

**DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA - THURSDAY, JANUARY 12, 2017
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
4:00 PM**

NEW BUSINESS

1. Presentation of the Intergovernmental Agreement with Hall County for the Public Defender's Office - Public Defender Brad Morris
2. Presentation of 2017 State Contract for the Public Defender's Office - Public Defender Brad Morris
3. Presentation of 2017 Staffing for Adequate Fire & Emergency Response (SAFER) Grant - Emergency Services Director Lanier Swafford
4. Appointment of BOC Vice-Chair
5. Reappointment of County Clerk
6. County Manager Report
7. County Attorney Report

Backup material for agenda item:

1. Presentation of the Intergovernmental Agreement with Hall County for the Public Defender's Office - Public Defender Brad Morris



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: PUBLIC DEFENDER

Work Session: 1/12/17

Prepared By: EVI TURK, OFFICE MANAGER

Voting Session: 1/19/17

Presenter: BRAD MORRIS, PUBLIC DEFENDER

Public Hearing: Yes No

Agenda Item Title: REQUEST FOR APPROVAL OF FY 2017 INTERGOVERNMENTAL AGREEMENT BETWEEN DAWSON AND HALL COUNTIES

Background Information:

Dawson County has contracted with Hall County since the Public Defender Office's commencement of operation on January 1, 2005 to share the cost of two employees equally. The employees are Hall County employees, and pursuant to the Intergovernmental Agreement ("IGA"), Dawson County reimburses Hall County for one-half of the cost of employment as set forth on Attachment A to the IGA.

Current Information:

The expense required to fund the IGA has been requested and approved in the 2017 budget. The IGA renews the agreement between Dawson County and Hall County for the new Fiscal and Calendar Year 2017.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
100	2800	571000-000	\$70,060.00	\$70,060.00	\$70,059.13	\$0.87

Recommendation/Motion: Move to approve the 2017 IGA with Hall County.

Department Head Authorization: Brad Morris

Date: 1/4/17

Finance Dept. Authorization: Vickie Neikirk

Date: 1/05/2017

County Manager Authorization: David Headley

Date: 1/06/2017

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

**INTERGOVERNMENTAL AGREEMENT
PUBLIC DEFENDER SERVICES**

This Intergovernmental Agreement is hereby made and entered into by and between the Board of Commissioners of Dawson County, the governing authority of Dawson County, and the Board of Commissioners of Hall County, the governing authority of Hall County, as follows:

WHEREAS, Hall County and Dawson County comprise the Northeastern Judicial Circuit; and

WHEREAS, Dawson County has agreed to pay 50% of the personnel costs for an Assistant Public Defender I and an Investigator listed within "Attachment A" of a certain agreement between Dawson County and the circuit public defender office of the Northeastern Judicial Circuit, which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, the parties hereto hereby agree that Dawson County shall pay to Hall County the sum of \$70,059.13 in four (4) equal quarterly installments beginning March 31, 2017 (for the 1st quarter of 2017) and continuing at the end of each quarter of 2017 to pay one-half of the personnel costs for an Assistant Public Defender I and an Investigator.

This _____ day of _____, 201_.

DAWSON COUNTY, GEORGIA

ATTEST:

BY: _____
_____, Chairman
Dawson County Board of Commissioners

Danielle Yarbrough, County Clerk

HALL COUNTY, GEORGIA

ATTEST:

BY: _____
_____, Chairman
Hall County Board of Commissioners

Lisa Ritchie, County Clerk

Northeastern Judicial Circuit

ATTACHMENT A

TO IGA BETWEEN HALL AND DAWSON COUNTIES

Calendar Year 2017

CURRENTLY IN BUDGET REQUEST:

INTERGOVERNMENTAL AGREEMENT WITH HALL COUNTY							
Assistant Public Defender and Investigator - Funded through Contract with Hall County - 2017							
*1/2 lawyer and 1/2 investigator paid by Dawson County to Hall County							
	Salary	Health Ins.	Life Ins.	Retirement	FICA	Workers Comp.	TOTAL
Assistant Public Defender	\$ 56,000.00	\$ 11,600.00	\$ 216.00	\$ 2,240.00	\$ 4,284.00	\$ 588.00	\$ 74,928.00
Investigator	\$ 47,380.00	\$ 11,600.00	\$ 193.00	\$ 1,895.20	\$ 3,624.57	\$ 497.49	\$ 65,190.26
TOTAL							\$ 140,118.26
HALF COST FOR DAWSON							\$ 70,059.13

4 Quarterly Payments - payable on each March 31st, 2017, June 30th, 2017, September 30th, 2017 and December 31st, 2017..... \$ 17,514.78

Backup material for agenda item:

2. Presentation of 2017 State Contract for the Public Defender's Office - Public Defender
Brad Morris



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: PUBLIC DEFENDER

Work Session: 1/12/17

Prepared By: EVI TURK, OFFICE MANAGER

Voting Session: 1/19/17

Presenter: BRAD MORRIS, PUBLIC DEFENDER

Public Hearing: Yes X No _____

Agenda Item Title: REQUEST FOR APPROVAL OF FY 2017 STATE PUBLIC DEFENDER CONTRACT

Background Information:

Dawson County has contracted with the GPDC since the Public Defender System's inception (our office started operating in January, 2005) for the GPDC to employ one attorney and one administrative assistant as State employees via a contract. The contract covers the two employees' salaries and cost of employment as set forth in Attachment B to the State Contract, and a 5% management fee.

Current Information:

The expense required to fund this contract has been requested and approved in the 2017 budget. The contract renews the agreement between Dawson County and the Georgia Public Defender Council ("GPDC") for the new Fiscal and Calendar Year 2017.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
100	2800	571001-000	\$180,187.00	\$180,187.00	\$180,186.32	\$0.68

Recommendation/Motion: Move to approve the 2017 Contract with the GPDC.

Department Head Authorization: Brad Morris

Date: 1/4/17

Finance Dept. Authorization: Vickie Neikirk

Date: 1/5/2017

County Manager Authorization: David Headley

Date: 1/06/2017

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

**INDIGENT DEFENSE SERVICES AGREEMENT
BETWEEN THE CIRCUIT PUBLIC DEFENDER OFFICE OF THE
NORTHEASTERN JUDICIAL CIRCUIT AND THE GOVERNING AUTHORITY OF
DAWSON COUNTY**

THIS AGREEMENT is entered into this ____ day of _____, 201_, between the Circuit Public Defender Office of the Northeastern Judicial Circuit (herein referred to as “the Public Defender Office”) and the governing authority of Dawson County, a body politic and a subdivision of the State of Georgia (herein referred to as “the County”) and is effective January 1, 2017.

WITNESSETH:

WHEREAS, the Public Defender Office and the County enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended, including the provisions quoted below; and

WHEREAS, O.C.G.A. § 17-12-23 (d) provides as follows:

A city or county may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city or county ordinances or state laws. If a city or county does not contract with the circuit public defender office, the city or county shall be subject to all applicable standards adopted by the council for representation of indigent persons in this state; and

WHEREAS, O.C.G.A. § 17-12-25 (b) provides as follows:

The county or counties comprising the judicial circuit may supplement the salary of the circuit public defender in an amount as is or may be authorized by local Act or in an amount as may be determined by the governing authority of the county or counties, whichever is greater; and

WHEREAS, O.C.G.A. § 17-12-26 (c) (4) provides as follows:

Neither the circuit public defender nor any personnel compensated by the state pursuant to the provisions of this article shall be reimbursed from state funds for any expenses for which the person has been reimbursed from funds other than state funds; provided, however, that the governing authority of the county or counties comprising the judicial circuit are authorized to provide travel advances or to reimburse expenses which may be incurred by the person in the performance of his or her official duties to the extent the expenses are not reimbursed by the state as provided in this Code section; and

WHEREAS, O.C.G.A. § 17-12-30 (c) (6) provides as follows:

The governing authority of the county or counties comprising a judicial circuit may supplement the salary or fringe benefits of any state paid position appointed pursuant to this article; and

WHEREAS, O.C.G.A. § 17-12-31 provides in subsections (a) and (b) the following:

- (a) The circuit public defender in each judicial circuit may employ additional assistant circuit public defenders, deputy circuit public defenders, or other attorneys, investigators, paraprofessionals, clerical assistants, and other employees or independent contractors as may be provided for by local law or as may be authorized by the governing authority of the county or counties comprising the judicial circuit. The circuit public defender shall define the duties and fix the title of any attorney or other employee of the office of the circuit public defender.
- (b) Personnel employed by the circuit public defender pursuant to this Code section shall serve at the pleasure of the circuit public defender and shall be compensated by the county or counties comprising the judicial circuit, the manner and amount of compensation to be paid to be fixed either by local Act or by the circuit public defender with the approval of the county or counties comprising the judicial circuit.

WHEREAS, O.C.G.A. § 17-12-34 provides as follows:

The governing authority of the county shall provide, in conjunction and cooperation with the other counties in the judicial circuit and in a pro rata share according to the population of each county, appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner. The provisions of an office, utilities, telephone expenses, materials, and supplies shall be subject to the budget procedures required by Article 1 of Chapter 81 of Title 36; and

WHEREAS, O.C.G.A. § 17-12-35 provides as follows:

A circuit public defender office may contract with and may accept funds and grants from any public or private source; and

WHEREAS, the County is a body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, the Public Defender Office is existing under the laws of the State of Georgia and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided,

independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by the Georgia Public Defender Council. This system and this agreement include the following:

- (1) The provision by the Public Defender Office of the statutorily required services to the County;
- (2) The payment and provision for additional personnel by the County;
- (3) The provision by the County of its pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner;
- (4) Travel advances and reimbursement of expenses;
- (5) Salary supplements; and
- (6) The provision for other matters necessary to carry out this agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10) and other good and valuable consideration, **IT IS AGREED AS FOLLOWS:**

ARTICLE 1

STATUTORY PERSONNEL

Section 1.01 Statutory Staffing. The Public Defender Office agrees to provide for the Northeastern Judicial Circuit full-time staff for a circuit public defender office or offices consisting of a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and 2 additional persons to perform administrative, clerical or paraprofessional services.

Section 1.02 Statutory Services. The Public Defender Office agrees to provide representation to indigent defendants in the following cases:

- (1) Cases prosecuted in the Superior Court of Dawson County under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (2) Hearings in the Superior Court of Dawson County on a revocation of probation;
- (3) Cases prosecuted in the Juvenile Court of Dawson County in which a child may face a disposition in a delinquency case of confinement, commitment or probation; and
- (4) Direct appeals from a decision in cases described in (1), (2), and (3) above.

Section 1.03 Conflicts. The Public Defender Office agrees to provide for legal representation by an attorney who is not an employee of the Public Defender Office in cases described in Section 1.02 in which the Public Defender Office has a conflict of interest.

ARTICLE 2

ADDITIONAL PERSONNEL AND SERVICES

Section 2.01 Additional personnel and services. The Public Defender Office agrees to provide and the County agrees to pay for the services and personnel described in Attachment A. The parties agree to the terms of Attachment A. Attachment A is incorporated into this agreement by reference. The amount to be paid in Attachment A includes a nonrefundable 5% administrative services fee. Any additional personnel employed by the Public Defender Office pursuant to this section are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service. The additional personnel serve at the pleasure of the Northeastern Judicial Circuit Public Defender. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this section may be terminated by the Public Defender Office if the County does not pay for the cost of these personnel in advance in accordance with this agreement.

Section 2.02 Provision of additional county employees. The County agrees to pay for 50% of the personnel cost for two of the Hall County employees listed in Attachment B. The County agrees to the payment terms as enumerated in a separate intergovernmental agreement between Hall County and Dawson County. These employees are to remain employees of the Hall County. The County is the employer for these employees for all purposes, including, without limitation, compensation and employee benefits, but the employees are under the supervision of the circuit public defender. The circuit public defender shall define the duties and fix the title of these employees and the employees serve at the pleasure of the circuit public defender subject to any applicable County personnel policies. In the event that an employee listed in Attachment B leaves the employment of the County for any reason, whether voluntarily or involuntarily, the Public Defender Office is authorized to employ a person to replace the departed employee under the same terms and conditions as the departed employee (including salary) was employed, subject to the approval of the County, which approval shall not be unreasonably withheld. Attachment B is incorporated into this agreement by reference.

