Consumption on Premises of Beer, Wine & Distilled Spirits) - Brinker Georgia, Inc. D/B/A Chili's Grill & Bar



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Planning & Development

Work Session: N/A

Prepared By: Rachel Burton

Voting Session: 7/21/2016

Presenter: Rachel Burton

Public Hearing: Yes  No

Agenda Item Title: New Alcohol License (Retail Consumption on Premises of Beer, Wine & Distilled Spirits) – Brinker Georgia, Inc. D/B/A Chili's Grill & Bar

**Background Information:**

This is a new alcohol license for Brinker Georgia, Inc. D/B/A Chili's Grill & Bar for retail consumption on premises of beer, wine and distilled spirits. The property is located at 60 Crossroads Boulevard. The property is zoned Commercial Planned Comprehensive Development.

**Current Information:**

Applicants have submitted all required fees and paperwork. Federal and State background checks on Mr. Bryan McCrory and Ms. Denise Moore are complete and meet ordinance requirements. The applicants are legal permanent residents of the U.S. Sheriff Carlisle and Director Burton have signed off on the application. The public notice ran in the legal organ on 7/6/16 and 7/13/16 per ordinance requirements.

Budget Information: Applicable:  Not Applicable:  Budgeted: Yes  No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Director Burton recommends approval of the new license.

Department Head Authorization: Rachel Burton

Date: 7/12/2016

Finance Dept. Authorization: \_\_\_\_\_

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

County Manager Authorization: \_\_\_\_\_

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

County Attorney Authorization: \_\_\_\_\_

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

**Comments/Attachments:**

Application is attached.







## APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

**6. OWNER:**  
 (a) Full Name: Brinker Georgia, Inc. 75-2340552  
Social Security #

(b) Corporation or LLC Name (if applicable): Brinker Georgia, Inc.

(c) Location: 6820 LBJ Freeway  
Street Number Street Name

Dallas TX 75240 (972) 770-9033  
 City State Zip Code Phone Number

(d) Mailing Address: 6820 LBJ Freeway  
Street Number Street Name

Dallas TX 75240 (972) 770-9033  
 City State Zip Code Phone Number

**7. REGISTERED AGENT: (Applicant may name a registered agent - attach Registered Agent Consent Form #2-A.)**

(a) Full Name: N/A Social Security #

(b) Address: \_\_\_\_\_  
Street Number Street Name

\_\_\_\_\_  
 City State Zip Code Phone Number

**8. TYPE OF OWNERSHIP:**

- Sole Proprietorship
- Private Held Corporation
- Public Held Corporation Subject to S.E.C. Regulations \*
- Other; explain \*The ultimate parent company, Brinker International, Inc. is publicly traded on the New York Stock Exchange.
- Legally Registered Partnership
- Public Held Corporation
- Limited Liability Company

**9. FOR PARTNERSHIP ONLY:** N/A

(a) Date the Partnership was formed: \_\_\_\_\_

(b) Attach Partnership Agreement

(c) List Partners:

Name & Resident Address (Attach separate sheet if necessary)	Social Security Number	G - General L - Limited S - Silent	Interest Investment \$	Participation %

## APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

**10. FOR CORPORATION or LLC ONLY: (Attach Articles & Certificate of Incorporation/ Organization)**

- (a) Date of Incorporation/Organization: 06/29/1990
- (b) Place of Incorporation/Organization: Texas
- (c) State Parent Corporation, if applicable: Brinker Restaurant Corporation
- (d) Number of Shares of Capital Stock Authorized, if applicable: 10,000 common
- (e) Number of Shares of Outstanding Stock, if applicable: 9,000
- (f) For Corporations or LLC's, list officers, directors, members, and/or principal shareholders with 20% or more of the stock:

Name	Social Security #	Position	Interest %
Please see attached Exhibit "A"			

- (g) Is the corporation owned by a parent corporation or held by a holding company? Yes  
If yes, explain: Brinker Restaurant Corporation is the sole shareholder of Brinker Georgia, Inc. The ultimate parent company of Brinker Restaurant Corporation is Brinker International, Inc. which is a publicly traded company on the NYSE.

**11. FOR PRIVATE CLUBS ONLY: N/A**

- (a) Date of organization under the laws of the State of Georgia: \_\_\_\_\_
- (b) State the total number of regular dues paying members: \_\_\_\_\_
- (c) Is any member, officer, agent, or employee compensated directly or indirectly from the profits of the sale of distilled spirits beyond a fixed salary as established by its members at any annual meeting or by its governing board out of the general revenue of the club?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (d) **Attach minutes of the annual meeting setting salaries.** For private club, list officers, directors and/or principal shareholders with 20% or more of the stock.

Name	Social Security #	Position

**12. FINANCING:**

- (a) Bank to be used by business, include branch: Chase
- (b) State total amount of capital that is or will be invested in the business by any party or parties: \$3,409,089.00
- (c) State total amount of funds invested by the owner: \$3,409,089.00
- (d) State total amount of funds invested by parties other than the owner: \$0.00
- (e) If any capital is borrowed:

Name of Lender	Date	Amount	Interest Rate
N/A			

## APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

**13. GENERAL INFORMATION:**

(a) Has owner and/or individual partner, shareholder, director, officer or member any interest in any manufacturer or wholesaler of alcoholic beverage?   No  

(b) Has owner and/or individual partner, shareholder, director, officer or member received any financial aid or assistance from any manufacturer or wholesaler of alcoholic beverages?   No  

(c) If answer is "Yes" to either of immediate foregoing, explain:   N/A    
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(d) Show hereunder any and all persons, corporations, partnerships, limited liability companies or associations (other than persons stated herein as owner(s), directors, officers or members) who have received or will receive, as a result of your operation under the requested license, any financial gain or payment derived from any interest or income from the operation. Financial gain or payment shall include payment or gain from any interest in the land, fixtures, building, stock, and any other asset of the proposed operation under the license. In the event any corporation or limited liability company is listed as receiving an interest or income from this operation, show the names of the officers, directors or members of said corporation together with the names of the principal stockholders.

  Please see attached Exhibit "A"    
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(e) List all other businesses engaged in the sale of alcohol beverages that you the owner, or any individual, partner, shareholder, officer, director or member has interest in, is employed by or is associated with in any way whatsoever, or has had interest in, has been employed by, or has been associated with in the past.

<i>Name</i>	<i>Name or Business</i>	<i>Interest %</i>
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  Please see attached Exhibit "B"    
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**14. FOR PACKAGE LIQUOR STORE APPLICANTS: \*\*\*State of Georgia Regulations\*\*\* N/A**

The State of Georgia will **not** issue a State Alcohol License to any person who has more than two (2) retail package liquor licenses. See official language below. Do **not** apply for a Dawson County License if you already have (or have interest in) two (2) package liquor store licenses in the State of Georgia.

**O.C.G.A. 3-4-21 and Regulation 560-2-2-40.**

*No person shall be issued more than two retail package liquor licenses, nor shall any person be permitted to have a beneficial interest in more than two retail package liquor licenses issued by the Department regardless of the degree of such interest.*

*For the purposes of explanation and applicability of the Code:*

*"Beneficial interest" as used here means: when a person holds the retail package liquor license in his own name, or when he has a legal, equitable or other ownership interest in, or has any legally enforceable interest or financial interest in, or derives any economic benefit from, or has control over a retail package liquor business.*

*The term "person" shall include all members of a retail package liquor dealer licensee's family; and the term "family" shall include any person related to the holder of the license within the first degree of consanguinity and affinity as computed according to the canon law which includes the following: spouse, parents, step-parents, parents-in-law, brothers and sisters, step-brothers and step-sisters, brothers-in-law and sisters-in-law, children, step-children and children-in-law.*

Do you currently hold any package liquor licenses in your own name or have a beneficial interest in any package liquor licenses as described above?        Yes        No If yes, attach a separate sheet listing names, addresses, and license numbers.

# APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

**NOTE:** Before signing this statement, check all answers and explanations to see that you have answered all questions fully and correctly. This statement is to be executed under oath and subject to the penalties of false swearing, and it includes all attached sheets submitted herewith.

STATE OF GEORGIA, DAWSON COUNTY

I, E. Denise Moore, VP, DO SOLEMNLY SWEAR, SUBJECT TO THE PENALTIES OF FALSE SWEARING, THAT THE STATEMENTS AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING APPLICATION ARE TRUE AND CORRECT.

*denise moore*

APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT E. Denise Moore SIGNED HIS NAME TO THE FOREGOING APPLICATION STATING TO ME THAT HE KNEW AND UNDERSTOOD ALL STATEMENTS AND ANSWERS MADE THEREIN, AND, UNDER OATH ACTUALLY ADMINISTERED BY ME, HAS SWORN THAT SAID STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS 25 DAY OF May, 20 14.



*Michele Bibb*

NOTARY PUBLIC

FOR OFFICIAL USE ONLY:

### PLANNING AND DEVELOPMENT REVIEW:

APPLICANT HAS OBTAINED ALL NECESSARY PERMITS AND LICENSES. (Building Permit / Business License)

Date: 6/28/2014

*Rachel Bruster*

Planning and Development Director

APPLICANT HAS COMPLETED ALL NECESSARY INSPECTIONS. (Fire Dept. / Health Dept. / Dept. of Agriculture-Retail Package only)

Planning and Development Director

APPLICANT HAS COMPLETED **PREMISE & STRUCTURE FORM # 3** AND ATTACHED ALL REQUIRED INFORMATION IN ITEMS 10 through 15.

*Rachel Bruster*

Planning and Development Director

FOR OFFICIAL USE ONLY:

### SHERIFF DEPARTMENT REVIEW:

APPLICANT HAS COMPLETED ALL REQUIREMENTS FOR FEDERAL AND STATE BACKGROUND CHECK AND IS APPROVED FOR THIS APPLICATION PROCESS.

Date: 6/28/16

*Bill Collier*

Sheriff

**Backup material for agenda item:**

Presentation of Alcohol License Transfer (Retail Package Sale of Beer, Wine & Distilled Spirits) - Dawson Liquor D/B/A War Hill Package



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Planning & Development

Work Session: N/A

Prepared By: Rachel Burton

Voting Session: 7/21/2016

Presenter: Rachel Burton

Public Hearing: Yes  No

Agenda Item Title: Alcohol License Transfer (Retail Package Sale of Beer, Wine & Distilled Spirits) – Dawson Liquor D/B/A War Hill Package

**Background Information:**

This is an alcohol license transfer from Bindip of Dawson LLC D/B/A War Hill Package to Dawson Liquor D/B/A War Hill Package for retail package sales of beer, wine and distilled spirits. The property is located at 40 War Hill Park Road. The property is zoned Commercial Highway Business.

**Current Information:**

Applicant has submitted all required fees and paperwork. Federal and State background checks on Mr. Sharmishthaben Patel are complete and meet ordinance requirements. The applicant is a legal permanent resident of the U.S. Sheriff Carlisle and Director Burton have signed off on the application. The public notice ran in the legal organ on 7/6/16 and 7/13/16 per ordinance requirements.

Budget Information: Applicable:  Not Applicable:  Budgeted: Yes  No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Director Burton recommends approval of the license transfer.

Department Head Authorization: Rachel Burton

Date: 7/12/2016

Finance Dept. Authorization: \_\_\_\_\_

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

County Manager Authorization: \_\_\_\_\_

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

County Attorney Authorization: \_\_\_\_\_

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

**Comments/Attachments:**

Application is attached.

# DAWSON COUNTY PLANNING AND DEVELOPMENT

## ALCOHOL LICENSING

Location & Mailing Address:

25 JUSTICE WAY, SUITE 2322  
DAWSONVILLE, GA 30534

Phone: 706/344-3500 x 42335

### APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

This application must be signed by the applicant and notarized. Every question must be fully answered with the answer typewritten or printed. If the space provided is not sufficient, answer on a separate sheet and indicate in the space provided that a separate sheet is attached. When completed, the application must be dated, signed, and verified under oath by the applicant and submitted to Planning and Development, together with the license fee(s) and the administrative/investigative fee (separate checks). All fees are payable to Dawson County in certified funds (bank check, certified check, or money order). **The applicant must be not less than 21 years of age.**

NOTICE: Any false answer to any question could result in the denial of a license, or in the event a license is issued, in the revocation or suspension of the license. **\*\*\*KEEP A COPY OF ALL FORMS SUBMITTED\*\*\***

#### FOR OFFICIAL USE ONLY:

Name of Business: War Hill Package  
Date Received: 6-14-16 License Fee Enclosed: \$ 2900.00 (1/2 OF FEE REQUIRED FOR TRANSFER)  
Approved: \_\_\_\_\_ Denied: \_\_\_\_\_  
State License Number: \_\_\_\_\_  
Local License Number: \_\_\_\_\_  
Administrative/Investigative Fee Enclosed: \$ 250 Advertising Fee Enclosed: \$ 40

1. TYPE OF LICENSE: (check one):  NEW  AMENDMENT (TRANSFER)
2. ADMINISTRATIVE AND INVESTIGATIVE FEE:  \$250.00 (Consumption on Premises)  
ADMINISTRATIVE AND INVESTIGATIVE FEE:  \$250.00 (Retail Package)  
ADMINISTRATIVE AND INVESTIGATIVE FEE:  \$250.00 (Transfer of License)  
*Note: Administrative/Investigative fees may be higher depending on the number of persons for which we conduct a federal and state background check.*  
ADVERTISING FEE:  \$ 40.00 (Distilled Spirits)  
(Consumption on Premises & Retail Package)

3. TYPE OF BUSINESS:
- |  |   |
|--|---|
| <input type="checkbox"/> Bona Fide Eating Establishment                        | <input type="checkbox"/> Indoor Commercial Recreation Facility            |
| <input type="checkbox"/> Super Market  | <input type="checkbox"/> Hotel/Motel                                      |
| <input type="checkbox"/> Convenience Store                                     | <input type="checkbox"/> Caterer (must have alcohol by the drink license) |
| <input checked="" type="checkbox"/> Package Liquor Store (see Item 14, Page 5) | <input type="checkbox"/> Other  |
- Explain: \_\_\_\_\_

Will live entertainment be offered? NO If Yes, Explain: \_\_\_\_\_



## APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

**4. TYPE OF LICENSE AND FEES:**  
(Check all that apply)

**PAYMENT BY CERTIFIED FUNDS ONLY!!**

Note: If license is issued after July 1st, fees are one half.

