

**DAWSON COUNTY BOARD OF COMMISSIONERS  
VOTING SESSION AGENDA - THURSDAY, NOVEMBER 2, 2017  
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM  
6:00 PM**

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**A. ROLL CALL**

**B. OPENING PRESENTATION**

Presentation of Citizen Valor Award to Travis Chastain- DCES Director Lanier Swafford

**C. INVOCATION**

**D. PLEDGE OF ALLEGIANCE**

**E. ANNOUNCEMENTS**

**F. APPROVAL OF MINUTES**

[Minutes](#) of the Voting Session held on October 19, 2017

**G. APPROVAL OF AGENDA**

**H. PUBLIC COMMENT**

**I. PUBLIC HEARINGS**

- [1.](#) Dawson County Soil Erosion Ordinance Revision (*1st of 2 hearings. 2nd hearing will be held on November 16, 2017*)
- [2.](#) Dawson County Emergency Services Prevention Fee Schedule Update (*1st of 1 hearing*)

**J. NEW BUSINESS**

- [1.](#) Consideration of 2017-2018 Georgia Emergency Management Agency (GEMA) K-9 Grant Application
- [2.](#) Consideration of SPLOST VI Apparatus Replacement Proposal
- [3.](#) Consideration of Second Surplus Asset Disposal List
- [4.](#) Consideration of IFB #300-17 Tires for Dawson County Equipment/Vehicles
- [5.](#) Consideration of IFB #298-17 On-Call Electrical Services
- [6.](#) Consideration of IFB #297-17 On-Call Plumbing Services
- [7.](#) Consideration of FY18 Legacy Link Addendum #1
- [8.](#) Consideration of County-Wide Phone Replacement System
- [9.](#) Consideration of 2018 Payroll and Holiday Calendar
- [10.](#) Consideration of 2018 Board of Commissioners Meeting Schedule
- [11.](#) Presentation and Consideration of Special Event Alcohol Permit Application - *Chamber of Commerce Business After Hours* - November 14, 2017 - Planning and Development Director Jason Streetman
12. Consideration of County Manager Contract Renewal

**K. PUBLIC COMMENT**

## L. ADJOURNMENT

**Backup material for agenda item:**

Minutes of the Voting Session held on October 19, 2017

**DAWSON COUNTY BOARD OF COMMISSIONERS  
VOTING SESSION MINUTES – OCTOBER 19, 2017  
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM  
25 JUSTICE WAY, DAWSONVILLE  
6:00PM**

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**ROLL CALL:** Those present were Chairman Thurmond; Commissioner Fausett, District 1; Commissioner Gaines, District 2; Commissioner Hamby, District 3; Commissioner Nix, District 4; County Manager Headley; County Attorney Frey; Public Works Director McKee filling in for County Clerk Yarbrough and interested citizens of Dawson County.

**INVOCATION:** Chairman Thurmond

**PLEDGE OF ALLEGIANCE:** Chairman Thurmond

**ANNOUNCEMENTS:**

None

**APPROVAL OF MINUTES:**

Motion passed 3-1 to approve the minutes of the Voting Session held on October 5, 2017 as presented. Fausett/Gaines- Commissioner Hamby abstained.

**APPROVAL OF THE AGENDA:**

Motion passed unanimously to approve the agenda as presented. Nix/Hamby

**PUBLIC COMMENT:**

None

**NEW BUSINESS:**

*Consideration of Clinical Contract with North Georgia Technical College*

Motion passed unanimously to approve the Clinical Contract with North Georgia Technical College. Fausett/Nix

*Consideration of 2017-2018 Emergency Management Performance Grant (EMPG) Application*

Motion passed unanimously to approve the 2017-2018 Emergency Management Performance Grant (EMPG) Application. Hamby/Gaines

*Consideration to move forward with public hearing on November 2, 2017 for the Dawson County Emergency Services Prevention Fee Schedule*

Motion passed unanimously to move forward with a public hearing on November 2, 2017 for the Dawson County Emergency Services Prevention Fee Schedule. Hamby/Fausett

*Consideration of Phase Two SPLOST VI Road Improvement Project Budget Update*

Motion passed unanimously to approve the Phase Two SPLOST VI Road Improvement Project Update. Nix/Gaines

**PUBLIC COMMENT:**

None

**ADJOURNMENT:**

APPROVE:

ATTEST:

\_\_\_\_\_  
Billy Thurmond, Chairman

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

DRAFT

**Backup material for agenda item:**

1. Dawson County Soil Erosion Ordinance Revision (*1st of 2 hearings. 2nd hearing will be held on November 16, 2017*)



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Planning

Work Session: \_\_\_\_\_

Prepared By: R. Irvin

Voting Session: \_\_\_\_\_

Presenter: R. Irvin

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

Agenda Item Title: Soil Erosion Ordinance Revision

Background Information:

EPD requires periodic revisions of our Soil Erosion Ordinance in order to remain in compliance with state regulations. This ordinance revision will achieve said compliance.

Current Information:

PowerPoint presentation and revised ordinance provided

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Approve

Department Head Authorization: *J. Sheets*

Date: 8/16/17

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

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

County Manager Authorization: *[Signature]*

Date: 8/16/17

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

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

Comments/Attachments:



# 2017 Dawson County Erosion and Sedimentation Control Ordinance Revision

By: RJ Irvin, Dawson County Planning and Development



# What is Erosion?

Erosion is the process by which the land surface is worn away by the action of water, wind, ice and gravity.

# What is Sedimentation?

Sedimentation is the process by which the eroded material is transported and deposited by wind, water, ice or gravity.

Why Revise the Ordinance?

The Georgia Environmental  
Protection Division Required  
Changes

# A Definition Has Changed

The definition of “Final Stabilization,” has been modified to include the use of landscaping and to state that grassing should not only be of a perennial type.

# CHANGES FOR SECTION 3 EXEMPTIONS

- The installation of fences has now been exempted from LDP's.
- The language in the exemption for Single Family Construction has been altered.

# Changes to Sections 4 thru 7

The wording of some subsections as well as parts of subsections have been revised to match the state model ordinance.

- An additional requirement has also been added to section 6 which states: The Local Issuing Authority must amend its ordinances to the extent appropriate within twelve (12) months of any amendments to the Erosion and Sedimentation Act of 1975.

# What Does It All Mean?

The bottom line...not much...but Dawson County is required to amend its ordinance to match the state model ordinance for erosion control.

By updating and amending this ordinance, let's keep Dawson County from looking like this...





And keep Dawson County looking  
like this...



Thank you for your kind  
attention.

**THE END**

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

**TO ENACT, AMEND, AND UPDATE THE SOIL EROSION AND SEDIMENTATION CONTROL ORDINANCE; TO  
REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; AND FOR OTHER PURPOSES.**

It is hereby ordained by the Board of Commissioners of Dawson County, Georgia as follows:

**SECTION I: TITLE**

This ordinance shall be known as the “Dawson County Soil Erosion and Sedimentation Control Ordinance.”

**SECTION II: DEFINITIONS**

The following definitions shall apply in the interpretation and enforcement of this ordinance, unless otherwise specifically stated:

1. **Best Management Practices (BMPs):**

These include sound conservation and engineering practices to prevent and minimize erosion and resultant sedimentation, which are consistent with, and no less stringent than, those practices contained in the ‘Manual for Erosion and Sediment Control in Georgia’ published by the Commission as of January 1 of the year in which the land-disturbing activity was permitted.

2. **Board:** The Board of Natural Resources.

3. **Buffer:** The area of land immediately adjacent to the banks of state waters in its natural state of vegetation, which facilitates the protection of water quality and aquatic habitat.

4. **Certified Personnel:** A person who has successfully completed the appropriate certification course approved by the Georgia Soil and Water Conservation Commission.

5. **Coastal Marshlands:** Shall have the same meaning as in O.C.G.A. 12-5-282.

6. Commission: The Georgia Soil and Water Conservation Commission (GSWCC).
7. CPESC: Certified Professional in Erosion and Sediment Control with current certification by EnviroCert, Inc., which is also referred to as CPESC or CPESC, Inc.
8. Cut: A portion of land surface or area from which earth has been removed or will be removed by excavation; the depth below original ground surface to the excavated surface. Also known as excavation.
9. Department: The Georgia Department of Natural Resources (DNR).
10. Design Professional: A professional licensed by the State of Georgia in the field of: engineering, architecture, landscape architecture, forestry, geology, or land surveying; or a person that is a Certified Professional in Erosion and Sediment Control (CPESC) with a current certification by EnviroCert, Inc. Design Professionals shall practice in a manner that complies with applicable Georgia law governing professional licensure.
11. Director: The Director of the Environmental Protection Division or an authorized representative.
12. District: The Upper Chattahoochee Soil and Water Conservation District.
13. Division: The Environmental Protection Division (EPD) of the Department of Natural Resources.
14. Drainage Structure: A device composed of a virtually nonerodible material such as concrete, steel, plastic or other such material that conveys water from one place to another by intercepting the flow and carrying it to a release point for storm water management, drainage control, or flood control purposes.
15. Erosion: The process by which land surface is worn away by the action of wind, water, ice or gravity.
16. Erosion, Sedimentation and Pollution Control Plan: A plan required by the Erosion and Sedimentation Act, O.C.G.A. Chapter 12-7, that includes, as a minimum protections at least as stringent as the State General Permit, best management practices, and requirements in section IV.C. of this ordinance.
17. Fill: A portion of land surface to which soil or other solid material has been added; the depth above the original ground surface or an excavation.
18. Final Stabilization: All soil disturbing activities at the site have been completed, and that for unpaved areas and areas not covered by permanent structures and areas located outside the waste disposal limits of a landfill cell that has been certified by EPD for waste disposal, 100% of the soil surface is uniformly covered in permanent vegetation with a density of 70% or greater, or landscaped according to the Plan (uniformly covered with landscaping materials in planned landscape areas), or equivalent permanent stabilization measures as defined in the Manual (excluding a crop of annual vegetation and seeding of target crop perennials appropriate for the region). Final stabilization applies to each phase of construction.

19. Finished Grade: The final elevation and contour of the ground after cutting or filling and conforming to the proposed design.
20. Grading: Altering the shape of ground surfaces to a predetermined condition; this includes stripping, cutting, filling, stockpiling and shaping or any combination thereof and shall include the land in its cut or filled condition.
21. Ground Elevation: The original elevation of the ground surface prior to cutting or filling.
22. Land-Disturbing Activity: Any activity which may result in soil erosion from water or wind and the movement of sediments into state waters or onto lands within the state, including, but not limited to, clearing, dredging, grading, excavating, transporting, and filling of land but not including agricultural practices as described in Section III, Paragraph 5.
23. Larger Common Plan of Development or Sale: A contiguous area where multiple separate and distinct construction activities are occurring under one plan of development or sale. For the purposes of this paragraph, "plan" means an announcement; piece of documentation such as a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, or computer design; or physical demarcation such as boundary signs, lot stakes, or surveyor markings, indicating that construction activities may occur on a specific plot.
24. Local Issuing Authority: The governing authority of any county or municipality which is certified pursuant to subsection (a) O.C.G.A. 12-7-8.
25. Metropolitan River Protection Act (MRPA): A state law referenced as O.C.G.A. 12-5-440 et.seq. which addresses environmental and developmental matters in certain metropolitan river corridors and their drainage basins.
26. Natural Ground Surface: The ground surface in its original state before any grading, excavation or filling.
27. Nephelometric Turbidity Units (NTU): Numerical units of measure based upon photometric analytical techniques for measuring the light scattered by finely divided particles of a substance in suspension. This technique is used to estimate the extent of turbidity in water in which colloiddally dispersed or suspended particles are present.
28. NOI: A Notice of Intent form provided by EPD for coverage under the State General Permit.
29. NOT: A Notice of Termination form provided by EPD to terminate coverage under the State General Permit.
30. Operator: The party or parties that have: (A) operational control of construction project plans and specifications, including the ability to make modifications to those plans and specifications; or (B) day-to-day operational control of those activities that are necessary to ensure compliance with an erosion, sedimentation and pollution control plan for the site or other permit conditions, such as

a person authorized to direct workers at a site to carry out activities required by the erosion, sedimentation and pollution control plan or to comply with other permit conditions.

31. Outfall: The location where storm water in a discernible, confined and discrete conveyance, leaves a facility or site or, if there is a receiving water on site, becomes a point source discharging into that receiving water.
32. Permit: The authorization necessary to conduct a land-disturbing activity under the provisions of this ordinance.
33. Person: Any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, state agency, municipality or other political subdivision of the State of Georgia, any interstate body or any other legal entity.
34. Phase or Phased: Sub-parts or segments of construction projects where the sub-part or segment is constructed and stabilized prior to completing construction activities on the entire construction site.
35. Project: The entire proposed development project regardless of the size of the area of land to be disturbed.
36. Properly Designed: Designed in accordance with the design requirements and specifications contained in the "Manual for Erosion and Sediment Control in Georgia" (Manual) published by the Georgia Soil and Water Conservation Commission as of January 1 of the year in which the land-disturbing activity was permitted and amendments to the Manual as approved by the Commission up until the date of NOI submittal.
37. Roadway Drainage Structure: A device such as a bridge, culvert, or ditch, composed of a virtually nonerodible material such as concrete, steel, plastic, or other such material that conveys water under a roadway by intercepting the flow on one side of a traveled roadway consisting of one or more defined lanes, with or without shoulder areas, and carrying water to a release point on the other side.
38. Sediment: Solid material, both organic and inorganic, that is in suspension, is being transported, or has been moved from its site of origin by wind, water, ice, or gravity as a product of erosion.
39. Sedimentation: The process by which eroded material is transported and deposited by the action of water, wind, ice or gravity.
40. Soil and Water Conservation District Approved Plan: An erosion, sedimentation and pollution control plan approved in writing by the Upper Chattahoochee Soil and Water Conservation District.
41. Stabilization: The process of establishing an enduring soil cover of vegetation by the installation of temporary or permanent structures for the purpose of reducing to a minimum the erosion process and the resultant transport of sediment by wind, water, ice or gravity.

42. State General Permit: The National Pollution Discharge Elimination System (NPDES) general permit or permits for storm water runoff from construction activities as is now in effect or as may be amended or reissued in the future pursuant to the state's authority to implement the same through federal delegation under the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251, et seq., and subsection (f) of Code Section 12-5-30.
43. State Waters: Any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, wells, and other bodies of surface or subsurface water, natural or artificial, lying within or forming a part of the boundaries of Georgia which are not entirely confined and retained completely upon the property of a single individual, partnership, or corporation.
44. Structural Erosion, Sedimentation and Pollution Control Practices: Practices for the stabilization of erodible or sediment-producing areas by utilizing the mechanical properties of matter for the purpose of either changing the surface of the land or storing, regulating or disposing of runoff to prevent excessive sediment loss. Examples of structural erosion and sediment control practices are riprap, sediment basins, dikes, level spreaders, waterways or outlets, diversions, grade stabilization structures and sediment traps, etc. Such practices can be found in the publication Manual for Erosion and Sediment Control in Georgia.
45. Trout Streams: All streams or portions of streams within the watershed as designated by the Wildlife Resources Division of the Georgia Department of Natural Resources under the provisions of the Georgia Water Quality Control Act, O.C.G.A. 12-5-20, in the rules and regulations for Water Quality Control, Chapter 391-3-6 at [www.epd.georgia.gov](http://www.epd.georgia.gov). Streams designated as primary trout waters are defined as water supporting a self-sustaining population of rainbow, brown or brook trout. Streams designated as secondary trout waters are those in which there is no evidence of natural trout reproduction, but are capable of supporting trout throughout the year. First order trout waters are streams into which no other streams flow except springs.
46. Vegetative Erosion and Sedimentation Control Measures: Measures for the stabilization of erodible or sediment-producing areas by covering the soil with:
- a. Permanent seeding, sprigging or planting, producing long-term vegetative cover, or
  - b. Temporary seeding, producing short-term vegetative cover; or
  - c. Sodding, covering areas with a turf of perennial sod-forming grass.

Such measures can be found in the publication Manual for Erosion and Sediment Control in Georgia.

47. Watercourse: Any natural or artificial watercourse, stream, river, creek, channel, ditch, canal, conduit, culvert, drain, waterway, gully, ravine, or wash in which water flows either continuously or intermittently and which has a definite channel, bed and banks, and including any area adjacent thereto subject to inundation by reason of overflow or floodwater.

48. Wetlands: Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

### **SECTION III**

#### **EXEMPTIONS**

This ordinance shall apply to any land-disturbing activity undertaken by any person on any land except for the following

1. Surface mining, as the same is defined in O.C.G.A. 12-4-72, "The Georgia Surface Mining Act of 1968".
2. Granite quarrying and land clearing for such quarrying;
3. Such minor land-disturbing activities as home gardens and individual home landscaping, repairs, maintenance work, fences, and other related activities which result in minor soil erosion;
4. The construction of single-family residences, when such construction disturbs less than one (1) acre and is not a part of a larger common plan of development or sale with a planned disturbance of equal to or greater than one (1) acre and not otherwise exempted under this paragraph; provided, however, that construction of any such residence shall conform to the minimum requirements as set forth in O.C.G.A. 12-7-6 and this paragraph. For single-family residence construction covered by the provisions of this paragraph, there shall be a buffer zone between the residence and any state waters classified as trout streams pursuant to Article 2 of Chapter 5 of the Georgia Water Quality Control Act. In any such buffer zone, no land-disturbing activity shall be constructed between the residence and the point where vegetation has been wrested by normal stream flow or wave action from the banks of the trout waters. For primary trout waters, the buffer zone shall be at least 50 horizontal feet, and no variance to a smaller buffer shall be granted. For secondary trout waters, the buffer zone shall be at least 50 horizontal feet, but the Director may grant variances to no less than 25 feet. Regardless of whether a trout stream is primary or secondary, for first order trout waters, which are streams into which no other streams flow except for springs, the buffer shall be at least 25 horizontal feet, and no variance to a smaller buffer shall be granted. The minimum requirements of subsection (b) of O.C.G.A. 12-7-6 and the buffer zones provided by this paragraph shall be enforced by the Local Issuing Authority;
5. Agricultural operations as defined in O.C.G.A. 1-3-3, "definitions", to include raising, harvesting or storing of products of the field or orchard; feeding, breeding or managing livestock or poultry; producing or storing feed for use in the production of livestock, including but not limited to cattle, calves, swine, hogs, goats, sheep, and rabbits or for use in the production of poultry, including but



not limited to chickens, hens and turkeys; producing plants, trees, fowl, or animals; the production of aqua culture, horticultural, dairy, livestock, poultry, eggs and apiarian products; farm buildings and farm ponds;

6. Forestry land management practices, including harvesting; provided, however, that when such exempt forestry practices cause or result in land-disturbing or other activities otherwise prohibited in a buffer, as established in paragraphs (15) and (16) of Section IV C. of this ordinance, no other land-disturbing activities, except for normal forest management practices, shall be allowed on the entire property upon which the forestry practices were conducted for a period of three (3) years after completion of such forestry practices;
7. Any project carried out under the technical supervision of the Natural Resources Conservation Service (NRCS) of the United States Department of Agriculture;
8. Any project involving less than one (1) acre of disturbed area; provided, however, that this exemption shall not apply to any land-disturbing activity within a larger common plan of development or sale with a planned disturbance of equal to or greater than one (1) acre or within 200 feet of the bank of any state waters, and for purposes of this paragraph, "State Waters" excludes channels and drainage ways which have water in them only during and immediately after rainfall events and intermittent streams which do not have water in them year-round; provided, however, that any person responsible for a project which involves less than one (1) acre, which involves land-disturbing activity, and which is within 200 feet of any such excluded channel or drainage way, must prevent sediment from moving beyond the boundaries of the property on which such project is located and provided, further, that nothing contained herein shall prevent the Local Issuing Authority from regulating any such project which is not specifically exempted by paragraphs 1, 2, 3, 4, 5, 6, 7, 9 or 10 of this section;
9. Construction or maintenance projects, or both, undertaken or financed in whole or in part, or both, by the Department of Transportation, the Georgia Highway Authority, or the State Road and Tollway Authority; or any road construction or maintenance project, or both, undertaken by any county or municipality; provided, however, that construction or maintenance projects of the Department of Transportation or the State Road and Tollway Authority which disturb one or more contiguous acres of land shall be subject to provisions of O.C.G.A. 12-7-7.1; except where the Department of Transportation, the Georgia Highway Authority, or the State Road and Tollway Authority is a secondary permittee for a project located within a larger common plan of development or sale under the state general permit, in which case a copy of a notice of intent under the state general permit shall be submitted to the Local Issuing Authority, the Local Issuing Authority shall enforce compliance with the minimum requirements set forth in O.C.G.A. 12-7-6 as if a permit had been issued, and violations shall be subject to the same penalties as violations by permit holders;
10. Any land-disturbing activities conducted by any electric membership corporation or municipal electrical system or any public utility under the regulatory jurisdiction of the Public Service Commission, any utility under the regulatory jurisdiction of the Federal Energy Regulatory Commission, any cable television system as defined in O.C.G.A. 36-18-1, or any agency or

instrumentality of the United States engaged in the generation, transmission, or distribution of power; except where an electric membership corporation or municipal electrical system or any public utility under the regulatory jurisdiction of the Public Service Commission, any utility under the regulatory jurisdiction of the Federal Energy Regulatory Commission, any cable television system as defined in O.C.G.A. 36-18-1, or any agency or instrumentality of the United States engaged in the generation, transmission, or distribution of power is a secondary permittee for a project located within a larger common plan of development or sale under the state general permit, in which case the Local Issuing Authority shall enforce compliance with the minimum requirements set forth in O.C.G.A. 12-7-6 as if a permit had been issued, and violations shall be subject to the same penalties as violations by permit holders; and

11. Any public water system reservoir.

## **SECTION IV**

### **MINIMUM REQUIREMENTS FOR EROSION, SEDIMENTATION AND POLLUTION CONTROL USING BEST MANAGEMENT PRACTICES**

#### **A. GENERAL PROVISIONS**

Excessive soil erosion and resulting sedimentation can take place during land-disturbing activities if requirements of the ordinance and the NPDES General Permit are not met. Therefore, plans for those land-disturbing activities which are not exempted by this ordinance shall contain provisions for application of soil erosion, sedimentation and pollution control measures and practices. The provisions shall be incorporated into the erosion, sedimentation and pollution control plans. Soil erosion, sedimentation and pollution control measures and practices shall conform to the minimum requirements of Section IV B. & C. of this ordinance. The application of measures and practices shall apply to all features of the site, including street and utility installations, drainage facilities and other temporary and permanent improvements. Measures shall be installed to prevent or control erosion, sedimentation and pollution during all stages of any land-disturbing activity in accordance with requirements of this ordinance and the NPDES General Permit.

#### **B. MINIMUM REQUIREMENTS/ BMPs**

1. Best management practices as set forth in Section IV B. & C. of this ordinance shall be required for all land-disturbing activities. Proper design, installation, and maintenance of best management practices shall constitute a complete defense to any action by the Director or to any other allegation of noncompliance with paragraph (2) of this subsection or any substantially similar terms contained in a permit for the discharge of storm water issued pursuant to subsection (f) of O.C.G.A. 12-5-30, the

"Georgia Water Quality Control Act". As used in this subsection the terms "proper design" and "properly designed" mean designed in accordance with the hydraulic design specifications contained in the "Manual for Erosion and Sediment Control in Georgia" specified in O.C.G.A. 12-7-6 subsection (b).