ARTICLE 3

PROVISION BY THE COUNTY OF ITS PRO RATA SHARE OF THE COSTS OF APPROPRIATE OFFICES, UTILITIES, TELEPHONE EXPENSES, MATERIALS, AND SUPPLIES AS MAY BE NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICE OR OFFICES OF THE CIRCUIT PUBLIC DEFENDER.

Section 3.01 Office expenses. The County agrees to pay its pro rata share of the operating expenditures for appropriate offices, utilities, telephone expenses, materials, and supplies to equip,

maintain, and furnish the office or offices of the Public Defender Office. Pro rata shall be the percentage obtained by using the population of the County by the U.S. decennial census of 2010 count as the numerator and the total population of the counties in the Northeastern Judicial Circuit from the same census population as the denominator.

ARTICLE 4

TRAVEL AND REIMBURSEMENT OF EXPENSES

Section 4.01 Travel and expense reimbursement. The County agrees to provide travel advances and to reimburse expenses which may be incurred in the performance of the employee's official duties under this agreement by an employee of the Public Defender Office to the extent the expenses are not reimbursed by the state and to the extent the expenses are authorized by the circuit public defender and the County. The County shall provide the Public Defender Office with the information concerning the travel advances and expense reimbursements required by the State Auditor.

ARTICLE 5

SALARY SUPPLEMENTS

Section 5.01 Salary supplements. The County agrees to supplement the salaries of the state employees of the Public Defender Office listed in Attachment C in the amount indicated in Attachment C. The salary supplement for these state employees is paid directly to the employee by the County and all payroll taxes and benefits associated with the salary supplement are paid by the County. The parties to this agreement agree that a state employee who receives a salary supplement pursuant to this Section is a state employee and is under the supervision of the circuit public defender and not of the county and that a state employee who receives a salary supplement pursuant to this Section is not a county employee. The County shall provide the Public Defender Office with the information concerning the salary supplement required by the State Auditor.

ARTICLE 6

MISCELLANEOUS

Section 6.01 Term. The term of this agreement is 1 year beginning January 1, 2017 and ending December 31, 2017.

Section 6.02 Maintenance of effort. The County agrees that it will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of its most recent budgeted level of funding (calendar year 2016) for indigent defense and as part of this support the county agrees to provide the space, equipment and operating expenses necessary to effectively operate the circuit public defender office.

Section 6.03 Severability. Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as “part”) of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

Section 6.04 Cooperation, dispute resolution and jurisdiction. (a) The Public Defender Office and the County acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.

(b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

(c) This agreement, and the rights and obligations of the parties, are governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The Parties further acknowledge that the Fulton Superior Court has a Court sponsored Arbitration and Mediation Program in which the Parties agree to fully participate.

Section 6.05 Notice. A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

Circuit Public Defender Office of Northeastern
Judicial Circuit:
H. Bradford Morris, Jr.
P.O. Box 390
Gainesville, Georgia 30503

Governing Authority of Dawson County:
Chairman, Dawson County Board of Commissioners
25 Justice Way, 2nd Floor
Dawsonville, Georgia 30534

Georgia Public Defender Council
Bryan P. Tyson, Director
104 Marietta Street, Suite 400
Atlanta, GA 30303

Section 6.06 Agreement modification. This agreement, including all attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties’ representatives identified in Section 6.05 may agree in writing by an exchange of letters or emails prior to the budget revision becoming effective to budget revisions

which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement.

Section 6.07 Termination. (a) Due to non-availability of funds. In the event that either of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from the governing authority of the County) is reduced during the term of this agreement, the Public Defender Office may make financial and other adjustments to this agreement and notify the County accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in State funds is conclusive. The certification of the occurrence of the reduction in county funds by the person named in Section 6.05 by the County to receive notices is conclusive. The County shall promptly notify the Public Defender Office in writing on the non-existence or insufficiency of funds and the date of termination. The Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 6.08. In lieu of terminating this agreement, the County and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 6.06.

(b) For cause. This agreement may be terminated for cause, in whole or in part, at any time by either party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the County no later than 30 days after the effective date of written notice of termination and the County shall pay the amount due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 6.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.

(c) For 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 shall give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

(d) Post-termination obligations. After termination of this agreement pursuant to this Section, the Public Defender Office and the County agree to comply with the provisions of Section 6.08 (a).

Section 6.08 Cooperation in transition of services. (a) During or at the end of the agreement. The Public Defender Office agrees upon termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the County to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of

representation by Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the County of the client records. The County shall compensate the Public Defender for all post-termination or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The County shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the termination or expiration of the agreement.

(b) Statutory responsibility continuation. The Public Defender Office and the County acknowledge that both have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended and that the termination or expiration of this agreement does not relieve either party of their responsibility under the law.

Section 6.09 Advance of Funds. The parties agree that advances of funds cannot remain outstanding following agreement termination or expiration and will be reclaimed. The parties agree that upon termination of this agreement, for any reason, all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement.

Section 6.10 Rollover of Funds. The County acknowledges that state agencies have a fiscal year from July 1 to June 30. The County agrees to authorize the Georgia Public Defender Council to roll over remaining county funds from the end of one fiscal year to the start of the new fiscal year.

Section 6.10 Time. Time is of the essence.

IN WITNESS WHEREOF, the parties have each here unto affixed their signatures the day and year first written above.

ATTEST:

Dawson County

BY: _____

Signature

Title

ATTEST:

Circuit Public Defender

BY: _____

Signature

Circuit Public Defender

(Signatures Continued on Following Page)

ATTEST:

Consented to:

Georgia Public Defender Council

BY: _____

Signature

Director

Northeastern Judicial Circuit
ATTACHMENT A – Personnel Expenditures
Dawson County
January 1, 2017 – December 31, 2017

The County agrees to pay the Public Defender Office **\$180,186.32** in 12 monthly installments of **\$15,015.53**. Installments are due to the Georgia Public Defender Standards Council (GPDSC) on the 15th of the preceding month beginning on December 15, 2016. Invoices will be sent to the following address:

Dawson County Board of Commissioners
Attn.: Vickie Niekirk, Chief Financial Officer
25 Justice Way, Suite 2214
Dawsonville, Georgia 30534

Installments will be paid directly to GPDSC at the following address:

GPDSC
Attn: Jason Ring
104 Marietta Street
Suite 400
Atlanta, GA 30303

The Public Defender Office agrees to use these funds for the purpose of paying the salary and benefits for county funded public defenders and assistants.

ATTACHMENT B TO
 INDEGENT DEFENSE SERVICES AGREEMENT - DAWSON COUNTY AND NORTHEASTERN JUDICIAL CIRCUIT

BEGINNING JANUARY 1, 2017

NORTHEASTERN CIRCUIT PUBLIC DEFENDER OFFICE						
PROPOSED BUDGET: Calendar Year 2017						
Employee	Salary	FICA	Retirement	Health Insurance	Unemployment	Total
		7.65%	24.855%	33.214%	\$31 each	
Dorsey, Kayla Marie	\$ 26,780.00	\$ 2,048.67	\$ 6,656.17	\$ 8,894.71	\$ 31.00	\$ 44,410.55
McNeill, Robert R.	\$ 76,735.00	\$ 5,870.23	\$ 19,072.48	\$ 25,486.76	\$ 31.00	\$ 127,195.47
Total	\$ 103,515.00	\$ 7,918.90	\$ 25,728.65	\$ 34,381.47	\$ 62.00	\$ 171,606.02

	Proposed
Personnel	\$ 171,606.02
Adm Fee (5%)	\$ 8,580.30
Total	\$ 180,186.32

Northeastern Judicial Circuit

Dawson County

Attachment C

SALARY SUPPLEMENTS

January 1, 2017 – December 31, 2017

The County agrees to pay the Public Defender Office \$42,000.00 for the staff members of the Public Defender Office. The salary supplement is paid directly to the employee by the County and all payroll taxes and benefits associated with the salary supplement are paid by the County. The County shall provide the Public Defender Office with the information concerning the salary supplement required by the State Auditor.

Backup material for agenda item:

3. Presentation of 2017 Staffing for Adequate Fire & Emergency Response (SAFER) Grant
- Emergency Services Director Lanier Swafford



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

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

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

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

Department: Emergency Services

Presenter: Lanier Swafford

Submitted By: Lanier Swafford

Date Submitted: January 3, 2017

Item of Business/Agenda Title: Staffing for Adequate Fire and Emergency Response Grant

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

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: February 10, 2017 is the deadline for submission to FEMA

Purpose of Request: To request for BOC approval to apply for the 2017 SAFER Grant Program. The grant program was established to assist local fire departments with staffing and deployment capabilities in order to respond to emergencies safely and meet National Standards. Doing so to assure that communities have adequate protection from fire and fire related hazards.

Department Recommendation: Yes

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

Yes Explanation/ Additional Information: _____

No

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

Yes Explanation/ Additional Information: The grant is 100% covered for the cost of salary and benefits for two years.

No The only cost the county would incur would be the cost of uniforms and gear (approximately \$2,000.00 per employee per year). At the end of the two years, the grant offers three options – employing agency assumes responsibility of the cost; apply for a hardship extension to the grant if local funding is limited; termination without penalty.

Amount Requested: 6 or 9
benefits: (9) = \$347,553.00 plus benefits

Amount Budgeted: \$38,617 annual salary each plus benefits. (6) = \$231,702 plus

Fund Name and Account Number: 3500-511100, 511300, 512100, 512200, 512400, 512700, 512900

Administration Staff Authorization

Dept. Head Authorization: Lanier Swafford Date: 01/03/2017

Finance Dept. Authorization: Vickie Neikirk Date: 1/4/2017

County Manager Authorization: David Headley Date: 1/6/2017

Comments: _____

Attachments: _____



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: 2017 Staffing for Adequate Fire & Emergency Response Grant (SAFER)

DATE: 3 Jan. 2017

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

BUDGET INFORMATION:

ANNUAL-
CAPITAL-

COMMISSION ACTION REQUESTED ON: Work Session – 12 Jan., 2017 Voting Session 19 Jan., 2017

PURPOSE: Seeking Board approval to apply for the 2017 SAFER Grant Program. The grant program was established to assist local fire departments with staffing and deployment capabilities in order to respond to emergencies safely and meet National Standards. Doing so to assure that communities have adequate protection from fire and fire related hazards.

HISTORY: The department has been given permission to apply in both 2015 and 2016. Both applications were rejected by DHS/FEMA. The 2017 application will be revised and sent to trusted peers for review prior to submission.

FACTS AND ISSUES: Due to the growth of Dawson County and the continued demands placed upon Emergency Services, DCES implores the BOC the permission to apply for this grant. None of our five (5) fire engines staffed daily meet national standards for safe staffing standards. Two operate with one firefighter per day. With good documentation, we feel our chances are good. The City of Gainesville as well as Forsyth and Lumpkin Counties have all received this grant in recent years.

OPTIONS: Accept the grant if awarded, reject the grant if awarded, or to accept the grant and discontinue to fund the positions following the 24 month grant period.