**RETAIL PACKAGE:** (Total: Beer - Wine - Distilled Spirits = \$5,800)  
(Total: Beer - Wine = \$1,300)

Beer \$650                       Wine \$650                       Distilled Spirits \$4,500

**GROCERY & CONVENIENCE STORES: ATTACH COPY OF DEPT. OF AGRICULTURE FOOD ESTABLISHMENT LICENSE.**

**RETAIL CONSUMPTION ON PREMISES:** (Total: Beer - Wine - Distilled Spirits = \$4,800)  
(Total: Beer - Wine = \$1,500)

Distilled Spirits      \$3,300  
 Beer                      \$ 750                       Add'l Fixed Bars # \_\_\_\_\_ \$ 500 (each bar)  
 Wine                      \$ 750                       Movable Bars # \_\_\_\_\_ \$ 250 (each bar)

**PRIVATE CLUB:**

**Note: Must obtain a retail consumption on the premises license.**

Beer \$750                       Wine \$750                       Distilled Spirits \$3,300

**HOTEL IN-ROOM SERVICE:**

**Note: Must obtain a retail consumption on the premises license before Hotel In-Service License is issued.**

Beer \$750                       Wine \$750                       Hotel In-Service \$250

**SPECIAL EVENT ALCOHOL PERMIT:**

**Note: Must complete additional Special Event Alcohol Permit Form # 2-B.**

\$25 Per Day

**5. BUSINESS**

(a) Business Name: War hill package

(b) Location: 40 War hill park Rd  
Street Number                      Street Name

Dawsonville                      GA                      30534                      706-216-0069  
City                                      State                      Zip Code                      Phone Number

(c) Mailing Address: 40 warhill park Rd  
**For Renewals:** Street Number                      Street Name

Dawsonville                      GA                      30534                      706 216 0069  
City                                      State                      Zip Code                      Phone Number

**APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE**

**6. OWNER:**

(a) Full Name: SHARMISHTHABEN PATEL 153-23-6616  
 Social Security #

(b) Corporation or LLC Name (if applicable): DAWSON LIQUOR LLC

(c) Location: 40, WAR HILL PARK RD  
 Street Number Street Name

DAWSONVILLE GA 30534 706-216-0069  
 City State Zip Code Phone Number

(d) Mailing Address: 40, WAR HILL PARK RD  
 Street Number Street Name

DAWSONVILLE GA 30534 706-216-0069  
 City State Zip Code Phone Number

**7. REGISTERED AGENT: (Applicant may name a registered agent - attach Registered Agent Consent Form #2-A.)**

(a) Full Name: \_\_\_\_\_ Social Security # \_\_\_\_\_

(b) Address: \_\_\_\_\_  
 Street Number Street Name

\_\_\_\_\_  
 City State Zip Code Phone Number

**8. TYPE OF OWNERSHIP:**

- Sole Proprietorship
- Private Held Corporation
- Public Held Corporation Subject to S.E.C. Regulations
- Other; explain \_\_\_\_\_
- Legally Registered Partnership
- Public Held Corporation
- Limited Liability Company

**9. FOR PARTNERSHIP ONLY:**

(a) Date the Partnership was formed: \_\_\_\_\_

(b) Attach Partnership Agreement

(c) List Partners:

Name & Resident Address (Attach separate sheet if necessary)	Social Security Number	G - General L - Limited S - Silent	Interest	
			Investment \$	Participation %

## APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

**10. FOR CORPORATION or LLC ONLY: (Attach Articles & Certificate of Incorporation/ Organization)**

- (a) Date of Incorporation/Organization: \_\_\_\_\_
- (b) Place of Incorporation/Organization: GA
- (c) State Parent Corporation, if applicable: -NA-
- (d) Number of Shares of Capital Stock Authorized, if applicable: -NA-
- (e) Number of Shares of Outstanding Stock, if applicable: -NA-
- (f) For Corporations or LLC's, list officers, directors, members, and/or principal shareholders with 20% or more of the stock:

Name	Social Security #	Position	Interest %
<u>SHARMISHHABEN PATEL</u>	<u>153-23-6616</u>	<u>OWNER</u>	<u>100%</u>

- (g) Is the corporation owned by a parent corporation or held by a holding company? -NA-  
If yes, explain: \_\_\_\_\_

**11. FOR PRIVATE CLUBS ONLY:**

- (a) Date of organization under the laws of the State of Georgia: \_\_\_\_\_
- (b) State the total number of regular dues paying members: \_\_\_\_\_
- (c) Is any member, officer, agent, or employee compensated directly or indirectly from the profits of the sale of distilled spirits beyond a fixed salary as established by its members at any annual meeting or by its governing board out of the general revenue of the club?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (d) **Attach minutes of the annual meeting setting salaries.** For private club, list officers, directors and/or principal shareholders with 20% or more of the stock.

Name	Social Security #	Position

**12. FINANCING:**

- (a) Bank to be used by business, include branch: THE UNITED COMMUNITY BANK
- (b) State total amount of capital that is or will be invested in the business by any party or parties: \_\_\_\_\_
- (c) State total amount of funds invested by the owner: \$ 15,000
- (d) State total amount of funds invested by parties other than the owner: \_\_\_\_\_
- (e) If any capital is borrowed:

Name of Lender	Date	Amount	Interest Rate

## APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

**13. GENERAL INFORMATION:**

(a) Has owner and/or individual partner, shareholder, director, officer or member any interest in any manufacturer or wholesaler of alcoholic beverage? NO

(b) Has owner and/or individual partner, shareholder, director, officer or member received any financial aid or assistance from any manufacturer or wholesaler of alcoholic beverages? NO

(c) If answer is "Yes" to either of immediate foregoing, explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(d) Show hereunder any and all persons, corporations, partnerships, limited liability companies or associations (other than persons stated herein as owner(s), directors, officers or members) who have received or will receive, as a result of your operation under the requested license, any financial gain or payment derived from any interest or income from the operation. Financial gain or payment shall include payment or gain from any interest in the land, fixtures, building, stock, and any other asset of the proposed operation under the license. In the event any corporation or limited liability company is listed as receiving an interest or income from this operation, show the names of the officers, directors or members of said corporation together with the names of the principal stockholders.

- NO -

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(e) List all other businesses engaged in the sale of alcohol beverages that you the owner, or any individual, partner, shareholder, officer, director or member has interest in, is employed by or is associated with in any way whatsoever, or has had interest in, has been employed by, or has been associated with in the past.

Name	Name or Business	Interest %
SHARMISTHABEN PATEL	BALL GROUND LLC	100%

**14. FOR PACKAGE LIQUOR STORE APPLICANTS: \*\*\*State of Georgia Regulations\*\*\***

The State of Georgia will **not** issue a State Alcohol License to any person who has more than two (2) retail package liquor licenses. See official language below. Do **not** apply for a Dawson County License if you already have (or have interest in) two (2) package liquor store licenses in the State of Georgia.

**O.C.G.A. 3-4-21 and Regulation 560-2-2-40.**

*No person shall be issued more than two retail package liquor licenses, nor shall any person be permitted to have a beneficial interest in more than two retail package liquor licenses issued by the Department regardless of the degree of such interest.*

*For the purposes of explanation and applicability of the Code:*

*"Beneficial interest" as used here means: when a person holds the retail package liquor license in his own name, or when he has a legal, equitable or other ownership interest in, or has any legally enforceable interest or financial interest in, or derives any economic benefit from, or has control over a retail package liquor business.*

*The term "person" shall include all members of a retail package liquor dealer licensee's family; and the term "family" shall include any person related to the holder of the license within the first degree of consanguinity and affinity as computed according to the canon law which includes the following: spouse, parents, step-parents, parents-in-law, brothers and sisters, step-brothers and step-sisters, brothers-in-law and sisters-in-law, children, step-children and children-in-law.*

Do you currently hold any package liquor licenses in your own name or have a beneficial interest in any package liquor licenses as described above? Yes  No  If yes, attach a separate sheet listing names, addresses, and license numbers.

**APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE**

**NOTE:** Before signing this statement, check all answers and explanations to see that you have answered all questions fully and correctly. This statement is to be executed under oath and subject to the penalties of false swearing, and it includes all attached sheets submitted herewith.