2. A discharge of storm water runoff from disturbed areas where best management practices have not been properly designed, installed, and maintained shall constitute a separate violation of any land-disturbing permit issued by a local Issuing Authority or of any state general permit issued by the Division pursuant to subsection (f) of O.C.G.A. 12-5-30, the "Georgia Water Quality Control Act", for each day on which such discharge results in the turbidity of receiving waters being increased by more than twenty-five (25) nephelometric turbidity units for waters supporting warm water fisheries or by more than ten (10) nephelometric turbidity units for waters classified as trout waters. The turbidity of the receiving waters shall be measured in accordance with guidelines to be issued by the Director. This paragraph shall not apply to any land disturbance associated with the construction of single family homes which are not part of a larger common plan of development or sale unless the planned disturbance for such construction is equal to or greater than five (5) acres.
3. Failure to properly design, install, or maintain best management practices shall constitute a violation of any land-disturbing permit issued by a Local Issuing Authority or of any state general permit issued by the Division pursuant to subsection (f) of Code Section 12-5-30, the "Georgia Water Quality Control Act", for each day on which such failure occurs.
4. The Director may require, in accordance with regulations adopted by the Board, reasonable and prudent monitoring of the turbidity level of receiving waters into which discharges from land disturbing activities occur.
5. The LIA may set more stringent buffer requirements than stated in C.15,16 and 17, in light of O.C.G.A. § 12-7-6 (c).

C.

The rules and regulations, ordinances, or resolutions adopted pursuant to O.C.G.A. 12-7-1 et. seq. for the purpose of governing land-disturbing activities shall require, as a minimum, protections at least as stringent as the state general permit; and best management practices, including sound conservation and engineering practices to prevent and minimize erosion and resultant sedimentation, which are consistent with, and no less stringent than, those practices contained in the Manual for Erosion and Sediment Control in Georgia published by the Georgia Soil and Water Conservation Commission as of January 1 of the year in which the land-disturbing activity was permitted, as well as the following:

1. Stripping of vegetation, regrading and other development activities shall be conducted in a manner so as to minimize erosion;
2. Cut-fill operations must be kept to a minimum;

3. Development plans must conform to topography and soil type so as to create the lowest practicable erosion potential;
4. Whenever feasible, natural vegetation shall be retained, protected and supplemented;
5. The disturbed area and the duration of exposure to erosive elements shall be kept to a practicable minimum;
6. Disturbed soil shall be stabilized as quickly as practicable;
7. Temporary vegetation or mulching shall be employed to protect exposed critical areas during development;
8. Permanent vegetation and structural erosion control practices shall be installed as soon as practicable;
9. To the extent necessary, sediment in run-off water must be trapped by the use of debris basins, sediment basins, silt traps, or similar measures until the disturbed area is stabilized. As used in this paragraph, a disturbed area is stabilized when it is brought to a condition of continuous compliance with the requirements of O.C.G.A. 12-7-1 et. seq.;
10. Adequate provisions must be provided to minimize damage from surface water to the cut face of excavations or the sloping of fills;
11. Cuts and fills may not endanger adjoining property;
12. Fills may not encroach upon natural watercourses or constructed channels in a manner so as to adversely affect other property owners;
13. Grading equipment must cross flowing streams by means of bridges or culverts except when such methods are not feasible, provided, in any case, that such crossings are kept to a minimum;
14. Land-disturbing activity plans for erosion, sedimentation and pollution control shall include provisions for treatment or control of any source of sediments and adequate sedimentation control facilities to retain sediments on-site or preclude sedimentation of adjacent waters beyond the levels specified in Section IV B. 2. of this ordinance;
15. Except as provided in paragraph (16) and (17) of this subsection, there is established a 25 foot buffer along the banks of all state waters, as measured horizontally from the point where vegetation has been wrested by normal stream flow or wave action, except where the Director determines to allow a variance that is at least as protective of natural resources and the environment, where otherwise allowed by the Director pursuant to O.C.G.A. 12-2-8, where a drainage structure or a roadway drainage structure must be constructed, provided that adequate erosion control measures are incorporated in the project plans and specifications, and are implemented; or where bulkheads and sea walls are installed to prevent shoreline erosion on Lake Oconee and Lake Sinclair; or along any ephemeral stream. As used in this provision, the term 'ephemeral stream' means a stream: that

under normal circumstances has water flowing only during and for a short duration after precipitation events; that has the channel located above the ground-water table year round; for which ground water is not a source of water; and for which runoff from precipitation is the primary source of water flow, Unless exempted as along an ephemeral stream, the buffers of at least 25 feet established pursuant to part 6 of Article 5, Chapter 5 of Title 12, the "Georgia Water Quality Control Act", shall remain in force unless a variance is granted by the Director as provided in this paragraph. The following requirements shall apply to any such buffer:

- a. No land-disturbing activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; provided, however, that any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his or her own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; and
- b. The buffer shall not apply to the following land-disturbing activities, provided that they occur at an angle, as measured from the point of crossing, within 25 degrees of perpendicular to the stream; cause a width of disturbance of not more than 50 feet within the buffer; and adequate erosion control measures are incorporated into the project plans and specifications and are implemented: (i) Stream crossings for water lines; or (ii) Stream crossings for sewer lines; and

16. There is established a 50 foot buffer as measured horizontally from the point where vegetation has been wrested by normal stream flow or wave action, along the banks of any state waters classified as "trout streams" pursuant to Article 2 of Chapter 5 of Title 12, the "Georgia Water Quality Control Act", except where a roadway drainage structure must be constructed ; provided, however, that small springs and streams classified as trout streams which discharge an average annual flow of 25 gallons per minute or less shall have a 25 foot buffer or they may be piped, at the discretion of the landowner, pursuant to the terms of a rule providing for a general variance promulgated by the Board, so long as any such pipe stops short of the downstream landowner's property and the landowner complies with the buffer requirement for any adjacent trout streams. The Director may grant a variance from such buffer to allow land-disturbing activity, provided that adequate erosion control measures are incorporated in the project plans and specifications and are implemented. The following requirements shall apply to such buffer:

- a. No land-disturbing activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed, state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetative cover remains to

protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed: provided, however, that any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his or her own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; and

- b. The buffer shall not apply to the following land-disturbing activities, provided that they occur at an angle, as measured from the point of crossing, within 25 degrees of perpendicular to the stream; cause a width of disturbance of not more than 50 feet within the buffer; and adequate erosion control measures are incorporated into the project plans and specifications and are implemented: (i) Stream crossings for water lines; or (ii) Stream crossings for sewer lines; and

17. Construction site operators shall control waste at the construction site, such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste.

D.

Nothing contained in O.C.G.A. 12-7-1 et. seq. shall prevent any Local Issuing Authority from adopting rules and regulations, ordinances, or resolutions which contain stream buffer requirements that exceed the minimum requirements in Section IV B. & C. of this ordinance.

E.

The fact that land-disturbing activity for which a permit has been issued results in injury to the property of another shall neither constitute proof of nor create a presumption of a violation of the standards provided for in this ordinance or the terms of the permit.

## **SECTION V**

### **APPLICATION/PERMIT PROCESS**

A. GENERAL

The property owner, developer and designated planners and engineers shall design and review before submittal the general development plans. The Local Issuing Authority shall review the tract to be developed and the area surrounding it. They shall consult the zoning ordinance, storm water management ordinance, subdivision ordinance, flood damage prevention ordinance, this ordinance,

and any other ordinances, rules, regulations or permits, which regulate the development of land within the jurisdictional boundaries of the Local Issuing Authority. However, the owner and/or operator are the only parties who may obtain a permit.

B. APPLICATION REQUIREMENTS

1. No person shall conduct any land-disturbing activity within the jurisdictional boundaries of Dawson County without first obtaining a permit from the Planning and Development Department to perform such activity and providing a copy of Notice of Intent submitted to EPD if applicable.
2. The application for a permit shall be submitted to the Planning and Development Department and must include the applicant's erosion, sedimentation and pollution control plan with supporting data, as necessary. Said plans shall include, as a minimum, the data specified in Section V C. of this ordinance. Erosion, sedimentation and pollution control plans, together with supporting data, must demonstrate affirmatively that the land disturbing activity proposed will be carried out in such a manner that the provisions of Section IV B. & C. of this ordinance will be met. Applications for a permit will not be accepted unless accompanied by an appropriate number of copies of the applicant's erosion, sedimentation and pollution control plans. All applications shall contain a certification stating that the plan preparer or the designee thereof visited the site prior to creation of the plan in accordance with EPD Rule 391-3-7-.10.
3. In addition to the local permitting fees which shall be charged in accordance with the Dawson County Planning and Development Fee Schedule, fees will also be assessed pursuant to paragraph (5) subsection (a) of O.C.G.A. 12-5-23, provided that such fees shall not exceed \$80.00 per acre of land-disturbing activity, and these fees shall be calculated and paid by the primary permittee as defined in the state general permit for each acre of land-disturbing activity included in the planned development or each phase of development. All applicable fees shall be paid prior to issuance of the land disturbance permit. In a jurisdiction that is certified pursuant to subsection (a) of O.C.G.A. 12-7-8 half of such fees levied shall be submitted to the Division; except that any and all fees due from an entity which is required to give notice pursuant to paragraph (9) or (10) of O.C.G.A. 12-7-17 shall be submitted in full to the Division, regardless of the existence of a Local Issuing Authority in the jurisdiction.
4. Immediately upon receipt of an application and plan for a permit, the Local Issuing Authority shall refer the application and plan to the District for its review and approval or disapproval concerning the adequacy of the erosion, sedimentation and pollution control plan. The District shall approve or disapprove a plan within 35 days of receipt. Failure of the District to act within 35 days shall be considered an approval of the pending plan. The results of the District review shall be forwarded to the Local Issuing Authority. No permit will be issued unless the plan has been approved by the District, and any variances required by Section IV C. 15, 16 and 17 have been obtained, all fees have been paid, and bonding, if required as per Section V B.6., have been obtained. Such review will not be required if the Local Issuing Authority and the District have entered into an agreement which

allows the Local Issuing Authority to conduct such review and approval of the plan without referring the application and plan to the District. The Local Issuing Authority with plan review authority shall approve or disapprove a revised Plan submittal within 35 days of receipt. Failure of the Local Issuing Authority with plan review authority to act within 35 days shall be considered an approval of the revised Plan submittal.

5. If a permit applicant has had two or more violations of previous permits, this ordinance section, or the Erosion and Sedimentation Act, as amended, within three years prior to the date of filing the application under consideration, the Local Issuing Authority may deny the permit application.
6. The Local Issuing Authority may require the permit applicant to post a bond in the form of government security, cash, irrevocable letter of credit, or any combination thereof up to, but not exceeding, \$3,000.00 per acre or fraction thereof of the proposed land-disturbing activity, prior to issuing the permit. If the applicant does not comply with this section or with the conditions of the permit after issuance, the Local Issuing Authority may call the bond or any part thereof to be forfeited and may use the proceeds to hire a contractor to stabilize the site of the land-disturbing activity and bring it into compliance. These provisions shall not apply unless there is in effect an ordinance or statute specifically providing for hearing and judicial review of any determination or order of the Local Issuing Authority with respect to alleged permit violations.

#### C. PLAN REQUIREMENTS

1. Plans must be prepared to meet the minimum requirements as contained in Section IV B. & C. of this ordinance, or through the use of more stringent, alternate design criteria which conform to sound conservation and engineering practices. The Manual for Erosion and Sediment Control in Georgia is hereby incorporated by reference into this ordinance. The plan for the land-disturbing activity shall consider the interrelationship of the soil types, geological and hydrological characteristics, topography, watershed, vegetation, proposed permanent structures including roadways, constructed waterways, sediment control and storm water management facilities, local ordinances and State laws. Maps, drawings and supportive computations shall bear the signature and seal of the certified design professional. Persons involved in land development design, review, permitting, construction, monitoring, or inspections or any land disturbing activity shall meet the education and training certification requirements, dependent on his or her level of involvement with the process, as developed by the Commission and in consultation with the Division and the Stakeholder Advisory Board created pursuant to O.C.G.A. 12-7-20.
2. Data Required for Site Plan shall include all the information required from the appropriate Erosion, Sedimentation and Pollution Control Plan Review Checklist established by the Commission as of January 1 of the year in which the land-disturbing activity was permitted.



#### D. PERMITS

1. Permits shall be issued or denied as soon as practicable but in any event not later than forty-five (45) days after receipt by the Local Issuing Authority of a completed application, providing variances and bonding are obtained, where necessary and all applicable fees have been paid prior to permit issuance. The permit shall include conditions under which the activity may be undertaken.
2. No permit shall be issued by the Local Issuing Authority unless the erosion, sedimentation and pollution control plan has been approved by the District and the Local Issuing Authority has affirmatively determined that the plan is in compliance with this ordinance, any variances required by Section IV C. 15, 16 and 17 are obtained, bonding requirements, if necessary, as per Section V B. 6. are met and all ordinances and rules and regulations in effect within the jurisdictional boundaries of the Local Issuing Authority are met. If the permit is denied, the reason for denial shall be furnished to the applicant.
3. Any land-disturbing activities by a local issuing authority shall be subject to the same requirements of this ordinance, and any other ordinances relating to land development, as are applied to private persons and the division shall enforce such requirements upon the local issuing authority.
4. If the tract is to be developed in phases, then a separate permit shall be required for each phase.
5. The permit may be suspended, revoked, or modified by the Local Issuing Authority, as to all or any portion of the land affected by the plan, upon finding that the holder or his successor in the title is not in compliance with the approved erosion and sedimentation control plan or that the holder or his successor in title is in violation of this ordinance. A holder of a permit shall notify any successor in title to him as to all or any portion of the land affected by the approved plan of the conditions contained in the permit.
6. The LIA may reject a permit application if the applicant has had two or more violations of previous permits or the Erosion and Sedimentation Act permit requirements within three years prior to the date of the application, in light of O.C.G.A. 12-7-7 (f) (1).

## SECTION VI

### INSPECTION AND ENFORCEMENT

- A. The Planning and Development Department will periodically inspect the sites of land-disturbing activities for which permits have been issued to determine if the activities are being conducted in accordance with the plan and if the measures required in the plan are effective in controlling erosion and sedimentation. Also, the Local Issuing Authority shall regulate primary, secondary and tertiary permittees as such terms are defined in the state general permit. Primary permittees shall be responsible for installation and maintenance of best management practices where the primary permittee is conducting land-disturbing activities. Secondary permittees shall be responsible for installation and maintenance of best management practices where the secondary permittee is conducting land-disturbing activities. Tertiary permittees shall be responsible for installation and maintenance where the tertiary permittee is conducting land-disturbing activities. If, through inspection, it is deemed that a person engaged in land-disturbing activities as defined herein has failed to comply with the approved plan, with permit conditions, or with the provisions of this ordinance, a written notice to comply shall be served upon that person. The notice shall set forth the measures necessary to achieve compliance and shall state the time within which such measures must be completed. If the person engaged in the land-disturbing activity fails to comply within the time specified, he shall be deemed in violation of this ordinance.
- B. The Local Issuing Authority must amend its ordinances to the extent appropriate within twelve (12) months of any amendments to the Erosion and Sedimentation Act of 1975.
- C. The Planning and Development Department shall have the power to conduct such investigations as it may reasonably deem necessary to carry out duties as prescribed in this ordinance, and for this purpose to enter at reasonable times upon any property, public or private, for the purpose of investigation and inspecting the sites of land-disturbing activities.
- D. No person shall refuse entry or access to any authorized representative or agent of the Local Issuing Authority, the Commission, the District, or Division who requests entry for the purposes of inspection, and who presents appropriate credentials, nor shall any person obstruct, hamper or interfere with any such representative while in the process of carrying out his official duties.
- E. The District or the Commission or both shall semi-annually review the actions of counties and municipalities which have been certified as Local Issuing Authorities pursuant to O.C.G.A. 12-7-8 (a). The District or the Commission or both may provide technical assistance to any county or municipality for the purpose of improving the effectiveness of the county's or municipality's erosion, sedimentation and pollution control program. The District or the Commission shall notify the Division and request investigation by the Division if any deficient or ineffective local program is found.

F. The Division may periodically review the actions of counties and municipalities which have been certified as Local Issuing Authorities pursuant to Code Section 12-7-8 (a). Such review may include, but shall not be limited to, review of the administration and enforcement of a governing authority's ordinance and review of conformance with an agreement, if any, between the district and the governing authority. If such review indicates that the governing authority of any county or municipality certified pursuant to O.C.G.A. 12-7-8 (a) has not administered or enforced its ordinances or has not conducted the program in accordance with any agreement entered into pursuant to O.C.G.A. 12-7-7 (e), the Division shall notify the governing authority of the county or municipality in writing. The governing authority of any county or municipality so notified shall have 90 days within which to take the necessary corrective action to retain certification as a Local Issuing Authority. If the county or municipality does not take necessary corrective action within 90 days after notification by the division, the division shall revoke the certification of the county or municipality as a Local Issuing Authority.

## **SECTION VII**

### **PENALTIES AND INCENTIVES**

#### **A. FAILURE TO OBTAIN A PERMIT FOR LAND-DISTURBING ACTIVITY**

If any person commences any land-disturbing activity requiring a land-disturbing permit as prescribed in this ordinance without first obtaining said permit, the person shall be subject to revocation of his business license, work permit or other authorization for the conduct of a business and associated work activities within the jurisdictional boundaries of the Local Issuing Authority.

#### **B. STOP-WORK ORDERS**

1. For the first and second violations of the provisions of this ordinance, the Director or the Local Issuing Authority shall issue a written warning to the violator. The violator shall have five days to correct the violation. If the violation is not corrected within five days, the Director or the Local Issuing Authority shall issue a stop-work order requiring that land-disturbing activities be stopped until necessary corrective action or mitigation has occurred; provided, however, that, if the violation presents an imminent threat to public health or waters of the state or if the land-disturbing activities are conducted without obtaining the necessary permit, the Director or the Local Issuing Authority shall issue an immediate stop-work order in lieu of a warning;
2. For a third and each subsequent violation, the Director or the Local Issuing Authority shall issue an immediate stop-work order; and;
3. All stop-work orders shall be effective immediately upon issuance and shall be in effect until the necessary corrective action or mitigation has occurred.

4. When a violation in the form of taking action without a permit, failure to maintain a stream buffer, or significant amounts of sediment, as determined by the Local Issuing Authority or by the Director or his or her Designee, have been or are being discharged into state waters and where best management practices have not been properly designed, installed, and maintained, a stop work order shall be issued by the Local Issuing Authority or by the Director or his or her Designee. All such stop work orders shall be effective immediately upon issuance and shall be in effect until the necessary corrective action or mitigation has occurred. Such stop work orders shall apply to all land-disturbing activity on the site with the exception of the installation and maintenance of temporary or permanent erosion and sediment controls.

#### C. BOND FORFEITURE

If, through inspection, it is determined that a person engaged in land-disturbing activities has failed to comply with the approved plan, a written notice to comply shall be served upon that person. The notice shall set forth the measures necessary to achieve compliance with the plan and shall state the time within which such measures must be completed. If the person engaged in the land-disturbing activity fails to comply within the time specified, he shall be deemed in violation of this ordinance and, in addition to other penalties, shall be deemed to have forfeited his performance bond, if required to post one under the provisions of Section V B. 6. The Local Issuing Authority may call the bond or any part thereof to be forfeited and may use the proceeds to hire a contractor to stabilize the site of the land-disturbing activity and bring it into compliance.

#### D. MONETARY PENALTIES

1. Any person who violates any provisions of this ordinance, or any permit condition or limitation established pursuant to this ordinance, or who negligently or intentionally fails or refuses to comply with any final or emergency order of the Director issued as provided in this ordinance shall be liable for a civil penalty not to exceed \$2,500.00 per day. For the purpose of enforcing the provisions of this ordinance, notwithstanding any provisions in any City charter to the contrary, municipal courts shall be authorized to impose penalty not to exceed \$2,500.00 for each violation. Notwithstanding any limitation of law as to penalties which can be assessed for violations of county ordinances, any magistrate court or any other court of competent jurisdiction trying cases brought as violations of this ordinance under county ordinances approved under this ordinance shall be authorized to impose penalties for such violations not to exceed \$2,500.00 for each violation. Each day during which violation or failure or refusal to comply continues shall be a separate violation.

**SECTION VIII**  
**EDUCATION AND**  
**CERTIFICATION**

- A. Persons involved in land development design, review, permitting, construction, monitoring, or inspection or any land-disturbing activity shall meet the education and training certification requirements, dependent on their level of involvement with the process, as developed by the commission in consultation with the division and the stakeholder advisory board created pursuant to O.C.G.A. 12-7-20.
- B. For each site on which land-disturbing activity occurs, each entity or person acting as either a primary, secondary, or tertiary permittee, as defined in the state general permit, shall have as a minimum one person who is in responsible charge of erosion and sedimentation control activities on behalf of said entity or person and meets the applicable education or training certification requirements developed by the Commission present on site whenever land-disturbing activities are conducted on that site. A project site shall herein be defined as any land-disturbance site or multiple sites within a larger common plan of development or sale permitted by an owner or operator for compliance with the state general permit.
- C. Persons or entities involved in projects not requiring a state general permit but otherwise requiring certified personnel on site may contract with certified persons to meet the requirements of this ordinance.
- D. If a state general permittee who has operational control of land-disturbing activities for a site has met the certification requirements of paragraph (1) of subsection (b) of O.C.G.A. 12-7-19, then any person or entity involved in land-disturbing activity at that site and operating in a subcontractor capacity for such permittee shall meet those educational requirements specified in paragraph (4) of subsection (b) of O.C.G.A 12-7-19 and shall not be required to meet any educational requirements that exceed those specified in said paragraph.

**SECTION IX**

**ADMINISTRATIVE APPEAL**

**JUDICIAL REVIEW**

**A. ADMINISTRATIVE REMEDIES**

The suspension, revocation, modification or grant with condition of a permit by the Local Issuing Authority upon finding that the holder is not in compliance with the approved erosion, sediment and pollution control plan; or that the holder is in violation of permit conditions; or that the holder is in violation of any ordinance; shall entitle the person submitting the plan or holding the permit to a hearing before the Dawson County Board of Commissioners within 30 days after receipt by the Local Issuing Authority of written notice of appeal.

**B. JUDICIAL REVIEW**

Any person, aggrieved by a decision or order of the Local Issuing Authority, after exhausting his administrative remedies, shall have the right to appeal denovo to the Superior Court of Dawson County.

**SECTION X**

**EFFECTIVITY, VALIDITY**

**AND LIABILITY**

**A. EFFECTIVITY**

This ordinance shall become effective on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**B. VALIDITY**

If any section, paragraph, clause, phrase, or provision of this ordinance shall be adjudged invalid or held unconstitutional, such decisions shall not affect the remaining portions of this ordinance.

**C. LIABILITY**

1. Neither the approval of a plan under the provisions of this ordinance, nor the compliance with provisions of this ordinance shall relieve any person from the responsibility for damage to any person or property otherwise imposed by law nor impose any liability upon the Local Issuing Authority or District for damage to any person or property.

2. The fact that a land-disturbing activity for which a permit has been issued results in injury to the property of another shall neither constitute proof of nor create a presumption of a violation of the standards provided for in this ordinance or the terms of the permit.
3. No provision of this ordinance shall permit any persons to violate the Georgia Erosion and Sedimentation Act of 1975, the Georgia Water Quality Control Act or the rules and regulations promulgated and approved thereunder or pollute any Waters of the State as defined thereby.