RECOMMENDED SAMPLE MOTION: Motion to approve Dawson County Emergency Services request to apply for the 2017 SAFER Grant for a total of nine (9) personnel at a total benefit of \$347,553.00

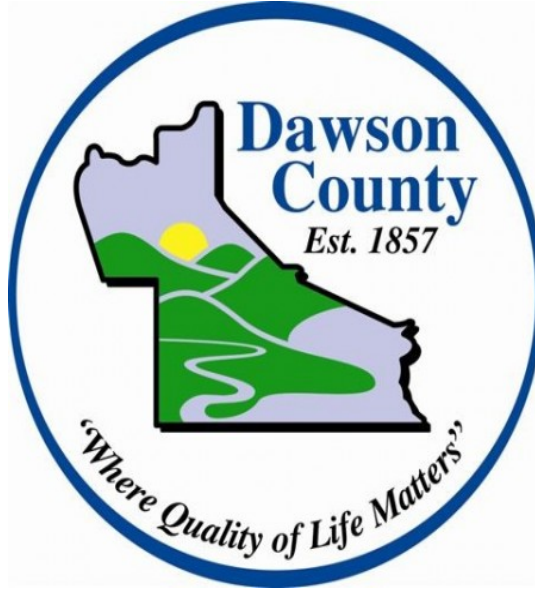
DEPARTMENT:

Prepared by: Lanier Swafford

Director Lanier Swafford

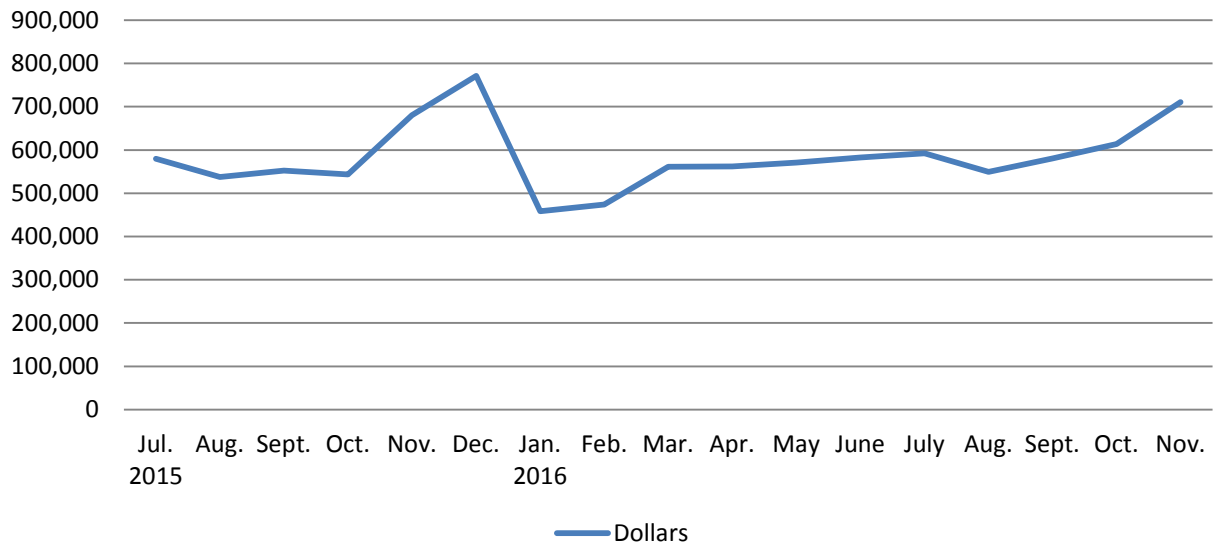
Backup material for agenda item:

6. County Manager Report

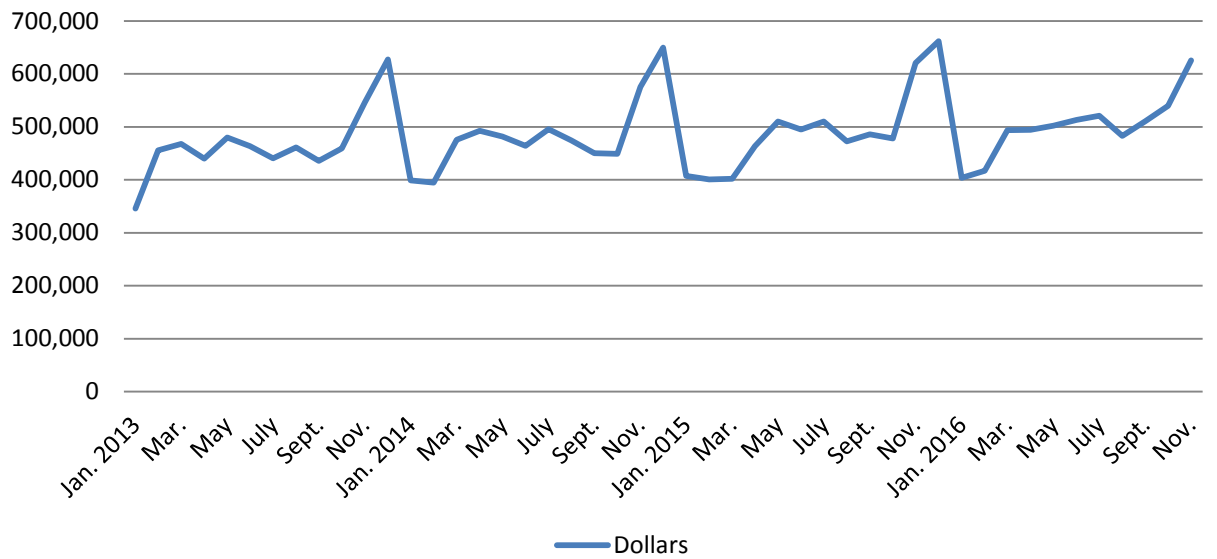


Key Indicator Report
December 2016

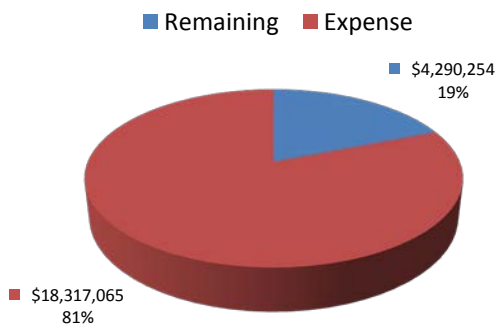
SPLOST VI COLLECTION CHART



LOST COLLECTION CHART

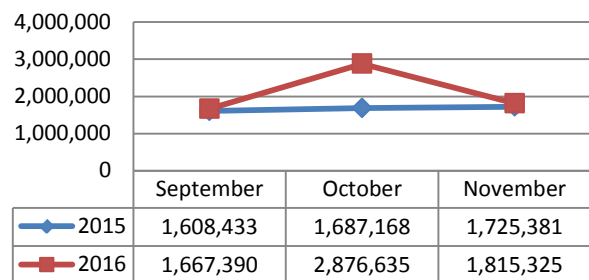


Budget

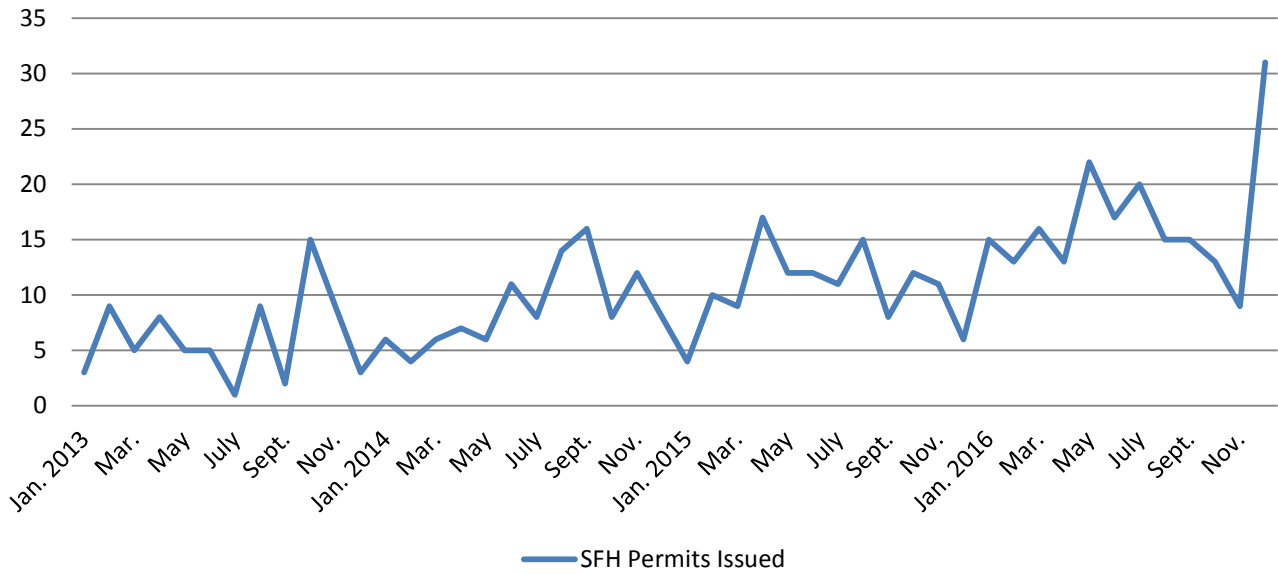


Through 10/31/16

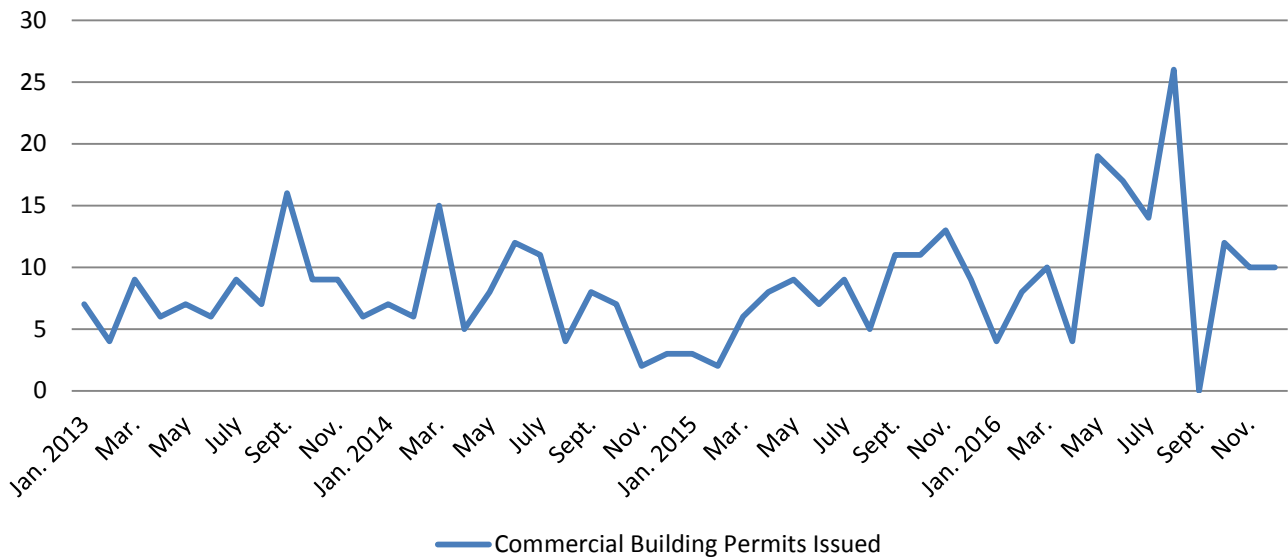
All Revenue Per Month



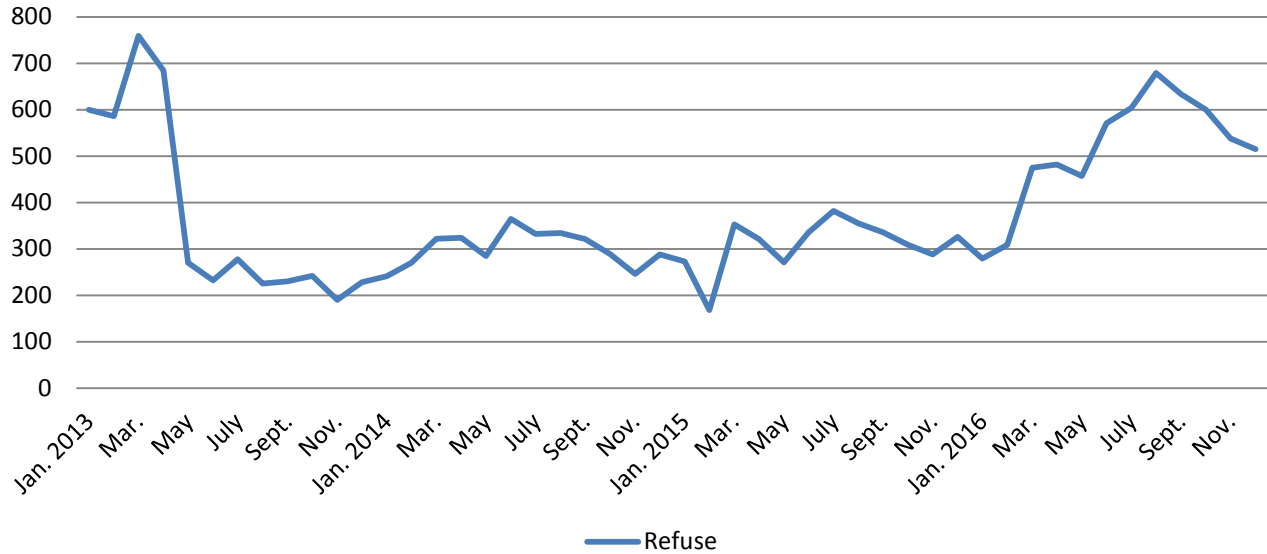
SINGLE FAMILY HOME BUILDING PERMITS ISSUED



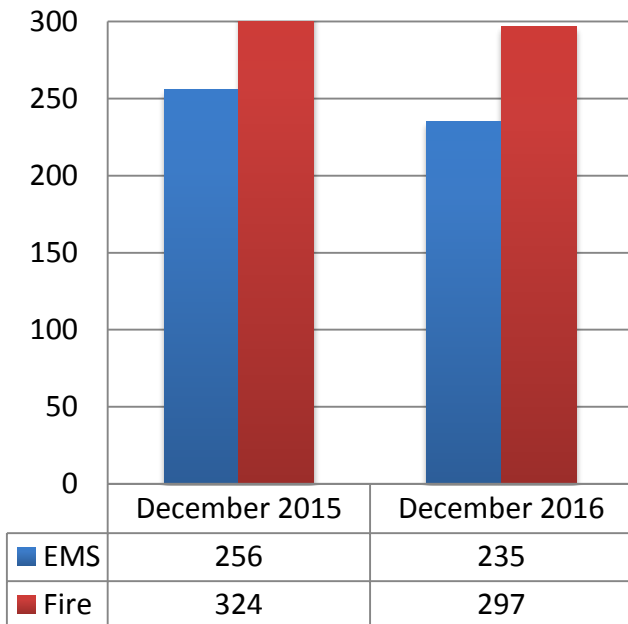
COMMERCIAL BUILDING PERMITS ISSUED



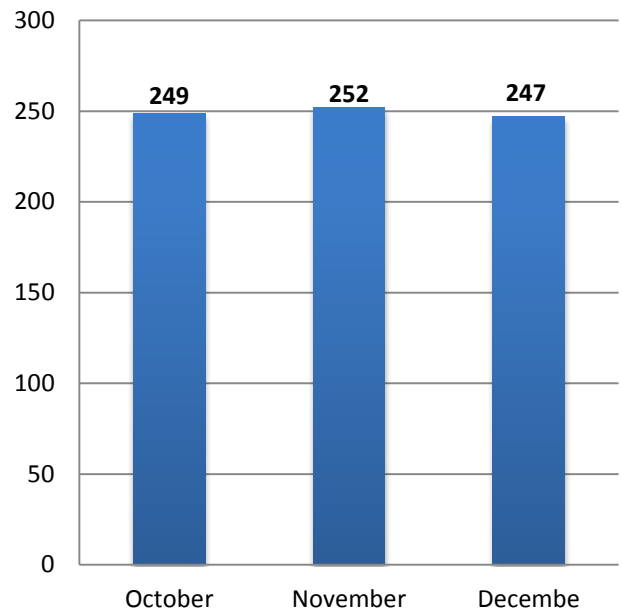
TRANSFER STATION TONNAGE COLLECTION



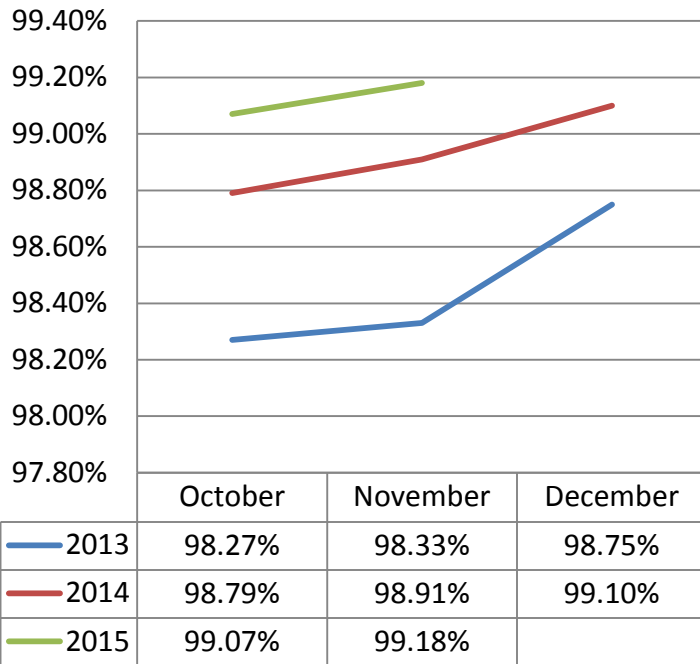
EMS/Fire Calls for Service



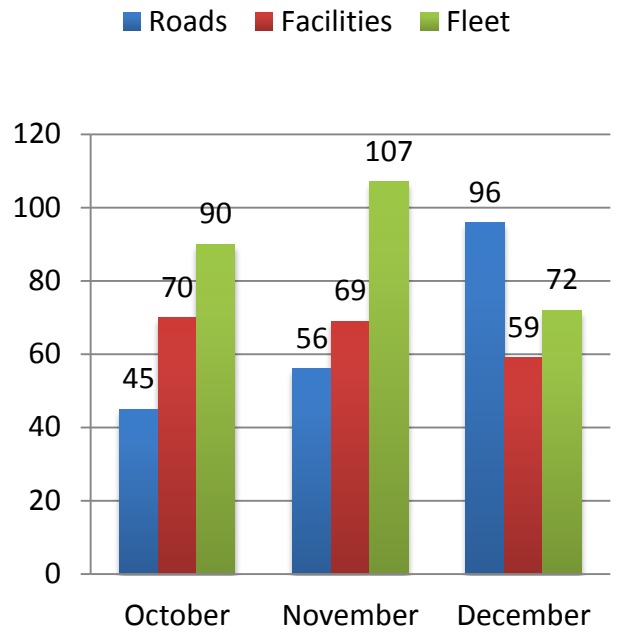
Number of Employees



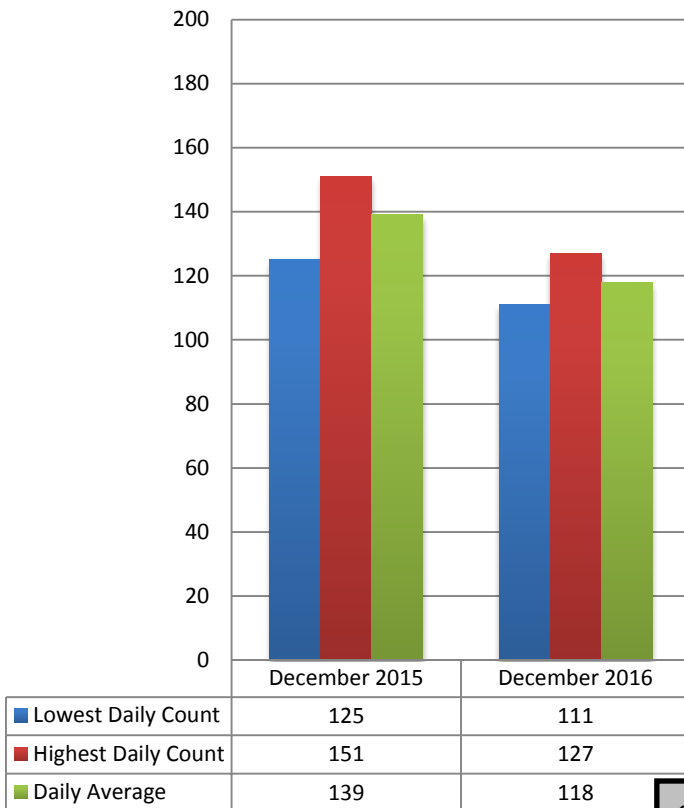
Property Collections



Repair Requests



Inmate Population





Dawson County Board of Commissioners

Elections/Registrar Monthly Report – December 2016

- **New Applications/Transfers In: 555**
- **Changes/Duplicates: 620**
- **Cancelled/Transferred Out: 131**
- **Total Processed: 1306**

HIGHLIGHTS

Voter Registration Projects:

- Processing voter registration requests/changes held until November General Election certification is complete, with the exception of four counties who are holding federal runoffs in January.
- Scan, index and file backlog of held applications/changes in process.

Elections Projects:

- End of year file cleanup
- Board of Elections Member resignation & replacement
- Poll Manager annual evaluations complete
- Poll Worker 2016 celebration luncheon
- Ethics filings finalizing 2016 reports

Highlights of plans for upcoming month:

- Swearing in new Board Member – Dale Holland
- Annual computer, file equipment cleanup & maintenance
- Begin process of IGA update for Municipal Elections



Dawson County Board of Commissioners

Emergency Services Monthly Report – December 2016

Fire Responses	October	November	December
2014	269	278	269
2015	317	253	324
2016	287	319	297
EMS Responses	October	November	December
2014	194	202	218
2015	239	181	256
2016	220	221	235

Plan Reviews: 12

EMS Revenue:

- November 2015- \$ 46,217.52
- November 2016- \$ 44,249.59
- 4.25 % decrease

Plan Review and Inspection Revenue Total: \$ 2,300.00

- County: \$ 1,700.00
- City: \$ 600.00

Business Inspections Total: 60

- County follow-up: 8
- City follow-up: 0
- County final inspection: 4
- City final inspection: 3
- County annual inspections: 45
- City annual inspections: 0

HIGHLIGHTS

Dawson County Emergency Services Projects:

- Training hours completed by staff: 742.50
- PR Details: 1, 20 kids and 5 adults
- Smoke detector installations: 7
- Search and Rescue: 2
- Fire investigation: 2
- CPR People Trained: 10
- Child Safety Seat Installations:
- Total water usage: 31,750 (EWSA: 30,000 gallons; City: 1,750 gallons; Pickens: 0; Cherokee: 0)
- 8-Fires (building 3 ; brush/grass 3; vehicle 0; outside rubbish/trash/waste 2; dumpster 0)



Dawson County Board of Commissioners

Facilities Monthly Report – December 2016

- **Total Work Orders: 59**
- **Community Service Workers: 3**

HIGHLIGHTS:

- Acquisition of safety equipment
- Installation of safety glass windows at the Government Center
- Replacement of new HVAC unit at the Historic Courthouse



DAWSON COUNTY, GA

Where Quality of Life Matters

FACILITIES DEPARTMENT

MONTHLY REPORT

For Period Covering the Month of DECEMBER 2016

SN	TASKS/ WORK DONE	LOCATION/S of Service
1	Repaired water leak	Fire Station 1
2	Repaired water leak	Senior Center
3	Completed installation of safety glass windows at Planning & Zoning Department	Government Center
4	Completed installation of safety glass windows at Administration Department	Government Center
5	Repaired roof leak at suite 206	KH Long Building
6	Repaired inmate elevator unit	Government Center
7	Repaired sprinkler unit at the Riser room	DCSO - New Jail
8	Ordered and installed safety devices/units (AED)	KH Long Building
9	Ordered and installed safety devices/units (AED) at Voter's Registration office	Chappell Building
10	Replaced 8 boardwalk boards at the Edge of the World	Parks & Recreation, Highway 53
11	Winterized (winter sealed/prep) all county buildings	Dawson County Buildings
12	Repaired generator unit	Fire Station 2
13	Replaced light bulbs	Fire Station 2
14	Repaired door handle	Fire Station 2
15	Cleaned gutters	Dawson County Buildings
16	Added new conduit and wiring	Transfer Station
17	Replaced generator parts	Fire Station 2
18	Removed all christmas decorations	Government Center
19	Removed all christmas decorations	Historic Courthouse
20	Replaced HVAC unit	Historic Courthouse
21	Completed PM on all HVAC units	Government Center
22	Checked and repaired HVAC units	Government Center
23	Total Work Orders for the month = Fifty Nine (59)	Facilities
24	Total Community Service for the month = Three (3)	Facilities

These numbers do not reflect daily/ weekly routine duties to include:

- Cutting of grass and landscape maintenance on all county properties
- Cutting of grass and landscape maintenance on all five (5) parks on the west side of county
- Cleaning of the new government center and other county owned buildings, offices and facilities
- Emptying outside trash receptacles at county owned buildings
- Collecting and recycling of all county buildings, offices and facilities

Noted By: _____
JAMES TOLBERT, Facilities Director

Prepared By: MVBosten, 01/02/17



Dawson County Board of Commissioners

Finance Monthly Report – December 2016

FINANCE HIGHLIGHTS

- **LOST Collections:** \$625,356 – up 1.1% compared to 2015 .
- **SPLOST Total Collections:** \$711,783 – up 4.78% compared to 2015.
 - \$605,015– County Portion (85%)
 - \$106,768 – City Portion (15%)
- **TAVT:** \$57,577– down 22.5% compared to 2015
- **See attached Revenue and Expenditure Comparison for 2016**
- **Total County Debt:** \$3,011,763 (See attached Debt Summary)
- **Audit Status:** Preliminary work for 2016 audit to begin in January
- **Budget Status:** The 2017 Budget was approved on November 10, 2016.