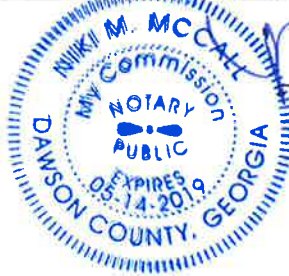
STATE OF GEORGIA, DAWSON COUNTY

I, Sharmishthaben Patel, DO SOLEMNLY SWEAR, SUBJECT TO THE PENALTIES OF FALSE SWEARING, THAT THE STATEMENTS AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING APPLICATION ARE TRUE AND CORRECT.

S. D. Patel  
APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT S. Patel SIGNED HIS NAME TO THE FOREGOING APPLICATION STATING TO ME THAT HE KNEW AND UNDERSTOOD ALL STATEMENTS AND ANSWERS MADE THEREIN, AND, UNDER OATH ACTUALLY ADMINISTERED BY ME, HAS SWORN THAT SAID STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS 14th DAY OF June, 2016.



[Signature]  
NOTARY PUBLIC

FOR OFFICIAL USE ONLY:

**PLANNING AND DEVELOPMENT REVIEW:**

APPLICANT HAS OBTAINED ALL NECESSARY PERMITS AND LICENSES. (Building Permit / Business License)

Date: 6-14-16  
Rachel Buster 6/28/16  
Planning and Development Director

APPLICANT HAS COMPLETED ALL NECESSARY INSPECTIONS. (Fire Dept. / Health Dept. / Dept. of Agriculture-Retail Package only)

Rachel Buster 6/28/16  
Planning and Development Director

APPLICANT HAS COMPLETED PREMISE & STRUCTURE FORM # 3 AND ATTACHED ALL REQUIRED INFORMATION IN ITEMS 10 through 15.

Rachel Buster 6/28/16  
Planning and Development Director

FOR OFFICIAL USE ONLY:

**SHERIFF DEPARTMENT REVIEW:**

APPLICANT HAS COMPLETED ALL REQUIREMENTS FOR FEDERAL AND STATE BACKGROUND CHECK AND IS APPROVED FOR THIS APPLICATION PROCESS.

Date: 6/28/16  
Billy Carter  
Sheriff

**Backup material for agenda item:**

1. Consideration of request to add a full-time Appraiser III position



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Tax Assessors Office

Work Session: 07/14/2016

Prepared By: Mike Wenson & Kurt Tangel

Voting Session: 7/21/2016

Presenter: : Mike Wenson & Kurt Tangel

Public Hearing: Yes \_\_\_\_\_ No x

Agenda Item Title: Request to add an Appraiser III full time position

Background Information:

See Attached

Current Information:

See Attached

Budget Information: Applicable: \_\_\_\_\_ Not Applicable: \_\_\_\_\_ Budgeted: Yes \_\_\_\_\_ No x

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
100	1550	511100			15,000	

Recommendation/Motion: Move to increase budget \$15,000 for fiscal year 2016.

Department Head Authorization: [Signature] Date: 7/5/16

Finance Dept. Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

County Manager Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

County Attorney Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

Comments/Attachments:

## **HB202 and effect on the Dawson County Assessors Office**

HB202 was passed in the spring of 2015 and contained 49 pages of legislation. The primary focus of the bill was to "provide for the comprehensive revision of provisions regarding ad valorem taxation, assessment, and appeal". This bill contained three different effective dates for defined sections of the bill. The bill adds significant responsibilities and potential consequences to the Assessor's office:

- 1. The new legislation has a requirement for the Assessors office to produce documents or information in 10 days if the appellant makes the request as defined in HB202 (Currently timeframe is 20 days).*
- 2. The Office now has a 180 day requirement to forward all appeals to the hearing choice of the appellant. In recent years the time to forward these appeals has been between 210 – 240 days.*
- 3. The new legislation allows more appellants to qualify for a Hearing Officer appeal. The value threshold for a Hearing Officer appeal was lowered to \$750,000 from 1 million. HB202 also allows the appellant to combine accounts to reach the \$750,000 threshold.*
- 4. Arbitration appeals can now proceed to Superior Court. Previously arbitration appeals were binding without the option to continue.*
- 5. A new 45 day time limit was placed upon the Assessors to accept or reject appraisals submitted with an appeal to the BOE (Board of Equalization). Previously the law only required us to consider information supplied by the appellant.*
- 6. Additionally HB202 requires that the office send all notices revolving around an appeal to the taxpayer, agent and attorney. Previously our responsibility was to only the individual representing the parcel that was appealed.*
- 7. The new legislation now requires us to provide specific information after we have forwarded the appeal if requested as defined in HB202 within seven days of our hearing. Prior to HB202 this was not a requirement.*
- 8. Additional time constraints have been added to the appeals that to go to arbitration.*
- 9. The Tax Assessors office must now notify the tax payer and everyone involved, with an appeal to Superior court of the "Settlement Conference" and court fees within 45 days. The new legislation also says the settlement conference must be within 30 days of our notification. Previously this was not a requirement.*

The majority of these additional responsibilities and potential consequences were to become effective January the 1<sup>st</sup> 2016. It is our understanding, that the 2016 effective date was put in place so as to give the counties time to adjust their budgets to fulfill their new obligations. During the 2016 budget process we requested an additional employee to meet these new obligations. At that time there was an expectation that the 2016 legislative session would bring changes to HB202 because of the strain it was placing on local governments, the Georgia Department of Revenue and the fact it did not pass with an overwhelming majority. Based on that expectation we agreed that we would hold off on the request to add the additional head until the legislature met to revise HB202. This unfortunately did not happen during 2016 legislative session. Without this additional head we will not be able to comply with HB202.

**The new employee being requested by the Assessors office is essential to negotiate and resolve appeals, also 24 keeping up with all necessary time lines and documentation required from HB202.**



ORIGINAL



**Justin Power**  
**Clerk of Superior and Juvenile Courts**  
**Dawson County**

25 Justice Way, Suite 1302  
Dawsonville, GA 30534

Phone (706) 344-3510  
Fax (706) 344-3511

June 26, 2015

Mr. Kurt Tangel, Chief Appraiser  
25 Justice Way, Suite 1201  
Dawsonville, Ga. 30534

**RE: House Bill 202/Board of Equalization**

Dear Mr. Tangel,

I would like to take this opportunity to express my appreciation for your professionalism and the expedient manner in which we are able to schedule Board of Equalization appeals. In the past few years, we made tremendous steps toward hearing each appeal during the same year appealed. However, even with our best efforts, that was not the case for 2014 and I am concerned we will have even more rollover in 2015 appeals. Our citizens and property owners expect and deserve a hearing of their property tax appeal as quickly as possible. It is not unreasonable to expect the hearing to be in the same year in which it was appealed.

Anticipating more appeals in 2015 and based on the new provisions of HB 202, it is my opinion you need additional staff to prepare appeals, so we can continue to serve the citizens in a more efficient manner.

Sincerely,

A handwritten signature in black ink, appearing to read "Justin Power", is written over a faint circular stamp.

Justin Power  
Clerk of Superior and Juvenile Courts

**Backup material for agenda item:**

2. Consideration of Bid #280-16 RFP State Route 53 Overlay District Development & Design Guidelines

To view the solicitation documents click [here](#).



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Planning & Development

Work Session: 07/14/2016

Prepared By: Davida Simpson, Purchasing Director

Voting Session: 07/21/2016

Presenter: Rachel Burton, Planning Director

Public Hearing: Yes  No

Agenda Item Title: Presentation of Bid #280-16 RFP State Route 53 Overlay District Development & Design Guidelines

Background Information:

The Board of Commissioners approved funds in the FY2016 budget for this project. This is a multi-year project and will go over the bid threshold over the lifetime of the contract. Currently, there is a GA400 Corridor Guidelines but they do not extend down SR 53. Having the guidelines will enable the County to be proactive in development and safeguard our unique community resources such as our rural, historic and scenic areas. A corridor study was conducted in 2005 but it was not completed due to budget restraints. Adoption of a SR 53 Corridor Overlay has been included in the Capital Improvement Element (CIE) since 2011, contained in the Comprehensive Plan since 2006 and has been included in the budget since 2015.