ATTEST: Dawson County Board of Commissioners

\_\_\_\_\_

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

Danielle Yarbrough, County Clerk

Billy Thurmond, Chairman

Dates of Advertisement:

Dates of Public Hearings:

Vote: Yes \_\_\_\_\_

No \_\_\_\_\_

**Backup material for agenda item:**

2. Dawson County Emergency Services Prevention Fee Schedule Update (*1st of 1 hearing*)





# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Emergency Services

Work Session: 12 October 2017

Prepared By: Lanier Swafford

Voting Session: 19 October 2017

Presenter: Lanier Swafford

Public Hearing: Yes \_\_\_\_\_ No X

Agenda Item Title: Recommended Update to Prevention Fee Schedule

Background Information:

The Dawson County Board of Commissioners passed a resolution and ordinance adopting the Dawson County Fire Safety and Prevention Ordinance on 4 August 2005. Included in this ordinance were fees to be imposed by the Dawson County Fire Marshal's Office. This fee schedule has not been updated since adoption and with changes to the fireworks law and additional services now being offered through the Prevention Office, I bring these updates for consideration.

Current Information:

The only major changes the department is requesting in this revision is:

1. To align the language of the ordinance to match that of state law concerning fire work permits and inspection fees.
2. To address fees for CPR, First Aid, and DayCare Provider Fire Safety Classes. These fees have never been formally been adopted by the BOC.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
General	Fire	Prevention			0	

Recommendation/Motion: Motion to approve the 2017 Dawson County Emergency Services Inspection, Plan Review, and Prevention Fee updates as presented.

Department Head Authorization: Lanier Swafford

Date: 01 Oct. 2017

Finance Dept. Authorization: Vickie Neikirk

Date: 10/3/2017

County Manager Authorization: DH

Date: 10/04/2017

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

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

Comments/Attachments:

Application is attached.

**A RESOLUTION AND ORDINANCE**

**ADOPTING**

**DAWSON COUNTY FIRE SAFETY and PREVENTION ORDINANCE**

A Resolution and Ordinance for adoption of the Dawson County Fire Safety and Prevention Ordinance, to be applied and enforced in conjunction with the State Minimum Fire Safety Standards, as adopted by contract between Dawson County and the State of Georgia on the 10<sup>th</sup> day of August 2005.

An ordinance establishing minimum requirements for construction plan review and issuance of construction plan permits; review any plans at the request of the chief building official, review all sprinkler system plans, alarm system plans and commercial hood system plans; provide inspections on all construction, conduct safety inspections on existing buildings and structures and issue a certificate of occupancy prior to any building or structure being occupied.

WHEREAS, the Constitution of the State of Georgia, approved by the voters, of the State in November of 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph I thereof, that the governing authority of the county may adopt clearly reasonable ordinances, resolutions and regulations; and

WHEREAS, O.C.G.A. § 25-3-4 authorizes counties to enact fire safety and fire prevention ordinances; and

WHEREAS, the governing authority of Dawson County, to wit, the Board of Commissioners of Dawson County, is desirous of executing its authority in adopting this ordinance; and

WHEREAS, it is requisite and proper for the security, welfare, health and convenience of the citizens of Dawson County, Georgia, and for the preservation of peace and good order of said County, that the Fire Safety and Prevention Ordinance be adopted and enforced and rules and regulations relating thereto are established.

NOW THEREFORE BE IT RESOLVED AND ORDAINED by authority of the Board of Commissioners of Dawson County, Georgia, as follows:

Section 1. Short Title.

This Ordinance shall be known as the "Fire Safety and Prevention Ordinance" and may be cited and referred to as such.

Section 2. Scope.

It is not intended by this Ordinance to repeal, abrogate, annul or in any way impair or interfere with existing provisions of other laws or ordinances, except those specifically repealed by this Ordinance or inconsistent therewith. Where this Ordinance imposes a greater restriction upon person, premises or personal property than is imposed or required by such existing provisions of law, ordinance, contract or deed, the provisions of this Ordinance shall control.

Section 3. Enforcement of State Minimum Fire Safety Standards.

Dawson County by this Ordinance grants authority for enforcement of State Minimum Fire Safety Standards; as amended by the Rules and Regulations of the Georgia Safety Fire Commissioner as promulgated pursuant to Chapter 2 of Title 25 of the Official Code of Georgia Annotated including all subsequent revisions thereof, except as modified herein, to the Fire Safety Division of the Dawson County Fire Department. There shall be no less than one copy of such standards on file in the office of the Dawson County Fire Department.

Section 4. Enforcement of Fire Safety and Prevention.

Dawson County by this Ordinance grants authority for enforcement of the Dawson County Fire Safety and Prevention Ordinance in all buildings and structures identified in O.C.G.A. § 25-2-13, and also in all commercial buildings and places of public assembly that lie within the boundaries of Dawson County.

Section 5. Bureau of Fire Prevention.

- (a) The Bureau of Fire Prevention of the Dawson County Fire Department shall also be known as the Fire Safety Division.
- (b) The Fire Safety Division shall be under the supervision of the Chief of the Fire Department or his designee.
- (c) The Fire Safety Division shall enforce the standards adopted by this Ordinance.
- (d) The person in charge of the Fire Safety Division shall be the Dawson County Fire Marshal, who shall be appointed by the Chief of the Fire Department. The Fire

Marshal shall have qualifications as set forth by the Chief of the Fire Department.

- (e) There shall be inspectors in the Fire Safety Division, who shall be appointed by the Fire Marshal. The inspectors shall have the qualifications as set forth by the Fire Marshal. These inspectors shall conduct inspections of all new buildings and structures described in Section Four; as well as yearly, or as often as reasonably practicable, inspections of existing buildings described in Section Four.
- (f) The Fire Marshal and the Fire Safety Division are hereby authorized under the police powers of the Board of Commissioners to enter and inspect any building or structure which is identified in Section Four above, upon a showing that the public health or safety of the citizens of this County requires such entry and inspection, as anticipated and resolved by the inspection authorization granted in Section 10. Except under circumstances which require immediate entry or the exigencies of the situation demand otherwise, no entry or inspection under the authorization granted herein shall take place other than during normal business hours, further, the one making the entry and inspection shall first make known his purpose, and seek permission for the entry and inspection from a person representing the building or structure. Entry into a structure covered by this Ordinance without the assistance or collaboration of an occupant shall not occur unless there be imminent danger to the lives of persons within the structure or one endangered by the structure sought to be entered.
- (g) A report of the Fire Safety Division shall be made semi-annually and transmitted to the Board of Commissioners. It shall contain a report of all activities and inspections undertaken pursuant to this Ordinance along with any additional information that the Chief of the Fire Department and the Fire Marshal may wish to include therein.

Section 6. Waivers and Variances.

Waivers and variances from the provisions of this Ordinance may be granted by the Chief of the Fire Department. Any application for a waiver or variance shall first be submitted in writing to the Dawson County Fire Marshal whose comments and recommendations shall be made available to the Chief of the Fire Department before any action is taken. The Dawson County Fire Chief, or his designee, shall consult with the Director of

Planning and Zoning before any waiver or variance is approved.

Section 7. Appeals from Orders.

The Chief of the Fire Department or his designee shall review, consider and take action on any appeal pertaining to this Ordinance. Any such appeal must be filed with the Fire Marshal within thirty (30) days of the issuance of the order. Within thirty (30) days of receipt of such appeal, the Chief of the Fire Department shall issue a written determination affirming, modifying, or vacating the order being appealed. The records of any proceedings and the actions of the Chief of the Fire Department may be reviewed by the Board of Commissioners. Such review by the Board of Commissioners shall be requested in writing within thirty (30) days of issuance of the Fire Chief's written determination, stating with particularity the basis upon which the written determination is being challenged, as well as identifying the relief requested. The matter shall be placed upon the Board of Commissioners' next available agenda, at which time the Board may (1) decline to consider the matter, thereby constituting an affirmation of the Fire Chief's written determination; (2) consider the matter based entirely upon the record prepared and submitted by the Fire Chief; or (3) schedule a hearing wherein the individual requesting Board review and the Fire Chief or his designee may present information supporting their respective positions. In the event the Board of Commissioners utilizes options two or three, the Board shall render its decision within thirty (30) days of the hearing or meeting where the matter is considered.

Section 8. Fire Hydrants.

- (a) Water Mains and Fire Hydrants shall be installed and be under sufficient water pressure as set forth below, and ready for fire service prior to beginning construction with combustible materials. Slab work can be completed prior to installation of water mains and fire hydrants, but water must be available before any frame work of combustible materials is started; provided, however, that materials used in forming footings and foundations on grade shall not require the prior installation of water mains and fire hydrants.
- (b) Fire flow requirements for all residential buildings shall be seven hundred fifty (750) gallons per minute. Fire flow requirements shall be verified and certified to Dawson County by a Georgia registered engineer.

- (c) All water mains supplying fire hydrants shall be minimum of eight (8") inches; provided, however, that a six (6") inch "looped" main may supply a maximum of three (3) fire hydrants.
- (d) No fire hydrant shall be installed on a dead-end main that exceeds five hundred (500') feet.
- (e) Fire hydrants shall be placed a maximum of five hundred (500) feet apart as measured along an improved roadway.
- (f) Fire hydrants shall be installed along the Fire Department access roadway.
- (g) Fire hydrants shall be installed within six (6') feet of the edge of the pavement with the "steamer" connection facing the roadway.
- (h) The "steamer" fire hose connection on all fire hydrants shall be above the final surface grade a distance not less than eighteen (18") inches, nor more than twenty-four (24") inches.
- (i) Commercial or industrial buildings provided with automatic fire sprinkler or standpipe systems shall have a three-way type fire hydrant placed within fifty (50) roadway feet of the fire department connections.
- (j) Residential and multi-family occupancies provided with automatic fire sprinkler protection or standpipe systems shall have a three-way fire hydrant placed within fifty (50) roadway feet of the fire department connection.
- (k) A fire hydrant shall be installed within five hundred (500) roadway feet of any portion of the exterior of all buildings.
- (l) No obstacle shall obstruct the approach or visibility of any fire hydrant or fire department connection, closer than five (5) feet in any direction, parallel with street access.
- (m) It shall be the responsibility of the property owner to maintain all privately-owned fire hydrants, as well as fire extinguishers, sprinkler systems, fire department connections (FDC), and emergency lighting as required by this Code. Such items shall be inspected at least annually, at the expense of the property owner, by a firm or company licensed to perform such inspections. A copy of the inspection report shall be maintained and kept available for review by the Dawson County Fire Marshal or his designee.

Section 9. Electrical Service.

The Chief of the Fire Department, or other person acting under his direction or authority, is authorized to cut any electric wire, or by other means interrupt electric services, when the same is deemed necessary to the control or prevention of any condition hazardous to life or property from fire or explosion. No cost to the County shall be incurred by any such action, nor shall the authority granted herein be construed or inferred to be an authorization or direction by the County for any person to assume any risk arising from such acts, nor as an assumption by the County of any liability for personal injury or property damage from such acts under this section.

Section 10. Inspection of Buildings and Structures.

- (a) The Fire Marshal shall inspect or cause to be inspected once yearly, or as often as reasonably practicable, all existing buildings and structures described in Section Four.
- (b) The Fire Marshal shall inspect or cause to be inspected at various intervals all construction work, required to have a construction permit, in all buildings and structures which are covered by this Ordinance, in conjunction with the Planning and Zoning Department.
  - (1) An eighty (80%) percent completion inspection and a one hundred (100%) percent final inspection shall be obtained from the Fire Safety Division prior to a Certificate of Occupancy being issued and the building or structure being occupied.
  - (2) Multi-family residential buildings, and any others specified by the Fire Marshal, shall obtain a fifty (50%) percent completion inspection in order that the methods of sealing penetrations within and through walls can be inspected.
- (c) Owners, their agents or designees, of all proposed buildings and structures described in Section Four of this Ordinance, for which construction is soon to commence, are required to submit plans and specifications for review and approval. All commercial site plans and sprinkler system plans are required to be submitted for review and approval. Generally, the same time constraints for review established by the Planning and Zoning Department of DawsonCounty

shall apply to the Fire Safety Division.

- (1) Plans and specifications shall be submitted to the Fire Safety Division according to procedures approved by the Fire Chief.
- (2) Whoever shall build, construct, or erect any building or structure without approved plans or in violation of approved plans, from which no appeal has been taken, shall be guilty of an offense under this Ordinance.
- (d) Upon complaint submitted in writing, the Chief of the Fire Department or his designee may enter in or upon any building, structure or premises between the hours of sunrise and sunset for the purpose of investigating the complaint.
- (e) Upon the complaint of any person, the Chief of the Fire Department or his designee may inspect or cause to be inspected all buildings and structures covered by this Ordinance whenever it is deemed necessary.

Section 11. Collection of Fees and Issuance of Permits and Approvals.

The Dawson County Fire Department shall collect fees as follows:

(a) CONSTRUCTION PLAN REVIEW

(1)	10,000 Square Feet or Less . . . . .	\$100.00
(2)	Over 10,000 Square Feet . . . . .	\$.15/sq.ft.
(3)	All Other Structures . . . . .	\$100.00
(4)	Site Plans . . . . .	\$100.00
(5)	Sprinkler Plans . . . . .	\$100.00
(6)	Fire Alarm Plans . . . . .	\$ 100.00
(7)	Commercial Hood Plans . . . . .	\$ 100.00

(b) INSPECTIONS

(1)	50%, 80%, 100%, Annual and First Follow-up . . . . .	No Charge
(2)	Second Follow-up . . . . .	\$100.00
(3)	All Other Follow-ups . . . . .	\$150.00
(4)	After Hours Inspection (at builder's request) . . . . .	\$100.00
(5)	Final Fire Inspection Certificate -- New Construction . . . . .	\$100.00



- (c) COMMERCIAL BURNING PERMITS – \$500.00 Per 30 Days
- (d) The fee for inspection for Final Fire Inspection Certificate – Fees for New Construction set forth in Subsection (b)(5) above shall not apply to Final Fire Inspection Certificate inspections for buildings or structures existing as of the date of adoption of this Ordinance unless such inspections are deemed necessary due to occupancy type changes, major construction on the structure, or a major fire in the structure.
- (e) All fees shall be payable to Dawson County.

Section 12. Persons allowed in the Vicinity of a Fire.

Whoever shall be and remain in the immediate vicinity of any fire, after being instructed to leave, shall be guilty of an offense under this Ordinance, except for the following persons: A person authorized by the Georgia Fire Safety Commissioner pursuant to Section 25-2-22 of the Official Code of Georgia Annotated, a member of the Board of Commissioners of Dawson County, a law enforcement officer of the jurisdiction where the fire occurs, an owner of the property of his or her agent, an agent of an insuring insurance company, or one ordered to the scene by the Chief of the Fire Department or his representative.

Section 13. Crossing Fire Hose Prohibited.

No vehicle shall be driven over any unprotected fire hose of the Dawson County Fire Department when laid down on any street, roadway, or private driveway without the consent of the fire department official in command, any person refusing to obey the legal orders and direction of the officer in charge of a fire shall be guilty of an offense under this Ordinance.

Section 14. Certain Officers Vested with Police Authority.

The Fire Marshal and other officers authorized by the Chief of the Fire Department may be sworn in as deputies, by the Dawson County Sheriff, with the power to make arrests. Those Fire Department personnel sworn in as deputies must meet the minimum certification and training requirements of Dawson County Sheriff's deputies.

Section 15. Response to Malfunctioning and/or False Alarms.

- (a) When emergency response to a malfunctioning or false alarm system at a premise exceeds (2) violations within a calendar year at any premises there shall be no penalty assessed.
- (b) A first and all subsequent False Alarms to a premise within a 4-hour period shall be considered as one (1) violation. The Dawson County Fire Department shall issue a written warning, via personal service or certified mail, to the premises owner for the first two (2) violations during a calendar year. Each subsequent malfunctioning or false alarm during a calendar year shall result in the following penalties:
- (1) For the third (3rd) False Alarm within a calendar year at a premises a fine of \$100.00 shall be imposed upon each responsible person charged and convicted, pursuant to O.C.G.A. § 36-1-20.
  - (2) For the fourth (4th) False Alarm within a calendar year at a premises a fine of \$250.00 shall be imposed upon each responsible person charged and convicted, pursuant to O.C.G.A. § 36-1-20.
  - (3) For the fifth (5<sup>th</sup>) and each subsequent False Alarm within a calendar year at a premises a fine of \$1,000.00 shall be imposed upon each responsible person charged and convicted, pursuant to O.C.G.A. § 36-1-20.
  - (4) Pursuant to Section 15, Chapter 10, Section 2, subparagraph 4 of the Official Code of Georgia, Annotated, any person or entity violating or failing to comply with any of the provisions of this ordinance may be summoned to the Dawson County Magistrate Court for each violation and/or noncompliance, and upon conviction, shall be punished as provided by law.
- (c) If any alarm user alleges that an extraordinary or unusual circumstance led to their false alarm such that the false alarm should not be counted against them, and the false alarm is only their first or second false alarm for one (1) calendar year, then an appeal may be instituted. The appeal shall be in writing to the Dawson County Fire Marshal within five (5) days of the false alarm. Upon notice of such appeal, the Fire Marshal shall issue a finding as to whether the false alarm warning shall stand.

Section 16. Unauthorized Fires.

Whoever shall set fire to any building, structure, automobile, truck, or any other vehicle, without first having obtained written permission from the Chief of the Fire Department, shall be guilty of an offense under this Ordinance.

Section 17. Obstructing an Firehouse.

Whoever willfully and knowingly shall place any obstruction of any nature whatsoever in front of any firehouse shall be guilty of a violation of this Ordinance.

Section 18. Outdoor Burning

- (a) All burning operations in Dawson County shall comply with "Rules for Air Quality Control" chapter 391-3-1 as written and as amended by the Department of Natural Resources, Environmental Protection Division, Air Protection Branch unless specifically modified herein.
- (b) No person shall cause, suffer, allow, or permit open burning in any area of Dawson County without a permit except as follows:
  - (1) ***Agricultural fires.*** No permit required/no fee – Carrying out recognized agricultural procedures necessary for production or harvesting of crops. Contact Georgia Forestry and Dawson County Fire Department prior to the burn
  - (2) ***Forest lands.*** No permit required/no fee – The burning over of any forestland by the owner of such land (prescribed or slash burning). Contact Georgia Forestry and Dawson County Fire Department prior to the burn
  - (3) ***Residential property maintenance***
    - (A) ***Leaf piles.*** No permit required/no fee for Dawson County (notification required to Georgia Forestry). Burning of leaf piles on the premises on which they fall by the person in control of the premises. No leaf burn pile shall be larger than six feet in diameter by two feet high. There shall be ten feet between burn piles. No burning within fifty feet of a structure or twenty-five feet from a property line. All fires must be constantly attended by a competent person sixteen years of age or older with the ability to extinguish

the fire. There shall be no more than two burn piles burning at any time. No burns of this type will be authorized when the humidity is less than 25% or the winds are greater than 10 MPH, as provided on the Georgia Forestry Commission daily “wind speed” and “humidity” database (<http://weather.gfc.state.ga.us/Maps.html>). Failure to comply with these rules which results in an uncontrolled fire or a valid complaint that requires the response of the Fire Department will result in the fire being immediately extinguished. In accord with O.C.G.A. § 12-6-90, pre-burn **notice** of such burning must be provided to the forest ranger of the county wherein such burning is to be made or to an employee of the forestry unit serving such county who is authorized to grant permits.

- (B) **Other yard debris.** No permit required/no fee (no permit required for Dawson County – permit required from Georgia Forestry). Reduction of other “natural vegetation” such as trees, downed trees and parts thereof, pine straw, and sticks on the premises on which they fall by the person in control of the premises. No burn pile shall be larger than six feet in diameter by two feet high. There shall be ten feet between burn piles. No burning within fifty feet of a structure or twenty-five feet from a property line. All fires must be constantly attended by a competent person sixteen years of age or older with the ability to extinguish the fire. There shall be no more than two burn piles burning at any time. No burns of this type will be authorized when the humidity is less than 25% or the winds are greater than 10 MPH, as provided on the Georgia Forestry Commission daily “wind speed” and “humidity” database (<http://weather.gfc.state.ga.us/Maps.html>). Failure to comply with these rules which results in an uncontrolled fire or a valid complaint that requires the response of the Fire Department will result in the fire being immediately extinguished. A **permit** for

such burning must be obtained from the forest ranger of the county wherein such burning is to be made or to an employee of the forestry unit serving such county who is authorized to grant permits.

- (4) ***Recreation/cooking fires.*** No permit required/no fee – For recreational purposes, cooking food for immediate human consumption, camp fires in designated camping areas and barbecue grills. Recreational bonfires are subject to the location and fuel type.
- (5) ***Firefighter Training.*** No permit required / no fee - Fires set for training firefighting personnel when authorized by the Dawson County Fire Chief.
- (6) ***Open flame equipment.*** No permit required/no fee - Operation of devices using open flames such as tar kettles, blow torches, welding torches, portable heaters, and other flame-making equipment where approved safety measures are used.
- (7) ***Miscellaneous.*** No permit required/no fee – Setting and maintenance by contractors and tradesmen of miscellaneous small fires necessary to such activities as street paving, installation or repair of utilities provided such fires are kept small. This shall include warming fires subject to the following restrictions. Warming fires shall be contained within a metal barrel of 55-gallon capacity or less. Untreated wood or lumber shall be the only material or substance permitted to be burned. The container for the warming fire shall be not less than 25 feet from any structure. No on ground warming fires are permitted. Warming fires are only permitted when the temperature is 40 degrees Fahrenheit or less.
- (8) ***Land clearing.*** Permit required/fee required – Open burning of vegetative material for the purpose of land clearing and/or the construction of right of ways. Unless otherwise covered in this Ordinance, permits shall only be issued when an Air Curtain Destructor (ACD) is being used and the following conditions are met:
  - (A) A permit is obtained from the Dawson County Fire Department prior to initiation of any open burning.

- (B) The location of the ACD is at least 300 feet from any dwelling or public road, street, or highway.
  - (C) No more than one air curtain destructor is operated within a 10-acre area at one time or there must be at least 1000 feet between any two ACDs.
  - (D) Only wood waste consisting of trees, logs, large brush and stumps which are relatively free of soil are burned.
  - (E) Tires or other rubber products, plastics, heavy oils, asphaltic material, are not used to start or maintain the operation of an ACD.
  - (F) The ACD is operated in accordance with operating procedures set forth by the Georgia Department of Natural Resources. (available at Fire Department Headquarters)
  - (G) The cleaning out of the ACD pit is performed in a manner to prevent fugitive dust.
  - (H) Permits may be issued for open burning of agricultural land where the use of an ACD is not practical.
- (9) **Packing materials** No permit required / no fee - Disposal of all packing material previously containing explosives in accordance with U.S. Department of Labor Safety Regulation.
  - (10) **Emergency burning** Permit required / no fee - The burning of storm debris on-site may be authorized by the Fire Chief or his/her designee when there is no adequate disposal facility reasonably available.
  - (11) **Disease and pest control** Permit required / no fee - Open burning may be authorized for the control of disease and pest control. This authorization can be issued upon written request to the Fire Chief.
- (c) All fires authorized under this ordinance shall occur between 10:00 a.m. and one hour before sunset.
  - (d) Open burning will not be authorized when conditions are such that the burn may jeopardize the safety of life and/or property.
  - (e) No open burning will be authorized during an air pollution episode or when restrictions are imposed by a state or federal agency for any reason.