PURCHASING HIGHLIGHTS

Formal Solicitations

- Budget Guide Creative Design & Printing - Finance

Informal Solicitations

- Portable Radios & Speakers – DCES
- Gas Monitor – DCES
- Ice Machine for Station #6 – DCES
- Paint & Body Work for Van – Senior Center

Pending Projects

- Debt Collection Services for Ambulance Transport Billing

Work in Progress

- Dawson Forest Road Rehab
- Dawson Forest Pipe Rehab
- Ambulances (SPLOST VI) – On Order
- Soccer Lights for Park & Rec
- Contract Renewals

Future Bids

- 2017 Bids

Future Bids – SPLOST VI

- Spreader Body Dump Truck
- Pothole Patching Machine
- Kelly Bridge Road Project (2)
- Steve Tate Highway Road Project (2)
- Equipment for Public Works
- Water Filtration System for DCGC & DCSSO
- 2017 SPLOST Projects

LOST COLLECTIONS BY SALES MONTH	2012						2013	2013	2014
	LOST	LOST	LOST	LOST	LOST	LOST	TOTAL OF LOST & TAVT	TOTAL OF LOST & TAVT	
JANUARY	427,078	311,874	354,720	369,174	328,893	370,550	379,168	345,607	473,779
FEBRUARY	379,871	397,116	274,907	351,667	388,129	419,291	429,042	456,057	461,565
MARCH	436,637	481,885	537,310	364,950	415,995	455,290	465,879	489,324	563,503
APRIL	527,148	420,013	378,111	397,231	427,721	434,896	445,010	524,594	573,352
MAY	487,877	444,481	356,278	427,034	416,451	499,434	511,049	549,846	571,704
JUNE	417,191	427,008	438,812	402,680	414,777	467,551	478,424	538,357	550,402
JULY*	547,443	400,807	413,304	410,466	502,962	491,524	502,955	515,807	580,004
AUGUST	443,874	383,235	370,932	410,825	424,917	449,745	460,204	523,490	548,897
SEPTEMBER	468,792	416,854	384,882	402,478	440,780	451,155	461,647	511,552	534,645
OCTOBER	465,104	385,729	404,927	391,190	401,269	447,804	458,218	528,647	524,554
NOVEMBER	491,703	420,202	478,122	474,131	483,604	516,419	528,429	597,545	637,071
DECEMBER	529,043	526,677	369,174	534,286	588,809	625,589	640,138	707,147	749,414
PRORATA DISTRIBUTION			27,742	3,429	10,298	2,778	2,843		2,712
TOTAL	\$ 5,621,761	\$ 5,015,881	\$ 4,789,221	\$ 4,939,542	\$ 5,244,606	\$ 5,632,027	5,763,005	\$ 6,287,973	\$ 6,771,602

Note: The 2013 LOST distribution percentage changed from 86%/14% in 2012 to 88%/12% in 2013 as a result of LOST negotiations. Therefore, the dollar and percentage change calculations convert the 2012 figures to the 2013 percentage distribution.

DAWSON COUNTY LOST COLLECTION ANALYSIS

LOST COLLECTIONS BY SALES MONTH	2015			2016			2017			2018			2019			
	LOST	\$ CHANGE	%CHANGE	TAVT	\$ CHANGE	% CHANGE	LOST & TAVT	\$ CHANGE	% CHANGE	LOST	\$ CHANGE	%CHANGE	TAVT	\$ CHANGE	% CHANGE	
JANUARY	407,119	7,902	2.0%	99,691	25,129	33.7%	506,810	33,031	7.0%	403,647	(3,472)	-0.85%	88,609	(11,082)	-11.1%	
FEBRUARY	401,048	6,404	1.6%	70,976	4,055	6.1%	472,024	10,459	2.3%	417,338	16,290	4.06%	59,291	(11,685)	-16.5%	
MARCH	401,681	(74,041)	-15.6%	94,563	6,782	7.7%	496,244	(67,259)	-11.9%	494,022	92,341	22.99%	92,619	(1,944)	-2.1%	
APRIL	463,433	(27,762)	-5.7%	110,268	28,111	34.2%	573,701	349	0.1%	494,218	30,785	6.64%	72,830	(37,438)	-34.0%	
MAY	509,230	27,352	5.7%	85,934	(3,892)	-4.3%	595,164	23,460	4.1%	502,178	(7,052)	-1.38%	71,669	(14,265)	-16.6%	
JUNE	494,999	30,556	6.6%	101,458	15,499	18.0%	596,457	46,055	8.4%	513,139	18,140	3.66%	76,593	(24,865)	-24.5%	
JULY*	510,294	14,786	3%	104,987	20,491	24.3%	615,281	35,277	6.1%	520,934	10,640	2.09%	71,040	(33,947)	-32.3%	
AUGUST	472,899	(1,564)	-0.3%	103,028	28,594	38.4%	575,927	27,030	4.9%	483,123	10,224	2.16%	85,774	(17,254)	-16.7%	
SEPTEMBER	486,278	35,902	8%	89,242	4,973	5.9%	575,520	40,875	7.6%	510,465	24,187	4.97%	90,752	1,510	1.7%	
OCTOBER	478,120	29,305	6.5%	80,721	4,982	6.6%	558,841	34,287	6.5%	539,988	61,868	12.94%	70,396	(10,325)	-12.8%	
NOVEMBER	618,782	44,659	7.8%	74,308	11,360	18.0%	693,090	56,019	8.8%	625,356	6,574	1.1%	57,577	(16,732)	-22.5%	
DECEMBER	662,138	12,142	1.9%	100,841	1,423	1.4%	762,979	13,565	1.8%							
Prorata Distribution (June)	735						735	(1,977)		1,513						
Prorata Distribution (Dec.)	2,039						2,039	2,039		995	(778)	-105.9%				
TOTAL	\$ 5,908,795	\$ 105,641		\$1,116,017			\$7,024,812	\$251,171	45.6%	\$ 5,506,916	\$ 260,259		\$837,149	\$6,344,065	\$82,498	17.7%

FY15 LOST & TAVT	7,024,812
FY14 LOST & TAVT	6,771,602
FY13 LOST & TAVT	6,287,973
FY13	5,623,424
FY12 CONVERTED	5,763,005
FY12	5,632,027
FY11	5,244,606
FY10	4,939,542
FY09	4,789,221
FY08	5,015,881
FY07	5,621,760
FY06	5,608,446
FY05	4,426,013
FY04	3,527,663

FY15 ACTUAL TO DATE	\$5,243,883
FY16 ACTUAL TO DATE	\$5,506,916
\$ DIFFERENCE	263,033
% DIFFERENCE	5.02%

BELOW FIGURES INCLUDE TAVT CALCULATIONS

FY15 ACTUAL TO DATE	\$6,259,059
FY16 ACTUAL TO DATE	\$6,344,065
\$ DIFFERENCE	85,006
% DIFFERENCE	1.36%



Dawson County Board of Commissioners

Fleet Maintenance and Fuel Center Monthly Report – December 2016

FLEET

- **Preventative Maintenance Performed: 18**
- **Tires Mounted: 19**
- **Repair Orders Completed: 72**
- **Labor Hours: 202.8**
- **Labor Cost Savings: \$5,471.54**
(Comparison of the Fleet Maintenance rate of \$43.02 per labor hour to outsourced vendors rate of \$70.00 per labor hour)
- **Parts Cost Savings: \$2,298.33**
(Comparison of Dawson County's parts discounts to outsourced markup; average 20%)
- **Total Cost Savings for October: \$7,769.87**

FUEL CENTER

- **Average fuel center price per gallon:**
 - Gasoline: \$1.80
 - Diesel: \$1.93
- **Fuel Center Usage - Dawson County and Board of Education**
 - Gasoline: 9,187.70 gallons; 660 transactions
 - Diesel: 5,679.50 gallons; 149 transactions
- **Fuel Center Usage - Etowah Water and City of Dawsonville**
 - Gasoline: 1,189.70 gallons; 73 transactions
 - Diesel: 376.00 gallons; 11 transactions
- **Revenue from Etowah Water and City of Dawsonville: \$78.29**

HIGHLIGHTS

- Reviewing Dawson County Vehicle Policy
- Department small equipment inventory list has been established and implemented
- Fleet will begin updating the Users in the fuel data system and correcting discrepancies



Dawson County Board of Commissioners

Human Resources Department Monthly Report – December 2016

POSITION CONTROL

- Positions approved by BOC: 434
- # of filled F/R Positions: 247
- # of filled F/T Positions: 0
- # of filled Grant Funded Positions: 8
- # of filled P/R Positions: 47
- # of filled P/T Seasonal Positions: 14
- # of Supplemental Positions: 50
- # of Vacant Positions: 36
- #of Frozen Positions: 32
- % of Budgeted/Actual Positions: 84%

ADDITIONAL INFORMATION

- FMLA/LOA tracking: 5
- WC and/or P & L claims filed: 3
- Unemployment claims received: 0
- Performance Evaluations received: 3
- Payroll/Benefit changes keyed: 272

HIGHLIGHTS

Positions Advertised/ Posted: 4

- Board of Commissioners- County Attorney
- Finance- Purchasing Manager
- Marshal's Office- Animal Control Officer
- Public Works- Equipment Operator I

Applications Received: 15

New Hires added into system: 1

- Matthew Hester- Sheriff's Office

Terminations Processed: 14

- Beth Wallace- D.A.'s Office
- Davida Simpson- Finance
- Edward Stowers- Emergency Services
- Daniel Moore- Emergency Services
- Michael Caglioni- Emergency Services
- Tony Ashe- Marshal's Office
- Mckenzie Edwards- Parks & Rec.
- Billy Carlisle- Sheriff's Office
- Christopher Cantrell- Sheriff's Office
- Ethan Taffar- Sheriff's Office
- Bobby Samples- Sheriff's Office
- Debra Wimpy- Sheriff's Office
- Linda Townley- Tax Commissioner's Office
- Steven Smith- Treatment Court

Additional Highlights for December

- Updated New Hire Packet and Employment A



Dawson County Board of Commissioners

Information Technology Monthly Report – December 2016

- **Calls for Service: 81**
- **Service Calls Completed: 81**
- **Windstream visits: 2**

HIGHLIGHTS:

- Working on fiber installation with Windstream and NGN
- Working with Dell on Email issues



Dawson County Board of Commissioners

Marshal Monthly Report – December 2016

- **Alcohol License Establishment Inspections: 1**
- **Alcohol Pouring Permits Issued: 40**
- **Animal Control Calls Handled: 150**
- **Animal Bites to Human investigated: 2**
 - 0 Quarantined – Passed
- **Animals Taken to DC Humane Society: 15**
- **Dangerous Dog Classification: 0**
- **Citations Issued: 0**
- **Complaint Calls/In Field Visits: 73**
- **After hour calls: 0**
- **Erosion Site Visits: 3**
- **E-911 Addresses Issued: 38**
- **Non-conforming Signs Removed: 0**

HIGHLIGHTS

- Mandate training for Sheriff's Office



Dawson County Board of Commissioners

Parks and Recreation Monthly Report - December 2016

- **Youth Sports Participants**
 - December 2016: 730 down 5% compared to same month last year.
 - YTD 2016: 13,975 up 15% compared to last year
- **Facility Rentals/Bookings/Scheduled Uses:**
 - December 2016: 668 up 17% compared to same month last year
 - YTD 2016: 12,196 down 9% compared to last year
- **Adult and Youth Wellness and Specialty Program Participation:**
 - December 2016: 682 down 13% compared to same month last year.
 - YTD 2016: 20,997 up 7% compared to last year
- **Total Customers Served:**
 - December 2016: 2,080 down 1% compared to same month last year
 - YTD 2016: 47,417 up 9% compared to last year

HIGHLIGHTS

Park Special Events:

- Breakfast with Santa was held December 3, 2016, with an estimated 650 participants

Park Projects:

- Batting cages at RCP replaced due to fall wind damage.
- All floors at VMP and RCP were cleaned and waxed.
- 3 boat ramps at WHP remained closed due to low water levels. The low water ramp remains open.
- Construction began on soccer field light installation.