Current Information:

Three (3) proposals were received and evaluated. All three firms were interviewed and ranked. Staff is recommending the most responsible, responsive bidder B+C Studio who scored the highest and had the lowest price proposal.

Budget Information: Applicable:  Not Applicable:

Budgeted Yes  No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
100	7410	521200-000	\$14,000	\$14,000	\$15,000	-\$1,000

Recommendation/Motion: Staff respectfully requests the Board to award #280-16 RFP State Route 53 Overlay District Development & Design Guidelines to the most responsive, responsible bidder, B+C Studios from Atlanta, GA, in the amount of \$46,000 over a three year period and accept the contract as submitted.

Department Head Authorization: Rachel Burton, Planning Director

Date: 07/05/2016

Finance Dept. Authorization: Vickie Neikirk

Date: 07/06/2016

County Manager Authorization: Randall Dowling

Date: 07/08/2016

County Attorney Authorization: \_\_\_\_\_

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

Comments/Attachments:

Bid documents can be found at [www.dawsoncounty.org](http://www.dawsoncounty.org) > Bids & RFPs> Under Evaluation, Exhibit A is the RFP, Exhibit B is the pricing, contract and presentation attached.

# SR53 Overlay District Development & Design Guidelines Bid #280-16 RFP

WORK SESSION JULY 14, 2016



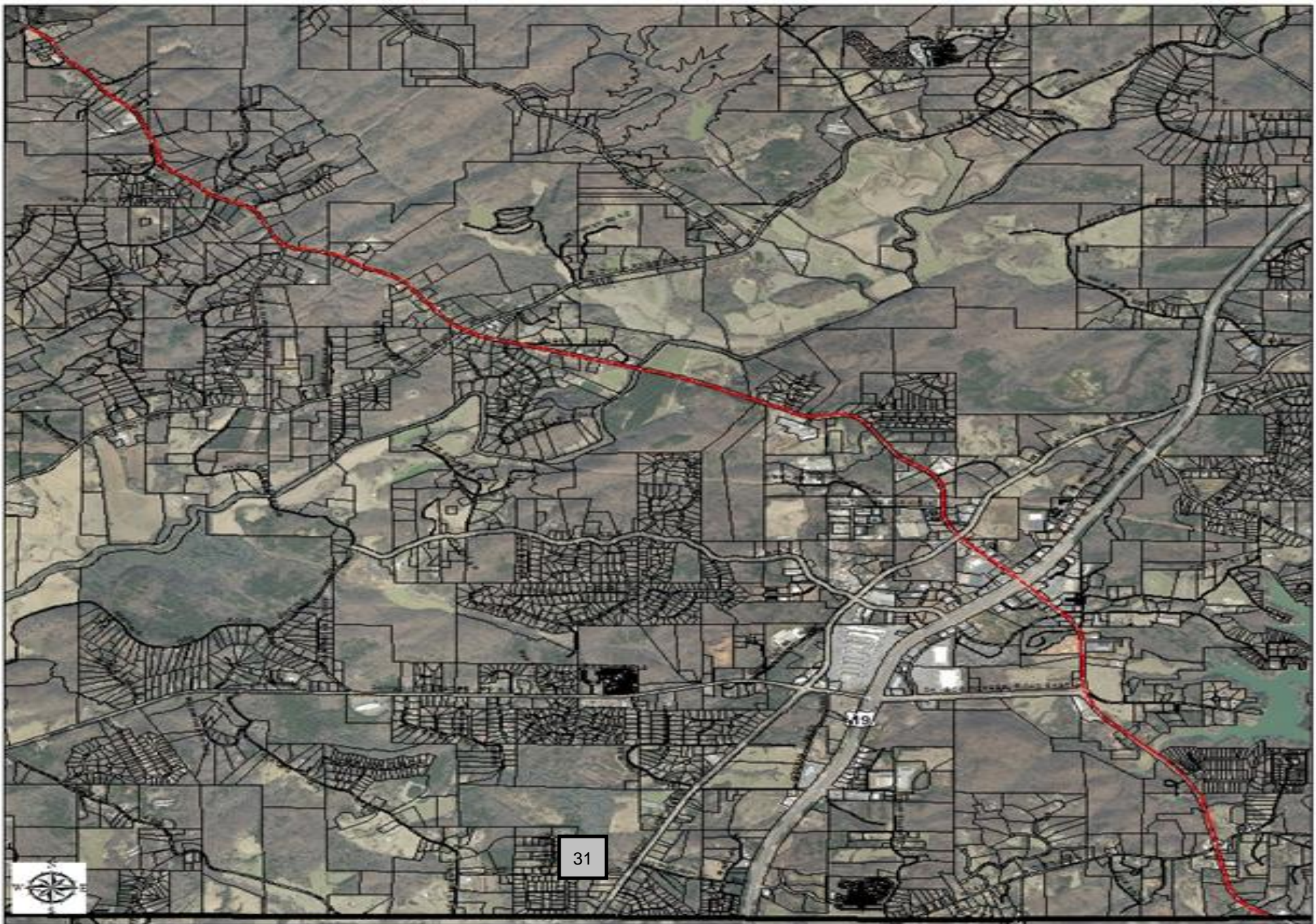
# Overlay History

- ▶ The Board of Commissioners approved funds in the FY2016 budget for the study
  - ▶ FY2016 - \$14,000; FY2017 - \$7,500; FY2018 - \$7,500
  - ▶ Total Budget: \$29,000
- ▶ Project has been included in the budget since 2015
- ▶ Included in the CIE beginning in 2011
- ▶ SR 53 Overlay District is included in the Comprehensive Plan beginning in 2006
- ▶ The original corridor study was prepared in 2005 by The Jaeger Group
  - ▶ The overlay district was not completed due to budget constraints and has remained dormant since that time
  - ▶ Considered a secondary project to the GA400 Corridor Guidelines
  - ▶ An updated study is needed since the 29 has drastically changed in the last 11 years

# Background

- ▶ Project has been made a priority by administration
- ▶ Area has been identified as a corridor targeted for more intense use by commercial developers
- ▶ Areas vary in use: commercial, rural, historic, and residential
- ▶ The intent is to preserve our community resources such as the historic, rural and scenic areas while balancing the benefits of economic development in order to maintain the high quality of life of the residents.
- ▶ SR 53 begins at the Dawson/Forsyth county line and extends for approximately 8 miles to Perimeter Road at the Dawsonville City limits

# STATE ROUTE 53



# Scope of Work

Vendor to provide all labor, materials, resources, and related services to:

- ▶ Create a **vision** for the ultimate physical development of the corridor including illustrated best practices for design standards that establish aesthetic guidelines for corridor development.
- ▶ Develop **goals, objectives** and **strategies** for implementation of the vision.
- ▶ Develop **design standards** for the corridor based on the adopted Dawson County Comprehensive Plan, adopted Development and Design Guidelines of the GA 400 Corridor, preferences of key stakeholders for corridor aesthetics and best practices within Dawson County.
- ▶ Develop a “State Route 53 Corridor Overlay District,” along with necessary amendments to the zoning ordinances and subdivision regulations to carry out the **sustainable development vision**.