- (f) The Chief of the Dawson County Fire Department or his/her designee will issue all required Dawson County permits for land clearing burning, emergency burning, forest burning and disease and pest control burning.
- (g) The Fire Chief or his/her designee may revoke permits at any time if conditions or permit restrictions require such, based on the available information provided by the Georgia Forestry Commission, the existing weather conditions and other environmental conditions at the site of the burn.
- (h) Permits are valid for thirty days. Upon written request a fifteen-day extension could be made. The fee for a permit when required is \$500.00 per permit. The fee must be submitted prior the permit being issued. A permit is required for each ACD used and for each burn site.
- (i) The burning of "household" garbage, trash and construction debris is not allowed.
- (j) During the months of May, June, July, August and September the only approved open burning will be as set forth in subparagraph (2) a, d, e, f, i, j, and k above.
- (k) A written notification to a person or company of a violation at one site shall be considered adequate notice of these regulations; any subsequently observed violations by the same person or company at the same or different site shall result in immediately appropriate legal action.
- (l) The Dawson County Fire Department shall have the authority to cause any fire to be extinguished if it is determined that there is a danger to public safety, a danger to public or private property, a nuisance or sign of environmental harm.
- (m) The Fire Chief or his designee may grant specific exceptions or variances to any requirement of this section, upon written petition, if it is deemed necessary to protect the public health, safety, and general welfare.
- (n) The Fire Chief or his designee shall have the authority to impose additional safety precautions or restrict burning, including the issuance of a complete open burning ban, if it is determined that open burning imposes a threat to the public health, safety and general welfare.
- (o) The company/contractor/landowner or their representatives in control of the property at the time of the burn is responsible for the compliance with the

requirements of this Ordinance. All burns must be attended by a competent person 16 years old or older having the ability to extinguish the fire.

(p) Permits

- (1) Contact the Forsyth County Fire Department Headquarters during normal business hours.
- (2) Those permits that do not require a site visit will be issued at that time.
- (3) The request for a permit where a site visit is required must be made at least 48 hours prior to the burn (land clearing burning, emergency burning, forest burning and disease and pest control burning). A site inspection will be scheduled. If the site is found in order a permit will be issued at that time.
- (4) A permit must be obtained for each ACD used.

Where a fee is required the fee must be paid at the time the permit is issued. The payment must be by cash, check or money order made payable to Dawson County.

Section 19. Obstructing a Fire Lane.

Whoever shall park or otherwise leave an unattended vehicle or other obstruction in a fire lane, so designated by signs and/or painted curbing or other marking indicating a fire lane, shall be guilty of a violation of this Ordinance. Any vehicle obstructing a fire lane in violation of this Section may be removed at the direction of the Chief of the Fire Department or his designee, or a law enforcement officer, the costs of removal and storage shall be borne by the owner of such vehicle and paid for him or her prior to the release of such vehicle. A warning may be issued for a first time violation of this section.

Section 20. Fire Department Access Roadways

- (a) Fire Department access roadways shall have an unobstructed width conforming to Dawson County construction standards and specifications, latest edition, and an unobstructed vertical clearance of not less than thirteen feet six inches (13'6").
- (b) Fire Department access roadways shall be designed and maintained to support the imposed load of a fire apparatus and shall be surfaced to provide all-weather driving capabilities.
- (c) Any dead-end Fire Department access roadway in excess of one hundred fifty (150') feet in length shall include a turnaround at the closed end conforming to



Dawson County construction standards and specifications, latest edition.

- (d) The grade on all Fire Department access roadways shall not exceed fourteen (14%) and shall not be less than one (1) percent.
- (e) All turns contained in a Fire Department access roadway shall maintain the minimum road width.
- (f) All dwelling units shall have address numbers plainly legible and visible from the roadway. Letters shall be not less than four (4") inches high and shall contrast with their background.
- (g) Security Gates:
  - (1) No security gates installed over Fire Department access roadways shall reduce the minimum width or vertical height requirements set forth in this Code.
  - (2) All security gates shall be maintained in working order. Any security gate not properly maintained will be chained open or removed at the owner's expense.
  - (3) Fire Department access through all security gates shall be by "Knox Key" or gates shall be siren activated in both directions.
  - (4) All security gates across Fire Department access roadways shall be subject to inspection and shall be approved by the Dawson County Fire Marshal's Office upon installation.
- (h) The Chief of the Dawson County Fire Department or his designee shall designate fire lanes as necessary to provide access for firefighting equipment.

Fire Marshal  
MA 8/28



# OFFICE OF INSURANCE AND SAFETY FIRE COMMISSIONER

**JOHN W. OXENDINE**  
COMMISSIONER OF INSURANCE  
SAFETY FIRE COMMISSIONER  
INDUSTRIAL LOAN COMMISSIONER  
COMPTROLLER GENERAL

August 10, 2005

SEVENTH FLOOR, WEST TOWER  
FLOYD BUILDING  
2 MARTIN LUTHER KING, JR., DRIVE  
ATLANTA, GEORGIA 30334  
(404) 656-2056 TDD# (404) 656-4031  
www.gainsurance.org

Mr. Mike Berg, Chairman  
Dawson County Board of Commissioners  
76 Howard Ave., Ste 120  
Dawsonville, Georgia 30534

RE: Contract Agreement with Dawson County

Dear Chairman Berg:

This office is in receipt of a contract agreement from **Dawson County** dated **August 4, 2005**. By copy of the attached contract agreement being signed by this office and the County Board of Commissioners, the authority for the enforcement of the State's Minimum Fire Safety Standards, as set forth in subsection (a) of § 25-2-12, was transferred to **Dawson County** effective the 10<sup>th</sup> day of August, 2005.

Specifically, with respect to those buildings and structures listed in § 25-2-13, except hospitals, nursing homes, ambulatory surgical centers, jails and prisons and except for those buildings and structures which are owned and operated or occupied by the state, **Dawson County** is now responsible for the enforcement of the State's Minimum Fire Safety and accessibility standards and shall:

- (A) Conduct Fire Safety inspections of existing buildings and structures; and
- (B) Review plans and specifications for proposed buildings and structures, issue building permits when plans are approved, and conduct fire safety inspections of such buildings and structures; and
- (C) Issue permanent and temporary certificates of occupancy; and
- (D) Conduct arson investigations.

Pursuant to O.C.G.A. § 25-2-32 (b), effective January 1, 1993, all incidents of fires, whether accidental or incendiary, shall be reported to the Office of the Safety Fire Commissioner. Every fire department shall submit incident data either via a uniform electronic reporting method or on a uniform reporting form prescribed by the Commissioner and at intervals established by the Commissioner.

If this office can be of further assistance, please contact us at (404) 656-7087.

Sincerely,

M. Dwayne Garriss  
Assistant State Fire Marshal

MDG/dgt

RECEIVED  
AUG 15 2005  
DAWSON CTY COMM

Georgia, Dawson County

**THIS AGREEMENT** made and entered into this 4th day of August, 2005 by and between Dawson County, Georgia, a political subdivision of the State of Georgia, and the Safety Fire Commissioner, of the State of Georgia as follows:

**WITNESSETH**

**WHEREAS**, O.C.G.A. § 25-2-12 provides that counties that have a population of 100,000 or more as determined by the most recent census shall adopt the State Minimum Fire Safety Standards; and

**WHEREAS**, Dawson County has a population of approximately 20,000; and

**WHEREAS**, definite provisions should be made for the enforcement of the State Minimum Fire Standards in Dawson County.

**NOW, THEREFORE**, in accord with O.C.G.A. § 25-2-12(d), the parties hereto hereby agree as follows:

1. Dawson County has adopted and will adopt the State Minimum Fire Safety Standards as set forth in O.C.G.A. § 25-2-12 and any amendments thereto and will enforce such standards.
2. Dawson County shall continue to enforce the State Minimum Fire Safety Standards regarding buildings and structures listed in O.C.G.A. § 25-2-13, except as otherwise provided herein.
3. Dawson County personnel shall conduct fire safety inspections of existing buildings and structures; issue building permits when plans are approved and conduct fire safety inspections of such buildings and structures; and issue permits and temporary certificates of occupancy, together with such other functions as shall from time to time be

specified by state law or regulation. The following activities are excepted from the enforcement activities of Dawson County: hospitals, nursing homes, jails, ambulatory health care centers and penal institutions, buildings and structures owned and operated or occupied by the state of Georgia.

4. Dawson County shall be responsible for investigating all cases of arson and other suspected incendiary fire within its jurisdiction in accord with O.C.G.A. § 25-2-12(a)(6).

5. Dawson County shall report all incidents of fire, whether accidental or incendiary, to the office of the Safety Fire Commissioner in accordance with O.C.G.A. § 25-2-32(b).

6. Dawson County shall be entitled to charge and retain appropriate fees, which shall not exceed the fees authorized by state statutes or regulations, for the activities performed in accord with O.C.G.A. § 25-2-12 and this contract, and the initial fees to be charged shall be in accord with "Exhibit A", which is attached hereto and incorporated herein by reference. Further, Dawson County shall have the right to designate an appropriate agency and appropriate personnel for the performance of the duties set forth herein.

7. This agreement shall be in full force and effect from and after the date of authorized signatures of both parties are affixed hereto.

8. This agreement may be canceled at any time by either party upon giving thirty (30) days written notice to the other party. If this contract is canceled, then all inspection reports and other documents associated with this agreement shall be transferred within thirty (30) days to the State Fire Marshall.

IN WITNESS WHEREOF, the parties hereto have set their hand and affixed their seal on the dates set forth herein.

Mike Berg

Mike Berg, Chairman  
Dawson County Board of Commissioners

8-4-05

Date

Attest:

JøAnne Dack

JøAnne Dack, Clerk  
Dawson County Board of Commissioners

Paul R. Shuman

State Fire Marshall

8/10/05

Date

Billy Thurmond

Billy Thurmond, Director  
Dawson County Emergency Services

8-8-05

Date

# DAWSON COUNTY EMERGENCY SERVICES FEE PROPOSALS - 2017

## Fire Marshal's Office

### Plan Review and Construction Fees

Building less than or equal to 10,000 square feet  
Building greater than 10,000 square feet

### Inspections: Fees - 80% (cover up)

First Reinspection  
Second Reinspection  
Certificate of Fire Safety Compliance  
Annual Fire Safety Inspection  
First Fire Safety Reinspection  
Subsequent Fire Safety Reinspection  
Licensure of Facilities Inspection  
Fire Watch (per person per hour)  
Fire Watch (per apparatus per hour)

### Permit Fees

Residential bonfires, brush, and leaf pile  
Commercial (contractors & developers)  
Blasting Permit (requires proof of insurance)  
Fireworks Display (must provide permit)  
Heated tar pots for roofing  
Installation of underground fuel tanks  
Installation of Fire Suppression System  
(to include hood, sprinkler, and other components)  
Special Event Inspections  
Storage & Handling of flammable, combustible, and toxic materials  
Copies of reports (including fire records)

### False Alarms

First Nuisance  
Second Nuisance  
Third Nuisance  
Fourth Nuisance  
Fifth and each subsequent Nuisance

### Classes

CPR Class with Card  
Healthcare Provider CPR Class with Card  
DayCare Provider Fire Safety Class

DayCare Provider First Aid and CPR Class



**es**

00 square feet gross floor area	\$100.00
re feet (additional charge per foot over base)	\$0.02

**, 100% are covered under permit fee with no add. Charg charges**

	N/C
	\$150.00
ce (C/O)	\$100.00
	N/C
	N/C
ons	\$150.00
	\$50.00
	\$50.00
ir)	\$150.00

aves	N/C
pers) 60 day permit	\$100.00
state licnese & insurance)	\$100.00
roof of license)	\$500.00
	\$75.00
inks (less than 660 gal.) Price per tank	N/C
rstem	\$100.00
her fire protection systems)	\$100.00
hazardous, or combustable materials	\$100.00
ports per copy)	\$2.00

	N/C
	N/C
	\$250
	\$500
ce	\$1,000.00

1 Card	\$6.00 for private citizens
	\$25 for Healthcare Providers
	\$20.00 per person for a group
	\$30.00 for individuals
2	\$20.00 per person for a group



\$30.00 for individuals

**Backup material for agenda item:**

1. Consideration of 2017-2018 Georgia Emergency Management Agency (GEMA) K-9 Grant Application



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Emergency Services

Work Session: 26 October 2017

Prepared By: Lanier Swafford

Voting Session: 2 November 2017

Presenter: Lanier Swafford

Public Hearing: Yes \_\_\_\_\_ No X

Agenda Item Title: 2017 K9 Grant Application

Background Information:

For the past several years (since 2009) DCES has operated a K9 Rescue Team that now expanded to provide support to state resources such as the Georgia Search & Rescue through the Georgia Emergency Management Agency. This funding helps cover the majority of operational cost of the team, thereby providing Dawson County with a great resource for little to no cost,

Current Information:

This year the base award for the DHS K9 Grant is \$12,750.00. This is a 100% Grant and requires no local match. The grant is used to cover equipment, training for K9's and handlers, veterinary care, and food.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
General	EMA		\$12,750.00		0	

Recommendation/Motion: Motion to approve the 2017-2018 K9 Grant application as presented.

Department Head Authorization: Lanier Swafford

Date: 17 Oct. 2017

Finance Dept. Authorization: Vickie Neikirk

Date: 10/17/17

County Manager Authorization: DH

Date: 10/17/2017

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

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

Comments/Attachments:

Application is attached.

**GEORGIA EMERGENCY MANAGEMENT AGENCY  
HOMELAND SECURITY**

**NATHAN DEAL**  
GOVERNOR



**HOMER BRYSON**  
DIRECTOR

October 5, 2017

Honorable Billy Thurmond  
Chairman  
Dawson County Board of Commissioners  
25 Justice Way, Suite 2313  
Dawsonville, Georgia 30534

Dear Commissioner Thurmond:

On behalf of Governor Nathan Deal, it is my pleasure to inform you the State of Georgia has awarded the Dawson County Emergency Services a subgrant funded from the federal FY17 Homeland Security Grant Program. The amount of the grant is \$12,750.00 to build and enhance your community's capabilities in Homeland Security.

The grant funding can be used only for the purposes specified and authorized by a Recipient-Subrecipient Agreement, so no action can be undertaken until the agreement has been finalized. Please review, complete and return the grant agreement you will receive from the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) containing specific information regarding your grant.

Thank you for your commitment to protect Georgia citizens and assets. I appreciate your efforts to ensure Georgia remains a safe place for us to live and raise our families. By working together, we can continue to be prepared for the challenges that may face us.

Sincerely,

  
Homer Bryson

HB:SH  
cc: Chief Lanier Swafford  
Dawson County Emergency Services

**GEORGIA EMERGENCY MANAGEMENT AGENCY  
HOMELAND SECURITY**

**NATHAN DEAL**  
GOVERNOR



**HOMER BRYSON**  
DIRECTOR

October 5, 2017

RE: GAN #EMW-2017-SS-00015-S01  
SHO17-027  
Dawson County Emergency Services

Honorable Billy Thurmond  
Chairman  
Dawson County Board of Commissioners  
25 Justice Way, Suite 2313  
Dawsonville, Georgia 30534

Dear Commissioner Thurmond:

It's my pleasure to award your agency with a FY2017 Homeland Security sub grant from the Department of Homeland Security (DHS). Enclosed is the Recipient-Subrecipient Agreement for funding awarded to your agency by the Georgia Emergency Management and Homeland Security Agency (GEMA/Homeland Security). This agreement governs the use of funding provided by DHS to help your agency to build and enhance capabilities to prevent, protect against, respond to, and recover from terrorist attacks, major disasters and other emergencies in accordance with the goals and objectives of the State Strategic Plan.

The amount of this agreement is \$12,750.00. You may not exceed in either quantity nor total dollar amount the items expressly approved for you to purchase, as shown on the accompanying detailed budget worksheet(s). The funds can only be applied to equipment found on the Authorized Equipment List (AEL), and as approved by your GEMA/Homeland Security Program Manager. **This grant award expires October 31, 2018. All program activities must be completed by this date. Extensions will be granted only under extraordinary circumstances.**

Attached to the Recipient-Subrecipient Agreement are Exhibits A through M. Please review all materials, and then return signed originals of the Recipient-Subrecipient Agreement along with **completed and signed** originals of Exhibits A - F to our office, Attention: Preparedness Grants Division, Post Office Box 18055, Atlanta, Georgia 30316 **by close of business November 15, 2017**. A copy of the fully executed agreement will be returned to you for your files. **Please note that program activities and equipment purchases cannot begin until both parties have signed this agreement.**

If you require further information as to the grantee package, please contact Lee Brown, Grant Unit Supervisor, at 404-635-7013. Thank you for your work on behalf of the citizens of Georgia.

Sincerely,

Joe McKinney  
Manager of Preparedness  
Grants and Programs

JM/SH  
Enclosures  
cc: Chief Lanier Swafford  
Dawson County Emergency Services

# GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

(AREAS SHADED GRAY ARE FOR GEMA/HS USE ONLY)

## DETAILED BUDGET WORKSHEET

*For use with HSGP: State Homeland Security Program, Urban Area Security Initiative; Non-Profit Security Grant Program*

Law Enforcement Terrorism Prevention Award? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	State on Behalf of Locals: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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<b>GAN#:</b> EMW-2017-SS-00015-S01	<b>Grant Number:</b> SHO17-027	<b>Revision#:</b>	<b>Area:</b> 6
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<b>DATE:</b> 3/8/2017	<b>SUBRECIPIENT NAME:</b> Dawson County Emergency Services	<b>FEID:</b> 58-6011882	<b>COUNTY:</b> Dawson
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<b>CONTRACT CONTACT:</b>	<b>NAME/TITLE:</b> Billy Thurmond/BOC Chairman	<b>ADDRESS:</b> 25 Justice Way, Suite 2313, Dawsonville, Ga. 30534
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	<b>PHONE:</b> 706-344-3501	<b>EMAIL:</b> <a href="mailto:chairman@dawsoncounty.org">chairman@dawsoncounty.org</a>
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<b>PROGRAM CONTACT:</b>	<b>NAME/TITLE:</b> Tim Satterfield/Deputy Chief	<b>ADDRESS:</b> 393 Memory Lane Dawsonville, Ga. 30534
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	<b>PHONE:</b> 678-776-5577	<b>EMAIL:</b> <a href="mailto:tsatterfield@dawsoncounty.org">tsatterfield@dawsoncounty.org</a>
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Specify the Investment Justification associated with the project to be funded. Choose one from the drop-down list below:

Investment Justification: 5. Sustain, Maintain, and Enhance Public Safety Response Teams Equipment

Specify Discipline on this line: Fire, Law Enforcement (LE), EMS, EMA, 911, Other. Choose one from the drop-down list below:

Discipline: Fire

### COST ESTIMATE

ITEM	CATEGORY	ITEM	AEL #	QUANTITY	UNIT PRICE	TOTAL COST
001	SAR	06CP-03-PRAC Equipment		5	\$250.00	\$ 1,250.00
002	SAR	03SR-04-DOGS Veterinary expenses		5	\$600.00	\$ 3,000.00
003	SAR	03SR-04- DOGS Food for K9's		5	\$700.00	\$ 3,500.00
004	SAR	03SR-04-DOGS Training for K9's and handlers		5	\$1,000.00	\$ 5,000.00
005						\$ -
006						\$ -
007						\$ -
008						\$ -
009						\$ -
010						\$ -
011						\$ -
012						\$ -
013						\$ -
014						\$ -
015						\$ -
016						\$ -
017						\$ -
018						\$ -
019						\$ -
020						\$ -
<b>GEMA/HS Program Manager:</b> Ronnie Register		<b>Program:</b> GSAR			<b>TOTAL</b>	<b>\$ 12,750.00</b>
<b>Prepared By:</b> Ronnie Register		<b>Title:</b> Fire Services Coordinator				

**Category - The above chart must indicate a category with each line. Choose one from the drop-down list.**

- |   |                                     |                                   |                         |
|---|-------------------------------------|-----------------------------------|-------------------------|
| 1. Personal Protective Equipment (PPE)        | 8. Decontamination (DECON)          | 15. Inspection and Screening (IS) | 22. Training (TRG)      |
| 2. EOD  | 9. Medical (MED)                    | 16. Animal and Plants (A&P)       | 23. Exercise (EX)       |
| 3. CBRNE Operational & Search & Rescue (SAR)  | 10. Power (POW)                     | 17. Watercraft (WC)               | 24. Planning (PLG)      |
| 4. Information Technology (IT)                | 11. CBRNE Reference Materials (REF) | 18. Aviation (AIR)                | 25. Citizen Corps (CCP) |
| 5. Cyber Security (CS)                        | 12. CBRNE Response Vehicles (VEH)   | 19. CBRNE Logistical Support (LS) |                         |
| 6. Interoperable Communications (Inter. Ops.) | 13. Terrorism Prevention (TP)       | 20. Intervention (INT)            |                         |
| 7. Detection (DET)                            | 14. Physical Security (PS)          | 21. Other Authorized (O)          |                         |



**FISCAL YEAR 2017  
HOMELAND SECURITY GRANT PROGRAM**

**AGREEMENT BETWEEN  
THE STATE OF GEORGIA  
GEORGIA EMERGENCY MANAGEMENT AND  
HOMELAND SECURITY AGENCY**

**AND**

**DAWSON COUNTY EMERGENCY SERVICES**

**GRANT NO: SHO17-027**

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), approved the application and awarded grant funding from the Fiscal Year (FY) 2017 Homeland Security Grant Program to the Georgia Emergency Management Agency and Homeland Security Agency (GEMA/HS) on behalf of the State of Georgia, in accordance with *The Homeland Security Act of 2002* (Public Law 107-296), *as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53). The Catalog of Federal Domestic Assistance (CFDA) number for this grant is 97.067.

GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as Recipient, has awarded the amount of **\$12,750.00** to **DAWSON COUNTY EMERGENCY SERVICES** as Subrecipient, in accordance with the Fiscal Year 2017 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP), and/or Urban Area Security Initiative (UASI).

Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Recipient. The individual designated to represent the State is **Homer Bryson, Authorized Recipient Official**. The State has designated **Mark Sexton** as the **Program Manager** of this program. The Subrecipient's Authorized Official has authority to legally bind the Subrecipient and will execute the interests and responsibilities of the Subrecipient. The Subrecipient's Authorized Official is the person whose name and signature appear on page twelve (12) of this agreement.

**PURPOSE:** The Subrecipient agrees to use allocated funds only as approved; to comply with the terms, conditions and guidelines, as stated within this agreement; and to request reimbursement only for expenditures made in accordance with the Approved Budget Worksheet (Exhibit L). Any modification to the Budget Worksheet must be requested in writing by the Subrecipient and must be approved by the Program Manager prior to the execution of that modification.

After all approved items on the approved Budget Worksheet have been reimbursed to the Subrecipient, this Subrecipient Agreement shall be terminated. Any remaining funds shall be forfeited by the Subrecipient, and deobligated and reallocated by GEMA/HS.

**PERIOD OF PERFORMANCE:** This Agreement shall become **effective** on October 1, 2017, or on the date when the Agreement has been signed by all parties and returned to GEMA/HS, whichever is later, and shall continue through October 31, 2018. No modifications to the Budget Worksheet can be made after the termination date, October 31, 2018, or when all funds have been used.

Spending of grant funds, may not commence until this Agreement is **effective**. The Subrecipient agrees that all purchases and expenditures authorized under this program must be completed by the effective end date. Extensions are at the discretion of GEMA/HS and will only be granted for cause when requested in writing at least 30 days prior to the end date of this Agreement.

**Caveat:** DHS/FEMA has reserved the right to change the FY17 HSGP grant; including shortening the performance period and/or grant end date. Any change in the grant and/or performance period of the FY17 HSGP award will be passed through to the Subrecipient by GEMA/HS.