Athletic and Program Summary:

- Additional specialty programs included basketball lessons, dance classes, adult boot camp, Kid Fit, Tai Chi, and Yoga.
- Meetings were held to explore options for a new Mountain Football League (MFL)
- Basketball games and wrestling matches continued.
- Spring Sports Online registration began.

On the Horizon:

- Online reservations for WHP campground begins: January 2nd
- Next Park Board meeting: January 9th at 5:30PM
- Spring Sports walk-in registration: February

Rock Creek Park	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	totals
Tv Room	13	16	12	8	6	18	17	14	10	9	6	5	134
Classroom	21	14	16	11	10	10	8	7	7	8	9	7	128
Community Room	30	42	51	49	47	56	52	46	37	42	39	36	527
Gyms	185	152	130	125	140	200	215	225	219	225	290	195	2301
Small Pav.	3	5	8	12	28	50	56	50	29	16	5	0	262
Large Pav.	3	3	5	9	16	14	16	14	10	11	3	0	104
Fields 7-16	20	22	155	160	145	150	158	175	185	170	95	20	1455
Soccer Fields	30	25	250	245	230	90	10	75	235	240	180	50	1660
Tennis Courts	10	15	15	20	30	35	40	40	30	15	15	10	275
Weight Room	188	248	265	258	245	230	248	234	224	228	235	215	2818
2 story/upstairs	15	25	25	25	15	15	10	5	0	5	5	5	150
Totals	518	567	932	922	912	868	830	885	986	969	882	543	9814
Veteran's Memorial Park													
Gym	105	75	51	45	55	60	90	80	62	80	160	90	953
Small Pav.	0	0	4	5	7	10	10	10	7	4	0	0	57
Large Pav.	0	0	6	7	9	10	8	10	9	5	0	0	64
Pool	0	0	0	0	31	129	96	41	1	0	0	0	298
Fields 1-6	0	16	90	75	65	60	80	85	89	80	25	10	675
Football Field	0	0	0	0	0	5	5	20	26	20	6	0	82
Other	15	15	15	15	15	15	15	15	15	15	15	15	180
Totals	120	106	166	147	182	289	304	261	209	204	206	115	2309
Fire Station 2													
Pool opened for summer							9	11	13	19	11	10	73
T-Ball Participants	28	101	101	105	104	6	27	72	72	72	0	0	688
BB Participants	65	238	238	239	243	75	50	161	161	161	0	0	1631
Adult League	0	0	120	255	340	345	358	160	160	160	160	0	2058
Basketball	278	60	0	0	0	0	0	0	246	278	278	278	1418
Football	0	0	0	24	173	179	179	182	182	182	182	0	1283
Cheer	0	0	0	0	70	69	79	79	79	79	79	0	534
Wrestling	23	0	0	0	0	0	0	0	18	25	25	25	116
Track	3	21	21	22	22	0	0	0	0	0	0	0	89
Travel	65	80	90	90	90	90	90	90	90	90	90	90	1045
Instructional League	25	69	69	72	72	0	0	0	47	49	49	49	501
Softball	18	116	116	117	121	54	20	82	82	82	0	0	808
Soccer	247	265	252	252	252	252	162	288	288	288	288	288	3122
Swim Team	0	0	0	15	24	29	29	29	0	0	0	0	126
Tournament Participation	0	0	0	100	100	185	0	0	0	0	0	0	385
Volleyball	0	57	57	57	0	0	0	0	0	0	0	0	171
Totals	752	1007	1064	1348	1611	1284	994	1143	1425	1466	1151	730	13975

Monthly Report Totals - 2016

Activity	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total
All Sports Day Camps (1 & 2)	-	-	-	-	-	97	-	-	-	-	-	-	97
Basketball Lessons	8	19	16	10	12	10	13	15	13	20	0	0	136
Basketball Pre-Try Out Prep Camp	-	-	-	-	-	-	-	-	-	-	-	-	0
Battle of the Best Relay for Life Fundraiser	-	1,000	-	-	-	-	-	-	-	-	-	-	1,000
Boot Camp (all classes)	22	22	31	31	34	34	35	38	38	37	37	21	380
Breakfast with Santa	-	-	-	-	-	-	-	-	-	-	-	650	650
Camp of Ballers	-	-	-	-	-	-	-	-	-	-	-	-	0
Cheerleading Camp	-	-	-	-	-	-	28	-	-	-	-	-	28
Circuits & Supersets	-	-	8	8	-	-	-	-	-	-	-	-	16
Community Egg Hunt	-	-	2,000	-	-	-	-	-	-	-	-	-	2,000
Dance	40	40	40	40	40	-	-	-	11	-	-	-	211
Dance Camp	-	-	-	-	-	7	-	-	-	-	-	-	7
Fitness Sampler	6	-	-	-	-	-	-	-	-	-	-	-	6
Guard Prep Camp	-	-	-	-	-	-	-	-	-	-	-	-	0
Hula Hoop Fitness Class	-	-	-	-	-	-	-	-	-	3	-	-	3
Kangoo (all classes)	10	25	12	12	5	11	4	0	-	-	2	-	81
Kids Fit	-	-	-	-	-	-	-	-	-	-	-	-	0
Lady Tigers Fundamental Basketball Camp (girls)	-	-	-	-	-	23	-	-	-	-	-	-	23
Movies in the Park	-	-	-	-	-	650	-	200	-	-	-	-	850
Pool Swimmers	-	-	-	-	272	2,934	1,495	660	209	-	-	-	5,570
Pups in the Park	-	-	-	-	-	-	-	-	400	-	-	-	400
Rotary Day	-	-	-	-	-	600	-	-	-	-	-	-	600
Sandy's Basketball Camps	-	-	-	-	-	24	39	-	-	-	10	-	73
SilverSplash	-	-	-	-	-	15	15	15	-	-	-	-	45
Speed & Agility Camp	-	-	-	-	21	9	-	-	-	-	-	-	30
Spring Sports Opening Day	-	-	2,500	-	-	-	-	-	-	-	-	-	2,500
Swim Lessons	-	-	-	-	-	41	-	-	-	-	-	-	41
Tai Chi	5	4	5	5	5	3	2	2	4	4	3	3	45
Tennis Lessons	-	21	30	25	15	-	-	-	-	-	-	-	91
Tigers Fundamental Basketball Camp (boys)	-	-	-	-	-	48	-	-	-	-	-	-	48
Trunk or Treat	-	-	-	-	-	-	-	-	-	3,600	-	-	3,600
UFA Soccer Camp	-	-	-	-	-	11	85	-	-	-	-	-	96
Volleyball	-	57	57	-	-	-	-	-	-	-	-	-	114
War Hill Park Guests	-	-	33	209	471	492	323	182	179	228	-	-	2,117
Water Aerobics	-	-	-	-	-	-	-	-	-	-	-	-	0
Yoga	14	16	13	16	7	9	12	13	6	9	16	8	139
Zumba	-	-	-	-	-	-	-	-	-	-	-	-	0

105 1,204 4,745 356 882 5,018 2,051 1,125 860 3,901 68 682 **20,997**



Dawson County Board of Commissioners

Planning and Development Monthly Report – December 2016

- **Total Building permits Issued**
 - Dec 2016: 52 up 33%
 - YTD 2016: 521 up 11%
 - Single Family New Homes: 31 up 244%
 - Commercial Buildings: 10 same 0%
- **Business Licenses Issued:**
 - Dec 2016: 98 down 14%
 - YTD 2016: 1,696 up 6%
- **Total Building Inspections Completed:**
 - Dec 2016: 493 up 34%
 - YTD 2016: 4,870 up 21%
- **Variances/Zonings Processed:**
 - Dec 2016: 3 same 0%
 - YTD 2016: 55 up 5.8%
- **Plats Reviewed:**
 - Dec 2016: 14 up 75%
 - YTD 2016: 159 up 10%
- **Total Stormwater/Erosion Inspections: 0**
- **Total Stormwater Warnings/Stop Work Orders Issued: 0**
- **Total Civil Plan Review Meetings: 3**
- **Total Building Plan Review Meetings: 5**

HIGHLIGHTS

Planning & Building Projects:

- We are looking at several potential code revision/amendments to land use, 400 corridor, etc.

Licensed Businesses:

- Continue to see an uptick in new businesses and signs economy is improving.

Dawson County

December 2016

New Business Licensing

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

1. Big Dog Geo Technical Testing – Soil Boring and Testing Services
3401 Dawson Forest Road East
2. Azalea Nails Salon – Nail Salon
145 Forest Boulevard, Suite 420
3. Mary Espiricueta – Master Barber
30 Industrial Park Road, Suite 102
4. United Karate Studio of Dahlonega – Karate Training
240 Dawson Village Way North, Suite 170
5. Deliciously Popped Gourmet Popcorn - Retail
800 Highway 400 South, Suite 910
6. Michelle Ferry – Master Cosmetologist
30 Industrial Way

Home Based Business has four (4) New Locations and Home Office Business Licenses.

1. Southern Steel – Mobile Welding Services
9488 Kelly Bridge Road
2. Breast Cancer Conqueror – Health Care Coaching
50 Cardinal Cove
3. A Perfect Gathering Catering - Catering
2115 Highway 9 South
4. Ivette Solar – Cleaning and Handicraft
119 Lord's Way



Dawson County Board of Commissioners

Public Affairs Monthly Report – December 2016

Website Activity

- Page Views: 99,481
 - 48% increase from previous year; 5% decrease from previous month
- Unique Visitors: 15,348
 - 54% increase from previous year; 10% decrease from previous month

Social Media

- Contacts/Fans (Facebook): 1,460
 - 37% increase from previous year; 3% increase from previous month
- Contacts/Followers (Twitter): 247
 - 86% increase from previous year; 8% increase from previous month

Citizen Care

- 311 Calls: 7 (legitimate calls: 0)
- Requests: 2

HIGHLIGHTS

Social Media and Website Promotions:

- December newsletter
- Press release: EMS Awards Banquet
- Press release: EMS Partners with DCHS
- Miscellaneous events and department activities
- Closing of Martin Rd
- Burn ban updates
- Special called meeting on December 12
- Farewell Celebration on December 13
- Closing of offices on December 23 and 26
- Swearing-In Ceremony on December 22
- 5 job postings: magistrate clerk, county attorney, purchasing manager, PW operator, marshal

Plans for Upcoming Month:

- January newsletter
- Offices closed: January 2 and 16
- Community Connections Workshop: January 17
- Update website with information and photos of newly elected officials
- Evaluate options for social media archiving



Dawson County Board of Commissioners

Public Works Monthly Report – December 2016

ROADS:

- Work Orders: 96
- Mowing: 24.125 road miles
 - 48.25 (total miles including all passes)
- Gravel: 18.5 tons

ENGINEERING/GIS:

- Completed correction of road center line GIS shape file
- Commenced GIS needs assessment with department heads

TRANSFER STATION:

- Solid waste: 515.42 tons
- Recycling: 31.75 tons
- Recycling scrap metal: 8.86 tons



Dawson County Board of Commissioners

Dawson County Senior Services Monthly Report – December 2016

SENIOR CENTER

- **Home Delivered Meals Served**
 - December 2016: 1,466 down 15% compared to same month last year
 - YTD 2016: 19,706 no change compared to last year
- **Congregate Meals Served**
 - December 2016: 535 up 11% compared to same month last year
 - YTD 2016: 6,514 up 14% compared to last year
- **Physical Activity Participation**(Tai Chi, Silver Sneakers, individual fitness)
 - December 2016: 281 up 23% compared to same month last year
 - YTD 2016: 4,381 up 16% compared to last year
- **Lifestyle Management Participation**(art, bridge, bingo, awareness, prevention)
 - December 2016: 80 down 11% compared to same month last year
 - YTD 2016: 3,140 up 2% compared to last year