## Scope of Work – Cont'd.

- ▶ Develop and build **consensus** around the development vision with **key stakeholders** including **residents, businesses, property owners, citizens** and **elected officials** through **open meetings and Public Hearings**.
- ▶ Identify **opportunities** for proposed enhancements to beautify the corridor and **improve heritage tourism** while providing regulatory measures to **protect** the historic and scenic qualities of the corridor.
- ▶ Ensure **compatibility** with the Development and Design Guidelines of the GA 400 Corridor and include similar guidelines appropriate for the unique nature of the 53 Corridor.

# Methodology

Phase 1 – Year 1	Phase 2 – Year 2	Phase 3 – Year 3
<p><b>Data Gathering</b>            Kickoff Meeting            Staff's vision &amp; goals for Corridor            Refine Corridor width and termini            Research history            Public outreach            GDOT design requirements            Stakeholder input</p>	<p><b>Assessment &amp; Planning</b>            Develop corridor plan and vision            Define the district and produce code compatible language            Create node plans            Identify opportunities for heritage tourism            Develop goals and objectives            Draft foundational economic development recommendations</p>	<p><b>Project Implementation</b>            Action plan summary            Regulatory coordination and review for compatibility            Agency coordination            Schedule            Evaluation review of initial projects            Security/Stewardship: Corridor security and safety, economic benefits, maintenance, education and promotion</p>
<p><b>Benchmarking</b>            Identify local, regional and national examples            Extract and benchmark desirable standards</p>	<p><b>Standards &amp; Planimetrics</b>            Draft corridor standards: Roads &amp; Streets, site design standards, site amenities, landscaping, lighting, signage, building construction standards and sustainable maintenance requirements            Draft code language and zoning sections: Definitions, design review committee, affirmations and applicability, review process and application procedure, variance procedure, incentives, appeals procedure and interpretations, violations, enforcement and penalty provisions</p>	<p><b>Revisions (as needed)</b>            Incorporation of pilot project input            Revisions to documents            Amendments to zoning documents            Final Publication</p>
<p><b>Corridor Inventory</b>            Identify corridor environmental constraints &amp; characteristics            Determine transportation uses and traffic patterns            Determine corridor demographics and usage trends            Identify historic and cultural resources            Identify key nodes and intersections, opportunities and development trends</p>		

# IFB vs RFP

Given the nature of the project, qualifications must be provided for vendors completing work. Qualifications and methodology were driving force in this bid. Technical requirements made up 80% of the scoring criteria while pricing made up 20%. Based on these factors, the Request for Proposal method was selected as the best approach to this solicitation.

## **IFB – Invitation for Bid**

- ▶ Price is driving force
- ▶ Must go with low bid unless legal justification/rationalization

## **RFP – Request for Proposal**

- ▶ Price may be a factor
- ▶ Other criteria more important than price (technical requirements)
- ▶ Must award bid to the most responsible (can do work), responsive (met requirements & criteria) bidder – best score

# Acquisition Strategy & Methodology

- ▶ Advertised in Legal Organ
- ▶ Posted on County Website
- ▶ Posted on GLGA Marketplace
- ▶ Posted on Georgia Procurement Registry
- ▶ Emailed notification through vendor registry
- ▶ Notification through County's Facebook and Twitter accounts
- ▶ Notification through Chamber of Commerce
- ▶ Notified previous vendors
- ▶ Emailed standby services vendors and other interested parties
- ▶ **Held an optional pre-proposal meeting May 13, 2016 – 3 attendees**
- ▶ **3 proposals received**

# Evaluation Committee

- ▶ Rachel Burton, Planning & Development Director
- ▶ Niki McCall, Zoning Administrator
- ▶ Lisa Henson, Parks & Recreation Director
- ▶ David McKee, Public Works & SPLOST Director
- ▶ Davida Simpson, Purchasing Director (facilitator)

# Evaluation Criteria

Company	Points Allowed	B+C Studio	The Jaeger Company	AMEC, Foster & Wheeler
Company Background and Structure, Staff Qualifications & Licenses/Certificates	25	22	24	24
Statement of Qualifications	25	21	24	22
Approach to Scope of Work & Methodology	10	8	10	8
Similar Work Experience & References	20	15	19	17
Price Proposal	20	16	12	17
<b>TOTAL POINTS</b>	<b>100</b>	82.00	89.00	88.00
<b>INTERVIEW</b>	<b>+25</b>	24.75	14.75	12.25
<b>FINAL SCORING</b>	<b>+25</b>	106.75	103.75	100.25

# Pricing

Company	Pricing Phase 1 - Year 1	Pricing Phase 2 - Year 2	Pricing Phase 3 - Year 3	Other Fees	Total Pricing
<b>B+C Studio</b>	\$15,000	\$25,000	Hourly – Estimated NTE \$6,000/year	\$0.56/mile \$51/day	\$46,000
<b>AMEC, Foster Wheeler</b>	\$10,000	\$20,000	\$20,000	\$1,200 travel & per diem	\$51,200
<b>The Jaeger Group</b>	1A - \$19,760 1B - \$11,650	2A - \$27,390 2B - \$17,310	3A - \$20,580 3B - \$29,510	\$0.59/mile \$35/day	\$126,200

- All vendors provided rates for continuing services once plan is adopted
- Phase price varies since each vendor decides tasks to be completed and schedule
- All vendors reported project would be more efficient completed in less than 3 years but pricing would not change

# Vendor Discussion

## B+C Studio

- ▶ Established in 2001
- ▶ Staff of 14
- ▶ Specialize in Landscape Architecture, Urban Design & Planning
- ▶ Planning focus for local government planning, design and economic development initiatives
  - ▶ City of Oakwood Master Plan and Overlay District Design Guidelines
  - ▶ Multiple park and related public projects
  - ▶ Commercial developments
  - ▶ Gateway designs: Norcross, Morrow, Smyrna & East Point
  - ▶ Greenway Corridors: Proctor Creek (west side of Atlanta)



# Recommendation

Staff respectfully requests the Board to award #280-16 RFP State Route 53 Overlay District Development & Design Guidelines to the most responsive, responsible bidder, B+C Studios from Atlanta, GA, in the amount of \$46,000 and accept the contract as submitted.

DAWSON COUNTY, GEORGIA

**PROFESSIONAL SERVICES AGREEMENT**  
**CONTRACT NO.: BID #280-16 RFP STATE ROUTE 53 OVERLAY DISTRICT**  
**DEVELOPMENT & DESIGN GUIDELINES**

**THIS AGREEMENT** between Dawson County, Georgia (hereinafter referenced as the “County”) and B+C Studio, Inc (hereinafter referenced as the “Consultant”) is hereby made and entered into this 21<sup>st</sup> day of July 2016 for professional services described in this Agreement.

In consideration of the mutual promises, covenants, and payment set forth herein and for other good and valuable consideration, the County and Consultant agree to perform in accord with the terms of this Agreement.

1. **Contract**

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

This Agreement shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated fund are no longer available to satisfy the obligations of the County under this Agreement.

2. **Definitions**

The following terms shall have the following meanings whether in the singular or in the plural:

2.1 *Agreement Execution.* The Agreement Execution means the date both parties execute this Agreement.

2.2 *Contract.* The word contract has the identical meaning as the word Agreement.

2.3 *Contract Documents.* The contract documents consist of this Agreement between the County and the Consultant, the request for proposals, addenda issued before the execution of this Agreement, the Consultant’s statement of proposal and required response forms, change order bids and modifications issued after execution of this Agreement, a written amendment to this Agreement signed by both parties, and a supplemental Agreement in the form of change work order signed by both parties.

2.4 *Contract Price.* The contract price means the total monies, adjusted in accordance with any provision set forth herein, payable to the Consultant pursuant to a change work order or a supplemental Agreement.