**EXHIBITS:** Exhibits are attached or attainable via the internet and made a part of this agreement by reference:

- Exhibit A Standard Assurances – Standard Form 424B (Non-Construction) or Standard Form 424D (Construction), as applicable  
**(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
- Exhibit B National Incident Management System (NIMS) Compliance Form  
**(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
- Exhibit C Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements  
**(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
- Exhibit D Federal Financial Funding Accountability and Transparency Act (FFATA) form  
**(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
- Exhibit E Program Information Form  
**(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
- Exhibit F GEMA/HS Risk Assessment Survey  
**(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
- Exhibit G Payment Request Form (KEEP FOR REFERENCE)
- Exhibit H Quarterly Financial Status Report (FSR) Reporting Form (KEEP FOR REFERENCE)
- Exhibit I Tangible Property Report (KEEP FOR REFERENCE)
- Exhibit J Acknowledgment Form for Receipt of Goods or Services Paid for by the State on Behalf of Subrecipient (KEEP FOR REFERENCE)



- Exhibit K U.S. Department of Homeland Security, HSGP, Grant Agreement Number EMW-2017-SS-00015-S01, Agreement Articles (KEEP FOR REFERENCE)
- Exhibit L Approved Budget Worksheet(s) (KEEP FOR REFERENCE)
- Exhibit M DHS/FEMA Fiscal Year 2017 HSGP Notice of Funding Opportunity Announcement (DHS/FEMA NOFO), located\_at:  
  
[https://www.fema.gov/media-library-data/1496691855715-4d78d65ebb300900ce6c945931eff2c6/FY\\_2017\\_HSGP\\_NOFO\\_20170601v2014\\_605.pdf](https://www.fema.gov/media-library-data/1496691855715-4d78d65ebb300900ce6c945931eff2c6/FY_2017_HSGP_NOFO_20170601v2014_605.pdf)

**PURCHASES, REIMBURSEMENT, AND REPORTING REQUIREMENTS:**

- A. Purchasing:** Subrecipient must follow federal, state and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services. All spending or purchases must be made in accordance with the agreed spending plan as outlined in the Budget Worksheet (Exhibit L) and all equipment purchases must be in accordance with the Department of Homeland Security Authorized Equipment List (DHS/AEL) located on the internet at:  
  
<https://www.fema.gov/media-library/assets/documents/101566>
- B. Payment Request Forms:** Payments to the Subrecipients will be made only upon presentation of the approved Payment Request Form (Exhibit G). Reimbursements from invoices and applicable proof of payment (or other justifying documentation) will only be made for eligible equipment, materials, expenses, and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request Forms.
- C. State Purchases on behalf of Subrecipient:** GEMA/HS may, with the written consent of the Subrecipient, retain and expend grant funding on behalf of the Subrecipient. Before the State will make purchases on behalf of local jurisdictions, the Subrecipient must provide justification, receive approval from GEMA/HS and provide GEMA/HS with a Memorandum of Understanding authorizing GEMA/HS to expend these funds. If GEMA/HS does agree to retain and expend grant funding on behalf of the Subrecipient, the Subrecipient is required to submit documentation to verify receipt and acceptance of the goods or services on the Acknowledgment Form (Exhibit J) and provide any other documentation or information requested by GEMA/HS. If the Acknowledgment Form is not returned to GEMA/HS in a timely manner, the Subrecipient will be held accountable for payment to the vendor. The Subrecipient is still accountable for submitting the Quarterly Financial Status Reports (FSR) (Exhibit H) on a timely basis according to the guidelines in the section below.
- D. Quarterly Financial Status Report (FSR):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA/HS on a quarterly basis through the FSR, which is due within 30 days of the end of each calendar quarter. A copy of the FSR report form is attached as Exhibit H to this agreement.

The following reporting periods and due dates apply:

- |                  |                         |                |
|------------------|-------------------------|----------------|
| • First Quarter  | October 1 – December 31 | Due January 31 |
| • Second Quarter | January 1- March 31     | Due April 30   |

- Third Quarter                      April 1 – June 30                      Due July 31
- Fourth Quarter                      July 1 – September 30                      Due October 31

FAILURE TO HAVE A CURRENT FSR ON FILE AT GEMA/HS WILL RESULT IN WITHHOLDING OF REIMBURSEMENT UNTIL THE FSR IS RECEIVED.

**E. Biannual Strategy Implementation Reports (BSIR):** The Subrecipient shall complete and submit any other reports as requested by GEMA/HS and cooperate and assist GEMA/HS in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subrecipient shall submit information at the request of GEMA/HS to assist in the submission of the BSIR, and any other reports, as required

**F. Grant Closeout Report:** The Subrecipient shall submit a final program report detailing all accomplishments throughout the project with the final FSR. After both of these reports have been reviewed and approved by GEMA/HS, a Closeout Report will be generated indicating the project has closed and listing any remaining funds to be deobligated.

**MONITORING AND AUDITS:** The Subrecipient shall permit persons duly authorized by GEMA/HS access to inspect and copy all records, books papers, documents, facilities, goods, and services related to this Agreement, and to interview clients, employees, and subcontractors of the Subrecipient concerning the performance of this Agreement. If the Subrecipient fails to provide access to such materials, GEMA/HS may terminate this Agreement.

**LAWS, REGULATIONS, FINANCIAL AND ADMINISTRATIVE REQUIREMENTS, AND PROGRAM GUIDANCE:** The Subrecipient shall comply with all applicable federal and state laws, regulations, and financial and administrative requirements. A non-exclusive list of regulations is listed below. Code of Federal Regulations (CFR) sections may be accessed online at <http://www.ecfr.gov/>.

**A. Administrative Requirements**

2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

2 CFR Part 200, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

**B. Cost Principles**

2 CFR Part 200, Subpart E, Cost Principles for State, Local and Indian Tribal Governments

2 CFR Part 200, Subpart E, Cost Principles for Education Institutions

2 CFR Part 200, Subpart E, Cost Principles for Non-Profit Organizations

48 CFR 31.2, Federal Acquisition Regulations (FAR) Contracts with Commercial Organizations

**C. Organizational Audit Requirements:** The Subrecipient agrees to comply with the organizational audit requirements of 2 CFR Part 200, Subpart F, Audits of States, Local Governments, and Non-Profit Organizations.

Subrecipients that expend \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's (GAO's) Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybk01.htm>, and in accordance with 2 CFR §200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Subrecipients must submit the audit report to the State of Georgia, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 CFR Part 200, Subpart F, the Subrecipient shall provide GEMA/HS with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA/HS with this signed Agreement. The Subrecipient shall immediately notify GEMA/HS in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

- D. Selected Items of Cost:** The Subrecipient agrees to comply with the requirements of OMB 2 CFR Part 225, Selected Items of Cost. Physical inventories must be taken at least once every two years to ensure that assets received through this Agreement exist, and are in use. Governmental units will manage and maintain equipment in accordance with State laws and procedures.
- E. Data Universal Numbering System (DUNS) Number Requirement:** No entity may receive a subgrant under this award unless GEMA/HS has received the DUNS number for the prospective Subrecipient.
- F. Accounting System:** The Subrecipient agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the Subrecipient is managing federal and state financial assistance programs in compliance with all applicable laws and regulations
- G. Retention and Maintenance of Records:** The Subrecipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds. All such records must be retained by the Subrecipient for a minimum of three years from the date that the DHS closes the State of Georgia's 2017 HSGP grant. GEMA/HS will notify the Subrecipient in writing when the retention period begins.
- H. Withholding and Repayment of Funds:** In addition to any other remedies provided by law or the terms of this Agreement, if the Subrecipient fails to comply with any of the terms or conditions of this Agreement, including all exhibits hereto, or with any applicable federal or state law or regulation, GEMA/HS may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA/HS may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subrecipient. Specifically, without limitation, GEMA/HS will be entitled to payment from the Subrecipient for any funds paid by the State or that the State is responsible to pay on behalf of the Subrecipient for which GEMA/HS is unable to receive payment or required to repay due to the Subrecipient's failure to cooperate in providing the required documentation showing receipt of the goods or services, completing and returning the Acknowledgment Form to GEMA/HS in the

time required, purchasing of equipment in the time required, submitting request for reimbursement with complete supporting documents, or any other activity that GEMA/HS deems a failure by the Subrecipient under this Agreement.

**I. National Initiatives:**

1. The Subrecipient agrees to comply with all applicable terms and conditions of the FY 2017 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity Announcement (NOFO) (Exhibit M), including without limitation, adoption and implementation of the National Incident Management System (NIMS). Refer to NOFO, page 5, "NIMS Implementation section." Other NIMS resources are at the following locations:

<https://www.fema.gov/resource-management-mutual-aid>

<http://www.fema.gov/nims-doctrine-supporting-guides-tools>

2. In order to assure compliance with NIMS requirements, all terms and conditions of this agreement are predicated and conditional upon the Subrecipient's assurance by completing and signing the NIMS Compliance Form (Exhibit B) and returning the completed and signed form to GEMA/HS with the original signed Agreement.
3. The Subrecipient agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.
4. The Subrecipient agrees that any exercises conducted with grant funds will be managed and executed in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP). All exercises are to be planned, conducted, and evaluated with the implementation of improvement in accordance with the guidance from the HSEEP, available at <http://www.fema.gov/national-exercise-program>
  - a. Any exercises implemented with grant funds must be threat and performance-based and should evaluate performance of critical tasks required to respond to the exercise scenario.
  - b. All funded exercises are encouraged to be posted in the Multiyear Exercise Plan calendar, added to the National Exercise Schedule, located at <https://www.fema.gov/exercise> and must be preapproved by the GEMA/HS Exercise Program Manager.
  - c. The Subrecipient must report to the GEMA/HS Exercise Program Director prior to conducting scheduled exercises and provide the Program Director with an After Action Report (AAR) and Improvement Plan for each exercise conducted within 90 days following completion of the exercise in accordance with the FY17 HSGP DHS/FEMA NOFO (Exhibit M, page 40).
  - d. Exercises conducted using HSGP funding must be NIMS compliant, as defined by the current NIMS compliance matrices. Further information is available on the NIMS Integration Center Web site at <http://www.fema.gov/national-incident-management-system>.

5. The Subrecipient agrees to coordinate with GEMA/HS to maintain and update the Threat and Hazard Identification and Risk Assessment (THIRA) and agrees to provide GEMA/HS any information and access to records upon request.

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA):** All new subawards under this grant of \$25,000 or more are subject to FFATA reporting requirements. The Subrecipient is responsible for providing any information requested by GEMA/HS to complete the required report.

- A. Unless exempt, the Subrecipient shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:
  1. In the Subrecipient's preceding fiscal year, the Subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 61104 of the Internal Revenue Code of 1986.
  3. Additional information regarding the FFATA requirements can be found at <http://www.fema.gov/pdf/government/grant/bulletins/info350.pdf>, [www.USAspending.gov](http://www.USAspending.gov), and [www.fsr.gov](http://www.fsr.gov)

**SPECIAL CONDITIONS:**

- A. The Subrecipient agrees to use all grant funding awarded from the Fiscal Year 2017 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the findings of State Preparedness Report, including goals and objectives, and any Urban Areas Security Initiative strategies.
- B. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2017 HSGP DHS/FEMA NOFO (Exhibit M), and to comply with all DHS/FEMA requirements and cooperate with GEMA/HS to comply with federal and state requirements related to the grant funding.
- C. The Subrecipient understands and agrees that any allocations and use of grant funding must support and may only be used to fund the investments identified in the Fiscal Year 2017 HSGP grant application submitted by GEMA/HS to DHS/FEMA and to use grant funding only for projects pre-approved by GEMA/HS.
- D. The Subrecipient agrees to comply with the FY 2017 Homeland Security Grant Program Agreement Articles, included with this agreement as Exhibit K. References in the exhibit to "recipient" apply to the Subrecipient's requirements as subrecipient. The Subrecipient agrees to sign and comply with the terms and conditions of GEMA/HS's Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of weapons of mass destruction or other event, as determined by GEMA/HS. The Subrecipient shall sign any other Mutual Aid Agreements GEMA/HS or DHS/FEMA shall deem necessary in order to assure the Subrecipient will fulfill its obligations to render mutual aid.

- E. Any Subrecipient receiving funding for purposes of explosive ordnance disposal (EOD) agrees to contact the Georgia Bureau of Investigation (GBI) by telephone immediately whenever responding outside of its jurisdiction.
- F. The Subrecipient will maintain an inventory of all grant funded equipment and provide a copy to GEMA/HS at the end of the grant performance period. The Subrecipient will submit an updated inventory every year thereafter or as equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. GEMA/HS must be given a written disposition plan for any equipment that has a value of \$5,000 or more at the end of its useful life. Non-Supplanting Requirement: The Subrecipient agrees that federal grant funds received under this award will not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or Recipients may be required to demonstrate if a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purposes.
- G. The Subrecipient agrees to cooperate with any assessments, national evaluation efforts, requests for information or data collection, including, but not limited to, the provision of any information regarding any activities within this agreement that may be required for the assessment or evaluation.
- H. Federal funds under this grant program are provided through reimbursement of all eligible expenditures. The Subrecipient shall follow procurement standards as stated in federal and state laws and regulations.
- I. Sole Source Procurement: The Subrecipient's procurement procedures and regulations must conform to federal procurement laws and standards. All procurement transactions without regard to dollar value, whether negotiated or through competitive bid process shall be conducted in such a manner as to provide maximum open and free competition.
- J. Should the Subrecipient elect to award a non-competitive proposal, justification must be provided and include a description of the program and why it is necessary to enter into non-competitive agreement. All sole-source procurements as defined in 2 CFR §200.320(f) must receive prior written approval from GEMA/HS.
- K. The Subrecipient understands and agrees that compensation for individual consultant services is to be reasonable and consistent and should represent fair market value for services. Time and effort reports for consultant services are required, and competitive bidding is encouraged, as explained in 2 CFR §200.317-326.
- L. The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of GEMA/HS and DHS.
- M. No elected or appointed official or employee of the Subrecipient shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.
- N. If the Subrecipient is found to be in violation of any of the conditions of this agreement, including any exhibits hereto, or of applicable federal and state laws or regulations, in addition to any other

recourse available, GEMA/HS shall notify the Subrecipient that additional funds in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA/HS. In addition, GEMA/HS may withhold or require repayment of any portion of the financial award which has been or is to be made available to the Subrecipient, or retained and obligated or expended on behalf of the Subrecipient, for other projects under this program until adequate corrective action is taken.

- O. The Subrecipient understands and agrees that for any copyrightable work based on or containing data first produced under this Agreement, the Subrecipient shall grant the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes on all such copyrighted works. The Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgement of government sponsorship, including the grant award number, to any work first produced under this grant award.

P. Environmental Historical Preservation (EHP)

1. The Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA or GEMA/HS to ensure compliance with applicable laws and regulations, including: Federal EHP regulations, laws and Executive Orders; National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval from FEMA, through GEMA/HS, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of facilities. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that require specific documentation of compliance with federal laws and/or regulations.
2. The Subrecipient shall provide any information requested by GEMA/HS or FEMA to ensure compliance with applicable federal EHP requirements. Any change to the approved project or scope of work will require re-evaluation for EHP compliance. If ground disturbing activities may occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance, and, if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify GEMA/HS, and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.
3. The Subrecipient shall not undertake any project using HSGP funding to which the National Environmental Policy Act (NEPA) requirements are applicable without first obtaining written approval from FEMA, through GEMA/HS. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that require specific documentation of NEPA compliance. Any construction activities initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for HSGP funding.

For more information regarding FEMA's EHP requirements, the Subrecipient should refer to the DHS/FEMA FY17 NOFO (Exhibit M) and FEMA's Information Bulletins 329, 345, 356, 371, and 404 available on the internet at <http://www.fema.gov/grant-programs-directorate-information-bulletins>

- Q. The Subrecipient agrees to cooperate with GEMA/HS in assuring that any training using HSGP funds is reported through the Training Information Reporting System ("Web-Forms") located at <https://www.firstrespondertraining.gov/admin/main.jsp>
- R. The Subrecipient agrees that funds from the FY 2017 HSGP utilized to establish or enhance state and local fusion centers will be used in compliance with the requirements and restrictions in the DHS/FEMA NOFO (Exhibit M), pages 39-40 and with FEMA's Information Bulletins 281 and 288. Specifically without limitation, the Subrecipient receiving funding to be used for costs related to a fusion center agree to comply with the following:
1. To use such funds to support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's *Baseline Capabilities for State and Major Urban Area Fusion Centers*, a supplement to the Fusion Center Guidelines, located at <http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf>
  2. To use such funds to support achievement of baseline levels of capability as defined in the fusion capability planning tool.
  3. The Subrecipient shall provide GEMA/HS with certification stating that the Subrecipient will assume responsibility for supporting the costs of any hired analysts following the three-year federal funding period or the termination of the Subrecipient Agreement, whichever occurs first.
  4. The Subrecipient shall provide GEMA/HS with certificates of completion of training for each intelligence analyst hired with grant funding to enable information/intelligence sharing capabilities in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States*, as required under the DHS/FEMA FY17 NOFO (Exhibit M) and Information Bulletin 288.
  5. All Subrecipients leveraging FY 2017 HSGP funds in support of information sharing and intelligence fusion and analysis centers must leverage available federal information sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN) and comply with 28 CFR 23.
- S. Any Subrecipient receiving HSGP grant funding for purchasing or upgrading a mobile communication vehicle (MCV), equipment for an MCV, or other MCV related costs, agrees to comply with the following requirements:
1. Each agency receiving an MCV funded with HSGP funding will be required to participate with the MCV in at least one regional GEMA/HS sponsored MCV exercise annually and at least one GEMA/HS sponsored statewide MCV exercise biennially. Any agency who cannot meet this compliance requirement due to an unforeseen event in any year must request approval from GEMA/HS, providing a reasonable justification for failing to remain in compliance.
  2. Each agency receiving an HSGP funded MCV will provide GEMA/HS with updated vehicle equipment capability and inventory data as requested.



T. In the event that the Subrecipient uses subcontractors or contractors, the Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable Federal and State laws.

U. The Subrecipient understands that any public contracts and subcontracts funded by the HSGP must comply with the requirements of O.C.G.A. §13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program. The Subrecipient shall utilize the U.S. DHS E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

**CHANGES TO AGREEMENT:** The Subrecipient understands and agrees that, in addition to the provisions in the "Termination" section below, GEMA/HS shall have the right to make unilateral changes, cancel or terminate this agreement in the event that FEMA and/or DHS makes changes to the FY17 HSGP grant awarded to GEMA/HS. With the exception of termination or changes included in this agreement, there shall be no other changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

**EMPLOYMENT:** The employment of unauthorized aliens by the Subrecipient Agency is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient Agency knowingly employs unauthorized aliens, such violation shall cause the unilateral cancellation of the Agreement. Any services performed by any such unauthorized aliens shall not be paid.

The Subrecipient Agency shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

**TERMINATION:** This agreement may be terminated for any or all of the following reasons:

- A. Cause/Default: This agreement may be terminated for cause, in whole or in part, at any time by the State of Georgia for failure of the Subrecipient to perform any of the provisions or to comply with any of the terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subrecipient will be required to submit the final invoice no later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel outstanding obligations, as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.
- B. Notwithstanding and without waiving any other remedies available for the Subrecipient's failure to comply with the terms and conditions of this agreement, if the Subrecipient fails to meet its obligations, voluntarily or otherwise, as part of a GEMA/HS program, GEMA/HS will have the right, privilege and option to immediately terminate this Agreement. Failure to exercise the right of termination for previous occurrences or omissions will not act as a waiver for future noncompliance by the Subrecipient. Should GEMA/HS exercise the right, privilege and option to terminate this Agreement, the Subrecipient shall immediately transfer ownership of any HSGP grant funded vehicle(s) and related equipment purchased under this agreement to GEMA/HS or to whomever GEMA/HS shall designate, including the transfer of title, tag and related documents, and shall deliver and turn over possession and title of said vehicle(s) and related equipment, without cost, as directed by GEMA/HS.

- C. Convenience: This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to all other parties at least 30 days prior to the effective date of cancellation or termination.
- D. Non-Availability of Funding: Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist, in the event the sum of all obligations of GEMA/HS incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA/HS. The certification by the Director of GEMA/HS of the occurrence of either of the events stated above shall be conclusive.

IN WITNESS WHEREOF, the **GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY** and **DAWSON COUNTY EMERGENCY SERVICES** have executed this Agreement:

GEORGIA EMERGENCY MANAGEMENT AND  
HOMELAND SECURITY AGENCY

SUBRECIPIENT

*J. Mark Sexton*  
Signature

\_\_\_\_\_  
Signature, Authorizing or Highest Official

Mark Sexton, Assistant Director

\_\_\_\_\_  
Printed Name and Title of Signatory

\_\_\_\_\_  
Printed Name and Title of Signatory

10 / 05 / 2017  
Date of Signature

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Date of Signature

\_\_\_\_\_  
Agency FEID (XX-XXXXXXX)

\_\_\_\_\_  
Agency DUNS Number (XXXXXXXXXX)

**Backup material for agenda item:**

2. Consideration of SPLOST VI Apparatus Replacement Proposal



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Emergency Services

Work Session: 26 October 2017

Prepared By: Lanier Swafford

Voting Session: 2 November 2017

Presenter: Lanier Swafford

Public Hearing: Yes \_\_\_\_\_ No X

Agenda Item Title: SPLOST 6 Apparatus Replacement Proposal

**Background Information:**

Dawson County Emergency Services budgeted to replace Engine 7 during the 2018 budget proposals. Engine 7 the highest hours and mileage engine in our fleet and in the last year alone repair cost approached \$10,000.00. During annual pump testing earlier this month a catastrophic failure occurred within the pump. Estimates to repair approach \$15,000.00. Options of repair, purchasing used or purchasing new were explored by senior staff, who decided the best option was

**Current Information:**

The BOC approved Cooperative Purchasing within the updated Purchasing Policy Ordinance on February 2, 2017. Fire and Purchasing worked from the Florida Sheriff's Association Contract #FSA16-VEF12.0 through Ten-8 (contracted vendor for Pierce) in obtaining pricing for two different pumper truck models. The maximum cost is \$75,034.06 per year for seven years. Currently a demo model exists with 5,000 miles. If approved by the BOC to make this purchase, I will work with

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
SPLOST 6	Fire	324-3500-542200	1.75 million	1.35 million	75,034.06 for 7 years or \$505,945.00	844,055.00

Recommendation/Motion: Motion to approve the lease purchase plan with Ten 8 Fire and Emergency Equipment, with funding provided through BB&T as presented with a maximum annual payment for seven years, not to exceed \$75,035.00 at an interest rate of 2.44% with the first payment not due until 12 months after delivery and no delivery will be accepted prior to 2 January 2018.

Department Head Authorization: Lanier Swafford

Date: 17 Oct. 2017

Finance Dept. Authorization: Vickie Neikirk

Date: 10/19/2017

County Manager Authorization: DH

Date: 10/19/2017

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

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

**Comments/Attachments:**

Application is attached.

**MEMORANDUM**

**TO:** Dave Headley  
Vickie Neikirk  
David McKee  
Lanier Swafford  
Melissa Hawk

**FROM:** M. L. Frey III

**DATE:** October 4, 2017

**RE:** SPLOST VI Acquisition of Fire Engine

To follow up on the discussion we were having this morning, I wanted to let you know that I have checked to see if ACCG had anything new on the SPLOST issue of procurement by way of a lease purchase agreement. I discovered there is a new version of the guidebook David had from 2013, the new one being a 2016 Sixth Edition in case you want to download it. The meat of the guidebook section on our question has not changed and their comment remains that lease purchase agreements are a common way to finance SPLOST projects.

I've looked at the case the guidebook cites, Bauerband v. Jackson County, a Georgia Supreme Court case decided in 2004, where the county had entered a lease purchase agreement to finance and construct a new courthouse through ACCG (though it is not a SPLOST case per se). Citizens challenged the arrangement on grounds that it violated the prohibition on incurring debt without a referendum and violated the prohibition on one governing authority binding its successor. The Supreme Court upheld the authority to enter such an arrangement under OCGA §36-60-13, noting that the obligation was not considered "debt" for purposes of the prohibition, and that the successor board was free to terminate the lease even though it might leave them scrambling for new quarters for its courts. I checked to make sure the case had not been overruled or modified (it had not) and also checked annotations to the lease purchase statute to be sure there were no changes to it or negative treatments in court decisions (there were not).