HIGHLIGHTS

- Dec 5 - Clients took a trip to Outside the Lines Studio to paint a piece of clay to take home.
- Dec 6 - Dawson Co. Retired Teachers brought Bingo prizes and desserts and had lunch seniors.
- Dec 9 - Clients visited Amicalola Falls Lodge for the Christmas luncheon.
- Dec 16 - Dawson Co. Rotary Club visited and brought Santa, his elves and presents (gift bags with goodies and a first aid kit) for all seniors.
- Special music is held every Friday at the center at 11:00AM.
- Silver Sneakers classes: Tues/Thurs; Bible Study on 1st Tues and every Thurs; Art/Jewelry classes: Thurs/Fri; Tai Chi: Mon/Wed; Chair Yoga Class: Fri at 10:00AM

Special Dates Coming Soon:

- January 3, 9, 17, 24, 30: BINGO
- January 4, 28: Walmart
- January 6: Birthday Celebration
- January 10: Georgia Cares/Health Education w/ Dedri
- January 11: Dollar Tree
- January 23: Nutrition Education w/Michelle
- January 31: Today's Seniors with Dawn

TRANSIT

- **DOT Trips Provided**
 - December 2016: 220 down 15% compared to same month last year
 - YTD 2016: 3,198 down 2% compared to last year
- **Senior Trips Provided**
 - December 2016: 657 up 12% compared to same month last year
 - YTD 2016: 7,255 down 4% compared to last year
- **# of Miles**
 - December 2016: 7,486 up 6% compared to same month last year
 - YTD 2016: 93,603 up 6% compared to last year
- **Gallons of Fuel**
 - December 2016: 912 up 248 change compared to same month last year
 - YTD 2016: 11,402 up 7% compared to last year

Backup material for agenda item:

7. County Attorney Report

Privileged and Confidential

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

Memorandum

To: Chairman and Commissioners

Date: January 6, 2017

From: Joey Homans



Re: County Attorney Report

-
1. GTC Easement-Hwy. 9 Bridge. Etowah Water and Sewer Authority approved an easement for right-of-way for GTC on December 13, 2016. I am providing you a copy of that easement. The property at issue is jointly controlled by EWSA and the County. The funds paid by GTC (\$2,400.00) will be applied to the principal amount due on the note. The Board must vote to approve/disapprove the easement.
 2. Ingram Litigation. Mr. Ingram, on behalf of his mother, filed a lawsuit against the County and the Tax Commissioner in 2016. The County and the Tax Commissioner responded and filed a motion for summary judgment that is scheduled to be heard February 27, 2017. The case is also on a trial calendar the week of January 30. After the motion for summary judgment hearing was scheduled, Mr. Ingram submitted the claim attached to this report. I forwarded the claim to Mary Ducar, the adjuster handling the Ingram claim, and the claim has been forwarded to the attorney working with me assigned by the insurer. The claims asserted in Mr. Ingram's most recent letter are very similar to, or the same as, the claims asserted in the litigation.
 3. Surplus Property. Mark Weischedel submitted a request to declare certain real property surplus; real property located adjacent to Burt Creek Road. I provided you this information on December 6. No action has been taken. I request that you notify me regarding whether you want to declare any of the real property the County owns along Burt Creek Road surplus.
 4. Mobilitie Permit Claim. Mobilitie requested an encroachment permit to locate a utility pole and equipment on County right-of-way. The request has been denied. See attached. If Mobilitie is dissatisfied with the decision to deny the permit, then Mobilitie may appeal that decision to the Board of Commissioners or file a petition for mandamus or other equitable relief in Superior Court.

Joey

Upon recording return to:
Chuck Scarborough
Georgia Transmission Corporation
2100 East Exchange Place
Tucker, Georgia 30084

Dawson Crossing – Hammonds Crossing
115 kV Transmission Line
Parcel Number(s) 296.10

STATE OF Georgia

COUNTY OF Dawson

EASEMENT FOR RIGHT-OF-WAY

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA TRANSMISSION CORPORATION (an Electric Membership Corporation), a Georgia corporation (hereinafter called "Cooperative"), the receipt and sufficiency of which is hereby acknowledged, the undersigned, ETOWAH WATER AND SEWER AUTHORITY, ("Grantor") (including Grantor's successors and assigns) do(es) hereby grant to Cooperative, the right to from time to time, construct, operate, maintain and renew overhead and underground electric transmission, distribution and communication lines, with necessary or convenient towers, frames, poles, access roads, wires, manholes, anchors, guy wires, conduits, fixtures and appliances, protective wires and devices in connection therewith upon or under a strip of land more fully located and described below (the "Easement Area"); the right to permit the attachment of cables, lines, wires, apparatus, fixtures and appliances of any other company, or person, to said towers, frames, and poles for electric, communications or other purposes, upon and under said Easement Area; together with all rights and privileges necessary or convenient for the full enjoyment or use of said Easement Area for the purposes above described; including the right of ingress and egress within said Easement Area over the property of the Grantor, and the right to cut away and keep clear, remove and dispose of all trees and vegetation, which at maturity may reach a height of fifteen feet or more, located on said Easement Area, although Cooperative may leave any cut trees and vegetation on said Easement Area as may be required for regulatory compliance(s) or prudent construction methods which shall not be disturbed or removed by Grantor. Further, Cooperative shall have the right to remove and dispose of all obstructions on said Easement Area or that may at any time hereafter be placed thereon by the Grantor or any other person, and to cut, remove and dispose of danger trees on Grantor's property adjacent thereto, which now or may hereafter injure or endanger any of said lines and other facilities on said Easement Area provided that on future cutting of such danger trees Cooperative shall pay to the Grantor, or to the Grantor's successors or assigns, the fair market value of the merchantable timber so cut. The timber so cut to become the property of Cooperative.

The Easement Area is that portion of Grantor's property in Land Lot(s) 1053, 4th District, 1st Section of Dawson County, Georgia, which is shown on the plat of survey attached hereto and made a part hereof (the "Survey") and entitled "Dawson Crossing – Hammonds Crossing 115 kV Transmission Line / Parcel 296.10 - Easement Area Plat", dated May 4, 2016, which was prepared by Pete P. Nunn, Georgia Registered Land Surveyor No. 2680. As verified by said plat, the total amount of land embraced by this Easement Area shall be 0.305 acre(s).

It is agreed that part of the within named consideration is full payment for all trees and vegetation cut or to be cut in the initial clearing and construction of said lines and other facilities; trees and vegetation so cut to become the exclusive property of Cooperative upon Grantor signing this easement. Between the time of Grantor signing this easement and Cooperative's initial clearing of the Easement Area, Grantor is specifically prohibited from cutting trees and vegetation within the Easement Area.

Cooperative, its successors and assigns, shall pay or tender to the owner thereof a fair market value for any growing crops, vegetation allowed within the Easement Area, or fences cut, damaged or destroyed on said premises by the employees of Cooperative, its agents, successors, or assigns, in the construction, reconstruction, operation and maintenance of said lines and other facilities, except those crops and vegetation which are an obstruction to the use of the right-of-way as herein provided or which interfere with or may be likely to interfere with or endanger said lines and other facilities or their proper maintenance and operation, provided that Grantor shall give Cooperative written notice thereof within thirty (30) days after said alleged damage shall have been done; any growing crops damaged on said premises in the construction, reconstruction, operation and maintenance of said lines and other facilities to remain the property of the owner of said crops.

The Grantor reserve(s) the right to use the land herein before described upon which the said lines and other facilities will be erected for any other purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, maintenance, or repair of, access to, or extensions or additions to, the said lines and other facilities; and provided that no tree(s), buildings or structures other than fences (fences which shall not exceed ten feet from ground level) may be erected upon the said Easement Area. Grantor agrees not to raise or lower the surface elevation of the property within the Easement Area without specific written approval of Cooperative.

Because it is recognized that there is the absolute necessity for Cooperative, in the safe and proper utilization of the rights, privileges, and interests herein granted, to have, from time to time and at all times, the following rights, powers and interests, the same are hereby expressly granted to Cooperative: By any action at law, or in equity, by injunction, ejectment, or otherwise, to prevent the erection, or after erection to cause the removal, of any building, trees, or other structures, on or from said Easement Area whether the offending party be a successor in title to the Grantor or not.

Grantor will warrant and defend the right and title to the above described easement unto Cooperative against the claims of all persons whomsoever.

Said Cooperative shall not be liable for, nor bound by, any statement, agreement or understanding not herein expressed. Cooperative has the right to assign this easement for right-of-way in whole or in part.

TO HAVE AND TO HOLD forever, unto Cooperative, its successors and assigns, lessees and licensees, the rights, powers, and interests herein granted, which shall be a covenant running with the title to the lands above described.

In witness whereof, the undersigned Grantor(s) has (have) hereunto set his/her (their) hand(s) and seal(s) and delivered this document the 13th day of December, 2017.

Signed, sealed and delivered
in the presence of:

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC

(NOTARY SEAL)



ETOWAH WATER AND SEWER AUTHORITY

BY: [Signature]
TITLE: CHAIRMAN

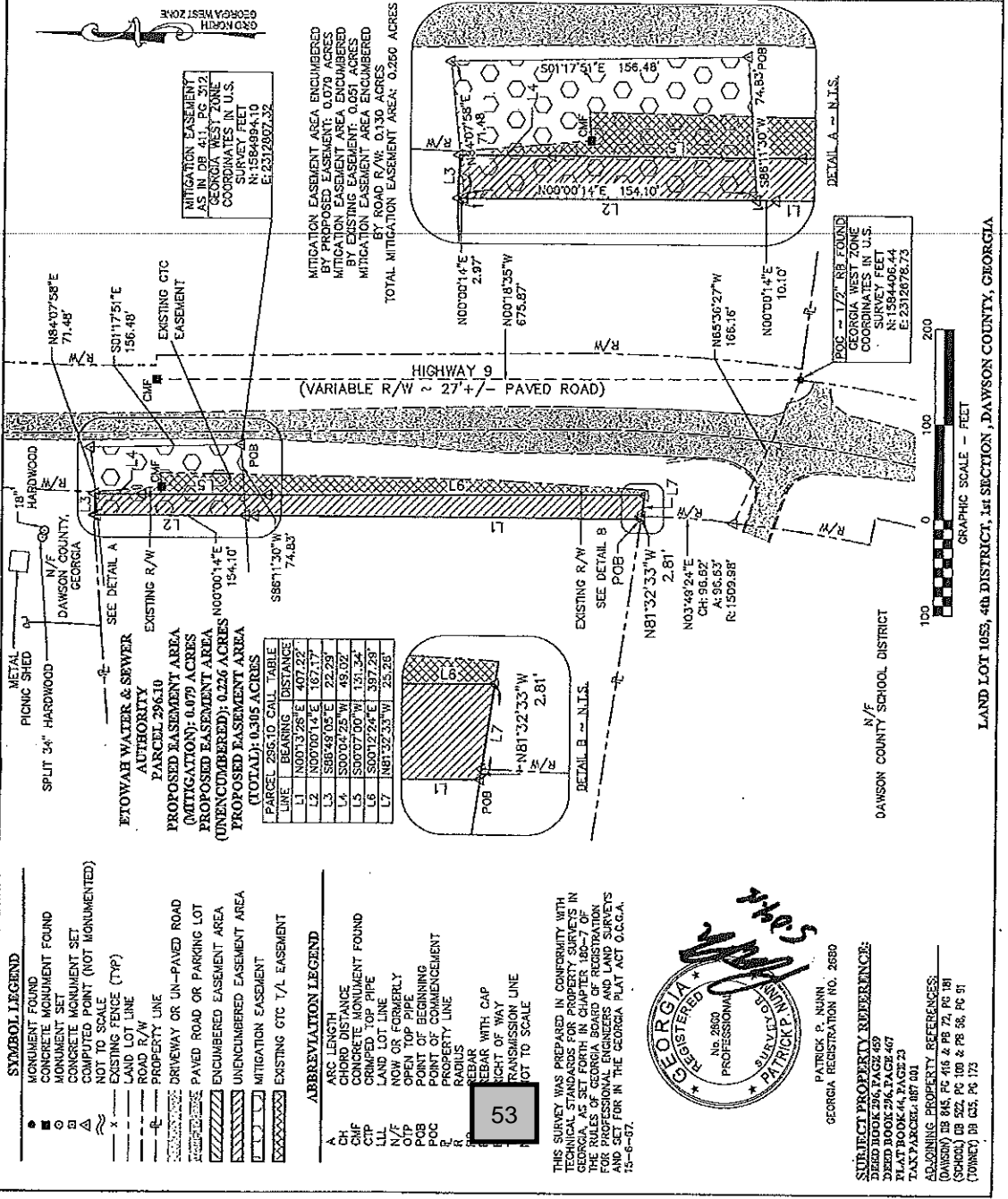
ATTEST: [Signature]
TITLE: SECRETARY

(CORPORATE SEAL)