2.5 *Contract Time.* The contract time means the period of time stated herein for completion of work.

2.6 *Cost of Work.* The cost of work means the fixed price or estimated cost necessary to perform the work described in the scope of work or any change work order.

2.7 *County.* The County means Dawson County, Georgia, a political subdivision of the State of Georgia.

2.8 *Deliverables.* Deliverables means all reports, drawings, plans, designs, and other documents prepared by the Consultant identified in the scope of work as deliverable to the County.

2.9 *Drawings.* The drawings shall be the graphic and pictorial portions of the contract documents whether completed or partially completed.

2.10 *Liaison.* Liaison means the representative of the County who shall act as a liaison between the County and the Consultant for all matters pertaining to this Agreement including review of Consultant's plans and work.

2.11 *Project.* Project means a task or set of tasks assigned pursuant to a Change Work Order.

2.12 *Specifications.* Specifications mean the written technical provisions including all appendices thereto, both general and specific, which form part of the contract documents.

2.13 *Sub-consultant.* A sub-consultant means any person, firm, partnership, joint venture, company, corporation or entity with an Agreement with the Consultant or Consultant's sub-consultants to provide part of the work required by a change work order.

2.14 *Change Work Order.* A Change Work Order shall mean a written order to the Consultant executed by the County, issued after execution of this Contract, authorizing and directing a change in the work or an adjustment in the Contract Price or the Contract Time. The Contract Price and the Contract Time may be changed only by Change Order.

2.15 *Work.* The work means any and all obligations, duties and responsibilities, including furnishing equipment, consulting, design, labor, and any other service or thing necessary to the successful completion of the project assigned to or undertaken by the Consultant under this Agreement or change work order.

### 3. **Compensation**

The County shall pay the Consultant the fee calculated in accord with "Exhibit A" and set forth in the project specified within as the Fee Proposal. The Consultant and County shall

periodically review project progress and schedules to insure timely completion of work and to determine the status of the estimated project budget.

The Consultant agrees that the Consultant shall not be compensated for customary overhead items that are not referenced within "Exhibit A". The parties agree that the County shall review and approve any proposed billing rate adjustments of the Consultant before any such billing rate adjustment shall be implemented.

The County reserves the right to insert a liquidated damages provision in any change work order.

4. **Scope of Services**

The Consultant shall provide professional services to the County. These services will be provided as determined by the circumstances and requests of the County. The general consulting services to be provided to the County include, but are not limited to, the following services: State Route 53 Overlay District Development and Design Guidelines.

5. **Personnel, Sub-Consultants and Suppliers**

*Terms of Subcontracts.* All sub-contracts and purchase orders with sub-consultants shall afford Consultant rights against the sub-consultant that correspond to those rights afforded to the County against the Consultant in accord with the terms of this Agreement, including the right to suspend or terminate the sub-contract. Further, the parties hereto agree that no relationship of agency or employment or otherwise shall be created between the County and any sub-consultant of the Consultant, and the Consultant shall insert a provision to this effect within all sub-contracts between the Consultant and any sub-consultant.

The Consultant shall remain responsible to the County for all acts, defaults, omissions or negligence of the Consultant's sub-consultants and suppliers.

6. **Personnel**

The Consultant shall employ and assign only qualified and competent personnel to perform any service or task involved in the Project. The Consultant shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the Consultant's authorized representative, who shall be authorized to receive and accept any and all communications from the County.

The Consultant hereby agrees to replace any personnel or sub-consultant at no cost or penalty to the County, if the County reasonably determines that the performance of any personnel sub-consultant is unsatisfactory.

7. **Notice of Personnel Changes**

The Consultant key personnel identified within the statement of qualifications/proposal shall not be changed or substituted without the prior written approval of the County.

8. **Warranty of Workmanship**

The Consultant warrants and guarantees to the County that all services furnished under the terms hereof shall be competent and that all materials furnished shall comply with the terms of the Project scope. The Consultant shall use that degree of skill and care ordinarily exercised under similar conditions by reputable members of Consultant's profession practicing in the same or similar locale at the time of performance and in compliance with the Project at issue.

9. **Payment to the Consultant**

The County shall pay to the Consultant on the basis of an executed task work order, and all invoices submitted by the Consultant shall be detailed to reflect the hours per task by personnel category and employee name at the billing rates referenced in "Exhibit A" and incorporated herein by reference. The billing rate shall include any other direct expenses. The Consultant shall not be entitled to payment for overtime. Invoices shall be paid per County policies and procedures, which is typically 30 calendar days from receipt. If any dispute arises regarding an invoice, then the Consultant may separate the disputed portion of the invoice and resubmit the undisputed portion of the invoice, which will be paid pursuant to County policies and procedures. The disputed portion of the invoice shall be paid upon resolution of the dispute. After completion by the Consultant of the work, the County shall pay the Consultant all outstanding invoices. The Consultant agrees that acceptance of final payment shall be full and final settlement of all claims against the County for work completed or performed, materials furnished, costs incurred, or otherwise arising out of a change work order, and shall release the County from any claim from the Consultant resulting from such change work order and project.

10. **Changes in Work and Extensions of Time**

*County's Right to Order Changes.* The County may unilaterally make changes in the services or the work within the general scope of the project, which may consist of additions, deletions or revisions. Any such change shall be communicated by change order.

11. **Claims by the Consultant**

The Consultant shall initiate a Notice of Claim or dispute against the County arising out of or related to this Contract or any change work order issued pursuant to this contract through a written notice submitted to the County. Such written notice shall be received by the County no later than fourteen (14) days after the event or the first appearance of the circumstances causing the claim and shall set forth in detail all known facts and circumstances supporting the claim. The Consultant hereby agrees and acknowledges that if the Consultant fails to provide written notice of a claim as set forth herein, then such failure shall constitute a waiver of any claim for additional compensation or time extension related thereto.

12. **Suspension & Termination**

If the County directs a suspension of performance because of no fault of the Consultant, then the County agrees to pay the Consultant as full compensation for such suspension the Consultant's reasonable costs actually incurred and paid costs, of demobilization and remobilization, preserving and protecting work in place, and storage of materials or equipment purchased for the project.

If the County lifts the suspension of performance, then the County shall notify the Consultant in writing, and the Consultant shall promptly resume performance of the work order unless the Consultant has exercised its right of termination.

13. **Termination by Consultant**

The Consultant may terminate this Agreement with the County by providing thirty (30) calendar days written notice. The Consultant shall continue until completion of any outstanding work orders or other ongoing projects unless otherwise agreed by the County, even if the Consultant must work to extend beyond the effective date of termination.

14. **Termination by the County**

The County may for any reason terminate performance under this Agreement by the Consultant for convenience. The County shall given written notice of such termination to the Consultant specifying when termination becomes effective, which shall be a minimum of thirty (30) days from the written notice.

Within sixty (60) days after the effective date of a termination for convenience by the County, the Consultant shall submit a termination claim to the County specifying the amount due. If the Consultant fails to complete a proper termination claim within sixty (60) days as set forth herein, then any claim for any sum due shall be deemed waived and no further sum shall be due the Consultant.

15. **Termination by the County for Cause**

If the Consultant persistently or repeatedly refuses or fails to pursue the work in a timely manner or to supply properly skilled workers or proper equipment or materials or if the Consultant fails to make prompt payment to sub-consultants for materials or labor or persistently disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction over the work or if the Consultant violates a material provision of this Agreement, then the County may by written notice to the Consultant terminate this Agreement. In such event, the Consultant shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of the Agreement price exceeds the reasonable and necessary cost of finishing the work, then such excess amount shall be paid to the Consultant. However, if such costs exceed the unpaid balance, then the Consultant shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

16. **Indemnification**

The Consultant hereby agrees to indemnify and hold the County harmless from any and all claims, liability, damages, loss, cost and expense of every type whatsoever, including without limitation reasonable attorneys' fees and expenses in connection with the Consultant's performance of this Agreement, to the extent that the same results from the (1) negligent act, error or omission or willful misconduct of the Consultant, or (2) the breach by the Consultant of any material provision of this Agreement.