My view is that it is appropriate to move ahead with the discussion Lanier has been having with the vendor so that Melissa can firm up the details. Once that is done it can be put on an agenda for presentation to, and consideration by, the Board of Commissioners.

Please advise of anything I can do to assist in the handling of all this.

MLF

## Tax Exempt Lease Purchase

10/12/2017

<b>SALES ORGANIZATION:</b>	Ten-8 – Guy Binion	Contact information:
<b>LESSEE:</b>	Dawson County	Michele Zitko
<b>TYPE OF EQUIPMENT:</b>	(1) Pierce Saber Pumper	Locator: B4-B230-05-07
<b>EQUIPMENT COST:</b>	\$460,000.00 (includes equipment)	155 East Broad St
<b>CUSTOMER DOWNPAYMENT:</b>	\$0.00	Columbus, OH 43215
<b>TRADE-IN:</b>	\$0.00	Ph: (800) 820-9041 ext. 2
<b>DELIVERY TIME:</b>	November 2017	Fax: (866) 221-7894
<b>PAYMENT MODE:</b>	Annual In Arrears	michele.zitko@pnc.com
<b>FIRST PAYMENT DUE DATE:</b>	1 Year After Lease Commencement	
<b>LEASE COMMENCEMENT DATE:</b>	Upon contract signing with Pierce	

Term	2 years	4 years	7 years
Number of Payments	2 Annual	4 Annual	7 Annual
Payment Amount	\$240,505.50	\$124,137.38	\$75,034.06

**NOTE:** All lease documents must be fully executed within 14 days of the date of this proposal. Failure to receive completed documents may alter the final payment schedule due to changes in rates and/or discounts.

**PERFORMANCE BOND:** To utilize the prepay program, a performance bond is required. Said performance bond shall be paid for directly to Pierce Manufacturing or financed by PNC Equipment Finance as part of the transaction

**ESCROW FUNDING OPTION:** At lease closing, if all of the equipment has not yet been delivered, Lessor will fund an escrow account from which disbursements will be made to the equipment provider(s) upon receipt of a Requisition Request and Certificate of Acceptance from Lessee. Escrow agent will either be Lessor or third-party provider selected by Lessor and approved by Lessee. All escrow earnings will be for the benefit of Lessee. The escrow agent will assess a \$250.00 account set up fee payable at closing.

**TYPE OF FINANCING:** Tax-exempt Lease Purchase Agreement with a \$1.00 buy out option at end of lease term. Said agreement shall be a net lease arrangement whereby lessee is responsible for all costs of operation, maintenance, insurance, and taxes.

**BANK QUALIFICATION:** This proposal assumes that the lessee will not be issuing more than \$10 million in tax-exempt debt this calendar year. Furthermore, it is assumed that the lessee will designate this issue as a qualified tax-exempt obligation per the tax act of 1986.

**LEGAL TITLE:** Legal title to the equipment during the lease term shall vest in the lessee, with PNC Equipment Finance perfecting a first security interest

**AUTHORIZED SIGNORS:** The lessee's governing board shall provide PNC Equipment Finance with its resolution or ordinance authorizing this agreement and shall designate the individual(s) to execute all necessary documents used therein.

**LEGAL OPINION:** The lessee's counsel shall furnish PNC Equipment Finance with an opinion covering this transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to PNC Equipment Finance.

**VOLUNTEER FIRE DEPARTMENTS:** If Lessee is a Volunteer Fire Department, a public hearing under the requirements of Section 147(f) of the Internal Revenue Code of 1986 shall be conducted to authorize this transaction. It is recommended that a notice of the public hearing be published 10 to 14 days in advance of the public hearing.

This proposal will be valid for **fourteen (14) days** from the above date and is subject to final credit approval by PNC Equipment Finance and approval of the lease documents in PNC Equipment Finance's sole discretion. To render a credit decision, lessee shall provide PNC Equipment Finance with their most recent two years' audited financial statements, copy of their most recent interim financial statement, and current budget.

**FIRE ENGINE FINANCING OPTIONS  
OCTOBER 2017**

<u>Bank</u>	<u>Term</u>	<u>Rate</u>	<u>First Payment Due</u>	<u>Total Interest</u>	<u>Principal</u>	<u>Fees</u>	<u>Total Cost</u>
BB&T	4 years	2.17%	11/10/2018	25,222.84	460,000.00		\$ 485,222.84
	7 years	2.44%	11/10/2018	45,944.78	460,000.00		\$ 505,944.78
Regions	6 years	2.2341%	12 months	36,632.10	460,000.00		\$ 496,632.10
United Community *estimated rates	4 years	2.00%	11/1/2018	23,227.70	460,000.00	TBD	\$ 483,227.70
	7 years	2.50%	11/1/2018	47,135.28	460,000.00	attorney fee would apply	\$ 507,135.28
Wells Fargo	4 years	no response			460,000.00		\$ 460,000.00
	7 years				460,000.00		\$ 460,000.00
Ten 8 (PNC Bank)	2 years	3.03%	11/1/2018	21,011.00	460,000.00		\$ 481,011.00
	4 years	3.13%	11/1/2018	36,549.52	460,000.00		\$ 496,549.52
	7 years	3.43%	11/1/2018	65,238.42	460,000.00		\$ 525,238.42
Bank of the Ozarks	1 year	2.27%	11/1/2018			\$ 500.00	
	4 years	2.45%	11/1/2018	28,515.93	460,000.00	\$ 500.00	\$ 489,015.93
	7 years	2.71%	11/1/2018	51,196.54	460,000.00	\$ 500.00	\$ 511,696.54

**Backup material for agenda item:**

3. Consideration of Second Surplus Asset Disposal List





## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Fleet

Work Session: 10/26/2017

Prepared By: Shannon Harben \_\_\_\_\_

Voting Session: 11/2/2017 \_\_\_\_\_

Presenter: Shannon Harben

Public Hearing: Yes \_\_\_\_\_ No  X

Agenda Item Title: Surplus Asset Disposal 2

**Background Information:**

Vehicles were identified as exceeding service life. These vehicles were replaced when a batch of new vehicles were purchased by Dawson County BOC and the Sheriff's Office in 2017. The vehicles exceeding service life now need to be disposed of.

**Current Information:**

Fleet is asking for the Board of Commissioners to approve the disposal of the listed surplus assets listed (list is attached). This is the 2<sup>nd</sup> surplus list approval for 2017.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: To dispose of surplus assets

Department Head Authorization: Shannon Harben

Date: 10/13/2017

Finance Dept. Authorization: Vickie Neikirk

Date: 10/19/2017

County Manager Authorization: DH

Date: 10/19/2017

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

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

**Comments/Attachments:**

Attached are a power point presentation and current surplus asset list.

**2017 Surplus Sales List #2**

Year	Make	Model	Miles	Vin #	Notes
2003	Ford	Crown Victoria	234,581	2FAFP71W73X198220,	Runs and drives.
2006	Ford	Crown Victoria	200,000	2FAFP71W26X118925	Runs and drives, odometer does not work.
2008	Ford	Expedition	185,000	1FMFU16598LA47217	There is deer damage on the front grill, some dents and dings are on the body, transmission is failing, has 4 good tires.
2004	Ford	F-150	183,347	1FTPW145X4KC35220	There are holes in the fenders from light removal, clear coat on the body is peeling and there is a dent in the right lower doors.
2003	Ford	Crown Victoria	181,413	2FAFP71W93X198218	Electrical issue, and the harness shorted in rear of the car.
2008	Ford	Crown Victoria	175,000	2FAFP71V88X144097	Odometer does not operate and left front window switch is missing.
2003	Ford	Crown Victoria	151,645	2FAFP71WO3X104890	Running, driving when parked.
2001	Ford	Ranger	137,112	1FTYR11U61PA34808	Runs and drives. There is some paint peeling.
1998	Jeep	Cherokee	135,000	1J4FJ28S1WL130170	Runs and drives, has miss in cylinder # 5 and has signs of leaking in the head gasket.
2006	Ford	Taurus	130,000	1FAFP53U76A212342	Transmission is acting up, shifting hard and blowing fluid out.
1986	Chevrolet	Blazer	75,000	1G8E1HJ8J2T198059	Diesel engine is low on compression/failing, the body has some dents and dings.
	Manitowoc	Q270	n/a	n/a	ice machine for parts
	Misc obsolete parts				disguarded car cages, old radios, and such equipment.

# Presentation of Surplus Asset Disposal

## 2



# Presentation of Surplus Asset Disposal

## 2

- Current surplus assets were accumulated from 2017 vehicle purchases by Dawson County and Dawson County Sheriff's Office.
- Some assets are obtained from department surplus no longer needed or that are obsolete, but still retain value to others who may need parts. For example, some obsolete items are cages from Ford Crown Victoria police cars. Crown Victoria's are no longer in production and they are being phased out of our Fleet. We have excess cages, but they are no longer any use to us.

# Presentation of Surplus Asset Disposal

## 2

- Surplus assets for disposal:
  - ❑ 11- total passenger cars and trucks
  - ❑ 1- ice maker for parts
  - ❑ 1- lot of surplus items/parts, cages, discarded engine parts
  - ❑ 1-lot of failed and/or old technology radio/lighting equipment

# Presentation of Surplus Asset Disposal

## 2

<b>2017 Surplus Sales List #2</b>				
Year	Make	Model	Miles	Vin #
2003	Ford	Crown Victoria	234,581	2FAFP71W73X198220,
2006	Ford	Crown Victoria	200,000	2FAFP71W26X118925
2008	Ford	Expedition	185,000	1FMFU16598LA47217
2004	Ford	F-150	183,347	1FTPW145X4KC35220
2003	Ford	Crown Victoria	181,413	2FAFP71W93X198218
2008	Ford	Crown Victoria	175,000	2FAFP71V88X144097
2003	Ford	Crown Victoria	151,645	2FAFP71WO3X104890
2001	Ford	Ranger	137,112	1FTYR11U61PA34808
1998	Jeep	Cherokee	135,000	1J4FJ28S1WL130170
2006	Ford	Taurus	130,000	1FAFP53U76A212342
1986	Chevrolet	Blazer	75,000	1G8E1HJ8J2T198059
	Manitowoc	Q270	n/a	n/a
	Misc obsolete parts			

# Presentation of Surplus Asset Disposal

## 2

- Staff respectfully ask the Board of Commissioners for approval to dispose of the current surplus assets.

QUESTIONS???



**Backup material for agenda item:**

4. Consideration of IFB #300-17 Tires for Dawson County Equipment/Vehicles



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Fleet Maintenance

Work Session: 10/26/17

Prepared By: Melissa Hawk/ Shannon Harben

Voting Session: 11/2/17

Presenter: Shannon Harben/Melissa Hawk

Public Hearing: Yes  No

Agenda Item Title: IFB #300-17 Tires for Dawson County Equipment and Vehicles Award

Background Information:

The Dawson County Purchasing Policy Ordinance mandates sealed solicitations are released for products and services received annually of \$25,000 and greater. The Dawson County Fleet Maintenance has expensed an average of \$61,323.97 annually on tires for equipment and vehicles. A contract was approved effective August 21, 2014. All renewals have been exhausted; therefore, an Invitation for Bids for tires was released on September 11, 2017.

Current Information:

The IFB document contained 28 of the most commonly purchased tires by the Dawson County Fleet Department. 6 responses were received; request to award to 4 vendors based on durability, experience and need of each tire submitted.

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

**Tires Cos of Goods Sold - 2018**

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
615	4910	531526			\$70,500.00	

Recommendation/Motion: To accept prices received IFB #300-17 Tires for Dawson County Equipment and Vehicles and to award a contract to xxx and xxx as submitted to begin January 1, 2018.

Department Head Authorization: Shannon Harben

Date: 10/13/17

Finance Dept. Authorization: Vickie Neikirk

Date: 10/17/2017

County Manager Authorization: DH

Date: 10/17/2017

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

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

Comments/Attachments:

Power Point Presentation, Color Coded Award Tabulation Sheet

#300-17 Tires for Dawson County Equipment/Vehicles

Bid Tabulation Sheet

Bid Open Date: 9/26/2017

ITEM	DESCRIPTION	UNIT OF MEASURE
<b>TRAILER TIRES</b>		
1	205/75R14 Power King TL Premium 6ply	EA
2	235/75R17.5 Sumitomo ST727 20ply	EA
3	235/85R16 Hercules H-901 Commercial LT 14ply	EA
<b>PASSENGER/LIGHT TRUCK TIRES</b>		
4	225/60/16 Goodyear RSA	EA
5	235/55/17 Goodyear RSA	EA
6	225/60/18 Goodyear RSA	EA

Jim Whitehead's Best-One Tire		Southern
COST	VENDOR MODEL/BRAND /PART NUMBER	COST
No Bid	No Bid	\$42.00
No Bid	No Bid	\$295.00
No Bid	No Bid	\$92.66
No Bid	No Bid	\$97.00
No Bid	No Bid	\$111.00
No Bid	No Bid	\$129.00

7	245/55/18 Goodyear RSA	EA	No Bid	No Bid	\$130.00
8	235/70/16 Kumho Crugen HT 51	EA	No Bid	No Bid	\$103.00
9	255/70/16 Kumho Crugen HT 51	EA	No Bid	No Bid	\$114.00
10	225/75/16 BF Goodrich Commercial T/A 10ply	EA	No Bid	No Bid	\$109.00
11	235/85/16 Goodyear Trail Runner A/T 10ply	EA	No Bid	No Bid	\$115.00
12	265/70/17 Goodyear Trail Runner A/T	EA	No Bid	No Bid	\$131.00
13	265/70/17 Continental Conti Cross Contact LX20 black wall	EA	No Bid	No Bid	\$135.00
14	275/65/18 Goodyear Trail Runner A/T 10ply	EA	No Bid	No Bid	\$142.00
15	275/70/18 Goodyear Trail Runner A/T 10ply	EA	No Bid	No Bid	\$71.00
<b>HEAVY TRUCK TIRES</b>					

16	225/70/19.5 Toyo M143 14ply Load G	EA	No Response	No Response	\$215.00
17	225/70/19.5 Bridgestone M729F 14ply A/T	EA	\$313.29	227023	\$295.00
18	11R22.5 Firestone 561 Steer 16ply	EA	\$319.50	248324	\$304.00
19	11R22.5 Firestone FD663 Traction 16ply	EA	\$343.00	211206	\$328.00
20	11R24.5 Firestone 561 Steer 16ply	EA	\$336.00	248375	\$321.00
21	11R24.5 Firestone FD663 Traction 16ply	EA	\$361.50	293733	\$346.00
22	12R22.5 Bridgestone M799 Traction 16 ply	EA	\$551.49	233602	\$533.00
23	315/80R22.5 Bridgestone M860A steer 20ply	EA	\$431.73	244329	\$413.00

24	425/65/22.5 Goodyear G296 MSA 20ply	EA	No Response	No Response	\$461.00
<b>EQUIPMENT TIRES</b>					
25	14.00R24 Bridgestone VKT Grader Tire	EA	No Bid	No Bid	\$975.00
26	18.4R34 BKT TR-135 8ply	EA	\$1,054.00	263354	\$569.00
27	480/80R38 Nokian TRI 2	EA	No Bid	No Bid	\$1,784.00
28	440/80R24 Nokian TRI 2	EA	No Bid	No Bid	\$1,071.00
29	Bidder's Delivery Fee		No Delivery Fee		No D
30	Discount Percentage of Non-Contract Tires	EA	No Response		See Atta Breakd
31	Bidder's Order Processing Delivery Time		24-48 or as needed		4
32	Proposed Delivery Schedule - attach if needed		once/week or as needed		4
<b>PLEASE CIRCLE THE APPROPRIATE ANSWER</b>					
33	Bidder has ability to order online?	Yes/No	No		Yes
34	Bidder will accept credit card payment?	Yes/No	Yes		

35	Bidder will accept invoice payment of net 30 days?	Yes/No

Yes


Awarded To: Not awarded at this time.

Award Date:

**Bid Under Review**

NOTE - STS  
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 spreadst

1 Tire Mart, LLC	Atlanta Commercial Tire		NexTire Commercial, INC		BestDrive HTG Group		Goodyear Cc Servic
VENDOR MODEL/BRAND /PART NUMBER	COST	VENDOR MODEL/BRAND /PART NUMBER	COST	VENDOR MODEL/BRAND /PART NUMBER	COST	VENDOR MODEL/BRA ND /PART NUMBER	COST
Power King #PK38320754C	No Response	No Response	\$49.00	As Spec or Carlisle 6 ply 6H04551	\$45.95	As Spec	\$96.25
Toyo #520540 M1430	No Response	No Response	No Bid	No Bid	\$189.44	As Spec	\$300.00
Gladiator QR-25 #GL1942003865	No Response	No Response	\$139.00	91212	\$109.09	Sailon 637	\$222.36
Firestone Firehawk PV41 #067911	No Response	No Response	\$86.00	732354500	\$93.98	As Spec	\$90.00
Firestone Firehawk GTZ Pursuit #003874	No Response	No Response	\$101.00	732002500	\$112.27	As Spec	\$105.00
Firestone Firehawk PVS #077376	No Response	No Response	\$107.00	732312500	\$111.38	As Spec	\$111.27



Firestone Firehawk GTZ Pursuit #000177	No Response	No Response	\$119.00	732026500	\$130.41	As Spec	\$123.00
Firestone Destination LE 2 #097759	No Response	No Response	\$107.00	As Spec	\$101.74	General Grabber HTS	\$107.50
Firestone Destintion LE 2 #097844	\$114.11	Dest LE 2/FST/ #097844	\$99.00	2183143	\$102.00	General Grabber HTS	\$115.63
Firestone Transforce HT #189752	\$114.34	Trans AT/FST/ #0189667	\$108.00	As Spec	\$112.00	General Grabber HD	\$110.00
Firestone Transforce AT 2 #000179	\$119.96	Trans AT/FST/ #0189633	\$114.00	742745681	\$132.85	General Grabber AT	\$116.00
Firestone Destination AT#026784	\$137.39	Trans AT 2/FST/ #000187	\$134.00	742661681	\$166.61	General Grabber AT	\$136.00
Bridgestone Dueler H/L Alenza Plus #000439	\$112.82	Dest LE 2/FST/ #097912	\$139.00	15490900000	\$133.00	As Spec	\$136.00
Firestone Transforce AT 2 #000190	\$149.70	Trans AT 2/FST/ #000190	\$146.00	742965680	\$181.05	General Grabber AT	\$149.00
Firestone Transforce AT 2 #000189	\$186.81	Trans AT 2/FST/ #000189	\$153.00	74246680	\$172.09	General Grabber AT	\$156.00

Firestone FS560 Plus #227057	\$232.14	FS561/FST/ #248426	\$229.00	As Spec or Goodyear G 0647RSS/ #139172053	\$190.00	Continental H53 Hyrbid	\$209.56
Bridgestone M729F #227023	\$312.29	M729/BST/ #227023	\$233.00	As Spec or Goodyear G G622 #139172205	\$232.00	Continental HD3 Hyrbird	\$236.15
Firestone FS561 #248324	\$291.68	561/FST/ #248324	\$285.00	As Spec	\$265.00	General RA	\$289.00
Firestone FD663 #211206	\$333.62	663/FST/ #211206	\$295.00	As Spec	\$275.00	General RD	\$300.00
Firestone FS561 #248375	\$309.50	561/FST/ #248375	\$305.00	As Spec	\$309.00	General RA	\$310.00
Firestone FD663 #293733	\$353.10	663/FST/ #293733	\$325.00	As Spec	\$339.00	General RD	\$330.00
Bridgestone M799 #233602	\$550.49	M725/BST/ #233602	\$390.00	As Spec	\$449.00	Continental HDR 2	\$405.00
Bridgestone M860A #244329	\$431.73	M860/BST/ #001741	\$392.00	As Spec or Goodyear G28966H #756141613	\$359.00	Continental HA3	\$407.08

Firestone FS818 #241235	\$703.52	M860/BST/ #001741	\$475.00	As Spec	\$595.00	Continental HTC-1	\$485.00
Bridgestone VKT #263354	\$1,938.51	BST/VKT/ #188205	\$1,100.00	As Spec or Goodyear G-2 #152712409	X	No Bid	\$1,100.00
BKT #94003839	\$570.00	BKT/TR	No Bid	No Bid	X	No Bid	No Bid
Nokian #T7445377	\$1,270.00	FST/RAO AT/ #36241	No Bid	No Bid	X	No Bid	No Bid
Nokian #T445385	\$1,550.00	FST/PERFORM/ #381551	No Bid	No Bid	X	No Bid	No Bid
Delivery Fee	\$0.00		None		0		No charge with of fo
Attached Discount own - *NOTE*	15%		20%		38%		See N
8 hours	7:00 am - 5:30 pm, Mon-Fri		24 hours		1 day		7 business da manufact &av
8 hours	Deliver when needed		24 hours from time of order		No Response		Weekly exce o
- *NOTE*	No		Yes		Yes		
No	Yes		Yes		Yes		

Yes

Yes

Yes

Yes


forwarded a tire  
with applied  
ts for tires not  
ed in the IFB  
ions. NOTE - STS  
ovide an Excel  
heet for orders.

Note for Disco  
Mdse Group  
Mdse Group  
Mdse Group  
Mdse Group  
Mdse Group  
Mdse Group  
Mdse Group  
Select Pr  
All Farm Tires :

Commercial Tire & Service Centers
VENDOR MODEL/BRAND /PART NUMBER
Goodyear Endurance ST
Goodyear Regional RHS
Goodyear G614
Goodyear Eagle RSA
Goodyear Eagle RSA
Goodyear Eagle RSA

Goodyear Eagle RSA
Goodyear WRL Fortitude
Goodyear WRL SRA
Goodyear WRL HT
Goodyear WRL TrailRunner
Goodyear WRL TrailRunner
Goodyear WRL TrailRunner
Goodyear WRL TrailRunner
Goodyear WRL TrailRunner

Dunlop SP348
Goodyear G622
Dunlop SP348
Dunlop SP431
Dunlop SP348
Dunlop SP431
Goodyear G622
GoodyearG289

Goodyear G296

Goodyear SG2B

No Bid

No Bid

No Bid

What is the minimum order quantity for these tires?

See Below

Lead times are subject to manufacturer's supply availability

Is there a lead time for emergency orders?

No

Yes



Yes

Unit	% Off Factor	% On Factor
7905	0.50	0.50
7925	0.45	0.55
7941	0.45	0.55
1170	0.51	0.49
7955	0.51	0.49
7961	0.28	0.72
7962	0.28	0.72
Price Schedule	1/1/2017	

are quoted net price.

# Tires for Dawson County Equipment and Vehicles IFB #300-17

WORK SESSION OCTOBER 26, 2017



# Background

- ▶ The Dawson County Fleet Maintenance Department expenses an average of \$61,323.97 annually.
- ▶ Current contracts with NexTire and Atlanta Commercial Tire expire on December 31, 2017 with all renewal option years exhausted.
- ▶ A list was compiled by the Dawson County Fleet Maintenance Department consisting of 28 most commonly purchased tires.
- ▶ Bid according to policy.
- ▶ Standard Product Contract
  - ▶ Term – January 1, 2018 through December 31, 2018
  - ▶ Two (2) renewal option years
  - ▶ No guaranteed minimum/maximum value for the contract.

# Scope of Work

- ▶ The awarded contractor(s) shall:
  - ▶ Supply the Dawson County Fleet Maintenance Department with requested tires at the contracted price no later than seventy-two (72) hours upon receipt of order.
  - ▶ Ensure delivery tickets are signed by a Dawson County employee.