MERRICK & COMPANY
 3573 KOBER BLVD, SUITE 205
 DULUTH, GEORGIA 30098
 LAND SURVEYOR FIRM COA NO. LSF001182

- SURVEYOR'S NOTES**
- THIS PLAT, PREPARED FOR GEORGIA TRANSMISSION CORPORATION, REPRESENTS A SPECIFIC SCOPE OF SERVICES. THERE MAY BE OTHER MATTERS OF TITLE, BOUNDING OR INTEREST IN THE SUBJECT PROPERTY, THAT ARE NOT SHOWN HEREON.
 - TITLE INFORMATION PROVIDED BY FREEDOM TITLE & ABSTRACT CO., INC. FILE NUMBER 15-724.
 - THE FIELD MEASUREMENTS FOR THE ESTABLISHMENT OF PROJECT CONTROL WAS BASED ON A GPS SURVEY WITH TRIMBLE R10 GPS RECEIVERS. THE COORDINATES WERE COMPUTED BY USING TRIMBLE BUSINESS CENTER SUBMISSION TO THE NATIONAL GEODETIC SURVEY ONLINE POSITIONING USER SERVICE AND ARE REPORTED IN THE NAD 83(2011) DATUM. THE PLANE COORDINATE SYSTEM - GEORGIA WEST CONVENTIONAL MEASUREMENTS WERE OBTAINED USING A TRIMBLE S83 TOTAL STATION.
 - DISTANCES AND AREA CALCULATIONS SHOWN HEREON ARE GROUND DISTANCES. GRID DISTANCES CAN BE OBTAINED BY MULTIPLYING THE GROUND DISTANCES BY THE PROJECT COMBINED SCALE FACTOR OF 0.999995324.
 - PARCEL 295.10 HAS BEEN CALCULATED FOR CLOSURE AND THIS PLAT IS TO BE ACCURATE WITHIN ONE FOOT IN 158,180.
 - THIS PLAT IS TO BE ACCURATE WITHIN ONE FOOT IN 158,180. CLOSURE AND THIS PLAT IS TO BE ACCURATE WITHIN ONE FOOT IN 158,180.
 - THIS PLAT OF SURVEY DOES NOT REQUIRE THE APPROVAL FROM A MUNICIPAL OR COUNTY PLANNING COMMISSION OR GOVERNING AUTHORITY AS SET FORTH IN THE PROVISIONS RELATIVE TO SUBSECTION (d) OF THE GEORGIA PLAT ACT O.C.G.A. 15-6-57.

Rev. By	Drawn	Checked	Checked	Project
	BCS	AM	GL	PR2254
	Approved	Approved	Field Date	Final Date
	PM	PM	01-16-2016	05-04-2016
	Scale	1" = 100'	9269-EP	Sheet 1 OF 1



PATRICK P. MANN
 GEORGIA REGISTRATION NO. 2680
 REGISTERED PROFESSIONAL SURVEYOR

SUBJECT PROPERTY REFERENCE:
 DEED BOOK 296, PAGE 467
 DEED BOOK 296, PAGE 467
 PLAT BOOK 44, PAGE 23
 TAX PARCEL: 887 03

ADJOINING PROPERTY REFERENCES:
 DAWSON DB 845, PG 416 & PG 72, PG 181
 (SCHOL) DB 522, PG 100 & PG 18, PG 51
 (TOWNE) DB 635, PG 123

LAW OFFICES
FOX, CHANDLER, HOMANS, HICKS & McKINNON, LLP

125 MAPLE STREET
GAINESVILLE, GA 30501
POST OFFICE BOX 2515
GAINESVILLE, GA 30503
TELEPHONE (770) 534-7386
FACSIMILE (770) 534-7415

DAWSONVILLE ADDRESS:
POST OFFICE BOX 477
DAWSONVILLE, GA 30534
TELEPHONE (706) 265-3090
FACSIMILE (706) 265-3147

DAVID A. FOX, P.C.
ROBERT L. CHANDLER, P.C.
JOSEPH A. HOMANS
CATHERINE HENRY HICKS
GRAHAM McKINNON IV, P.C.

CHERYL H. KELLEY
THEODORE G. CASSERT

CATHERINE T. CRAWFORD
OF COUNSEL

Please Reply to Dawsonville Office
December 21, 2016

Email only: mducar@accg.org

Ms. Mary Ducar
Senior Claims Examiner
Association County Commissioners of Georgia
P.O. Box 922608
Norcross, GA 30010

RE: Member: Dawson County
 Department: Tax Commissioner
 Claimant: Ingram, John
 Related Claim No: 6250037940
 Date: 04-07-2015

Dear Mary:

The claim asserted by John Ingram on behalf of his mother, Amelia Ingram, remains pending. The County's summary judgment motion is scheduled to be heard on February 27, 2017.

Mr. Ingram delivered the attached notice dated December 15 asserting his claims. Therefore, I am forwarding the notice to you and request coverage if a viable claim can be deciphered.

In my opinion, Mr. Ingram's claims asserted within the December 15 notice are untimely and will fall when summary judgment is granted.

If I can provide additional information, then please contact me at your convenience.

Respectfully,


Joseph A. Homans

JAH/II
Encl.

cc: Donald Cronin via email

December 015,2016

To the Attention of Dawson County Board of Commissioners' and Dawson County Risk Management office as well as the Dawson County tax commissioner Attn: Linda Townley.

This is notice of Anti Litem

John Ingram makes the demand,
4041 Bethelview Road
Cumming Ga. 30040

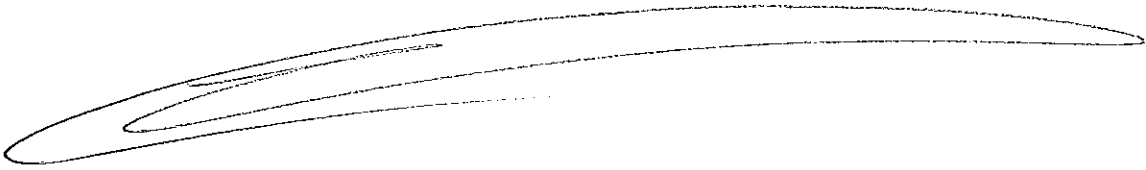
This letter is to inform you, that you have and are violating Mr. John Ingram Constitutional Rights Both Federal and State. You are and have Violated John Ingram Rights See Paragraph IX. Right to assemble and petition. The people have the right to assemble peaceably for their common good and to apply by petition or remonstrance to those vested with the powers of government for redress of grievances.

1 - Your refusal to communicate with John Ingram concerning the property at 10 Gomez Lain in Dawson County Georgia.
2- Your refusal to address the petitioning of the grievances. See U.S. Constitution 1st amendment as well as the Georgia constitution Paragraph III. Freedom of conscience. Each person has the natural and inalienable right to worship God, each according to the dictates of that person's own conscience; and no human authority should, in any case, control or interfere with such right of conscience.
3-Your actions are denying John Ingram his Civil Right to practice his conscience of protecting his Mother and Fathers Rights when they are clearly unable to petition for themselves. (The denial of Due process of Notice when Amelia Ingram was rehabilitating from a broken hip. Your over zealous actions have deprived Amelia Ingram who is 95 years old and unable to mentally or physically represent her self in court of the ability to financially obtain legal Counsel to represent her interest in CV File # 2015-CV472 this is a violation of

See U.S. Constitution 6th amendment and Georgia constitution Paragraph XII. Right to the courts. No person shall be deprived of the right to prosecute or defend, either in person or by an attorney, that person's own cause in any of the courts of this state.

4- Your continuing harm to Amelia Ingram a 95 year old person suffering from dementia, your actions have rendered Amelia Ingram indigent and financially incapable of retaining Counsel. As the son and primary care taker of Amelia Ingram who is mentally and physically incapable of representing her own cause it is my Christian Duty to Defend and protect my Mother and Fathers Interest.

Thank You



John Ingram

Date December 15,2016

LAW OFFICES
FOX, CHANDLER, HOMANS, HICKS & MCKINNON, LLP

125 MAPLE STREET
GAINESVILLE, GA 30501
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TELEPHONE (770) 534-7386
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CATHERINE HENRY HICKS
GRAHAM MCKINNON IV, P.C.

CHERYL H. KELLEY
THEODORE G. CASSERT

CATHERINE T. CRAWFORD
OF COUNSEL



DAWSONVILLE ADDRESS:
POST OFFICE BOX 477
DAWSONVILLE, GA 30534
TELEPHONE (706) 265-3090
FACSIMILE (706) 265-3147

Please Reply to Dawsonville Office
December 28, 2016

via email: bcrawford@mobilite.com

Ms. Brandy Crawford
NRE Permitting Manager
Mobilite, LLC
3475 Piedmont Road, NE, Suite 1000
Atlanta, GA 30305

Re: Application of Mobilite, LLC to construct, maintain, and operate lines and facilities in Dawson County
9GAB000623_AT90XS821D

Dear Ms. Crawford:

I serve as general counsel for Dawson County.

Dawson County received your letter and encroachment application dated October 28, 2016 and previously notified you that the encroachment application has been denied. I understand that you met with County representatives after the denial to discuss the application and the circumstances associated therewith.

You reference O.C.G.A. § 46-5-1 within your October 28 letter. O.C.G.A. § 46-5-1 specifies that the County may require compliance with reasonable regulations for construction of telephone lines and facilities in public highways or rights of way pursuant to the provisions of paragraph (6) of Code Section 32-4-42.

O.C.G.A. § 32-4-42(6) gives the County the authority to grant permits and establish reasonable regulations for installation of utilities on the County's public roads and requires the County to insure that the normal operation of the utility does not interfere with the use of the County road system. A utility or encroachment permit is subject to all Dawson County regulations, which include Georgia Department of Transportation regulations.

Section 5.6.B.1 of GDOT's utility accommodation policy and standards limits construction to single-pole structures and provides, in part, as follows: "joint use shall be considered as indicated by Rule 222 of Part 2 of the National Electrical Safety Code (NESC)." This is of particular significance at locations where the right of way widths approach the minimum needed for safe operations or maintenance requirements or where separate installations may require extensive removal or alteration of trees. Likewise, the County's Land Use Resolution establishes guidelines for siting all wireless, microwave towers, common carrier towers, cellular, television and radio communications towers and antennae. The County's

December 28, 2016

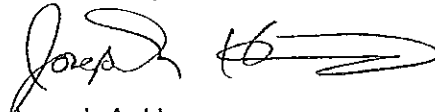
Page 2

ordinance specifies that all applicants seeking to locate a new tower, alternative tower structure or antennae or to modify any existing structure shall provide an inventory of the applicant's existing towers or alternative tower structures. The inventory shall include all such structures that are within the jurisdiction of the governing authority; within a municipality located, in whole or in part, within Dawson County; and within a one (1) mile border of Dawson County, and shall include specific information about the location, height, design, tower type and general suitability for co-location for each tower, and other pertinent information as may be required. Section 121-106(1), Dawson County Code of Ordinances.

Mobilitie must comply with state and county regulations regarding co-location, and I understand that information regarding co-location has not been provided.

No further action will be taken by Dawson County regarding Mobilitie's encroachment application, unless information required by GDOT's utility accommodation policies and regulations and the County's ordinances is provided.

Respectfully,

A handwritten signature in black ink, appearing to read "Joseph A. Homans", with a long horizontal flourish extending to the right.

Joseph A. Homans

cc: David Headley
David McKee