17. **Insurance**

The Consultant shall maintain in full force and effect at all times during the Contract period Comprehensive General Liability Insurance in an amount equal to at least \$500,000.00 per occurrence. The Consultant shall provide to the County Certificates of Insurance naming the County as additional insured party under the policy or policies of Comprehensive General Liability Insurance required.

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

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

18. **Severability**

The parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other and remaining provisions of this Agreement, and that the invalidity of any provision shall not affect the validity of any other provision of this Agreement.

19. **Governing Law**

The parties agree that this Agreement shall be construed in accord with the laws of the State of Georgia and that venue for any dispute involving the terms of this Agreement shall be Dawson County, Georgia.

20. **Merger**

The parties agree that the terms of this Agreement, include the entire Agreement between the parties and that no other representation either oral or written may be used to contradict the terms of this Agreement. If there is any conflict between the terms of the contract documents, the latter shall prevail and take precedence.

21. **Notices**

Any notice to be given in accord with the terms hereof may be effected either by personal delivery, by registered or certified mail, postage prepaid with return receipt requested, or by recognized overnight delivery service. Notice shall be delivered as follows:

County:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Consultant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

22. **Condition Precedent – Litigation.**

The Consultant hereby agrees that as a condition precedent to the filing of any legal action against the County arising out of or related to this Agreement, the Consultant shall first provide the County thirty (30) days written notice of its intent to file such action. Such notice shall include an identification of the anticipated parties to the action and a description of all anticipated claims and causes of action to be asserted.

**IN WITNESS WHEREOF**, the parties have hereunto entered into this Agreement on the day and year first above written.

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

**CONTRACTOR:**

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

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

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

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

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

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

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

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

**Attest:**

**Attest:**

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

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

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

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

**Title: County Clerk**

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





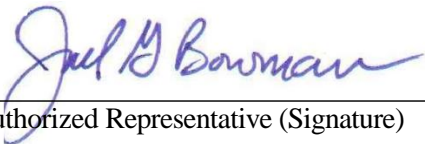
**280-16 RFP STATE ROUTE 53 OVERLAY DISTRICT DEVELOPMENT & DESIGN  
GUIDELINES  
VENDOR'S PRICE PROPOSAL FORM**

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COMPANY NAME: B+C Studio

Provide all materials, equipment and labor needed to complete the Scope of Work as defined in the RFP.

<b>Phase 1 – 2016</b>	<b>\$15,000</b>
<b>Phase 2 – 2017</b>	<b>\$25,000</b>
<b>Phase 3 - 2018</b>	<b>\$See Note</b>
<b>Travel/Per Diem</b>	See Attached
<b>Schedule</b>	See Attached

  
 \_\_\_\_\_  
 Authorized Representative (Signature)

5/26/16  
 \_\_\_\_\_  
 Date

Joel G. Bowman / President  
 \_\_\_\_\_  
 Authorized Representative/Title  
 (Print or Type)

Note: Per RFP Section 11.D. Paragraph 3 "Dawson County is open to alternative solutions and methodology with regards to phasing, planning and implementation." Pricing annual lump sums for "pilot projects" is not congruent with the most common "pilot projects" implementation strategies we would use. Therefore, we are proposing a fee schedule and supplemental hourly fees for the initiation of pilot projects. See attached.

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

# Vendors Price Proposal Supplement

## Travel/Per Diem

*The following are based on the GSA Rates*

Daily Rate of	\$51 / Day
Breakfast –	\$11 / Meal
Lunch –	\$12 / Meal
Dinner –	\$23 / Meal
IE –	\$5 / Occurrence
Lodging –	\$89 / Night
Mileage –	\$0.56/per mile

## Hourly Rates

Principal	\$150.00
Director/Senior Associate	\$135.00
Senior Landscape Architect/Planner	\$115.00
Landscape Architect	\$ 95.00
Landscape Designer/Drafter	\$ 85.00
Administrative	\$ 45.00

**Backup material for agenda item:**

3. Board Appointment:

a. Dawson County Library Board of Trustees

i. Mary Tanner- *Replacing Angela Harben* (Term: July 2016 through June 2020)

DAWSON COUNTY BOARD OF COMMISSIONERS  
APPLICATION FOR APPOINTMENT TO COUNTY  
BOARDS AND AUTHORITIES



The Dawson County Board of Commissioners accepts applications for appointments. Interested parties should submit this form and supporting documentation to the County Clerk.

Board or Authority Applied for DAWSON Co. Library Bd.

Name MARY L. TANNER

Home Address 38 AHALUNA PL - DAWSON Co.

City, State, Zip JASPER, GA 30143

Mailing Address (if different) 10392 BIG CANOE

City, State, Zip AS ABOVE

Telephone Number \_\_\_\_\_ Alternate Number \_\_\_\_\_

Fax Telephone Number \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Additional information you would like to provide:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature Mary L. Tanner Date 6-20-16

Please note: Submission of this application does not guarantee an appointment.

Return to: Dawson County Board of Commissioners  
Attn: County Clerk  
25 Justice Way, Suite 2313  
Dawsonville, GA 30533  
(706) 344-3501 FAX: (706) 344-3889

Mary LaFavre Tanner

Married 60 years to James Tanner, retired Georgia Tech professor, we have 3 children and 8 grandchildren and 1 great grandchild

HS in Hollywood

Nursing School in Atlanta, GA

Georgia Baptist Hospital School of Nursing

Georgia State University School of Nursing

Worked as a nurse at the following institutions:

Emory University Hospital

Doctor's Hospital, Atlanta.

Georgia Tech Infirmary

Mountainside Hospital, Jasper, Ga.

Volunteered with following Organizations:

Atlanta Alzheimer's Day Care Center

Good Samaritan Clinic, Jasper

Good Shepherd Clinic, Dawsonville

Held office in community and social groups in various places I have lived.

**Backup material for agenda item:**

4. Consideration of 2016 Millage Rate and Property Tax

2017 revenue budget for millage estimates  
 7/14/2017  
 M. Berg

Property tax revenue if no rollback	@12.896 mills	\$ 15,058,197
Property tax revenue with partial roll back (Constant for last 12 years)	@8.138 mills	\$ 9,487,832
Property tax revenue <b>full rollback</b>	@ 7.80 mills	\$ 9,094,935
Difference between 8.138 and 7.80		\$ 392,897
Unassigned Fund Balance total to date	\$ 5,208,334 (23%)	
Standard is 15%-25%		
Dawson has tried to maintain 19% based on 2017 Rev. Est.	\$ 4,265,065 (19%)	
(Auditors verified adding \$ 976,000 \$662,458 unassigned)		
2016 revenue budget estimate	\$ 22,458,521	
2017 revenue budget estimate	\$ 22,447,708	

Development Authority estimate of additional 1%  
 Sales tax 2017 based on major tenants only,  
 Ga. Tech LOCI modeling \$ 600,000

Summary

If we add the unassigned fund balance just added (\$ 662,458) and the minimal sales tax estimate increase on HWY 400 (\$600,000) at 7.80 mills we would have a positive gain of \$869,561 And give the citizens a full tax rollback.

My recommendation is that we advertise no tax increase with a 7.80 millage.