# Acquisition Strategy & Methodology

- ▶ Advertised in Legal Organ
- ▶ Posted on County Website
- ▶ Posted on GLGA Marketplace
- ▶ Posted on Georgia Procurement Registry (GPR)
- ▶ Emailed notification through Vendor Registry (VR)
- ▶ Notification through County's Facebook and Twitter accounts
- ▶ **6 bids received**

# Cost Proposals

#	Company Name	Number of Items per Lowest Bidder
1	NexTire Commercial	18
2	Best Drive HTG Group	5
3	Southern Tire Mart	4
4	Atlanta Commercial Tire	1
5	Good Year Commercial	0
6	Jim Whitehead's Best-One Tire	0

# Recommendation

Staff respectfully requests the Board to accept responses received for IFB #300-17 Tires for Dawson County Equipment and Vehicles and award a contract to each lowest, responsible bidder as submitted.

**Backup material for agenda item:**

5. Consideration of IFB #298-17 On-Call Electrical Services





## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Facilities

Work Session: 10/26/17

Prepared By: Melissa Hawk/ James Tolbert

Voting Session: 11/2/17

Presenter: James Tolbert/Melissa Hawk

Public Hearing: Yes  No

Agenda Item Title: IFB #298-17 On-Call Electrical Services Award

Background Information:

An Invitation for Bids solicitation for on-call electrical services was released on September 7, 2017 with the intent to contract for these services on an as-needed basis with annual renewal options.

Current Information:

The IFB document contained, but not limited to, 11 of the most common services required by the Dawson County Facilities Department. Responses were received from Capital City Electrical and Indent Electric.

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

### Electrical Repairs and Maintenance

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
Various	Various	Various				

Recommendation/Motion: To accept prices received IFB #298-17 On-Call Electrical Services and to award a contract to Indent Electric as submitted to begin January 1, 2018.

Department Head Authorization: James Tolbert

Date: 10/13/17

Finance Dept. Authorization: Vickie Neikirk

Date: 10/17/2017

County Manager Authorization: DH

Date: 10/17/2017

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

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

Comments/Attachments:

Power Point Presentation.

# On-Call Electrical Services

## IFB #298-17

WORK SESSION OCTOBER 26, 2017



# Background

- ▶ Bid according to policy.
- ▶ Standard Service Contract
  - ▶ Term – January 1, 2018 through December 31, 2018
  - ▶ Up to four (4) renewal option years
  - ▶ No guaranteed minimum/maximum value for the contract.

# Scope of Work

- ▶ Services shall consist of but, not limited to:
  - ▶ Panel board, control panels upgrades and repairs
  - ▶ Troubleshooting and testing
  - ▶ Electrical conduit and wiring
  - ▶ Electrical installation and repairs
  - ▶ Lighting systems, to include park lights, luminaries and lighting control systems, where applicable – Access to a 60' Lift will be necessary
  - ▶ Electrical metering and/or distribution switchboards
  - ▶ Unitized emergency lighting equipment
  - ▶ Electrical vault cleaning
  - ▶ Lighting fixtures in general convenience outlets, opens, short circuits and grounds
  - ▶ Defective conductors
  - ▶ Motors and controls

# Acquisition Strategy & Methodology

- ▶ Advertised in Legal Organ
- ▶ Posted on County Website
- ▶ Posted on GLGA Marketplace
- ▶ Posted on Georgia Procurement Registry (GPR)
- ▶ Emailed notification through Vendor Registry (VR)
- ▶ Notification through County's Facebook and Twitter accounts
- ▶ Notified previous vendors
- ▶ **2 bids received**

# Cost Proposals

		Capital City Electrical Services	Indent Electric
Electrician Trade	Unit of Measure (UOM)	Price per UOM	Price per UOM
Master Electrician (Regular Hours)	Hour	\$85.00	\$29.00
Master Electrician (Overtime/Holidays/Weekends)	Hour	\$127.50	\$43.50
Electrician Labor/Helper (Regular Hours)	Hour	\$65.00	\$18.00
Electrician Labor/Helper (Overtime/Holidays/Weekends)	Hour	\$97.50	\$27.00
Equipment Operator (Regular Hours)	Hour	\$65.00	\$22.00
Equipment Operator (Overtime/Holidays/Weekends)	Hour	\$97.50	\$33.00
Journeyman Electrician (Regular Hours)	Hour	\$75.00	\$27.00
Journeyman Electrician (Overtime/Holidays/Weekends)	Hour	\$112.50	\$40.50
Equipment	Unit of Measure (UOM)	Price per UOM	Price per UOM
60' Lift	Hour	\$95.00	\$75.00
Bucket Truck	Hour	\$45.00	\$55.00
Line Truck	Hour	N/A	\$65.00
Trencher/Digger	Hour	\$70.00	\$40.00
Scissor Lift 30'	Hour	N/A	\$35.00
Mini Excavator	Hour	N/A	\$50.00
Service Truck	Hour	N/A	\$7.00

# Cost Proposals

		Capital City Electrical Services	Indent Electric
Services	Unit of Measure (UOM)	Price per UOM	Price per UOM
Service Call - Normal Working Hours	Each	\$85.00	\$55.00
Service Call - After Hours	Hour	\$127.50 - NOTE	\$70.00
Emergency	Hour	\$0.00	\$70.00
Weekends	Hour	\$0.00	\$70.00
Holidays	Hour	\$0.00	\$70.00
	Hour	\$0.00	\$70.00
Parts and Materials Markup	Unit of Measure (UOM)	Price per UOM	Price per UOM
Parts and Materials Markup by Vendor over Cost	Percent	10% over trade services guidelines	10%
Response Time	Unit of Measure (UOM)	Number of Hours	Number of Hours
List response time for service calls from County during normal working hours	Hour	2-3 hours; after 2:00 pm will go to next day	Within 2 hours
List response time for Emergency service calls from County during normal working hours	Hour	2 hours	Within 2 hours
List response time for Emergency service from County calls outside of working hours	Hour	2 hours	Within 2 hours
		1 year warranty on parts & labor on all materials, except lamps and ballasts.	1 year on all services (Performed by us)

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Note for Capital City -

After hours require a 3 hour minimum.

After Hours price for emergency, weekends and Holidays.

# Recommendation

Staff respectfully requests the Board to accept responses received for IFB #298-17 On-Call Electrical Services and award a contract to Indent Electric as submitted.



**Backup material for agenda item:**

6. Consideration of IFB #297-17 On-Call Plumbing Services



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Facilities

Work Session: 10/26/17

Prepared By: Melissa Hawk

Voting Session: 11/02/17

Presenter: James Tolbert/Melissa Hawk

Public Hearing: Yes  No

Agenda Item Title: #297-17 On-Call Plumbing Services

**Background Information:**

The Dawson County Facilities Department maintains an On-call plumbing services contract. Current contractor has been the lowest, most responsive and responsible bidder for multiple solicitations and has provided service very satisfactorily. Current contract to expire December 31, 2017 with all renewal options exhausted.

**Current Information:**

Purchasing Policy Ordinance was followed for this solicitation. 1 bid was received. This bid is from the current contractor, Townley Construction Company, Inc.

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

**Multiple County Departments –Repairs & Maintenance**

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
Various	Various	Various	Various	Various	Various	Various

Recommendation/Motion: To approve a service maintenance contract with Townley Construction Company, Inc. for the initial contract term of January 1, 2018 – December 31, 2018 with 2 possible additional terms.

Department Head Authorization: James Tolbert

Date: 10/13/17

Finance Dept. Authorization: Vickie Neikirk

Date: 10/17/2017

County Manager Authorization: DH

Date: 10/17/2017

County Attorney Authorization:       

Date:       

**Comments/Attachments:**

# IFB #297-17 ON-CALL PLUMBING SERVICES

WORK SESSION OCTOBER 26, 2017



# Background

- ▶ Dawson County Facilities Department maintains an On-Call Plumbing Services contract.
- ▶ Current Contractor has been the lowest, most responsive and responsible bidder for multiple solicitations and has provided service very satisfactorily.
- ▶ Current contract to expire December 31, 2017, with all renewals exhausted.
- ▶ Fiscal year 2015 – 2017 contract annual expense average is approximately \$25,627.42.
- ▶ To remain in compliance with the Purchasing Policy Ordinance, an Invitation for Bids was released on August 4, 2017.

# 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
- ▶ Notified previous vendors
- ▶ County received 1 submission

# #297-17 On-Call Plumbing Services Bid Proposal

Townley Construction Company, Inc.

Item	Plumber Trade	Unit of Measure (UOM)	Price per UOM
1	Plumber Master (Regular Hours)	Hour	<u>\$75.00</u>
2	Plumber Master (Overtime/Holidays/Weekends)	Hour	<u>\$112.50</u>
3	Plumber Labor/Helper (Regular Hours)	Hour	<u>\$38.50</u>
4	Plumber Labor/Helper (Overtime/Holidays/Weekends)	Hour	<u>\$57.75</u>
5	Equipment Operator (Regular Hours)	Hour	<u>\$45.00</u>
6	Equipment Operator (Overtime/Holidays/Weekends)	Hour	<u>\$67.50</u>
7	Backflow Testing (Test per Device)	Each	<u>\$95.00</u>
8	Backflow Repair Services	Hour	<u>\$113.50</u>
9	Journeyman Plumber (Regular Hours)	Hour	<u>\$60.00</u>
10	Journeyman Plumber (Overtime/Holidays/Weekends)	Hour	<u>\$90.00</u>

Item	Equipment	Unit of Measure (UOM)	Price per UOM
1	Service Van/CCTV	Hour	<u>\$125.00</u>
2	Service Van/Smoke Test	Hour	<u>\$125.00</u>
3	Service Van/Line Cleaning (Sewer Auger)	Hour	<u>\$125.00</u>
4	Track Hoe/Back Hoe (with Operator)	Hour	<u>\$125.00</u>
5	Dump Truck (with Operator)	Hour	<u>\$75.00</u>
6	Septic Pumping Truck (with Operator)	Hour	<u>\$110.00</u>
7	Electronic Line Locator	Hour	<u>\$50.00</u>
Item	Services	Unit of Measure (UOM)	Price per UOM
1	Trencher Services (with Operator)	Hour	<u>\$85.00</u>
2	Pipe Fitter	Hour	<u>\$75.00</u>
3	Hydro Jetting	Hour	<u>\$125.00</u>
4	Boring Service (2" lines)	Hour	<u>\$200.00</u>
5	Boring Services (4" lines)	Hour	<u>\$250.00</u>
6	Boring Services (6" lines)	Hour	<u>\$275.00</u>

Item	Parts and Materials Markup	Unit of Measure (UOM)	Price per UOM
1	Parts and Materials Markup by Vendor over Cost	Percent	<u>5%</u>
Item	Response Time	Unit of Measure (UOM)	Number of Hours
1	List response time for service calls from County during normal working hours	Hour	<u>3</u>
2	List response time for Emergency service calls from County during normal working hours	Hour	<u>1</u>
3	List response time for Emergency service from County calls outside of working hours	Hour	<u>1.5</u>
4	Trip Cost	Call	<u>\$50.00</u>

# Recommendation

Staff respectfully requests the Board to accept the bid received from Townley Construction Company, Inc., based in Dawsonville, GA, for IFB #297-17 On-Call Plumbing Services and award a contract for as needed on-call plumbing services as submitted effective January 1, 2018 through December 31, 2018.

**Backup material for agenda item:**

7. Consideration of FY18 Legacy Link Addendum #1





## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Senior Center

Work Session: 10-26-2017

Prepared By: Dawn Pruett

Voting Session: 11-2-2017

Presenter: Dawn Pruett

Public Hearing: Yes \_\_\_\_\_ No X

Agenda Item Title: Request to approve 2018 Legacy Link Contract Amendment #1.

**Background Information:**

Legacy Link receives an increase or decrease in funding during the contract year that changes original contract amounts.

**Current Information:**

Amendment #1 makes the following changes: The federal compensation will increase by \$7,886 and our local match will decrease by \$7,886.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
	5520					

Recommendation/Motion: Approve FY18 application and sign contract documents when received.

Department Head Authorization: Dawn Pruett

Date: 10-2-2017

Finance Dept. Authorization: Vickie Neikirk

Date: 10-17-17

County Manager Authorization: DH

Date: 10/17/2017

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

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

**Comments/Attachments:**

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August 29, 2017

Mr. Mike Berg, Chairman  
Dawson County Board of Commissioners  
25 Justice Way Suite 2313  
Dawsonville, GA 30534

Dear Mr. Berg:

Enclosed are two (2) original copies of the FY-2018 Addendum #1 Contract between The Legacy Link, Inc. and the Dawson County Commission for Nutrition Program Services. This Addendum is for the contract period of July 1, 2017 - June 30, 2018.

After the Addendums have been reviewed and approved, **please sign and notarize both copies and return both copies** to The Legacy Link, Inc.. Mrs. Pat V. Freeman, Chief Executive Officer of The Legacy Link, Inc. will also sign them. A fully executed copy will then be returned to your office.

Please let me know if you have any questions about the enclosed. My phone number is (678) 677-8511 or e-mail at [lgearls@legacylink.org](mailto:lgearls@legacylink.org).

Sincerely,

A handwritten signature in blue ink that reads "Linda Earls Clark".

Linda Earls Clark  
AIMS Financial Specialist

Cc: Contract File

Enclosure

ADDENDUM NO. 1  
TO  
AGREEMENT

BETWEEN THE LEGACY LINK, INC., AND DAWSON COUNTY COMMISSION  
FOR  
THE PROVISION OF Nutrition program and entered into on the first day  
Of July, 2017.

Said agreement is amended to read as follows.

5. Compensation.

(b) The total compensation paid by the Legacy to the  
Contractor for nutrition site operation pursuant to this Agreement  
Shall not exceed Sixty Three Thousand Two Hundred Twenty One Dollars  
(\$63,221.00).

6. Non-Federal Funds.

The minimum cash requirement for the term of the Agreement being  
Twenty One Thousand Thirty Four Dollars (\$21,034.00) for congregate  
meals and Seventy Thousand Four Hundred Sixty Four Dollars  
(\$70,464.00) for home-delivered meals.

The Contractor shall provide the necessary non-match local  
resources required for the provision of the services listed in  
Paragraph two (2) of this contract, this amount being Two Hundred  
Ninety Nine Thousand Four Hundred Nine Dollars (\$299,409.00).

All other terms and conditions of this agreement remain  
unchanged.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

THE LEGACY LINK, INC.

By: \_\_\_\_\_  
Chief Executive Officer

Subscribed and sworn to  
in our presence:

\_\_\_\_\_  
Notary Public

CONTRACTOR:  
DAWSON COUNTY COMMISSION

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

Subscribed and sworn to  
in our presence:

\_\_\_\_\_  
Notary Public

Dawson County  
 Legacy Link Contract Analysis  
 7/1/2015-6/30/2016

	Federal/State	Local Match
Budgeted Amount	75,194.00	241,089.00
FY 2015	61,181.00	267,361.00
FY 2015 w/ Addendums	77,760.00	239,116.00
FY 2016	89,207.00	233,999.00
FY 2016 w/ Addendums	85,901.00	233,999.00
FY 2015 vs FY 2016	28,026.00	(33,362.00)
	more in funding	less in match
FY 2016 v. budget	14,013.00	(7,090.00)
	overbudget	underbudget
Historical Actuals		
2015	92,762.68	170,109.56
2014	69,869.20	172,943.73
2013	77,098.33	175,493.16

Dawson County  
 Legacy Link Contract Analysis  
 7/1/2016-6/30/2017

	Federal/State	Local Match
Budgeted Amount	93,359.00	237,582.00
FY 2016	89,207.00	233,999.00
FY 2016 w/ Addendums	85,901.00	233,999.00
FY 2017	85,901.00	240,348.00
FY 2017 w/ Addendum #1	83,042.00	240,914.00
FY 2017 w/ Addendum #2	82,970.00	240,986.00
FY 2016 vs FY 2017	(3,306.00)	6,349.00
	less in funding	more in match
FY 2017 v. budget	(7,458.00)	2,766.00
	underbudget	overbudget
Historical Actuals		
2016	86,495.85	213,234.13
2015	92,762.68	170,109.56
2014	69,869.20	172,943.73

Dawson County  
 Legacy Link Contract Analysis  
 7/1/2017-6/30/2018

	Federal/State	Local Match
Budgeted Amount	99,032.00	307,295.00
FY 2017	85,901.00	240,348.00
FY 2017 w/ Addendums	82,970.00	240,986.00
FY 2018	99,032.00	307,295.00
FY 2018 w/ Addendum #1	106,918.00	299,409.00
FY 2018 vs FY 2018 Addendum	7,886.00	(7,886.00)
	more in funding	less in match

**Backup material for agenda item:**

8. Consideration of County-Wide Phone Replacement System





# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: IT

Work Session: 26th

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

Voting Session: X

Presenter: James Tolbert

Public Hearing: Yes X No \_\_\_\_\_

Agenda Item Title: Phone Upgrade

Background Information:

County Phone System Replacement

Current Information:

Phone Replacement Locations:  
Government Center, Sheriff Office, Fire Stations 1, 2, & 7, Rock Creek, Veterans Memorial Park, Transfer Station, Road Department, Senior Center, Transit, KH Long Building and Voter Registration.

Budget Information: Applicable: \_\_\_\_\_ Not Applicable: \_\_\_\_\_ Budgeted: **Capital** No \_\_\_\_\_

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
350	1535	542100	\$250,000		\$128,000	

Recommendation/Motion: X

Department Head Authorization: X

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

Finance Dept. Authorization: Vickie Neikirk

Date: 10/17/17

County Manager Authorization: DH

Date: 10/17/2017

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

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

Comments/Attachments:

# DAWSON COUNTY

## Information Technology

### Department

26<sup>TH</sup> October 2017, Thursday

**JAMES TOLBERT**  
IT Director



**INFORMATION  
TECHNOLOGY**

# COUNTY WIDE TELEPHONE SYSTEM

## Phone Replacement Locations –

- Government Center
- Sheriff Office
- Fire Stations 1, 2, & 7
- Rock Creek
- Veterans Memorial Park
- Transfer Station
  - Road Department
- Senior Center
  - Transit
- KH Long Building
- Voter Registration



# COUNTY WIDE TELEPHONE SYSTEM

- Initial Cost Projection \$250,000
- Cost reduction due to:
  - Reallocation of Government Center phones
  - Programming & Purchasing of Network Equipment implemented by IT Dept.



# COUNTY WIDE TELEPHONE SYSTEM

- New Total Cost of Project \$128,000
  - Labor & Materials \$105,912.14 will be obtained from the GA Statewide Contract #99999-SPD-T20120501-004 for network equipment & services.
  - Non-contract Labor & Services \$4,498.94
  - Switches \$15,566.97 installed by IT Department
- Both contract & non-contract labor & material will be received from Digitel, an authorized dealer of Avaya (manufacturer)



# COUNTY WIDE TELEPHONE SYSTEM

- REQUESTING BOARD APPROVAL
- QUESTIONS



**Backup material for agenda item:**

9. Consideration of 2018 Payroll and Holiday Calendar



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Human Resources

Work Session: 10/26/2017

Prepared By: Danielle Yarbrough

Voting Session: 11/02/2017

Presenter: Vickie Neikirk for Danielle Yarbrough

Public Hearing: Yes \_\_\_\_\_ No X

Agenda Item Title: Presentation of 2018 Dawson County Holiday and Payroll Calendar

Background Information:

Current Information:

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Motion to accept the 2018 Dawson County Holiday & Payroll Calendar as presented

Department Head Authorization: Danielle Yarbrough

Date: 10/16/17

Finance Dept. Authorization: Vickie Neikirk

Date: 10/17/17

County Manager Authorization: DH

Date: 10/17/2017

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

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

Comments/Attachments:

2018 Dawson County Holiday & Payroll Calendar



## PAYROLL CALENDAR FOR 2018

PAY PERIOD BEGIN DATE	PAY PERIOD END DATE	CHECK DATE	MONTH	PAY PERIOD # FOR YEAR
12/16/2017	12/29/2017	1/5/2018	JANUARY	1
12/30/2017	1/12/2018	1/19/2018		2
1/13/2018	1/26/2018	2/2/2018	FEBRUARY	3
1/27/2018	2/9/2018	2/16/2018		4
2/10/2018	2/23/2018	3/2/2018	MARCH	5
2/24/2018	3/9/2018	3/16/2018		6
3/10/2018	3/23/2018	<b>3/30/2018</b>		7
3/24/2018	4/6/2018	4/13/2018	APRIL	8
4/7/2018	4/20/2018	4/27/2018		9
4/21/2018	5/4/2018	5/11/2018	MAY	10
5/5/2018	5/18/2018	5/25/2018		11
5/19/2018	6/1/2018	6/8/2018	JUNE	12
6/2/2018	6/15/2018	6/22/2018		13
6/16/2018	6/29/2018	7/6/2018	JULY	14
6/30/2018	7/13/2018	7/20/2018		15
7/14/2018	7/27/2018	8/3/2018	AUGUST	16
7/28/2018	8/10/2018	8/17/2018		17
8/11/2018	8/24/2018	<b>8/31/2018</b>		18
8/25/2018	9/7/2018	9/14/2018	SEPTEMBER	19
9/8/2018	9/21/2018	9/28/2018		20
9/22/2018	10/5/2018	10/12/2018	OCTOBER	21
10/6/2018	10/19/2018	10/26/2018		22
10/20/2018	11/2/2018	11/9/2018	NOVEMBER	23
11/3/2018	11/16/2018	<b>11/23/2018</b>		24
11/17/2018	11/30/2018	12/7/2018	DECEMBER	25
12/1/2018	12/14/2018	12/21/2018		26
12/15/2018	12/28/2018	1/4/2019	JANUARY	1

### 2018 HOLIDAY SCHEDULE

<b>New Year's Day</b>	Monday 1/1/2018	<b>Veteran's Day</b>	Monday 11/12/2018
<b>MLK Day</b>	Monday 1/15/2018	<b>(Observed)</b>	
<b>President's Day</b>	Monday 2/19/2018	<b>Thanksgiving</b>	Thursday 11/22/2018
<b>Memorial Day</b>	Monday 5/28/2018	<b>Day after</b>	Friday 11/23/2018
<b>Independence Day</b>	Wednesday 7/4/2018	<b>Thanksgiving</b>	11/23/2018
<b>Labor Day</b>	Monday 9/3/2018	<b>Christmas Eve</b>	Monday 12/24/2018
		<b>Christmas Day</b>	Tuesday 12/25/2018

**Floating Holiday (8 Hrs)** -may be taken at employee's discretion during the year

**No insurance deductions withheld**

**Date falls on Holiday - Check processing will be adjusted to 11/21/2018**

**Backup material for agenda item:**

10. Consideration of 2018 Board of Commissioners Meeting Schedule



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Board of Commissioners

Work Session: 10/26/2017

Prepared By: Danielle Yarbrough

Voting Session: 11/02/2017

Presenter: Chairman Thurmond

Public Hearing: Yes  No

Agenda Item Title: Presentation of 2018 Board of Commissioners Meeting Calendar

Background Information:

Current Information:

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Motion to accept the 2018 Board of Commissioners Meeting Calendar as presented

Department Head Authorization: Billy Thurmond

Date: 10/16/17

Finance Dept. Authorization:       

Date:       

County Manager Authorization: DH

Date: 10/16/2017

County Attorney Authorization:       

Date:       

Comments/Attachments:

2018 Board of Commissioners Meeting Calendar

**Dawson County Board of Commissioners  
Approved Meeting Calendar 2018**

<b>Voting Session</b>	<b>Work Session</b>
	01/11/18
01/18/18	01/25/18
02/01/18	02/08/18
02/15/18	02/22/18
03/01/18	03/08/18
03/15/18	03/22/18
04/05/18	04/12/18
04/19/18	04/24/18 Tuesday *
05/03/18	05/10/18
05/17/18	05/24/18
06/07/18	06/14/18
06/21/18	06/28/18
07/05/18	07/12/18
07/19/18	07/26/18
08/02/18	08/09/18
08/16/18	08/23/18
09/06/18	09/13/18
09/20/18	09/27/18
10/04/18	10/11/18
10/18/18	10/25/18
11/01/18	11/08/18
11/15/18	11/20/18 Tuesday *
12/06/18	12/13/18
12/20/18	

**Backup material for agenda item:**

11. Presentation and Consideration of Special Event Alcohol Permit Application - *Chamber of Commerce Business After Hours* - November 14, 2017 - Planning and Development  
Director Jason Streetman

# DAWSON COUNTY PLANNING AND DEVELOPMENT

25 Justice Way, Suite 2322, Dawsonville, GA 30534 706.344.3500 x 42335

## \*\*\*SPECIAL EVENT ALCOHOL PERMIT REQUIREMENTS\*\*\*

Consolidated Alcohol Ordinance - Article 12: Section 1200: Eligibility for a Temporary Special Event Alcohol Permit

\*\*\*14 CALENDAR DAYS (MINIMUM) ARE REQUIRED TO PROCESS THIS PERMIT\*\*\*

A temporary special event alcohol permit may be issued to any person, firm, or corporation for an approved special event. The person, firm, or corporation must make application and pay the fee that may be required by this ordinance and shall be required to comply with all the general provisions of this ordinance and the licensing and regulations for a consumption on the premises establishment with the exception of the full-service kitchen requirement.

Special Event Alcohol Permits shall be obtained for the following:

- 1) Events CATERED pursuant to the regulations established in Article 10 of this ordinance;

The special event must meet the following criteria before the issuance of a permit to sell alcoholic beverages:

- 1) The special event must receive approval from the Dawson County Sheriff's Office on CROWD CONTROL, SECURITY MEASURES, and TRAFFIC CONTROL MEASURES.
- 2) The premises at which the special event is to take place must be within a COMMERCIAL ZONE and approved by the County Manager. If the proposed location is NOT within a commercial zone, the approval must be obtained from the Board of Commissioners.
- 3) The premises where the special event shall occur must meet the DISTANCE FROM CERTAIN USES REQUIREMENTS of this ordinance.
- 4) Any employee or volunteer of the special event permit holder, working the special event in any position dispensing, selling, serving, taking orders or mixing alcoholic beverages shall be required to obtain an EMPLOYEE PERMIT for the special event. Employees or volunteers dispensing, selling, serving, taking orders, or mixing alcoholic beverages must be 18 YEARS OF AGE or older. EMPLOYEES OF CATERERS must comply with the regulations established in Article 10 of this ordinance and must be 21 YEARS OF AGE or older as pursuant to O.C.G.A. §3-11-4.
- 5) The Sheriff, Marshal or his designee may immediately revoke any temporary permit for a special event if continued alcohol sales may endanger the health, welfare, or safety of the public.
- 6) As a condition on the issuance of a temporary special event permit, the permit holder shall indemnify and hold Dawson County harmless from claims, demand or cause of action that may arise from activities associated with the special event.
- 7) The County Manager shall issue the temporary special event permit to the applicant upon compliance with the terms hereof.
- 8) In the event that a special event alcohol permit is denied by the County Manager, the applicant may appeal the decision to the County Commission.

## APPLICATION FOR SPECIAL EVENT ALCOHOL PERMIT

\*\*\*Only a Licensed Alcoholic Beverage Caterer or a Bona Fide Non-Profit Civic Organization may apply for this permit\*\*\*

Check all that apply:



Beer



Wine



~~Distilled Spirits (Liquor)~~

If alcohol is complimentary, no State Special Event Alcohol Beverage Permit is required. If alcohol is sold, the State Permit is required. See attached State Permit application.

Are you catering the event? Yes  No

Is the alcohol free of charge? Yes  No

October 18, 2017

Date of Application

Chamber of Commerce

Name of Applicant: (Individual / Firm / Corporation)

44 Commerce Drive

Business Address of Applicant: Street # / Street name

Dawsonville, GA 30534

City / State / Zip Code

706) 265-6278

Phone Number of Applicant

d.simason@dawson.org

Email Address of Applicant

November 14, 2017

Date(s) of Special Event

Business After Hours

Name of Special Event or Business

91 Northside Dawson Drive

Address of Special Event: (Street # / Street Name)

Dawsonville, GA 30534

City / State / Zip Code

IMP 114-002

158

**SPECIAL EVENT ALCOHOL PERMIT**

Special Event must be located in a commercial zone.  
(If not, the Board of Commissioners must grant approval.)

What is the commercial zone? CDI

Does the Special Event comply with the required 600 feet (200 yards) distance requirement from a church, school, daycare, and alcohol treatment facility? YES  NO   
*See Certified Report of Survey Form # 3-A (attached) for definitions and means of measurement.*

Distance Measured:  
NEAREST CHURCH:  
Name and Address: Bethel United Methodist, 100 Rumphus Campground Rd.

Distance Measured: 1720.97 ft.

\* Method of Measure: google maps

Distance Measured:  
NEAREST SCHOOL:  
Name and Address: Kilough Ele School, 10123 Kilough Church Rd

Distance Measured: 1.53 miles

\* Method of Measure: google maps

Distance Measured:  
NEAREST DAYCARE:  
Name and Address: White Oak Learning Academy, Grizale Rd.

Distance Measured: 2,896.31 feet

\* Method of Measure: google maps

Distance Measured:  
NEAREST ALCOHOL TREATMENT FACILITY:

Name and Address: Dawson County Treatment Court, 189 Highway 53 West, Suite 106, Dawsonville, GA 30534

Distance Measured: 6.06 miles

\* Method of Measure google maps

\* Tell us how you measured (ex: survey, wheel device, automobile, paced/walked)

**SPECIAL REQUIREMENTS FOR BONA FIDE NON-PROFIT CIVIC ORGANIZATIONS:**

Article 12 - Section 1201:

- 1) A bona fide non-profit civic organization is one which is exempt from federal income tax, pursuant to the provisions subsections (c), (d) or (e) of 26 U.S.C. Section 501.
- 2) Upon the filing of an application and the payment of a special temporary event permit application fee, a bona fide non-profit civic organization may obtain a permit authorizing the organization to sell alcoholic beverages for consumption on the premises or to sell wine at retail for off-premises consumption, or both, for a period not to exceed three (3) days subject to any law regulating the time for selling such beverages.
- 3) No more than 12 permits may be issued to an organization in any one calendar year.
- 4) Permits are valid only for the location specified in the permit. No permit may be issued unless the sale of alcoholic beverages is lawful in the place for which the permit is issued. Said permit is subject to the restrictions set forth in Section 12 of this ordinance.

**SPECIAL EVENT ALCOHOL PERMIT**

**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, David D. Simpson, DO SOLEMNLY SWEAR, SUBJECT TO THE PENALTIES OF FALSE SWEARING, THAT THE STATEMENTS AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING PERSONAL STATEMENT ARE TRUE AND CORRECT.

[Signature]  
APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT David Simpson 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 BELIEVED THAT SAID STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS 10 DAY OF October, 2017

[Signature]  
NOTARY PUBLIC  


**SPECIAL EVENT ALCOHOL PERMIT**

**FOR OFFICIAL USE ONLY:**

**DATE APPLICATION AND FEE RECEIVED:** 10-18-17

**COUNTY MANAGER APPROVAL:**  
County Manager \_\_\_\_\_ Date \_\_\_\_\_

**PLANNING AND DEVELOPMENT REVIEW:**  
THE ABOVE EVENT LOCATION IS APPROVED FOR DISTANCE REQUIREMENTS AND ZONING REQUIREMENTS. (Must be in a commercial zone and have a current Business License)  
[Signature] \_\_\_\_\_ Date 10/25/17  
Planning and Development Director

**SHERIFF DEPARTMENT REVIEW:**  
APPLICANT HAS MET ALL REQUIREMENTS ON CROWD CONTROL, SECURITY, AND TRAFFIC CONTROL MEASURES FOR THE ABOVE EVENT.  
Sheriff \_\_\_\_\_ Date \_\_\_\_\_



**SPECIAL EVENT ALCOHOL PERMIT**

**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

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[Signature]  
APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT David Simpson 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 10 DAY OF October, 2017

[Signature]  
NOTARY PUBLIC  
**BRENDA MASON**  
NOTARY PUBLIC  
DAWSON COUNTY, GEORGIA  
2020  
18 OCT

**SPECIAL EVENT ALCOHOL PERMIT**

**FOR OFFICIAL USE ONLY:**

**DATE APPLICATION AND FEE RECEIVED:**

10-18-17

**COUNTY MANAGER APPROVAL:**

County Manager \_\_\_\_\_ Date \_\_\_\_\_

**PLANNING AND DEVELOPMENT REVIEW:**

THE ABOVE EVENT LOCATION IS APPROVED FOR DISTANCE REQUIREMENTS AND ZONING REQUIREMENTS. (Must be in a commercial zone and have a current Business License)

Planning and Development Director \_\_\_\_\_ Date \_\_\_\_\_

**SHERIFF DEPARTMENT REVIEW:**

APPLICANT HAS MET ALL REQUIREMENTS ON CROWD CONTROL, SECURITY, AND TRAFFIC CONTROL MEASURES FOR THE ABOVE EVENT.

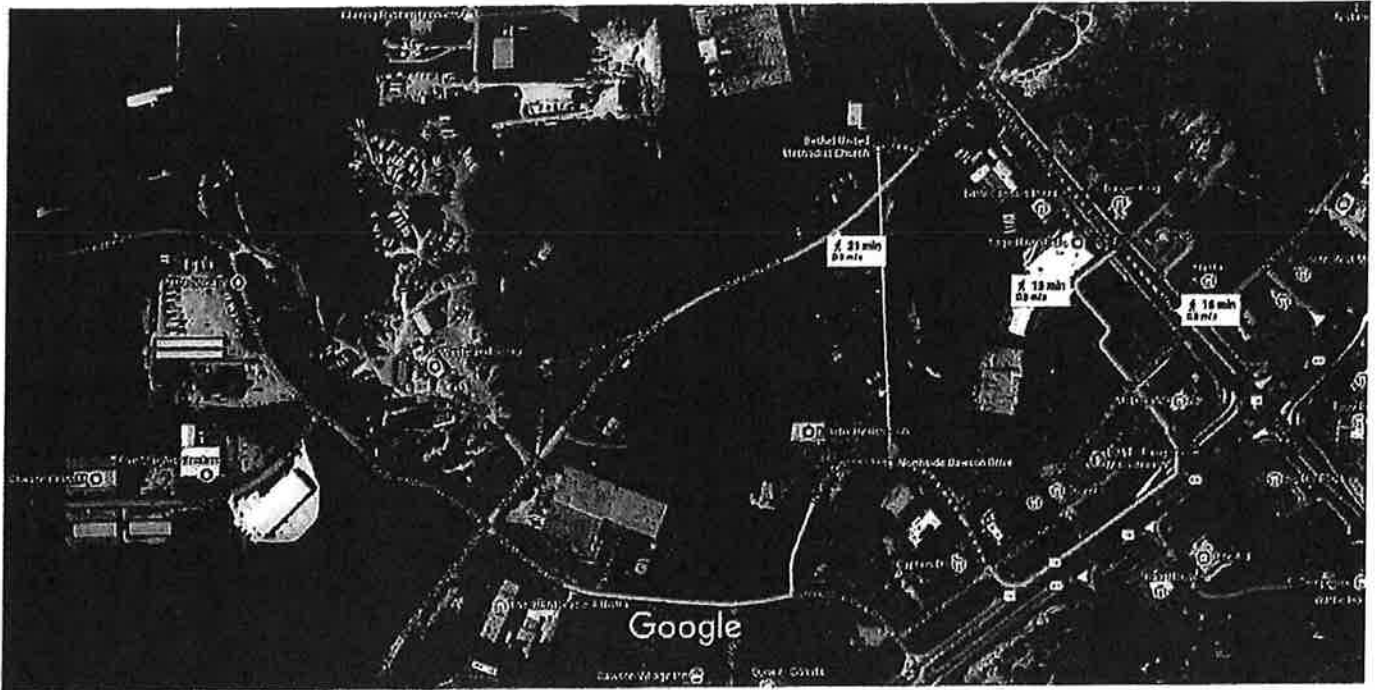
[Signature] 10-20-17  
Sheriff \_\_\_\_\_ Date \_\_\_\_\_

# Google Maps

Bethel United Methodist Church to Northside Dawson Dr, Dawsonville, GA 30534

1,420.47 feet

Walk 0.8 mile, 16 min



Imagery ©2017 Google, Map data ©2017 Google 200 ft



via Hwy 53 E and S 400 Center Ln  
Mostly flat

16 min  
0.8 mile



via Hwy 53 E

18 min  
0.8 mile



via Lumpkin Camp Ground Rd S/State Rte 9 E and Industrial Park Rd

21 min  
0.9 mile

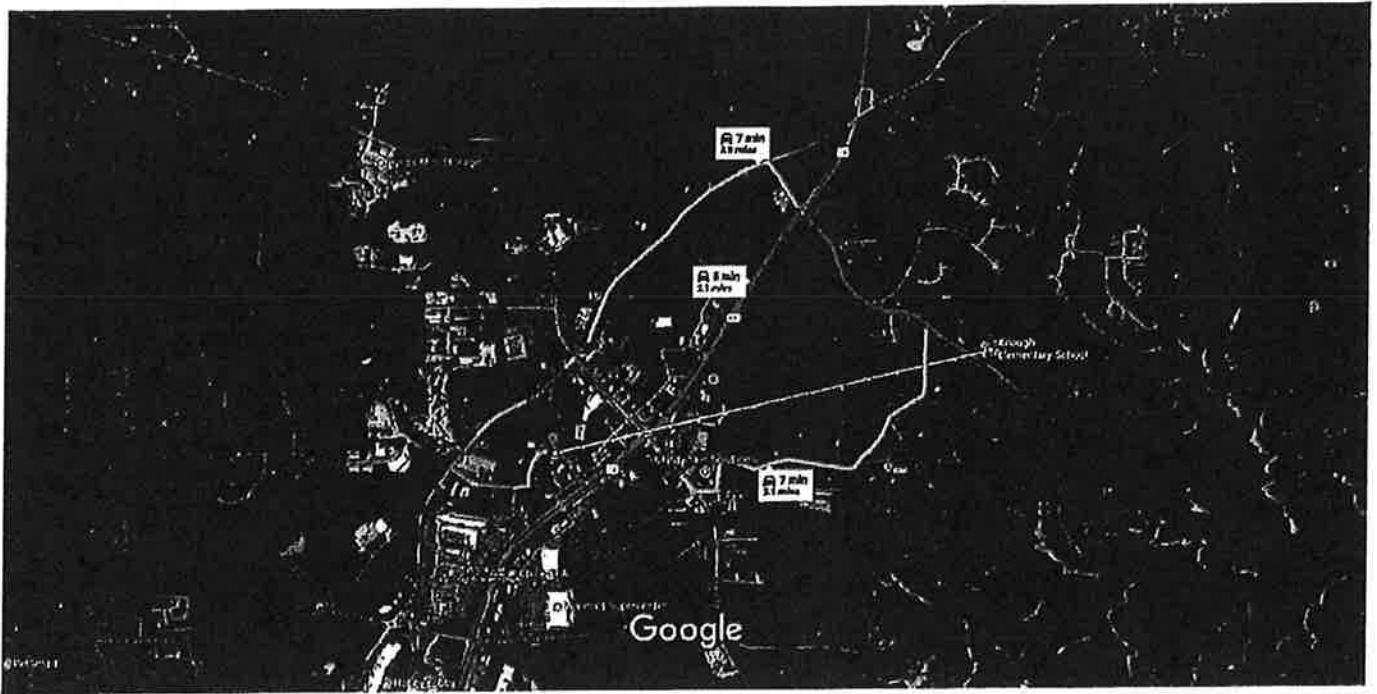
Measure distance

Total distance: 1,420.47 ft (432.96 m)




Google Maps

Kilough Elementary School to Northside Dawson Dr,  
Dawsonville, GA 30534

Drive 2.2 miles, 5 min



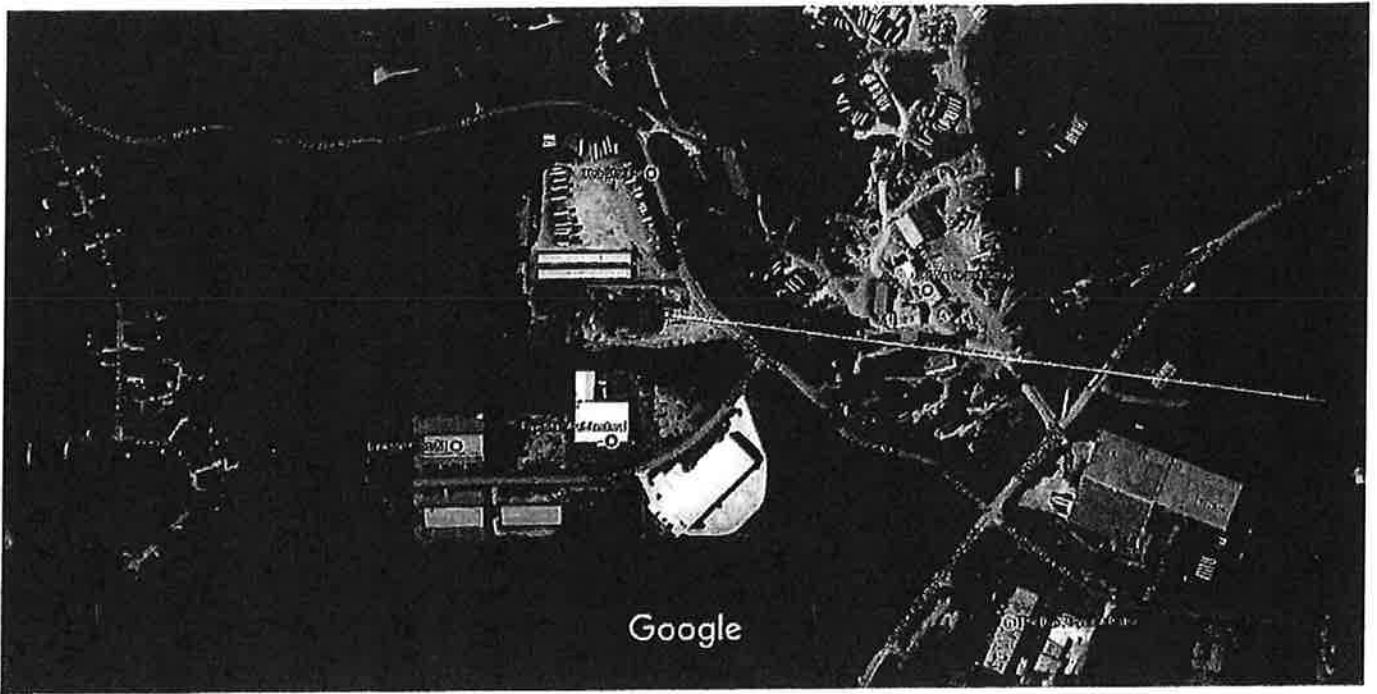
Imagery ©2017 Google, Map data ©2017 Google 1000 ft

-  via Kilough Church Rd and US-19 S 5 min  
Fastest route 2.2 miles
-  via Kilough Church Rd and Lumpkin Campground Rd N/State Rte 9 E 7 min  
3.0 miles
-  via Couch Rd 7 min  
2.1 miles

Measure distance  
Total distance: 1.53 mi (2.47 km)

Google Maps

White Oak Learning Academy to Northside Dawson Dr, Drive 1.1 miles, 4 min  
Dawsonville, GA 30534



Imagery ©2017 Google, Map data ©2017 Google 200 ft



via US-19 S  
Fastest route

4 min  
1.1 miles



via N 400 Center Ln

6 min  
1.1 miles



via N 400 Center Ln

23 min  
1.1 miles

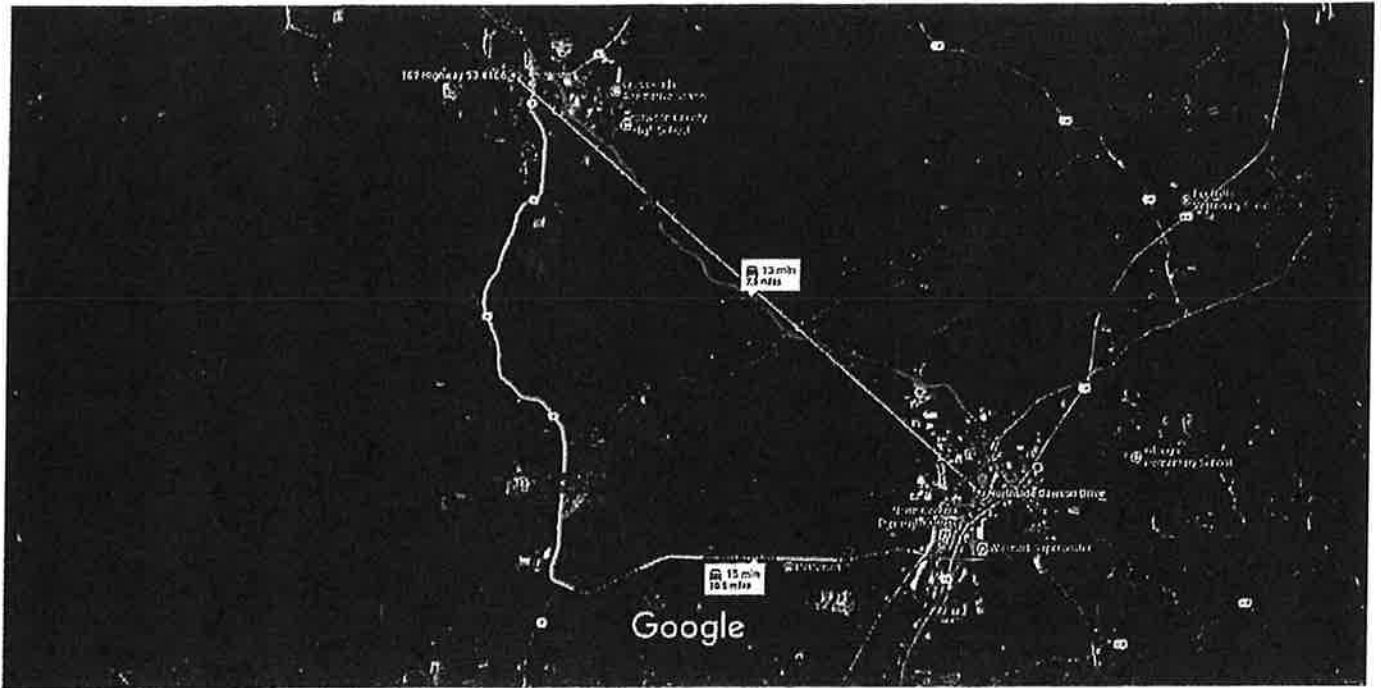
Measure distance

Total distance: 2,896.31 ft (882.79 m)

Google Maps

189 Hwy 53 #106, Dawsonville, GA 30534 to  
Northside Dawson Dr, Dawsonville, GA 30534

Drive 7.5 miles, 13 min



Imagery ©2017 Google, Map data ©2017 Google 2000 ft



via Hwy 53 E

Fastest route, the usual traffic

13 min

7.5 miles



via GA-9 S and Dawson Forest Rd W

15 min

10.5 miles

Measure distance

Total distance: 6.06 mi (9.76 km)

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# Receipt

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## Dawson County Chamber of Commerce, Inc.

Invoice Number: INV-10-17-35049

<b>Date</b>	<b>Payment Type</b>	<b>CheckNum</b>	<b>Amount</b>
10/19/2017 12:00:00AM	Cash		\$25.00
Total Payment:			<b>\$25.00</b>